



**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS**

155 South 11th Street
El Centro, CA 92243
Phone: (442) 265-1818
Fax: (442) 265-1858

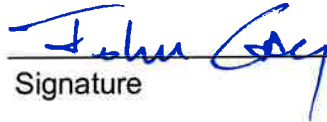
PROJECT MANUAL

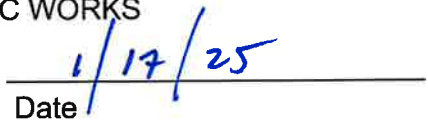
**IMPERIAL COUNTY
WIEST LAKE BOAT LAUNCHING FACILITY PROJECT
5351 DIETRICH ROAD, BRAWLEY, CA 92227**

COUNTY PROJECT NO. SR6081CED



Approved by: JOHN A. GAY, P.E., DIRECTOR OF PUBLIC WORKS


Signature


Date

Contact person: Ivan A. Negrete, Assistant Civil Engineer

Pre-Bid Conference Date: Monday, February 10th, 2025 at 9:00 am

Bid Opening Date: Friday, March 7th, 2025 at 2:00 PM

SPECIAL NOTICE

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.

Beginning March 1, 2015, 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)).

Beginning April 1, 2015, 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>.

PUBLIC WORKS REFORMS (SB 854) FACT SHEET

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set at \$400. This fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. -
 - CPRs are furnished to the Labor Commissioner online
 - This requirement phases in as follows:
 - Applied to public works projects that had been under CMU monitoring;
 - Applies to any new projects awarded on or after April 1, 2015;
 - May apply to other projects as determined by Labor Commissioner;
 - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
 - Exemptions: As of April 1, 2015, and even after January, 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

Small Project Exemption

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

Any projects monitored and enforced by the following legacy LCPs:

- California Department of Transportation (Caltrans)
- City of Los Angeles
- Los Angeles Unified School District
- County of Sacramento

Projects covered by qualifying project labor agreements, at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

June 2017

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

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NOTICE TO CONTRACTOR CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the COUNTY OF IMPERIAL, California, acting by and through its Board of Supervisors (hereinafter referred to as "COUNTY"), will receive up to, but not later than 2:00 PM on Friday, March 7th, 2025 sealed bids for the award of a contract for the proposed project:

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

The Contractor shall possess a California Contractor's B License at the time this contract is awarded.

Estimated Cost. The estimated construction cost is \$1,000,000

Bids shall be received in the office of the Clerk of the Board of Supervisors, 940 Main Street, Suite 209, El Centro, California 92243, and shall be opened publicly and read aloud at the above stated time and place.

Each bid package must conform and be responsive to the contract documents, bid sets are available starting on February 11th, 2025 at the following <https://publicworks.imperialcounty.org/projects-out-to-bid/> "Projects out to bid" at no charge and at Public Works, 155 South Eleventh Street, El Centro, CA, 92243, Phone (442) 265-1818, Monday through Thursday 8:00 AM - 5:00 PM (PDT) for a hard copy set for a fee. Those desiring to pick up bid sets shall call to reserve a copy of bid documents to ensure the availability.

A one hundred dollar (\$100) non-refundable fee for each hardcopy bid package set of the contract documents is required.

Only those firms who have purchased the bid documents will be mailed any addendums that may be issued for this project prior to the bid opening date.

Each bid shall be accompanied by the bid security referred to in the contract documents and the list of proposed subcontractors in the form of a certified or cashier check or a bid bond for ten percent (10%) of the maximum bid amount being proposed.

In contracts involving expenditure in excess of ten thousand dollars (\$10,000), the successful bidder shall file a payment bond in a penal sum at least equal to the full contract value as awarded. The bond shall be approved by COUNTY and shall be in the form set forth in the contract documents. The successful bidder shall also file a performance bond in a penal sum at least equal to the full contract value as awarded.

A performance and payment bond must be filed for contracts involving expenditure in excess of twenty-five thousand dollars (\$25,000), and may be required for contracts involving smaller expenditures at the option of COUNTY.

A Contractor's and Subcontractor's Pre-Bid Conference will be held on the following date: Monday, February 10th, 2025 at 9:00 AM at:

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

Contact Person: Ivan A. Negrete, Assistant Civil Engineer
Telephone: (442) 265-1839

Before submitting a bid, ALL BIDDERS are required to examine the project site and fully inform themselves as to all existing site conditions and limitations. The bid proposal shall include the cost of all items necessary for the construction of the Project. Bidder shall not receive any additional compensation for costs resulting from conditions that Bidder could have discovered with due diligence prior to submitting a bid.

Any potential bidder whom has been deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7 shall be prohibited from bidding on, being awarded a contract for, or performing work as a subcontractor on this project, or any other public works project within the state of California.

COUNTY reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals, including bid forms with items left blank, or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these instructions for bidders and the Notice to Contractors Calling for Bids may be deemed nonresponsive and rejected.

Pursuant to Section 20103.8 of the Public Contract Code: A local agency may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the

lowest responsible bidder has been determined.

**ENGINEER'S OPINION OF PROBABLE QUANTITY
BASE BID**

AL = Allowance
LF = Linear Foot

CF = Cubic Feet
LS = Lump Sump

CY = Cubic Yard
SF = Square Feet

EA = Each
TON = (2,000 lbs)

LB = Pounds

ITEM No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1.	Mobilization/Demobilization, temporary facilities, construction sign, insurance, bonds, taxes, fees, permits and similar expenses	LS	1
2.	Saw Cut Existing AC Pavement	LF	760
3.	Remove and Dispose Existing AC Pavement from Existing Parking Lot Area	SY	4200
4.	Remove and Dispose Existing Planters Including Existing AC Pavement, Existing Concrete Curb, Existing Trees and Existing Underlying Material to Design Subgrade Elevation	EA	3
5.	Saw Cut Existing Concrete	LS	1
6.	Remove and Dispose Existing Concrete Sidewalks and Existing Curb Returns Including Underlying Material to Design subgrade elevation	SF	1450
7.	Remove and Dispose Existing Concrete Sidewalk Including Rebar and Underlying material to New Abutment Design Subgrade	LS	1
8.	Remove and Dispose Existing 24ft by 80ft Shade Structure Including Posts and Foundation	LS	1
9.	Contractor to Provide Lead Abatement and Testing for the Removal and Disposal of the 24ft by 80ft Shade Structure	LS	1
10.	Remove Existing AC Dike and Underlying Material	LF	415
11.	Construction Area Signs	LS	1
12.	Furnish and Install New ADA Access Ramps Including Truncated Domes	LS	1
13.	Install P.C.C. Sidewalk per County Detail (Including sand and subgrade preparation)	SF	1995
14.	Install 3-inch AC Pavement (40,500 SF)	TON	705
15.	Install 9-inch of Class II Base at Parking Area	CY	105
16.	Excavation Earthwork. Retention Basin Excavation. Contractor to Dispose Export Material	CY	60
17.	Furnish and Install New Parking Lot LED Lights, Light Pole, Including Foundation, Pull Box and Electrical Wiring.	EA	2
18.	Install Free Standing Concrete Curb	LF	300
19.	Striping Per Plans (Including Parallel and Diagonal Parking Stalls, Walkways, Lettering, Arrows, No Parking Areas, Loading Zones, Accessible Parking Spaces, and Accessible Parking Signs)	LS	1
20.	Furnish and Install Concrete Wheel Stops for ADA Parking Spaces	EA	1
21.	Furnish all Material and Install New 24ft by 80ft Steel Shade Structure Including Posts and Foundations per Details on Sheets 7 and 8	EA	1
22.	Furnish all Material and Install New 24ft by 140ft Steel Shade Structure Including Posts and Foundations per Details on Sheets 9, 10, and 11.	LS	1
23.	Adjust Existing Storm Drain Catch Basin	EA	1
24.	Furnish and Install New 8' x 60' Boarding Float per Details on Sheets	EA	1

	16-18		
25.	Furnish and Install Guide Piles per Details on Sheet 17	EA	3
26.	Construct New Concrete Abutment per Detail on Sheet 16 of Construction Plans	EA	1
27.	Install 6-inch AD Dike	LF	225
28.	Install New CMU Single Unit Restroom, Including Water Service and Sewer Line	LS	1
29.	Electrical Wiring for Street Lights and New Restroom	LS	1
30.	Erosion and Sediment Control	EA	1
31.	New Project Sign and "Danger Overhead Power Lines" Sign.	LS	1

Nothing in this section shall preclude the prequalification of subcontractors.

COUNTY hereby affirms and notifies all bidders that it will affirmatively ensure 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 on the grounds of race, sex, color, or national origin in consideration for an award.

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 and are on file and available from the Clerk of the Board of Supervisors located at the County Administration Center, 940 Main Street, El Centro, CA 92243.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder.

Use the following internet access URL:
[Director's General Prevailing Wage Determinations \(ca.gov\)](#)

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under it, to pay not less than the said specified rates to all workers employed by them in the execution of the contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

Bidders are notified that this construction project is financed by the California Department of Parks and Recreation Division of Boating and Waterways. Neither the United States nor any departments, agencies, or employees is, or will be, a part of this Invitation for Bids or any resulting contract.

The Contractor and Subcontractors on this project must comply with the Federal Davis-Bacon and Related Acts, California Department of Regulations Wage Determinations and California Labor Codes pertaining to Public Works projects, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, and Federal Occupational Safety and Health Act as set forth in the Contract Bid Documents. This municipality is an equal employment opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

The female and minority goals are applicable to the contractor's aggregate onsite

construction work force whether or not part of that work force is performing work on a federal or federally assisted construction contract or subcontract as follows:

Time- tables	Goals for female participation in each trade
From December 30, 1980, until further notice	6.9%

Time- tables	Goals for minority participation for each
From November 3, 1980, until further notice	16.2% - Imperial County – Non SMSA Counties 16.9% - San Diego County – SMSA Counties

Until further notice, the above goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal; Federally assisted, or non-Federally related project, contract, or subcontract.

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.

In projects involving construction where federal funding exceeds \$200,000 and any individual contract or subcontract exceeds \$100,000, the Contractor shall have incorporated into their contract the Section 3 clause and comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

The Contract executed between the General Contractor and the Awarding agency and the General Contractor and any subcontractor at any tier, for the performance of work on the public works project shall contain the complete verbiage as found in the contract between the Imperial County and the General Contractor including at a minimum a copy of the provisions of California Labor Codes, Sections 1726, 1771, 1775, 1776, 1777.5, 1813, and 1815.

In order to comply with HUD Section 3 requirements, set forth in 24 CFR 135 of the Code of Federal Regulations, Section 3 Business Concerns are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities to Section 3 Business Concerns."

Bidders are advised that they may elect to substitute securities for any retention of funds by the County to ensure performance under the Contract. At the request and expense of Bidder, 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 Bidder once the Project has been completed.


Alternatively, the Bidder may request, and the County shall make payment of retentions earned directly to the escrow agent at the expense of the Bidder. The Bidder, at

its sole cost and expense, may direct the investment of the payments into securities, and the Bidder shall receive the interest earned on the investments. Once the Project has been completed, the Bidder shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the County.

Securities eligible for investment 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 the County and the Bidder. The Bidder shall be the beneficial owner of any securities substituted for retained funds and shall receive any interest thereon.

Substitution of securities shall be conducted through an Escrow Agreement substantially similar to that found in Cal Pub Contract Code § 22300(f).


PLEASE NOTE: 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.



Blanca Acosta
Clerk of the Board of Supervisors

1-28-25

Date

Approved for Construction


John A. Gay, P. E.
Director of Public Works

1/28/25

Date

VICINITY MAP



IMPERIAL COUNTY
PUBLIC WORKS
DEPARTMENT
EL CENTRO, CA

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227
COUNTY PROJECT NO. SR6081CED

LOCATION MAP



IMPERIAL COUNTY
PUBLIC WORKS
DEPARTMENT
EL CENTRO, CA

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
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COUNTY PROJECT NO. SR6081CED

INFORMATION FOR BIDDERS

1. Preparation of Bid Form. COUNTY invites bids on the form attached to be submitted at such time and place as is stated in the form *Notice to Contractors Calling for Bids*. All blanks in the bid form must be appropriately completed, and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received by COUNTY prior to the date and time specified for opening bids. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bid Security. Each bid shall be accompanied by a certified or cashier's check payable to COUNTY or a satisfactory bid bond in favor of COUNTY executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as guarantee that the bidder shall execute the contract if it be awarded to it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within ten (10) days after notification of the award of the contract to the bidder.
3. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in COUNTY's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification may be considered.

Any proposed modifications of a bidder's bid must be in writing and received by COUNTY prior to the date and time specified for opening bids.

5. Erasures. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction and the surname, or surnames of the person or persons signing the bid.
6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum or other document, or to visit the site and acquaint itself with conditions there existing, shall in no way relieve any bidder from obligations with respect to its bid or to the contract. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

7. Withdrawal of Bids. Any bidder may withdraw its bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
8. Relief from Mistake in Bid. The attention of bidders is called to Public Contracts Code sections 5100 to 5104, particularly the requirements of section 5103 which requires that grounds for relief from a mistaken bid require written notice to the public entity within five (5) working days after the opening of the bids of mistake and such notice shall detail how the mistake occurred. Please note that a bidder shall not be relieved of its bid unless the elements of Public Contract Code section 5103 are met and the written consent of COUNTY is obtained and/or by order of a court of competent jurisdiction.
9. Agreements and Bonds. The agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of the surety bonds which it will be required to furnish at the time of execution of the agreements, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the *Agreement*, the *Performance Bond*, and the *Payment Bond* for County Projects is as specified in the *Special Conditions*.
10. Interpretation of Plans and Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications, he or she shall submit to COUNTY a written request for an interpretation or correction thereof no less than ten (10) days prior to the bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretations or correction of the contract documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder. The interpretation of Plans and documents upon bid award shall be addressed in accordance with Article 2 of the "General Conditions."
11. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or make a prime proposal.
12. Award of Contract. COUNTY reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by COUNTY, will be to the lowest responsible bidder therefore. Award of the contract may be on May 2025 (tentative), and an Agreement shall be presented to the successful bidder at that time. Successful bidder shall then have ten (10) days to execute the Agreement and provide all payment and performance bonds required for this project. Please note that a posted tabulation may be a preliminary tabulation which has not been reviewed for responsiveness and

responsibility. It is possible that the lowest bidder will not be awarded the contract because of non-responsiveness or non-responsibility.

13. Alternates. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.
14. Bidder Contact Information. The bidder shall submit complete name, address and phone listings, (including fax), and contact person at bidder's company, provide a complete list of all personnel, subcontractors, and other agencies that will be assigned to this project and the responsibility that each will have.
15. Listing Subcontractors. Each bidder shall submit with its sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Pub. Cont. Code, § 4100, et seq.). Forms for this purpose are furnished with the contract documents.
16. Workers Compensation and Prevailing Wage Compliance.
 - 16.1. Workers Compensation. In accordance with the provisions of Labor Code section 3700 *et. seq.* Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with COUNTY the following certificates prior to performing the work under this contract: "I am aware of the provisions of section 3700 of Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.
 - 16.2. Prevailing Wage Compliance. Contractor and its subcontractors shall pay all workers employed on the Project the rates determined by the Director of the California Department of Industrial Relations (DIR). 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.
 - 16.3. For those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement, be advised that the Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). CMU is a new component within the State Division of Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The CMU began operations on January 1, 2012, following the recent adoption of AB 436 and approval of revisions to program regulations. By actively monitoring compliance on an ongoing basis while work is being

performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates and in helping maintain a level playing field for contractors who comply with the law.

Effective Date and Applicability: The laws and regulations that govern the new program are effective January 1, 2012. Only projects for which the public works contract is awarded on or after January 1, 2012 are subject to the CMU requirements. For further information concerning compliance monitoring please visit the website located at: <https://www.dir.ca.gov/Public-Works/publicworks.html>.

17. Substitution of Security. Contractors may substitute securities in place of retained funds withheld by COUNTY in accordance with the provisions of Cal. Pub. Contract Code Section 22300.
18. Contractor's Pre-Bid Conference.
 - 18.1. A Pre-Bid Conference will be held on the following date: Monday, February 10th, 2025 at:

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

Contact Person: Ivan A. Negrete, Administrative Analyst
E-mail: ivannegrete@co.imperial.ca.us

- 18.2. Before submitting a bid, ALL BIDDERS are required to examine the project site and fully inform themselves as to all existing site conditions and limitations. The bid proposal shall include the cost of all items necessary for the construction of the Project. Bidder shall not receive any additional compensation for costs resulting from conditions that Bidder could have discovered with due diligence prior to submitting a bid.
 - 18.3. In accordance with Paragraph 10 of the Information for Bidders, any questions to be presented at the Pre-Bid Conference must be in writing and received by COUNTY from General Contractor or subcontractor submitting a Bid on or before Thursday, February 6th, 2025 at 4:00 PM in the Public Works office located at 155 South Eleventh Street, El Centro, California, 92243.
19. Calendar of Events.

1. Bid packages available	Tuesday, January 28th, 2025
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2.	Pre-Bid Conference and Facility Walkthrough (Non-Mandatory)	<u>Monday, February 10th, 2025 at 9:00am</u>
3.	Return of Written Plans, Document Questions, and Substitution Requests. <u>Please be advised that Substitution Requests submitted after the due date may render this bid unresponsive.</u>	<u>Friday, February 14th, 2025 4:00pm</u>
4.	Bid package, inclusive of completed bid forms, and bid bond required to be submitted hereunder must be received by COUNTY on or before at: Clerk of the Board 940 Main Street, Suite 209 El Centro, CA 92243 Phone: (760) 482- 4220	<u>Friday, March 7th, 2025 at 2:00pm</u>
5.	Bid Opening in Board Chambers	<u>Friday, March 7th, 2025 at 2:00pm</u>
6.	Board of Supervisors review and consideration of award on approximately	<u>May 2025 (Tentative)</u>
7.	Execution of Contract	<u>June 2025 (Tentative)</u>
8.	Commencement of construction on or before	<u>June 2025 (Tentative)</u>
9.	Completion of construction on	<u>December 2025 (Tentative)</u>

BID FORM

TO: Acting by and through its Board of Supervisors, hereinafter called COUNTY.

1. Pursuant to and in compliance with your *Notice to Contractors Calling for Bids* and the other documents relating thereto, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated by the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete it in a workmanlike manner, all of the work required in connection with the

IMPERIAL COUNTY Wiest Lake Boat Launching Facility Project 5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

All in strict conformity with the drawings and specifications and other contract documents, including addenda nos., _____, _____, _____, and _____, on file at the office of Public Works Facilities Management, for the total sum of _____ Dollars (\$ _____), hereinafter called the *Base Bid Price*.

Warning - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this proposal may be rejected.

COUNTY reserves the right to make award or any combination of base bid process plus deductive bid items as COUNTY determines to be in its best interest.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sump SF = Square Feet TON = (2,000 lbs)

ITEM No.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization, temporary facilities, construction sign, insurance, bonds, taxes, fees, permits and similar expenses	LS	1		
2.	Saw Cut Existing AC Pavement	LF	760		
3.	Remove and Dispose Existing AC Pavement from Existing Parking Lot Area	SY	4200		
4.	Remove and Dispose Existing Planters Including Existing AC Pavement, Existing Concrete Curb, Existing Trees and Existing Underlying Material to Design Subgrade	EA	3		

	Elevation				
5.	Saw Cut Existing Concrete	LS	1		
6.	Remove and Dispose Existing Concrete Sidewalks and Existing Curb Returns Including Underlying Material to Design subgrade elevation	SF	1450		
7.	Remove and Dispose Existing Concrete Sidewalk Including Rebar and Underlying material to New Abutment Design Subgrade	LS	1		
8.	Remove and Dispose Existing 24ft by 80ft Shade Structure Including Posts and Foundation	LS	1		
9.	Contractor to Provide Lead Abatement and Testing for the Removal and Disposal of the 24ft by 80ft Shade Structure	LS	1		
10	Remove Existing AC Dike and Underlying Material	LF	415		
11	Construction Area Signs	LS	1		
12	Furnish and Install New ADA Access Ramps Including Truncated Domes	LS	1		
13	Install P.C.C. Sidewalk per County Detail (Including sand and subgrade preparation)	SF	1995		
14	Install 3-inch AC Pavement (40,500 SF)	TON	705		
15	Install 9-inch of Class II Base at Parking Area	CY	105		
16	Excavation Earthwork. Retention Basin Excavation. Contractor to Dispose Export Material	CY	60		
17	Furnish and Install New Parking Lot LED Lights, Light Pole, Including Foundation, Pull Box and Electrical Wiring.	EA	2		
18	Install Free Standing Concrete Curb	LF	300		
19	Striping Per Plans (Including Parallel and Diagonal Parking Stalls, Walkways, Lettering, Arrows, No Parking Areas, Loading Zones, Accessible Parking Spaces, and Accessible Parking Signs)	LS	1		
20	Furnish and Install Concrete Wheel Stops for ADA Parking Spaces	EA	1		
21	Furnish all Material and Install New 24ft by 80ft Steel Shade Structure Including Posts and Foundations per Details on Sheets 7 and 8	EA	1		
22	Furnish all Material and Install New 24ft by 140ft Steel Shade Structure Including Posts and Foundations per Details on Sheets 9, 10, and 11.	LS	1		
23	Adjust Existing Storm Drain Catch Basin	EA	1		
24	Furnish and Install New 8' x 60' Boarding Float per Details on Sheets 16-18	EA	1		
25	Furnish and Install Guide Piles per Details on	EA	3		

	Sheet 17				
26	Construct New Concrete Abutment per Detail on Sheet 16 of Construction Plans	EA	1		
27	Install 6-inch AD Dike	LF	225		
28	Install New CMU Single Unit Restroom, Including Water Service and Sewer Line	LS	1		
29	Electrical Wiring for Street Lights and New Restroom	LS	1		
30	Erosion and Sediment Control	EA	1		
31	New Project Sign and "Danger Overhead Power Lines" Sign.	LS	1		

TOTAL BASE BID: _____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

Warning - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this proposal may be rejected.

COUNTY reserves the right to make award or any combination of base bid process plus deductive bid items as COUNTY determines to be in its best interest.

2. It is understood that COUNTY reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required bid security is hereto attached.

4. The required list of proposed subcontractors is attached hereto.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to COUNTY a contract in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to COUNTY the Performance Bond and Payment Bond for the Public Works as specified, all within ten (10) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the Contractor, on the date to be stated in COUNTY's Notice to Contractors to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address identified in Paragraph 8 below.

7. Print/type the names of all persons interested in the foregoing proposal as principals in the space provided below:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

8. Licensed in accordance with act providing for the registration of Contractors:

Company Name: _____
Company Address: _____
Contact Name: _____
Contact Email #: _____
Phone #: _____
License #: _____ Expiration Date: _____
Classification (s): _____
DIR Registration #: _____ Expiration Date: _____
Gross Annual Receipts for the Firm: _____
Years in Business: _____
Age of Firm: _____

9. The undersigned certifies that he/she is now licensed in the appropriate trade in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is _____ and that said license expires _____, 20____.

10. By my signature on this proposal I certify, under penalty or perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty or perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, section 112 and Public Contract Code section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Proper Name of Bidder

Date: _____ By: _____
(Signature of bidder)

(Print/type signator's name)

(Print/type title)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signatures of authorized officers or agents, and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.

Business Address: _____
Place of Residence: _____

Telephone: _____
Fax Number: _____

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

State of California

County of Imperial

_____ [name of individual], being first duly sworn,
deposes and says that he or she is _____ [title of individual] of
_____ [name of business] the party making the
foregoing bid 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 thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation,
partnership, company association, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

Signature

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1354, Title 34, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Organization/Firm)

(Name & Title of Authorized Representative)

(Signature)

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Ch. 4 (commencing at section 4100), Div. 2, part 1 of the Cal. Pub. Cont. Code) and any amendments thereof, each bidder shall set forth below:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) the portion of the work which will be done by each subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion itself.

No prime Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent (1/2%) of 1 percent of the prime Contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in *Subletting and Subcontracting Fair Practices Act*.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (1/2%) of 1 percent of the prime Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

If all work is to be done without subcontractors, write "None" in the following space:

SUBCONTRACTOR LIST

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total contract Price, the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

TYPE OF WORK SUBCONTRACTOR WILL DO	NAME UNDER WHICH SUBCONTRACTOR IS LICENSED	CALIFORNIA CONTRACTOR LICENSE NO.	ADDRESS	DIR REG. NO.	PERCENT OF WORK

SUPPLIERS

NAME OF SUPPLIER	ADDRESS & TELEPHONE No.	TYPE OF MATERIAL

(Proper Name of Bidder)

By:

(Signature of bidder)

(Print/type signator's name)

(Print/type title)

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance 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.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance 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.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, section 112, the bidder hereby states under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Note: The above Statement questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute Signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1 (Chapter 376, Stat. 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 (3) 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 CHECK MARK 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.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

Labor Code section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a *Certificate of Consent to Self-Insure*, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to be self-insured and to pay any compensation that may become due to his or her employees."

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

(Proper Name of Bidder)

By: _____
(Signature of bidder)

(Print/type signator's name)

(Print/type title)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ County, hereinafter called COUNTY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to COUNTY for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 _____, for

IMPERIAL COUNTY
Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to it for signature, enter into the written contract with COUNTY in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay COUNTY the difference between the amount specified in said bid and the amount for which COUNTY may procure the required work and/or supplies, if the latter amount be in excess of the former; together with all costs incurred by COUNTY in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by COUNTY and judgment is recovered, Surety shall pay all costs incurred by COUNTY in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed, and these presents

duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

(Proper Name of Principal)

By: _____
(Signature)

(Print/type signator's name)

(Print/type title)

(Corporate Seal)

(Proper Name of Surety)

By: _____
(Signature)

(Print/type signator's name)

(Print/type title)

(Attached Attorney-In-Fact Certificate)

PERFORMANCE BOND

Whereas, The Board of Supervisors of the County of Imperial, State of California, and _____, (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project

IMPERIAL COUNTY Wiest Lake Boat Launching Facility Project
; LOCATED AT 5351 Dietrich Rd., Brawley, CA, 92227; COUNTY PROJECT NO.
SR6081CED, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____ (hereinafter designated as "surety"), are held and firmly bound unto the County of Imperial (hereinafter designated as "County") in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20_____.

Principal

By:

Surety

By:

Attorney-In-Fact

[Attach Required Acknowledgment]

PAYMENT BOND

Whereas, The Board of Supervisors of the County of Imperial, State of California, and _____ hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project IMPERIAL COUNTY Wiest Lake Boat Launching Facility Project; LOCATED AT 5351 Dietrich Rd., Brawley, CA, 92227; COUNTY PROJECT NO. SR6081CED, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Imperial to secure the claims to which reference is made in Title 3 (commencing with section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the County of Imperial and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the County of Imperial in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20_____.

Principal

By:

Surety

By:

[Attach Required Acknowledgment]

Attorney-In-Fact

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GENERAL CONDITIONS

Article 1. DEFINITIONS

- (a) COUNTY and Contractor are those mentioned as such in the Agreement. They are treated throughout the Agreement as if they are of singular number and neuter gender.
- (b) Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material work to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- (c) Surety is the person, firm, or corporation that executes as surety the *Contractor's Performance Bond* and *Payment Bond for the Public Works*.
- (d) Provide shall include "provide complete in place," that is, "furnish and install."
- (e) As Shown, As Indicated, As Detailed, refer to drawings accompanying these specifications.
- (f) Work of the Contractor or subcontractor includes labor or materials, or both.

Article 2. DRAWINGS AND SPECIFICATIONS

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of work. Materials or work described in words which so apply have a well-known technical or trade meaning and shall be deemed to refer to such recognized standards.

Interpretations. Figured dimensions on drawings shall govern but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scaled drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, it shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the contract for changes in work.

Misunderstanding of drawings and specifications shall be clarified by the Architect, whose decision shall be final.

Standards, Rules, and Regulations referred to are recognized printed standards, and shall be considered as one and a part of these specifications within limits specified.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in *Special Conditions*. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by COUNTY are its property. They are not to be used on other work, and, with exception of signed contract sets, are to be returned to COUNTY on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- (a) In case of ambiguity, conflict, or lack of information, Architect/Engineer shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.

- (b) Work shall be executed in conformity therewith, and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Parties recognize that time is of the essence of the Agreement and that COUNTY will suffer financial loss if the Work is not completed by the date set forth in paragraph 19.9 of the Information to Bidders section of this Agreement. The Parties also recognize the delays, expense and difficulties involved with proving in a legal proceeding the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as damages for delay (but not as a penalty), Contractor shall pay COUNTY the sum of four thousand dollars 00/100 dollars (\$4,000) for each calendar day the Work remains uncompleted after the time specified in this article or any written extension, whichever is later. Contractor agrees that the damages are not manifestly unreasonable under the circumstances and agree that such sum is not intended as a penalty against Contractor.

Article 7. PROGRESS SCHEDULE

Immediately after being awarded contract, Contractor shall prepare an estimated progress schedule (using the Critical Path Method (CPM) through a software program selected by COUNTY but at Contractor's sole expense) and submit the schedule for COUNTY's approval. Schedule shall indicate graphically the beginning and completion dates of all phases of construction. An updated progress schedule shall be submitted to COUNTY on a monthly basis.

Article 8. CONTRACT SECURITY

Unless otherwise specified, Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of this contract, and shall furnish a separate bond in an amount equal to one hundred percent (100%) of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, COUNTY will consider and accept multiple sureties on such bonds. COUNTY may reject at its discretion any bond issued by a surety that to COUNTY's satisfaction does not have a sufficient bond rating or history as a surety in the State of California to assure adequate security to COUNTY for the default of Contractor.

Article 9. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of COUNTY. Any assignment of money due to or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, Public Contract Code and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of COUNTY who is authorized in such capacity and on behalf of COUNTY to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with construction or project shall become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for COUNTY who is authorized in such capacity and on behalf of COUNTY to exercise any executive, supervisory, or other similar functions in connection with construction of project shall become directly or indirectly interested financially in this contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

COUNTY reserves the right to let other contracts in connection with this work. Contractor shall afford other Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinates its work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to Architect/Engineer any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure so to inspect and report shall constitute its acceptance of other Contractor's work as fit and proper for reception of Contractor's work, except as to defects which may develop in other Contractor's work after execution of Contractor's work.

To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place, and shall at once report to Architect any discrepancy between executed work and contract documents.

Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by COUNTY in prosecution of the project to the end that Contractor may perform its contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, COUNTY shall decide which Contractor shall cease work temporarily and which Contractor shall continue or whether work can be coordinated so that Contractors may proceed simultaneously. COUNTY shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of COUNTY respecting the order of

precedence in performance of contracts.

Article 12. SUBCONTRACTING

- (a) Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to COUNTY for acts and omissions of Contractor's subcontractor and of persons either directly or indirectly employed by Contractor's subcontractor as it is for acts and omissions of persons directly employed by itself. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and COUNTY.
- (b) COUNTY's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of its obligations under this contract, and no such consent or approval shall be deemed to waive any provision of this contract.
- (c) Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code sections 4100, et seq.
- (d) Contractor represents and warrants that it and its subcontractors are not ineligible to work for COUNTY due to violations of Labor Code sections 1777.1 and 1777.7.

Article 13. DEFAULTS & REMEDIES

- (a) 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:
 - (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 Paragraph (2) below.

- (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.
 - (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.
- (b) Damages. 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.
 - (c) 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.

- (d) Limit on Force Majeure Damages. Contractor shall not be responsible for repairing or restoring damage to work caused by an act of God, 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.
- (e) 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.

Article 14. WARRANTIES

- (a) 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.

Note: Product Warranty on specifications.

- (b) 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.
- (c) Manufacturers’ Warranty Information. 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. In the event of failure of Contractor to comply with above-mentioned conditions within one (1) week after being notified in writing, COUNTY is hereby authorized to proceed to have defects repaired and made good at expense of Contractor, who hereby agrees to pay costs and charges therefore immediately on demand.

Article 15. NOTICES AND REPORTS

(a) All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

COUNTY

Imperial County Department of Public Works
Attention: Director
155 South Eleventh Street
El Centro, CA 92243

With Copies to:

Imperial County Executive Office
Attention: County Executive Officer
940 West Main Street, Suite 208
El Centro, CA 92243

and:

Imperial County Department of Human
Resources and Risk Management
Attention: Director
940 West Main Street, Suite 101
El Centro, CA 92243

CONTRACTOR

Business Name:

Address:

(b) Notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

Article 16. WORKERS

(a) Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on work any unfit person or anyone not skilled in work assigned to that person. Contractor shall at all times enforce rules and standards regarding sensitive information. Contractor shall not permit workers to touch or otherwise touch, read, review, copy, or access any sensitive or confidential information. Contractor shall be responsible for any worker violating sensitive information standards.

(b) Any person in the employ of the Contractor whom COUNTY may deem incompetent or unfit shall be dismissed from work, and shall not again be employed on it except

with written consent of COUNTY.

- (c) Contractor shall provide COUNTY with a list of all current employees. Contractor shall notify COUNTY of all new employees one week prior to their start date.
- (d) All Contractor's employees shall be required to comply with the work rules established for the project site; and shall be identified while on the premises by picture identification card furnished at his/her expense, indicating their name or number; and by shirt, blouse or smock indicating the company name or logo in print large enough to be easily read. Contractor's employees shall have effective communication skills to perform such tasks and communicate with the COUNTY and its representatives.
- (e) It shall be the responsibility of Contractor to ensure all workers do not access sensitive information. COUNTY shall have the right to perform a background check and clearance requirements of all workers that have access to sensitive information. Notwithstanding anything in this agreement to the contrary, the Contractor must comply with background check and clearance requirements of the California Department of Justice (DOJ) and the California Department of Motor Vehicles (DMV) relating to any Contractor employee who has physical access to any area which is either connected to, or contains records from, the DOJ criminal computer database, including without limitation, the California Law Enforcement Telecommunications System and the Criminal Offender Record Information, or the DMV computer database (collectively, "the Databases"). If requested by the COUNTY, the Contractor must provide to the COUNTY suitable documentation evidencing the Contractor's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to the Databases.

Article 17. PREVAILING WAGE AND PAYROLL RECORDS

- (a) Contractor agrees to comply with sections 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. For those Public Works Projects that are subject to the State Department of Industrial Relations (DIR), Division of Labor Standards Enforcement (DLSE) compliance monitoring and enforcement it is the Contractor's responsibility to submit certified payroll records directly to the state Compliance Monitoring Unit (CMU). More information concerning state compliance can be found at <https://www.dir.ca.gov/Public-Works/publicworks.html>. 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.
- (b) Notwithstanding paragraph (a), Contractor is not liable for any penalties pursuant to paragraph (a) when a subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages unless:
 - (1) Contractor had knowledge of that failure of the subcontractor to pay the specified

prevailing rate of wages to those workers; or

- (2) Contractor fails to comply with all of the following requirements:
 - (A) 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 sections 1771, 1775, 1776, 1777.5, 1813 and 1815; and
 - (B) 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
 - (C) 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
 - (D) 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 section 1813.
 - (E) Prevailing Wage Compliance. Contractor and its subcontractors shall pay all workers employed on the Project the rates determined by the Director of the California Department of Industrial Relations (DIR). 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.

Article 18. APPRENTICES

- (a) Contractor agrees to comply with sections 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 section 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 section 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 section 3077. Only apprentices, as defined in California Labor

Code section 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 is less than thirty thousand dollars (\$30,000).

- (b) If the Project falls within the jurisdiction of California Labor Code section 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.

Article 19. HOURS OF WORK

Contractor agrees to comply with sections 1810 through 1815 of the California Labor Code and, when applicable, the Contract Work Hours and Safety Standards Act (40 USC §327 et seq.; 29 CFR Part 5) 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.

Article 20. INSURANCE COVERAGES

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 as follows:

<u>INSURANCE</u>	<u>MINIMUM LIMIT</u>
<u>Worker’s Compensation, Coverage A</u>	Statutory
<u>Employers Liability, Coverage B</u>	\$2,000,000.00 per accident for bodily injury or disease
<u>Commercial General Liability Including Contractual Liability</u>	
Operations, Products and Completed Operations:	
Personal/Bodily Injury	\$2,000,000.00 / occurrence \$5,000,000.00 / aggregate
Property Damage	\$2,000,000.00 / occurrence \$5,000,000.00 / aggregate
<u>Commercial Automobile Liability (owned, hired, & non-owned vehicles)</u>	
Personal/Bodily Injury & Property Damage	\$2,000,000.00
Unemployment Insurance	To Be Determined by Scope of Work
Disability Insurance	To Be Determined by Scope of Work
Liability Insurance	To Be Determined by Scope of Work

Additional Endorsements Required:

1. Waiver of Subrogation
2. Additional Insured Endorsement
3. Primary & Non-Contributory Coverage

Article 21. SPECIAL INSURANCE REQUIREMENTS

(a) All insurance required under Article 20 shall:

- (1) Be procured from an insurer authorized to do business in California.
- (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.
- (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.
- (4) State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.
- (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.

(b) Additional Insurance Requirements.

- (1) Complete copies of certificates of insurance for all required coverages including additional insured endorsements and thirty-day (30-day) notice of cancellation clause endorsements shall be attached hereto as Exhibit E and incorporated herein as though fully set forth.
- (2) COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

(c) 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.

Article 22. INSURANCE ENDORSEMENTS, CLAUSES, & INFORMATION

(a) The comprehensive/commercial general liability insurance shall contain a provision of endorsements stating that such insurance:

- (1) Includes contractual liability;
- (2) 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;

- (3) Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage;
 - (4) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
 - (5) Includes COUNTY, architect, and the construction manager as an additional insured;
 - (6) States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause; and
 - (7) Does not contain any exclusion 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."
- (b) Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to COUNTY stating date of cancellation or reduction. Date of cancellation may not be less than thirty (30) days after date of mailing notice."
- (c) Certificates of insurance shall state, in particular, those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

Article 23. PROOF OF INSURANCE

Contractor shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until Contractor has obtained all required insurance, certificates and endorsements, including but not limited to, Additional Insured Endorsements and thirty-days (30-days) Notice of Cancellation Clause endorsements have been delivered in duplicate to and approved by COUNTY. The above referenced insurance documents must be received by COUNTY on or before the effective date of this Agreement and shall be sent to the following addresses:

- (i) County of Imperial
Risk Management Department
940 Main Street, Suite 101
El Centro, CA 92243
- and
- (ii) Department of Public Works
Attn: Director of Public Works
1002 State Street
El Centro, CA 92243

Article 24. 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.

Article 25. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 26. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by COUNTY, unless otherwise specified.

Article 27. SURVEYS

Surveys to determine location of property lines and corners will be supplied by COUNTY. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 28. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, COUNTY, upon request, will execute a certificate of exemption which will certify: (a) that COUNTY is a political subdivision of the state for the purpose of such exemption; and (b) that the sale is for the exclusive use of COUNTY. No excise tax for such materials shall be included in any bid price.

Article 29. PATENTS AND ROYALTIES

Contractor shall hold and save COUNTY and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by COUNTY, unless otherwise specifically stipulated in the contract documents.

Article 30. MATERIALS

Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within the specified time.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work, and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract. No material, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work, and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to

COUNTY free from any claims, liens, or charges. Contractor further agrees that neither Contractor nor any person, firm, or corporation furnishing materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise COUNTY as to owner thereof. Nothing contained in this Article, however, shall defeat or impair the right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of COUNTY, and this provision shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

See Comprehensive Specifications for material requirements.

Article 31. SUBSTITUTIONS

Whenever specifications for any material, product, thing, service, or process is indicated or specified by grade, patent or propriety name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of material, product, thing, service, or process desired, and shall be deemed to be followed by the words "or equal", and Contractor may, unless otherwise stated, offer any material, product, thing, service or process which shall be equal or better in every respect to that so indicated or specified. If the material, product, thing, service, or process offered by Contractor is not, in the opinion of COUNTY and Architect/Engineer, equal or better in every respect to that specified, then Contractor shall furnish the material, product, thing, service, or process specified. The burden of proof as to equality of any material, product, thing, service, or process shall rest with Contractor. Contractor shall only be authorized to substitute any designated material, product, thing, service or process required under this contract if such request, together with substantiating data for substitution of an "or equal" item is timely submitted in accordance with the Calendar of Events set forth under section 19.3 of the "INFORMATION FOR BIDDERS" form and approval thereof is authorized in writing by COUNTY within the time frame set forth under Public Contract Code section 4104.5(a). Notwithstanding, in the event CONTRACTOR discovers after the stated substitution request filing deadline that a designated material, product, thing, service or process is no longer available and/or the use of the same is necessary to complete the project, CONTRACTOR may within thirty (30) days after award of the contract submit a "late substitution request", together with substantiating data for substitution of an "or equal" item for COUNTY's review and consideration. However, COUNTY shall have the sole discretion in granting such a late substitution request and shall not be required to accept the same even if the material, product, thing, service or process is equal or better in every respect.

It should be emphasized that a Contractor's request to substitute an "equal" material, product, thing or service for one designated in the contract specifications and/or COUNTY's subsequent written approval thereof, shall not in any way authorize an extension of time for performance of this contract. Moreover, in event Contractor furnishes a material, product, thing or service that is more expensive than that specified, the difference in cost of such material, product, thing, service or process, so furnished shall be borne solely by

Contractor.

Article 32. SHOP DRAWINGS

Contractor shall check and verify all field measurements, and shall submit with such promptness as to cause no delay in Contractor's own work or in that of any other Contractor three (3) copies, checked and approved by Contractor, of all shop or setting drawings, schedules and materials lists required for the work of various trades. Architect/Engineer shall check and approve within ten (10) working days such schedules and drawings only for conformance with design concept of project, and compliance with information given in contract documents. Contractor shall make any corrections required by Architect/Engineer; file with Architect/Engineer three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect/Engineer's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Architect/Engineer's attention to such deviations at time of submission and secured Architect/Engineer's written approval, nor shall it relieve Contractor from responsibility for errors in shop drawings or schedule.

Article 33. SAMPLES

Contractor shall furnish for approval, within ten (10) days following award of contract, all samples as required in specifications together with catalogs and supporting data required by Architect/Engineer. This provision shall not authorize any extension of time for performance of this contract. Architect/Engineer will check and approve such samples, within five (5) working days from receipt of same, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples.

Article 34. COST BREAKDOWN AND PERIODICAL ESTIMATES

Contractor shall furnish on forms provided by COUNTY:

- (a) Within ten (10) days of award of contract, a detailed estimate giving complete breakdown of contract price.
- (b) A periodical itemized estimate of work done for purpose of making partial payments thereon.
- (c) Within ten (10) days of request by COUNTY, a schedule of estimated monthly payments which shall be due Contractor under the contract.

Values employed in making up any of these schedules will be used only for determining basis of partial payments, and will not be considered as fixing a basis for additions to or deductions from contract price.

- (d) **Schedule of Values.** Prior to submitting the first application for payment, Contractor must prepare and submit to the County a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the

Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

Article 35. PAYMENTS

- (a) Each month, within fifteen (15) days after receipt of approved periodical estimate for partial payment, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of value of work performed up to last day of previous month, less aggregate of previous payments. Monthly payments shall be made only on basis of monthly estimates which shall be prepared by Contractor on a form approved by COUNTY and filed before the fifth (5th) day of month during which payment is to be made. Work completed as estimated shall be an estimate only, and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, and COUNTY shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by COUNTY or Architect, shall remain uncomplished with. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by COUNTY. Acceptance will be made only by action of the Board of Supervisors in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against COUNTY arising from this contract. At any time after fifty percent (50%) of the work has been completed, if COUNTY, by action of its governing body, finds that satisfactory progress is being made, COUNTY may make any of the remaining payments in full on actual work completed or may withhold any amount up to five percent (5%) thereof as COUNTY may find appropriate based on the Contractor's progress.
- (b) Contractor may elect to substitute or execute an escrow agreement (in the form prescribed by the Public Contracts Code) in place of retained funds held by COUNTY pursuant to Public Contract Code section 22300.
- (c) 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.

Article 36. PAYMENT WITHHELD

In addition to amount which COUNTY may retain under article entitled "Payments," COUNTY may withhold a sufficient amount of amounts of any payment or payments otherwise due to Contractor, as in COUNTY's judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.
- (b) Defective work not remedied.

- (c) Failure of Contractor to make proper payments to subcontractors or for material or labor.
- (d) Completion of contract, if there exists a reasonable doubt that contract can be completed for balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

COUNTY may apply such withheld amount to payment of such claims or obligations at COUNTY's discretion. In so doing, COUNTY shall be deemed the agent of Contractor, and any payment so made by COUNTY shall be considered as a payment made under contract by COUNTY to Contractor, and COUNTY shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. COUNTY will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 37. CHANGES AND EXTRA WORK

All change orders shall be subject to the Public Contract Code, including but not limited to sections 20137 and 20142, *et seq.*

- (a) 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:
 - (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;
 - (2) Any change or adjustment to the compensation set forth in this Agreement in Article 3 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
 - (3) Any request for adjustments to time for completion of the Project.
- (b) 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 at Article 3 or other compensation as a result of the changes.

- (c) Disputed Change Order Work. 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.
- (d) Authorized Representative. 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. The authority to execute a Change Order on this project shall not exceed the amount allowed by law pursuant to Government Code sections 20137-20142, *et seq.*

Article 38. DEDUCTIONS FOR UNCORRECTED WORK

If COUNTY deems it inexpedient to correct work injured or done not in accordance with contract, an equitable deduction from contract price shall be made therefore.

Article 39. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- (a) For all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered;
- (b) For all materials, tools and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at site of project and balance of cost thereof not later than the thirtieth (30th) day following completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and
- (c) To each of Contractor's subcontractors, not later than the fifth (5th) day following each payment to Contractor; the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 40. CONTRACTOR'S SUPERVISION

Unless personally present on premises where work is being done, Contractor shall keep on the work, during its progress, a competent superintendent satisfactory to COUNTY.

Contractor represents and warrants that any superintendent, employee, 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, training, and communication skills to perform such tasks and communicate with the COUNTY and its representatives.

Superintendent shall not be changed except with consent of COUNTY unless superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. Superintendent shall represent Contractor in Contractor's absence, and all directions given to superintendent shall be as binding as if given to Contractor. Other directions shall be so confirmed in written request in each case.

Contractor shall give efficient supervision to work, using Contractor's best skill and attention. Contractor shall carefully study and compare all drawings, specifications and other instructions, and shall at once report to Architect/Engineer any error, inconsistency or omission which Contractor may discover.

Article 41. INSPECTOR'S FIELD OFFICE

Contractor shall provide for use of COUNTY and its representative during construction working hours a temporary office of not less than seventy-five (75) square feet of floor area to be located as directed by COUNTY and its representative and to be maintained until removal is authorized by COUNTY and its representative. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key, type walk, or padlock hasp.

A table satisfactory for study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate air conditioning and heating for the field office until authorized removal.

Article 42. DOCUMENTS ON WORK

Contractor shall keep one copy of all contract documents, including addenda and change orders which are a part of contract documents, on job at all times. Said documents shall be kept in good order and available to Architect/Engineer representatives. Contractor shall be acquainted with and comply with all California Administrative Code provisions relating to this project, including, but not limited to, Title 19.

Article 43. UTILITIES AND RELOCATION

(a) All utilities, including, but not limited to, electricity, water, gas and telephone used on work, shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary systems.

If contract is for addition to existing facility, Contractor may, with written permission of COUNTY, use COUNTY's existing utilities by making prearranged payments to COUNTY for utilities used by Contractor for construction.

(b) Contractor shall not be assessed damages for delay in completion of the project when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline

utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation.

In accordance with section 4215 of the Government Code, if the Contractor, while performing the contract, discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, Contractor shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specification with reasonable accuracy and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 37 hereof.

Article 44. SANITARY FACILITIES

Contractor shall provide a sanitary, temporary, portable toilet facility as directed by the COUNTY and its representative for the use of all workers. The building shall be maintained in a sanitary condition at all times, and shall be left at the site until removal is directed by the COUNTY and its representative.

Article 45. TRENCHES

(a) Trenching Requirements – 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:

- (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 section 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.
- (2) In response to any written notice generated pursuant to paragraph (a) above, 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, shall issue a change order under the procedures described in paragraph 37 of the General Conditions.

- (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.
- (b) 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.

Article 46. PROTECTION OF WORK AND PROPERTY

Contractor shall be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence in connection with the prosecution of this contract, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by COUNTY. All work shall be solely at Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work, and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on; about or adjacent to premises where work is being performed. Contractor shall erect and properly maintain, at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to COUNTY by Contractor.

In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from COUNTY and its representative, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor shall so act, without appeal, if so authorized or instructed by COUNTY and its representative. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

Contractor shall:

- (1) Enclose working area with a substantial dust reducing barrier and public safety barricade, and arrange work to cause minimum amount of inconvenience to public and COUNTY Staff in their regular business activities.
- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by Architect.
- (4) When directed by COUNTY, take preventative measures to eliminate objectionable dust.
- (5) Confine Contractor's apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect, and shall not unreasonably encumber premises with materials, and enforce all instructions of COUNTY and Architect regarding signs, advertising, fires, danger signals, barricades and smoking, and require that all persons employed on work comply with all regulations while on construction site. Hazardous materials of any kind are not allowed on site, without prior written approval from COUNTY.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to COUNTY.

Article 47. LAY OUT AND FIELD ENGINEERING

All field engineering required for laying out Contractor's work and establishing grades for earthwork operations shall be furnished by Contractor at Contractor's expenses. Such work shall be done by a qualified civil engineer approved by Architect/Engineer. Any required "As-Built" drawings of site development shall be prepared by the approved civil engineer.

Article 48. CUTTING AND PATCHING

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or received by work of other Contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and Contractor shall make good after them as Architect/Engineer may direct. Contractor shall not endanger any work by cutting, excavating or otherwise altering work, and shall not cut or alter work of any other Contractor save with consent of Architect/Engineer.

Article 49. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by work; debris shall be removed from premises. Contractor shall not leave debris under, in or about the premises. Upon completion of work, Contractor shall clean any areas where debris has collected. Contractor shall remove temporary fencing, barricades, and any temporary facilities from site.

Article 50. CORRECTION OF WORK

Contractor shall promptly remove from premises all work determined by COUNTY as failing to conform to contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents without additional expense to COUNTY, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such work and materials within a reasonable time, fixed by written notice, COUNTY may remove the work and materials and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, COUNTY may liquidate such work and materials upon private sale, and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 51. ACCESS TO WORK

COUNTY and its representative shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that COUNTY's representative may perform their functions under contract.

Article 52. OCCUPANCY

COUNTY reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 53. COUNTY'S INSPECTOR

COUNTY may assign a representative to oversee work. Such representative shall have access to Inspector's Field Office and shall be fully informed of all progress and manner of work and character of materials. Representative shall have authority to stop work whenever provisions of the contract documents are not being complied with and Contractor shall instruct Contractor's employees accordingly.

All work shall be under observation of said COUNTY and its representative. Such personnel shall have free access to any or all parts of work at any time. Contractor shall furnish COUNTY and its representative reasonable facilities "Inspector's Field Office" for obtaining such information as may be necessary to keep COUNTY and its representative fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill Contractor's contract. COUNTY and its representative shall have authority to stop work whenever provisions of contract documents are not being complied with, and Contractor shall instruct Contractor's employees accordingly.

Article 54. TESTS AND INSPECTIONS

If contract, COUNTY's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with

such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than COUNTY, Contractor shall inform COUNTY of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by COUNTY, its representative and other public authority shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of COUNTY, its representative and public authority, it must, if required by COUNTY, its representative and public authority, be uncovered for examination and satisfactorily reconstruction at Contractor's expenses in compliance with contract.

Costs of tests of any material found to be not in compliance with contract shall be paid for by Contractor.

See Comprehensive Specifications for materials to be tested.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or COUNTY's representative, and not by Contractor.

Contractor shall notify COUNTY a sufficient time in advance of manufacture of materials to be supplied by Contractor under contract which must by terms of contract be tested, in order that COUNTY may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of COUNTY and subsequent testing and inspection.

Re-examination of questioned work may be ordered by COUNTY, and, if so ordered, work must be uncovered by Contractor. If such work be found in accordance with contract documents, COUNTY shall pay costs of re-examination and replacement. If such work be found not in accordance with contract documents, Contractor shall pay such costs.

Article 55. SOILS INVESTIGATION REPORT

When a soils investigation report obtained from test holes in site is available, such report shall not be part of this contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only and is not guaranteed, and does not form a part of the contract. Contractor is required to make a visual examination of site, and must make whatever tests Contractor deems appropriate to determine underground condition of soil. Contractor agrees that it will make no claim against COUNTY for damages in the event that, during progress of the work, Contractor encounters subsurface or latent conditions at site materially differing from those shown on drawings or indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in plans and specifications.

Article 56. ARCHITECT/ENGINEER'S AND CONSTRUCTION MANAGER'S STATUS

The construction manager shall be COUNTY's representative during the construction period, and shall observe the progress and quality of the work on behalf of COUNTY. The

construction manager shall have the authority to act on behalf of COUNTY only to the extent expressly provided in the contract documents. The construction manager shall have authority to stop work whenever such stoppage may be necessary in construction manager's reasonable opinion to insure the proper execution of the contracts.

The Architect/Engineer shall be, in the first instance, the judge of compliance with the design intent of the contract documents.

Article 57. INDEMNITIES

- (a) 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, attorney's 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.

- (b) Contractor agrees to defend with counsel acceptable to COUNTY, indemnify and hold COUNTY harmless from all Claims, including but not limited to:
 - (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;
 - (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;
 - (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;
 - (4) Infringement of any patent rights which may be brought against COUNTY arising out of Contractor's work;
 - (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
 - (6) Any breach by Contractor of the terms, requirements or covenants of this Agreement.

- (c) The indemnification provisions of Paragraphs 57(b)(1) through 57(b)(6) above shall extend to Claims occurring after this Agreement is terminated, as well as while it is in

force.

Article 58. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 59. LABOR - EMPLOYMENT SAFETY

Contractor shall maintain emergency first aide treatment for Contractor's employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. 651, *et seq.*).

Article 60. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 61. ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS (CLAYTON ACT AND CARTWRIGHT ACT)

Bidder shall comply with the following:

"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." Cal Pub Contract Code § 7103.5(b)

Article 62. SUBSTITUTION OF SECURITY

Upon Contractor's request, COUNTY will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of California Public Contracts Code, section 22300, if the Contractor deposits in escrow with COUNTY, or with a bank acceptable to COUNTY, securities eligible for investment under Government Code section 16430 or bank savings and loan certificates of deposit, subject to the following conditions:

- (a) Contractor shall bear the expense of COUNTY and the escrow agent, and COUNTY and the bank, in connection with the escrow deposit made.
- (b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amount of retention to be paid to the Contractor pursuant to this

Article.

- (c) Contractor shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing, inter alias:
- (1) the amount of securities to be deposited,
 - (2) the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (3) conversion of cash to provide funds to meet defaults by Contractor including, but not limited to, termination of Contractor's control over the work, stop notice filed pursuant to law or other amounts to be kept or retained under the provisions of the contract,
 - (4) decrease in value of securities on deposit,
 - (5) the termination of the escrow upon completion of the contract.
- (d) Contractor shall obtain the written consent of the surety to such agreement.

Article 63. NON-DISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- (a) 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. 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. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 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. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. section 794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.
- (b) Contractor and its subcontractors shall reference and abide by the guidance and Disadvantaged Business Enterprise specifications contained in the California Department of Transportation's Local Programs Procedures 06-01 (which has been approved and released at <http://www.dot.ca.gov/> when working pursuant to this Agreement.

Article 64. SPECIAL CONDITIONS

- (a) The work shall be commenced on the date stated in COUNTY's *Notice to the Contractor to Proceed* which date will not be greater than ten (10) consecutive calendar days from and after the date of execution of the contract, and shall be completed within One Hundred and Twenty (120) working days from and after the date stated in such notice. (See Article 2 of *Agreement* and Article 6 of *General Conditions*.)
- (b) The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the *General Conditions* is three (3).
- (c) The number of executed copies of the *Agreement*, the *Performance Bond*, and the *Payment Bond* for the *Public Works* required is six (6).

Article 65. CONTRACT CONSTRUCTION

This contract has been reviewed by legal counsel for both COUNTY and Contractor, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this contract and/or any and all amendments thereto.

Article 66. COGNIZANCE OF VIOLATIONS BY COUNTY

- (a) 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.
- (b) If COUNTY 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 section 1771.6 shall be followed.
- (c) COUNTY may bring an action in a court of competent jurisdiction to recover from Contractor 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:
 - (1) COUNTY previously affirmatively represented to Contractor in 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
 - (2) 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.

Article 67. LABOR STANDARDS COMPLIANCE REQUIREMENTS

- (a) 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.

For those Public Works Projects that are subject to the State Department of Industrial Relations (DIR), Division of Labor Standards Enforcement (DLSE) compliance monitoring and enforcement it is the Contractor's responsibility to submit certified payroll records directly to the state Compliance Monitoring Unit (CMU). More information concerning state compliance can be found at <https://www.dir.ca.gov/Public-Works/publicworks.html>. The responsibility for compliance with these provisions is fixed with the Contractor.

(b) 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.

Article 68. CONFLICT OF INTEREST AND GRATUITIES

(a) 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.

(b) 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 section 81000 to the extent required thereunder.

(c) 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.

(d) In the event this Agreement is terminated as provided herein, COUNTY shall be entitled (1) to pursue the same remedies against Contractor as it could pursue in the event of a breach of the Agreement by Contractor, and (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.

Article 69. FEDERAL CONTRACT REQUIREMENTS

(a) Signage Requirements.

- (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.
 - (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.
 - (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.
- (b) **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.
- (c) **Copeland "Anti-Kickback" Act Compliance.** When applicable, Contractor agrees to comply with the Copeland Act (18 USC §874 and 40 USC §276c; 29 CFR Part 3) which precludes Contractor and its subcontractors from in any way inducing an employee to give up any part of the compensation to which 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.

- (d) 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.
- (e) Certification Regarding Debarment, Suspension and Other Responsibility Matters. 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.
- (f) 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.
- (g) Clean Air Act and the Federal Water Pollution Control Act. When applicable, Contractor agrees to comply with all applicable standards, orders or 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.
- (h) 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.
- (i) 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.
- (j) The Civil Rights, HCD and Age Discrimination Act Assurances. 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.

(k) Standard Equal Opportunity Clause.

- (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 CFR 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:

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

- (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disabilities. 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 setting forth the provisions of this nondiscrimination clause.
- (B) 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, national origin or disabilities.
- (C) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) 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.
- (E) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (F) In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
 - (G) The Contractor will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1" through "7" in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."
- (1) 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; provided 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.
 - (2) 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.
 - (3) 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.

Article 70. INELIGIBILITY

If the Bidder has been deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7, then it shall be prohibited from bidding on, being awarded a contract for, or performing work as a subcontractor on this project, or any other public works project within the state of California.

Article 71. RESOLUTION OF CLAIMS

- (a) 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.

- (b) 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.

- (c) 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 request 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.

- (d) 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.
- (e) 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 the 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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 the Code of Civil Procedure Section 1141.10 et. seg. If the matter remains in dispute after judicial arbitration, the County or the Contractor may request a trial de novo.

Article 72. MISCELLANEOUS

- (a) Entire Agreement. This Agreement contains the entire agreement between COUNTY and Contractor relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or verbal.

- (b) Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of COUNTY.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Gender and Interpretation of Terms and Provisions. As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender. Contractor as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include 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 this Agreement.
- (g) 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.
- (h) Attorneys' Fees and Costs. If either Party herein brings an action to enforce the terms thereof or to declare rights hereunder, the prevailing Party in any such action, on trial or appeal, shall be entitled to reasonable attorneys' fees as fixed by the court and actual costs to be paid by the losing Party.
- (i) Authority.
 - (1) Each individual executing this Agreement on behalf of Contractor represents and warrants that:
 - (A) He/She is duly authorized to execute and deliver this Agreement on behalf of Contractor;
 - (B) 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;
 - (C) This Agreement is binding upon Contractor in accordance with its terms.
 - (2) Contractor shall deliver to COUNTY evidence acceptable to COUNTY of the

foregoing within thirty days of execution of this Agreement.

- (j) Counterparts. This Agreement may be executed in counterparts.
- (k) Review of Agreement Terms. This Agreement has been reviewed and revised by legal counsel for both COUNTY and Contractor, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

EXHIBIT A

GENERAL SPECIFICATIONS & REQUIREMENTS

IMPERIAL COUNTY

Wiest Lake Boat Launching Facility Project 5351 Dietrich Rd., Brawley, CA, 92227

COUNTY PROJECT NO. SR6081CED

FUNDING REQUIREMENTS

Bidders are to base their bids on the project funding being provided in whole or in part by the California Department of Parks and Recreation, Division of Boating and Waterways which will review and approve the contract award agreement, partial and final payments, and contract change orders.

Payment and retainage will comply with the Contract Agreement section 9, "Payment and Retention of Funds."

Bidders are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements found in paragraph 19.10 of the General Conditions.

LAWS AND REGULATIONS

Contractor shall comply with all applicable and current local, state, and federal laws, guidelines, standards, and California building codes.

SCHEDULE

Monday to Friday between 7:00 AM to 4:00 PM per Article 19. Hours of Work

PROJECT DESCRIPTION

Wiest Lake Park was established in the late 1940s as a recreational facility. The Park was initially used for daytrip type activities, such as fishing, boating, picnicking, and swimming. Over time, the park developed an RV park component, making the lake a multi-day destination. The lake is named after John Alfred Wiest, a well-known industrious agriculturist instrumental in the County's early development as one of California's premier farming regions. Most of the Park's facilities including the boating ramadas, existing bathroom, fishing dock, swimming area, and office date back to the 1940s and 1950s. The RV spaces were developed in the 1960s. The most recent addition occurred in 2008 with an expansion of RV spaces, addition of a playground, and improved landscaping.

The proposed project will update the existing Wiest Lake Boat Launching Facility by demolishing the existing abutment and installing a new abutment to fit the new pile-guided

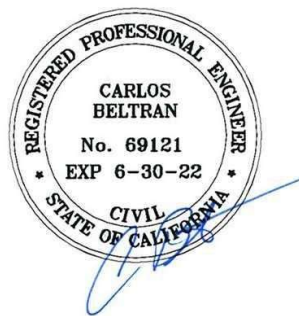
boarding float. The new boarding float and piles will consist of the installation of an 8' wide by 50' long steel frame boarding float with concrete decking that will be attached to the boat launching ramp abutment and supported by three guide piles. The existing shade structures will be demolished and replaced with two new shade structures, one 24' wide by 140' long and the other 24' wide by 80' long. It is intended to add riprap at the footings of the shade structures that will protect the footings from lakeside erosion, and the covered by sand so vessels can still beach as they have historically.

Additionally, improvements to the existing parking area are included in the proposed project, in which the parking area will be resurfaced and stripe to include a minimum of 19 vehicle-trailer parking spaces where one vehicle-trailer will be ADA compliant. 10 single-vehicle parking spaces and one accessible single-vehicle parking space will also be included. A single unit unisex ADA compliant boater restroom near boat launch ramp is also proposed. The project also includes adjusting the existing storm drain and installing a new one at the boat launching facility, site lighting and directional signage.



WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

Funded by:
California Department of Parks and Recreation
Division of Boating and Waterways



Prepared by:

**Dynamic Consulting
Engineers, Inc.**

for

Imperial County Department of Public Works

155 S. 11th Street
El Centro, CA 92243
Point of Contact: Ivan A. Negrete
Office (442) 265-1839

CONTRACT DOCUMENTS
NOV 2024

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1. ADVERTISEMENT FOR BIDS

**Imperial County Department of Public Works
 c/o Imperial County Office of the Clerk of the Board of Supervisors
 940 W. Main Street, Suite 209
 El Centro, CA 92243**

Separate sealed BIDS for the construction of the **Wiest Lake Boat Launching Facility Project** will be received by the **Imperial County Office of the Clerk of the Board of Supervisors located at 940 W. Main Street, Suite 209, El Centro, CA 92243 until 3:30 pm** (prevailing local time) on **Friday, February 21st, 2025**, and then at said office will be publicly opened and read aloud.

The PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS may be examined at the following locations:

Imperial County Department of Public Works
 155 S. 11th Street El Centro, CA,92243, Phone: (442) 265-1839

Copies of the CONTRACT DOCUMENTS may be obtained at the office of **Imperial County Department of Public Works, located at 155 S. 11th Street, El Centro, CA 92243** upon the nonrefundable payment of **\$100.00** for each set.

A **Mandatory** Pre-bid Conference for prospective BIDDERS will be held at Imperial County Department of Public Works, at 155 S. 11th Street at **2:00 pm** (prevailing local time), on **Friday, February 7th, 2025**. To become a qualified Bidder, all contract documents shall be obtained, and a representative of the Bidder shall be required to sign the official attendance sheet at the **Mandatory** Pre-bid Conference.

Bidders are notified that this construction project is financed California Department of Parks and Recreation Division of Boating and Waterways. Neither the Unites States nor any departments, agencies, or employees is, or will be, a part of this Invitation for Bids or any resulting contract.

The Contractor and Subcontractors on this project must comply with the Federal Davis-Bacon and Related Acts, California Department of Regulations Wage Determinations and California Labor Codes pertaining to Public Works projects, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, and Federal Occupational Safety and Health Act as set for the in the Contract Bid Documents. This municipality is an equal employment opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

The female and minority goals are applicable to the contractor's aggregate onsite construction work force whether or not part of that work force is performing work on a federal or federally assisted construction contract or subcontract as follows:

Time- tables	Goals for female participation in each trade
From December 30, 1980, until further notice	6.9%

Time- tables	Goals for minority participation for each trade
From November 3, 1980, until further notice	16.2% - Imperial County – Non SMSA Counties 16.9% - San Diego County – SMSA Counties

Until further notice, the above goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction

work force, regardless of whether or not part of that work force is performing work on a Federal; Federally assisted, or non-Federally related project, contract, or subcontract.

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.

In projects involving construction where federal funding exceeds \$200,000 and any individual contract or subcontract exceeds \$100,000, the Contractor shall have incorporated into their contract the Section 3 clause and comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

The Contract executed between the General Contractor and the Awarding agency and the General Contractor and any subcontractor at any tier, for the performance of work on the public works project shall contain the complete verbiage as found in the contract between the Imperial County and the General Contractor including at a minimum a copy of the provisions of California Labor Codes, Sections 1726, 1771, 1775, 1776, 1777.5, 1813, and 1815.

In order to comply with HUD Section 3 requirements set forth in 24 CFR 135 of the Code of Federal Regulations, Section 3 Business Concerns are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities to Section 3 Business Concerns.”

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the County to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County or with a State- or Federally-chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the County which provides that no portion of the securities shall be paid to the Contractor until the County has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The County will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the County of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to 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 the Contractor and the County.

Prevailing Wage Rates: Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site. Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, California 94101 (415) 737-2794. This project will be under the Davis-Bacon and State of California Prevailing determinations. The particular wage rates will be determined by the highest rate between the Davis Bacon and State determinations.

If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, Contractor shall submit satisfactory, documentary proof that the person(s) executing said contract on the behalf of said corporation has authority to do so.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class “B” California Contractor’s license.

(Date)

(Owner’s Signature)

2. INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered:

Imperial County Department of Public Works
155 S. 11th Street
El Centro, CA 92243
Phone: (442) 265-1818
Fax: (442) 265-1859

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the payment, of **four hundred dollars (\$400.00)** may be obtained from the Issuing Office. **The payment is nonrefundable.**

2.02 Complete sets of Bidding Documents must be purchased from **Imperial County Department of Public Works** pursuant to the preparation of Bids. Neither the Owner nor the Engineer assumes any

responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- 2.03 The Owner and the Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within **five (5) days** of the Owner's request, the Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below. The bidder certifies that all statements and information are true and accurate.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that the Engineer has used in preparing the Bidding Documents.

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by the Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. The Bidder is responsible for any interpretation or conclusion that the Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports as shown or indicated on such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the Owner and the Engineer by the Owners of such Underground Facilities, including the Owner, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that the Engineer has used in preparing the Bidding Documents.

- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by the Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. The Bidder is responsible for any interpretation or conclusion that the Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports as shown or indicated on such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, the Owner will provide the Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as the Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. The Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by the Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, the Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy the Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy the Bidder as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. Correlate the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in Bidding Documents and the written resolutions thereof by the Engineer are acceptable to the Bidder, and that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A **Mandatory Pre-Bid Conference** will be held at **9:00 am** on Friday, **February 7th, 2025**, at the ***Imperial Count Department of Public Works, at 155 S. 11th Street, El Centro, CA 92243***. Representatives of the Owner and the Engineer will be present to discuss the Project. Attendance is mandatory. A site visit will immediately follow. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the County in writing. Questions shall be submitted to:

Imperial County Department of Public Works
155 S. 11th Street
El Centro, CA 92243
Phone: (442) 265-1839
Email: ivannegrete@co.imperial.ca.us

Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the County as having received the Bidding Documents. Questions received after April 21st 2015 at 5:00pm, or less than **thirteen (13) days** prior to the

date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or the Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by a Bid Security made payable to the Owner in an amount of **ten percent (10%)** of Bidder's maximum Bid price and in the form of a certified check or a Bid Bond (EJCDC No. C-430, 2002 Edition) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within **fifteen (15) days** after the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of **seven (7) days** after the Effective Date of the Agreement or **sixty-one (61) days** after the Bid Opening, whereupon the Bid Security furnished by such Bidders will be returned.
- 8.03 The Bid Security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within **seven (7) days** after the Bid Opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by the Engineer as a substitute unless a written request for approval has been submitted by Bidder and has been received by the Engineer at least **fifteen (15) days** prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed item will be final. If the Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to the Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within **five (5) days** after the Bid Opening, submit to the Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by the Owner. If the Owner or the Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, the Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If the apparent Successful Bidder declines to make any such substitution, the Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which the Owner and the Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and the Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 The Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom the Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in Supplement Conditions 6.06.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from County.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid shall be signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each, *Bid Item*, *Deductive Alternate*, and *Unit Price Item* listed therein, or the words “No Bid”, “No Change” or “Not Applicable”.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 13.06 A Bid by an individual shall show the Bidder’s name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid form. The business address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.

- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 The address and telephone number and email address for communication regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of the Bidder's authority and qualification to do business in the State of California. Bidder's state contractor license number for the state of the Project shall also be shown on the Bid Form. Bidders shall possess a valid State of California Contractors "B" License at the day and time of the opening of proposals. The license shall be valid during the contract period.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Schedule of Values.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The Final Quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in the favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one (1) separate unbound copy of the Bid Form, and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner at the address in Article 1.01 of the Bid Form.

Project Title: Wiest Lake Boat Launching Facility Project

**Office of the Clerk of the Board of Supervisors
c/o Imperial County Department of Public Works
940 W. Main Street, Suite 209
El Centro, CA 92243**

ARTICLE 16 - MODIFICATION OR WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

- 16.02 If within **twenty-four (24) hours** after Bids are opened any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid Security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

- 17.01 The Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and Deductive Alternates will be made available to the Bidders after the opening of the Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The Owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one (1) Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating the Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 The Owner may conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, the Owner will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. **The Award shall be made to the lowest responsive, responsible Bidder. The lowest responsive, responsible Bidder shall be determined by: (1) lowest overall cost to the owner, (2) evaluation of Bidder's experience and, (3) a Bidder's proposal that complies with all of the requirements prescribed in this document.**

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within **fifteen (15) days** thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. **Within ten (10) days thereafter, the Owner shall deliver one (1) fully signed counterpart to the Successful Bidder with five (5) complete sets of the "Issued for Construction" Drawings with appropriate identification.**

21.02 N/A

21.03 Concurrence by the County of Imperial in the award of the Contract is required before the Contract is effective.

ARTICLE 22 - SALES AND USE TAXES

22.01 Contractor shall pay all sales, use and other taxes as specified in Paragraph 6.10 of the General Conditions.

ARTICLE 23- WORKERS' COMPENSATION REQUIREMENTS

23.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of workers' compensation to its employees.

23.02 In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the Owner with a statement as follows: "I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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."

ARTICLE 24 – SUBCONTRACTOR LISTING LAW

24.01 In accordance with Section 4104 of the California Public Contract Code, each Bidder, in his or her Bid, shall set forth the name and the location of the place of business of each Subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.

24.02 In accordance with Section 4107 of the California Public Contract Code, no Contractor whose Bid is accepted shall without consent of the OWNER either: (a) substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid; or (c)

sublet or subcontract any portion of the Work in excess of one-half of one percent of the prime Contractor's total Bid as to which his or her original Bid did not designate a Subcontractor.

- 24.01 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than **ten percent (10%)** of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to **five (5) day's** notice of the time and place thereof.

ARTICLE 25 – FUNDING REQUIREMENTS

- 25.01 Bidders are to base their bids on the project funding being provided in whole or in part by the California Department of Parks and Recreation Division of Boating and Waterways which will review and approve the contract award, contract agreement, partial and final payments, and contract change orders.
- 25.02 Payment and retainage will comply with the contract agreement section 6.02 "Progress Payments; Retainage."
- 25.03 Intentionally left blank
- 25.04 Bidders are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements found in paragraph 18.10 of the General Conditions.

ARTICLE 26 – PROHIBITING WORK BY CERTAIN CONTRACTORS

Pursuant to the provisions in Section 1777.1 and 1777.7 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>

While the County is responsible for the completeness and accuracy of the Plans and Specifications, the Contractor is required to review the Plans and Specifications and promptly report any errors or omissions to the County.

3. WAGE REQUIREMENTS

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

Statutory Penalty for Failure to Pay Minimum Wage

- A. In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit **fifty dollars (\$50.00)** for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work

- A. In accordance with 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit **twenty-five dollars (\$25.00)** for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Apprenticeship Requirements

- A. CONTRACTOR agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice hour for each five (5) journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and 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 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least sixteen (16) years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records

- A. Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the OWNER or the Division of Labor Standards Enforcement, the Contractor shall, within **ten (10) days**, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.

4. BID FORM

Project Identification: **Wiest Lake Boat launching Facility Project**

Contract Identification and Number:

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ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To:

**Imperial County Office of the Clerk of the Board of Supervisors
c/o Imperial County Department of Public Works
940 W. Main Street, Suite 209
El Centro, CA 92243**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER’S ACKNOWLEDGMENTS

2.01 The Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The Bid will remain subject to acceptance for **sixty (60) days** after the Bid Opening, or for such longer period of time that the Bidder may agree to in writing upon a request from the Owner.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, the Bidder represents that:

A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. The Bidder has visited the Site and become familiar with and is satisfied as to the General, Local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. The Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in Supplementary Conditions 4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in Supplementary Conditions 4.06.
- E. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.
- F. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. The Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 The Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. The Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

ARTICLE 5 – BASIS OF BID – SCHEDULE OF VALUES

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1	1	LS	Mobilization, Bonds, General Liability Insurance, Workman's Compensation Insurance, Vehicle Insurance, Taxes, Permits, and Miscellaneous Fees	\$	\$
2	760	LF	Saw Cut Existing AC Pavement	\$	\$
3	4,200	SY	Remove and Dispose Existing AC Pavement from Existing Parking Lot Area	\$	\$
4	3	EA	Remove and Dispose Existing Planters Including Existing AC Pavement, Existing Concrete Curb, Existing Trees and Existing Underlying Material to Design Subgrade Elevation.	\$	\$
5	1	LS	Saw Cut Existing Concrete	\$	\$
6	1,450	SF	Remove and Dispose Existing Concrete Sidewalks and Existing Curb Returns Including Underlying Material to Design Subgrade Elevation	\$	\$
7	1	LS	Remove and Dispose Existing Concrete Sidewalk Including Rebar and Underlying Material to New Abutment Design Subgrade.	\$	\$
8	1	LS	Remove and Dispose Existing 24-ft by 80-ft Shade Structure Including Posts and Foundation.	\$	\$
9	1	LS	Contractor to Provide Lead Assessment, Lead Abatement and Testing for the Removal and Disposal of the 24-ft by 80-ft Shade Structure.	\$	\$
10	415	LF	Remove Existing AC Dike and Underlying Material	\$	\$
11	1	LS	Construction Area Signs	\$	\$
12	1	LS	Furnish and Install New ADA Access Ramps Including Truncated Domes	\$	\$
13	1,995	SF	Install P.C.C. Sidewalk per County Detail (Including sand and subgrade preparation)	\$	\$
14	705	TON	Install 3 Inch AC Pavement (40,500 SF)	\$	\$
15	105	CY	Install 9 Inches of Class II Base at Parking Area	\$	\$

Wiest Lake Boat Launching Facility Project

16	60	CY	Excavation Earthwork. Retention Basin excavation. Contractor to Dispose Export Material	\$	\$
17	2	EA	Furnish and Install New Parking Lot LED Lights, Light Pole Including Foundation, Pull Box and Electrical Wiring.	\$	\$
18	300	LF	Install Free Standing Concrete Curb	\$	\$
19	1	LS	Striping Per Plans (Including Parallel and Diagonal Parking Stalls, Walkways, Lettering, Arrows, No Parking Areas, Loading Zones, Accessible Parking Spaces and Accessible Parking Signs)	\$	\$
20	1	EA	Furnish and Install Concrete Wheel Stops for ADA Parking Spaces	\$	\$
21	1	LS	Furnish all Material and Install New 24-ft by 80-Ft Steel Shade Structure Including Posts and Foundations per Details on Sheets 7 and 8.	\$	\$
22	1	LS	Furnish All Material and Install New 24-ft by 140-Ft Steel Shade Structure Including Posts and Foundations per Details on Sheets 9, 10 and 11.	\$	\$
23	1	EA	Adjust Existing Storm Drain Catch Basin	\$	\$
24	1	EA	Furnish and Install New 8' x 60' Boarding Float s per Details On Sheets 16-18	\$	\$
25	3	EA	Furnish and Install Guide Piles per Details On Sheet 17	\$	\$
26	1	EA	Construct New Concrete Abutment per Detail on Sheet 16 of Construction Plans	\$	\$
27	225	LF	Install 6 inch AC Dike	\$	\$
28	1	LS	Install New CMU Single Unit Restroom, Including Water Service and Sewer Line.	\$	\$
29	1	LS	Electrical Wiring for Street Lights and New Restroom	\$	\$
30	1	EA	Erosion Control	\$	\$
31	1	LS	New Project Sign and "Danger Overhead Power Lines" Sign.	\$	\$

TOTAL BASE BID (Items 1 through 31) in Figures \$ _____

TOTAL BASE BID (Items 1 through 31) in Words

\$ _____
_____ (only).

A. Unit Prices, if any, have been computed in accordance with **Paragraph 11.03.A** of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

6.01 The Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Non-Collusion Affidavit;
- B. Required Bid Security of ten percent (10%) in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
- C. If Bid amount exceeds \$10,000, signed Compliance Statement/Certifications of Nonsegregated Facilities RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;
- D. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (AD-1048);
- E. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grant, and Loans. Refer to paragraph 18.11 of the General Conditions;
- F. Worker’s Compensation Certification;
- G. A Tabulation of Subcontractors with Names and Addresses and percent of Total Contract;
- H. Required Bidder Qualifications Statement with supporting data;
- I. Tabulation of Major Material Suppliers; and
- J. Federal and State Contract Language Inclusion – January 1, 2014 – Exhibit ‘A’

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

SEAL,
if required
by State

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____
(Signature of Corporate Secretary)

CORPORATE
SEAL,
if required by State

Date of Qualification to do business in _____ California is ___/___/_____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

SEAL,
if required
by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

SEAL,
if required
by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business Address:

Business Phone No. (____) _____

Business Fax No. (____) _____

Business E-Mail Address _____

State Contractor License No. _____.

Employer's Tax ID No. _____

Phone and Fax Numbers, and Address for receipt of official communications, if different from Business Contact Information:

9.02 Bid submitted on _____, 20__.

5. NON COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

State of California

County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, 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 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 thereof, 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.

By: _____

Subscribed and sworn to before me on _____
(Date)

(Notary Public)

(SEAL)

6. BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**County of Imperial
940 W. Main Street, Suite 203
El Centro, CA 92243**

BID
Bid Due Date: **Thursday, xxxxxxxxxxxx, 2023**
Project: **Wiest Lake Boat Launching Facility Project**
BOND
Bond Number:

Date (Not later than Bid due date):

Penal sum _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. The Bidder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of the Surety's liability.
2. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by the Owner, or
 - 3.3 The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by the Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by the Bidder and within **thirty (30) calendar days** after receipt by the Bidder and the Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. The Surety waives notice of any and all defenses based upon or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed **one hundred and twenty (120) days** from Bid due date without the Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to **thirty (30) calendar days** after the notice of default required in Paragraph 4 above is received by the Bidder and the Surety and in no case later than **one (1) year** after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.
8. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

7. COMPLIANCE STATEMENT

This statement relates to a proposed contract with: Imperial County Department of Public Works
(Name of borrower or grantee)

Who expects to finance the contract with assistance from the California Department Parks and Recreation Division or Boating and Waterways (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the Undersigned Bidder or Prospective Contractor. I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all Compliance Reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not, previously had contracts subject to the written Affirmative Action Program Requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not, developed and placed on file at each establishment Affirmative Action Programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required by me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the County of Imperial and/or HCD, or to the office of the governing agency where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity Clause in my contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

8. FEDERAL AND STATE CONTRACT LANGUAGE INCLUSION - JANUARY 01, 2014 - EXHIBIT 'A'

The Contractor shall submit the Exhibit 'A' – Federal and State Contract Language Inclusion dated January 1, 2014 as a part of the Bid. Exhibit 'A' is attached as follows:

EXHIBIT 'A'

FEDERAL AND STATE CONTRACT LANGUAGE INCLUSION

JANUARY 01, 2014

Public Works Projects Required Bid Language

Required contract language for all state Public Works construction contracts between an awarding agency and the prime contractor; subcontractor contracts with the prime contractor; and any lower tier subcontracts.

California Labor Codes:

This Public Works project is funded by Agencies in California and requires compliance with the California Labor Standards, California Code of Regulations pertaining to Public Works projects, California Labor Codes and the California prevailing wage requirements with special attention to CLC §1720, CLC §1770, CLC § 1771, CLC § 1775, CLC § 1776, CLC §1777.5, CLC §1777.7, CLC §1810 through § 1815 and CLC §3700.

The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

CLC § 1720; State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages. Etc.

CLC § 1727; (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain there from all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review. Etc.

CLC § 1729; It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

CLC § 1729; It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law. Etc.

CLC § 1771.2; A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article.

CLC § 1775; PENALTIES FOR INCORRECT WAGES

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for **each calendar day**, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

CLC § 1776; Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

CLC § 1777.5 APPRENTICE REQUIREMENTS;

When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

CLC § 1777.7 APPRENTICE PENALTIES; A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance.

CLC § 1810-1814; All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime. Etc.

CLC § 1815; of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay. Etc.

CLC § Section 1860; The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

CLC § 1861; Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Department must be contacted immediately for clarification. The following explanations are general in nature. Please review the actual text of the statutes for detailed application.

Public Contracts Code section 10410 – Current State Employees:

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Public Contracts Code section 10411—Former State Employees:

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

Public Contracts Code section 10420:

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void.

Public Contracts Code section 10430 (e):

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.

NONDISCRIMINATION:

The Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disabilities (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

TERMINATION FOR CAUSE:

The City/County may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the City/County may proceed with the work in any manner deemed proper by the City/County. All costs to the City/County shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor.

CHILD SUPPORT COMPLIANCE ACT:

For any agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- 1) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

UNION ORGANIZING:

By signing this agreement, Contractor hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this agreement.

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a state construction contract, including a public works contract.
- b. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, the Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

DRUG FREE WORKPLACE:

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works at the Property will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment at the Property.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §8350 et seq.)

THE IMMIGRATION REFORM AND CONTROL ACT: (E-Verify.com)

The Immigration Reform and Control Act of 1986 (IRCA) legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law, the Immigration and Naturalization Service (INS), now an integrated component of the Department of Homeland Security (DHS), created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees.

For employers who fail to properly complete, retain, or make I-9 Forms available for inspection, fines range from \$100 to \$1,100 per individual I-9.

For employers who knowingly hire or knowingly continue to employ unauthorized workers, civil penalties range from \$250 to \$11,000 per violation.

For employers engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized workers, fines can be as much as \$3,000 per employee and/or 6 months of imprisonment. <http://www.formi9.com/index.aspx>

SECTION 504 OF THE REHABILITATION ACT:

Nondiscrimination Under Federal Grants and Programs

No otherwise qualified individual with a disability in the United States, as defined in section 7(20), shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Developmental Disabilities Act of 1978. Copies of any proposed regulation shall be submitted to appropriate authorizing committees of Congress, and such regulations may take effect no earlier than the thirtieth day after the date on which such regulation is so submitted to such committees.

SECTION 3 CLAUSE:

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

THE DAVIS-BACON AND RELATED ACTS: (DBRA)

Published in Chapter 3, section 276(a) 7 et seq. of U.S.C. Title 40. The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

THE COPELAND “ANTI-KICKBACK” ACT: (ANTI-KICKBACK)

Published in Chapter 3, section 276(c) of U.S.C. Title 40. The Copeland “Anti-Kickback” Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED: (CWHSSA)

Published in Chapter 5, Subchapter II, section 327 et seq. of U.S.C. Title 40. The Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

THE FAIR LABOR STANDARDS ACT: (FLSA)

Is published in Chapter 9, sections 201 et seq. of U.S.C. Title 29 which prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment. It requires employers to pay covered employees who are not otherwise exempt at least the federal minimum wage and overtime pay of one-and-one-half-times the regular rate of pay. For nonagricultural operations, it restricts the hours that children under age 16 can work and forbids the employment of children under age 18 in certain jobs deemed too dangerous. For agricultural operations, it prohibits the employment of children under age 16 during school hours and in certain jobs deemed too dangerous. The Act is administered by the Employment Standards Administration's Wage and Hour Division within the U.S. Department of Labor.

ACCESS AND RETENTION OF RECORDS: (24 CFR 92.508)

The awarding agency, the State of California, the U S DOL, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Under federal regulations all required records must be maintained by the contractor for five years after grantee makes final payments and all other pending matters are closed (this is two years longer than the old federal requirement of three years). The Contractor agrees to the above specified requirements.

WORKMAN’S COMP. & LIABILITY INSURANCES.

Contractor shall at his own expense carry all workmen's compensation insurance to protect Contractor's employees and public liability insurance necessary for the full protection of Contractor and Awarding Agency from injury to persons or property arising from the acts of Contractor or his Subcontractors during the progress of the work. Certificates of such insurance shall be filed with Awarding Agency and with the Construction Lender if Awarding Agency so requires, and shall be subject to the approval of both of them as to adequacy of protection.

INSURANCE & BONDING:

The Contractor shall carry sufficient insurance coverage for unemployment, disability, and liability to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Consultant shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

CLEAN AIR ACT:

The contractor is required to comply with all aspects for the federal Clean Air Act which is the law that defines EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer. The last major change in the law, the Clean Air Act Amendments of 1990, was enacted by Congress in 1990. Legislation passed since then has made several minor changes. The Clean Air Act, like other laws enacted by Congress, was incorporated into the United States Code as Title 42, Chapter 85. The House of Representatives maintains a current version of the U.S. Code, which includes Clean Air Act changes enacted since 1990.

LOBBYING:

The Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 'in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph_This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS
NONDEBARMENT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name & Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT:

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction” “debarred”, “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transactions knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

**STANDARD CONTRACT LANGUAGE REQUIRED FOR ALL
CONTRACTS AND SUBCONTRACTS**

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Contract, the 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, sex, age, or handicap, under any program or activity funded by this Contract, 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.

2. State Nondiscrimination Clause:

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of the following: race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full, 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.
- b. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STANDARD EQUAL OPPORTUNITY CLAUSE
(CONSTRUCTION OVER \$10,000)

The 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 CFR 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:

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, national origin or disabilities. 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 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, national origin or disabilities.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph "1" and the provisions of paragraphs "1" through "7" in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The 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; provided that if the 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 contract.
9. The 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.
10. The 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, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this 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.

MBE/WBE STANDARD
BID DOCUMENT LANGUAGE FOR CONSTRUCTION CONTRACTS OVER \$10,000

(The following notice shall be included in and shall be a part of all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.)

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

Time- tables	Goals for female participation in each trade
From December 30, 1980, until further notice	6.9%

Time- tables	Goals for minority participation for each trade
From November 3, 1980, until further notice	16.2% - Imperial County – Non SMSA Counties 16.9% - San Diego County – SMSA Counties

These goals are applicable to all contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

MBE/WBE
STANDARD CONTRACT LANGUAGE - CONSTRUCTION OVER \$10,000

FEMALE AND MINORITY GOALS AND TIMETABLES

The following goals and timetables for female utilization shall be included in all Federal and Federally-assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally-assisted construction contract or subcontract.

AREA COVERED
(Goals for females apply nationwide)

<u>Timetable</u>	<u>Goal</u>
From December 30, 1980, until further notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally-assisted, or non-Federally related project, contract, or subcontract.

Construction contractors participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix.

SMSA/Non-SMSA Counties

<u>Area Covered</u>	<u>Goal Percent</u>
Imperial County – Non SMSA Counties	16.2%
San Diego County – SMSA Counties	16.9%

**MBE/WBE SUGGESTED
BID DOCUMENT LANGUAGE FOR
MINORITY/WOMEN'S BUSINESS ENTERPRISE CONSTRUCTION PROJECTS**

- (a) It is the policy of the County of Imperial to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the County of Imperial.
- (b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50% of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
- (c) The contractor will submit the following statement as part of his/her sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

<u>Name and Address of Minority/ Women's Firms Contractor Anticipates Utilizing*</u>	<u>Category of Work</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid _____ Total Subcontract Amount

Minority/Women's Enterprise Total of Subcontract Amount

*Indicate whether business is owned by a minority or a woman.

NOTE: Use additional sheets of paper to demonstrate Good Faith Effort, if necessary.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (CONSTRUCTION OVER \$10,000)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and women utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal

or federally assisted construction contract shall apply the minority and women goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. **Neither the provisions of any collective bargaining agreement, nor the** failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. **In order for the nonworking training hours of apprentices and trainees to** be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. **The Contractor shall take specific affirmative action's to ensure equal** employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority individuals or women working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or women referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and

apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b. above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and women-focused news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority- and women-students and to minority and women-recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., or other advancement opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel- and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate

or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority- and women-owned construction companies, contractors and suppliers, including circulation of solicitations to minority- and women-focused Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which** assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor/union, contractor/community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and women workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have** been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both men and women, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action** standards to discriminate against any person because of race, color, religion, sex or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm** debarred from government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of** these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall** implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all** employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to

the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).***Parking lots, drinking fountains, recreation or entertainment areas.**

CALIFORNIA STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certification to the grantee and forward this certification to the grantee within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section **1720 et seq.** of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
- B. "I am aware of the provisions of Section **3700** of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
- C. "It is further agreed that, except as may be provided in Section **1810-1814** of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."
- D. "I am aware of the provisions of California Labor Code Section **1815** notwithstanding the provisions of 1810-1814 inclusive, of this code, and not withstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate."
- E. "I am aware of the provisions of California Labor Code, Section **1777.5** which requires the employment of apprentices on all public works projects and the payment of training contributions to the proper agency."
- F. Section **1861** of the California Labor Code; Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

Federal Labor Standards Provisions:

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's pay-roll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under

the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Further- more, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.1 2.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify

fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any sub- contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (1) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in sub- paragraph (1) of this paragraph, in the sum of \$1 0 for each calendar day on which such individual was

required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91 -54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(Organization/Firm)

(Name & Title of Authorized Representative)

(Signature)

(Date)

9. CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1354, Title 34, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Organization/Firm)

(Name & Title of Authorized Representative)

(Signature)

(Date)

**10. CONTRACTOR'S CERTIFICATION REGARDING WORKER'S
COMPENSATION INSURANCE**

State of California

County of _____

I am aware of the requirements that every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that applicable codes, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Organization/Firm)

(Name & Title of Authorized Representative)

(Signature)

(Date)

11. TABULATION OF SUBCONTRACTORS

No.	Subcontractor	Work To Be Performed	Percent Of Total Contract
1.	Name: Address:		
2.	Name: Address:		
3.	Name: Address:		
4.	Name: Address:		
5.	Name: Address:		
6.	Name: Address:		
7.	Name: Address:		
8.	Name: Address:		
9.	Name: Address:		
10.	Name: Address:		
11.	Name: Address:		
12.	Name: Address:		

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

12. BIDDER QUALIFICATIONS STATEMENT

The bidder shall submit, as part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

- a. The bidder has been engaged in the contracting business under its present business name for _____ years.
- b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.
- c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).
 - 1. _____
 - 2. _____
- d. The following contracts cover work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last **five (5) years** for the following owners (person, firms or authorities):

No.	Owner	Telephone No.	Contract Amount	Type of Work	Year Complete
1.					
2.					
3.					
4.					
5.					
6.					
7.					

13. TABULATION OF MAJOR MATERIAL SUPPLIERS

The contractor shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

No.	Item	Manufacturer	Supplier
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

13.			
14			
15			
16			
17			
18			
19			
20			
21.			
22.			
23.			
24.			

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

14. NOTICE OF AWARD

Dated: _____

Project: Wiest Lake Boat launching Facility Project	Owner: County of Imperial	Owner's Contract No.:
Contract:		Engineer's Project No.:

Bidder: _____

Bidder's Address (send Certified Mail, Return Receipt Requested): _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the construction of the **Wiest Lake Boat Launching Facility Project**

The Contract Price of your Contract is _____ Dollars (\$_____).

You must comply with the following conditions within **fifteen (15) days** of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Performance and Payment Bonds and Insurance Certificate as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01)

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award and declare your Bid Security forfeited.

Within **ten (10) days** after you comply with the above conditions, the Owner will return to you one (1) fully executed counterpart of the Contract Documents.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

County of Imperial _____
(Owner)

(Authorized Signature)

(Title)

ACCEPTANCE NOTICE

Receipt of above NOTICE OF AWARD is hereby acknowledged

By: _____,

this the _____ day of _____, 2019.

By: _____
(Authorized Signature)

(Title)

State of _____ }

County of _____ }

On _____, before me, _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

**15. AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
FUNDING AGENCY EDITION**

THIS AGREEMENT is by and between County of Imperial (“Owner”) and _____ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

TABLE OF ARTICLES	Page
Agreement	00521-1
Article 1-Work	00521-1
Article 2-The Project	00521-1
Article 3-Engineer	00521-1
Article 4-Contract Times	00521-2
Article 5-Contract Place	00521-2
Article 6-Payment Procedures	00521-2
Article 7-Interest	00521-3
Article 8-Contractor’s Representatives	00521-3
Article 9-Contract Documents	00521-4
Article 10-Miscellaneous	00521-5

ARTICLE 1 – WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The project shall be constructed according to the plans and specifications prepared for the project. Quality Control shall be performed and compliance with the specifications shall be verified by the County’s representative or Construction Manager and Inspector for this project.

Wiest Lake Boat Launching Facility Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Wiest Lake Boat Launching Facility Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by *Dynamic Consulting Engineers, Inc.* The County shall contract with a Construction Manager to be the Owner’s representative (hereafter referred to as the **Engineer**) during construction, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Final Completion*

- A. The Work will be completed and ready for Final Payment within **one hundred eighty (180) calendar** days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions.

4.03 *Liquidated Damages*

- A. The Contractor and the Owner recognize that time is of the essence for this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay Owner **\$1000.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:
- B. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed and approved by the Engineer as provided in the General Conditions. After approval, the Engineer will then forward the Application for Payment to the County for processing.

6.02 *Progress Payments; Retainage*

- A. The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment on or about the 20th day of each month during performance of the

Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07.A of the General Conditions.

1. Prior to Substantial Completion, Progress Payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. **Ninety-five percent (95%)** of Work completed (with the balance being retainage); and
 - b. **Ninety-five percent (95%)** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, the Owner shall pay an amount sufficient to increase total payments to the Contractor to **ninety-five percent (95%)** of the Work completed, less such amounts as the Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by the Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, the Owner shall pay the Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 14.07, less any sum the Owner is entitled to set off against the Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at **eight percent (8%)** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce the Owner to enter into this Agreement the Contractor makes the following representations:
- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. The Contractor has visited the Site and become familiar with and is satisfied as to the General, Local, and Site Conditions that may affect cost, progress, and performance of the Work.
 - C. The Contractor is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect the cost, progress, and performance of the Work.
 - D. The Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (Surface, Subsurface, and Underground Facilities) at or contiguous to the Site which may affect the cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. The Contractor is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. The Contractor has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey a clear understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance Bond (pages _____ to _____, inclusive).
 - 3. Payment Bond (pages _____ to _____, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. (pages _____ to _____, inclusive).
 - b. (pages _____ to _____, inclusive).
 - c. (pages _____ to _____, inclusive).
 - 5. General Conditions (pages _____ to _____, inclusive).
 - 6. Supplementary Conditions (pages _____ to _____, inclusive).
 - 7. Technical Conditions (pages _____ to _____, inclusive).
 - 8. Special Conditions (pages _____ to _____, inclusive).
 - 9. Specifications as listed in the Table of Contents of the Project Manual.
 - 10. Drawings consisting of _____ sheets.
 - 11. Addenda (numbers _____ to _____, inclusive).
 - 12. Exhibits to this Agreement (enumerated as follows):

- a. The Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by the Contractor prior to the Notice of Award (pages _____ to _____, inclusive).
 - c. Exhibit 'A' – FEDERAL AND STATE CONTRACT LANGUAGE INCLUSION – JANUARY 01, 2014 (Specification Section 00451, pages 1-27 inclusive)
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives (pages _____ to _____, inclusive).
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Prevailing Wage*

Pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract.

A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available upon request, and a copy thereof shall be posted at each job site by the contractor. Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, California 94101 (415) 737-2794. This project will be under the Davis-Bacon and State of California Prevailing determinations. The particular wage rates will be determined by the highest rate between the Davis Bacon and State determinations.

10.06 *Securities in Lieu of Retention*

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the County to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County or with a State- or Federally-chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the County which provides that no portion of the securities shall be paid to the Contractor until the County has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The County will not certify that the Contract has been satisfactorily completed until at least thirty (30) days after filing by the County of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to 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 the Contractor and the County.

IN WITNESS WHEREOF, the Owner and the Contractor have signed this Agreement in four (4) copies. One (1) counterpart each has been delivered to the Owner, the Contractor, the Engineer, and the Agency. All portions of the Contract Documents have been signed, initialed, or identified by the Owner and the Contractor or identified by the Engineer on their behalf.

This Agreement is dated_____. This Agreement shall not be effective unless and until the Agency's designated representative concurs.

OWNER: County of Imperial

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments there under, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____

By: _____

Date: _____

Title: _____

1 **AGREEMENT FOR CONSTRUCTION SERVICES**

2 **«Contractor_Business_Name»**

3 THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered
4 into effective the ____ day of _____, 2023, by and between the COUNTY OF IMPERIAL, a
5 political subdivision of the State of California, through its Department of Public Works (“COUNTY”)
6 and «Contractor_Business_Name», a «Contractor_Business_Type» licensed to do business within
7 the state of California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as
8 follows:

9 **RECITALS**

10 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to
11 provide professional construction services for Imperial County Project Number «Project_Number»,
12 «Project_Name» (“Project”); and

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

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

17 **1. DEFINITIONS.**

18 **1.1.** “Invitation for Bid” shall mean the document entitled, “«Name_of_RFP»,” dated
19 «Date_of_RFP», which includes all special notices, addendums, exhibits and Plans and
20 Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as
21 **Exhibit “A”** and incorporated herein as though fully set forth.

22 **1.2.** “Proposal” shall mean CONTRACTOR’s document entitled “«Name_of_Proposal»,”
23 dated «Date_of_Proposal» and submitted to the Clerk of the Board. The Proposal is
24 attached hereto as **Exhibit “B”** and incorporated herein as though fully set forth.

25 **1.3.** “Plans and Specifications” shall mean the plans and specifications approved by the
26 Director of Public Works, or his/her designee, for Project Number «Project_Number».
27 While COUNTY is responsible for the completeness and accuracy of the Plans and
28 Specifications for the Project, CONTRACTOR is required to review the Plans and

1 Specifications and promptly report any errors or omissions to COUNTY.

2 **2. CONTRACT COORDINATION.**

3 **2.1.** The Director of Public Works or his/her designee shall be the representative of
4 COUNTY for all purposes under this Agreement. The Director of Public Works or
5 his/her designee is hereby designated as the Contract Manager for COUNTY. He/she
6 shall supervise the progress and execution of this Agreement.

7 **2.2.** CONTRACTOR shall assign a single Contract Manager to have overall responsibility
8 for the progress and execution of this Agreement. Should circumstances or conditions
9 subsequent to the execution of this Agreement require a substitute Contract Manager for
10 any reason, the Contract Manager designee shall be subject to the prior written
11 acceptance and approval of COUNTY's Contract Manager.

12 **3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.**

13 **3.1.** CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,
14 scheduling, coordination and contract administration necessary to construct and
15 complete the Project in a good, expeditious, workman-like and substantial manner
16 under the terms of and in full and complete compliance with this Agreement ("Work").

17 **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms,
18 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this
19 Agreement.

20 **3.3.** All described work shall be constructed, installed, placed and performed in
21 conformance with the Plans and Specifications and all Special Provisions contained
22 therein and as directed by COUNTY's engineer.

23 **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal,
24 the Invitation for Bid shall take precedence over the Proposal and this Agreement shall
25 take precedence over both.

26 **3.5.** CONTRACTOR shall perform such other tasks as necessary and proper for the full
27 performance of the obligations assumed by CONTRACTOR hereunder; including but
28 not limited to any additional work or change orders agreed upon pursuant to written

1 authorization as described in Section 5. Proposed additional work or change order
2 requests, when applicable, will be attached and incorporated herein under **Exhibit “B”**
3 (as “B-1,” “B-2,” etc.).

4 **4. TRENCHING REQUIREMENTS AND UTILITY RELOCATION.**

5 **4.1. Four Feet (4’) Below the Surface.** In the event the Project involves digging trenches or
6 other excavations that extend deeper than four feet (4’) below the surface,
7 CONTRACTOR shall:

8 **4.1.1.** Promptly, and before the following conditions are disturbed, notify COUNTY,
9 in writing, of any:

10 (a) Material that CONTRACTOR believes may be material that is hazardous
11 waste, as defined in Health & Safety Code §25117, that is required to be
12 removed to a Class I, Class II or Class III disposal site in accordance
13 with provisions of existing law;

14 (b) Subsurface or latent physical conditions at the site differing from those
15 indicated by information about the site made available to bidders prior to
16 the deadline for submitting bids; and

17 (c) Unknown physical conditions at the site of any unusual nature, different
18 materially from those ordinarily encountered and generally recognized as
19 inherent in work of the character provided for in the Agreement.

20 **4.1.2.** In response to any written notice generated pursuant to Subparagraph 4.1.1,
21 COUNTY shall promptly investigate the conditions, and if it finds that the
22 conditions do materially so differ, or do involve hazardous waste, and cause a
23 decrease or increase in CONTRACTOR’s cost of, or the time required for,
24 performance of any part of the Work, COUNTY shall issue a change order
25 under the procedures described in this Agreement.

26 **4.1.3.** In the event that a dispute arises between COUNTY and CONTRACTOR
27 whether the conditions materially differ, or involve hazardous waste, or cause a
28 decrease or increase in CONTRACTOR’s cost of, or time required for,

1 performance of any part of the Work, CONTRACTOR shall not be excused
2 from any scheduled completion date provided for by this Agreement, but shall
3 proceed with all Work to be performed under this Agreement. CONTRACTOR
4 shall retain any and all rights provided either by contract or by law which pertain
5 to the resolution of disputes and protests between the Parties.

6 **4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars**
7 **(\$25,000) and Five Feet (5') Below the Surface.** For projects involving both an
8 estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the
9 excavation of any trench five feet (5') or more in depth, CONTRACTOR shall submit a
10 detailed plan showing the design of shoring, bracing, sloping or other provisions to be
11 made for worker protection from the hazard of caving ground during the excavation of
12 such trench. The plan must be accepted by COUNTY (or by a registered civil or
13 structural engineer, employed by COUNTY, to whom authority to accept has been
14 delegated) in advance of excavation. If such plan varies from the shoring system
15 standards, the plan shall be prepared by a registered civil or structural engineer.
16 Nothing in this Paragraph shall allow CONTRACTOR to use a shoring, sloping, or
17 protective system less effective than that required by California Construction Safety
18 Orders. Further, nothing in this Paragraph shall be construed to impose tort liability on
19 COUNTY or any of its employees.

20 **4.3. Utilities Relocation.** In the event that CONTRACTOR, in the scope of work,
21 encounters utilities not shown on COUNTY'S plans, COUNTY shall compensate
22 CONTRACTOR for utilities relocation work. COUNTY shall also waive liquidated
23 damages for any delay that occurs as a result of said encounter and/or relocation of
24 utilities.

25 **5. CHANGE ORDERS.**

26 **5.1. Change Orders.** CONTRACTOR shall make no changes to the Work to be performed
27 pursuant to this Agreement, including but not limited to additions, deletions,
28 modifications or substitutions, nor shall CONTRACTOR perform any extra work

1 (collectively, “Change Order Work”) without the prior written consent of COUNTY. If
2 CONTRACTOR encounters conditions it considers different from those described in
3 **Exhibit “A”** to this Agreement, CONTRACTOR may request a change order in
4 conformance with COUNTY’s standard procedure (“Change Order”). If COUNTY
5 approves the request, CONTRACTOR will execute a Change Order and
6 CONTRACTOR’s execution of the Change Order shall confirm approval thereof.
7 COUNTY may order additional work, and CONTRACTOR shall perform such changes
8 in the Work as directed by COUNTY in any Change Order prepared by
9 CONTRACTOR. COUNTY’s rights to eliminate portions of the Work or to initiate a
10 Change Order shall not be limited in any way. The Change Order shall be in writing
11 and shall include:

12 **5.1.1.** Any and all supporting documents and drawings depicting the source and
13 location of the desired change, and explain in detail the field conditions and
14 reasons for the requested change;

15 **5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a
16 result of changes in the Work based on a lump sum or time and material basis,
17 as may be directed by COUNTY; and

18 **5.1.3.** Any request for adjustments to time for completion of the Project.

19 **5.2.** Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any
20 compensation for work, labor, materials or changes of any kind, regardless of whether
21 ordered by COUNTY or any of its representatives, unless a Change Order has been
22 submitted in writing and approved prior to the commencement of any Change Order
23 Work as described above. If the changes are required by any inspecting governmental
24 agencies or utility companies, or are otherwise required to comply with any codes, laws,
25 rules or regulations, including those set forth in this Agreement, then CONTRACTOR
26 shall not be entitled to any increases in the compensation set forth in this Agreement or
27 other compensation as a result of the changes.

28 **5.3.** Disputed Change Order Work. Any dispute concerning the performance of such

1 Change Order Work or the amount of compensation to be paid to CONTRACTOR by
2 COUNTY shall not affect CONTRACTOR's obligation to perform such Change Order
3 Work. CONTRACTOR agrees that it shall timely complete all Change Order Work
4 even if there shall be a dispute between CONTRACTOR and COUNTY over the
5 amount or scope of the Change Order Work. CONTRACTOR shall have the right to be
6 compensated for any undisputed Change Order Work amounts as determined to be
7 undisputed in COUNTY's sole discretion.

8 **5.4. Authorized Representative.** No Change Order shall be valid or binding against
9 COUNTY unless such Change Order has been executed by COUNTY's designated
10 representative, who is the Director of Public Works. COUNTY shall notify
11 CONTRACTOR in writing if the designated representative is changed.

12 **5.5. Limits.** When applicable, the authority to execute a Change Order on this Project shall
13 not exceed the amount allowed by law pursuant to Public Contract Code sections
14 20137-20142 et seq. Where Change Orders are in an amount between ten percent
15 (10%) and twenty-five percent (25%) of the amount set forth in this Agreement and
16 based on a need for additional quantities due to an increase in the unit quantities
17 required to complete the project in excess of the COUNTY's Engineer's estimate of
18 unit quantities as set forth in the Invitation to Bid, CONTRACTOR shall be paid
19 pursuant to Public Contract Code sections 20143 and 20139 and section 4 of the
20 Standard Specifications, State of California, Business, Transportation and Housing
21 Agency, May 2006 Issued by the Department of Transportation ("Caltrans Standard
22 Specifications") referred to in **Exhibit "A"** and incorporated herein by reference.

23 **6. REPRESENTATIONS BY CONTRACTOR.**

24 **6.1.** CONTRACTOR understands and agrees that COUNTY has limited knowledge in the
25 construction specified in the description of work. CONTRACTOR has represented
26 itself to be expert in these fields and understands that COUNTY is relying upon such
27 representation.

28 **6.2.** CONTRACTOR represents and warrants that it is a lawful entity possessing all required

1 licenses and authorities to do business in the State of California and perform all aspects
2 of this Agreement.

3 **6.3.** CONTRACTOR shall not commence any work under this Agreement or provide any
4 other services, or materials, in connection therewith until CONTRACTOR has received
5 written authorization from the Director of Public Works, or his/her designee (“Notice to
6 Proceed”) to do so.

7 **6.4.** CONTRACTOR represents and warrants that the people executing this Agreement on
8 behalf of CONTRACTOR have the authority of CONTRACTOR to sign this
9 Agreement and bind CONTRACTOR to the performance of all duties and obligations
10 assumed by CONTRACTOR herein.

11 **6.5.** CONTRACTOR represents and warrants that any employee, contractor, subcontractor
12 and agent who will be performing any of the duties and obligations of CONTRACTOR
13 herein possess all required licenses and authorities, as well as the experience and
14 training, to perform such tasks.

15 **6.6.** CONTRACTOR represents and warrants that the allegations contained in its Proposal
16 are true and correct.

17 **6.7.** CONTRACTOR understands that COUNTY considers the representations made herein
18 to be material and would not enter into this Agreement with CONTRACTOR if such
19 representations were not made.

20 **6.8.** Retention and Access of Books and Records. CONTRACTOR represents and warrants
21 that it shall maintain books, records, documents, reports and other materials developed
22 under this Agreement as follows:

23 **6.8.1.** CONTRACTOR shall hold and possess as the property of COUNTY all papers,
24 books, files, correspondence and other records of all kinds which at any time
25 shall come into its possession or under its control relating only to services
26 performed by CONTRACTOR under this Agreement for a minimum period of
27 five (5) years, or for any longer period required by law, from the date said
28 papers came into the possession of CONTRACTOR pursuant to this Agreement.

1 **6.8.2.** Any records or documents required to be maintained by CONTRACTOR
2 pursuant to this Agreement shall be made available to COUNTY for inspection
3 or audit, at any time during CONTRACTOR’s regular business hours provided
4 COUNTY provides CONTRACTOR with seven (7) days advanced written or
5 oral notice. Copies of such documents shall, at no cost to COUNTY, be
6 provided to COUNTY for inspection at CONTRACTOR’s address indicated for
7 receipt of notices under this Agreement.

8 **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR
9 pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of
10 termination of this Agreement.

11 **6.8.4.** CONTRACTOR represents and warrants that it has not been engaged by, nor
12 will it be engaged by and owes no duty of performance to any other person or
13 entity that would constitute a conflict. For breach or violation of this warranty,
14 COUNTY shall amongst other remedies at law, have the right to terminate this
15 Agreement without liability, or at its sole discretion, to deduct from the
16 Agreement price or consideration, or otherwise recover the full amount of such
17 fee, commission, percentage brokerage fee, gift or contingent fee paid or
18 received from another entity or person.

19 **6.9.** CONTRACTOR shall perform pursuant to this Agreement in accordance with and in
20 full compliance with all applicable Federal, State and local statues, rules, regulations
21 and policies and procedures, regardless of whether they are expressly set forth in this
22 Agreement. It is understood that in the event COUNTY is investigated or audited by
23 any State or Federal governmental agency, or any other recognized
24 investigative/auditing entity, CONTRACTOR shall fully cooperate with such agencies’
25 reasonable and lawful request for information.

26 **7. TERM OF AGREEMENT.**

27 This Agreement shall commence on the date first written above and shall remain in effect until
28 the services provided as outlined in Section 3, (“SCOPE OF WORK TO BE PERFORMED BY

1 CONTRACTOR”), have been completed, unless otherwise terminated as provided for in this
2 Agreement.

3 **8. COMPENSATION.**

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

9 **9. PAYMENT AND RETENTION OF FUNDS.**

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

12 **9.1. Retention.**

13 **9.1.1.** In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall
14 generally retain five percent (5%) of the total compensation payable under this
15 Agreement until the Work to be performed has been completed in accordance
16 with this Agreement, as determined by COUNTY, and payment in full of all of
17 CONTRACTOR’s subcontractors has been certified.

18 **9.1.2.** The 5% retention amount may be exceeded if the COUNTY’s Board of
19 Supervisors has approved a finding, during a properly noticed and normally
20 scheduled public hearing conducted either prior to or concurrent with
21 authorizing this Project to go out to bid, that the Project is substantially complex
22 and therefore requires a higher retention amount than 5%. Should the retention
23 amount exceed 5% for this Project, then the actual retention amount will be
24 listed in the Plans and Specifications, along with the findings justifying the
25 increased retention amount.

26 **9.2. Substitution of Retention.**

27 **9.2.1.** CONTRACTOR may elect to substitute securities for any retention of funds by
28 COUNTY to ensure performance under this Agreement. At the request and

1 expense of CONTRACTOR, securities equivalent to the amount retained shall
2 be deposited with the COUNTY, or with a state or federally chartered bank in
3 this state as the escrow agent, who shall then return the securities to
4 CONTRACTOR once the Work to be performed has been completed in
5 accordance with this Agreement, as determined by COUNTY, and payment in
6 full of all of CONTRACTOR's subcontractors has been certified.

7 **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment
8 of retentions earned directly to the escrow agent at the expense of
9 CONTRACTOR. CONTRACTOR, at its sole cost and expense, may direct the
10 investment of the payments into securities, and CONTRACTOR shall receive
11 the interest earned on the investments upon the same terms provided for in this
12 Section for securities deposited by CONTRACTOR. Once the Work to be
13 performed has been completed in accordance with this Agreement, as
14 determined by COUNTY, and payment in full of all of CONTRACTOR's
15 subcontractors has been certified, CONTRACTOR shall receive from the
16 escrow agent all securities, interest, and payments received by the escrow agent
17 from COUNTY, pursuant to the terms of this Section.

18 **9.2.3.** Securities eligible for investment under this Section shall include those listed in
19 Cal. Gov. Code § 16430, bank or savings and loan certificates of deposit,
20 interest-bearing demand deposit accounts, standby letters of credit, or any other
21 security mutually agreed to by COUNTY and CONTRACTOR.
22 CONTRACTOR shall be the beneficial owner of any securities substituted for
23 retained funds and shall receive any interest thereon.

24 **9.2.4.** Substitution of securities shall be conducted through an Escrow Agreement
25 substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

26 **9.2.5.** Notwithstanding any other provision in this Section, substitution of securities is
27 prohibited where funding for the Project, in whole or in part, will be provided by
28 the Farmers Home Administration of the United States Department of

1 Agriculture pursuant to the Consolidated Farm and Rural Development Act (7
2 U.S.C. Sec. 1921 et seq.), or where otherwise disallowed by federal law.

3 **10. METHOD OF PAYMENT.**

4 **10.1.** CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit
5 to COUNTY's Director of Public Works or his/her designee, a complete and accurate
6 written claim for compensation for services performed. The claim shall be in a format
7 approved by COUNTY. COUNTY shall make no payment prior to the claims being
8 approved in writing by the Director of Public Works or his/her designee.

9 **10.2.** After determining that the claim is a proper payment request, the Director of Public
10 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed
11 and properly submitted claims approved for payment within ten (10) days following the
12 date the claim was submitted to his/her Department.

13 **10.3.** CONTRACTOR may expect to receive payment within a reasonable time thereafter and
14 in any event in the normal course of business within thirty (30) days after the
15 undisputed and properly submitted claim is submitted.

16 **10.4.** Any claim determined to be an improper payment request shall be returned to
17 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt
18 with a written explanation as to why the claim is an improper request for payment.

19 **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code
20 §20104.50, CONTRACTOR must properly fill out all written claims for compensation
21 for services performed.

22 **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure
23 §685.010 in the event payment is not made within thirty (30) days of an undisputed
24 properly submitted request.

25 **11. INDEMNIFICATION.**

26 **11.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,
27 protect and hold COUNTY and its representatives, officers, directors, designees,
28 employees, agents, successors and assigns harmless from any and all claims, expenses,

1 liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law
2 or equity, of every kind and nature whatsoever arising out of or in connection with
3 CONTRACTOR's negligent acts and omissions or willful misconduct under this
4 Agreement ("Claims"), whether or not arising from the passive negligence of
5 COUNTY, but does not include Claims that are finally determined to be the result of the
6 sole negligence or willful misconduct of COUNTY.

7 **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and
8 hold COUNTY harmless from all Claims, including but not limited to:

9 **11.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
10 sickness or disease or death to persons including but not limited to COUNTY's
11 representatives, officers, directors, designees, employees, agents, successors and
12 assigns, subcontractors and other third parties and/or damage to property of
13 anyone (including loss of use thereof) arising out of CONTRACTOR's
14 negligent performance of, or willful misconduct surrounding, any of the terms
15 contained in this Agreement, or anyone directly or indirectly employed by
16 CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

17 **11.2.2.** Liability arising from injuries to CONTRACTOR and/or any of
18 CONTRACTOR's employees or agents arising out of CONTRACTOR's
19 negligent performance of, or willful misconduct surrounding, any of the terms
20 contained in this Agreement, or anyone directly or indirectly employed by
21 CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

22 **11.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
23 regulation, standard, ordinance or statute caused by the negligent action or
24 inaction, or willful misconduct of CONTRACTOR or anyone directly or
25 indirectly employed by CONTRACTOR or anyone for whose acts
26 CONTRACTOR may be liable, including but not limited to:

27 (a) Any loss of funding, penalties, fees, or other costs resulting from
28 CONTRACTOR's failure to adhere to Disadvantaged Business

1 Enterprise requirements and/or goals, as determined by COUNTY or
2 such other lawful entity in charge of monitoring Disadvantaged Business
3 Enterprise compliance;

4 (b) Any loss of funding, penalties, fees, or other costs resulting from
5 CONTRACTOR's failure to adhere to prevailing wage requirements, as
6 determined by COUNTY, the California Department of Industrial
7 Relations, or such other lawful entity in charge of monitoring prevailing
8 wage compliance;

9 **11.2.4.** Infringement of any patent rights which may be brought against COUNTY
10 arising out of CONTRACTOR's work;

11 **11.2.5.** Any violation or infraction by CONTRACTOR of any law, order, citation, rule,
12 regulation, standard, ordinance or statute in any way relating to the occupational
13 health or safety of employees; and

14 **11.2.6.** Any breach by CONTRACTOR of the terms, requirements or covenants of this
15 Agreement.

16 **11.3.** The indemnification provisions of this Agreement shall extend to Claims occurring after
17 this Agreement is terminated, as well as while it is in force.

18 **12. INDEPENDENT CONTRACTOR.**

19 **12.1.** In all situations and circumstances arising out of the terms and conditions of this
20 Agreement, CONTRACTOR is an independent contractor, and as an independent
21 contractor, the following shall apply:

22 **12.2.** CONTRACTOR is not an employee or agent of COUNTY and is only responsible for
23 the requirements and results specified by this Agreement.

24 **12.3.** CONTRACTOR shall be responsible to COUNTY only for the requirements and results
25 specified by this Agreement and except as specifically provided in this Agreement, shall
26 not be subject to COUNTY's control with respect to the physical actions or activities of
27 CONTRACTOR in fulfillment of the requirements of this Agreement.

28 **12.4.** CONTRACTOR is not, and shall not be, entitled to receive from, or through,

1 COUNTY, and COUNTY shall not provide, or be obligated to provide,
2 CONTRACTOR with Worker's Compensation coverage or any other type of
3 employment or worker insurance or benefit coverage required or provided by any
4 Federal, State or local law or regulation for, or normally afforded to, an employee of
5 COUNTY.

6 **12.5.** CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and
7 COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money
8 relating to the Social Security Old Age Pension Program, Social Security Disability
9 Program, or any other type of pension, annuity, or disability program required or
10 provided by any Federal, State or local law or regulation.

11 **12.6.** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or
12 make any claim against any COUNTY fringe benefit program, including, but not
13 limited to, COUNTY's pension plan, medical and health care plan, dental plan, life
14 insurance plan, or any other type of benefit program, plan, or coverage designated for,
15 provided to, or offered to COUNTY's employee.

16 **12.7.** COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State,
17 or local tax, including, but not limited to, any personal income tax, owed by
18 CONTRACTOR.

19 **12.8.** CONTRACTOR is, and at all times during the term of this Agreement shall represent
20 and conduct itself as, an independent contractor, not an employee of COUNTY.

21 **12.9.** CONTRACTOR shall not have the authority, express or implied, to act on behalf of,
22 bind or obligate COUNTY in any way without the written consent of COUNTY.

23 **13. INSURANCE.**

24 **13.1.** CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,
25 during the entire term of this Agreement and any extended term therefore, insurance in
26 a sum acceptable to COUNTY and adequate to cover potential liabilities arising in
27 connection with the performance of this Agreement and in any event not less than the
28 minimum limit set forth in the "Minimum Insurance Amounts" attachment to the Plans

1 and Specifications which are incorporated as if set forth fully herein.

2 **13.2. Special Insurance Requirements.** All insurance required shall:

3 **13.2.1.** Be procured from California admitted insurers (licensed to do business in
4 California) with a current rating by Best's Key Rating Guide, acceptable to
5 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
6 ratings must be approved in writing by COUNTY.

7 **13.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
8 maintained by COUNTY shall be in excess of CONTRACTOR's insurance
9 coverage and shall not contribute to it.

10 **13.2.3.** Name COUNTY as an additional insured on all policies, except Workers'
11 Compensation, and provide that COUNTY may recover for any loss suffered by
12 COUNTY by reason of CONTRACTOR's negligence.

13 **13.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
14 and contains a cross-liability or severability of interest clause.

15 **13.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
16 (30) days written notice has been given to COUNTY. However,
17 CONTRACTOR may not terminate such coverage until it provides COUNTY
18 with proof that equal or better insurance has been secured and is in place.
19 Cancellation or change without the prior written consent of COUNTY shall, at
20 the option of COUNTY, be grounds for termination of this Agreement.

21 **13.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
22 original execution, COUNTY may, at its sole discretion, require an increase in
23 the amount of liability insurance to the level then customary in similar
24 COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR.

25 **13.3. Additional Insurance Requirements.**

26 **13.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is
27 also to be notified if any aggregate insurance limit is exceeded.

28 **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. Certificates of Insurance. 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.

1 **14. WORKERS' COMPENSATION CERTIFICATION.**

2 **14.1.** Prior to the commencement of work, CONTRACTOR shall sign and file with
3 COUNTY the following certification: "I am aware of the provisions of California Labor
4 Code §§3700 et seq. which require every employer to be insured against liability for
5 workers' compensation or to undertake self-insurance in accordance with the provisions
6 of that code, and I will comply with such provisions before commencing the
7 performance of the work of this contract."

8 **14.2.** This certification is included in this Agreement and signature of the Agreement shall
9 constitute signing and filing of the certificate.

10 **14.3.** CONTRACTOR understands and agrees that any and all employees, regardless of hire
11 date, shall be covered by Workers' Compensation pursuant to statutory requirements
12 prior to beginning work on the Project.

13 **14.4.** If CONTRACTOR has no employees, initial here: _____.

14 **15. WARRANTY.**

15 **15.1. One Year Warranty.** CONTRACTOR agrees to provide a one-year warranty for all of
16 its work and component parts and guarantees that all work shall be performed in a
17 professional and workman-like manner and be free from defects. CONTRACTOR
18 guarantees to timely correct all work performed by it under this Agreement which
19 COUNTY determines to be defective in design, material and/or workmanship within a
20 period of one (1) year from the date of the completion of the Work. The warranties set
21 forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and
22 case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly
23 agrees that all warranties made by CONTRACTOR, all obligations under this
24 Agreement and all remedies for breach of such warranties shall survive this Agreement
25 in the event it is terminated or expires for any reason prior to the running of the full
26 warranty periods listed above.

27 **15.2. Materials.** All materials furnished by CONTRACTOR shall be new, manufactured
28 during the current year, of first quality and carrying full manufacturer's warranty.

1 CONTRACTOR shall be responsible for any expiration of manufacturer or other
2 warranties of material or equipment being supplied for this Agreement.
3 CONTRACTOR guarantees that all warranties of material and equipment shall become
4 effective when the project is accepted by COUNTY's Board of Supervisors, not at time
5 of installation by CONTRACTOR.

6 **15.3. Manufacturers' Warranty Information.** CONTRACTOR agrees to promptly provide
7 such information and maintenance recommendations to COUNTY at the inception of
8 CONTRACTOR's work to the extent such information is reasonably available.

9 **16. DEFAULT AND REMEDIES.**

10 **16.1. Default.** In the event that (i) CONTRACTOR files a petition requesting relief under
11 any bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the
12 benefit of creditors or has a receiver appointed on account of its insolvency, or (ii)
13 CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly
14 skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR
15 fails to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt
16 payment to its subcontractors and suppliers for materials or labor supplied or permits
17 any lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR
18 disregards any laws or orders of any public or private authority having jurisdiction over
19 the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with
20 any of the terms of this Agreement or breaches any provision of this Agreement,
21 COUNTY may give notice of such failure or breach to CONTRACTOR, identifying the
22 failure or breach of this Agreement. Should any such failure or breach continue for
23 twenty-four (24) hours after delivery of notice without a good faith effort on the part of
24 CONTRACTOR to commence all necessary corrective action, or should such a breach
25 continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time
26 such failure shall be deemed a default by CONTRACTOR under this Agreement and
27 COUNTY shall have all rights and remedies available at law or in equity, including the
28 right to terminate this Agreement. Without limiting its rights and remedies, COUNTY

1 may then proceed as follows:

2 **16.1.1.** Without terminating this Agreement or the obligations of CONTRACTOR
3 hereunder as to all of the Work required to be performed or furnished by
4 CONTRACTOR pursuant to this Agreement, COUNTY may require
5 CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may
6 exist in the performance of CONTRACTOR's obligations hereunder within
7 forty-eight (48) hours after such default(s) has/have occurred including but not
8 limited to repairing, replacing and correcting material or Work determined by
9 COUNTY to be defective or not complying with the requirements of this
10 Agreement. Should CONTRACTOR fail to timely repair, replace and/or correct
11 non-complying or defective materials and workmanship or otherwise cure its
12 default(s) hereunder, and in the case of emergencies in which case COUNTY
13 may act immediately if CONTRACTOR is not available or is not responding,
14 and without further notice, COUNTY may make required repairs, replacements
15 and other corrections or otherwise remedy the default by CONTRACTOR
16 pursuant to the subparagraph below.

17 **16.1.2.** Without terminating this Agreement or the obligations of CONTRACTOR
18 hereunder as to all of the Work required to be performed or furnished by
19 CONTRACTOR pursuant to this Agreement, COUNTY may engage another
20 contractor to perform such portion of CONTRACTOR's Work required
21 pursuant to this Agreement or furnish any materials or other items required
22 hereunder as COUNTY in its sole discretion may deem necessary to avoid delay
23 in the progress of the Work, and in connection therewith, COUNTY may
24 perform such Work or any portion thereof itself or have the same performed by
25 others and COUNTY may procure all necessary materials, equipment or other
26 items required for the continued progress of such Work. The costs incurred by
27 COUNTY as a result of engaging another contractor shall be deducted from the
28 compensation payable pursuant to this Agreement and if COUNTY's costs

1 exceed or may reasonably be anticipated to exceed the balance of the
2 compensation due to CONTRACTOR for such work, such excess, or anticipated
3 excess, shall be immediately due and owing from CONTRACTOR to COUNTY
4 and may be withheld from any funds due to CONTRACTOR pursuant to this
5 Agreement or any other agreement.

6 **16.1.3.** COUNTY may terminate CONTRACTOR's right to perform upon written
7 notice and COUNTY shall then have the option of completing the Work or any
8 portion thereof by exercise of its interest under the performance bond issued in
9 favor by CONTRACTOR, or having such Work in whole or in part be
10 completed by others for CONTRACTOR's account. A calculation shall take
11 place at the conclusion of the Project wherein to the degree the sum of
12 COUNTY's costs and any amounts paid to complete the Project exceed the
13 compensation payable pursuant to this Agreement, then any such excess shall be
14 immediately due and owing from CONTRACTOR to COUNTY.

15 **16.2.** Damages. CONTRACTOR shall be liable for all damages suffered by COUNTY by
16 reason of CONTRACTOR's default in any provision of this Agreement and the exercise
17 of COUNTY of its option to terminate this Agreement shall not release
18 CONTRACTOR of such liability. CONTRACTOR shall have no right to receive any
19 further payment after a default has occurred until such time as the Work to be
20 performed by CONTRACTOR pursuant hereto has been completed and accepted by
21 COUNTY and damages suffered by COUNTY, if any, ascertained. Damages shall
22 include by way of illustration, but not of exclusion, COUNTY's costs of completing the
23 Work which exceeds the compensation payable pursuant to this Agreement, other
24 general, liquidated, special or consequential damages, attorney fees and costs.

25 **16.3.** Actions After Default. Should COUNTY exercise any of its options, remedies or rights
26 granted pursuant to the terms of this Agreement in the event of a default by
27 CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use
28 any materials, supplies, tools or equipment on the work site which belong to

1 CONTRACTOR to complete the Work required to be completed by CONTRACTOR,
2 whether such work is completed by COUNTY or by others, and CONTRACTOR
3 agrees that it shall not remove such materials, supplies, tools and equipment from the
4 work site unless directed in writing by COUNTY to do so.

5 **16.4. Limit on Force Majeure Damages.** CONTRACTOR shall not be responsible for
6 repairing or restoring damage to work caused by an act of God in excess of five (5)
7 percent of the contract amount, provided that the work damaged is built in accordance
8 with accepted and applicable building standards and the plans and specifications of
9 COUNTY. In the event of such damage, COUNTY may, at its option, elect to
10 terminate this Agreement. For purposes of this Agreement, an “act of God” shall be
11 defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.

12 **16.5. Resolution of Claims.** COUNTY and CONTRACTOR agree to follow and comply
13 with the mediation, arbitration, claim, civil action procedure and trial de novo
14 provisions set forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.

15 **16.6. No Limitation of Rights.** The options and rights granted to COUNTY herein shall not
16 be deemed as limitations upon the other rights and remedies of COUNTY in the event
17 of a failure of performance or breach by CONTRACTOR, and COUNTY shall be
18 entitled to exercise the rights and remedies hereinabove specified and all other rights
19 and remedies which may be provided in this Agreement or by law or in equity, either
20 cumulatively or consecutively, and in such order as COUNTY in its sole discretion shall
21 determine.

22 **17. NON-DISCRIMINATION.**

23 **17.1.** During the performance of this Agreement, CONTRACTOR and its subcontractors
24 shall not unlawfully discriminate, harass or allow harassment against any employee or
25 applicant for employment because of sex, race, color, ancestry, religious creed, national
26 origin, physical disability (including HIV and AIDS), mental disability, medical
27 condition (cancer), age (over forty (40)), marital status and denial of family care leave.

28 **17.2.** CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of

1 their employees and applicants for employment are free from such discrimination and
2 harassment.

3 **17.3.** CONTRACTOR and its subcontractors shall comply with the provisions of the Fair
4 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
5 regulations promulgated thereunder (California Code of Regulations, Title 2, Section
6 7285 et seq.).

7 **17.4.** The applicable regulations of the Fair Employment and Housing Commission
8 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
9 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
10 reference and made a part hereof as if set forth in full.

11 **17.5.** The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
12 §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if
13 set forth in full.

14 **17.6.** CONTRACTOR and its subcontractors shall give written notice of their obligations
15 under this clause to labor organizations with which they have a collective bargaining or
16 other agreement.

17 **17.7.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this
18 clause in all subcontracts to perform Work under this Agreement.

19 **18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

20 **18.1.** When applicable, CONTRACTOR and its subcontractors shall reference and abide by
21 the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained
22 in the California Department of Transportation’s Standard Specifications.

23 **18.2.** CONTRACTOR represents and warrants that is has fully read the applicable DBE
24 requirements pertaining to this Project and has fully and accurately completed any and
25 all required DBE forms.

26 **18.3.** CONTRACTOR represents and warrants that it will comply with all applicable DBE
27 requirements for this Project.

28 **18.4.** CONTRACTOR shall comply with the applicable DBE provisions attached hereto as

1 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

2 **18.5.** If any state or federal funds are withheld from COUNTY or not reimbursed to
3 COUNTY due to CONTRACTOR’s failure to either comply with the DBE
4 requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE
5 goals as determined by COUNTY, Caltrans, the Federal Highway Administration,
6 and/or any other state or federal agency contributing funds to the Project, then
7 CONTRACTOR shall fully reimburse COUNTY the amount of funding lost.
8 COUNTY reserves the right to deduct any such loss in funding from the amount of
9 compensation due to CONTRACTOR under this Agreement.

10 **18.6.** In addition to the above, CONTRACTOR’s failure to comply with DBE
11 requirements/goals shall subject it to such sanctions as are permitted by law, which may
12 include, but shall not be limited to the following:

13 **18.6.1.** Termination of this Agreement;

14 **18.6.2.** Withholding monthly progress payments;

15 **18.6.3.** Denial of payment for any portion of the Project that was committed at the time
16 of the execution of this Agreement to be performed by a DBE subcontractor, but
17 was completed by CONTRACTOR or a substitute non-DBE subcontractor;

18 **18.6.4.** Compensatory, special, incidental, liquidated and other damages; and/or

19 **18.6.5.** Designation of CONTRACTOR as “nonresponsible,” and disqualification from
20 bidding on future public works projects advertised by COUNTY.

21 **19. PREVAILING WAGE.**

22 **19.1.** CONTRACTOR and its subcontractors shall pay all workers employed on the Project
23 the higher of either the rates determined by the Director of the California Department of
24 Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates
25 as supplemented by the Department of Labor regulations. The Davis-Bacon Federal
26 wage rates are attached to the RFP. Copies of the State prevailing rate of per diem
27 wages are on file with the Department of Industrial Relations, Division of
28 Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at

1 COUNTY's Department of Public Works, and are available to CONTRACTOR and any
2 other interested party upon request. CONTRACTOR shall post the prevailing rate of
3 per diem wages to be posted at the Project site.

4 **19.2.** CONTRACTOR is responsible for compliance with the provisions herein.

5 **19.3.** Mandatory Registration with the Department of Industrial Relations – NEW
6 REQUIREMENTS PURSUANT TO SB 854.

7 **19.3.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all
8 applicable fees as set forth in Labor Code section 1725.5.

9 **19.3.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed
10 on any bid proposal for a public works project (submitted on or after March 1,
11 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
12 The requirements of this section shall apply unless one of the limited exceptions
13 provided under Labor Code Section 1771.1(a) applies.

14 **19.3.3.** CONTRACTOR and its subcontractors acknowledge that they shall not be
15 awarded any contract for public work on a public works project (awarded on or
16 after April 1, 2015) unless registered with the DIR pursuant to Labor Code
17 section 1725.5.

18 **19.3.4.** The Project described herein is subject to compliance monitoring and
19 enforcement with the DIR.

20 **19.3.5.** For further information concerning compliance with SB 854, please visit:

21 <http://www.dir.ca.gov/Public-Works/SB854.html>.

22 **19.4.** Cognizance of Violations by County.

23 **19.4.1.** CONTRACTOR understands and agrees that COUNTY shall take cognizance of
24 violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code
25 committed in the course of the execution of this Agreement, and shall promptly
26 report any suspected violations to the Labor Commissioner.

27 **19.4.2.** If CONTRACTOR determines as a result of its own investigation that there has
28 been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor

1 Code and withholds payment to CONTRACTOR, the procedures in California
2 Labor Code §1771.6 shall be followed.

3 **19.4.3.** CONTRACTOR may bring an action in a court of competent jurisdiction to
4 recover from COUNTY the difference between the wages actually paid to an
5 employee and the wages that were required to be paid to an employee pursuant
6 to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties
7 required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the
8 California Labor Code, and costs and attorney’s fees related to the action, if
9 either of the following is true:

10 (a) COUNTY previously affirmatively represented to CONTRACTOR in
11 writing, in the call for bids, or otherwise, that the Work was not a “public
12 work,” as defined in Chapter 1 of Part 7 of Division 2 of the California
13 Labor Code; or

14 (b) COUNTY received actual written notice from the Department of
15 Industrial Relations that the Work is a “public work,” as defined in
16 Chapter 1 of Part 7 of Division 2 of the California Labor Code, and
17 failed to disclose that information to CONTRACTOR before the bid
18 opening or award.

19 **19.5. Labor Compliance Rates and Payroll Records.**

20 **19.5.1.** CONTRACTOR agrees to comply with §§1775 and 1776 of the California
21 Labor Code relating to the payment of prevailing wage and the maintenance of
22 certified payroll records and to make the certified payroll records available for
23 inspection at all reasonable hours at CONTRACTOR’s principal office. The
24 responsibility for compliance with these provisions is fixed with
25 CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a
26 penalty to COUNTY, forfeit specific monetary fines for each worker paid less
27 than the prevailing wage rates as determined by the Labor Commissioner for the
28 work or craft in which the worker is employed for any Work done pursuant to

1 this Agreement.

2 **19.5.2. Prevailing Wage Compliance For those Projects subject to DIR Monitoring and**
3 *Enforcement.* CONTRACTOR has reviewed and agrees to comply with any
4 applicable provisions for those Projects subject to Department of Industrial
5 Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY
6 hereby notifies CONTRACTOR that CONTRACTOR is responsible for
7 complying with the requirements of Senate Bill 854 (SB854) regarding certified
8 payroll record reporting. Further information concerning the requirements of
9 SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

10
11 **19.5.3.** CONTRACTOR shall be liable for penalties pursuant to this section when a
12 subcontractor on the Project fails to pay its workers the general prevailing rate
13 of per diem wages and any of the following conditions are met:

- 14 (a) CONTRACTOR had knowledge of that failure of the subcontractor to
15 pay the specified prevailing rate of wages to those workers; or
16 (b) CONTRACTOR fails to comply with the following requirement: The
17 contract executed between CONTRACTOR and the subcontractor for the
18 performance of Work on the Project shall include a copy of the
19 provisions of California Labor Code §§1771, 1775, 1776, 1777.5, 1813
20 and 1815; and
21 (c) CONTRACTOR fails to comply with the following requirement:
22 CONTRACTOR shall monitor the payment of the specified general
23 prevailing rate of per diem wages by the subcontractor to the employees,
24 by periodic review of the certified payroll records of the subcontractor;
25 and
26 (d) Upon becoming aware of the failure of the subcontractor to pay his or
27 her workers the specified prevailing rate of wages, CONTRACTOR shall
28 diligently take corrective action to halt or rectify the failure, including,

1 but not limited to, retaining sufficient funds due the subcontractor for
2 work performed on the public works project; and

3 (e) Prior to making final payment to the subcontractor for Work performed
4 on the Project, CONTRACTOR shall obtain an affidavit signed under
5 penalty of perjury from the subcontractor that the subcontractor has paid
6 the specified general prevailing rate of per diem wages to his or her
7 employees on the Project and any amounts due pursuant to California
8 Labor Code §1813.

9 **19.6. Work Day and Work Week Requirements.** CONTRACTOR agrees to comply with
10 §§1810 through 1815 of the California Labor Code and, when applicable, sections 103
11 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et
12 seq., as supplemented by the Department of Labor regulations, which provide that
13 CONTRACTOR's workers and its subcontractor's workers may not be required or
14 permitted to work more than eight (8) hours in any one (1) calendar day and forty (40)
15 hours in any one (1) calendar week. Further, work performed by employees of
16 CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40)
17 hours during any one (1) week, shall be compensated for all hours worked in excess of
18 eight (8) hours per day at not less than one and one-half (1½) times the basic rate of
19 pay. The responsibility for compliance with these provisions is fixed with
20 CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to
21 COUNTY, forfeit specific monetary fines to COUNTY should CONTRACTOR or its
22 subcontractors fail to comply with the provisions contained within this Paragraph.

23 **19.7. Apprenticeship Requirements.**

24 **19.7.1.** CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the
25 California Labor Code relating to the employment of apprentices and to provide
26 COUNTY with copies of any contract award information and verified
27 statements of the journeyman and apprentice hours performed pursuant to this
28 Agreement as required by §1777.5(e). The responsibility for compliance with

1 these provisions is fixed with CONTRACTOR for all apprenticeable
2 occupations, where journeymen in the craft are employed on the public work, in
3 a ratio of not less than one (1) apprentice for each five (5) journeymen (unless
4 an exemption is granted in accordance with §1777.5) and CONTRACTOR and
5 its subcontractors shall not discriminate among otherwise qualified employees
6 as indentured apprentices on any public work solely on the ground of race,
7 religious creed, color, national origin, ancestry, sex, or age, except as provided
8 in California Labor Code §3077. Only apprentices, as defined in California
9 Labor Code §3077, who are in training under apprenticeship standards and who
10 have signed written apprentice agreements will be employed on public works in
11 apprenticeable occupations. This section shall not be enforced if the not-to-
12 exceed amount of this Agreement set forth and/or incorporated in the
13 “COMPENSATION” Section is less than thirty thousand dollars (\$30,000).

14 **19.7.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5,
15 COUNTY shall, within five (5) days of the award, send a copy of the award to
16 the Division of Apprenticeship Standards. In addition, COUNTY shall notify
17 the Division of Apprenticeship Standards of a finding of any discrepancy
18 regarding the ratio of apprentices to journeymen within five (5) days of the
19 finding.

20 **19.8. Labor Standards Compliance Requirements.**

21 **19.8.1.** It is CONTRACTOR’s responsibility to provide all labor compliance
22 documentation from its subcontractors completely and accurately in a timely
23 manner. CONTRACTOR is responsible to review promptly and then forward
24 on all required documentation to COUNTY per the time schedules in the 1775
25 Handout. Included with the Labor Compliance Handout, COUNTY will provide
26 training, documentation requirements, forms, etc., at the preconstruction
27 conference or at a time designated by COUNTY.

28 **19.8.2.** In the event, during the review process of labor compliance documentation from

1 COUNTY's labor compliance monitor, inaccurate, missing or incomplete
2 information was provided, the labor compliance monitor will request from
3 CONTRACTOR the items, revisions and documentation needed. The cost of
4 this additional labor compliance enforcement shall be borne by
5 CONTRACTOR.

6 **20. INELIGIBILITY.**

7 **20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible
8 to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

9 **20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects
10 pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be
11 prohibited from bidding on, being awarded an agreement for, or performing work as a
12 subcontractor on this Project, or any other public works project within the state of
13 California.

14 **21. SIGNAGE REQUIREMENTS.**

15 **21.1. Project Identity Signage.** CONTRACTOR is required to provide and install the
16 required project identity signage as detailed in the Plans and Specifications, in the size
17 and at the location indicated by the Director of Public Works or his/her designee, and to
18 maintain the signage in good condition for the duration of the Project. The signage may
19 not be removed until the Notice of Completion is recorded or by written direction of the
20 Director of Public Works or his/her designee.

21 **21.2. Required Employee Signage and Posters.** CONTRACTOR is required to provide and
22 install the Federal and State required employee posters and the required material
23 pertaining to the required labor standards provisions are posted (including, but not
24 limited to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the
25 worksite in a prominent and accessible place.

26 **21.3. Section 3 Compliant Signage.** If required by COUNTY, CONTRACTOR is directed to
27 provide and install the "Offer for Employment" signage as detailed in the Plans and
28 Specifications in the size and at the location indicated by the Director of Public Works

1 or his/her designee and to maintain the signage in good condition for the duration of the
2 Project. The signage may not be removed until the Notice of Completion is recorded or
3 by written direction of the Director of Public Works or his/her designee.

4 **22. CONFLICT OF INTEREST AND GRATUITIES.**

5 **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any
6 interest, direct or indirect, which could conflict in any manner or degree with the
7 performance of services required to be performed under this Agreement.
8 CONTRACTOR further agrees that in the performance of this Agreement, no person
9 having any such interest shall be employed.

10 **22.2.** CONTRACTOR agrees to designate such person or persons who have responsibility for
11 carrying out the services under this Agreement and that such person or persons as may
12 be designated shall take any and all actions necessary to comply with COUNTY's
13 Conflict of Interest Code adopted pursuant to California Government Code §81000 to
14 the extent required thereunder.

15 **22.3.** If it is found, after notice and hearing by COUNTY, that gratuities (in the form of
16 entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any
17 agent or representative of CONTRACTOR, to any officer, employee or agent of
18 COUNTY with a view toward securing a contract or securing favorable treatment with
19 respect to the awarding or amending or the making of any determinations with respect
20 to the performance of this Agreement, COUNTY may, by written notice to
21 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this
22 Agreement and/or may pursue such other rights and remedies provided by law or under
23 this Agreement.

24 **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be
25 entitled to:

26 **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the
27 event of a breach of the Agreement by CONTRACTOR; and

28 **22.4.2.** As a penalty in addition to any other damages to which it may be entitled by

1 law, to exemplary damages in an amount (as determined by COUNTY) which
2 shall be not less than three (3) nor more than ten (10) times the costs incurred by
3 CONTRACTOR in providing any such gratuities to any such officer, employee
4 or agent.

5 **23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

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

11 **24. COPELAND "ANTI-KICKBACK" ACT COMPLIANCE.**

12 When applicable, CONTRACTOR agrees to comply with the Copeland Act
13 ([18 USC §874](#) and [40 USC §276c](#); [29 C.F.R. Part 3](#)) which precludes CONTRACTOR and its
14 subcontractors from in any way inducing an employee to give up any part of the compensation to
15 which he or she is entitled under his or her contract of employment. CONTRACTOR and its
16 subcontractors shall submit a weekly statement of the wages paid to each employee performing on
17 covered work during the preceding payroll period. CONTRACTOR understands and agrees that
18 should CONTRACTOR its subcontractors induce an employee working on a covered contract to give
19 up any part of the compensation to which he or she is entitled, the inducing party may be subject to a
20 five thousand dollar (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR
21 also understands and agrees that willful falsification of the statement of compliance may subject the
22 employer to civil or criminal prosecution and may be cause for contract termination or debarment. The
23 responsibility for compliance with these provisions is fixed with CONTRACTOR.

24 **25. FAIR LABOR STANDARDS ACT COMPLIANCE.**

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

1 **26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**
2 **RESPONSIBILITY MATTERS.**

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

6 **27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT**
7 **SPECIFICATIONS.**

8 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of
9 41 C.F.R. 60-4.2 relating to the “Equal Opportunity Clause” and the “Standard Federal Equal
10 Employment Specifications.” The responsibility for compliance with this provision is fixed with
11 CONTRACTOR.

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

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

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

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

1 **30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

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

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

7 **31.1.** During the performance of this Agreement, CONTRACTOR assures that no otherwise
8 qualified person shall be excluded from participation or employment, denied program
9 benefits or be subjected to discrimination based on race, color, national origin, gender,
10 age or handicap, under any program or activity funded by this Agreement, as required
11 by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community
12 Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and
13 all implementing regulations. The responsibility for compliance with these provisions
14 is fixed with CONTRACTOR.

15 **31.2.** CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color,
16 national origin, or sex in the performance of this Agreement. CONTRACTOR shall
17 carry out the applicable requirements of 49 C.F.R. Chapter 26 in the award and
18 administration of Department of Transportation assisted contracts. Failure by
19 CONTRACTOR to carry out these requirements is a material breach of this Agreement,
20 which may result in the termination of this Agreement, or such other remedy as
21 COUNTY deems appropriate. CONTRACTOR shall include the nondiscrimination and
22 compliance provisions of this Paragraph in all subcontracts to perform Work under this
23 Agreement.

24 **32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

25 **32.1.** CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into
26 any contract for construction work, or modification thereof, as defined in the regulations
27 of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part
28 with funds obtained from the Federal Government or borrowed on the credit of the

1 Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or
2 undertaken pursuant to any Federal program involving such grant, contract, loan,
3 insurance, or guarantee, the following equal opportunity clause. For the purposes of
4 this Subsection, the term “contractor” shall refer to CONTRACTOR, and the term
5 “contract” shall refer to this Agreement:

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

7 *(1) The contractor will not discriminate against any employee or applicant for*
8 *employment because of race, color, religion, sex, or national origin. The contractor*
9 *will take affirmative action to ensure that applicants are employed, and that*
10 *employees are treated during employment, without regard to their race, color,*
11 *religion, sex, or national origin. Such action shall include, but not be limited to the*
12 *following: Employment, upgrading, demotion, or transfer, recruitment or*
13 *recruitment advertising; layoff or termination; rates of pay or other forms of*
14 *compensation; and selection for training, including apprenticeship. The contractor*
15 *agrees to post in conspicuous places, available to employees and applicants for*
16 *employment, notices to be provided by the contracting officer setting forth the*
17 *provisions of this nondiscrimination clause.*

18 *(2) The contractor will, in all solicitations or advertisements for employees placed by*
19 *or on behalf of the contractor, state that all qualified applicants will receive*
20 *consideration for employment without regard to race, color, religion, sex, or*
21 *national origin.*

22 *(3) The contractor will send to each labor union or representative of workers with*
23 *which he has a collective bargaining agreement or other contract or understanding,*
24 *a notice to be provided by the agency contracting officer, advising the labor union*
25 *or workers' representative of the contractor's commitments under section 202 of*
26 *Executive Order 11246 of September 24, 1965, and shall post copies of the notice in*
27 *conspicuous places available to employees and applicants for employment.*

28 *(4) The contractor will comply with all provisions of Executive Order 11246 of*

1 September 24, 1965, and of the rules, regulations, and relevant orders of the
2 Secretary of Labor.

3 (5) *The contractor will furnish all information and reports required by Executive Order*
4 *11246 of September 24, 1965, and by the rules, regulations, and orders of the*
5 *Secretary of Labor, or pursuant thereto, and will permit access to his books,*
6 *records, and accounts by the contracting agency and the Secretary of Labor for*
7 *purposes of investigation to ascertain compliance with such rules, regulations, and*
8 *orders.*

9 (6) *In the event of the contractor's non-compliance with the nondiscrimination clauses*
10 *of this contract or with any of such rules, regulations, or orders, this contract may*
11 *be canceled, terminated or suspended in whole or in part and the contractor may be*
12 *declared ineligible for further Government contracts in accordance with procedures*
13 *authorized in Executive Order 11246 of September 24, 1965, and such other*
14 *sanctions may be imposed and remedies invoked as provided in Executive Order*
15 *11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of*
16 *Labor, or as otherwise provided by law.*

17 (7) *the contractor will include the provisions of paragraphs (1) through (7) in every*
18 *subcontract or purchase order unless exempted by rules, regulations, or orders of*
19 *the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of*
20 *September 24, 1965, so that such provisions will be binding upon each*
21 *subcontractor or vendor. The contractor will take such action with respect to any*
22 *subcontract or purchase order as may be directed by the Secretary of Labor as a*
23 *means of enforcing such provisions including sanctions for noncompliance:*
24 *Provided, however, that in the event the contractor becomes involved in, or is*
25 *threatened with, litigation with a subcontractor or vendor as a result of such*
26 *direction, the contractor may request the United States to enter into such litigation*
27 *to protect the interests of the United States.”*

28 **32.2.** CONTRACTOR further agrees that it will be bound by the above equal opportunity

1 clause with respect to its own employment practices when it participates in federally-
2 assisted construction work; provided that if CONTRACTOR so participating is a State
3 or local government, the above equal opportunity clause is not applicable to any agency,
4 instrumentality, or subdivision of such government which does not participate in work
5 on or under the Agreement.

6 **32.3.** CONTRACTOR agrees that it will assist and cooperate actively with the administering
7 agency and the Secretary of Labor in obtaining the compliance of Contractors and
8 subcontractors with the equal opportunity clause and the rules, regulations, and relevant
9 orders of the Secretary of Labor, that it will furnish the Department and HUD and the
10 Secretary of Labor such information as they may require for the supervision of such
11 compliance, and that it will otherwise assist the administering agency in the discharge
12 of the agency's primary responsibility for securing compliance.

13 **32.4.** CONTRACTOR further agrees that it will refrain from entering into any contract or
14 contract modification subject to Executive Order 11246 of September 24, 1965, with a
15 contractor debarred from, or who has not demonstrated eligibility for, government
16 contracts and federally-assisted construction contracts, pursuant to the Executive Order
17 and will carry out such sanctions and penalties for violation of the equal opportunity
18 clause as may be imposed upon contractors and subcontractors by the administering
19 agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
20 In addition, CONTRACTOR agrees that if it fails or refuses to comply with these
21 undertakings, COUNTY may take any or all of the following actions: Cancel,
22 terminate, or suspend in whole or in part this funding commitment (contract, loan,
23 grant, insurance, guarantee); refrain from extending any further assistance to the
24 applicant under the program with respect to which the failure or refund occurred until
25 satisfactory assurance of future compliance has been received from such Contractor;
26 and refer the case to the Department of Justice for appropriate legal proceedings.

27 **33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.**

28 CONTRACTOR shall comply with the following provisions regarding the assignment of claims

1 arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term
2 “contractor” shall refer to CONTRACTOR, the term “awarding body” shall refer to COUNTY, and the
3 term “public works contract” shall refer to this Agreement:

4 *“In entering into a public works contract or a subcontract to supply goods, services, or materials*
5 *pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the*
6 *awarding body all rights, title, and interest in and to all causes of action it may have under Section 4*
7 *of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with*
8 *Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases*
9 *of goods, services, or materials pursuant to the public works contract or the subcontract. This*
10 *assignment shall be made and become effective at the time the awarding body tenders final payment to*
11 *the contractor, without further acknowledgment by the parties.”*

12 **34. NON-COLLUSION.**

13 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion Affidavit
14 that complies with Cal. Public Code §7106, included in **Exhibit “B”** and incorporated herein.

15 **35. NOTICES AND REPORTS.**

16 **35.1.** All notices and reports under this Agreement shall be in writing and may be given by
17 personal delivery or by mailing by certified mail, addressed as follows:

18
19 COUNTY
20 Imperial County Department of Public Works
21 Attention: Director
22 155 South Eleventh Street
23 El Centro, CA 92243

CONTRACTOR
«Contractor_Business_Name»
«Contractor_Street_Address»
«Contractor_City_State»

24 with copies to:

25 Imperial County Executive Office
26 Attention: County Executive Officer
27 940 West Main Street, Suite 208
28 El Centro, CA 92243

and:

1 Imperial County Department of Human
2 Resources and Risk Management
3 Attention: Director
4 940 West Main Street, Suite 101
5 El Centro, CA 92243

6 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by
7 mailing by certified mail at such other address as either Party may designate in a notice
8 to the other Party given in such manner. Any notice given by mail shall be considered
9 given when deposited in the United States Mail, postage prepaid, addressed as provided
10 herein.

11 **36. ENTIRE AGREEMENT.**

12 This Agreement contains the entire agreement between COUNTY and CONTRACTOR
13 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous
14 agreements, understandings, provisions, negotiations, representations, or statements, either written or
15 verbal.

16 **37. ASSIGNMENT.**

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

19 **38. MODIFICATION.**

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

23 **39. CAPTIONS.**

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

26 **40. PARTIAL INVALIDITY.**

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

1 **41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

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

10 **42. WAIVER.**

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

14 **43. CHOICE OF LAW.**

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

18 **44. AUTHORITY.**

19 **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and
20 warrants that:

21 **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
22 CONTRACTOR;

23 **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
24 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR
25 and;

26 **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.

27 **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the
28 foregoing within thirty days of execution of this Agreement.

1 **45. COUNTERPARTS.**

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

6 **46. TIMING.**

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

8 **47. REVIEW OF AGREEMENT TERMS.**

9 **47.1.** Each Party has had the opportunity to receive independent legal advice from its
10 attorneys with respect to the advisability of making the representations, warranties,
11 covenants and agreements provided for herein, and with respect to the advisability of
12 executing this Agreement.

13 **47.2.** Each Party represents and warrants to and covenants with the other Party that:

14 **47.2.1.** This Agreement in its reduction to final written form is a result of extensive
15 good faith negotiations between the Parties and/or their respective legal counsel;
16 and

17 **47.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this
18 Agreement for execution by said Parties.

19 **47.3.** Any statute or rule of construction that ambiguities are to be resolved against the
20 drafting party shall not be employed in the interpretation of this Agreement.

21 **48. APPENDIX E OF THE TITLE VI ASSURANCES.**

22 During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors
23 in interest agrees to comply with the following nondiscrimination statutes and authorities; including
24 but not limited to:

25 **48.1.** Pertinent Nondiscrimination Authorities:

26 (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252),
27 (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part
28 21.

- 1 (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of
2 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose
3 property has been acquired because of Federal or Federal-Aid programs and projects);
- 4 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination
5 on the basis of sex);
- 6 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended,
7 (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 8 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits
9 discrimination on the basis of age);
- 10 (f) Airport and Airway Improvement Act of 1982, (949 U.S.C. § 471, Section 47123), as
11 amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 12 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,
13 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age
14 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by
15 expanding the definition of the terms “programs or activities” to include all the
16 programs or activities of the Federal-aid recipients, subrecipients and contractors,
17 whether such programs or activities are Federally funded or not);
- 18 (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination
19 on the basis of disability in the operation of public entities, public and private
20 transportation systems, places of public accommodation, and certain testing entities (42
21 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations
22 at 49 C.F.R. parts 37 and 38;
- 23 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123)
24 (prohibits discrimination on the basis of race, color, national origin, and sex);
- 25 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority
26 Populations and Low-Income Populations, which ensures discrimination against
27 minority populations by discouraging programs, policies, and activities with
28 disproportionately high and adverse human health or environmental effects on minority

1 and low-income populations;

2 (k) Executive Order 13166, Improving Access to Services for persons with Limited English
3 Proficiency, and resulting agency guidance, national origin discrimination includes
4 discrimination because of limited English proficiency (LEP). To ensure compliance
5 with Title VI, you must take reasonable steps to ensure that LEP persons have
6 meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

7 (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you from
8 discriminating because of sex in education programs or activities (20 U.S.C. 1681 et
9 seq).

10 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
11 above written.

12
13 **County of Imperial**

12
13 **«Contractor_Business_Name»**

14
15
16 By: _____
17 Ryan E. Kelley, Chairman
18 Imperial County Board of Supervisors

14
15
16 By: _____
17 «Contractor_Name_for_Signature»

18
19 **ATTEST:**

20
21 By: _____
22 Blanca Acosta,
23 Clerk of the Board of Supervisors

24 **APPROVED AS TO FORM:**

25 Eric Havens,
26 County Counsel

27 By: _____
28 «CC_Attorney»,
«CC_Attorney_Title»

16. NOTICE TO PROCEED

Dated: _____

Project: Wiest Lake Boat Launching Facility Project	Owner: County of Imperial	Owner's Contract No.:
---	-------------------------------------	-----------------------

Contract:	Engineer's Project No.:
-----------	-------------------------

Contractor: _____

Contractor's Address (send Certified Mail, Return Receipt requested):

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer and other identified additional insured's) Certificates of Insurance which each is required to purchase and maintain in accordance with the Contract Documents.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

_____ Contractor	County of Imperial _____ Owner
Given by: _____ Authorized Signature	Given by: _____ Authorized Signature
_____ Title	_____ Title
_____ Date	_____ Date

Copy to Engineer

17. PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**County of Imperial
155 S. 11th Street
El Centro, CA 92243**

CONTRACT

Date:

Amount:

Description: **Wiest Lake Boat Launching Facility Project**

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

The Surety and the Contractor, intending to be legally bound hereby, subject to the terms hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety, at the addresses described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than **fifteen (15) days** after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than **twenty (20) days** after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to:
 1. The Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond **fifteen (15) days** after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated Contractor's right to complete the Contract, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the

Contract. To a limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract;
- 6.2 Additional Legal, Design Professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within **two (2) years** after Contractor Default or within **two (2) years** after the Contractor ceased working or within **two (2) years** after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties

as a defense in the jurisdiction of the suit shall be applicable.

- 10. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all the Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY (Name, Address and Telephone)
SURETY AGENCY OR BROKER: _____ _____ _____
OWNER'S REPRESENTATIVE: TBD

18. PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**County of Imperial
155 S. 11th Street
El Centro, CA 92243**

CONTRACT

Date:

Amount:

Description: **Wiest lake Boat Launching Facility Project**

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

The Surety and the Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits alleging non-payment by the Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided the Owner has promptly notified the Contractor and the Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within **ninety (90) days** after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within **thirty (30) days** of furnishing the above notice any communication from the Contractor by which the Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above **thirty (30) days**, have sent a written notice to the Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by the Owner to the Contractor or to the Surety that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to the Owner, within **forty-five (45) days** after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

- 9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of **one (1) year** from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by the Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions

conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

15.1 Claimant: An individual or entity having a direct contract with the Contractor, or with a first-tier subcontractor of the Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, Architectural and Engineering Services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY	
(Name, Address and Telephone)	
SURETY AGENCY OR BROKER:	_____

OWNER'S REPRESENTATIVE:	TBD

**19. CERTIFICATE OF OWNER'S ATTORNEY
EXHIBIT GC-A**

I, the undersigned, _____ the duly authorized and acting legal representative of

County of Imperial do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Name: _____

Title: _____

Date: _____

20. CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Wiest Lake Boat Launching Facility Project	Owner: County of Imperial	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, the Contractor and the Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A (tentative) (revised tentative) (definitive) list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between the OWNER and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of the Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

21. STANDARD GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agency* – The Federal or State Agency named as such in the Agreement.
 3. *Agreement* – The written instrument which is evidence of the agreement between the Owner and the Contractor covering the Work.
 4. *Application for Payment* – The form acceptable to the Engineer which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 7. *Bidder* – The individual or entity who submits a Bid directly to the Owner.
 8. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 9. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Security of Acceptable Form, if any, and the Bid Form with any supplements.
 10. *Change Order* – A document recommended by the Engineer which is signed by the Contractor and the Owner and Agency and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 11. *Claim* – A demand or assertion by the Owner or Contractor seeking an adjustment of the Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 12. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 13. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* – The moneys payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by the Engineer's written recommendation of final payment.
16. *Contractor* – The individual or entity with whom the Owner has entered into the Agreement.
17. *Construction Manager* – The Owner's representative (hereafter referred to as the **Engineer**) that assumes all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
18. *Cost of the Work* – See Paragraph 11.01.A for definition.
19. *Drawings* – That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
20. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective; if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer* – The individual or entity named as such in the Agreement.
22. *Field Order* – A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
23. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
24. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
25. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
26. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
28. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Substantial Completion of all of the Work.
29. *Notice of Award* – The written notice by the Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Owner will sign and deliver the Agreement.

30. *Notice to Proceed* – A written notice given by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which the Contractor shall start to perform the Work under the Contract Documents.
31. *Owner* – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.
32. *PCBs* – Polychlorinated Biphenyls.
33. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Progress Schedule* – A schedule prepared and maintained by the Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
35. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
36. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the Table(s) of Contents.
37. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
39. *Resident Project Representative* – The authorized representative of the Engineer who may be assigned to the Site or any part thereof.
40. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
41. *Schedule of Submittals* – A schedule, prepared and maintained by the Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
42. *Schedule of Values* – A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.
43. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
44. *Site* – Lands or areas indicated in the Contract Documents as being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the Owner which are designated for the use of the Contractor.
45. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

46. *Subcontractor* – An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
47. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
48. *Successful Bidder* – The Bidder submitting a responsive Bid to whom the Owner makes an award.
49. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.
50. *Supplier* – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.
51. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
52. *Unit Price Work* – Work to be paid for on the basis of unit prices.
53. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
54. *Work Change Directive* – A written statement to the Contractor issued on or after the Effective Date of the Agreement and signed by the Owner and the Agency upon recommendation of the Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of Professional Judgment by the Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of the Engineer as to the Work. It is intended that such exercise of Professional Judgment, Action or Determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the Design Concept of the Completed Project as a functioning whole as shown or

indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to the Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word “day” means a calendar day of **twenty-four (24) hours** measured from midnight to the next midnight.

D. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents, or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. Has been damaged prior to the Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of the Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When the Contractor delivers the executed counterparts of the Agreement to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, the Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may

reasonably request) which the Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. The Owner shall furnish to the Contractor ten (10) sets of printed or hard copies of the “Issued for Construction” Drawings and “Conformed” Project Manuals. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

- A. The Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within **ten (10) days** after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), the Contractor shall submit to the Engineer for timely review:
 - 1. A Preliminary Progress Schedule;
 - 2. A Preliminary Schedule of Submittals; and
 - 3. A Preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during the performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a Conference attended by the Owner, Contractor, Engineer, Agency, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required project records.

2.07 *Initial Acceptance of Schedules*

- A. At least **ten (10) days** before submission of the first Application for Payment a conference attended by the Contractor, Engineer, and others as appropriate will be held to review for acceptability to the Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. The Contractor shall have an additional **five (5) days** to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the Contractor until acceptable schedules are submitted to the Engineer.
 - 1. The Progress Schedule will be acceptable to the Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on the Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve the Contractor from the Contractor’s full responsibility therefore.

2. The Contractor's Schedule of Submittals will be acceptable to the Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. The Contractor's Schedule of Values will be acceptable to the Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to the Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. *Standards, Specifications, Codes, Laws, and Regulations*
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of the Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. Reporting Discrepancies
 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby.
 2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, the Contractor shall promptly report it to the Engineer in writing. The Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until

an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. The Contractor shall not be liable to the Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless the Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3) or
 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. The Contractor and any Subcontractor or Supplier shall not:
 1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer or the Engineer's consultants, including electronic media editions; or
 2. Reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without the written consent of the Owner and Engineer and specific written verification or adaptation by the Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

- A. Copies of data furnished by the Owner or Engineer to the Contractor or the Contractor to the Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the

user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within **sixty (60) days**, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the **sixty (60) days** acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 *Availability of Lands*

- A. The Owner shall furnish the Site. The Owner shall notify the Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which the Contractor must comply in performing the Work. The Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If the Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in the Owner's furnishing the Site or a part thereof, the Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, the Owner shall furnish the Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and the Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:*
- B. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Engineer has used in preparing the Contract Documents; and
 - 2. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that the Engineer has used in preparing the Contract Documents.
- C. *Limited Reliance by the Contractor on Technical Data Authorized:*
- D. The Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," the Contractor may not rely upon or make any claim against the Owner or Engineer, or any of their Related Entities with respect to:

1. The completeness of such reports and drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If the Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. Is of such a nature as to establish that any "technical data" on which the Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. Is of such a nature as to require a change in the Contract Documents; or
3. Differs materially from that shown or indicated in the Contract Documents; or
4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
5. then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify the Owner and the Engineer in writing about such condition. The Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, the Engineer will promptly review the pertinent condition, determine the necessity of the Owner obtaining additional exploration or tests with respect thereto, and advise the Owner in writing (with a copy to the Contractor) of the Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in the Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. The Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the Owner with respect to the Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the

Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to the Contractor's making such final commitment; or

- c. The Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If the Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, the Owner and Engineer, and any of their Related Entities shall not be liable to the Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) sustained by the Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the Owner or Engineer by the owners of such Underground Facilities, including the Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and the Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data,
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. Coordination of the Work with the owners of such Underground Facilities, including the Owner, during construction, and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to the Owner and Engineer. The Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If the Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that the Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the Owner and Contractor are unable to agree upon entitlement to or on the amount or extent, if any, of any such

adjustment in Contract Price or Contract Times, the Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. The Owner shall provide engineering surveys to establish reference points for construction which in the Engineer's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. The Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. The Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by the Contractor, Subcontractors, Suppliers, or anyone else for whom the Contractor is responsible.
- D. If the Contractor encounters a Hazardous Environmental Condition or if the Contractor or anyone for whom the Contractor is responsible creates a Hazardous Environmental Condition, the Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify the Owner and Engineer (and promptly thereafter confirm such notice in writing). The Owner shall promptly consult with the Engineer concerning the necessity for the Owner to retain a Qualified Expert to evaluate such condition or take corrective action, if any.
- E. The Contractor shall not be required to resume Work in connection with such condition or in any affected area until after the Owner has obtained any required permits related thereto and delivered to the Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If the Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of

any adjustment in the Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which the Work is agreed to be resumed by the Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

- F. If after receipt of such written notice the Contractor does not agree to resume such Work based upon a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If the Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. The Owner may have such deleted portion of the Work performed by the Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom the Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate the Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by the Contractor or by anyone for whom the Contractor is responsible. Nothing in Paragraph 4.06. H shall obligate the Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Prior to the commencement of the construction of the project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department of Parks and Recreation, Division of Boating and Waterways (DBW) to furnish in favor of the Grantee and DBW, as their interests may appear, bonds and other security interests as allowed pursuant to the Public Contract Code sections 10263 and 22300 in the minimum amounts indicated:

Faithful Performance – One Hundred Percent (100%) of the total contract bid price.

Labor and Materials – One Hundred Percent (100%) of the total contract bid price.

- B. The Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. These bonds shall remain in effect until **one (1) year** after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other bonds as are required by the Contract Documents.

- C. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent’s authority to act.
- D. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, the Contractor shall promptly notify the Owner and Engineer and shall, within **twenty (20) days** after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage’s so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. The Contractor shall deliver to the Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by the Owner or any other additional insured) which the Contractor is required to purchase and maintain.
- B. The Owner shall deliver to the Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by the Contractor or any other additional insured) which the Owner is required to purchase and maintain.

5.04 *Contractor’s Liability Insurance*

- A. The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and shall provide protection from claims set forth below which may arise out of or result from the Contractor’s performance of the Work and the Contractor’s other obligations under the Contract Documents, whether it is to be performed by the Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers’ compensation, disability benefits, and other similar employee benefit acts;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
 - 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insurer (subject to any customary exclusion regarding professional liability) the Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insurers, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insurers, and the insurance afforded to these additional insurers shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverage's and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include completed operations insurance;
 4. Include contractual liability insurance covering the Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least **thirty (30) days** prior written notice has been given to the Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 6. Remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 7. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least **two (2) years** after final payment.
 - a. The Contractor shall furnish the Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to the Owner and any such additional insured of continuation of such insurance at final payment and **one (1) year** thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by the Contractor under Paragraph 5.04, the Owner, at the Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect the Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, the Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (the Contractor shall be responsible for any deductible or self-insured retention.). This insurance shall:
 1. Include the interests of the Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees,

agents, consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Engineers and Architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by the Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the Engineer;
 5. Allow for partial utilization of the Work by the Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by the Owner, Contractor, and Engineer within **thirty (30) days** written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. The Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of the Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least **thirty (30) days** prior written notice has been given to the Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. The Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of the Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by the Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 *Waiver of Rights*

- A. The Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect the Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage

the insurers will have no rights of recovery against any of the insured or additional insured there under. The Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and the Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by the Contractor as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against the Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to the Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by the Owner; and
 - 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by the Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by the Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against the Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. The Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof.
- B. The Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within **fifteen (15) days** after the occurrence of loss to the Contractor's exercise of this power. If such objection be made, the Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, the Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, the Contractor as fiduciary shall provide a bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either the Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within **ten (10) days** after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. The Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or

maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall not be responsible for the negligence of the Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, the Contractor shall assign a competent Resident Superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

6.02 *Labor; Working Hours*

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. The Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without the Owner's written consent (which will not be unreasonably withheld) given after prior written notice to the Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, the Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the Owner. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. The Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. The Contractor shall submit to the Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to the Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in the Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment the Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) It has a proven record of performance and availability of responsive service; and
 - b. The Contractor certifies that, if approved and incorporated into the Work:
 - 1) There will be no increase in cost to the Owner or increase in Contract Times, and

- 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor.
 - c. The procedural requirements for review by the Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as the Engineer may decide is appropriate under the circumstances.
 - d. The Contractor shall make written application to the Engineer for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application:
 - 1) *Shall certify that the proposed substitute item will:*
 1. Perform adequately the functions and achieve the results called for by the general design,
 2. be similar in substance to that specified, and be suited to the same use as that specified;
 - 2) *Will state:*
 1. The extent, if any, to which the use of the proposed substitute item will prejudice the Contractor's achievement of Substantial Completion on time;
 2. whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 3. whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) *Will identify:*
 1. All variations of the proposed substitute item from that specified and available engineering,
 2. sales, maintenance, repair, and replacement services;
 - 4) And shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other Contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by the Engineer. The Contractor shall submit sufficient information to allow the Engineer, in the Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by the Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* The Engineer will record the Engineer's costs in evaluating a substitute proposed or submitted by the Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not the Engineer approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer for evaluating each such proposed substitute. The Contractor shall also reimburse the Owner for the charges of the Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with the Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* The Contractor shall provide all data in support of any proposed substitute or "or-equal" at the Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. The Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to the Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom the Owner may have reasonable objection. The Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to the Owner in advance for acceptance by the Owner by a specified date prior to the Effective Date of the Agreement, and if the Contractor has submitted a list thereof in accordance with the Supplementary Conditions, the Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. The Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by the Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the Owner or Engineer to reject defective Work.
- C. The Contractor shall be fully responsible to the Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between the Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor
 - 2. Shall anything in the Contract Documents create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor.
- E. The Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with the Engineer through the Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for the Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against the Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, the Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. The Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

- B. The Contractor shall comply with all air pollution and environmental control rules, regulations ordinances, and statutes which apply to the project and any work performed pursuant to this agreement. The Contractor shall prepared a dust control plan and obtain and dust control permit per County of Imperial Air Pollution Control District.

6.09 *Laws and Regulations*

- A. The Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the Owner nor the Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
- B. If the Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be the Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve the Contractor of the Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in the Contract Price or the Contract Times. If the Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

- A. The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against the Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris during Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work, the Contractor shall clean the Site and the Work and make it ready for utilization by the Owner. At the completion of the Work the Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. The Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to the Engineer.

6.13 *Safety and Protection*

- A. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- D. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. The Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. The Contractor shall be responsible for coordinating any exchange of Material Safety Data Sheets (MSDS) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Engineer determines that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. The Contractor shall submit Shop Drawings and Samples to the Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as the Engineer may require.

1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the Engineer the services, materials, and equipment that the Contractor proposes to provide and to enable the Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data may require to enable the Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor.

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, the Contractor shall have determined and verified:
 - a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. All information relative to the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. Shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
2. Each submittal shall bear a stamp or specific written certification that the Contractor has satisfied the Contractor's obligations under the Contract Documents with respect to the Contractor's review and approval of that submittal.
3. With each submittal, the Contractor shall give the Engineer specific written notice of any variation, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to the Engineer for review and approval of each such variation.

D. Engineer's Review

1. The Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to the Engineer. The Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. The Engineer's review and approval will not extend to the means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. The Engineer's review and approval shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has complied with the requirements of Paragraph 6.17.C.3 and the Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. The Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. The Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals.

6.18 *Continuing the Work*

- A. The Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as the Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. The Contractor warrants and guarantees to the Owner that all Work shall be in accordance with the Contract Documents and will not be defective. The Engineer and its Related Entities shall be entitled to rely on representation of the Contractor's warranty and guarantee.
- B. The Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom the Contractor is responsible; or
 2. Normal wear and tear under normal usage.
- C. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by the Engineer or any payment related thereto by the Owner;
 4. Use or occupancy of the Work or any part thereof by the Owner;
 5. Any review and approval of a Shop Drawing or Sample Submittal or the issuance of a Notice of Acceptability by the Engineer;
 6. Any inspection, test, or approval by others; or
 7. Any correction of defective Work by the Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against the Owner or the Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of the actor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The grantee agrees to indemnify, defend and save harmless, the Department of Parks and Recreation, Division of Boating and Waterways (DBW), its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this agreement.
- D. The indemnification obligations of the Contractor under Paragraph 6.20.A shall not extend to the liability of the Engineer and the Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. The preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

6.21 *Delegation of Professional Design Services*

- A. The Contractor will not be required to provide Professional Design Services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out the Contractor's responsibilities for the construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide Professional Services in violation of applicable law.
- B. If Professional Design Services or Certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer.
- C. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and the Engineer have specified to the Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, the Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. The Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. The Owner may perform other work related to the Project at the Site with the Owner's employees or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to the Contractor prior to starting any such other work; and
 - 2. If the Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. The Contractor shall afford each other Contractor who is a party to such a direct contract, each utility owner and the Owner, if the Owner is performing other work with the Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected. The duties and responsibilities of the Contractor under this Paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Owner and such utility owners and other Contractors.
- C. If the proper execution or results of any part of the Contractor's Work depends upon work performed by others under this Article 7, the Contractor shall inspect such other work and promptly report to the Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If the Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various Contractors will be identified;
 - 2. The specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, the Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of the Owner.
- B. Each other direct contract of the Owner under Paragraph 7.01.A shall provide that the other Contractor is liable to the Owner and the Contractor for the reasonable direct delay and disruption costs incurred by the Contractor as a result of the other contractor's inactions.

- C. The Contractor shall be liable to the Owner and any other Contractor for the reasonable direct delay and disruption costs incurred by such other Contractor as a result of the Contractor's actions or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to the Contractor*

- A. Except as otherwise provided in these General Conditions, the Owner shall issue all communications to the Contractor through the Engineer.

8.02 *Replacement of the Engineer*

- A. In the case of termination of the employment of the Engineer, the Owner shall appoint an Engineer to whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. The Owner shall promptly furnish the data required of the Owner under the Contract Documents.

8.04 *Pay When Due*

- A. The Owner shall make payments to the Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. The Owner's duties in respect of providing lands and easements and providing Engineering Surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to the Owner's identifying and making available to the Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by the Engineer in preparing the Contract Documents.

8.06 *Insurance*

- A. The Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. The owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. The Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on the Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with the Laws and Regulations applicable to the performance of the Work. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. The Owner's responsibility with respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. If and to the extent the Owner has agreed to furnish the Contractor reasonable evidence that financial arrangements have been made to satisfy the Owner's obligations under the Contract Documents, the Owner's responsibility with respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. The Engineer (Construction Manager) will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in the Contract Documents and will not be changed without the written consent of the Owner and the Engineer.

9.02 *Visits to Site*

- A. The Engineer will make visits to the Site at intervals appropriate to the various stages of construction as the Engineer deems necessary in order to observe as an experienced and Qualified Design Professional the progress that has been made and the quality of the various aspects of the Contractor's executed Work. Based upon information obtained during such visits and observations, the Engineer, for the benefit of the Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. The Engineer's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, the Engineer will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defective Work.
- B. The Engineer's visits and observations are subject to all the limitations on the Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of the Engineer's visits or observations of the Contractor's Work the Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. The Engineer shall furnish a Resident Project Representative to assist the Engineer in providing more extensive observation of the Work. The authority and responsibilities of the Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the

Contract Documents. These may be accomplished by a Field Order and will be binding on the Owner and also on the Contractor, who shall perform the Work involved promptly. If the Owner or the Contractor believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. The Engineer will have authority to reject Work which the Engineer believes to be defective, or that the Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with the Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with the Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of Professional Design Services, if any, see Paragraph 6.21.
- C. In connection with the Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with the Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. The Engineer will determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Engineer will review with the Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Engineer's written decision thereon will be final and binding (except as modified by the Engineer to reflect changed factual conditions or more accurate data) upon the Owner and the Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. The Engineer will be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work there under. All matters in question and other matters between the Owner and the Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to the Engineer in writing within **thirty (30) days** of the event giving rise to the question.
- B. The Engineer will, with reasonable promptness, render a written decision on the issue referred. If the Owner or the Contractor believes that any such decision entitles them to an adjustment in the Contract Price or the Contract Times or both, a Claim may be made under Paragraph 10.05. The date of the Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. The Engineer's written decision on the issue referred will be final and binding on the Owner and the Contractor, subject to the provisions of Paragraph 10.05.

- D. When functioning as interpreter and judge under this Paragraph 9.08, the Engineer will not show partiality to the Owner or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither the Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by the Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by the Engineer to the Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. The Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. The Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, the Owner may, subject to written approval by the Agency at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If the Owner and the Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

- A. The Owner and the Contractor shall execute appropriate Change Orders recommended by the Engineer covering:
1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or the Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, the Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by the Engineer shall be required as a condition precedent to any exercise by the Owner or the Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to the Engineer and the other party to the Contract promptly (but in no event later than **thirty (30) days** after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within **sixty (60) days** after the start of such event (unless the Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in the Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in the Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Engineer and the claimant within **thirty (30) days** after receipt of the claimant's last submittal (unless the Engineer allows additional time).
- C. *Engineer's Action:* The Engineer will review each Claim and, within **thirty (30) days** after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. Deny the Claim in whole or in part,
 2. Approve the Claim, or

3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that the Engineer does not take action on a Claim within said **thirty (30) days**, the Claim shall be deemed denied.
- E. The Engineer's written action under the Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon the Owner and the Contractor, unless the Owner or the Contractor invoke the dispute resolution procedure set forth in Article 16 within **thirty (30) days** of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by the Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to the Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
 1. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by the Owner.
 2. The Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.
 3. Payments made by the Contractor to Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from subcontractors acceptable to the Owner and the Contractor and shall deliver such bids to the Owner, who will then determine, with the advice of the Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as the Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 4. Costs of special consultants (including but not limited to Engineers, Architects, Testing Laboratories, Surveyors, Attorneys, and Accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
 - b. The Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of the Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which the Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by the Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressages, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that the Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of the Contractor's principal and branch offices other than the Contractor's office at the Site.
3. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

4. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, the Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, the Contractor shall establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to the Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. The Contractor agrees that:
 - a. The cash allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. The Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*
1. The Contractor agrees that a contingency allowance, if any, is for the sole use of the Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by the Engineer to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of the Comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities

and classifications of Unit Price Work performed by the Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. The Owner or the Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The Bid price of a particular item of Unit Price Work amounts to more than five percent (5%) of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. The Contractor believes that the Contractor is entitled to an increase in the Contract Price as a result of having incurred additional expense or the Owner believes that the Owner is entitled to a decrease in the Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be fifteen percent (15%);
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent (5%);

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of fifteen percent (15%) of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor;
- d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. The amount of credit to be allowed by the Contractor to the Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to five percent (5%) of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in the Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the County and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where the Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of the Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of the Contractor shall include, but not be limited to, acts or neglect by the Owner, acts or neglect of utility owners or other Contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If the Owner, Engineer, or other Contractors or utility owners performing other work for the Owner as contemplated by Article 7, or anyone for whom the Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then the Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to the Contractor's ability to complete the Work within the Contract Times.
- C. If the Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of the Owner, or other causes not the fault of and beyond control of the Owner and the Contractor, then the Contractor shall be entitled to an equitable adjustment in the Contract Times, if such adjustment is essential to the Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be the Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.B.
- D. The Owner, the Engineer and the Related Entities of each of them shall not be liable to the Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) sustained by the Contractor on or in connection with any other project or anticipated project.

- E. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of the Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which the Owner or the Engineer has actual knowledge will be given to the Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. The Owner, the Engineer, their consultants and other representatives and personnel of the Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. The Contractor shall provide them proper and safe conditions for such access and advise them of the Contractor's Site safety procedures and programs so that they may comply therewith as applicable.
- B. The Department of Parks and Recreation, Division of Boating and Waterways and its agents, at any and all reasonable times during the term of this agreement, enter the project area for purposes of inspecting the project area.

13.03 *Tests and Inspections*

- A. The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. The Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. As otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the Engineer the required certificates of inspection or approval.
- D. The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the Owner's and the Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the Owner and the Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by the Contractor without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- B. If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, the Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, the Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Engineer, remove it from the Project and replace it with Work that is not defective. The Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, the Contractor shall take no action that would void or otherwise impair the Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within **one (1) year** after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions:
1. Repair such defective land or areas; or
 2. Correct such defective Work; or
 3. If the defective Work has been rejected by the Owner, remove it from the Project and replace it with Work that is not defective, and
 4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If the Contractor does not promptly comply with the terms of the Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of **one (1) year** after such correction or removal and replacement has been satisfactorily completed.
- E. The Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to the Engineer's recommendation of final payment, the Engineer) prefers to accept it, the Owner may do so. The Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) attributable to the Owner's evaluation of and determination to accept such defective Work (such costs to be approved by the Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by the Contractor pursuant to this sentence. If any such acceptance occurs prior to the Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, the Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the Owner.

13.09 *Owner May Correct Defective Work*

- A. If the Contractor fails within a reasonable time after written notice from the Engineer to correct defective Work or to remove and replace rejected Work as required by the Engineer in accordance with Paragraph 13.06.A, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after **seven (7) days** written notice to the Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, the Owner shall proceed expeditiously. In connection with such corrective or remedial action, the Owner may exclude the Contractor from all or part of the Site, take possession of all or part of the Work and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Owner, the Owner's representatives, agents and employees; the Owner's other Contractors, and the Engineer and the Engineer's Consultants access to the Site to enable the Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against the Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's defective Work.
- D. The Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

- A. *Applications for Payments*
 1. At least **twenty (20) days** before the date established in the Agreement for each progress payment (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the Owner's interest therein, all of which must be satisfactory to the Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of the Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge the Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. The Engineer will, within **ten (10) days** after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Owner or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.
2. The Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on the Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of the Engineer's knowledge, information and belief:
 - a. The Work has progressed to the point indicated;
 - b. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. The conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled in so far as it is the Engineer's responsibility to observe the Work.
3. By recommending any such payment the Engineer will not thereby be deemed to have represented that:
 - a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the Engineer in the Contract Documents; or
 - b. That there may not be other matters or issues between the parties that might entitle the Contractor to be paid additionally by the Owner or entitle the Owner to withhold payment to the Contractor.
4. Neither the Engineer's review of the Contractor's Work for the purposes of recommending payments nor the Engineer's recommendation of any payment, including final payment, will impose responsibility on the Engineer:
 - a. To supervise, direct, or control the Work, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For the Contractor's failure to comply with Laws and Regulations applicable to the Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, or

- e. To determine that title to any of the Work, materials, or equipment has passed to the Owner free and clear of any Liens.
5. The Engineer may refuse to recommend the whole or any part of any payment if, in the Engineer's opinion, it would be incorrect to make the representations to the Owner stated in Paragraph 14.02.B.2. The Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because:
 - a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. The Contract Price has been reduced by Change Orders;
 - c. The Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. The Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. **Thirty (30) days** after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. The Owner may refuse to make payment of the full amount recommended by the Engineer because:
 - a. claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the Owner to secure the satisfaction and discharge of such Liens;
 - c. The Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements;
 - d. There are other items entitling the Owner to a set-off against the amount recommended; or
 - e. The Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If the Owner refuses to make payment of the full amount recommended by the Engineer, the Owner will give the Contractor immediate written notice (with a copy to the Engineer) stating the reasons for such action and promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The Owner shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the Owner and the Contractor, when the Contractor corrects to the Owner's satisfaction the reasons for such action.
3. If it is subsequently determined that the Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

- A. The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When the Contractor considers the entire Work ready for its intended use the Contractor shall notify the Owner and the Engineer in writing that the entire Work is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Engineer issue a certificate of Substantial Completion.
- B. Promptly after the Contractor's notification, the Owner, Agency, Contractor, and Engineer shall make a pre-final inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing giving the reasons therefore.
- C. If the Engineer considers the Work substantially complete, the Engineer will deliver to the Owner a Tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The Owner shall have **seven (7) days** after receipt of the Tentative Certificate during which to make written objection to the Engineer as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the Work is not substantially complete, the Engineer will within **fourteen (14) days** after submission of the Tentative Certificate to the Owner notify the Contractor in writing, stating the reasons therefore. If, after consideration of the Owner's objections, the Engineer considers the Work substantially complete, the Engineer will within said **fourteen (14) days** execute and deliver to the Owner and the Contractor a Definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as the Engineer believes justified after consideration of any objections from the Owner.
- D. At the time of delivery of the Tentative Certificate of Substantial Completion, the Engineer will deliver to the Owner and the Contractor a written recommendation as to division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless the Owner and the Contractor agree otherwise in writing and so inform the Engineer in writing prior to the Engineer's issuing the Definitive Certificate of Substantial Completion, the Engineer's aforesaid recommendation will be binding upon the Owner and the Contractor until final payment.
- E. The Owner shall have the right to exclude the Contractor from the Site after the date of Substantial Completion subject to allowing the Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to the Substantial Completion of all the Work, the Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the Owner, the Engineer, and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. The Owner at any time may request the Contractor in writing to permit the Owner to use or occupy any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor will certify to the Owner and the Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. The Contractor at any time may notify the Owner and the Engineer in writing that the Contractor considers any such part of the Work ready for its intended use and substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, the Owner, the Contractor, and the Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify the Owner and the Contractor in writing giving the reasons therefore. If the Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Engineer will promptly make a final inspection with the Owner, the Agency, and the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, the Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against the Owner that the Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to the Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by the Owner, the Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within **ten (10) days** after receipt of the final Application for Payment, indicate in writing the Engineer's recommendation of payment and present the Application for Payment to the Owner for payment. At the same time the Engineer will also give written notice to the Owner and the Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, the Engineer will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. **Thirty (30) days** after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of the Contractor, final completion of the Work is significantly delayed, and if the Engineer so confirms, the Owner shall, upon receipt of the Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for Payment but held by the Owner for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. A waiver of all Claims by the Owner against the Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from the Contractor's continuing obligations under the Contract Documents; and
 2. A waiver of all Claims by the Contractor against the Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by the Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, the Owner may suspend the Work or any portion thereof for a period of not more than **ninety (90) consecutive days** by notice in writing to the Contractor and the Engineer which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times,

or both, directly attributable to any such suspension if the Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. The Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. The Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. The Contractor's disregard of the authority of the Engineer; or
 4. The Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving the Contractor (and surety) **seven (7) days** written notice of its intent to terminate the services of the Contractor:
1. Exclude the Contractor from the Site, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion),
 2. Incorporate in the Work all materials and equipment stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere, and
 3. Complete the Work as the Owner may deem expedient.
- C. If the Owner proceeds as provided in Paragraph 15.02.B, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) sustained by the Owner arising out of or relating to completing the Work, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such claims, costs, losses, and damages incurred by the Owner will be reviewed by the Engineer as to their reasonableness and, when so approved by the Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph the Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, the Contractor's services will not be terminated if the Contractor begins within **seven (7) days** of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than **thirty (30) days** of receipt of said notice.
- E. Where the Contractor's services have been so terminated by the Owner, the termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Owner will not release the Contractor from liability.
- F. If and to the extent that the Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon **seven (7) days** written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Contract. In such case, the Contractor shall be paid for (without duplication of any items):
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other Professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. Reasonable expenses directly attributable to termination.
- B. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of the Contractor, (i) the Work is suspended for more than **ninety (90) consecutive days** by the Owner or under an order of court or other public authority, or (ii) the Engineer fails to act on any Application for Payment within **thirty (30) days** after it is submitted, or (iii) the Owner fails for **thirty (30) days** to pay the Contractor any sum finally determined to be due, then the Contractor may, upon **seven (7) days** written notice to the Owner and the Engineer, and provided the Owner or the Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from the Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if the Engineer has failed to act on an Application for Payment within **thirty (30) days** after it is submitted, or the Owner has failed for **thirty (30) days** to pay the Contractor any sum finally determined to be due, the Contractor may, **seven (7) days** after written notice to the Owner and the Engineer, stop the Work until payment is made of all such amounts due the Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude the Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to the Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. The Owner and the Contractor may mutually request mediation of any Claim submitted to the Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. The Owner and the Contractor shall participate in the mediation process in good faith. The process shall be concluded within **sixty (60) days** of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- C. If the claim is not resolved by mediation, the Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding **thirty (30) days** after termination of the mediation unless, within that time period, the Owner or the Contractor:
1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 2. Agrees with the other party to submit the Claim to another dispute resolution process, or
 3. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
 2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of the Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the State of California.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 18 – FEDERAL REQUIREMENTS

18.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by the Agency. Neither the Agency, nor any of its departments, entities, or employees is a party to this Contract.

18.02 *Contract Approval*

- A. The Owner and the Contractor will furnish the Owner’s attorney such evidence as required so that the Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” (Exhibit GC-A) before the Owner submits the executed Contract Documents to the Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

18.03 *Conflict of Interest*

- A. The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.
- B. The Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the Contractor or subcontractors.

18.04 *Gratuities*

- A. If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or the Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three (3) nor more than ten (10) times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

18.05 *Audit and Access to Records*

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), the Owner, the Agency, the Controller General, or any of their duly authorized representatives, shall have access to any

books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor shall maintain all required records for **three (3) years** after final payment is made and all other pending matters are closed.

18.06 *Small, Minority and Women's Businesses*

- A. If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) the Contractor is encouraged to procure goods and services from labor surplus area firms.

18.07 *Anti-Kickback*

- A. The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to the Agency.

18.08 *Clean Air and Pollution Control Acts*

- A. If this Contract exceeds **\$100,000**, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

18.09 *State Energy Policy*

- A. The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10 *Equal Opportunity Requirements*

- A. If this Contract exceeds **\$10,000**, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within **ten (10) working days** of award of any construction subcontract in excess of **\$10,000** at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11 *Restrictions on Lobbying*

- A. The Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 349) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed **\$100,000** at any tier under a Federal loan that exceeds **\$150,000** or a Federal grant that exceeds **\$100,000**. If applicable, the Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 34 USC 1354. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by the Owner.

18.12 *Environmental Requirements*

- A. When constructing a project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:
 - 1. *Wetlands* – When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
 - 2. *Floodplains* – When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert one-hundred (100) year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
 - 3. *Historic Preservation* – Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Agency. Construction shall be temporarily halted pending the notification process and further directions issued by the Agency after consultation with the State Historic Preservation Officer (SHPO).
 - 4. *Endangered Species* – The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Agency. Construction shall be temporarily halted pending the notification process and further directions issued by the Agency after consultation with the U.S. Fish and Wildlife Service.

22. SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. C-710, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof. Every effort has been made to already have incorporated the following into the General Conditions.

SC-1.01.A.2 Add the following language to the end of Paragraph 1.01.A.2:

The Project is financed in whole or in part by California Department of parks and Recreation Division of Boating and Waterways. The Agency for these documents is HCD.

SC-1.01.A.4 Add the following language to the end of Paragraph 1.01.A.4:

The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.10 Add the following language to the end of Paragraph 1.01.A.10:

The Change Order form to be used on this Project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

SC-1.01.A.20 Add the following language to the end of Paragraph 1.01.A.20:

The Engineer for this project is: **Dynamic Consulting Engineers, Inc.** The Engineer's Consultants on this project are:

- 1) **Geotechnical Engineer** – LandMark Consultants
- 2) **Structural Engineer** – N/A
- 3) **Electrical Engineer** – N/A
- 4) **Operation Building** – N/A

SC-2.03.A Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within **thirty (30) days** after the Effective Date of the Agreement.

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site:
 1. N/A
- D. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

1. N/A

- E. Copies of reports and drawings itemized in 4.02.C and 4.02.D that are not included with Bidding Documents may be examined at **Dynamic Consulting Engineers, Imperial CA** office during regular business hours. These reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which the Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of the Drawings and Specifications.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

SC-4.06.D Amend the beginning of Paragraph 4.06.D to read as follows:

If Contractor encounters a Hazardous Environmental Condition or material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

SC-5.03 Add the following new paragraph immediately after Paragraph 5.03.B:

- C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers’ Compensation and related coverage’s under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Employer’s Liability	\$1,000,000
 - 2. Contractor’s General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage’s and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Excess or Umbrella Liability	
1) General Aggregate	\$5,000,000
2) Each Occurrence	\$2,000,000
 - 3. Automobile Liability under paragraph 5.04.6 of the General Conditions:

- a. Combined Single Limit \$1,000,000
- 4. Property Damage liability insurance will provide Explosion, Collapse and Underground (X,C,U) coverage's where applicable.
- 5. Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall be provided as part of the General Liability coverage.
- 6. The Owner and Engineer are to be included as additional insureds.
- 7. Liability and Fire Insurance
 - A. The grantee shall continuously insure the project area through one of the following alternatives:

Alternative I:

Bodily Injury or Death	\$1,000,000 each person \$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the project

Or:

Alternative II:

The grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the project shall contain a clause which requires the contractor(s) to obtain insurance in the amounts specified in Alternative I.

C. Any policy or policies shall contain the following endorsement:

The State of California, its officers, agents, employees and servants are hereby declared to be an additional insured under the terms of this policy, as to activities of both the Grantee and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) in respect to the project, and this policy shall not be cancelled without (30) days prior written notice to DBW.

SC-5.06. Add the following new paragraph immediately after Paragraph 5.06.D:

- E. The Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof in accordance with Paragraph 5.06. The following persons or entities are to be included as additional insured on the policy:

SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C.

Engineer's Evaluation. The paragraph text is re-titled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

- 1. *During Bidding:* The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute or materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of the required type, function, and quality to be met by any proposed substitute or "or-equal" item. A request for the Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least **five (5) days** prior to the date for receipt of Bids. No item of material or equipment will be considered by the Engineer as a substitute unless written request for approval

has been submitted by the Bidder and has been received by the Engineer at least **fifteen (15) days** prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed item will be final. If the Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. The Bidders shall not rely upon approvals made in any other manner.

2. *After the Effective Date of the Agreement:* The Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. The Engineer may require the Contractor to furnish additional data about the proposed substitute item. The Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until the Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." The Engineer will advise the Contractor in writing of any negative determination.

SC-6.06. Add a new paragraph immediately after paragraph 6.06.G:

- H. The Contractor shall not award work valued at more than **fifty percent (50%)** of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.13. Add the following language to the end of paragraph 6.13.B:

For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

SC-6.20.Delete Paragraph 6.20.C.2 in its entirety:

SC-9.03. Add the following language at the end of paragraph 9.03:

The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be stated in the Agreement for Engineering Services executed for this specific Project.

SC-10.05. Add the following new paragraph immediately after paragraph 10.05.F:

G. If this is a "Public Works Contract" as defined in Section 22200 of the California Public Contract Code, claims shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code. These sections are summarized as follows:

1. Claim means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of the contractor, pursuant to this Contract, payment not otherwise expressly provided the Contract, or (c) any separate demand by the Contractor, the amount of which is disputed by the Owner.
2. For claims less than \$50,000, the Owner shall respond in writing to all written claims within **forty-five (45) days** of receipt of the claim, or may request in writing, within **thirty (30) days** of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within **fifteen (15) days** from receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.

3. For claims over \$50,000 and less than or equal to \$375,000, the Owner shall respond in writing to all written claims within **sixty (60) days** of receipt of the claim, or may request in writing, within **thirty (30) days** of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within **thirty (30) days** from receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.

4. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time specified, the Contractor may notify the Owner in writing within either **fifteen (15) days** of receipt of the Owner's response, or within **fifteen (15) days** of the Owner's failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the Owner shall schedule a meet and confer conference within **thirty (30) days** for settlement of the dispute.

5. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code Sections 900, et seq. The period of time within to file such a claim shall be defined in Public Contract Code Section 20104.2(e).

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. **Thirty (30) days** after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC-14.07.C Delete Paragraph 14.07.C1 in its entirety and insert the following in its place:

1. **Thirty-five (35) days** after the filing of a Notice of Completion with the County Recorder and after presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

SC-18.08 Delete paragraph 18.08.A in its entirety and insert the following in its place:

- A. If this Contract exceeds **\$100,000**, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

SC-19 Add the following new paragraph:

ARTICLE 19 - PROJECT SIGN

19.01 Contractor will place a temporary construction project sign at a location designated by the Engineer. This sign measuring 4' x 8', will be made of 3/4" exterior grade plywood and adhere to the format and details illustrated on the sheet included in Section 23., "Project Signs," of these Contract Documents. The sign will be prepared by a professional sign painter.

SC-20 Add the following new paragraphs:



ARTICLE 20 - ADDITIONAL STATE REQUIREMENTS

20.01 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

20.02 Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should the Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents.

23. PROJECT SIGN

- Below is a typical project identity sign to include the project identity, credit to the State and/or Federal grant agencies and the awarding agency.
- Below is a typical contractor identity sign.

<p>THIS PROJECT IS ADMINISTERED BY THE COUNTY OF IMPERIAL, WITH FUNDING FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS</p> <p>Wiest Lake Boat Launching Facility Project</p> <p>IMPERIAL COUNTY 155 S. 11th Street El Centro, CA92243 (442) 265-1818</p>  	<p>CONTRACTOR'S NAME BUSINESS ADDRESS BUSINESS PHONE # STATE CONTRACTOR'S LICENSE # EMERGENCY AFTER HOURS #</p>
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- Project identity sign to be placed on white background with black lettering.
- Provide and install logos.
- Sign to measure at a minimum 48" wide and 36" high.
- Both signs may be incorporated into one sign 8' x 4'.
- Contractors Identity sign to be placed on white background with black lettering.
- Provide art work and logo.
- Sign to measure a minimum 36" wide and 36" high

24. CONTRACTOR'S APPLICATION FOR PAYMENT NO. _____

	Application Period:	Application Date:
To (Owner): County of Imperial	From (Contractor):	Via (Engineer)
Project: Wiest Lake Boat launching Facility Project	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	Additions	Deductions
	2. Net change by Change Orders	\$ _____
	3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ _____
	4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ _____
	5. RETAINAGE:	
	a. ____ % x \$ _____ Work Completed.....	\$ _____
	b. ____ % x \$ _____ Stored Material.....	\$ _____
	c. Total Retainage (Line 5a + Line 5b)	\$ _____
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ _____
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ _____
	8. AMOUNT DUE THIS APPLICATION.....	\$ _____
TOTALS	9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ _____
NET CHANGE ORDERS		

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Date) _____
(Engineer)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding Agency (if applicable)

By: _____ Date: _____

PROGRESS ESTIMATE

CONTRACTOR'S APPLICATION

For (contract):					Application Number:				
Application Period:					Application Date:				
A		B		Work Completed		E	F		G
Item		Scheduled Value		C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	%	Balance to Finish (B - F)
Specification Section No.	Description			From Previous Application (C + D)	This Period				
TOTALS									

PROGRESS ESTIMATE

CONTRACTOR'S APPLICATION

For (contract):					Application Number:							
Application Period:					Application Date:							
A				B	C	D	E	F		G		
Item				Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
Bid Item No.	Description											
TOTALS												

25. CONSTRUCTION AND TECHNICAL SPECIFICATIONS

GENERAL

Construction of the project shall be in conformance with the Latest Edition of “Standard Specifications for Public Works Construction, Greenbook” and the most recent version of the “Department of Boating and Waterways’ Layouts, Design and Construction Handbook for Small Craft Boat Launching Facilities”.

25-1.01	<u>ORDER OF WORK</u>
25-1.02	<u>OBSTRUCTIONS</u>
25-1.03	<u>CONSTRUCTION AREA SIGNS</u>
25-1.04	<u>MAINTAINING TRAFFIC</u>
25-1.05	<u>TRAFFIC CONTROL SYSTEM FOR LANE</u>
25-1.06	<u>EARTHWORK</u>
25-1.07	<u>V-GROOVING FOR CONCRETE</u>
25-1.08	<u>AGGREGATE BASE</u>
25-1.09	<u>ASPHALT CONCRETE</u>
25-1.10	<u>CONCRETE</u>
25-1.11	<u>TEMPORARY PAVEMENT DELINEATION</u>
25-1.12	<u>MANHOLE AND WATER VALVE COVERS ADJUSTMENTS</u>
25-1.13	<u>GRIND EXISTING ASPHALT CONCRETE PAVEMENTS</u>
25-1.14	<u>CRACK TREATMENT</u>
25-1.15	<u>TIME AND MATERIAL ALLOCATION</u>
25-1.16	<u>PROJECT IDENTIFICATION SIGNS</u>
25-1.17	<u>PAINT STRIPING AND SIGNAGE</u>
25-1.18	<u>EROSION CONTROL</u>
25-1.19	<u>OTHER JURISDICTION ENCROACHMENT PERMITS</u>
25-1.20	<u>SURVEYING</u>
25-1.21	<u>PRESERVATION/PERPETUATION OF SURVEY MONUMENTS</u>
25-1.22	<u>LEAD ABATEMENT</u>
25-1.23	<u>BOARDING FLOATS</u>
25-1.24	<u>ABUTMENTS</u>
25-1.25	<u>GUIDE PILES</u>
25-1.26	<u>RIP RAP</u>

25-1.01 ORDER OF WORK

A two week lead time will be needed before construction begins to assure proper notification to the public and emergency and/ or enforcement agencies.

The Contractor shall provide the County with a detailed schedule and traffic closure plan indicating how the project will be constructed prior to beginning of work.

25-1.02 OBSTRUCTIONS

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches (150 mm) in diameter or pipelines operating at pressures greater than 60 psi (415 KPa) gage; underground electric supply system conductors or cables with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811
	811

Contractor shall be responsible to protect in place existing gas lines, water and sewer pipelines. Compensation for providing protection to impacted utilities shall be included in the various items of work.

25-1.03 CONSTRUCTION AREA SIGNS –

Construction area signs shall be furnished, installed, maintained and removed when no longer required.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811
	811

Contractor shall provide project information signs, as shown elsewhere in these Special Provisions and shall install and maintain these during the project duration. At Project conclusion

the signs & posts shall become property of County and County shall remove same at County expense.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes, or at the option of the Contractor, construction area signs can be placed on portable barricades.

The term “construction area signs” also shall include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction areas signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs and the following:

Object markers shall be stationary mounted on wood or metal posts in conformance with the details shown on the plans and the provisions in Section 82, “Markers and Delineators,” of the Standard Specifications.

Marker panels for Type N, Type P and Type R object markers shall conform to the provisions for sign panels for stationary mounted signs.

Target plates for Type K and Type L object markers and posts, reflectors and hardware shall conform to the provisions in Section 82, but need not be new.

Full compensation for providing, installing and maintaining construction area signs and project information signs shall be considered as included in the contract lump sum price paid for construction area signs for each specific road segment and no additional compensation shall be allowed therefore.

25-1.04 MAINTAINING TRAFFIC -- Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities.

Lane closures shall conform to the provisions in section “Traffic Control System for Lane Closure” of these special provisions.

Personal vehicles of the Contractor’s employees shall not be parked on the traveled way including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor’s intent to begin work at least 10 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor is advised that emergency vehicle access must be maintained during the course of work.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25

feet intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 10 wide, shall be open for use by public traffic when construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

A Traffic Control Plan, prepared by a Civil Engineer, registered in the State of California, shall be provided by the contractor for the County's review and approval to address all traffic control and construction area signs.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in January and February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

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 signals and barricades shall be considered as included in the contract lump sum price for Construction Area Signs for each specific road segment and no additional compensation shall be considered therefor.

25-1.05 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURES Lane closures are to be performed when practical and applicable as determined by the Engineer when the road closure detour is not in operation either before or after road closure has been implemented or when detour is no longer in place at end of work.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Article 6, "Contractor's Responsibilities," of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the need of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

The Contractor shall utilize radios and flaggers if lane closures are performed. Flaggers shall have radio contact with personnel in the work area. Maximum speed of public traffic through the traffic control zone shall be 25 miles per hour (mph). All costs in relation to flaggers shall be borne solely by the Contractor.

Full compensation for providing the traffic control system (including signs and flagging costs), the traffic control plan and any other tools, labor and equipment shall be considered as included in the contract prices, paid for "Construction Area Signs" or Traffic Control.

Traffic control system required by work, which is classed as extra work, as provided in Article 10 of the Standard Specifications, will be paid for as part of said extra work.

25-1.06 EARTHWORK – Excavation include the sawcutting, removal and disposal of existing asphalt concrete pavements and base materials as shown on the plans or as directed by the engineer.

Removed materials that are not to be salvaged or reused in the work and shall become the property of the Contractor and shall be disposed of.

The contractor is advised that the estimated roadway excavation is for bidding purposes only and with no guarantee as to actual quantities.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in roadway excavation including removing, hauling and disposal of existing surfacing and base material, broken concrete, rocks and other debris shall be considered as included in the contract price paid per bid item and no additional compensation will be allowed therefor.

25-1.07 ~~V GROOVING FOR CONCRETE~~ — ~~No placement or V Grooving of Concrete for boat launching ramps on the project shall be allowed until the construction contractor demonstrate proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department of Parks and recreation, Division of Boating and Waterways (DBW) representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a DBW representative prior to the placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by DBW. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).~~

25-1.08 AGGREGATE BASE – Aggregate base shall be Class II as shown on plans and shall conform to the provisions in Section 26, “Aggregate Bases,” of the Standard Specifications and these special provisions. Aggregate base shall be compacted to 95% maximum density. Whenever compliance for compaction is required by the County tests will be made utilizing ASTM D1557.

25-1.09 ASPHALT CONCRETE – Asphalt concrete aggregate shall be Type A 1/2” inch maximum grading and shall conform to the provisions in Section 39, “Asphalt Concrete”, of the Caltrans Standard Specifications and these Special Provisions.

Asphalt concrete shall be compacted to 95% maximum density whenever compliance for compaction is required by the County test will be made utilizing ASTM D 1559.

The asphalt used in the Asphalt Concrete Mix shall be paving PG 70-10 non-polymer modified. The refiner is required to be in the California Department of Transportation COC program and a certificate of compliance must be provided as well as a mix design.

In addition to the requirements in Section 39-2.01C, “Spreading and Compacting Equipment,” of the Caltrans Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and traverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. The Contractor shall use a ski device and the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled manually.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-2.01C, “Compacting,” of the Caltrans Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during any day’s work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day’s work.

Asphalt concrete surfacing shall be placed on all existing surfacing or as directed by the Engineer.

Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

The contractor at his expense shall furnish current test results giving the bitumen ratio (pound of asphalt per 100 pounds of dry aggregate) required for the mix design he proposes to furnish. Test results shall have been performed by a laboratory and approved by the Engineer.

The contractor shall adjust any boxes, vaults within the parking lot to match the proposed grade of the new paving or the new pavement resurfacing.

Prior to spreading asphalt concrete over any existing pavement or previously laid pavement a paint-binder of SS1h shall be furnished and applied uniformly to a pavement to be surfaced and to contact surfaces of all cold pavement joints, curbs, gutters, and to other surfaces designated by the Engineer.

Paint Binder shall be applied at a rate of 0.02 to 0.10-gallon per square yard. The exact rate and number of applications will be determined by the Engineer.

Paint Binder shall be applied only so far in advance of placing the surfacing as may be permitted by Engineer. The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

“Increased or Decreased Quantities” will not apply to liquid asphalt PG 70-10, SS1h prime coat or paint binder.

Asphalt concrete shall be spread and compacted in accordance with Section 39, “Asphalt Concrete”, of the Standard Specifications and these special provisions.

Asphalt concrete shall be spread and compacted in one layer unless otherwise indicated in these specifications or as directed by the Engineer.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

The finished surface shall meet the straight edge requirements of Section 39-2.01C “Compacting” of the Caltrans Standard Specifications.

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, it shall be brought within tolerance by either:

1. Abrasive grinding (with fog seal coat on the areas which have been ground),
2. Removal and replacement, or
3. Placing an overlay of asphalt concrete. The Engineer will select the method. The corrective work shall be at the Contractor’s expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements of Section 42 of the Caltrans Standard Specifications.

Except for aggregate for open graded asphalt concrete, in addition to the aggregate requirements listed in Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade PG 70-10 non-polymer modified in the amount of asphalt determined optimum by California Test 367:

TEST	CALIFORNIA TEST	REQUIREMENT
Surface Abrasion	360, Method A	Loss not to exceed 15 grams

PAYMENT: Asphalt concrete placed in the work will be paid for at the contract price paid per ton for "Asphalt Concrete" and shall include the PG 70-10 Asphalt to be used for all locations and "Asphalt Concrete 1" AC cap (Leveling Course)"

Full compensation for furnishing and applying paint binder coat SS1h shall be considered as included in the contract price paid per ton for "Asphalt Concrete" for each specific road segment and no separate payment will be made therefore.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no additional payment shall be made therefore.

Dig-out areas shall be performed as in areas shown elsewhere in this special provision or as directed by the Engineer. Full compensation Dig-out areas shall be paid per the contract prices for "Roadway Excavation and Earthwork", "Class II Aggregate Base", and "Asphalt Concrete" for each specific segment and no additional payment shall be made therefore.

25-1.10 CONCRETE – Portland Cement Concrete shall be per the Greenbook 2012, Section 201. Concrete shall be Type V portland cement conforming to ASTM C150 with 1-1/2 pounds polypropylene fiber per cubic yard and a compressive strength of 4,500 psi after 28 days. Polypropylene fiber by Fibermesh Co., (Novomesh 950) or approved equal. See plans for specified finish and contraction joints. Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in the concrete installation including the fiber and the reinforcement as shown in the plans, shall be considered as included in the contract price paid per the bid unit costs and no additional compensation will be allowed therefor.

25-1.11 TEMPORARY PAVEMENT DELINEATION – Temporary pavement delineation shall be furnished, placed, maintained and removed in conformance with these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Article 6, “Contractor’s Responsibilities,” of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation due to grinding or resurfacing, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Temporary lane line and centerline delineation consisting of temporary pavement markers shall be provided by the contractor at his expense. The temporary pavement markers shall be placed at longitudinal intervals of not more than 100 feet and shall be the same color as the laneline or centerline they replace. The temporary markers shall be placed in conformance with the manufacturer’s instructions.

Full compensation for furnishing and placing the temporary pavement markers used for temporary lane line and centerline delineation shall be considered as included in the various items of work and no separate payment shall be made therefore.

25-1.12 MANHOLE AND WATER VALVE COVERS ADJUSTMENTS– Manhole and Water Valve Covers Adjustments within the project limits shall conform to the provisions in Section 15-2.10, “Adjust”, of the Standard Specifications and these special provisions. Please see the following list of locations and quantities for informational purposes:

In the event additional manholes/water valves are found after bidding the Contractor shall be responsible for adjusting to grade at his/her own expense.

Adjust frames, covers grates and manholes by lowering before cold planning or grinding the surface and rising after paving or surfacing. Before opening the lane to traffic, either (1) complete permanent paving or surfacing or (2) temporarily fill any depressions with Asphalt Concrete. In addition, install a 1’-0” wide 1’0” deep concrete ring circumferentially around the manhole/valve frame.

If existing valves caps, manhole rings or covers are damaged or in the opinion of the Engineer should be discarded and replaced, the Contractor shall furnish said cover, valve cap and rings at their sole expense.

Where paving or surfacing work is shown, do not adjust to final grade until the adjacent pavement or surfacing is complete.

For a structure that is to be raised, remove the cover or frame and trim the top of the structure to provide a suitable foundation for the new material.

Instead of using new materials similar in character to those in the existing structure, you may use raising devices to adjust a manhole to grade. Before starting paving work, measure, fabricate, and install raising devices. Raising devices must:

1. Comply with the specification for Section 75 of the Standard Specifications except that galvanizing is not required
2. Have a shape and size that matches existing frame
3. Be match marked by painting identification numbers on the device and corresponding structure
4. Result in an installation that is equal to or better than the existing one in stability, support, and nonrocking characteristics
5. Be fastened securely to the existing frame without projections above the surface of the road or into the clear opening

Where manholes are to be lowered, remove the facility 3.5 feet below finished grade or to an authorized depth. Adjust the manhole using the paper needed to match the finished grade.

If a manhole cover is unstable or noisy under traffic, place a coil of asphalt-saturated rope, a plastic washer, or asphaltic compound on the cover seat. Before placement, obtain authorization for use of the material.

Full compensation for furnishing and placing the adjusting devices used for all manhole and water valve cover adjustments including the concrete ring place around the manhole/valve shall be considered as included in the lump sum price for this item of work and no separate payment shall be made therefore.

25-1.13 GRIND EXISTING ASPHALT CONCRETE PAVEMENTS – Grinding existing asphalt concrete pavement shall conform to the provisions in Section 42, “Grinding”, of the Caltrans Standard Specifications and these special provisions.

Grindings shall be performed at the beginning and end of pavement area to be resurfaced curb and as shown elsewhere in these special provisions or as directed by the Engineer. The depth of grinding varies from 0” to 2” maximum.

The Contractor shall dispose grindings. Grindings will become property of the contractor and shall be hauled away by Contractor to a legal facility. Grinding work shall be paid for at the contract unit price per square yard listed under item “Grinding 1-inch Existing AC Pavement” in the bid proposal form. Full compensation for grind existing asphalt concrete pavement shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals and for doing all work involved in said item and no separate payment will be made therefore.

25-1.14

CRACK TREATMENT

Crack treatment material must have the values of the properties shown in the following table:

Crack Treatment Material

Property ^a	ASTM test method ^b	Type 1 material	Type 2 material	Type 3 material	Type 4 material	Type 5 material
Softening point (min)	D 36	102 °C	96 °C	90 °C	84 °C	84 °C
Cone penetration at 77 °F (max)	D 5329	35	40	50	70	90
Resilience at 77 °F, unaged, %	D 5329	20–60	25–65	30–70	35–75	40–80
Flexibility ^c	D 3111	0 °C	0 °C	0 °C	-11 °C	-28 °C
Tensile adhesion, %, (min)	D 5329	300	400	400	500	500
Specific gravity (max)	D 70	1.25	1.25	1.25	1.25	1.25
Asphalt compatibility	D 5329	Pass	Pass	Pass	Pass	Pass
Sieve test (percent passing)	See note d	100	100	100	100	100

^a Cold-applied crack treatment material residue collected under ASTM D 6943, Method B and sampled under ASTM D 140 must comply with the grade specifications.

^b Except for viscosity, cure each specimen at a temperature of 23 ± 2 °C and a relative humidity of 50 ± 10 percent for 24 ± 2 hours before testing.

^c For the flexibility test, the specimen size must be 6.4 ± 0.2 mm thick by 25 ± 0.2 mm wide by 150 ± 0.5 mm long. The test mandrel diameter must be 6.4 ± 0.2 mm. The bend arc must be 180 degrees. The bend rate must be 2 ± 1 seconds. At least 4 of 5 test specimens must pass at the specified test temperature without fracture, crazing, or cracking.

^d For hot-applied crack treatment, dilute with toluene and sieve through a no. 8 sieve. For cold-applied crack treatment, sieve the product as-received through a no. 8 sieve. If the manufacturer provides a statement that added components passed the no. 16 sieve before blending, this requirement is void.

Crack treatment material must be delivered to the job site with the information listed below. If crack treatment material is delivered to the job site in containers, each container must be marked with the following information.

1. Manufacturer's name
2. Production location
3. Product brand or trade name
4. Product designation
5. Crack treatment trade name
6. Batch or lot number
7. Maximum heating temperature
8. Expiration date for cold application only

Hot-applied crack treatment must be delivered to the job site premixed in cardboard containers with meltable inclusion liners or in a fully meltable package. Cold-applied crack treatment must have a minimum shelf life of 3 months from the date of manufacture.

Sand applied to tacky crack treatment material must be clean, free of clay, and have the following gradation:

Sieve size	Percent passing
No. 4	100
No. 50	0-30
No. 200	0-5

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch as ordered. Filling cracks wider than 1 inch is change order work. For hot-applied crack treatment material rout cracks or saw cut to form a reservoir. Cracks must be clean and dry before treating. Before treating, blast cracks with oil-free compressed air at a pressure of at least 90 psi.

If the pavement temperature is below 40 degrees F or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly on the pavement.

Heat hot-applied crack treatment material in compliance with the manufacturer's instructions. Comply with the manufacturer's application instructions.

Apply cold-applied crack treatment material with a distributor kettle, a piston, or a diaphragm barrel pump that can deliver from 50 to 75 psi. The application line must have a pressure gauge and a filter. The pressure in the application line must not exceed 20 psi. The pressure gauge must have a regulator. Use a high-pressure hose with a 1/2-inch National Pipe Tapered Thread (NPT) swivel connection and a dispensing wand.

Apply crack treatment with a nozzle inserted into the crack. Fill the crack flush. If after 2 days the crack treatment is more than 1/4 inch below the specified level, the sealant fails or the crack re-opens, re-treat the crack.

Immediately remove crack treatment material that is spilled or deposited on the pavement surface.

Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic.

PAYMENT

Crack treatment is measured by the lump sum.

25-1.15 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 **\$50,000**. This is the number to be used for the bid proposals schedule.

25-1.16 PROJECT IDENTIFICATION SIGNS – Project identification signs shall conform to the provisions in Section 22 Supplementary Conditions SC 19.01 “Project Sign”, of the Standard Specifications and these special provisions.

Before any major physical construction work readily visible to highway users is started on this contract, the contractor shall furnish and erect project identification signs at the locations designated by the Engineer.

Framing of plywood sign panels will not be required.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall become property of the County and County shall remove same.

The contract price paid for project identification signs shall be considered included in the item of work for construction “Traffic Control and Construction Area Signs and shall include full compensation for furnishing, erecting and maintaining of the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

25-1.17 PAINT STRIPING AND SIGNAGE – Paint striping, signage and pavement markings shall conform to the provisions in Section 84-1, General,” and 84-3, “Painted Traffic Stripes and Pavement Markings”, Section 85, “Pavement Markers” of the Standard Specifications, Chapter 6, Markings” of the California Department of Transportation “Traffic Manual, hereinafter referred to as “Traffic Manual”, the project plans and these special provisions.

Thermo plastic stripes and markings may be allowed or accepted upon the Engineer’s written approval.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in restriping of existing paint striping and signage and removal of conflicting existing striping and all signage and pavement markings including establishing alignment for the stripes and layout work, complete in place, as 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 paint striping and signage and no separate or additional payment shall be considered therefor.

25-1.18 EROSION CONTROL – Erosion Control Plan shall be carried out in a manner as prescribed in the Erosion Control Plans for the project. Full compensation for providing all erosion control plan items and responsibilities shall be considered as included in the lump sum item for “Erosion Control” and no additional payment shall be made therefore.

25-1.19 OTHER JURISDICTION ENCROACHMENT PERMITS – All provisions for any necessary Encroachment Permits, from Caltrans or other agencies shall be required to be applied for and obtained by the Contractor, including all work, materials, addressing all conditions, excepting fees. Fees shall be paid for by the County.

All items within the Encroachment Permits shall be considered as included in the various items for each road segment impacted of work and no additional payment shall be made therefore.

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by each Agency to provide for the construction and traffic control signs, including project identification signs and any road lane closures as required by the Contractors traffic control plans, as per the Standard Specifications and these special provisions.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, excluding any agency permit fees. County shall pay agency permit fees.

25-1.20 SURVEYING – The contractor shall provide Survey as necessary to complete the proposed road improvements. Full compensation for survey work required shall be considered as included in the various items of work and no separate payment shall be made therefore.

25-1.21 PRESERVATION/PERPETUATION OF SURVEY MONUMENTS - The Contractor shall be responsible to complete an initial field survey research by a California licensed professional land surveyor. 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. Full compensation for completing field survey research for each specific road location to determine the existence/locations of the survey monuments and any preservation and perpetuation activities for benchmarks and/ or monumentation shall be considered as included throughout the various items of work listed within the bid proposal form and no additional compensation shall be allowed therefore.

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.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks if necessary, throughout the various items of work listed on the bid proposal form 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 inches 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.

25-1.22 LEAD ABATEMENT –

**SUB-SECTION 01
GENERAL LEAD REMOVAL SPECIFICATIONS**

1.0 GENERAL

1.1 Description

- A. This section consists of furnishing all work necessary to perform the removal, packaging, handling, transportation, and disposal of lead-containing materials and lead-contaminated materials located within the project limits. All work shall be performed in accordance with all federal, state, and local requirements and statutes.
- B. The work specified herein shall be the removal of lead-containing materials by persons knowledgeable, qualified, and trained in the removal, treatment, handling, packaging, transportation, and disposal of lead-containing materials, and the subsequent cleaning of the affected environment. These persons shall comply with all federal, state and local regulations and mandated work practices, and shall be capable of performing the work in the Contract.

1.1 Scope of Work

- A. General Requirements: Work of this section includes, but is not limited to, the following:
 - 1. Conduct Lead Assessment of Existing 24' x 80' Shade Structure, Prepare Lead Abatement Plan, Conduct Lead Abatement and conduct lead testing by third party agency to assure all lead found on site is properly removed.
 - 2. Provide dust control as required to protect the Contractor's employees, Owner Staff, visitors/guests, and passers-by from lead exposure.
 - 3. The Contractor shall perform employee exposure monitoring as required by Cal-OSHA during the project.
- B. The following precautions should be taken prior to initiating demolition activities involving any lead-containing material.
 - 1. The Contractor shall not perform any lead-related demolition activities until an initial exposure assessment has been performed and submitted to the Owner's Representative.
 - 2. The Contractor shall install lead dust control measures, lead waste and debris retention areas, worker protection, and decontamination areas in accordance with this Section, the Contractor's work plan, and lead exposure assessment data.

- C. Pre-Project Initial Exposure Assessment and Test Section: Prior to performing any lead-related demolition work, the Contractor shall perform an initial exposure assessment. The initial exposure assessment shall be performed through the preparation of "Lead-Related Construction Demolition Test Sections", if deemed necessary. The Test Section work shall be performed a minimum of two weeks prior to initiating lead-related demolition work. During work on the Test Section, all Supervisors/Competent Persons shall be certified as Lead-Related Construction Supervisors and all workers shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8.

1.3 Required Licensure and Certification

- A. Licensure — For all Contractor(s) or Sub-Contractor(s) involved in any facet of lead related work enumerated as part of this project the following license(s) shall be current and be maintained in current status throughout the duration of the project.
 - a. A copy of the current California Contractors State License Board (CSLB) License (minimum requirement is a Class B license or a Class C license) for any **and**
 - b. US EPA Certification under the Toxic Substances Control Act (TSCA) Section 402 Repair, Renovation and Painting activities (RRP) pursuant to 40 CFR Part 745.89
- B. Transportation of Lead-Containing Materials: Contractor shall be a registered hazardous waste transporter with State of California, Department of Toxic Substances Control. If the Contractor is not a registered hazardous waste transporter, the Contractor shall have a listed subcontractor that is a registered hazardous waste transporter with State of California, Department of Toxic Substances Control. Copies of the current, relevant registration certificate(s) shall be submitted as a part of the pre job submittal.

1.4 Applicable Documents and Regulations

- A. It is the responsibility of the Contractor to know the current regulations controlling work and to perform all project related work in accordance with such regulations that provide for worker and public safety against lead exposure.
- B. The publications listed below form a part of this specification to the extent referenced. The current issue of each document shall govern. Where conflict among requirements or with these Specifications exists, the more stringent requirements shall apply. The publications are referenced in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	Occupational Safety and Health Standards for General Industry
29 CFR Part 1910.134	Respiratory Protection
29 CFR Part 1926	Occupational Safety and Health Regulations for Construction
29 CFR Part 1926.62	Lead

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

40 CFR Part 148	Hazardous Waste Injection Restrictions
40 CFR Part 260	Hazardous Waste Management Systems: General
40 CFR Part 261	Identification and Listing of Hazardous Waste
40 CFR Part 262	Standards Applicable to Generators of Hazardous Waste
40 CFR Part 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR Part 263	Standards for Owners and Operators of Hazardous Waste
40 CFR Part 264	Disposal Facilities

1.5 Notifications and Permits

- A. Contractor shall make all required written notifications or applications to regulatory agencies including the following:
 - 1. California Division of Occupational Safety and Health (Cal-OSHA) -Lead Work Pre-Job Notification shall be accordance with 8 CCR Part 1532.1. California Department of Public Health (CDPH) Form CDPH 8551

1.7 Supervisor/Competent Person and Workers

All valid and current Supervisor/Competent Person and Workers documentation shall be physically present on site, prior to any lead related work being performed by that person. Failure to comply with this requirement shall render the person ineligible to work until the required documentation is available on site.

- A. The Contractor shall have a California Department of Public Health (CDPH) Lead-Related Demolition Supervisor/Competent Person present at all times while work on this Contract is in progress. The Lead-Related Construction Supervisor/Competent Person shall possess the following training and certifications regardless of the results of the Test Section work. All certificates are to remain current and complete throughout the duration of the project.
- B. The Lead-Related Demolition Supervisor/Competent Person shall have successfully training meeting the requirements of 8 CCR Part 1532.1 and 17 CCR, Division 1, Chapter 8. Training shall be provided prior to the time of job assignment and, at least, annually. The Supervisor/Competent Person shall be thoroughly familiar and experienced with lead removal and related work, and shall be familiar with and enforce the use of all safety procedures and equipment. He/she shall be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. Additionally, the Supervisor/Competent Person shall be certified as a Lead-Related Construction Supervisors in accordance with 17 CCR, Division 1, Chapter 8.
- C. Throughout the duration of the project, including during work on the Test Section, all workers shall have received training in accordance with 8 CCR Part 1532.1 and 17 CCR, Division 1, Chapter 8. The training shall be provided prior to the time of job commencement and, at least, annually. Additionally, all workers performing work shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8. All certificates are to remain current throughout the duration of the project. Throughout the duration of the project the lead-

related worker training and certification requirements listed below will be required. The Contractor shall submit documentation that the workers have received the training. The training shall be for a minimum of eight hours. Worker training including the following information is required at a minimum. All certificates are to remain current and complete throughout the duration of the project.

1. An employee's right to access to records under 29 CFR Part 1910.1020.
 2. The contents and requirements of 29 CFR Part 1926.62 and 8 CCR 1532.1.
 3. The specific nature of the operation that could result in exposure to lead.
 4. The purpose, proper selection, fitting, use, and limitations of respirators.
 5. Purpose and description of the medical surveillance program and the medical removal protection program, including information concerning the adverse health affects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant).
 6. Relevant engineering controls and good work practices.
 7. The contents of any compliance plan in effect.
 8. Instructions that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.
- D. If the Contractors means and methods change from those presented in the lead-related demolition work plan and during the work of the Test Section, the Contractor shall perform another exposure assessment to determine the training requirements for the lead-related demolition workers.
- E. If the ongoing personal air monitoring performed by the Contractor indicates that the Action Level is being exceeded, the contractor shall provide lead-related demolition workers with the training and certifications required above.

1.7 Submittals

- A. Submit, as applicable, the following to the Owner's Representative for approval within Ten (10) days of receiving the "Notice to Proceed" or at least Ten (10) Working Days prior to the start of work. These submittals are in addition to those required in any other section(s) or sub-section(s) of these documents. This document shall be submitted by the contractor performing the work and not by any other. Include at the very least the following:
1. Notifications. All notifications shall be current and valid throughout the duration of the project. Any material changes to the notification, i.e., the quantity of materials being removed, the physical materials being removed, the duration of the project, etc. shall require

revisions to the regulatory agencies. Copies of the written notification and confirmations at least to/from the following regulatory agencies will be required:

- a. California Division of Occupational Safety and Health (Cal-OSHA) Lead Work Area Pre-Job Notification.
- b. Notification to the California Department of Public Health (Form 8551).

2. Waste Haulers — Copies of:

- a. Identification of the Waste Hauler(s) for both Hazardous and Non-Hazardous Lead Waste for this Project.
- b. California Department of Toxic Substances Control (DTSC) Waste Transporter registration for each Waste Hauler.
- c. California Department of Motor Vehicles (DMV) Motor Carrier Permit for each Waste Hauler.
- d. U.S. Department of Transportation (DOT) Registration and U.S. Environmental Protection Agency (EPA) acknowledgement of Notification of Hazardous Waste Activity for each Waste Hauler (*only required if waste is to be transported out of State*).
- e. Statement indicating that all waste generated on this specific site shall be transported by/disposed of by licensed, insured and certified personnel/locations.
- f. Statement that the types of Waste Containers being used for this Project will be accepted by the Waste Hauler(s) for the storage and transport of both Hazardous and Non-Hazardous Waste.

3. Waste Disposal Facility - Landfill and/or Recycling Facility — Copies of:

- a. Identification of the Landfill(s)/Recycler(s) to be used for the disposal of both Hazardous and Non-Hazardous Lead containing Waste generated at the Project site.
- b. Permits for the Landfill(s)/Recycler(s) to be used for the disposal of both Hazardous and Non-Hazardous Lead waste generated at the Project site.
- c. Identification of the Types of Waste accepted at the Landfill(s)/Recycler(s).
- d. Identification of the Types of Waste Profiling required by the Landfill(s)/Recycler(s).
- e. Statement that the types of Waste Containers being used for this Project will be accepted by the Landfill(s)/Recycler(s) for both Hazardous and Non-Hazardous Waste.

4. Licensure — For all Contractor(s) or Sub-Contractor(s) involved in any facet of lead related work enumerated as part of this project the following license(s) shall be current and be maintained in current status throughout the duration of the project.

- a. A copy of the current California Contractors State License Board (CSLB) License (minimum requirement is a Class B license or a Class C license) for any **and**
- b. US EPA Certification under the Toxic Substances Control Act (TSCA) Section 402 Repair, Renovation and Painting activities (RRP) pursuant to 40 CFR Part 745.89.

Contractors having endorsements, riders or qualifiers on any of their licenses such as (but not limited to) 'for bidding purposes only' etc. are ineligible to perform work as part of this contract.

5. Work Plan — A detailed written lead-related demolition work plan including, but not limited to, the following:
 - a. Identification of all Lead Scope of Work items and Trigger Tasks that are part of this Project, as well as, the Waste Streams the contractor anticipates generating during the course of performing the work listed in the Scope of Work;
 - b. Identification of entire Work Sequence (schedule) for this Project, including specifics of materials being removed/stabilized and the correlation between work areas and Types of Work (Lead, Asbestos, PCB, etc. as applicable);
 - c. Identification of abatement duration;
 - d. Identification of dust control measures;
 - e. Identification of work area preparation;
 - f. Identification of construction for decontamination enclosure systems;
 - g. Identification of demarcation protocols. i.e., installation of Lead barrier tape, barrier fence, Lead Work signage, etc.;
 - h. Identification of work area isolation protocols;
 - i. Identification of detailed specific Lead containing materials removal procedures;
 - j. Identification of Lead containing/contaminated debris clean-up and disposal procedures;
 - k. Identification of Personnel Protective Equipment (PPE) to be utilized as part of this project
 - l. Identification of waste handling, storage and disposal procedures;
 - m. Identification of construction for chutes, (if required for this project).
6. HEPA vacuums, differential pressure air filtration devices and other local exhaust ventilation equipment. —Copies of:
 - a. Manufacturer's certification that HEPA vacuums, differential pressure air filtration devices, filters and other local exhaust ventilation equipment conforms to ANSI Z9.2-79.
 - b. Notification that required onsite testing has been scheduled for any and all differential pressure units, HEPA vacuum cleaners, etc. to ensure that the filtration efficiency meets the criteria for HEPA filtration devices, i.e., 99.97% efficiency at arresting mono-dispersed particulate matter greater than 0.03 micrometers in diameter.
7. SDS — The Contractor shall submit copies of the Safety Data Sheet, fire retardant certification or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant, encapsulating material, spray glue, mastic removal agent, plastic sheeting, adhesive/duct tape, etc. or other chemicals/products for use on this project, including the specific worker protective equipment proposed for use with the material indicated.
8. Personnel Documentation
 - a. Identification of the project's Lead-Related Supervisor who is experienced in administration and supervision of lead-containing material demolition projects, including work practices, protective measures for building and personnel, disposal procedures, etc. including a legible photocopy of the California Department of Public Health (CDPH) Certified Lead Construction Supervisor's card.
 - b. Current and complete documentation that the Contractor's Lead-Related Construction Supervisor/Competent Person and Lead-Related Demolition Workers performing Lead-related demolition, disposal, and air sampling operations have received training and are certified including a legible photocopies of the California Department of Public Health (CDPH)

Certified Supervisor and Certified Lead Worker cards.

- c. Provide as part of the pre job submittal a letter from the contractor, signed by a responsible and authorized officer of the contractor's company certifying the following — "This is to certify that all our personnel involved with affecting any lead containing or coated materials/surfaces are subject to current and valid medical monitoring in accordance with 29 CFR Part 1926.62 and 29 CFR Part 1910.1200 and that they will receive continued medical surveillance, including (a) the ability to work while wearing required respiratory protection without suffering adverse health affects.
9. Respirators and Filters — Copies of Manufacturer's documentation and certification of NIOSH approvals for respiratory protective devices utilized on site, including manufacturer's certification of NIOSH approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate) and High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges and filters.
 10. Testing Laboratory — Identification of the Independent Testing Laboratory (name, address, and telephone number) selected to perform analysis of personal air samples. Documentation shall be provided that the laboratory selected to perform the analyses is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT), including accreditation for heavy metal analysis. The documentation shall list experience relevant to the analysis of lead in air and include a Quality Assurance and Quality Control Program. Currently, the American Association for Laboratory Accreditation (AALA) and the American Industrial Hygiene Association (AIHA) are the EPA recognized laboratory accreditation agencies. Documentation must also be provided that the laboratory is certified by the California Department of Public Health (CDPH).
 11. Site Specific Documentation — Copies of:
 - Identification of Work Area(s) at the site;
 - Identification of the nearest medical facility and route map/directions to the medical facility;
 - Emergency Contact Information and numbers for Emergency services as well as the contractors' emergency contact personnel and information;
 - Identification of on-site emergency meeting location;
 - Identification procedures for personnel accounting during an emergency.
 12. Contractor General Documents — Copies of:
 - General Injury & Illness Prevention Program in compliance with 26 CCR 3203.
 - General Emergency Action Plan in compliance with 26 CCR 3220.
 - General Fire Prevention Plan in compliance with 26 CCR 3221
 - Respiratory Protection Program in compliance with 26 CCR 5144.
- B. Hazardous Waste Manifests, Non-Hazardous Waste Data forms, trip tickets and disposal receipts for lead waste materials removed from the work area must be received within 24 hours of the transport.

- C. On-Site Documentation — Documents to be provided on-site throughout the duration of the project:
1. Provide on a DAILY basis, prior to the start of the shift, results from the personal air samples collected during the abatement process of the prior shift.
 2. Provide on a DAILY basis, prior to the start of the shift, copies of the containment entry log pertaining to the abatement process of the prior shift.
 3. Provide on a DAILY basis, prior to the start of the shift, copies of the Manometer logs pertaining to the abatement process of the prior shift.
 4. Copies of the Safety Data Sheets (SDS) for solvents, encapsulants, wetting agents, neutralizers, any other chemicals/products used on site and replacement materials, as necessary.
- D. Following completion of work on the Test Sections, submit to the Owner's Representative documentation that includes the following (the submittals required shall be submitted no later than five business days following completion of the Test Section work):
1. All personal air sampling performed by the contractor during the Test Section work. The personal air sampling results shall be provided as 8-hour TWA results.
 2. A description of the Trigger Tasks utilized during the Test Section work.
 3. Proposed changes in work procedures, if any, from those that were proposed in the original work plan.
- E. Upon completion of all lead-related demolition activities, submit to the Owner's Representative documentation that includes, without limitation, the following (the submittals required shall be submitted no later than 20 business days following the Contractor's demobilization from the project site):
1. Work area entry/exit logbook. The logbook must record name, affiliation, time in, and time out for each entry into the work site.
 2. The log of manometer readings showing the pressure differential maintained throughout the project.
 3. OSHA, Cal-OSHA, California Department of Public Health (CDPH) required personal exposure air monitoring results.
 4. Post project Biological monitoring for each employee who has worked at the site during any phase of lead related work is to include Blood Lead Level (BLL) and Zinc Protoporphyrin (ZPP). These tests are to be performed not more than 7 calendar days AFTER the conclusion of work
 5. Accident/incident reports where injury or damage has occurred on or to the Owner's property.
 6. Hazardous waste manifests, non-hazardous waste data forms, trip tickets and disposal receipts for lead waste materials removed from the work area within 24 hours of the transport.

1.8 Notices and Postings

- A. Post in the wash station/decontamination station, a list containing the names, addresses, and telephone numbers of the Contractor, Owner Representative, HazMat Project Manager, and emergency contact numbers.
- B. Post at the job site a list of persons authorized to enter the lead-related demolition work area.
- C. Additional postings shall include:
 - 1. Visitor entry and exit log.
 - 2. Employee daily sign in/out log.
 - 3. Work area entry and exit procedures.
 - 4. Emergency procedures.
- D. One copy of Cal-OSHA and Department of Health Services regulations.
- E. Posted Warnings and Notices: The following regulations, warnings, and notices shall be posted at the work site in accordance with 29 CFR Part 1926.62 and 8 CCR Part 1532.1.
 - 1. Warning Signs and Labels: Warning signs shall be provided at building entrances and approaches to lead work control areas containing airborne lead debris. Signs shall be located at a sufficient distance from the lead work control areas that will allow personnel to read the sign and take the necessary protective actions required before entering the lead work control area.
 - 2. Post at least two (2) safety warning signs, in English and Spanish, which follow the "Sample Format Warning Sign" shown below:

Sample Format
Warning Sign
Minimum Size —
"24" x 36"
Material — Aluminum
or Fiberglass Script:

<p><u>WARNING</u> LEAD WORK AREA POISON NO SMOKING OR EATING AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA</p>

- F. Posting required by local, state and federal agencies exercising jurisdiction over the work area. These are to include, but not be limited to, warning notices, notices of proposed work activity, copies of notifications to local and state agencies, etc.

1.9 Work Area Security

- A. The lead work control area shall be restricted only to authorized personnel, including Contractor, Contractor's employees, Owner's Representative(s), and federal, state, and local inspectors.
- B. Entry into the lead work control area by unauthorized individuals shall be reported immediately to the Owner's Representative.
- C. Contractor shall be responsible for Project site security during lead-related demolition operations in order to protect work efforts and equipment.

1.10 Personal Protection and Safety

- A. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her appliances, methods, and for any damages that may result from his/her operations, improper construction practices, or maintenance. He shall erect and properly maintain at all times as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post warning signs around the job site and at any and all entrances / entryways to the work area(s).
- B. Work shall be performed in accordance with the requirements of applicable regulations including, but not limited to 29 CFR Part 1926.62, 8 CCR Part 1532.1, and 17 CCR, Division 1, Chapter 8. Matters of interpretation of the standards shall be submitted to the appropriate agency for resolution before starting work. Where these requirements vary or conflict, the most stringent shall apply. In the event that work practice variances are granted by the governmental agency having jurisdiction over the work, these variances will be forwarded to the Owner and/or the Owner's representative as soon as the variance has been issued. A copy of the variance must also be posted at the entryway to the work area or if this is not possible, in a prominent place.
- C. Respiratory Protection Requirements: A respiratory protection program shall be established as required by 29 CFR Part 1926.103 and 29 CFR Part 1926.62 and in accordance with 29 CFR Part 1910.134. An approved respirator shall be furnished to each employee and visitor required to enter a lead work control area. A fit test shall be conducted in accordance with 29 CFR Part 1926.62.
 - 1. Air-purifying respirators shall be approved by NIOSH for use with dust, fumes, and mists having permissible exposure limits less than 0.005 milligrams per cubic meter (i.e., have P-100 filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. Respirators shall comply with the requirements of 29 CFR Part 1926.62 and shall be used in accordance with 29 CFR Part 1926.103, and 29 CFR Part 1910.134.
 - 2. A sufficient supply of respirator filters shall be maintained at the work site to provide new filters to employees, Owner Employees, authorized visitors, and government regulator personnel throughout the duration of the project. Filters shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the filter becomes

wet. At any time during on-site work activity, the contractor shall maintain on-site and readily accessible three (3) new respirators, one in each size, small, medium and large along with the requisite filters/cartridges for the type of work being performed. These respirators will be kept in readiness for the Owner/Owner's representative or any governmental agency representative having jurisdiction over the project.

Additionally, the contractor shall make available to HPM two (2) sets of new North™ 7700 Series Respirator Filter Cartridges throughout the duration of the project. These filter cartridges shall be appropriate to the work being conducted on site i.e., P100 HEPA cartridge and/or stacked P100 HEPA + Organic Vapor cartridge, etc.

3. Respirators shall be fit-tested utilizing irritant smoke or isoamyl acetate a minimum of every 6-12 months. Either the standard Irritant Smoke Protocol or Isoamyl Acetate Protocol may be used.
- D. A Hazard Communication Program shall be implemented in accordance with 29 CFR Part 1926.59.
- E. The Contractor, the HazMat Project Manager, and the Owner's Representative shall arrange and hold a preparatory inspection meeting immediately prior to beginning the Test Section, following completion of the Test Sections to discuss the results, following completion of the waste characterization sampling and analysis, and prior to beginning the lead-related demolition work.
- F. Right-to-know notices shall be placed in clearly visible areas of the work site in compliance with Federal, State, and local regulations.
- G. Daily personnel air monitoring results shall be placed in a clearly visible area of the work site and shall be prepared so as to be easily understood by the workers.
- H. A list of emergency telephone numbers shall be posted at the site. The list shall include numbers of the local hospital, poison control center, police and fire departments, Government, Contractor, and Owner representatives who can be reached 24 hours per day, and professional consultants directly involved in the project.
- I. Sufficient quantities of health and safety equipment and supplies as required by 29 CFR Part 1926.62 and 8 CCR Part 1532.1, and other materials and equipment needed to complete the project, shall be available and kept on site. Specific health and safety equipment to be utilized at all times during performance of lead-related demolition work includes the following.
 1. Disposable full body suits. The disposable full body suits shall have head and foot covers and shall be of a sufficient size to prevent tearing during performance of the work.
 2. Disposable rubber gloves.
 3. Hard hats.
 4. Safety shoes or boots.
 5. Eye and hearing protection.
- J. A wash/decontamination station shall be provided on the site at all times that lead-related demolition work is being performed.

25-1.23 BOARDING FLOATS –

Boarding Floats shall comply with the requirements of the California Department of Boating and Waterways “Layout, Design and Construction Handbook” for Small Craft Boat Launching Facilities Latest Edition.

Articulated Boarding Float. This type of float system consists of a series of individual float sections hinged together end-to-end, attached to a hinged abutment on shore, and held in position by a row of guide piles. The series of floats rises and falls with changing water levels. At design high water, all float sections will be floating. However, at lower water levels, the upper float sections will rest on the ramp surface and the lower sections will be floating. Thus, the articulated boarding float system is to be self-adjusting in response to changing water levels.

Boarding Float contractor shall be a California Registered Professional Engineer (P.E.) continuously manufacturing Floats for a minimum of five (5) years.

A. General Requirements

1. Submittal Requirements

- a. Contractor to submit detailed shop drawings and boarding float specifications for approval prior to ordering material.
- b. Submittal to be reviewed and approved by Department of Boating and Waterways (DBW).

2. Width Requirements

- a. Minimum Width: As shown on plans (8 ft.)
- b. Minimum clear travel width should be not less than 5’0” (60”) between cleats, bull rails, rings or other mooring hardware mounted along the edges of the boarding float, nor should any part of the hardware be mounted more than 6” in from the edge of the boarding float.
- c. In cases where guide piles are located inside the frame of the boarding float, but to one side, the minimum clear distance between the face of the pile and the opposite edge of the float should be 4’0” (48”).
- d. In cases where guide piles are located along the centerline of the boarding float, the minimum overall width should be 8’0” (96”), and the minimum clear distance between the face of the pile and the edge of the float should be 3’2” (38”).
- e. The placement of trash receptacles, fire hose cabinets, signs or other obstacles on boarding floats is not permitted as they diminish the clear travel width, obscure vision, and obstruct boat lines

3. Length Requirements

- a. Boarding floats should provide not less than 50’ of float in the water measured from the waterline on the launching ramp at design low water.
- b. Where articulated (hinged) boarding floats are installed, the individual

float sections should be not more than 20' in length.

- c. Individual boarding float sections which will always be floating at low water should not be articulated, but be continuous. This provides a more stable float, spreads the live loads more uniformly, and helps prevent the end of the float from drooping.

4. Height Requirements

- a. Maximum overall height of boarding floats shall not exceed 30" where float sections will come to rest on the upper reaches of a launching ramp surface during periods of low water, and where the "resting" float sections are used for pedestrian access to float sections which are in the water.

5. Construction Requirements

- a. Framing bolts should be not less than 3/8" diameter, and be either hot dipped galvanized or stainless steel.
- b. All ferrous metals used are to be hot-dip galvanized after fabrication.
- c. All metal plates used to fabricate clips, brackets and other structural parts for boarding floats are to be made from material not less than 1/4" in thickness.
- d. Legs or other protective devices should be installed to protect the flotation pontoons on all boarding floats that periodically come to rest on the launching ramp surface. Plastic pads of 1/2" or thicker ultra high molecular weight polyethylene (UHMW) should be attached to the bottom of the legs to prevent damage to the launching ramp surface. The thickness of the pads must be considered in the overall height of the boarding floats in order to avoid exceeding 30".
- e. Pontoons for flotation should consist of a rigid vessel filled with marine grade flotation foam. The rigid vessels are typically rectangular tubs or circular culvert pipes made of polyethylene.
 - Tubs for flotation pontoons should be black in color, have a minimum wall thickness of 0.20", and be manufactured of cross linked rotationally molded polyethylene (CL-200). The tops of the tubs must be sealed to prevent water from entering the pontoons and filling any gaps that may exist between the tub walls and the interior foam. The tops of the tubs, at minimum, shall be sealed with a thin sheet (10 mil) of polyethylene and then capped with 2" pressure treated fir plywood. The pontoon assembly shall be securely fastened on all four sides to the bottom side of the float frame. Care must be taken to provide drainage for water that collects on top of the pontoon covers and within the float frame. The bottom corners of the frame blocking can be clipped, or 3/4" diameter holes can be drilled in the frame at appropriate points.
- f. Bumper shall be installed at outboard end only and shall be of vinyl material.
 - The vinyl mix should include an anti-fungus additive, and be free of all fillers such as chalk and talc.

- Minimum thickness of the vinyl bumper body should be 1/8”.
- Boarding Float shall have HDPE Fenders (High Impact Bumpers) 10 inch high by 2 inch thick Merco Marine Model RR-7210 or approved equal.

25-1.24 ABUTMENTS –

A. General Requirements

1. The width of an abutment is to be the same as the overall width of the boarding floats.
2. The upper or shoreside end of an abutment must be "feathered" into the pavement, walkway or other pedestrian access route so as to provide a smooth transition to and from the abutment.
3. The maximum height of an abutment shall not exceed 30”. Under unusual circumstances where the height must exceed 30”, handrails shall be provided along the sides of the abutment for safety.
4. The lower, or waterside end of an abutment is to be constructed perpendicular to the slope of the launching ramp. This provides slightly more clearance between the "vertical" face of the abutment and the upper end of the first boarding float section.
5. Where abutments are located on the edge of a launching ramp, and riprap or other revetment materials are over 30” below the top of the abutment, handrails shall be provided for safety. If required, handrails shall be 42”-45” high, have no openings through which a 6” sphere will pass, and designed to withstand a minimum lateral live loading of 20# per linear foot of railing.
6. The concrete surface should receive a rough broom finish perpendicular to the direction of traffic to provide appropriate traction. If other construction materials are used, the surface traction must be not less than that provided by a rough broom finished concrete abutment.
7. The horizontal and vertical edges of an abutment should be rolled over or chamfered approximately 1”.

B. Construction Requirements

1. Abutment concrete should be reinforced and have a minimum compressive strength of 4,500 psi.
2. If new construction, abutments should be cast monolithically with the launching ramp slab. If an abutment is being added to an existing launching ramp, it must be securely anchored with dowels epoxied into the existing slab and tied to a rebar cage in the new abutment. The surface of the existing slab must be cleaned and prepared as required to provide bonding of the new concrete to the old.

25-1.25 GUIDE PILES –

A. General Requirements

1. Piles shall be drive to the depth shown on plans.
2. After piles have been driven and cut off to the proper elevation, they should be capped with fiberglass or polyethylene cone-shaped white pile caps with a wall thickness of not less than 1/8". The pile caps dress up the appearance of the facility, protect the end of the piling, prevent trash and other objects from being tossed into open-ended steel piles, and discourage the nesting and roosting of birds on the piles. Pile caps can be fastened to wood piles with galvanized nails or screws, and to steel and concrete piles with epoxy adhesives.
3. The pile cutoff elevation shall be as shown on plans but no less than design high water plus 4'.
4. In applications where steel piles and steel pile yokes are used together, it will be necessary to attach rub strips to either the piles or to the yokes to prevent abrasive wear, and to minimize the banging noise that will occur because of wind and waves. Pile ringing can be heard over great distances and is annoying to boaters, campers, nearby residents and others within earshot, particularly at night.
5. Piles are to be driven straight and plumb within a tolerance of 1" in 10'.
6. Pile Driving Equipment shall be either Air Hammer or Hydraulic Impact Hammer.
7. Maximum striking energy shall be 13,000 foot-pounds.
8. Contractor to keep records of pile driving activities using the following pile log form.

PILE DRIVING LOG

Project: _____ **Job No:** _____
Location: _____ **Date:** _____
Client: _____ **Representative:** _____
Contractor: _____ **Comments:** _____

Pile Data No. ___ Group ___ Sequence _____ Pdes _____ Pult _____ Type _____ Length _____ Area _____ Weight _____ Unit Weight _____ Required Driving Resistance _____ Comments:	Hammer Data Make/Model _____ Type _____ Rated Energy _____ Ram Weight _____ Max Equiv. Stroke _____ Max Speed _____	Driving Data Driven Length _____ Top Elev. _____ Tip Elev. _____ Cut Off Elev. _____ Cut Off Length _____ Ground Elev. _____
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Depth (feet)	Blows (bpf)	Comments	Depth (feet)	Blows (bpf)	Comments	Depth (feet)	Blows (bpf)	Comments	Depth (feet)	Blows (bpf)	Comments	Final Driving Resistance	
												Depth	Blows (bpi)
1			36			71			106				
2			37			72			107				
3			38			73			108				
4			39			74			109				
5			40			75			110				
6			41			76			111				
7			42			77			112				
8			43			78			113				
9			44			79			114				
10			45			80			115				
11			46			81			116				
12			47			82			117				
13			48			83			118				
14			49			84			119				
15			50			85			120				
16			51			86			121				
17			52			87			122				
18			53			88			123				
19			54			89			124				
20			55			90			125				
21			56			91			126				
22			57			92			127				
23			58			93			128				
24			59			94			129				
25			60			95			130				
26			61			96			131				
27			62			97			132				
28			63			98			133				
29			64			99			134				
30			65			100			135				
31			66			101			136				
32			67			102			137				
33			68			103			138				
34			69			104			139				
35			70			105			140				

~~25-1.26 RIP RAP~~

~~A. General Requirements~~

- ~~1. Rip Rap installation and sizes shall meet the California Department of Boating and Water Ways Design and Construction Handbook Section 202, "G" Erosion Control Features~~
- ~~2. Rip Rap removed from launching ramp to allow for installation of guide piles shall be re-installed per detail "Figure 20. Rip Rap Details" as shown on Section Section 202, "G" Erosion Control Features of the California Department of Boating and Water Ways Design and Construction Handbook.~~
- ~~3. Rip Rap size requirement:
Facing Class — Method B Placement
0 — 5% — of rock larger than 200 lbs
50 — 100% — of rock larger than 75 lbs
90 — 100% — of rock larger than 25 lbs~~

EXHIBIT B

CONSTRUCTION TECHNICAL SPECIFICATIONS



IMPERIAL COUNTY

**Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227**

COUNTY PROJECT NO. SR6081CED

23. PROJECT SIGN

- Below is a typical project identity sign to include the project identity, credit to the State and/or Federal grant agencies and the awarding agency.
- Below is a typical contractor identity sign.

<p>THIS PROJECT IS ADMINISTERED BY THE COUNTY OF IMPERIAL, WITH FUNDING FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS</p> <p>Wiest Lake Boat Launching Facility Project</p> <p>IMPERIAL COUNTY 155 S. 11th Street El Centro, CA92243 (442) 265-1818</p>  	<p>CONTRACTOR'S NAME BUSINESS ADDRESS BUSINESS PHONE # STATE CONTRACTOR'S LICENSE # EMERGENCY AFTER HOURS #</p>
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- Project identity sign to be placed on white background with black lettering.
- Provide and install logos.
- Sign to measure at a minimum 48" wide and 36" high.
- Both signs may be incorporated into one sign 8' x 4'.
- Contractors Identity sign to be placed on white background with black lettering.
- Provide art work and logo.
- Sign to measure a minimum 36" wide and 36" high

24. CONTRACTOR'S APPLICATION FOR PAYMENT NO. _____

	Application Period:	Application Date:
To (Owner): County of Imperial	From (Contractor):	Via (Engineer)
Project: Wiest Lake Boat launching Facility Project	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	Additions	Deductions
	2. Net change by Change Orders	\$ _____
	3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ _____
	4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ _____
	5. RETAINAGE:	
	a. ____ % x \$ _____ Work Completed.....	\$ _____
	b. ____ % x \$ _____ Stored Material.....	\$ _____
	c. Total Retainage (Line 5a + Line 5b)	\$ _____
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ _____
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ _____
	8. AMOUNT DUE THIS APPLICATION.....	\$ _____
TOTALS	9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ _____
NET CHANGE ORDERS		

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Date) _____ (Engineer)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Date) _____ (Owner)

Approved by: _____ (Date) _____ Funding Agency (if applicable)

By: _____ Date: _____

PROGRESS ESTIMATE

CONTRACTOR'S APPLICATION

For (contract):			Application Number:					
Application Period:			Application Date:					
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	%	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
		TOTALS						

PROGRESS ESTIMATE

CONTRACTOR'S APPLICATION

For (contract):					Application Number:							
Application Period:					Application Date:							
A				B	C	D	E	F		G		
Item				Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
Bid Item No.	Description											
TOTALS												

25. CONSTRUCTION AND TECHNICAL SPECIFICATIONS

GENERAL

Construction of the project shall be in conformance with the Latest Edition of “Standard Specifications for Public Works Construction, Greenbook” and the most recent version of the “Department of Boating and Waterways’ Layouts, Design and Construction Handbook for Small Craft Boat Launching Facilities”.

25-1.01	<u>ORDER OF WORK</u>
25-1.02	<u>OBSTRUCTIONS</u>
25-1.03	<u>CONSTRUCTION AREA SIGNS</u>
25-1.04	<u>MAINTAINING TRAFFIC</u>
25-1.05	<u>TRAFFIC CONTROL SYSTEM FOR LANE</u>
25-1.06	<u>EARTHWORK</u>
25-1.07	<u>V-GROOVING FOR CONCRETE</u>
25-1.08	<u>AGGREGATE BASE</u>
25-1.09	<u>ASPHALT CONCRETE</u>
25-1.10	<u>CONCRETE</u>
25-1.11	<u>TEMPORARY PAVEMENT DELINEATION</u>
25-1.12	<u>MANHOLE AND WATER VALVE COVERS ADJUSTMENTS</u>
25-1.13	<u>GRIND EXISTING ASPHALT CONCRETE PAVEMENTS</u>
25-1.14	<u>CRACK TREATMENT</u>
25-1.15	<u>TIME AND MATERIAL ALLOCATION</u>
25-1.16	<u>PROJECT IDENTIFICATION SIGNS</u>
25-1.17	<u>PAINT STRIPING AND SIGNAGE</u>
25-1.18	<u>EROSION CONTROL</u>
25-1.19	<u>OTHER JURISDICTION ENCROACHMENT PERMITS</u>
25-1.20	<u>SURVEYING</u>
25-1.21	<u>PRESERVATION/PERPETUATION OF SURVEY MONUMENTS</u>
25-1.22	<u>LEAD ABATEMENT</u>
25-1.23	<u>BOARDING FLOATS</u>
25-1.24	<u>ABUTMENTS</u>
25-1.25	<u>GUIDE PILES</u>
25-1.26	<u>RIP RAP</u>

25-1.01 ORDER OF WORK

A two week lead time will be needed before construction begins to assure proper notification to the public and emergency and/ or enforcement agencies.

The Contractor shall provide the County with a detailed schedule and traffic closure plan indicating how the project will be constructed prior to beginning of work.

25-1.02 OBSTRUCTIONS

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches (150 mm) in diameter or pipelines operating at pressures greater than 60 psi (415 KPa) gage; underground electric supply system conductors or cables with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811
	811

Contractor shall be responsible to protect in place existing gas lines, water and sewer pipelines. Compensation for providing protection to impacted utilities shall be included in the various items of work.

25-1.03 CONSTRUCTION AREA SIGNS –

Construction area signs shall be furnished, installed, maintained and removed when no longer required.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811
	811

Contractor shall provide project information signs, as shown elsewhere in these Special Provisions and shall install and maintain these during the project duration. At Project conclusion

the signs & posts shall become property of County and County shall remove same at County expense.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes, or at the option of the Contractor, construction area signs can be placed on portable barricades.

The term “construction area signs” also shall include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction areas signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs and the following:

Object markers shall be stationary mounted on wood or metal posts in conformance with the details shown on the plans and the provisions in Section 82, “Markers and Delineators,” of the Standard Specifications.

Marker panels for Type N, Type P and Type R object markers shall conform to the provisions for sign panels for stationary mounted signs.

Target plates for Type K and Type L object markers and posts, reflectors and hardware shall conform to the provisions in Section 82, but need not be new.

Full compensation for providing, installing and maintaining construction area signs and project information signs shall be considered as included in the contract lump sum price paid for construction area signs for each specific road segment and no additional compensation shall be allowed therefore.

25-1.04 MAINTAINING TRAFFIC -- Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities.

Lane closures shall conform to the provisions in section “Traffic Control System for Lane Closure” of these special provisions.

Personal vehicles of the Contractor’s employees shall not be parked on the traveled way including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor’s intent to begin work at least 10 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor is advised that emergency vehicle access must be maintained during the course of work.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25

feet intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 10 wide, shall be open for use by public traffic when construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

A Traffic Control Plan, prepared by a Civil Engineer, registered in the State of California, shall be provided by the contractor for the County's review and approval to address all traffic control and construction area signs.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in January and February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

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 signals and barricades shall be considered as included in the contract lump sum price for Construction Area Signs for each specific road segment and no additional compensation shall be considered therefor.

25-1.05 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURES Lane closures are to be performed when practical and applicable as determined by the Engineer when the road closure detour is not in operation either before or after road closure has been implemented or when detour is no longer in place at end of work.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Article 6, "Contractor's Responsibilities," of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the need of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

The Contractor shall utilize radios and flaggers if lane closures are performed. Flaggers shall have radio contact with personnel in the work area. Maximum speed of public traffic through the traffic control zone shall be 25 miles per hour (mph). All costs in relation to flaggers shall be borne solely by the Contractor.

Full compensation for providing the traffic control system (including signs and flagging costs), the traffic control plan and any other tools, labor and equipment shall be considered as included in the contract prices, paid for "Construction Area Signs" or Traffic Control.

Traffic control system required by work, which is classed as extra work, as provided in Article 10 of the Standard Specifications, will be paid for as part of said extra work.

25-1.06 EARTHWORK – Excavation include the sawcutting, removal and disposal of existing asphalt concrete pavements and base materials as shown on the plans or as directed by the engineer.

Removed materials that are not to be salvaged or reused in the work and shall become the property of the Contractor and shall be disposed of.

The contractor is advised that the estimated roadway excavation is for bidding purposes only and with no guarantee as to actual quantities.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in roadway excavation including removing, hauling and disposal of existing surfacing and base material, broken concrete, rocks and other debris shall be considered as included in the contract price paid per bid item and no additional compensation will be allowed therefor.

25-1.07 ~~V GROOVING FOR CONCRETE~~ — ~~No placement or V Grooving of Concrete for boat launching ramps on the project shall be allowed until the construction contractor demonstrate proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department of Parks and recreation, Division of Boating and Waterways (DBW) representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a DBW representative prior to the placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by DBW. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).~~

25-1.08 AGGREGATE BASE – Aggregate base shall be Class II as shown on plans and shall conform to the provisions in Section 26, “Aggregate Bases,” of the Standard Specifications and these special provisions. Aggregate base shall be compacted to 95% maximum density. Whenever compliance for compaction is required by the County tests will be made utilizing ASTM D1557.

25-1.09 ASPHALT CONCRETE – Asphalt concrete aggregate shall be Type A 1/2” inch maximum grading and shall conform to the provisions in Section 39, “Asphalt Concrete”, of the Caltrans Standard Specifications and these Special Provisions.

Asphalt concrete shall be compacted to 95% maximum density whenever compliance for compaction is required by the County test will be made utilizing ASTM D 1559.

The asphalt used in the Asphalt Concrete Mix shall be paving PG 70-10 non-polymer modified. The refiner is required to be in the California Department of Transportation COC program and a certificate of compliance must be provided as well as a mix design.

In addition to the requirements in Section 39-2.01C, “Spreading and Compacting Equipment,” of the Caltrans Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and traverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. The Contractor shall use a ski device and the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled manually.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-2.01C, “Compacting,” of the Caltrans Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during any day’s work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day’s work.

Asphalt concrete surfacing shall be placed on all existing surfacing or as directed by the Engineer.

Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

The contractor at his expense shall furnish current test results giving the bitumen ratio (pound of asphalt per 100 pounds of dry aggregate) required for the mix design he proposes to furnish. Test results shall have been performed by a laboratory and approved by the Engineer.

The contractor shall adjust any boxes, vaults within the parking lot to match the proposed grade of the new paving or the new pavement resurfacing.

Prior to spreading asphalt concrete over any existing pavement or previously laid pavement a paint-binder of SS1h shall be furnished and applied uniformly to a pavement to be surfaced and to contact surfaces of all cold pavement joints, curbs, gutters, and to other surfaces designated by the Engineer.

Paint Binder shall be applied at a rate of 0.02 to 0.10-gallon per square yard. The exact rate and number of applications will be determined by the Engineer.

Paint Binder shall be applied only so far in advance of placing the surfacing as may be permitted by Engineer. The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

“Increased or Decreased Quantities” will not apply to liquid asphalt PG 70-10, SS1h prime coat or paint binder.

Asphalt concrete shall be spread and compacted in accordance with Section 39, “Asphalt Concrete”, of the Standard Specifications and these special provisions.

Asphalt concrete shall be spread and compacted in one layer unless otherwise indicated in these specifications or as directed by the Engineer.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

The finished surface shall meet the straight edge requirements of Section 39-2.01C “Compacting” of the Caltrans Standard Specifications.

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, it shall be brought within tolerance by either:

1. Abrasive grinding (with fog seal coat on the areas which have been ground),
2. Removal and replacement, or
3. Placing an overlay of asphalt concrete. The Engineer will select the method. The corrective work shall be at the Contractor’s expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements of Section 42 of the Caltrans Standard Specifications.

Except for aggregate for open graded asphalt concrete, in addition to the aggregate requirements listed in Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade PG 70-10 non-polymer modified in the amount of asphalt determined optimum by California Test 367:

TEST	CALIFORNIA TEST	REQUIREMENT
Surface Abrasion	360, Method A	Loss not to exceed 15 grams

PAYMENT: Asphalt concrete placed in the work will be paid for at the contract price paid per ton for "Asphalt Concrete" and shall include the PG 70-10 Asphalt to be used for all locations and "Asphalt Concrete 1" AC cap (Leveling Course)"

Full compensation for furnishing and applying paint binder coat SS1h shall be considered as included in the contract price paid per ton for "Asphalt Concrete" for each specific road segment and no separate payment will be made therefore.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no additional payment shall be made therefore.

Dig-out areas shall be performed as in areas shown elsewhere in this special provision or as directed by the Engineer. Full compensation Dig-out areas shall be paid per the contract prices for "Roadway Excavation and Earthwork", "Class II Aggregate Base", and "Asphalt Concrete" for each specific segment and no additional payment shall be made therefore.

25-1.10 CONCRETE – Portland Cement Concrete shall be per the Greenbook 2012, Section 201. Concrete shall be Type V portland cement conforming to ASTM C150 with 1-1/2 pounds polypropylene fiber per cubic yard and a compressive strength of 4,500 psi after 28 days. Polypropylene fiber by Fibermesh Co., (Novomesh 950) or approved equal. See plans for specified finish and contraction joints. Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in the concrete installation including the fiber and the reinforcement as shown in the plans, shall be considered as included in the contract price paid per the bid unit costs and no additional compensation will be allowed therefor.

25-1.11 TEMPORARY PAVEMENT DELINEATION – Temporary pavement delineation shall be furnished, placed, maintained and removed in conformance with these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Article 6, “Contractor’s Responsibilities,” of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation due to grinding or resurfacing, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Temporary lane line and centerline delineation consisting of temporary pavement markers shall be provided by the contractor at his expense. The temporary pavement markers shall be placed at longitudinal intervals of not more than 100 feet and shall be the same color as the laneline or centerline they replace. The temporary markers shall be placed in conformance with the manufacturer’s instructions.

Full compensation for furnishing and placing the temporary pavement markers used for temporary lane line and centerline delineation shall be considered as included in the various items of work and no separate payment shall be made therefore.

25-1.12 MANHOLE AND WATER VALVE COVERS ADJUSTMENTS– Manhole and Water Valve Covers Adjustments within the project limits shall conform to the provisions in Section 15-2.10, “Adjust”, of the Standard Specifications and these special provisions. Please see the following list of locations and quantities for informational purposes:

In the event additional manholes/water valves are found after bidding the Contractor shall be responsible for adjusting to grade at his/her own expense.

Adjust frames, covers grates and manholes by lowering before cold planning or grinding the surface and rising after paving or surfacing. Before opening the lane to traffic, either (1) complete permanent paving or surfacing or (2) temporarily fill any depressions with Asphalt Concrete. In addition, install a 1’-0” wide 1’0” deep concrete ring circumferentially around the manhole/valve frame.

If existing valves caps, manhole rings or covers are damaged or in the opinion of the Engineer should be discarded and replaced, the Contractor shall furnish said cover, valve cap and rings at their sole expense.

Where paving or surfacing work is shown, do not adjust to final grade until the adjacent pavement or surfacing is complete.

For a structure that is to be raised, remove the cover or frame and trim the top of the structure to provide a suitable foundation for the new material.

Instead of using new materials similar in character to those in the existing structure, you may use raising devices to adjust a manhole to grade. Before starting paving work, measure, fabricate, and install raising devices. Raising devices must:

1. Comply with the specification for Section 75 of the Standard Specifications except that galvanizing is not required
2. Have a shape and size that matches existing frame
3. Be match marked by painting identification numbers on the device and corresponding structure
4. Result in an installation that is equal to or better than the existing one in stability, support, and nonrocking characteristics
5. Be fastened securely to the existing frame without projections above the surface of the road or into the clear opening

Where manholes are to be lowered, remove the facility 3.5 feet below finished grade or to an authorized depth. Adjust the manhole using the paper needed to match the finished grade.

If a manhole cover is unstable or noisy under traffic, place a coil of asphalt-saturated rope, a plastic washer, or asphaltic compound on the cover seat. Before placement, obtain authorization for use of the material.

Full compensation for furnishing and placing the adjusting devices used for all manhole and water valve cover adjustments including the concrete ring plate around the manhole/valve shall be considered as included in the lump sum price for this item of work and no separate payment shall be made therefore.

25-1.13 GRIND EXISTING ASPHALT CONCRETE PAVEMENTS – Grinding existing asphalt concrete pavement shall conform to the provisions in Section 42, “Grinding”, of the Caltrans Standard Specifications and these special provisions.

Grindings shall be performed at the beginning and end of pavement area to be resurfaced curb and as shown elsewhere in these special provisions or as directed by the Engineer. The depth of grinding varies from 0” to 2” maximum.

The Contractor shall dispose grindings. Grindings will become property of the contractor and shall be hauled away by Contractor to a legal facility. Grinding work shall be paid for at the contract unit price per square yard listed under item “Grinding 1-inch Existing AC Pavement” in the bid proposal form. Full compensation for grind existing asphalt concrete pavement shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals and for doing all work involved in said item and no separate payment will be made therefore.

25-1.14

CRACK TREATMENT

Crack treatment material must have the values of the properties shown in the following table:

Crack Treatment Material

Property ^a	ASTM test method ^b	Type 1 material	Type 2 material	Type 3 material	Type 4 material	Type 5 material
Softening point (min)	D 36	102 °C	96 °C	90 °C	84 °C	84 °C
Cone penetration at 77 °F (max)	D 5329	35	40	50	70	90
Resilience at 77 °F, unaged, %	D 5329	20–60	25–65	30–70	35–75	40–80
Flexibility ^c	D 3111	0 °C	0 °C	0 °C	-11 °C	-28 °C
Tensile adhesion, %, (min)	D 5329	300	400	400	500	500
Specific gravity (max)	D 70	1.25	1.25	1.25	1.25	1.25
Asphalt compatibility	D 5329	Pass	Pass	Pass	Pass	Pass
Sieve test (percent passing)	See note d	100	100	100	100	100

^a Cold-applied crack treatment material residue collected under ASTM D 6943, Method B and sampled under ASTM D 140 must comply with the grade specifications.

^b Except for viscosity, cure each specimen at a temperature of 23 ± 2 °C and a relative humidity of 50 ± 10 percent for 24 ± 2 hours before testing.

^c For the flexibility test, the specimen size must be 6.4 ± 0.2 mm thick by 25 ± 0.2 mm wide by 150 ± 0.5 mm long. The test mandrel diameter must be 6.4 ± 0.2 mm. The bend arc must be 180 degrees. The bend rate must be 2 ± 1 seconds. At least 4 of 5 test specimens must pass at the specified test temperature without fracture, crazing, or cracking.

^d For hot-applied crack treatment, dilute with toluene and sieve through a no. 8 sieve. For cold-applied crack treatment, sieve the product as-received through a no. 8 sieve. If the manufacturer provides a statement that added components passed the no. 16 sieve before blending, this requirement is void.

Crack treatment material must be delivered to the job site with the information listed below. If crack treatment material is delivered to the job site in containers, each container must be marked with the following information.

1. Manufacturer's name
2. Production location
3. Product brand or trade name
4. Product designation
5. Crack treatment trade name
6. Batch or lot number
7. Maximum heating temperature
8. Expiration date for cold application only

Hot-applied crack treatment must be delivered to the job site premixed in cardboard containers with meltable inclusion liners or in a fully meltable package. Cold-applied crack treatment must have a minimum shelf life of 3 months from the date of manufacture.

Sand applied to tacky crack treatment material must be clean, free of clay, and have the following gradation:

Sieve size	Percent passing
No. 4	100
No. 50	0-30
No. 200	0-5

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch as ordered. Filling cracks wider than 1 inch is change order work. For hot-applied crack treatment material rout cracks or saw cut to form a reservoir. Cracks must be clean and dry before treating. Before treating, blast cracks with oil-free compressed air at a pressure of at least 90 psi.

If the pavement temperature is below 40 degrees F or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly on the pavement.

Heat hot-applied crack treatment material in compliance with the manufacturer's instructions. Comply with the manufacturer's application instructions.

Apply cold-applied crack treatment material with a distributor kettle, a piston, or a diaphragm barrel pump that can deliver from 50 to 75 psi. The application line must have a pressure gauge and a filter. The pressure in the application line must not exceed 20 psi. The pressure gauge must have a regulator. Use a high-pressure hose with a 1/2-inch National Pipe Tapered Thread (NPT) swivel connection and a dispensing wand.

Apply crack treatment with a nozzle inserted into the crack. Fill the crack flush. If after 2 days the crack treatment is more than 1/4 inch below the specified level, the sealant fails or the crack re-opens, re-treat the crack.

Immediately remove crack treatment material that is spilled or deposited on the pavement surface.

Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic.

PAYMENT

Crack treatment is measured by the lump sum.

25-1.15 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 **\$50,000**. This is the number to be used for the bid proposals schedule.

25-1.16 PROJECT IDENTIFICATION SIGNS – Project identification signs shall conform to the provisions in Section 22 Supplementary Conditions SC 19.01 “Project Sign”, of the Standard Specifications and these special provisions.

Before any major physical construction work readily visible to highway users is started on this contract, the contractor shall furnish and erect project identification signs at the locations designated by the Engineer.

Framing of plywood sign panels will not be required.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall become property of the County and County shall remove same.

The contract price paid for project identification signs shall be considered included in the item of work for construction “Traffic Control and Construction Area Signs and shall include full compensation for furnishing, erecting and maintaining of the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

25-1.17 PAINT STRIPING AND SIGNAGE – Paint striping, signage and pavement markings shall conform to the provisions in Section 84-1, General,” and 84-3, “Painted Traffic Stripes and Pavement Markings”, Section 85, “Pavement Markers” of the Standard Specifications, Chapter 6, Markings” of the California Department of Transportation “Traffic Manual, hereinafter referred to as “Traffic Manual”, the project plans and these special provisions.

Thermo plastic stripes and markings may be allowed or accepted upon the Engineer’s written approval.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in restriping of existing paint striping and signage and removal of conflicting existing striping and all signage and pavement markings including establishing alignment for the stripes and layout work, complete in place, as 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 paint striping and signage and no separate or additional payment shall be considered therefor.

25-1.18 EROSION CONTROL – Erosion Control Plan shall be carried out in a manner as prescribed in the Erosion Control Plans for the project. Full compensation for providing all erosion control plan items and responsibilities shall be considered as included in the lump sum item for “Erosion Control” and no additional payment shall be made therefore.

25-1.19 OTHER JURISDICTION ENCROACHMENT PERMITS – All provisions for any necessary Encroachment Permits, from Caltrans or other agencies shall be required to be applied for and obtained by the Contractor, including all work, materials, addressing all conditions, excepting fees. Fees shall be paid for by the County.

All items within the Encroachment Permits shall be considered as included in the various items for each road segment impacted of work and no additional payment shall be made therefore.

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by each Agency to provide for the construction and traffic control signs, including project identification signs and any road lane closures as required by the Contractors traffic control plans, as per the Standard Specifications and these special provisions.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, excluding any agency permit fees. County shall pay agency permit fees.

25-1.20 SURVEYING – The contractor shall provide Survey as necessary to complete the proposed road improvements. Full compensation for survey work required shall be considered as included in the various items of work and no separate payment shall be made therefore.

25-1.21 PRESERVATION/PERPETUATION OF SURVEY MONUMENTS - The Contractor shall be responsible to complete an initial field survey research by a California licensed professional land surveyor. 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. Full compensation for completing field survey research for each specific road location to determine the existence/locations of the survey monuments and any preservation and perpetuation activities for benchmarks and/ or monumentation shall be considered as included throughout the various items of work listed within the bid proposal form and no additional compensation shall be allowed therefore.

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.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks if necessary, throughout the various items of work listed on the bid proposal form 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 inches 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.

25-1.22 LEAD ABATEMENT –

**SUB-SECTION 01
GENERAL LEAD REMOVAL SPECIFICATIONS**

1.0 GENERAL

1.1 Description

- A. This section consists of furnishing all work necessary to perform the removal, packaging, handling, transportation, and disposal of lead-containing materials and lead-contaminated materials located within the project limits. All work shall be performed in accordance with all federal, state, and local requirements and statutes.
- B. The work specified herein shall be the removal of lead-containing materials by persons knowledgeable, qualified, and trained in the removal, treatment, handling, packaging, transportation, and disposal of lead-containing materials, and the subsequent cleaning of the affected environment. These persons shall comply with all federal, state and local regulations and mandated work practices, and shall be capable of performing the work in the Contract.

1.1 Scope of Work

- A. General Requirements: Work of this section includes, but is not limited to, the following:
 - 1. Conduct Lead Assessment of Existing 24' x 80' Shade Structure, Prepare Lead Abatement Plan, Conduct Lead Abatement and conduct lead testing by third party agency to assure all lead found on site is properly removed.
 - 2. Provide dust control as required to protect the Contractor's employees, Owner Staff, visitors/guests, and passers-by from lead exposure.
 - 3. The Contractor shall perform employee exposure monitoring as required by Cal-OSHA during the project.
- B. The following precautions should be taken prior to initiating demolition activities involving any lead-containing material.
 - 1. The Contractor shall not perform any lead-related demolition activities until an initial exposure assessment has been performed and submitted to the Owner's Representative.
 - 2. The Contractor shall install lead dust control measures, lead waste and debris retention areas, worker protection, and decontamination areas in accordance with this Section, the Contractor's work plan, and lead exposure assessment data.

- C. Pre-Project Initial Exposure Assessment and Test Section: Prior to performing any lead-related demolition work, the Contractor shall perform an initial exposure assessment. The initial exposure assessment shall be performed through the preparation of "Lead-Related Construction Demolition Test Sections", if deemed necessary. The Test Section work shall be performed a minimum of two weeks prior to initiating lead-related demolition work. During work on the Test Section, all Supervisors/Competent Persons shall be certified as Lead-Related Construction Supervisors and all workers shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8.

1.3 Required Licensure and Certification

- A. Licensure — For all Contractor(s) or Sub-Contractor(s) involved in any facet of lead related work enumerated as part of this project the following license(s) shall be current and be maintained in current status throughout the duration of the project.
 - a. A copy of the current California Contractors State License Board (CSLB) License (minimum requirement is a Class B license or a Class C license) for any **and**
 - b. US EPA Certification under the Toxic Substances Control Act (TSCA) Section 402 Repair, Renovation and Painting activities (RRP) pursuant to 40 CFR Part 745.89
- B. Transportation of Lead-Containing Materials: Contractor shall be a registered hazardous waste transporter with State of California, Department of Toxic Substances Control. If the Contractor is not a registered hazardous waste transporter, the Contractor shall have a listed subcontractor that is a registered hazardous waste transporter with State of California, Department of Toxic Substances Control. Copies of the current, relevant registration certificate(s) shall be submitted as a part of the pre job submittal.

1.4 Applicable Documents and Regulations

- A. It is the responsibility of the Contractor to know the current regulations controlling work and to perform all project related work in accordance with such regulations that provide for worker and public safety against lead exposure.
- B. The publications listed below form a part of this specification to the extent referenced. The current issue of each document shall govern. Where conflict among requirements or with these Specifications exists, the more stringent requirements shall apply. The publications are referenced in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	Occupational Safety and Health Standards for General Industry
29 CFR Part 1910.134	Respiratory Protection
29 CFR Part 1926	Occupational Safety and Health Regulations for Construction
29 CFR Part 1926.62	Lead

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

40 CFR Part 148	Hazardous Waste Injection Restrictions
40 CFR Part 260	Hazardous Waste Management Systems: General
40 CFR Part 261	Identification and Listing of Hazardous Waste
40 CFR Part 262	Standards Applicable to Generators of Hazardous Waste
40 CFR Part 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR Part 264	Standards for Owners and Operators of Hazardous Waste Disposal Facilities

1.5 Notifications and Permits

- A. Contractor shall make all required written notifications or applications to regulatory agencies including the following:
 - 1. California Division of Occupational Safety and Health (Cal-OSHA) -Lead Work Pre-Job Notification shall be accordance with 8 CCR Part 1532.1. California Department of Public Health (CDPH) Form CDPH 8551

1.7 Supervisor/Competent Person and Workers

All valid and current Supervisor/Competent Person and Workers documentation shall be physically present on site, prior to any lead related work being performed by that person. Failure to comply with this requirement shall render the person ineligible to work until the required documentation is available on site.

- A. The Contractor shall have a California Department of Public Health (CDPH) Lead-Related Demolition Supervisor/Competent Person present at all times while work on this Contract is in progress. The Lead-Related Construction Supervisor/Competent Person shall possess the following training and certifications regardless of the results of the Test Section work. All certificates are to remain current and complete throughout the duration of the project.
- B. The Lead-Related Demolition Supervisor/Competent Person shall have successfully training meeting the requirements of 8 CCR Part 1532.1 and 17 CCR, Division 1, Chapter 8. Training shall be provided prior to the time of job assignment and, at least, annually. The Supervisor/Competent Person shall be thoroughly familiar and experienced with lead removal and related work, and shall be familiar with and enforce the use of all safety procedures and equipment. He/she shall be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. Additionally, the Supervisor/Competent Person shall be certified as a Lead-Related Construction Supervisors in accordance with 17 CCR, Division 1, Chapter 8.
- C. Throughout the duration of the project, including during work on the Test Section, all workers shall have received training in accordance with 8 CCR Part 1532.1 and 17 CCR, Division 1, Chapter 8. The training shall be provided prior to the time of job commencement and, at least, annually. Additionally, all workers performing work shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8. All certificates are to remain current throughout the duration of the project. Throughout the duration of the project the lead-

related worker training and certification requirements listed below will be required. The Contractor shall submit documentation that the workers have received the training. The training shall be for a minimum of eight hours. Worker training including the following information is required at a minimum. All certificates are to remain current and complete throughout the duration of the project.

1. An employee's right to access to records under 29 CFR Part 1910.1020.
 2. The contents and requirements of 29 CFR Part 1926.62 and 8 CCR 1532.1.
 3. The specific nature of the operation that could result in exposure to lead.
 4. The purpose, proper selection, fitting, use, and limitations of respirators.
 5. Purpose and description of the medical surveillance program and the medical removal protection program, including information concerning the adverse health affects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant).
 6. Relevant engineering controls and good work practices.
 7. The contents of any compliance plan in effect.
 8. Instructions that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.
- D. If the Contractors means and methods change from those presented in the lead-related demolition work plan and during the work of the Test Section, the Contractor shall perform another exposure assessment to determine the training requirements for the lead-related demolition workers.
- E. If the ongoing personal air monitoring performed by the Contractor indicates that the Action Level is being exceeded, the contractor shall provide lead-related demolition workers with the training and certifications required above.

1.7 Submittals

- A. Submit, as applicable, the following to the Owner's Representative for approval within Ten (10) days of receiving the "Notice to Proceed" or at least Ten (10) Working Days prior to the start of work. These submittals are in addition to those required in any other section(s) or sub-section(s) of these documents. This document shall be submitted by the contractor performing the work and not by any other. Include at the very least the following:
1. Notifications. All notifications shall be current and valid throughout the duration of the project. Any material changes to the notification, i.e., the quantity of materials being removed, the physical materials being removed, the duration of the project, etc. shall require

revisions to the regulatory agencies. Copies of the written notification and confirmations at least to/from the following regulatory agencies will be required:

- a. California Division of Occupational Safety and Health (Cal-OSHA) Lead Work Area Pre-Job Notification.
- b. Notification to the California Department of Public Health (Form 8551).

2. Waste Haulers — Copies of:

- a. Identification of the Waste Hauler(s) for both Hazardous and Non-Hazardous Lead Waste for this Project.
- b. California Department of Toxic Substances Control (DTSC) Waste Transporter registration for each Waste Hauler.
- c. California Department of Motor Vehicles (DMV) Motor Carrier Permit for each Waste Hauler.
- d. U.S. Department of Transportation (DOT) Registration and U.S. Environmental Protection Agency (EPA) acknowledgement of Notification of Hazardous Waste Activity for each Waste Hauler (*only required if waste is to be transported out of State*).
- e. Statement indicating that all waste generated on this specific site shall be transported by/disposed of by licensed, insured and certified personnel/locations.
- f. Statement that the types of Waste Containers being used for this Project will be accepted by the Waste Hauler(s) for the storage and transport of both Hazardous and Non-Hazardous Waste.

3. Waste Disposal Facility - Landfill and/or Recycling Facility — Copies of:

- a. Identification of the Landfill(s)/Recycler(s) to be used for the disposal of both Hazardous and Non-Hazardous Lead containing Waste generated at the Project site.
- b. Permits for the Landfill(s)/Recycler(s) to be used for the disposal of both Hazardous and Non-Hazardous Lead waste generated at the Project site.
- c. Identification of the Types of Waste accepted at the Landfill(s)/Recycler(s).
- d. Identification of the Types of Waste Profiling required by the Landfill(s)/Recycler(s).
- e. Statement that the types of Waste Containers being used for this Project will be accepted by the Landfill(s)/Recycler(s) for both Hazardous and Non-Hazardous Waste.

4. Licensure — For all Contractor(s) or Sub-Contractor(s) involved in any facet of lead related work enumerated as part of this project the following license(s) shall be current and be maintained in current status throughout the duration of the project.

- a. A copy of the current California Contractors State License Board (CSLB) License (minimum requirement is a Class B license or a Class C license) for any **and**
- b. US EPA Certification under the Toxic Substances Control Act (TSCA) Section 402 Repair, Renovation and Painting activities (RRP) pursuant to 40 CFR Part 745.89.

Contractors having endorsements, riders or qualifiers on any of their licenses such as (but not limited to) 'for bidding purposes only' etc. are ineligible to perform work as part of this contract.

5. Work Plan — A detailed written lead-related demolition work plan including, but not limited to, the following:
 - a. Identification of all Lead Scope of Work items and Trigger Tasks that are part of this Project, as well as, the Waste Streams the contractor anticipates generating during the course of performing the work listed in the Scope of Work;
 - b. Identification of entire Work Sequence (schedule) for this Project, including specifics of materials being removed/stabilized and the correlation between work areas and Types of Work (Lead, Asbestos, PCB, etc. as applicable);
 - c. Identification of abatement duration;
 - d. Identification of dust control measures;
 - e. Identification of work area preparation;
 - f. Identification of construction for decontamination enclosure systems;
 - g. Identification of demarcation protocols. i.e., installation of Lead barrier tape, barrier fence, Lead Work signage, etc.;
 - h. Identification of work area isolation protocols;
 - i. Identification of detailed specific Lead containing materials removal procedures;
 - j. Identification of Lead containing/contaminated debris clean-up and disposal procedures;
 - k. Identification of Personnel Protective Equipment (PPE) to be utilized as part of this project
 - l. Identification of waste handling, storage and disposal procedures;
 - m. Identification of construction for chutes, (if required for this project).
6. HEPA vacuums, differential pressure air filtration devices and other local exhaust ventilation equipment. —Copies of:
 - a. Manufacturer's certification that HEPA vacuums, differential pressure air filtration devices, filters and other local exhaust ventilation equipment conforms to ANSI Z9.2-79.
 - b. Notification that required onsite testing has been scheduled for any and all differential pressure units, HEPA vacuum cleaners, etc. to ensure that the filtration efficiency meets the criteria for HEPA filtration devices, i.e., 99.97% efficiency at arresting mono-dispersed particulate matter greater than 0.03 micrometers in diameter.
7. SDS — The Contractor shall submit copies of the Safety Data Sheet, fire retardant certification or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant, encapsulating material, spray glue, mastic removal agent, plastic sheeting, adhesive/duct tape, etc. or other chemicals/products for use on this project, including the specific worker protective equipment proposed for use with the material indicated.
8. Personnel Documentation
 - a. Identification of the project's Lead-Related Supervisor who is experienced in administration and supervision of lead-containing material demolition projects, including work practices, protective measures for building and personnel, disposal procedures, etc. including a legible photocopy of the California Department of Public Health (CDPH) Certified Lead Construction Supervisor's card.
 - b. Current and complete documentation that the Contractor's Lead-Related Construction Supervisor/Competent Person and Lead-Related Demolition Workers performing Lead-related demolition, disposal, and air sampling operations have received training and are certified including a legible photocopies of the California Department of Public Health (CDPH)

Certified Supervisor and Certified Lead Worker cards.

- c. Provide as part of the pre job submittal a letter from the contractor, signed by a responsible and authorized officer of the contractor's company certifying the following — "This is to certify that all our personnel involved with affecting any lead containing or coated materials/surfaces are subject to current and valid medical monitoring in accordance with 29 CFR Part 1926.62 and 29 CFR Part 1910.1200 and that they will receive continued medical surveillance, including (a) the ability to work while wearing required respiratory protection without suffering adverse health affects.
9. Respirators and Filters — Copies of Manufacturer's documentation and certification of NIOSH approvals for respiratory protective devices utilized on site, including manufacturer's certification of NIOSH approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate) and High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges and filters.
 10. Testing Laboratory — Identification of the Independent Testing Laboratory (name, address, and telephone number) selected to perform analysis of personal air samples. Documentation shall be provided that the laboratory selected to perform the analyses is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT), including accreditation for heavy metal analysis. The documentation shall list experience relevant to the analysis of lead in air and include a Quality Assurance and Quality Control Program. Currently, the American Association for Laboratory Accreditation (AALA) and the American Industrial Hygiene Association (AIHA) are the EPA recognized laboratory accreditation agencies. Documentation must also be provided that the laboratory is certified by the California Department of Public Health (CDPH).
 11. Site Specific Documentation — Copies of:
 - Identification of Work Area(s) at the site;
 - Identification of the nearest medical facility and route map/directions to the medical facility;
 - Emergency Contact Information and numbers for Emergency services as well as the contractors' emergency contact personnel and information;
 - Identification of on-site emergency meeting location;
 - Identification procedures for personnel accounting during an emergency.
 12. Contractor General Documents — Copies of:
 - General Injury & Illness Prevention Program in compliance with 26 CCR 3203.
 - General Emergency Action Plan in compliance with 26 CCR 3220.
 - General Fire Prevention Plan in compliance with 26 CCR 3221
 - Respiratory Protection Program in compliance with 26 CCR 5144.
- B. Hazardous Waste Manifests, Non-Hazardous Waste Data forms, trip tickets and disposal receipts for lead waste materials removed from the work area must be received within 24 hours of the transport.

- C. On-Site Documentation — Documents to be provided on-site throughout the duration of the project:
1. Provide on a DAILY basis, prior to the start of the shift, results from the personal air samples collected during the abatement process of the prior shift.
 2. Provide on a DAILY basis, prior to the start of the shift, copies of the containment entry log pertaining to the abatement process of the prior shift.
 3. Provide on a DAILY basis, prior to the start of the shift, copies of the Manometer logs pertaining to the abatement process of the prior shift.
 4. Copies of the Safety Data Sheets (SDS) for solvents, encapsulants, wetting agents, neutralizers, any other chemicals/products used on site and replacement materials, as necessary.
- D. Following completion of work on the Test Sections, submit to the Owner's Representative documentation that includes the following (the submittals required shall be submitted no later than five business days following completion of the Test Section work):
1. All personal air sampling performed by the contractor during the Test Section work. The personal air sampling results shall be provided as 8-hour TWA results.
 2. A description of the Trigger Tasks utilized during the Test Section work.
 3. Proposed changes in work procedures, if any, from those that were proposed in the original work plan.
- E. Upon completion of all lead-related demolition activities, submit to the Owner's Representative documentation that includes, without limitation, the following (the submittals required shall be submitted no later than 20 business days following the Contractor's demobilization from the project site):
1. Work area entry/exit logbook. The logbook must record name, affiliation, time in, and time out for each entry into the work site.
 2. The log of manometer readings showing the pressure differential maintained throughout the project.
 3. OSHA, Cal-OSHA, California Department of Public Health (CDPH) required personal exposure air monitoring results.
 4. Post project Biological monitoring for each employee who has worked at the site during any phase of lead related work is to include Blood Lead Level (BLL) and Zinc Protoporphyrin (ZPP). These tests are to be performed not more than 7 calendar days AFTER the conclusion of work
 5. Accident/incident reports where injury or damage has occurred on or to the Owner's property.
 6. Hazardous waste manifests, non-hazardous waste data forms, trip tickets and disposal receipts for lead waste materials removed from the work area within 24 hours of the transport.

1.8 Notices and Postings

- A. Post in the wash station/decontamination station, a list containing the names, addresses, and telephone numbers of the Contractor, Owner Representative, HazMat Project Manager, and emergency contact numbers.
- B. Post at the job site a list of persons authorized to enter the lead-related demolition work area.
- C. Additional postings shall include:
 - 1. Visitor entry and exit log.
 - 2. Employee daily sign in/out log.
 - 3. Work area entry and exit procedures.
 - 4. Emergency procedures.
- D. One copy of Cal-OSHA and Department of Health Services regulations.
- E. Posted Warnings and Notices: The following regulations, warnings, and notices shall be posted at the work site in accordance with 29 CFR Part 1926.62 and 8 CCR Part 1532.1.
 - 1. Warning Signs and Labels: Warning signs shall be provided at building entrances and approaches to lead work control areas containing airborne lead debris. Signs shall be located at a sufficient distance from the lead work control areas that will allow personnel to read the sign and take the necessary protective actions required before entering the lead work control area.
 - 2. Post at least two (2) safety warning signs, in English and Spanish, which follow the "Sample Format Warning Sign" shown below:

Sample Format
Warning Sign
Minimum Size —
"24" x 36"
Material — Aluminum
or Fiberglass Script:

<p><u>WARNING</u> LEAD WORK AREA POISON NO SMOKING OR EATING AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA</p>

- F. Posting required by local, state and federal agencies exercising jurisdiction over the work area. These are to include, but not be limited to, warning notices, notices of proposed work activity, copies of notifications to local and state agencies, etc.

1.9 Work Area Security

- A. The lead work control area shall be restricted only to authorized personnel, including Contractor, Contractor's employees, Owner's Representative(s), and federal, state, and local inspectors.
- B. Entry into the lead work control area by unauthorized individuals shall be reported immediately to the Owner's Representative.
- C. Contractor shall be responsible for Project site security during lead-related demolition operations in order to protect work efforts and equipment.

1.10 Personal Protection and Safety

- A. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her appliances, methods, and for any damages that may result from his/her operations, improper construction practices, or maintenance. He shall erect and properly maintain at all times as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post warning signs around the job site and at any and all entrances / entryways to the work area(s).
- B. Work shall be performed in accordance with the requirements of applicable regulations including, but not limited to 29 CFR Part 1926.62, 8 CCR Part 1532.1, and 17 CCR, Division 1, Chapter 8. Matters of interpretation of the standards shall be submitted to the appropriate agency for resolution before starting work. Where these requirements vary or conflict, the most stringent shall apply. In the event that work practice variances are granted by the governmental agency having jurisdiction over the work, these variances will be forwarded to the Owner and/or the Owner's representative as soon as the variance has been issued. A copy of the variance must also be posted at the entryway to the work area or if this is not possible, in a prominent place.
- C. Respiratory Protection Requirements: A respiratory protection program shall be established as required by 29 CFR Part 1926.103 and 29 CFR Part 1926.62 and in accordance with 29 CFR Part 1910.134. An approved respirator shall be furnished to each employee and visitor required to enter a lead work control area. A fit test shall be conducted in accordance with 29 CFR Part 1926.62.
 - 1. Air-purifying respirators shall be approved by NIOSH for use with dust, fumes, and mists having permissible exposure limits less than 0.005 milligrams per cubic meter (i.e., have P-100 filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. Respirators shall comply with the requirements of 29 CFR Part 1926.62 and shall be used in accordance with 29 CFR Part 1926.103, and 29 CFR Part 1910.134.
 - 2. A sufficient supply of respirator filters shall be maintained at the work site to provide new filters to employees, Owner Employees, authorized visitors, and government regulator personnel throughout the duration of the project. Filters shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the filter becomes

wet. At any time during on-site work activity, the contractor shall maintain on-site and readily accessible three (3) new respirators, one in each size, small, medium and large along with the requisite filters/cartridges for the type of work being performed. These respirators will be kept in readiness for the Owner/Owner's representative or any governmental agency representative having jurisdiction over the project.

Additionally, the contractor shall make available to HPM two (2) sets of new North™ 7700 Series Respirator Filter Cartridges throughout the duration of the project. These filter cartridges shall be appropriate to the work being conducted on site i.e., P100 HEPA cartridge and/or stacked P100 HEPA + Organic Vapor cartridge, etc.

3. Respirators shall be fit-tested utilizing irritant smoke or isoamyl acetate a minimum of every 6-12 months. Either the standard Irritant Smoke Protocol or Isoamyl Acetate Protocol may be used.
-
- D. A Hazard Communication Program shall be implemented in accordance with 29 CFR Part 1926.59.
 - E. The Contractor, the HazMat Project Manager, and the Owner's Representative shall arrange and hold a preparatory inspection meeting immediately prior to beginning the Test Section, following completion of the Test Sections to discuss the results, following completion of the waste characterization sampling and analysis, and prior to beginning the lead-related demolition work.
 - F. Right-to-know notices shall be placed in clearly visible areas of the work site in compliance with Federal, State, and local regulations.
 - G. Daily personnel air monitoring results shall be placed in a clearly visible area of the work site and shall be prepared so as to be easily understood by the workers.
 - H. A list of emergency telephone numbers shall be posted at the site. The list shall include numbers of the local hospital, poison control center, police and fire departments, Government, Contractor, and Owner representatives who can be reached 24 hours per day, and professional consultants directly involved in the project.
 - I. Sufficient quantities of health and safety equipment and supplies as required by 29 CFR Part 1926.62 and 8 CCR Part 1532.1, and other materials and equipment needed to complete the project, shall be available and kept on site. Specific health and safety equipment to be utilized at all times during performance of lead-related demolition work includes the following.
 1. Disposable full body suits. The disposable full body suits shall have head and foot covers and shall be of a sufficient size to prevent tearing during performance of the work.
 2. Disposable rubber gloves.
 3. Hard hats.
 4. Safety shoes or boots.
 5. Eye and hearing protection.
 - J. A wash/decontamination station shall be provided on the site at all times that lead-related demolition work is being performed.

25-1.23 BOARDING FLOATS –

Boarding Floats shall comply with the requirements of the California Department of Boating and Waterways “Layout, Design and Construction Handbook” for Small Craft Boat Launching Facilities Latest Edition.

Articulated Boarding Float. This type of float system consists of a series of individual float sections hinged together end-to-end, attached to a hinged abutment on shore, and held in position by a row of guide piles. The series of floats rises and falls with changing water levels. At design high water, all float sections will be floating. However, at lower water levels, the upper float sections will rest on the ramp surface and the lower sections will be floating. Thus, the articulated boarding float system is to be self-adjusting in response to changing water levels.

Boarding Float contractor shall be a California Registered Professional Engineer (P.E.) continuously manufacturing Floats for a minimum of five (5) years.

A. General Requirements

1. Submittal Requirements

- a. Contractor to submit detailed shop drawings and boarding float specifications for approval prior to ordering material.
- b. Submittal to be reviewed and approved by Department of Boating and Waterways (DBW).

2. Width Requirements

- a. Minimum Width: As shown on plans (8 ft.)
- b. Minimum clear travel width should be not less than 5’0” (60”) between cleats, bull rails, rings or other mooring hardware mounted along the edges of the boarding float, nor should any part of the hardware be mounted more than 6” in from the edge of the boarding float.
- c. In cases where guide piles are located inside the frame of the boarding float, but to one side, the minimum clear distance between the face of the pile and the opposite edge of the float should be 4’0” (48”).
- d. In cases where guide piles are located along the centerline of the boarding float, the minimum overall width should be 8’0” (96”), and the minimum clear distance between the face of the pile and the edge of the float should be 3’2” (38”).
- e. The placement of trash receptacles, fire hose cabinets, signs or other obstacles on boarding floats is not permitted as they diminish the clear travel width, obscure vision, and obstruct boat lines

3. Length Requirements

- a. Boarding floats should provide not less than 50’ of float in the water measured from the waterline on the launching ramp at design low water.
- b. Where articulated (hinged) boarding floats are installed, the individual

float sections should be not more than 20' in length.

- c. Individual boarding float sections which will always be floating at low water should not be articulated, but be continuous. This provides a more stable float, spreads the live loads more uniformly, and helps prevent the end of the float from drooping.

4. Height Requirements

- a. Maximum overall height of boarding floats shall not exceed 30" where float sections will come to rest on the upper reaches of a launching ramp surface during periods of low water, and where the "resting" float sections are used for pedestrian access to float sections which are in the water.

5. Construction Requirements

- a. Framing bolts should be not less than 3/8" diameter, and be either hot dipped galvanized or stainless steel.
- b. All ferrous metals used are to be hot-dip galvanized after fabrication.
- c. All metal plates used to fabricate clips, brackets and other structural parts for boarding floats are to be made from material not less than 1/4" in thickness.
- d. Legs or other protective devices should be installed to protect the flotation pontoons on all boarding floats that periodically come to rest on the launching ramp surface. Plastic pads of 1/2" or thicker ultra high molecular weight polyethylene (UHMW) should be attached to the bottom of the legs to prevent damage to the launching ramp surface. The thickness of the pads must be considered in the overall height of the boarding floats in order to avoid exceeding 30".
- e. Pontoons for flotation should consist of a rigid vessel filled with marine grade flotation foam. The rigid vessels are typically rectangular tubs or circular culvert pipes made of polyethylene.
 - Tubs for flotation pontoons should be black in color, have a minimum wall thickness of 0.20", and be manufactured of cross linked rotationally molded polyethylene (CL-200). The tops of the tubs must be sealed to prevent water from entering the pontoons and filling any gaps that may exist between the tub walls and the interior foam. The tops of the tubs, at minimum, shall be sealed with a thin sheet (10 mil) of polyethylene and then capped with 2" pressure treated fir plywood. The pontoon assembly shall be securely fastened on all four sides to the bottom side of the float frame. Care must be taken to provide drainage for water that collects on top of the pontoon covers and within the float frame. The bottom corners of the frame blocking can be clipped, or 3/4" diameter holes can be drilled in the frame at appropriate points.
- f. Bumper shall be installed at outboard end only and shall be of vinyl material.
 - The vinyl mix should include an anti-fungus additive, and be free of all fillers such as chalk and talc.

- Minimum thickness of the vinyl bumper body should be 1/8”.
- Boarding Float shall have HDPE Fenders (High Impact Bumpers) 10 inch high by 2 inch thick Merco Marine Model RR-7210 or approved equal.

25-1.24 ABUTMENTS –

A. General Requirements

1. The width of an abutment is to be the same as the overall width of the boarding floats.
2. The upper or shoreside end of an abutment must be "feathered" into the pavement, walkway or other pedestrian access route so as to provide a smooth transition to and from the abutment.
3. The maximum height of an abutment shall not exceed 30”. Under unusual circumstances where the height must exceed 30”, handrails shall be provided along the sides of the abutment for safety.
4. The lower, or waterside end of an abutment is to be constructed perpendicular to the slope of the launching ramp. This provides slightly more clearance between the "vertical" face of the abutment and the upper end of the first boarding float section.
5. Where abutments are located on the edge of a launching ramp, and riprap or other revetment materials are over 30” below the top of the abutment, handrails shall be provided for safety. If required, handrails shall be 42”-45” high, have no openings through which a 6” sphere will pass, and designed to withstand a minimum lateral live loading of 20# per linear foot of railing.
6. The concrete surface should receive a rough broom finish perpendicular to the direction of traffic to provide appropriate traction. If other construction materials are used, the surface traction must be not less than that provided by a rough broom finished concrete abutment.
7. The horizontal and vertical edges of an abutment should be rolled over or chamfered approximately 1”.

B. Construction Requirements

1. Abutment concrete should be reinforced and have a minimum compressive strength of 4,500 psi.
2. If new construction, abutments should be cast monolithically with the launching ramp slab. If an abutment is being added to an existing launching ramp, it must be securely anchored with dowels epoxied into the existing slab and tied to a rebar cage in the new abutment. The surface of the existing slab must be cleaned and prepared as required to provide bonding of the new concrete to the old.

25-1.25 GUIDE PILES –

A. General Requirements

1. Piles shall be drive to the depth shown on plans.
2. After piles have been driven and cut off to the proper elevation, they should be capped with fiberglass or polyethylene cone-shaped white pile caps with a wall thickness of not less than 1/8". The pile caps dress up the appearance of the facility, protect the end of the piling, prevent trash and other objects from being tossed into open-ended steel piles, and discourage the nesting and roosting of birds on the piles. Pile caps can be fastened to wood piles with galvanized nails or screws, and to steel and concrete piles with epoxy adhesives.
3. The pile cutoff elevation shall be as shown on plans but no less than design high water plus 4'.
4. In applications where steel piles and steel pile yokes are used together, it will be necessary to attach rub strips to either the piles or to the yokes to prevent abrasive wear, and to minimize the banging noise that will occur because of wind and waves. Pile ringing can be heard over great distances and is annoying to boaters, campers, nearby residents and others within earshot, particularly at night.
5. Piles are to be driven straight and plumb within a tolerance of 1" in 10'.
6. Pile Driving Equipment shall be either Air Hammer or Hydraulic Impact Hammer.
7. Maximum striking energy shall be 13,000 foot-pounds.
8. Contractor to keep records of pile driving activities using the following pile log form.

PILE DRIVING LOG

Project: _____ **Job No:** _____
Location: _____ **Date:** _____
Client: _____ **Representative:** _____
Contractor: _____ **Comments:** _____

Pile Data	Hammer Data	Driving Data
No. ___ Group ___ Sequence _____	Make/Model _____	Driven Length _____
Pdes _____ Pult _____	Type _____	Top Elev. _____
Type _____	Rated Energy _____	Tip Elev. _____
Length _____ Area _____	Ram Weight _____	Cut Off Elev. _____
Weight _____ Unit Weight _____	Max Equiv. Stroke _____	Cut Off Length _____
Required Driving Resistance _____	Max Speed _____	Ground Elev. _____
Comments: _____		

Depth (feet)	Blows (bpf)	Comments	Depth (feet)	Blows (bpf)	Comments	Depth (feet)	Blows (bpf)	Comments	Depth (feet)	Blows (bpf)	Comments	Final Driving Resistance	
												Depth	Blows (bpi)
1			36			71			106				
2			37			72			107				
3			38			73			108				
4			39			74			109				
5			40			75			110				
6			41			76			111				
7			42			77			112				
8			43			78			113				
9			44			79			114				
10			45			80			115				
11			46			81			116				
12			47			82			117				
13			48			83			118				
14			49			84			119				
15			50			85			120				
16			51			86			121				
17			52			87			122				
18			53			88			123				
19			54			89			124				
20			55			90			125				
21			56			91			126				
22			57			92			127				
23			58			93			128				
24			59			94			129				
25			60			95			130				
26			61			96			131				
27			62			97			132				
28			63			98			133				
29			64			99			134				
30			65			100			135				
31			66			101			136				
32			67			102			137				
33			68			103			138				
34			69			104			139				
35			70			105			140				

~~25-1.26 RIP RAP~~

~~A. General Requirements~~

- ~~1. Rip Rap installation and sizes shall meet the California Department of Boating and Water Ways Design and Construction Handbook Section 202, "G" Erosion Control Features~~
- ~~2. Rip Rap removed from launching ramp to allow for installation of guide piles shall be re-installed per detail "Figure 20. Rip Rap Details" as shown on Section Section 202, "G" Erosion Control Features of the California Department of Boating and Water Ways Design and Construction Handbook.~~
- ~~3. Rip Rap size requirement:
Facing Class — Method B Placement
0 — 5% — of rock larger than 200 lbs
50 — 100% — of rock larger than 75 lbs
90 — 100% — of rock larger than 25 lbs~~

EXHIBIT C

LEAD-BASE PAINT & ASBESTOS REPORT

IMPERIAL COUNTY

**Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227**

COUNTY PROJECT NO. SR6081CED

Lead Paint
Limited Inspection / Sampling Report

WIEST LAKE LAUNCHING FACILITY COUNTY
PROJECT NO. SR6081CED

5/15/17

Prepared For:
Damian Bermudez
Senior CIP Project Technician
County of Imperial Department of Public Works

Report and Laboratory Sample Analysis Reviewed By:



5/22/17

David Christy

Certified Asbestos Consultant - CAC# 92-0703

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Review Dates

Professional Environmental Consulting
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Working for a clean environment
1101 California Avenue, Suite 100
Corona, CA 92881
Ph: (951) 273-3410 Fax: (951) 273-
3411

May 17, 2017

Western Environmental & Safety Tech.
Mr. David Christy
7966 Arjons Drive, Suite 110
San Diego, CA 92126

RE: Lead-based paint testing at 5351 Dietrich Road, Brawley, California 92227

Dear Mr. David Christy:

In accordance with your request and authorization, Allstate Services conducted lead-based paint testing at 5351 Dietrich Road in Brawley, California on May 15, 2017. Please note that only selected areas were tested for lead-based paint at this time.

The on-site work was performed by John Castorini, California Certified Lead Inspector/Assessor #I-13642 using an XRF Analyzer following all required protocols.

Lead-based paint was identified at the above-mentioned property. Please see the attached Positive XRF Summary Report for further details.

If you need any further assistance after reviewing your report, please do not hesitate to contact me. Allstate Services remains available to assist you in anyway possible.

Sincerely,

A handwritten signature in black ink that reads "Steven Travers".

Steven J. Travers
Director of Operations

Attachments: Positive XRF Summary Report, Detailed XRF Testing Results, Calibration Log, Inspector Certification Copy, 8552 Form

POSITIVE XRF SUMMARY REPORT

5351 Dietrich Road, Brawley, California 92227

Sample	Area	Room Equivalent	Side Tested	Component	Substrate	Color	Condition	Lead (mg/cm ²)	Results	Quantities For Entire Area	Comments
1	Exterior	Overhang #1	---	Column	Wood	Yellow	Fair	1.4	Positive	10 Each	
2	Exterior	Overhang #1	---	Beam	Wood	Yellow	Fair	1.2	Positive	300 LF	

**Quantity estimations of leaded materials are provided for budget considerations only and should be verified onsite by bidders.

DETAILED XRF TESTING RESULTS

5351 Dietrich Road, Brawley, California 92227

Sample	Area	Room Equivalent	Side Tested	Component	Substrate	Color	Condition	Lead (mg/cm ²)	Results	Quantities For Entire Area	Comments
1	Exterior	Overhang #1	---	Column	Wood	Yellow	Fair	1.4	Positive	10 Each	
2	Exterior	Overhang #1	---	Beam	Wood	Yellow	Fair	1.2	Positive	300 LF	
3	Exterior	Overhang #1	---	Rafter	Wood	Yellow	Intact	0.2	Negative		
4	Exterior	Overhang #1	---	Bench	Wood	Red	Fair	0.2	Negative		
5	Exterior	Overhang #1	---	Overhang	Metal	Yellow	Fair	0.3	Negative		
6	Exterior	Overhang #2	---	Column	Wood	Yellow	Intact	0.2	Negative		
7	Exterior	Overhang #2	---	Beam	Wood	Yellow	Intact	0.0	Negative		
8	Exterior	Overhang #2	---	Rafter	Wood	Yellow	Intact	0.2	Negative		
9	Exterior	Overhang #2	---	Overhang	Metal	Yellow	Intact	0.1	Negative		

ALLSTATE SERVICES
XRF CALIBRATION FORM

Address/Unit: 5351 Dietrich Road, Brawley, California 92227

Device: RMD, LPA-1 SN: 4006

Date: May 15, 2017

Inspector: John Castorini

Calibration Check Tolerance Used: 0.6 mg/cm² - 1.2 mg/cm² (Inclusive)
Use Level III (1.02 mg/cm²) NIST SRM Paint film

First Calibration Check

Time: 1:55 p.m.

1 st Reading	2 nd Reading	3 rd Reading	1 st Average
0.7	1.0	1.0	0.9

Second Calibration Check

Time: 2:41 p.m.

1 st Reading	2 nd Reading	3 rd Reading	2 nd Average
1.0	1.0	1.0	1.0

Third Calibration Check (If Needed)

Time: _____

1 st Reading	2 nd Reading	3 rd Reading	3 rd Average

- Use the Quick Test Mode Reading
- Tolerance Values for RMD, LPA-1: 0.6 mg/cm² - 1.2 mg/cm² (Inclusive)

State of California Department of Public Health

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date



Inspector/Assessor	03/14/2017
Project Monitor	03/14/2017



John P. Castorini ID # **13642**

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 5/15/2017

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

Lead Inspection Risk assessment Clearance Inspection Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)] 5351 Dietrich Road-Selected Areas		City Brawley	County Imperial	Zip Code 92227
Construction date (year) of structure Prior to 1970s	Type of structure <input type="checkbox"/> Multi-unit building <input checked="" type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other _____		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	


Section 4 — Owner of Structure (If business/agency, list contact person)

Name Contact: Western Environmental & Safety Tech. C/O Mr. Dave Christy		Telephone number 858-271-1842		
Address [number, street, apartment (if applicable)] 7966 Arjons Drive, Suite 110		City San Diego	State California	Zip Code 92126

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

No lead-based paint detected Intact lead-based paint detected Deteriorated lead-based paint detected
 No lead hazards detected Lead-contaminated dust found Lead-contaminated soil found Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name John Castorini		Telephone number 951-273-3410		
Address [number, street, apartment (if applicable)] 1101 California Avenue, Suite 100		City Corona	State California	Zip Code 92883
CDPH certification number I-13642	Signature 		Date 5/17/17	

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

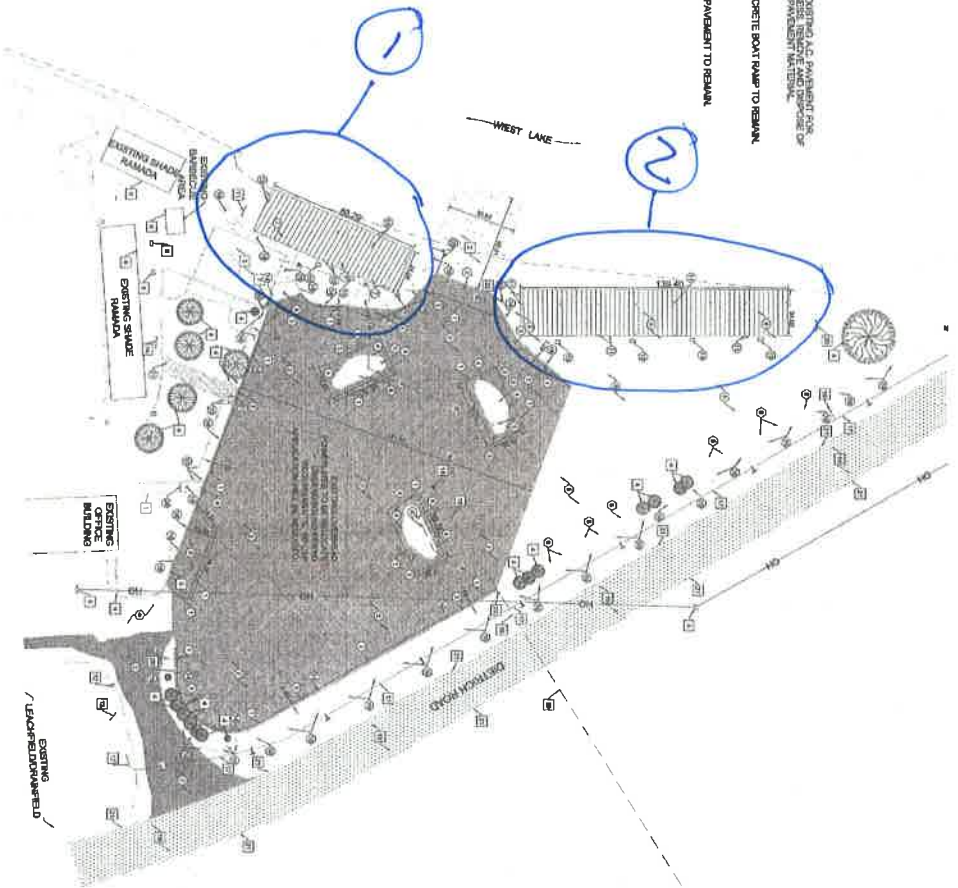
- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector
 Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:
 California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

LEGEND:

-  COLLAR PAVEMENT EXISTING A.C. PAVEMENT FOR EXISTING A.C. PAVEMENT MATERIAL
-  EXISTING CONCRETE BOAT RAUP TO REMAIN
-  EXISTING A.C. PAVEMENT TO REMAIN



- DEMOLITION NOTES:**
- 01 SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT.
 - 02 COLLAR PAVEMENT EXISTING A.C. PAVEMENT FOR WHICH THICKNESS, REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBGRADE.
 - 03 REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBGRADE.
 - 04 REMOVE AND DISPOSE OF EXISTING P.C.C. CURB AND UNDERLYING MATERIAL TO SUBGRADE.
 - 05 REMOVE AND DISPOSE OF EXISTING NATIVE MATERIAL TO SUBGRADE DESIGN GRADE.
 - 06 REMOVE AND DISPOSE OF EXISTING TRAIL AND UNDERLYING AND CLEAR AREA OF ANY EXISTING REVISION LINES WITHIN SAWCUT AREA.
 - 07 REMOVE AND DISPOSE OF EXISTING CONCRETE BENCH WITH SLOPE INCLUDING ANY FOOTINGS, P.C.C. INCHOR CURB RAUP TO DESIGN SUBGRADE GRADE.
 - 08 REMOVE AND DISPOSE OF EXISTING P.C.C. HANDICAP CURB RAUP AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 09 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 10 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 11 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 12 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 13 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 14 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 15 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 16 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 17 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 18 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 19 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 20 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 21 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
 - 22 REMOVE AND DISPOSE OF EXISTING 4" X 4" WALKWAY AND UNDERLYING MATERIAL TO SUBGRADE DESIGN GRADE.
- EXISTING FACILITY NOTES:**
- 1 EXISTING SIDEWALK TO REMAIN.
 - 2 EXISTING CONCRETE BOAT RAUP TO REMAIN.
 - 3 EXISTING PLAYGROUND TO REMAIN.
 - 4 EXISTING BUSHES OR TREES TO REMAIN.
 - 5 EXISTING POWER POLE TO REMAIN.
 - 6 EXISTING SHADE RAMADA TO REMAIN.
 - 7 EXISTING ROW POINT PLAYGROUND CRIB SIGN TO REMAIN.
 - 8 EXISTING ROW POINT SIGN TO REMAIN.
 - 9 EXISTING ROW POINT SIGN TO REMAIN.
 - 10 EXISTING WALKWAY TO REMAIN.
 - 11 EXISTING WALKWAY PAVEMENT TO REMAIN.
 - 12 EXISTING WALKBOX TO REMAIN.
 - 13 EXISTING WEST LAKE PARK SILENT SIGN TO REMAIN.
 - 14 EXISTING NO SWIMMING OR WADING SIGN TO REMAIN.
 - 15 EXISTING STORMWATER CHECK INLET TO REMAIN.
 - 16 EXISTING STORMWATER SPELIER TO REMAIN.
 - 17 EXISTING AIR UTILITY BOX TO REMAIN.
 - 18 EXISTING AIR UTILITY BOX TO REMAIN.
 - 19 EXISTING A.C. PAVEMENT TO REMAIN.
 - 20 EXISTING SIGN TO REMAIN.
 - 21 EXISTING EDGE OF PAVEMENT.
 - 22 EXISTING HOLE INS TO REMAIN PROTECT IN PLACE.

REVISION	DATE	COMMENTS	

60% SUBMITTAL

DATE: _____

Dynamic CONSULTING ENGINEERS

17171 STREET, SUITE 100, WESTLAKE VILLAGE, CA 91391

TEL: (909) 870-0000

PLANNING AND ECONOMIC DEVELOPMENT

COUNTY OF IMPERIAL

IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT

EXISTING CONDITIONS & DEMOLITION PLAN

3 OF 26

EXHIBIT D

BIOLOGICAL RESOURCES ASSESMENT REPORT

IMPERIAL COUNTY

**Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227**

COUNTY PROJECT NO. SR6081CED

WIEST LAKE BOAT LAUNCHING FACILITY PROJECT
BIOLOGICAL RESOURCES
ASSESSMENT REPORT
EL CENTRO, CALIFORNIA

April, 2024

Prepared for:

Kimberly Cortes | Administrative Analyst
County of Imperial | Public Works/Facilities Services
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Prepared by:

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- Appendix A Sensitive Botanical and Zoological Species (CNDDDB/CNPS)*
- Appendix B Photographs*
- Appendix C Species Found Onsite and Vicinity*
- Appendix D Qualifications*

FIGURES

- Figure 1 Regional/Project Location Map*
- Figure 2 Biological Resources Map*
CNDDDB BUOW Locations Map
FEMA Map
- Figure 3 Specifications Sheets*
Erosion Control
Turbidity Curtain
Boat Launch Construction Map

TABLES

- TABLE 1: FIELD SURVEY SCHEDULE*
- TABLE 2: VEGETATIVE COMMUNITIES*
- TABLE 3. SPECIAL-STATUS WILDLIFE SPECIES WITH POTENTIAL TO OCCUR ON SITE*
- TABLE 4: EXPECTED IMPACTS*

EXECUTIVE SUMMARY

General biological surveys were conducted on February 6, 2024 within the proposed site. The approximately 1.6 acres construction area of the 74 acre project site is located within Imperial County, CA.

No federal or state botanical endangered or threatened species were found within the project site areas or buffer survey zone during this survey.

Burrowing owls, a California Species of Special Concern, were not found on project site or buffer zone and would not be expected due to water features of the construction area. Active Migratory Bird Treaty Act bird nests were not found on site or buffer zone but could be expected.

1.0 INTRODUCTION

1.1 LOCATION

The proposed site is located at the southwest quadrant of Rutherford Road and Dietrich Road approximately 3 ½ miles northeast of the City of Brawley. The property is further identified as Assessor Parcel Number 037-120-034-000 and 037-120-035-000.

Wiest Lake is an approximately 74.04 acre Park located northeast of the City of Brawley. The park includes a lake, a camping area (RV and tent spaces), barbecue pits, armadas, restrooms with showers, and recreational hall. The park primarily serves the north end County residents. Access to the park is via Rutherford Road and includes onsite parking.

Wiest Lake is located northeast of Brawley, CA within the County of Imperial at 5351 Dietrich Road, Brawley, CA. SR Hwy 111 is west of the site; Rutherford Road is north of the site and Dietrich Road is east of the site.

Alamo River, a feedlot, Mulberry Drain and agricultural fields are found to the east of the project. Agricultural fields and the Moorhead Canal are found to the south. Agricultural fields are found to the west. Ruderal vegetation in vacant lots are found to the north.

1.2 PROJECT DESCRIPTION

This biological survey was done to inventory existing environmental status on the project site. This information will guide plans related to the preparation of a Conditional Use Permit (CUP).

The existing land has been used for the past fifty (50) plus years as a County Park. The proposed project will update the existing Wiest Lake Boat Launching Facility by demolishing the existing abutment and installing a new abutment to fit the new pile-guided boarding float. The new boarding float and piles will consist of the installation of an 8' wide by 50' long steel frame boarding float with concrete decking that will be attached to the boat launching ramp abutment and supported by three guide piles. The existing shade structures will be demolished and replaced with two new shade structures, one 24' wide by 140' long and the other 24' wide by 80' long. It is intended to add riprap at the footings of the shade structures that will protect the footings from lakeside erosion, and the covered by sand so vessels can still beach as they have historically.

Present usage includes: fishing, boating, water skiing/jet skiing, swimming, playground, picnic tables, BBQ grills, RV camping (partial and dry), and tent camping.

Additionally, improvements to the existing parking area are included in the proposed project, in which the parking area will be resurfaced and stripe to include a minimum of 19 vehicle-trailer parking spaces where one vehicle-trailer will be ADA compliant. 10 single-vehicle parking spaces and one accessible single-vehicle parking space will also be included. A single unit unisex ADA compliant boater restroom near boat launch ramp is also proposed. The

project also includes adjusting the existing storm drain and install a new one at the boat launching facility, site lighting and directional signage.

The project proposes to construct a six slip floating boat dock capable of handling up to twenty-one (21) foot boats. The floating dock would be thirty (30) feet long and attached to the shore via an adjustable ramp allowing for water levels to fluctuations. The floating dock will need to accommodate path of travel ADA requirements. Additionally, the existing parking lot at the park has become deteriorated and will require a resurfacing to allow for smoother and safer surface to the lake. Restriping of the parking lot will also be required.

Additionally, the project proposes to replace one (1) of the two (2) existing shoreline shade structure (ramada) which were built over fifty (50) years ago. The east structure is a safety hazard and needs to be removed and replaced. The shade structure is twenty-four (24) feet wide by one hundred thirty-four (134) feet long. It is used for personal shoreline breaching and picnicking, and provides much needed protection from the sun and heat of Imperial County.

A turbidity curtain (Tough-Guy® Floating Turbidity Barrier Type 1.DOT - specification sheet attached) will be installed to totally enclose construction activities within the watercourse and confine sedimentation within the construction area. Once project is awarded, Contractor will be responsible for providing the turbidity curtain for water depths, insure proper installation and to maintain until the construction activities within the watercourse is completed. Turbidity curtain will be a pre-assembled system, with a heavy vinyl coated fabric skirt supported by a floatation device encased in vinyl coated fabric. Dewatering, seawall construction, flow through, fish relocation, fish restocking, tree and plant relocation, or revegetation of lake banks will not be proposed for this project. Rip-rap will include filter fabric. Grouting is not included because it will not add value to the application. Sediment Control BMP's will be limited to the Silt Fence in accordance with Caltrans BMP# SE-1: Silt Fence. A map is attached which will illustrate where the equipment and machinery will be staged.

Project is estimated to be completed within 180 calendar days.

The County of Imperial is seeking a grant to construct a new floating boat dock with ADA access and the demolition and rebuilding of the existing shoreline shade structure (ramada) at Wiest Lake Park.

1.3 POSSIBLE APPLICABLE ENVIRONMENTAL REGULATIONS

1.3.1 STATE OF CALIFORNIA

California Environmental Quality Act (CEQA) Title 14 CA Code of Regulations 15380 requires that endangered, rare or threatened species or subspecies of animals or plants be identified within the influence of the project. If any such species are found, appropriate measures should be identified to avoid, minimize or mitigate to the extent possible the effects of the project.

Native Plant Protection Act CDFG Code Section 1900-1913 prohibits the taking, possessing, or sale within the state of any plant listed by CDFG as rare, threatened, or endangered. Landowners may be allowed to take these species if CDFG is notified at least 10 days prior to plant removal or if these plants are found within public right of ways.

CA Fish and Game Codes 3503, 3503.5, 3513 protect migratory birds, bird nests and eggs including raptors (birds of prey) and raptor nests from take unless authorized by CDFW.

CA Fish and Game Code Section 1600, as amended regulates activities that substantially diverts or obstructs the natural flow of any river, stream or lake or uses materials from a streambed. This can include riparian habitat associated with watercourses.

State of CA Fully Protected Species identifies and provides additional protection to species that are rare or face possible extinction. These species may not be taken or possessed at any time except for scientific research or relocation for protection of livestock.

California Endangered Species Act (CESA) protects all native species of fishes, amphibians, reptiles, birds, mammals, invertebrates, and plants, and their habitats, threatened with extinction and those experiencing a significant decline which, if not halted, would lead to a threatened or endangered designation, will be protected or preserved.

Porter-Cologne Water Quality Control Act, as amended is administered by the State Water Resource Control Board (SWRCB) to protect water quality and is an avenue to implement CA responsibilities under the federal Clean Water Act. This act regulates discharge of waste into a water resource.

1.3.1 FEDERAL

National Environmental Policy Act (NEPA: 42 United States Code (U.S.C.) 4321 et seq) established national environmental policy and goals for the protection, maintenance and enhancement of the environment. A process is available for implementation goals within federal agencies. NEPA requires federal agencies to consider the environment in processing proposed actions.

Endangered Species Act (ESA) of 1973 (16 U.S.C. 1531-1544) protects federal listed threatened and endangered species from unlawful take (harass, harm, pursue, hunt, shoot, kill, wound, collect, capture, trap or attempt to do so) or significantly modify habitat. If a proposed project would jeopardize a threatened or endangered species, then a Section 7 consultation with a federal agency could be required.

Migratory Bird Treaty Act (50 Code Federal Regulations (CFR) 10.13) is a federal statute with several foreign countries to protect species that migrate between countries. Over 850 species are listed and may not be disrupted during nesting activities. It is illegal to collect any part (nest, feather, eggs, etc.) of a listed species, disturb species while nesting or offer for trade or barter any listed species or parts thereof.

Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c) protects bald and golden eagles from take (harass, harm, pursue, hunt, shoot, kill, wound, collect, capture, trap or attempt to do so) or interference with breeding, feeding or sheltering activities.

Clean Water Act, 1972 (CWA 33 U.S.C. 1251 et seq.) regulates discharges into waters of the U.S. EPA is given the responsibility to implement programs to prevent pollution.

2.0 BIOLOGICAL SURVEY METHODOLOGIES

The purpose of the survey was to determine the inventory of biological resources at the time of the survey; the possibility of the existence of endangered, threatened, sensitive or species of concern within project area: map habitats, and ascertain the probability of the presence of sensitive species on site.

2.1 FIELD SURVEYS

2.1.1 GENERAL BIOLOGICAL SURVEY

The survey was intended to assess presence or the potential for species to occur based on habitat suitability.

California Natural Diversity Database (CNDDDB), California Native Plant Society database (CNPS), United States Fish and Wildlife Service (USFWS)/Carlsbad office Sensitive Species list, field guides, personal contacts and other methods were utilized to ascertain potential for sensitive species on the site. Appendix A Sensitive Botanical and Zoological Species (CNDDDB/CNPS) records the results of the survey; documents presence/absence and site potential of habitat for sensitive species.

Pedestrian biological survey of the approximately 1.6-acre project area and buffer zones, where possible, to document vegetation and animals was conducted by biologists Glenna Barrett, Jacob Calanno, Crystal Shore and Michel Remington as indicated in Table 1: Field Survey Schedule. The surveys were conducted to develop an inventory of species (plant and animal) present at the time of the surveys, map vegetative communities, if present and ascertain the potential for occurrence of sensitive, endangered or threatened species within the project area and vicinity.

TABLE 1: FIELD SURVEY SCHEDULE

Date/Conditions	Surveyors	Survey Time
2/06/24 55-56°F 76-100% cloud cover, 4-8 mph	Glenna Barrett, Jacob Calanno, Crystal Shore, Michel Remington	0730-0830
3/1/24	Glenna Barrett, Marie Barrett	0800-0930

Date/Conditions	Surveyors	Survey Time
Total all surveyors		7 hrs.

Garmin GPS, binoculars, thermometer, anemometer and digital cameras were used.

2.1.2 JURISDICTIONAL DELINEATION

FEMA Map 06025C1050C rates the area as Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% Annual Chance Flood: Area: Zone A: No base flood elevations determined.

Although the proposed project site is within Zone A per Federal Emergency Management no housing project is being proposed. The proposed project is to place a floating boat dock, replace shade structure and resurfacing/restriping of existing parking lot. Although the proposed project is within a 100-year flood hazard, the proposed improvements do not appear to impede or redirect the flood flow.

There are no blue line waterways on the map (Quadrangle Map: Wiest).

There are drainage ditches and canals in the vicinity that would not meet the criteria for wetlands by either USACE or CDFW; the habitat should not be considered jurisdictional by either agency. The project does not propose to alter the existing drainage pattern of the site or area, including alteration of the course of a stream or river. This project will not adversely affect either water conveyance systems. The drainage ditches and canal adjacent to the project are operated by the IID. These drainage ditches and canal connect upgradient and downgradient to offsite properties with agricultural activities that would continue to operate. The project will not terminate their operation or function for agricultural purposes. Therefore, these drainage ditches, canal, would still be covered per the USACE Section 404(f) exemptions.

The site has an existing water connection to the Moorhead Canal for incoming water and outflow to Alamo River, if needed.

2.2 LITERATURE REVIEW

Potential occurrence for endangered, threatened, sensitive, species of concern and noxious weeds was determined by perusal of appropriate data bases which included:

- CA Natural Diversity Database (CNDDDB) Summary attached in Appendix A
- CA Native Plant Society (CNPS) Rare Plant Program Summary attached in Appendix A
- USFWS Bird Species of Conservation Concern Summary attached in Appendix A

- UFWs Critical Habitat for Threatened & Endangered Species Website
- CA Food and Agriculture Department Noxious Weed Information Project

3.0 EXISTING CONDITIONS

3.1 TOPOGRAPHY AND SOILS

This construction site is located in Imperial County and is found in the central part of the county. Landforms are alluvial fans derived from igneous rock and are typically sand to fine sand. The soil types are Holtville silty clay (109) 0.2% description includes slope:0 to 2 percent, depth to restrictive feature: More than 80 inches, Drainage class: Well drained, Runoff class: Low; Capacity of the most limiting layer to transmit water (Ksat):Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: More than 80 inches; Frequency of flooding: None; Frequency of ponding: None.

Indio-Vint complex (119) 91.1% Slope:0 to 2 percent; Depth to restrictive feature:More than 80 inches; Drainage class: Well drained; Runoff class: Low; Capacity of the most limiting layer to transmit water (Ksat):Moderately high to high (0.57 to 1.98 in/hr); Depth to water table:More than 80 inches; Frequency of flooding: None; Frequency of ponding: None.

The elevation on this site is approximately -162 feet (below mean sea level).

3.2 VEGETATION

3.2.1 VEGETATION COMMUNITY

Vegetation has been divided into communities that are groups of plants that usually coexist within the same area. This area is considered the Colorado Desert. No native vegetation is present as this area has been converted into agricultural property.

TABLE 2: VEGETATIVE COMMUNITIES

Parcels	Acreage	Description	Vegetative Communities
5351 Dietrich Road Brawley, CA	Approximately 1.6 of 74 acres	Recreational facility	Sparse riparian, ruderal and residential trees

3.2.2 AGRICULTURE

Site has been used for water recreation and camping activities for the last 50 years but is in area zoned for Agriculture.

3.2.3 VEGETATION

The site is used for water recreation and camping activities. Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (California Department of Fish and Wildlife) states that it is appropriate to conduct a botanical field survey when:

Natural (or naturalized) vegetation occurs in an area that may be directly or indirectly affected by a project (project area), and it is unknown whether or not special status plants or sensitive natural communities occur in the project area.

No natural or naturalized vegetation occurs in this water recreation and camping facility. This property has been dedicated to these activities for decades (50 years) thus eliminating any native species through practices which include use of boating ramp, asphalt parking areas, play areas, camping.

3.3 WILDLIFE

3.3.1 INVERTEBRATES

The project site is used for water recreation and camping activities. Typical urban pests such as ants, grasshoppers, aphids, beetles would be expected; identified in Appendix C.

3.3.2 AMPHIBIANS

Reliable moisture is a requirement for a portion of amphibian life cycle. The project site is used for water recreation and camping activities and amphibians could be expected. No amphibians were observed on site.

3.3.3 REPTILES

The project site is used for water recreation and camping activities. Reptiles utilize habitat dependent upon their dietary requirements. Some species diet includes vegetation while others consume insects. All require vegetation for shelter. No lizards were found and would not be expected on the construction area due to the disturbed nature of the site.

3.3.4 BIRDS

Bird species diversity varies with seasons, variety and quality of vegetative communities.

Birds were observed in the vicinity. List of species observed is found in Appendix C.

3.3.5 MAMMALS

Signs of mammals were observed on sites but were assumed to be canines and pocket gophers. Bats are not expected; roosting sites are not available. The mammals that were found are identified in Appendix C.

3.3.6 FISH

The project site is used for water recreation and camping activities. Fish would be expected in Wiest Lake.

3.4 SENSITIVE BIOLOGICAL RESOURCES

3.4.1 SPECIAL STATUS SPECIES

TABLE 3. SPECIAL-STATUS WILDLIFE SPECIES WITH POTENTIAL TO OCCUR ON SITE

Special-Status Species	Legal Status	Found	Potential for Occurrence
Burrowing owl (BUOW) <i>Athene cunicularia</i>	Federal: None State: CSC	No BUOW or burrows observed	No active burrows were found onsite. Due to wetness of area, nesting or burrows not expected As a result of the characteristics of the facility and the absence of burrows, no further BUOW surveys will be necessary
Flat-tailed horned lizard (FTHL) <i>Phrynosoma mcallii</i>	Federal: None State: Protected, Species of Special Concern	No	Highly disturbed recreational area. No loose, sandy soils occur on site. No FTHL, scat or tracks were identified in the general biological survey. This area is not within a FTHL Management Area. Not expected
Le Conte's thrasher <i>Toxostoma lecontei</i>	CDFW: Species of Concern	No	Highly disturbed recreational acreage with no available nesting opportunities; not expected; not observed
Loggerhead shrike <i>Lanius ludovicianus</i>	CDFW: Species of Concern	No	Very low on site - Highly disturbed acreage with sparse available nesting opportunities. Lizards which are prey were not seen. Not observed
Northern Harrier <i>Circus cyaneus</i>	CDFW: SC Species of Concern	No	Populations of prey observed and could be found hunting in area but not nesting
Yuma clapper rail (Ridgeway Rail)	Fed: Endangered	No	None observed or heard; cattails /phragmites not found in dense stands. Not expected due to recreational

<i>Rallus longirostris yumanensis</i>	Ca: Threatened		activities on site which would repel these shy species.
Clark's Grebe <i>Aechmophorus clarkii</i>	BBC Bird of Conservation Concern	Yes	Habitat is favorable; observed on site; not expected to breed on site. Would be found on open water, not in construction area

3.4.2 RIPARIAN HABITAT OR SENSITIVE NATURAL COMMUNITIES

Based upon the level of disturbance or habitat conversion within adjacent areas, vegetative communities are considered rare or sensitive. Rare vegetation types that are converted and degraded can disrupt the integrity of the ecological functions of natural environments. This can lead to the loss of sensitive plant species and a resulting decrease in biodiversity. Wetland or riparian habitat communities are considered sensitive by CDFW.

3.4.3 Jurisdictional Waters

Wetlands and other “waters of the United States” that are subject to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act are under the jurisdiction of the U.S. Army Corp of Engineers (ACOE).

This project does not propose to do any of the following:

- 1) substantially obstruct or divert the natural flow of any river, stream, or lake;
 - 2) substantially change or use any material from the bed, channel, or bank of any river, stream, or lake;
 - 3) deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake
- therefor a Streambed Alteration Permit would not be required.

3.4.4 Habitat Connectivity and Wildlife Corridors

The ability for wildlife to freely move about an area and not become isolated is considered connectivity and is important to allow dispersal of a species to maintain exchange genetic characteristics; forage (food and water) and escape from predation.

3.4.5 California Desert Conservation Area (CDCA)

This project is not within or immediately adjacent to an Area of Critical Environmental Concern (ACEC) of the CDCA.

4.0 PROPOSED PROJECT IMPACT

The proposed impacts are summarized in this section.

4.1 IMPACT TO SPECIAL STATUS SPECIES

If this project has a substantial adverse effect, either directly or through habitat modification or elimination, on any plant or animal species that is considered endangered, threatened, candidate for listing or special status species either through federal or state regulations, this project would be considered to have a significant impact.

4.1.1 BIOLOGICAL RESOURCES

No special status and priority plants or animals were observed (Appendix A). The approximately 1.6 acres of construction area within the 74 acre site are highly disturbed due to recreational activities over the past 50 years and no adverse impact is expected directly on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service when avoidance, minimization and mitigation recommendations are followed.

No biological resources such as nests were found except for highly degraded, old swallow nests. The sparse riparian vegetation (cattails and phragmites) in the area of construction would not support nesting.

4.1.2 SENSITIVE WILDLIFE

4.1.2.1 MBTA NESTING

Construction Impact

Ground nesting species, such as lesser nighthawk, black-necked stilt or killdeer could use the bare ground in the vicinity of the construction activity.

If construction is planned to begin during nesting season (generally February 1 through August 31 dependent upon weather factors), the project area and a 500-foot buffer area should be surveyed to determine presence/absence of nesting. If nests are found, an appropriate buffer zone for the species should be maintained during construction until juveniles have fledged.

The residential trees in the vicinity of the project could support MBTA nesting and should be surveyed and monitored.

The water level will be lowered to permit construction activities. The contractor will contain any construction debris with different best management practices using netting or other types of containment measures. The sparse riparian vegetation (cattails and phragmites) in the area of construction would not support nesting.

There is sparse riparian vegetation in the vicinity of the construction activity due to recreational activities. If possible, any vegetation will be avoided.

Operations and Maintenance Indirect Impact

The construction of the proposed project will update the existing Wiest Lake Boat Launching Facility by demolishing the existing abutment and installing a new abutment to fit the new pile-guided boarding float. The new boarding float and piles will consist of the installation of an 8' wide by 50' long steel frame boarding float with concrete decking that will be attached to the boat launching ramp abutment and supported by three guide piles. The existing shade structures will be demolished and replaced with two new shade structures, one 24' wide by 140' long and the other 24' wide by 80' long. Existing electrical components will be updated to current safety standards.

The new facilities will be built to current safety and ADA compliant standards which will reduce operations and maintenance activities.

There is sparse riparian vegetation in the vicinity of the construction activity due to recreational activities. If possible, any vegetation will be avoided.

No electrocution hazards would be expected with the updated safety features.

4.2 IMPACT TO RIPARIAN HABITAT OR SENSITIVE NATURAL COMMUNITIES

The distribution of riparian plant species is largely driven by hydrological and soil variables and riparian plant communities frequently occur in relatively distinct zones along streamside elevational and soil textural gradients.

There is sparse riparian vegetation (cattails and phragmites) found on site in the area of watercraft activities, therefore this project should not have a substantial adverse effect on any riparian habitat.

4.3 IMPACT TO JURISDICTIONAL WATERS

There are no wetlands or waters of the U.S. found on site; therefore this project will have no impact on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc. through direct removal, filling, hydrological interruption, or other means.

The water level of the lake will be lowered to avoid construction impacts.

4.4 IMPACT TO WILDLIFE MOVEMENT AND NURSERY SITES

The existing land has been used for the past fifty (50) plus years as a County Park. This project site is in a recreational community and subjected to continuous disturbance such as boating, swimming, camping, parking, among other activities. Site is located to the east of SR 111, south of Rutherford Road; west of Dietrich Road and as a result of these existing barriers, the project will not interfere substantially with the currently restricted movement

of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

4.5 IMPACT TO AIRPORTS

This project has no components that will attract avian populations that would impact airports. It is approximately 3.5 miles from Brawley Airport, CA, which is the closest airport. No impact upon airports is expected.

4.6 CEQA IMPACTS

Possible CEQA significant impacts that could include the following within the parameters of this project are found in the following Table 4.

TABLE 4: EXPECTED IMPACTS

Area	Endangered/threatened/ Species of Concern Habitat	Riparian Habitat	Wetlands	Wildlife Corridors	Local Ordinances	Waters of the U.S.
Approximately 1.6 acres of construction	None with avoidance/minimization/mitigation measures listed	No	No	No	No	No

5.0 RECOMMENDED AVOIDANCE, MINIMIZATION AND MITIGATION MEASURES

5.1 SENSITIVE WILDLIFE

5.1.1 BURROWING OWL

One BUOW protocol survey has been completed. This habitat is not conducive to BUOW burrowing habitat. No BUOW or burrows were observed or expected; therefore no further BUOW surveys would be required. CNDDDB records a BUOW present within 1 mile in an agricultural setting. A preconstruction survey should be performed 14-30 days and 24 hours prior to initiating ground disturbance. Report should be submitted to the appropriate agency.

Although no signs of BUOW or available burrows have been located within the vicinity, it is recommended that construction foremen and workers and onsite employees be given bilingual worker training by a qualified biologist regarding burrowing owl that would include the following:

- Description of BUOW
- Biology
- Regulations (CDFW/USFWS)
- Wallet card with picture/guidelines for protecting owl and wildlife
- Notification procedures if owl (dead, alive, injured) is found on or near site

A sign-in should be obtained and the training materials and sign-in sheet should be submitted to appropriate agency.

Minimization Measures

Although no signs of BUOW or available burrows have been located within the vicinity, it is recommended to avoid direct or indirect impacts to BUOW, a preconstruction survey for this species should be conducted. If BUOW is present, mitigation will be required. Minimization measures could include preconstruction surveys within 14-30 days and 24 hours of start of ground breaking activities and bilingual worker training.

Mitigation Measures

1. If occupied burrows are found on site, and if necessary, the burrows shall be passively relocated by a qualified biologist outside of nesting season and an appropriate number of artificial burrows shall be installed. If possible, these burrows shall be installed as close as possible to the passively relocated burrows. A Burrowing Owl Plan should be prepared to address activities and conservation efforts and submitted to CDFW.
2. If not in the active construction areas, the occupied burrows can be sheltered in place with appropriate materials under the supervision of a qualified biologist and consultation with CDFW.
3. If occupied burrows are sheltered, a biological monitor shall monitor areas of active construction; schedule to be determined by qualified biologist. This biologist will ensure that the project complies with these mitigation measures and will have the authority to halt activities if they are not in compliance. The biologist will inspect the construction areas periodically for the presence of BUOWs.
4. If work is stopped for longer than 30 days, area will be resurveyed prior to restart of construction.

5.1.2 MIGRATORY BIRDS AND NON-MIGRATORY BIRD SPECIES

If construction is scheduled to begin during nesting season, generally considered to be between February and August dependent upon weather conditions as determined by a qualified biologist, a survey for nesting birds should be performed within 3-7 days of groundbreaking activities on project site. Dependent upon species found, appropriate buffer zones will be established by a qualified biologist. If construction is delayed or halted for over 2 weeks during nesting season, a nesting bird survey should be conducted with 3-7 days of resumption of construction.

Presence of nesting birds should be monitored throughout the year. Ground nesting species could be present during the nesting season.

It is recommended that construction foremen and workers and onsite employees be given bilingual worker training by a qualified biologist regarding nesting birds that would include the following:

- Description of BUOW and birds covered under MBTA and likely to be found on project
- Biology
- Regulations (CDFW/USFWS)
- Notification procedures if bird (dead, alive, injured) is found on or near site

A sign should be obtained and the training materials and sign in sheet should be submitted to appropriate agency.

A biologist should be consulted immediately if a dead or injured bird is found on site.

5.1.2 INVASIVE PLANTS

Any saltcedar found on construction site should be removed in a manner that will not distribute plant seeds or plant material as overseen by project biologist prior to construction. Use of covered trailers to remove invasive species to an approved landfill is recommended.

Equipment brought onsite should be clean to prevent importing invasive species to site.

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APPENDIX A
SENSITIVE BOTANICAL AND
ZOOLOGICAL SPECIES
(CNDDDB/CNPS) SPECIES

APPENDIX A
SENSITIVE BOTANICAL AND ZOOLOGICAL SPECIES (CNDDDB/CNPS/ICaP)
Weist Quadrangle (Nine Quad Search) 2/2024

BOTANICAL SPECIES	STATUS¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Giant spanish needle <i>Palafoxia arida</i> <i>var. gigantea</i>	CNPS 1B.2	The erect, slender stem grows 30–60 cm tall, branching in the lower half and is sparsely leaved. It is glandular and hairy on the upper parts. The glabrous, glandular leaves are lanceolate, 3–20 mm wide and 4–7.5 cm long, and are arranged alternately.	These are drought-tolerant, annual herbs growing on sandy plains, dunes, deserts (Mojave desert, Sonoran desert) and rangeland, native to North America and Mexico.	Not observed; no habitat
Algodones Dunes sunflower <i>Helianthus niveus</i> <i>ssp. tephrodes</i>	CNPS 1B.2	Perennial herb, Annual herb. Yellow flower	Sandy desert areas, creosote bush scrub, Algodones Dunes, Imperial Co. Blooming period: March to May, October to January	No sandy habitat. Not observed.
Munzs cholla <i>Cylindropuntia munzii</i>	CNPS 1B.3	Cylindropuntia munzii has cylindrical, upright branches that can reach up to two to three feet in height and width. The branches are densely covered with spines that appear fuzzy because of the numerous glochids. The flowers of this plant appear in the spring and summer and are typically red or pink in color.	It is native to Southern California in the United States and parts of Mexico.	No habitat. None observed.

BOTANICAL SPECIES	STATUS ¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Wiggins croton <i>Croton wigginsii</i>	CNPS: 2B.2	Up to 3 feet (1 m), usually shorter. Shrub or Subshrub; stems generally erect. Leaves: Gary-green, leaves simple, margins entire; alternate, short petiole, leaf shape variable from narrowly elliptical to linear-oblong; hairs generally stellate. Flower Color: White or cream colored "flowers" on a raceme; plants dioecious, pubescence of stellate hairs or scale-like; fruit is a 3-lobed or spheric capsule	Sandy areas and sand dune communities.	No habitat
Abrams spurge <i>Euphorbia abramsiana</i>	CNPS: 2B.2	an annual herb that is native to California, and also found elsewhere in western North America.	an annual herb that is native to California, and also found elsewhere in western North America.	No habitat. None observed.
Peirsons milk-vetch <i>Astragalus magdalenae</i> var. <i>peirsonii</i>	CNPS: 1B.2 State: Endangered	a perennial herb that is native to California, and also found in Baja California and Arizona.	a perennial herb that is native to California, and also found in Baja California and Arizona.	No habitat. None observed.
gravel milk-vetch <i>Astragalus sabulorum</i>	CNPS: 2B.2	It is native to the Southwestern United States and California, from desert to mountain habitats. This is a hairy annual herb with stems up to about 26 centimeters long. Leaves are a few centimeters long and are made up of several hairy oval-shaped leaflets.	It is native to the Southwestern United States and California, from desert to mountain habitats. This is a hairy annual herb with stems up to about 26 centimeters long.	No habitat. None observed.
pink fairy-duster <i>Calliandra eriophylla</i>	CNPS: 2B.3	The flowers, which appear between late winter and late spring, have dense clusters of pale to deep pink stamens and are about 5 cm (2 in) wide.	is a low spreading shrub which is native to deserts and arid grasslands in California, Arizona, New Mexico, Texas, and Mexico.	No habitat. None observed.
Baja peninsula rushpea <i>Hoffmannseggia peninsularis</i>	CNPS: 1B.1	a perennial shrub that is native to California, and also found in Baja California.	a perennial shrub that is native to California, and also found in Baja California.	No habitat. None observed.

BOTANICAL SPECIES	STATUS ¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
sand food <i>Pholisma sonorae</i>	CNPS: 1B.2	its fleshy stem extending up to two meters (six feet) below the surface and emerging above as a small rounded or ovate form. It may be somewhat mushroom-shaped if enough sand blows away to reveal the top of the stem.	a perennial herb which grows in sand dunes,	No habitat. None observed.
roughstalk witch grass <i>Panicum hirticaule</i> ssp. <i>hirticaule</i>	CNPS: 2B.1	This is an annual bunchgrass growing 10 to 80 centimeters tall and bearing hairy leaves up to 15 centimeters long. The inflorescence is a branching panicle up to 12 centimeters long with rounded spikelets at nodes.	In North America it is native to the Southwestern United States and Mexico. Its distribution extends throughout Central and South America. It grows in many types of habitat, including disturbed areas.	No habitat. None observed.
slender cottonheads <i>Nemacaulis denudata</i> var. <i>gracilis</i>	CNPS List 2B.2	an annual herb that is native to California, and also found in Baja California; Sonora, Mexico and Arizona. 0.13 - 1.3 ft tall	an annual herb that is native to California, and also found in Baja California; Sonora, Mexico and Arizona.	None observed; No desert habitat
glandular ditaxis <i>Ditaxis claryana</i>	CNPS List 2B.2	Perennial herb, Annual herb 0.33 - 1.6 ft tall	is native to California, and also found in Sonora, Mexico and Arizona.	None observed; No desert habitat

ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Birds				
mountain plover <i>Charadrius montanus</i>	SSC		Nests typically found in low shrubs less than five feet off the ground. It is constructed of a variety of materials including weeds, grass, strips of bark, spider webs and plant fibers. It is lined with finer, softer matter.	No Bermuda or alfalfa habitat available; none observed does not nest here
western snowy plover <i>Charadrius nivosus nivosus</i>	SSC Fed: Threatened	Their back is pale tan while their underparts are white, and have dark patches on the sides of their neck which reach around onto the top of their chest. Juveniles are similar to nonbreeding adults, but have scaly pale edging on their back feathers.	This plover inhabits open areas in which vegetation is absent or sparse, in particular coastal sand beaches and shores of salt or soda lakes, where it feeds on invertebrates such as crustaceans, worms, beetles, and flies.	Some habitat. None observed.
wood stork <i>Mycteria americana</i>	SSC	The head and neck are bare of feathers, and dark grey in color. The plumage is mostly white, with the exception of the tail and some of the wing feathers, which are black with a greenish-purplish sheen. The juvenile differs from the adult, with the former having a feathered head and a yellow bill, compared to the black adult bill.	The wood stork's habitat can vary, but it must have a tropical or subtropical climate with fluctuating water levels. The one-meter-diameter (3.3-foot) nest is found in trees, especially mangroves and those of the genus <i>Taxodium</i> , usually surrounded by water or over water. The wood stork nests colonially.	No habitat. None observed.
black storm-petrel <i>Hydrobates melania</i>	SSC	a small seabird of the storm petrel family <i>Hydrobatidae</i> . It is 23 cm in length, with a wingspan of 46–51 cm.	The species breeds colonially on islands off the southern California coast of the United States and off the Baja Peninsula and Gulf of California of Mexico. Nesting sites are usually in rock crevices, occasionally in small burrows in soft earth. It also uses unused burrows from auklets. Colonies are attended nocturnally in order to avoid predatory birds such as gulls, hawks and owls.	No habitat. None observed.

ZOOLOGICAL SPECIES	STATUS ¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/ SITE POTENTIAL
Birds				
yellow-headed blackbird <i>Xanthocephalus xanthocephalus</i>	SSC	<p>Measurements: Length: 8.3-10.2 in (21-26 cm) Weight: 1.6-3.5 oz (44-100 g) Wingspan: 16.5-17.3 in (42-44 cm) Yellow-headed blackbirds are considered to be relatively large blackbirds with large, yellow heads. Their name derives from the Greek word for yellow, xanthous, and the word for head, cephalus</p>	<p>These birds migrate in the winter to the southwestern United States and Mexico. They often migrate in huge flocks with other species of birds. The only regions of the United States where these blackbirds are permanent residents are the San Joaquin Valley and the Lower Colorado River Valley of Arizona and California.</p>	<p>Some sparse habitat. None observed.</p>
white-tailed kite <i>Elanus leucurus</i>	FP	<p>The coloration of the white-tailed kite is gull-like, but its shape and flight is falcon-like, with a rounded tail. Mainly white underneath, it has black wingtips and shoulders. A mid-sized kite, it measures 35–43 cm (14–17 in) in length, spans 88–102 cm (35–40 in) across the wings and weighs 250–380 g (8.8–13.4 oz). Both the wings and tail are relatively elongated, and the tarsus measures around 3.6 cm (1.4 in).</p>	<p>is a small raptor found in western North America and parts of South America. They can be found in the Central Valley and southern coastal areas, open land around Goleta including the Ellwood Mesa Open Space. Elsewhere in California, they are still rare or absent. They are also found from southern Texas and eastern Mexico to the Baja California Peninsula.</p>	<p>Could hunt in area; None observed.</p>

ZOOLOGICAL SPECIES	STATUS ¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
least bittern <i>Ixobrychus exilis</i>	SSC	The least bittern is one of the smallest herons in the world, with perhaps only the dwarf bittern and the black-backed bittern averaging smaller in length. It can measure from 28 to 36 cm (11 to 14 in) in length, and the wingspan ranges from 41 to 46 cm (16 to 18 in). Body mass is from 51 to 102 g (1.8 to 3.6 oz), with most least bitterns weighing between 73 and 95 g (2.6 and 3.4 oz), making this perhaps the lightest of all herons.	These birds nest in large marshes with dense vegetation from southern Canada to northern Argentina. The nest is a well-concealed platform built from cattails and other marsh vegetation. The female lays four or five eggs, in extreme cases from two to seven. The eggs are pale blue or green. parse	Sparse habitat. None observed.
loggerhead shrike <i>Lanius ludovicianus</i>	SSC	The loggerhead shrike is a medium-sized passerine. "Loggerhead" refers to the relatively large size of the head as compared to the rest of the body. The wing and tail length are about 3.82 in (9.70 cm) and 3.87 in (9.83 cm) long, respectively. It weighs on average 1.8 oz (50 g), with a range of 1.6–2.1 oz (45–60 g) for a healthy adult shrike.	The bird requires an open habitat with an area to forage, elevated perches, and nesting sites. They are often found in open pastures or grasslands and appear to prefer red-cedar and hawthorn trees for nesting. The hawthorn's thorns and the cedar's pin-like needles protect and conceal the shrike from predators.	No habitat. None observed.
black tern <i>Chlidonias niger</i>	SSC	Adults are 25 cm (10 in) long, with a wingspan 61 cm (24 in), and weigh 62 g (2+1/8 oz). They have short dark legs and a short, weak-looking black bill, measuring 27 mm (1+1/16 in), nearly as long as the head. The bill is long, slender, and looks slightly decurved. They have a dark grey back, with a white forewing, black head, neck (occasionally suffused with grey in the adult) and belly, black or blackish-brown cap (which unites in color with the ear coverts, forming an almost complete hood), and a light brownish-grey, 'square' tail. The face is white.	Their breeding habitat is freshwater marshes across most of Canada, the northern United States and much of Europe and western Asia. They usually nest either on floating material in a marsh or on the ground very close to water, laying 2–4 eggs.	No habitat. None observed.
gull-billed tern <i>Gelochelidon nilotica</i>	SSC	This is a fairly large and powerful tern, similar in size and general appearance to a Sandwich tern, but the short thick gull-like bill, broad wings, long legs and robust body are distinctive.	The gull-billed tern breeds in colonies on lakes, marshes and coasts (including bays and earthen levees). It nests in a ground scrape and lays two to five eggs. While widely distributed in freshwater areas in Eurasia, it is associated almost solely with saltwater, coastal areas in North America.	No saltwater. None observed.

ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
black skimmer <i>Rynchops niger</i>	SSC	The black skimmer is the largest of the three skimmer species. It measures 40–50 cm (16–20 in) long with a 107–127 cm (42–50 in) wingspan This species ranges from 212 to 447 g (7.5 to 15.8 oz), with males averaging about 349 g (12.3 oz), as compared to the smaller females 254 g (9.0 oz).	They spend much time loafing gregariously on sandbars in the rivers, coasts and lagoons they frequent.	No sandbar habitat observed. None observed.
Clark Grebe <i>Aechmophorus clarkii</i>	BCC	22-29" (56-74 cm). Very much like Western Grebe, but white on face extends narrowly above eye; bill brighter orange-yellow. Voice also differs. In winter, some birds appear to have intermediate face patterns, may not be safely identified.	Breeds on marshy lakes, where it builds a floating nest of vegetation. Mostly found on saltwater bays and open ocean in winter, but also lakes. https://www.audubon.org/field-guide/bird/clarks-grebe	Observed on site; not expected to breed on site
Western grebe	BCC	22-29" (56-74 cm). Slender, long-necked, long-billed, sharply black and white	Rushy lakes, sloughs; in winter, bays, ocean. Summers mainly on fresh water lakes with large areas of both open water and marsh vegetation; rarely on tidal marshes. Winters mainly on sheltered bays or estuaries on coast, also on large fresh water lakes, rarely on rivers.	Not observed; could be occasional visitor would not breed in area
Le Contes thrasher <i>Toxostoma lecontei</i>	SSC	LeConte's thrasher weighs from 55 to 75 g (1.9 to 2.6 oz) and are 24.5–29 cm (9.6–11.4 in), and there is no sexual dimorphism within the species.[10] Their wings are typical of birds that are sedentary, as they are short and rounded.	is a pale bird found in the southwestern United States and northwestern Mexico. It prefers to live in deserts with very little vegetation, where it blends in with the sandy soils.	No habitat observed. None observed.
short-eared owl <i>Asio flammeus</i>	SSC	Owls belonging to genus <i>Asio</i> are known as the eared owls, as they have tufts of feathers resembling mammalian ears. These "ear" tufts may or may not be visible. The short-eared owl will display its tufts when in a defensive pose, although its very short tufts are usually not visible.	The short-eared owl is found in open country and grasslands.	No habitat. None observed.
least Bells vireo <i>Vireo bellii pusillus</i>	Fed: Endangered State: Endangered CDFW: SSC	It is dull olive-gray above and whitish below. It has a faint white eye ring and faint wing bars. Measurements: Length: 4.5-4.9 in (11.5-12.5 cm) Weight: 0.3-0.3 oz (7.4-9.8 g) Wingspan: 6.7-7.5 in (17-19 cm)	Bell's vireos often use dense shrubbery including willows , mulefat , California wild rose, mugwort (<i>Artemisia douglasiana</i>), Fremont cottonwood (<i>Populus fremontii</i>), and Western poison oak (<i>Toxicodendron diversilobum</i>) shrubs or vines as nesting locations.	Some habitat observed. None observed.

<p>large-billed savannah sparrow <i>Passerculus sandwichensis rostratus</i></p>	<p>SSC</p>	<p>The Savannah sparrow has a typically sparrow-like dark-streaked brown back, and whitish underparts with brown or blackish breast and flank streaking.</p>	<p>breeds mainly in the delta of the Colorado River and adjacent coasts of the Gulf of California in northeastern Baja California (perhaps south to San Felipe) and south to about latitude 30° N in northwestern Sonora, Mexico (AOU 1957, Miller et al. 1957, Wheelwright and Rising 1993).</p>	
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ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
yellow warbler <i>Setophaga petechia</i>	SSC	Depending on subspecies, it may be between 4 and 7 inches (c.10–18 cm) long, with an average wingspan of about 7.8 in (20 cm). They weigh 0.25–0.88 oz (7–25 g), varying between subspecies and whether on migration or not, globally averaging about 0.56 oz (16 g) but only some 0.34 oz (9–10 g) in most breeding adults of the United States populations. The summer males of this group are generally the yellowest "warblers" wherever they occur.	The breeding habitat of Yellow Warblers is typically riparian or otherwise moist land with ample growth of small trees, in particular willows.	Minimal thickets or habitat available; none observed

Yuma Ridgeway rail <i>Rallus obsoletus yumanensis</i>	Fed:Endangered Ca: Threatened	A chickenlike marsh bird with a long, slightly drooping bill and an often upturned tail. Light brownish with dark streaks above. Rust-colored breast; bold, vertical gray and white bars on the flanks; white undertail coverts	Lives in freshwater and brackish marshes. Prefers dense cattails, bulrushes, and other aquatic vegetation. Nests in riverine wetlands near upland, in shallow sites dominated by mature vegetation, often in the base of a shrub. Prefers denser cover in winter than in summer. Very shy.	None observed or heard; Cattails not found in dense stands; no suitable habitat on site. Too much activity for this shy species
Burrowing Owl <i>Athene cunicularia</i>	CDFW: SC Species of Concern	Small raptors that nest in burrows that have been borrowed from other species in open grassland areas. Have adapted well in Imperial County using canals/drains/ditches to establish burrows and foraging for insects in agricultural fields	Open, dry annual or perennial grasslands; deserts & scrublands	No owls or burrows found on site.
American white pelican <i>Pelecanus erythrorhynchos</i>	SSC	The American white pelican rivals the trumpeter swan, with a similar overall length, as one of the longest birds native to North America. Both very large and plump, it has an overall length of about 50–70 in (130–180 cm), courtesy of the huge beak which measures 11.3–15.2 in (290–390 mm) in males and 10.3–14.2 in (260–360 mm) in females.	In winter quarters, they are rarely found on the open seashore, preferring estuaries, bays, and lakes. They cross deserts and mountains but avoid the open ocean on migration. But stray birds, often blown off course by hurricanes, have been seen in the Caribbean.	None observed; could be occasional visitor.
Gila woodpecker <i>Melanerpes uropygialis</i>	SSC	The back and wings of this bird are spotted and barred with a black and white zebra-like pattern. The neck, throat, belly and head are greyish-tan in color.	is a medium-sized woodpecker of the desert regions of the sw United States and western Mexico. In the U.S., they range through sw California, southern Nevada, Arizona, and New Mexico.	No suitable habitat, may fly through site

ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Vermillion flycatcher <i>Pyrocephalus rubinus</i>	CDFW SC Species of Concern	Length: 5 inches The adult male has a Bright red cap, throat and underparts; with a Black eyeline, nape, back, wings, and tail The Immature male similar to female but has variable amount of red on underparts. The female and immature has Brown upperparts with White underparts with faint streaks on breast with an undertail coverts tinged pink The adult male Vermilion Flycatcher is very distinctive. The female and immatures are more nondescript but the streaking on the breast and pink tinge to the undertail coverts distinguish them from other flycatchers.	Frequents streams and ponds in arid areas; agricultural areas	None observed; could fly through area
Crissal Thrasher <i>Toxostoma crissale</i>	CDFW Species of Concern	A large thrasher found in the Southwestern United States to central Mexico. The bird grows to 32 cm (12.5 inches), and has a deeply curved bill. It can be found near water in dense underbrush, and in the low desert near canyon chaparral; seldom flies in the open.	Dense vegetation along streams/washes in mesquite/willows/arrowweed	None observed; no streams or washes or dense vegetation
Marbled Godwit <i>Limosa fedoa</i>	BCC	18" (46 cm). A very large sandpiper, evenly warm brown, with dark barring (heavier in summer). Long, slightly upcurved bill has pink at base. In flight, shows bright cinnamon in wings. Long-billed Curlew has similar pattern but different bill shape.	Prairies, pools, shores, tideflats. Breeds mostly on northern Great Plains, in areas of native prairie with marshes or ponds nearby. Localized populations also nest on tundra at James Bay, Ontario, and on Alaska Peninsula. In migration and winter around tidal mudflats, marshes, ponds, mainly in coastal regions. https://www.audubon.org/field-guide/bird/marbled-godwit	Not observed could be an occasional visitor to are

ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Costa Hummingbird	BBC	3 1/2" (9 cm). Adult male has purple crown and throat, with gorget feathers extending back to point. Female smaller and shorter-billed than female Anna's or Black-chinned, with shorter tail, paler belly, different voice	Deserts, washes, sage scrub. Mostly in dry and open habitats having a good variety of plant life, such as washes and streamsides in Sonoran desert, lower parts of dry canyons, coastal sage scrub. Rarely moves up into mountain meadows after breeding season. https://www.audubon.org/field-guide/bird/Costa-Hummingbird	None observed; not expected no habitat
California Black Rail	CDFW: Threatened	The smallest of all rails, the black rail is slate-colored, with a black bill, red eyes and a white-speckled back. The legs are moderately long and the toes are unwebbed. The sexes are similar.	Most commonly occurs in tidal emergent wetlands dominated by pickleweed or in brackish marshes with bulrushes in association with pickleweed. In freshwater, usually found in bulrushes, cattails, and saltgrass and in immediate vicinity of tidal sloughs. Typically occurs in the high wetland zones near upper limit of tidal flooding, not in low wetland areas with considerable annual or daily fluctuations in water levels. Nests are concealed in dense vegetation, often pickleweed, near upper limits of tidal flooding	No suitable habitat; no pickleweed; none observed

ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/ SITE POTENTIAL
Fish				
razorback sucker <i>Xyrauchen texanus</i>	Fed: Endangered State: Endangered CDFW: FP	It can grow to 91 cm (3 ft) in length and is recognizable by the keel between its head and dorsal fin.	a suckerfish found in rivers and lakes in the southwestern United States and formerly northwestern Mexico.	No rivers or habitat. None observed.
desert pupfish <i>Cyprinodon macularius</i>	Fed: Endangered State: Endangered	It is a small fish, typically less than 7.62 cm (3 in) in length. Males are generally larger than females, and have bright-blue coloration, while females and juveniles are silvery or tan.	A notable attribute of the desert pupfish is their ability to survive in environments of extreme salinity, pH, and temperature, and low oxygen content.	No habitat, or salty canals. None observed.

ZOOLOGICAL SPECIES	STATUS ¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Mammals				
Big free tailed bat <i>Nyctinomops macrotis</i>	CDFW: SC	Body length of 5 1/8 to 5 3/4", with a 17" wingspan, which makes it bigger than other free tailed bats. Fur is reddish brown to dark brown, with hairs white at base. Tail extends past membrane at least an inch. Big ears are joined at base and extend out over face like a hat. Eats mostly moths, some crickets, grasshoppers, ants, various other insects.	Lives in rocky areas of desert scrub or coniferous forests. During day roosts in crevices on cliff faces.	Not expected; no habitat.
western mastiff bat <i>Eumops perotis californicus</i>	SSC	is a member of the "free-tailed" bat family and can be easily identified by its very large ears and mouse-like tail.	The greater mastiff bat prefers to live in habitats with open space. Some examples include desert scrub, woodlands, and grasslands.	No desert habitat. None observed.
American Badger <i>Taxidea taxus</i>	CDFW: Species of Concern	Burrowing animals that feed on ground squirrels, rabbits, gophers and other small animals. Prefer grasslands, agricultural areas.	Found in drier open areas with friable soils	None seen; no burrows observed with badger characteristics observed. Not expected because of farming activities
California leaf-nosed bat <i>Macrotus californicus</i>		The California leaf-nosed bat weighs between 12 and 20 grams, has a wingspan of over 30 centimeters and a body length of over 6 centimeters, and is brown in color. As its name implies, it has a triangular fleshy growth of skin, called a noseleaf, protruding above the nose	California leaf-nosed bats can be found in Sonoran and Mojave Desert scrub habitats in the Colorado River valley in southern California, Nevada and Arizona, and throughout western Mexico. It is non-migratory and does not hibernate.	None observed; No desert habitat

ZOOLOGICAL SPECIES	STATUS ¹	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Mammals				
pocketed free-tailed bat <i>Nyctinomops femorosaccus</i>	SSC	The name is derived from a skin fold stretching from the medial side of the femur to the middle of the tibia. This fold produces a shallow pocket on the underside of the interfemoral membrane in the vicinity of the knee. Some defining characteristics include: Ears joined at the midline; second phalanx of the 4th digit is less than 5mm; anterior part of hard palate narrowly excised; upper incisors placed close together with longitudinal axes nearly parallel.	In the dry season, they seek drinking water from various open access water sources. The roosts are located in caves, crevices, mines, tunnels, and man-made structures with colony sizes less than 100 individuals.	No caves, or other habitat. None observed.
pallid bat <i>Antrozous pallidus</i>	SSC	Pallid bats have a head and body length of approximately 2.75 inches (6.2-7.9 cm), forearm length of approximately 2.1 inches (4.5–6 cm), a tail of approximately 1.75 inches (3.9-4.9 cm), and a wingspan of 15-16 inches (38–40 cm). They weigh 14-25 grams. These bats are large, with long forward pointing ears (over 2.5 cm). Fur is pale at the roots, brown on their back, with a light underside.	Pallid bats are typically found in arid or semi-arid habitats, often in mountainous or rocky areas near water. They are also found over open, sparsely vegetated grasslands.	No mountainous or rocky areas or other habitat. None observed.
western yellow bat <i>Lasiurus xanthinus</i>	SSC	The western yellow bat is a small species, though it is larger than the southern yellow bat. Its fur is bright yellow. Individuals weigh approximately 16 g (0.56 oz). Its forearm length is 42–47 mm	is a species of vesper bat found in Mexico and the southwestern United States. This species roosts in trees	Not many trees to roost in. None observed.
flat-tailed horned lizard <i>Phrynosoma mcallii</i>	SSC	A small, flat tailed lizard with a stripe and spheres down its back.	The species occupies a small range in the Sonoran Desert of southeastern California, southwestern Arizona, and extreme northern Mexico in the Baja California and Sonora states	No desert habitat. None observed.
Colorado Desert fringe-toed lizard <i>Uma notata</i>	SSC	It can be distinguished from the Mojave fringe-toed lizard and the Coachella Valley fringe-toed lizard by its orange/pinkish stripes on the sides of its underside, while the backs have much similar appearances.	It is adapted to arid climates and is most commonly found in sand dunes within the Colorado Desert of the United States and Mexico.	No desert habitat. None observed.

ZOOLOGICAL SPECIES	STATUS'	DESCRIPTION OF SPECIES	HABITAT	OBSERVATION/SITE POTENTIAL
Mammals				
Yuma hispid cotton rat		"A subspecies of Sigmodon hispidus of large size, long tail and hind feet, large skull, dorsum, including head, pale; sides pale ochraceous" (Hoffmeister 1986). Head and body 5"-8" (127-203mm). Tail 3.5"-6" (81-152mm). Weight 4-7oz. Skull has 16 teeth. 8-10 mammae.	Dense grassy areas such as fields and along roadside edges, brushy or weedy areas among weeds and cattails along the Colorado River and streams or ponds, in irrigated fields, and desert scrub (AGFD 1988).	None observed; No grassy habitat or wet areas.
Western Yellow bat <i>Lasiurus xanthinus</i>	CDFW SC:	Consumes small to medium-sized, night flying insects. Yellow color/short ears.	Roosts in leafy vegetation the deserts of the southwestern United States. Roosts among the dead fronds of palm trees and cottonwoods	Not expected; no palms or cottonwood trees found on site.
Amphibians				
Sonoran desert toad/ Colorado river toad <i>Incilius alvarius</i>	CDFW: SC	Large: 7.5 inches or more in length. Smooth, typically olive-green/brown skin, cranial crests, and prominent, elongated glands on both sides of the back of the head (parotoid glands) and on the hind legs. Young toads have small dark, orange-tipped spots on the back. Larger tadpoles are gray or brown with a rounded tail tip, and grow to about 2.25 inches.	Sonoran Desert scrub, semi-desert grasslands. Can be tied to permanent water, such as major rivers or the edges of agriculture. May be found many miles from water, particularly during the summer monsoons. Can be found in rodent burrows or underground retreats.	None observed. No habitat present on site.
Leopard frog <i>Lithobates yavapaiensis</i>	Species of concern	Tan, gray-brown or light gray-green to green above; yellow below. Vague upper lip stripe, tuberculate skin. Dark network on rear of thighs; yellow groin color often extends onto rear of belly and underside of legs. Male will exhibit a swollen and darkened thumb base.	Find in desert grassland and in woodlands. Uses permanent water sources, stays near water. Breed Feb-April. Bullfrogs are predators	No water sources on site; not expected on site. Bullfrog population has decimated this species

Special Status Species that Occur in Imperial County (USFWS)

Common Name Scientific Name	Status¹ Federal/CDF W / CNPS	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Plants				
Peirson's milk-vetch <i>Astragalus magdalenae</i> var. <i>peirsonii</i>	T/E/1B	Silvery, short-lived perennial plant that is somewhat broom like in appearance. A member of the pea and bean family, it can grow to 2.5 feet tall and is notable among milkvetches for its greatly reduced leaves. Peirson's milkvetch produces attractive, small purple flowers, generally in March or April, with 10 to 17 flowers per stalk. It yields inflated fruit similar to yellow-green pea pods with triangular beaks.	Desert dune habitats. In California, known from sand dunes in the Algodones Dunes system of Imperial County. Was known historically from Borrego Valley in San Diego County and at a site southwest of the Salton Sea in Imperial County	None observed. No dune habitat
Birds				
California brown pelican <i>Pelecanus occidentalis</i> No longer endangered	E/E/-	Large size and brown color. Adults weigh approximately 9 pounds, and have a wingspan of over 6 feet. They have long, dark bills with big pouches for catching and holding fish. Pelicans breed in nesting colonies on islands without mammal predators. Roosting and loafing sites provide important resting habitat for breeding and non-breeding birds.	Open water, estuaries, beaches; roosts on various structures, such as pilings, boat docks, breakwaters, and mudflats	None observed. Could be an occasional visitor

Common Name <i>Scientific Name</i>	Status ¹ Federal/CDF W / CNPS	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Southwestern willow flycatcher <i>Empidonax traillii extimus</i>	E/-/-	Small; usually a little less than 6 inches in length, including tail. Conspicuous light -colored wingbars. Lacks the conspicuous pale eye -ring of many similar Empidonax species. Overall, body brownish -olive to gray -green above. Throat whitish, breast pale olive, and belly yellowish. Bill relatively large; lower mandible completely pale. The breeding range of extimus includes Arizona and adjacent states.	At low elevations, breeds principally in dense willow, cottonwood, and tamarisk thickets and in woodlands, along streams and rivers. Migrants may occur more widely. Prefers riparian willow/cottonwood but will use salt cedar thickets	None Observed No salt cedar thickets with running water found on site.
Yellow-breasted chat <i>Icteria virens</i>		Yellow -breasted Chats are noticeably larger than all other warblers, reaching a length of 7.5 in (19 cm) and a wingspan of 9.75 in (24.8 cm). These birds have olive upperparts with white bellies and yellow throats and breasts; they also have long tails, thick heavy bills, large white eye -rings, and dark legs.	The breeding habitats of this species are dense, brushy areas and hedgerows. The nests of these birds are cup-shaped, and are placed in thick shrubs. These birds eat insects and berries, and will forage in dense vegetation, occasionally gripping food with their feet.	No habitat; no dense vegetation
Yuma ridgeway rail <i>Rallus obsoletus yumanensis</i>	E/T/FP	A chickenlike marsh bird with a long, slightly drooping bill and an often upturned tail. Light brownish with dark streaks above. Rust-colored breast; bold, vertical gray and white bars on the flanks; white undertail coverts. Very shy.	Lives in freshwater and brackish marshes. Prefers dense cattails, bulrushes, and other aquatic vegetation. Nests in riverine wetlands near upland, in shallow sites dominated by mature vegetation, often in the base of a shrub. Prefers denser cover in winter than in summer.	None observed or heard; Cattails not found in dense stands; no suitable habitat on site. Too much activity for this shy species

Common Name <i>Scientific Name</i>	Status ¹ Federal/CDF W / CNPS	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
White tailed Kite <i>Elanus leucurus</i>	/E/	Gray and white with black on shoulders and under bend of wing. Graceful flyer. Adults have bright red eyes. Medium size hawk; about 15 inches long and about 12 ounces.	Found in open country; like to perch on treetop. May be seen hovering prior to attack of a rodent.	None observed. Could fly through area hunting
Ferruginous hawk <i>Buteo regalis</i>	/SC/	Males pale with rufous shoulders and thigh feathers. White tail washed with rufous. Wide head wings in shallow v when soaring.	Found in arid to semiarid regions, as well as grasslands and agricultural areas in southwestern Canada, western United States, and northern Mexico.	None observed. Could fly through area hunting
Yellow-billed cuckoo <i>Coccyzus americanus</i>	C/E/-	Medium-sized cuckoo with gray-brown upperparts and white underparts. Eye-rings are pale yellow. Bill is mostly yellow. Wings are gray-brown with rufous primaries. Tail is long and has white-spotted black edges. Sexes are similar.	Found in forest and open woodlands, especially in areas with dense undergrowth, such as parks, riparian woodlands, and thickets	None observed; no habitat on site.
Least tern <i>Sterna antillarum</i>	E/E/-	Small tern. During breeding, black cap ending at white forehead. Short white eyestripe. Bill yellow with black tip. Back light gray. Underside white. Black leading edge to wing. In nonbreeding plumage has black eyestripe extending to back of head, white top of head, and black bill. Size: 21-23 cm (8-9 in) Wingspan: 48-53 cm (19-21 in) Weight: 30-45 g (1.06-1.59 ounces)	Shallow areas of estuaries, lagoons, and at the joining points between rivers and estuaries	None observed; no habitat

Common Name <i>Scientific Name</i>	Status ¹ Federal/CDF W /	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Least Bell's Vireo <i>Vireo bellii pusillus</i>	E/E/-	Drab gray to green above and white to yellow below. It has a faint white eyering and two pale wingbars; has pale whitish cheeks and forehead and greenish wings and tail. longer tail and subtle wingbars. The song is a varied sequence of sharp, slurred phrases that typically end with an ascending or descending note.	Formerly a common and widespread summer resident below about 2,000 feet in western Sierra Nevada. Also was common in coastal southern California, from Santa Barbara County south, below about 4,000 feet east of the Sierra Nevada. Prefers thickets of willow, and other low shrubs afford nesting and roosting cover	None observed; no habitat on site.
Mountain plover <i>Charadrius montanus</i>	FPT/SC/-	Medium-sized plover with pale brown upperparts, white underparts, and brown sides. Head has brown cap, white face, and dark eyestripe. Upperwings are brown with black edges and white bars; underwings are white. Tail is brown-black with white edges. Sexes are similar.	Avoids high and dense cover. Uses open grass plains, plowed fields with little vegetation, and open sagebrush areas. Likes to follow livestock grazing or burned off fields.	None observed; no favorable agricultural fields close enough to site to attract mt. plovers
Black rail <i>Laterallus jamaicensis coturniculus</i>	-/T/-	The smallest of all rails, the black rail is slate-colored, with a black bill, red eyes and a white-speckled back. The legs are moderately long and the toes are unwebbed. The sexes are similar.	Most commonly occurs in tidal emergent wetlands dominated by pickleweed or in brackish marshes with bulrushes in association with pickleweed. In freshwater, usually found in bulrushes, cattails, and saltgrass and in immediate vicinity of tidal sloughs. Typically occurs in the high wetland zones near upper limit of tidal flooding, not in low wetland areas with considerable annual or daily fluctuations in water levels. Nests are concealed in dense vegetation, often pickleweed, near upper limits of tidal flooding.	None observed; no habitat

Common Name <i>Scientific Name</i> Raptors	Status ¹ Federal/CDF W /	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Peregrine Falcon <i>Falco peregrinus</i>	D/E/-	Large, powerful falcon; pointed winged falcon silhouette. Strong shallow wingbeats may dive at speeds up to 100 mph. Dark with dark hooded effect. Blue gray below with narrow bars Long-winged, long tailed hawk. Habitually flies low over open fields and marshes watching and listening for prey such as rodents and birds. (I observed Harrier with a white faced ibis as prey). Perches low or on ground. Low slow flight. Nests in reeds. Grey with black wingtips.	Most often found along coastlines or marshy habitats. Nest in cliffs and have been known to nest in tall buildings	None observed; rare visitors to area outside of the Salton Sea. No waterfowl for prey or cliffs/tall buildings for nesting
Bald eagle <i>Haliaeetus leucocephalus</i>	T, PD/E/-	The distinctive white head and tail feathers. Beak and eyes yellow. Bald Eagles are about 29 to 42 inches long, can weigh 7 to 15 pounds, and have a wing span of 6 to 8 feet.	Found on shores, lake margins, and near large rivers. Nests in large trees. Winters at lakes, reservoirs, river systems, and some rangelands and coastal wetlands (breeding range is mainly in mountainous habitats near reservoirs, lakes and rivers, mainly in the northern two-thirds of California)	None observed; no habitat; could fly through area hunting
Northern Harrier <i>Circus cyaneus</i>	-/SC/-	Long-winged, long tailed hawk. Habitually flies low over open fields and marshes watching and listening for prey such as rodents and birds. (I observed Harrier with a white faced ibis as prey). Perches low or on ground. Low slow flight. Nests in reeds. Grey with black wingtips.	Marshes, open fields. Nests in reeds	No nesting habitat; could fly through area hunting

Common Name <i>Scientific Name</i>	Status ¹ Federal/CDF W /	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Sharp-shinned Hawk <i>Accipiter striatus</i>	-/SC/-	Blue gray above pale reddish below; small size. Tip of tail squared off. Nesting occurs in dense tree stands which are cool, moist, well shaded and usually near water. Hunt in openings at the edges of woodlands and also brushy pastures.	Sharp-shinned hawks may appear in woodland habitats during winter and migration periods and are often common in southern California in the coastal lowlands and desert areas; winters in woodlands and other habitats except alpine, open prairie and bare desert	None observed; could hunt in area
Reptiles and Amphibians				
Banded gila monster <i>Heloderma suspectum cinctum</i>		It has a stocky body with a large head and a short, fat tail. The skin consists of many round, bony scales, a feature that was common amongst the dinosaurs but is unusual in today's reptiles. Gila monsters have a striking bright pink and black coloration.	They inhabit scrubland, succulent desert, and oak woodland, seeking shelter in burrows, thickets, and under rocks in locations with ready access to moisture.	No desert habitat
Flat-tailed horn lizard <i>Phrynosoma mcallii</i>	PT/-/-	Closely related to Desert horned lizard (scat indistinguishable); only found in Imperial, Riverside County, Ca and Yuma area, Az. Small round lizard with distinguishing round spots on back. Diet of ants; needs sandy soil, shade bushes to survive.	Desert washes/sandy areas with vegetative cover. Diet of ants	No desert habitat

Common Name Scientific Name	Status ¹ Federal/CDF W /	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Mammals				
Bighorn sheep <i>Ovis canadensis</i>	E/E/-	Sheep have short hair which is light gray to grayish brown, except around their stomachs and rump, where it is creamy white. Their tails are about four inches long. Full-grown rams weigh between 180 and 240 pounds.	Desert Bighorn sheep occupy a variety of plant communities, ranging from mixed-grass hillsides, shrubs. Avoids dense vegetation	None observed; no habitat
Jaguar <i>Panthera onca</i>	-/-/-	Typically yellow-brown with black spots, called rosettes, but they can also be black with black spots. They are nocturnal and have a keen sense of smell and hearing. Excellent swimmers, tree climbers, and move easily on the ground.	Occurs in tropical rainforests, arid scrub, and wet grasslands. Prefers dense forests or swamps with a ready supply of water	None observed; no habitat

Common Name <i>Scientific Name</i>	Status ¹ Federal/CDF W /	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Fish				
Desert pupfish <i>Cyprinodon macularius</i>	E/E/-	<p>Small, silvery-colored fish with 6 to 9 dark bands on its sides. Grows to a full average length of only 2.5 inches; develop quickly, sometimes reaching full maturity within 2 to 3 months. Although their average life span is 6 to 9 months, some survive more than one year.</p> <p>Pupfish have a short, scaled head with an upturned mouth. The anal and dorsal fins are rounded with the dorsal sometimes exhibiting a dark blotch. The caudal fin is convex at the rear.</p>	Springs, seeps, and slow-moving streams in Salton Sink basin and backwaters and sloughs of the Colorado River	None observed; no habitat

Common Name <i>Scientific Name</i>	Status ¹ Federal/CDF W /	DESCRIPTION OF SPECIES	Habitat	Suitability Of Habitat In Survey Area
Colorado pike minnow <i>Ptychocheilus lucius</i>		It has an elongated body reminiscent of the pike. The cone-shaped and somewhat flattened head is elongated, forming nearly a quarter of the body length. Color grades from bright olive green on the back to a paler yellowish shade on the flanks, to white underneath. Young fish also have a dark spot on the caudal fin. Both the dorsal and anal fins typically have nine rays. The pharyngeal teeth are long and hooked.	Their usual habitat is the backwaters of the turbulent and turbid rivers that make up the Colorado system.	No habitat
Razorback Sucker <i>Xyrauchen texanus</i>	Fed/CA: Endangered	One of the largest suckers in North America can grow to up to 13 pounds and lengths exceeding 3 feet. The razorback is brownish-green with a yellow to white-colored belly and has an abrupt, bony hump on its back shaped like an upside-down boat keel	Colorado River	No habitat

Sources: CDFW/CNDDDB 2024, California Wildlife 2024 CNPS 2024; USFWS, 2024

¹Status: Federal:

E = Listed as an endangered species

T = Listed as a threatened species
C = Candidate for listing

D = Delisted
PD = Proposed for delisting/PT = Proposed for threatened status
BCC Birds of Conservation Concern

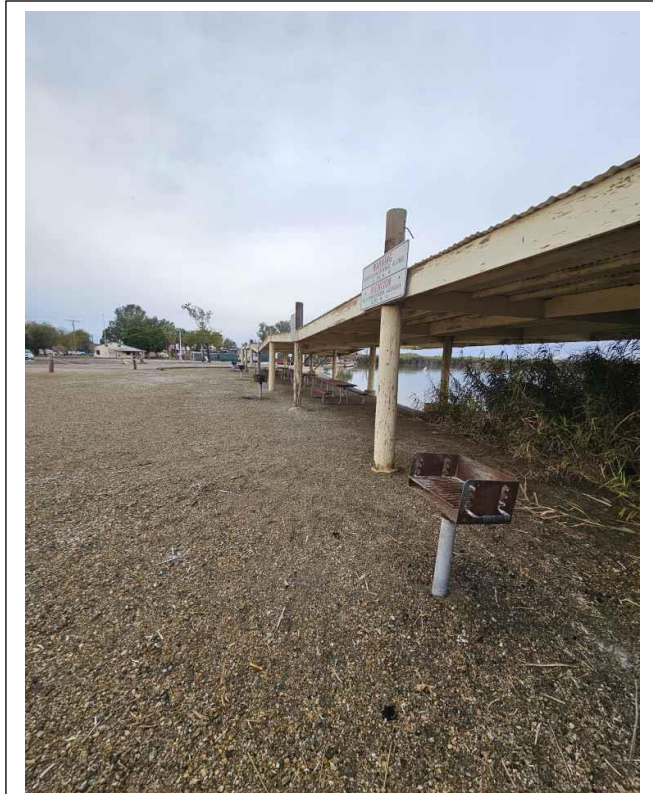
State/CDFW:

E = Listed as an endangered species; or previously

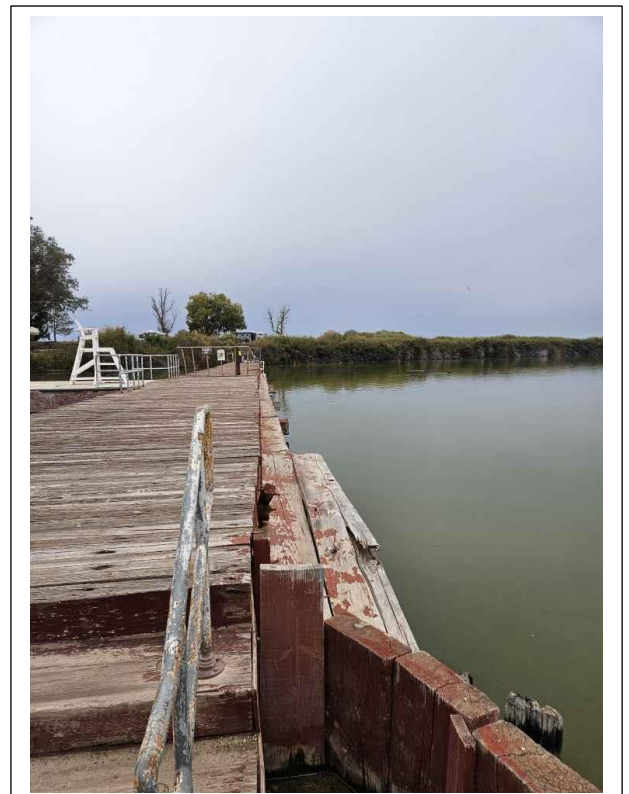
T = Listed as a threatened species
SSC/SC = species of special concern (designation intended for use as a management tool and for information; species of special concern have no legal status
(www.dfg.ca.gov/wildlife/species/ssc/birds.html))
CNPS (California Native Plant Society):
1B = Rare, threatened, or endangered in California or elsewhere

2= Plants rare, threatened, or endangered in Ca, but more common elsewhere
3=Plants about which more information is needed
Habitat Suitability Codes: H = Habitat is of high suitability for this species M = Habitat is of moderate suitability for this species L = Habitat is of low suitability for this species

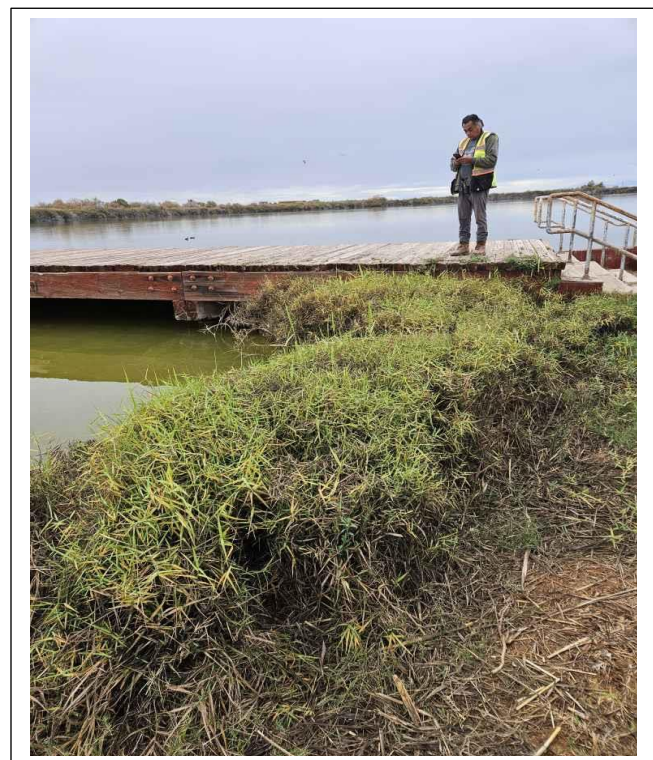
APPENDIX B PHOTOGRAPHS



1. Area of shade structures to be replaced; sparse phragmites looking south



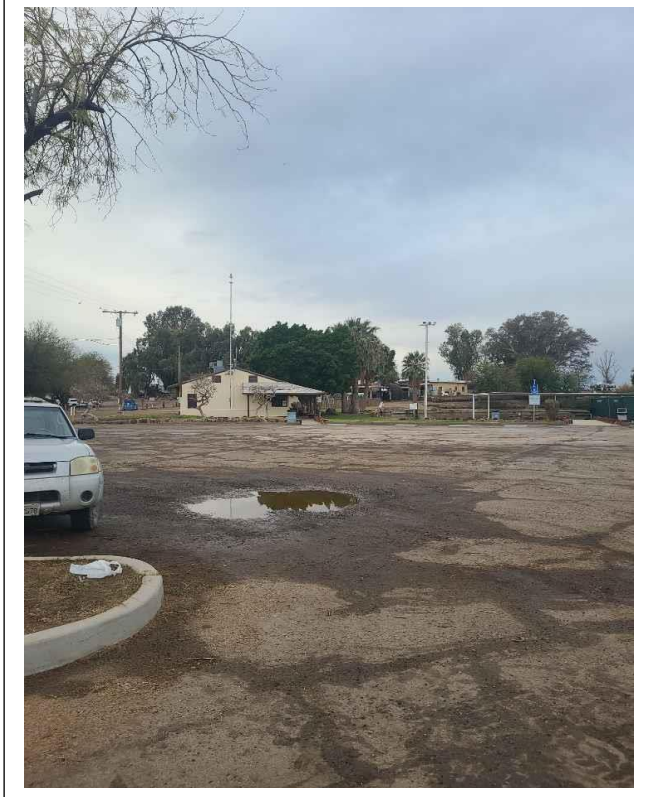
2. Dock to be replaced looking south



3. Mixture of Bermuda and salt grass near boat ramp to be replaced



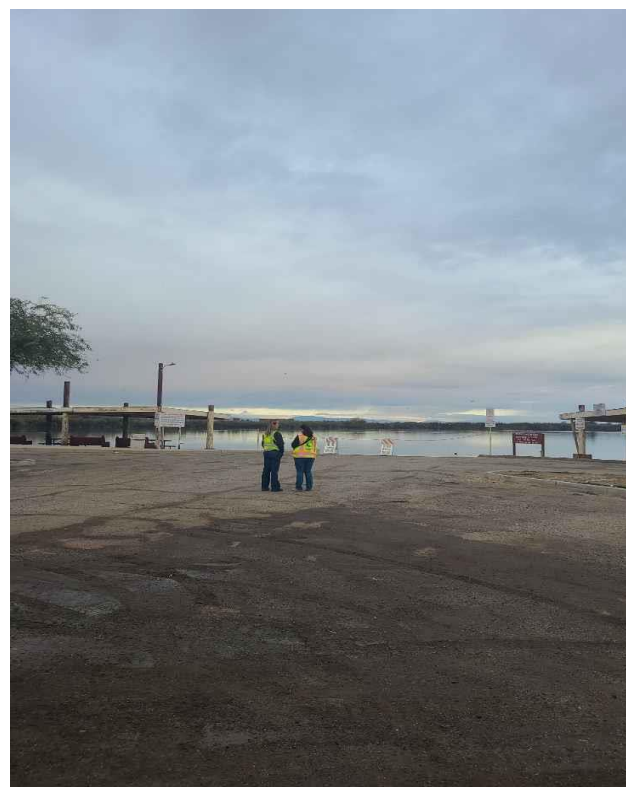
4. Sparse cattails along rehabilitation area



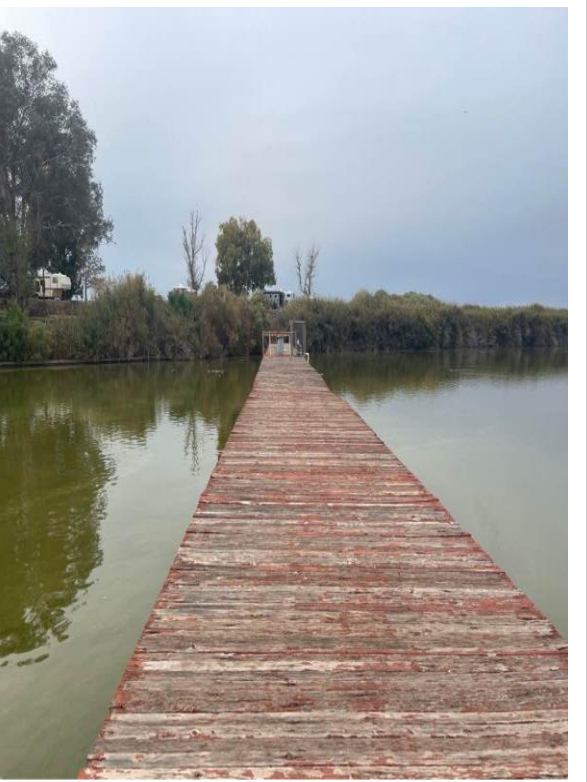
5. Parking lot at Weist lake looking south which will be replaced.



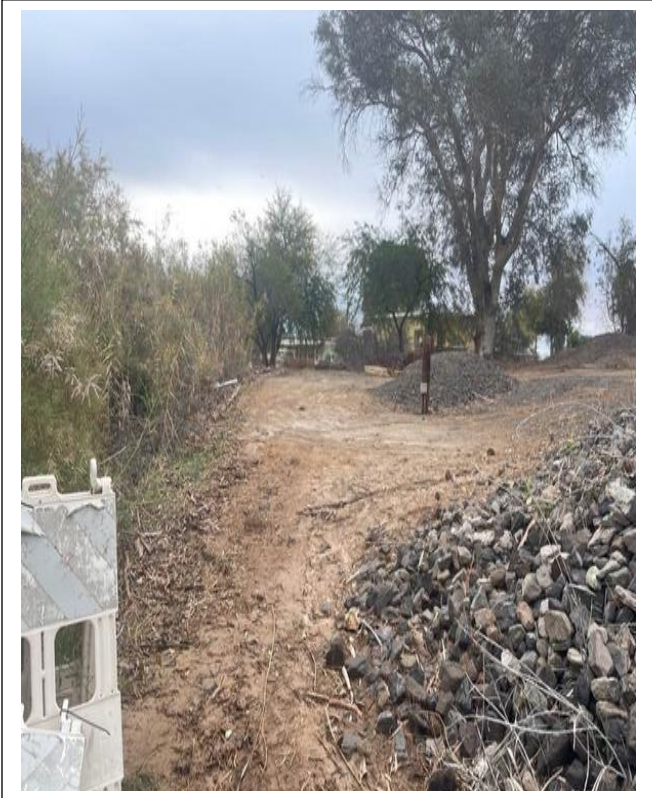
6. Sparse phragmites at the NE corner of the boat launch



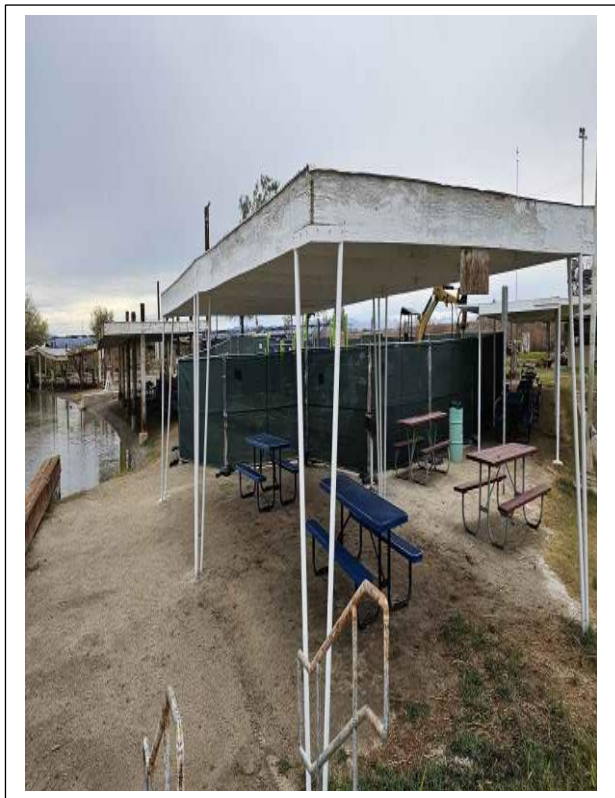
7. Parking lot at Weist lake looking west.



8. Facing south on boat launch



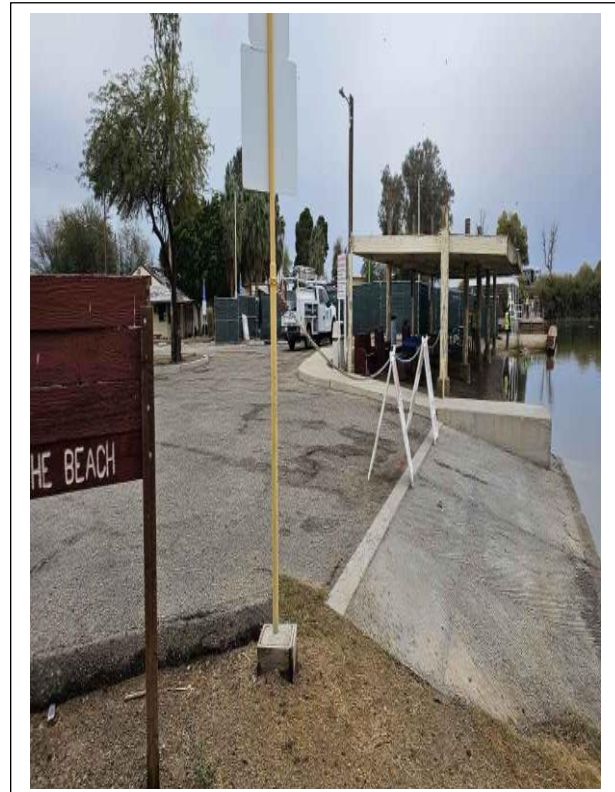
9. Southern entrance to boat launch and camping area



10. Shade area to be replaced



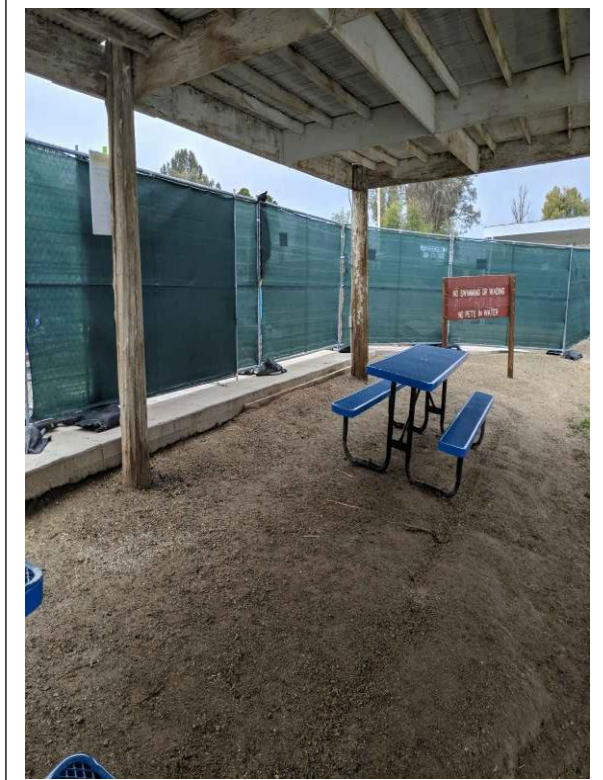
11. The shade shelter over hanging the water had remnants of old, abandoned swallow nests



12. Standing on the lake shore, on the north side of the boat ramp, looking towards the south



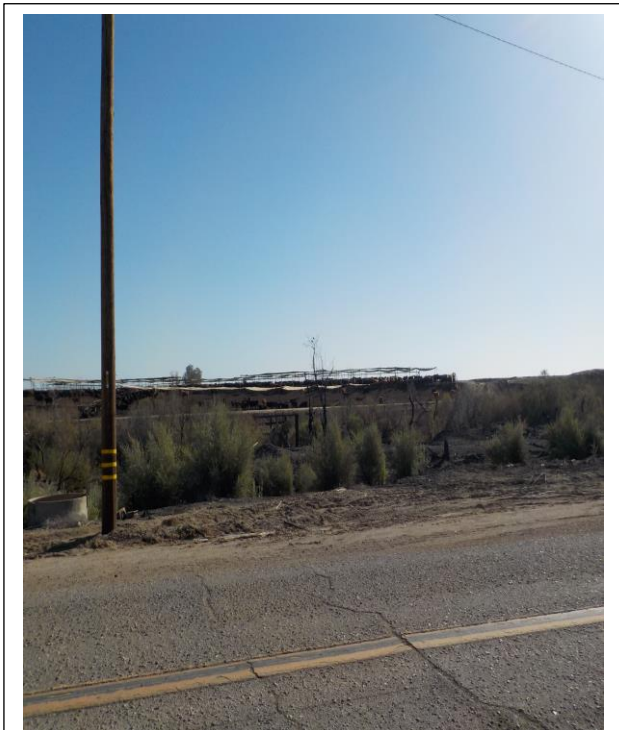
13. Remnants of swallow nests on the underside of the shaded picnic tables on the south side of the boat ramp. This part of the shade structure overhangs the water and is the highest off the ground.



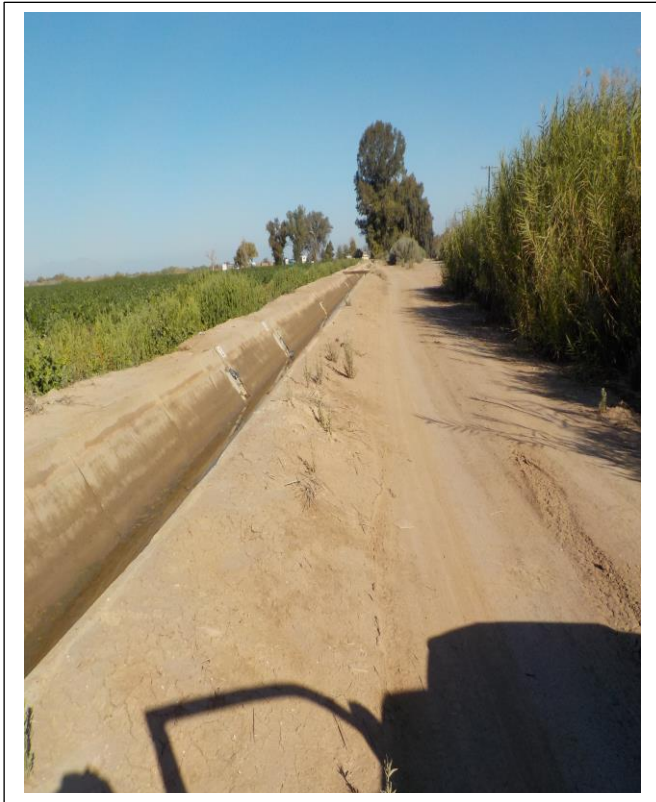
14. Picnic area



15. Burned area north of Wiest Lake and Rutherford Road



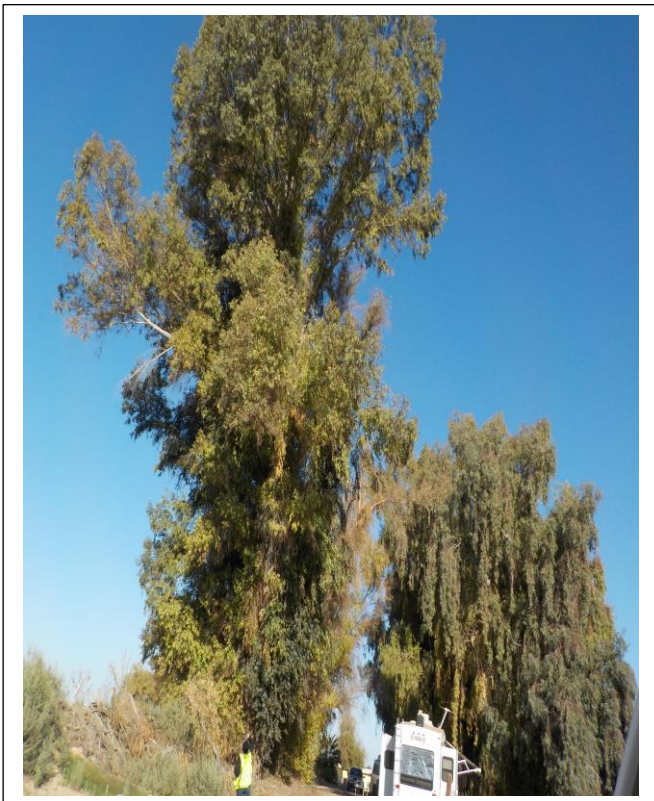
16. Burned Alamo riverbed area and feedlot to the east of Wiest Lake



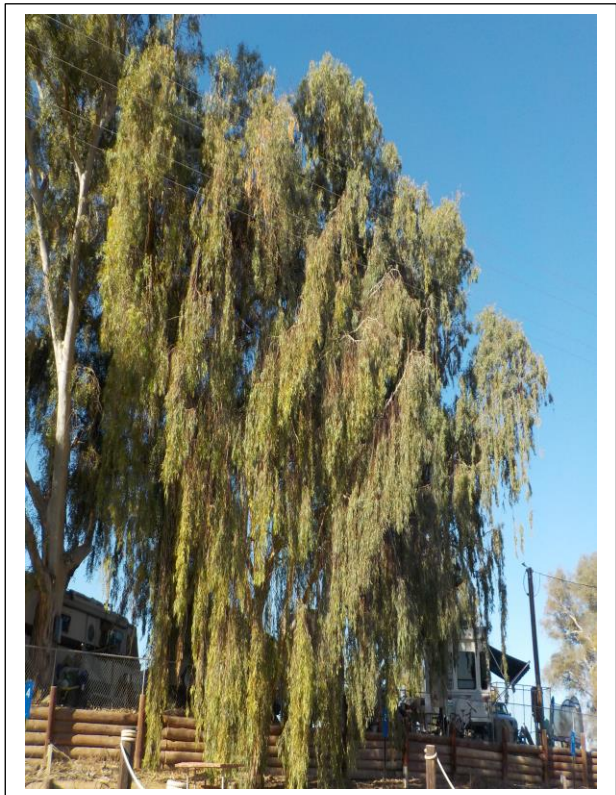
17. Sugar beet field and field ditch to the south of Wiest Lake



6. Agricultural fields to the south of Wiest Lake



7. Eucalyptus trees and camping area to the south of Wiest Lake



8. Eucalyptus trees and camping area to the south of Wiest Lake

APPENDIX C
SPECIES FOUND ONSITE □



ZOOLOGICAL SPECIES OBSERVED ON OR NEAR WIEST LAKE	
Common name	Scientific name
Birds	
American coot	<i>Fulica americana</i>
Black phoebe	<i>Sayornis nigricans</i>
Blackbird	<i>Turdus merula</i>
Cattle egret	<i>Bubulcus ibis</i>
Clark s grebe	<i>Aechmophorus clarkii</i>
Common crow	<i>Corvus brachyrhynchos</i>
Double crested cormorant	<i>Phalacrocorax auritus</i>
Eared grebe	<i>Podiceps nigricollis</i>
Eurasian collared dove	<i>Streptopelia decaocto</i>
Foresters tern	<i>Sterna forsteri</i>
Gadwell	<i>Mareca strepera</i>
Great blue heron	<i>Ardea herodias</i>
Great egret	<i>Ardea alba</i>
Great tailed grackle	<i>Quiscalus mexicanus</i>
Mallard	<i>Anas platyrhynchos</i>
Ring billed gull	<i>Larus delawarensis</i>
Ruddy duck	<i>Oxyura jamaicensis</i>
Snowy egret	<i>Egretta thula</i>
Swallow (old abandoned nests under shade)	<i>Hirundo rustica</i>
Invertebrate	
Ants	<i>Various</i>
Mammals	
Canine tracks	<i>various</i>
Gopher	<i>Thomomys bottae</i>

BOTANICAL SPECIES OBSERVED ON OR NEAR SITE		
Common name	Scientific name	CNPS Classification
Alkali heliothrope	<i>Heliotropium curassavicum</i>	None
Alkali grass	<i>Distichlis spicata</i>	None
Bermuda grass	<i>Cynodon dactylon</i>	None
California fan palm	<i>Washingtonia filifera</i>	None
Cattails	<i>Typha spp..</i>	None
Common reed	<i>Phragmites australis</i>	None
London rocket	<i>Sisymbrium irio</i>	None
Malva	<i>Malva parviflora</i>	None

Mesquite	<i>Prosopis glandulosa</i>	None
Prostrate pigweed	<i>Amaranthus albus</i>	None
Saltbush	<i>Atriplex lentiformis,</i>	None
Saltcedar	<i>Tamarix spp.</i>	Ca Noxious Weed Cal-IPC rating: High *
Residential trees/vegetation	<i>various</i>	None

*High These species have severe ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal and establishment. Most are widely distributed ecologically.

APPENDIX 1
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GLENNA MARIE BARRETT

PO Box 636 Imperial, California 92251 (760) 4250688
glennabarrett@outlook.com

PROFILE

Organized and focused individual adept at implementing multi-faceted projects while working alone or as an integral part of a team. Skilled in client/employee communications, report preparation, program analyses and development. Most conscientious, safety oriented and empathetic. A strong communicator with excellent interpersonal skills which allows development of rapport with individuals on all levels. A sound professional attitude, strong work ethic and high personal performance.

WORK EXPERIENCE

Imperial County, CA April 2016-currently.
Principal Biological Consultant, Barrett Enterprises. Imperial, CA 2006-currently. Compile information and complete local, state, and federal government forms; coordinate and issue permits, reclamation plan applications, Financial Assessment Estimates, zoning changes, CEQA, Environmental Evaluation Committee responses, and 50a(x)(3) exemption applications. Act as liaison between local businesses and local, state, and federal government agencies. Certified to survey for Flat-Tailed Horned Lizards in California and Arizona. Certified for the Desert Tortoise.
Kruger- Environmental Compliance Coordinator (ECC) for Seville Solar Complex for a 626-acre solar farm in Imperial County, CA. Compile and submit data and reports for APCD such as equipment lists and man hours, wait hours for dust suppression; Plan and submit weekly monitoring reports and scheduling with third party monitor work on BLM land; Assist in writing the Emergency Response Action Plan; File quarterly reports to the Incidentals Permit for the Flat Tail Horned Lizard (FTHL), CNDD Reports, FTHL Observation Sheets, siting and any other information required by #) 7 † # \ and the hazardous reporting information in the CRSONline reporting system; assist in writing the FTHL ITP; train new hires; contact various local businesses for different on-call services; also provided any topographical plans and schedules necessary throughout the project; etc. (Jan 2015- March 2016).
Grant writing experience: Awarded two grants for BUW educational programs for \$15,000 each from Imperial Valley Community Foundation. Awarded \$35,700 for \$75,000 with matching fund established by the Imperial Valley Small Business Development Center with the Imperial Regional Alliance. Awarded \$450,000 from the California Public Utilities Commission for a broadband connectivity initiative in Imperial County with Imperial Regional Alliance and Imperial Valley Economic Development Corporation (IVEDC).

FIELD EXPERIENCE

Ms. Barrett has done the field work and contributed to the required report for the following projects:
8ME-Burrowing Owl/MBTA/Avian Mortality Monitoring and training for the Mount Signal Solar Projects in Calexico, CA April 2010-2022
o altor Sea Species Conservation Habitat Project - Imperial County, CA: Nov 2020 to July 2022 monitoring construction for desert bighorn sheep and other species. Found the species on site and consulted with agencies for protective measures.
Burrtec- FTHL/MBTA Surveys in Salton City, CA Team leader for eight people to complete pre-construction sitesweep for 320 acres in Imperial County. 2014-2022
Applied Biological Consulting- Approved Biological Monitor on DPV2: The 500kV transmission line traverses approximately 53 miles from Bythe, CA to Menifee, Riverside County CA. Crossing private

U.S. Forest Service [USFS], Desert tortoise, nesting birds, fringe toed lizard, flat tailed lizard (November 2011 to May 31, 2013)

- Chandi Group, Conduct Habitat Assessment Survey (as outlined in Western Riverside Multispecies Habitat Conservation Plan: Burrowing Owl/Narrow Endemic Species) City of Jurupa Valley Riverside County, 2015

EDUCATION AND TRAINING

Received Bachelor of Science in Business Administration with a focus on Management, along with Economics and Leadership minors, December 2000. Humboldt State University, Arcata, CA. Special Status/listed species observed/ identified, surveyed, monitored and/or relocated: Mohave desert tortoise, Coachella valley milkvetch, Desert kit fox, Mountain lion, Coachella valley fringe toed lizard, Mohave fringe toed lizard, Stephen's kangaroo rat, Mohave fringe toed horned lizard, FlatTailHorned lizard, Burrowing Owl.

Extensive knowledge in southwestern United States avian and migratory avian biology and ecology. Strong knowledge of common Flora and Fauna communities associated with Southern California and surrounding environs. CEQA, NEPA, California Endangered Species Act (CESA) and Federal Endangered Species Act (ESA) knowledge gained through work experience. I have excellent analytical skills, multitasking and writing abilities. My past experience has provided me with many years of hands on experience working with and managing others to find practical solutions to solve problems and achieve common goals.

CERTIFICATIONS/ WORKSHOPS

- Desert Pupfish Training CA Department of Fish and Game on Keeney, Summit 2019
- Introduction to Plant Identification CA Native Plant Society June. 2019
- FTHL Workshop, 2008 El Centro BLM office.
- Yuma Clapper Rail Training Colorado River Yuma Bird Festival and Fish 2008
- USFW Desert Tortoise Egg Handling Desert Tortoise Council Survey Techniques Workshop Certificate, 2008 and 2010.
- Anza Borrego State Park Wildflower Identification Workshop, 2010.
- Southwest Willow Flycatcher Workshop Kernville, CA, 2010.
- SCET RTP Construction Monitoring Training Class and WEAP Redlands, CA 2011.
- DPV2 Construction Monitoring Training Class and WEAP Santa Ana, CA 2011.
- Helicopter flight trained on DPV2, 2012.
- Certified to handle/ move venomous snakes on DPV2, 2012.
- Bat monitoring with Ms. Pat Brown BLM El Centro, CA Office, 2010.
- Salton Sea International Bird Festival 2007 Coordinator
- Mountain Plover/ Leifed Curlew surveys, L.A. Museum of Natural History
- Presented at the Fourth Annual BUOW Symposium, Pasco, Washington, 2014.
- Board Member Colorado River Citizens Forum, 2014.
- BUOW Educational outreach grantee from IVCF, interacting with IID, IVROP, ICFB, Ag #
- Friends of the Sonny Bono National Wildlife Refuge, 2015

MARIE S. BARRETT
mariebarrett@roadrunner.com

2035 Forrester Road, El Centro, CA 92243 (760) 352 4159

LICENSES/CERTIFICATES/TRAINING

Flat Tailed Horn Lizard Surveyor CDFW/BLM

Burrowing Owl Surveyor (CDFW/USFWS)

USFW Desert Tortoise Egg Handling Desert Tortoise Council Survey Techniques Workshop
Certificate

BCI Bat Conservation and Management Workshop (Acoustic) Certificate

Southwestern Willow Flycatcher Workshop Kernville, CA 2010

Yuma Clapper Rail Training Colorado River Yuma Bird Festival AZ Game and Fish 2008

CAREER HISTORY

BIOLOGIST, El Centro, California **BIOLOGIST** 3/95 -present

Have performed numerous (over 40,000 acres) surveys involving varied wildlife including burrowing owl and plant species and written reports and biological assessments. Certified to perform Flat Tailed Horned Lizard Surveys; completed Desert Tortoise workshops; approved to handle desert tortoise (American Girl Mine/BLM project, 1/2013). Work closely with governmental agencies such as Bureau of Land Management, State Office of Mining Reclamation, California Department of Fish and Wildlife. **Biological:** Over 150 days spent in field monitoring/surveying for FTHL; 98 days in field monitoring/surveying for desert tortoise and 40,000 acres surveyed for burrowing owl; 3 IID Burrowing owl surveys with AECOM (2011/12- 275 hrs). Wrote Imperial Irrigation District (IID) Artificial Burrow Installation Manual (2009). Over 25 active burrowing owl burrows passively relocated and 50 artificial burrows installed. Volunteered for desert tortoise work (20 hrs) with Dr. Jeff Lovich. Projects: 8 Minute Mt. Signal Solar 4500 acres. Preconstruction surveys/construction monitoring and BUOW Post construction monitoring; Biological reports. 2010-2020 Black Mt. Met Tower Installation: desert tortoise survey and monitoring approved by BLM, El Centro office.

Monitoring: Salton Sea Species Conservation Habitat Project Nov 21 -7/22: preconstruction surveys and monitoring; 8ME-Burrowing Owl/MBTA/Avian Mortality Monitoring and training for the Mount Signal Solar Projects in Calexico, CA (April 2010-currently); Salton City Burrtec Landfill FTHL/MBTA monitoring/clearance 2010-2022; Superior Redi Mix: FTHL surveys, Oat Pit Environmental Assessment/surveying/monitoring, El Centro, 2009-21.

SDG&E La Rosite Pole Replacement FTHL Monitoring 2012-2013(410 hrs); Imperial County Department of Public Works: 6 Bridge biological assessments/reports and applicable permitting (2018-present)/Brawley Solid Waste Site Reclamation Mitigation 2015-16/Gateway of Americas Lift Station 32: Biological Assessment/Report 2016/On Call Environmental Services:2011-16; All American Aggregates, FTHL surveys, 8 Minute USFWS Authorized desert tortoise biologist: American Girl Mine and Mesquite Mine. **Wetlands and Vegetation:**

3DUWLFLSDWHG DVHEHURIWHLHQRHVVLRQDQDNRUFHRQZSDHRS
constructed wetlands criteria for 4 constructed wetlands. Performed biological/vegetative habitat surveys on each wetlands; cooperated with developing water quality and habitat criteria. Wrote a grant and obtained monies for outreach to over 2000 local students. Developed signage for the Shank Road Wetlands to explain and demonstrate the actions of wetlands. Performed Bombay Beach habitat assessment for ECORP , Sept 2021 for proposed habitat enhancements in the Bombay Beach area.

Citizens' Congressional Task Force on the New River, Brawley, Ca PROGRAM

COORDINATOR 1/98 - present

Assisted with design, construction, planting and monitoring of four constructed wetlands in Imperial County. Responsible for coordinating activities relating to student and public outreach education to promote the water quality and habitat opportunities of constructed wetlands systems on New River and Alamo River.

Imperial Valley College, Imperial, California ENVIRONMENTAL MANAGEMENT PROJECT COORDINATOR 9/95-12/99

Responsible for establishing an Environmental Technology curriculum, presenting public forums, short courses and certificate courses in hazardous materials and safety areas. In conjunction with Division Chairman, established a budget for 96-98 program and obtained funding of \$131,000 based on 95-96 program performance. Established short courses that trained over 700 people in hazardous materials safety programs. Compiled a survey of employers, which provided direction for the program.

VOLUNTEER ORGANIZATIONS

CALIFORNIA NATIVE PLANT SOCIETY: Imperial Valley Coordinator, 2006-2022.

SALTON SEA INTERNATIONAL BIRD FESTIVAL: Coordinator: 2001-2010. Organized bird festival in the Imperial Valley that attracted over 300 birders.

COLORADO RIVER WATER QUALITY CONTROL BOARD: Board member Dec 05-Sept 06.

DESERT WILDLIFE UNLIMITED: Lifetime member; serve on Citizens Congressional Task on New River

EDUCATION

University of Arizona, Tucson, Arizona

Masters of Science Degree AGRICULTURAL EDUCATION

Thesis: Survey and training protocol for documenting burrowing owls and habitat in Imperial County, California

California State Polytechnic College, Kellogg-Voorhis Campus, Pomona, California

Bachelor of Science Degree.- AGRICULTURAL BIOLOGY, Entomology option

Imperial Valley College, Imperial, California *Associate of Science Degree. AGRICULTURE*

Jacob Calanno
Post Office Box 458
Niland, California 92257
760-550-4214

SPECIALTIES: Biological Surveys and Monitoring, Mechanical Process Applications, Field operations.

EDUCATION: Imperial Valley College, Imperial, Ca. - Municipal Water and Waste Water Treatment; Licensing pending.

COMPUTER

SKILLS: Basic computer skills, Lab View for Engineers.

CERTIFIED

SPECIALIZED

TRAINING: Environmental Review & Compliance for Natural Gas Facilities Seminar- June 5-7, 2012
Desert tortoise Surveying, Monitoring and Handling Techniques Certificate Nov. 5-6, 2012
Flat Tail Horn Lizard Training- June 20, 2012
Introduction to Plant Identification, CA Native Plant Society, June, 2019
Desert Pupfish Training CA Department of Fish and Wildlife, Sharon Keeney, Summer Fall 2019
40 Hour Hazwoper Feb. 8, 2013
CALIFORNIA OSHA TITLE-2011
Confine Space Training, 2005
Lockout/Tagout , 2005
Respirator Training, 2005
Operators Safety Training, 2005
Foreman Field Crew Supervisory and Operations Training, 2005

SUMMARY: Biological surveyor and Monitor/ Field Operations Crew Foreman/Operations Technician
For the past ten years I have been specifically working on biological surveys and monitoring including burrowing owl, flat tail horned lizard, desert tortoise and migratory birds. @ expertise is in biological monitoring, remedial mechanical applications, equipment, operations and maintenance programs.
Training and hands on experience working in the field with endangered species: Desert Tortoise and the Flat Tail Horned Lizard, Desert Pupfish, Ridgway Rail followed compliance policy and procedure when encountering endangered species. This training was received while working on specific projects such as:

WORK EXPERIENCE:

2012-18 " " Surveys
Salton Sea Species Conservation Habitat Project: Imperial, CA: Nov 2020 -current monitoring construction for desert pupfish, Ridgway Rails and other species. Found both species on site and consulted with agencies for protective measures. 8 hrs/day/5 days per week
Project Salton City Burrtec Landfill: 320 acre clearance and provided FTHL training to construction crew(42 hrs)
Project AECOM/IID Burrowing Owl habitat surveys June, 2015
Project Imperial County Public Works Desert Tortoise/MBTA monitoring: 195.7 hours at Walters Camp, near Palo Verde, CA
Project Mesquite Mine: 30 acre desert tortoise clearance; fence installation monitoring (25 hrs)
Project Oat Mine: FTHL monitoring (186 hrs)
Project CalTrans: FTHL monitoring (50 hrs)
Project: Arms and Dudes Film Project FTHL/MBTA monitoring (181 hours)
Project Niland Wastewater Project BUOW/Biological surveys (5 days)

h = M U" u° V " " \ o
BLM, El Centro, CA office: Volunteer Bat Surveys with Pat Brown (20 hours)
CDFW, Avian Carcass Collection Volunteer (5 hours)

2005 to 2010 Volper, LLC, Burbank, Ca.

Provided field supervision of construction
Responsibilities include plan and coordinate field construction and activities,
field reports and tracking hours.
Manager/Grower

2003 to 2005 Cape Environmental, Irvine, California

Field Operations Supervisor/Sr. Operations Technician
Provided technical equipment applications support on various environmental
remediation projects.
Responsibilities included; construction, planning and field supervision for the
installation, operation and maintenance of ground water remediation equipment.

2000 to 2003 Foster Wheeler Environmental, San Diego, California

Field Operation Supervisor/Sr. Operations Technician
Provided technical equipment applications support on various environmental
remediation projects.
Responsibilities included; construction, planning and field supervision for the
installation, operation and maintenance of ground water remediation
equipment.

REFERENCES:

Mr. Fredrick Rivera
IR Manager,
Naval Air Facility - El Centro
760-339-2226

Marie Barrett
2035 Forrester Rd
El Centro, CA 92243
760 427 7006

Ed Cooney
Engineering Technician
FEAD/PW Bldg.504 NAF El Centro, CA 92243
760-339-2469

Michel D. Remington

240 West I Street
Brawley, CA 92227
Mobile: 760-623-3832
Email: michelrem2000@gmail.com

Objective

Seeking: An advanced position in Environmental Compliance or Natural Resources Conservation in order to provide the best means of designing, planning, preventing, controlling and remediating environmental impacts and hazards for any organization or company. Goal of minimal to no impact on the mission and goals of the organization due to environmental regulatory constraints.

Offering: Practical experience and education in environmental policy, compliance and management; knowledge of federal, state and local environmental regulations/requirements; capacity for hard work and effective communication skills.

Skills: Proficient in staff supervision and personnel management. Skilled in environmental assessments and document preparation, specifically in compliance with the National Environmental Policy Act, the California Environmental Quality Act, as well as complying with the federal and state of California Endangered Species Acts. Skilled in Hazardous Waste and Materials handling, storage and disposal as well as emergency spill response and compliance. Certified in the operation and management of an Emergency Operation Center and related emergency management and recovery processes in a disaster. Excellent ability in coordinating and negotiating regulatory agency demands for various mitigation/compensation for potential environmental impacts of a variety of projects. Skilled in facilitating process improvement teams. Proficient in computer programs such as Microsoft Word, Excel, PowerPoint, and Internet.

Experience

September 2011 March 2022 U. S. Navy Naval Air Facility, El Centro, CA
Installation Environmental Program Director

Evaluated all Naval Air Facility operations and projects for compliance with local, state, and federal environmental laws and regulations. Supervised the preparation of all Environmental Impact Statements, Environmental Assessments, and Categorical Exemptions. Supervised staff negotiations for all threatened/endangered species and special status species mitigation/compensation for habitat impacts.

Supervised six environmental project specialists who provided environmental compliance in all areas of environmental media including Clean Water Act (Storm Water, Wastewater, Drinking Water, SPCC), Clean Air Act, Natural Resources Management, Cultural Resources Management, Hazardous Materials, Solid and Hazardous Waste Management in compliance with all federal, state, and local regulations.

September 1981 September 2011 Imperial Irrigation District (IID) Imperial, CA
Biologist / Environmental Compliance Coordinator / Supervisor, Environmental, Regulatory & Emergency Planning

Evaluated all water and power projects for compliance with local, state, and federal environmental laws and regulations. Supervise the preparation of all Environmental Impact Reports, Environmental Impact Statements, Environmental Assessments, Negative Declarations, and Categorical Exemptions. Negotiate all endangered species mitigation/compensation for habitat impacts.

Supervised:

four environmental specialists in the development of California Environmental Quality Act and National Environmental Policy Act documents

one regulatory compliance specialist to audit, identify and correct all environmental compliance areas at the IID

five hazardous materials/waste staff in coordinating, managing, storing and disposal of all hazardous wastes and conducting emergency spill response within the IID service area of approximately 7,000 square miles

ter and related

response and recovery in a disaster; and

the environmental compliance and assessment/mitigation for major projects such as the \$25M Environmental Mitigation Program for the 32-mile All American Canal Lining Project, the new Imperial Valley Substation to Dixieland Transmission Line, etc.

**1980 1981 Imperial County Agricultural Commissioner El Centro, CA
Agricultural Biologist II**

Assisted in the development of the Pesticide Use Enforcement section of the department.
Inspected aerial pesticide application operations and enforced state regulations through citations and fines.

**1972-1977 U.S. Navy
Aviation Storekeeper Petty Officer Third Class (AK3), Honorable Discharge.**

Wildlife and Natural Resources Certification/Qualification/Experience since 1986:

Flat-tailed Horned Lizard survey protocol
Western Burrowing Owl (BUOW) Survey, Avoidance Mitigation, Relocation Protocol along all canals and drains of the Imperial Irrigation District (IID) as well as a two-year construction impact study on BUOWs at IID s Diesel Power Generating Plant
Desert pupfish survey protocol; survey and relocation within the IID drains as well as San Felipe Creek and other tributaries to the Salton Sea
Venomous Snake ID, trapping, relocation protocol training
Various Migratory Bird Species survey, avoidance, mitigation protocol
Shore bird identification training
Ridgeway Rail (formerly Yuma Clapper Rail) training on call survey protocol
Desert Tortoise survey protocol
Invasive Species mitigation/control (Hydrilla; Quagga Mussel; Salt Cedar)

Environmental Compliance Qualification/Experience:

National Environmental Policy Act [(NEPA) EIS; EA; CATEX]
California Environmental Quality Act (CEQA) EIR; NEGDEC; CATEX]
Endangered Species Act [(ESA) Consultation; BO; BA]
California Endangered Species Act [(CESA) Consultation; BO; BA]
Cultural Resources Management (SHPO and Tribal Consultation)
Clean Air Act Permitting
Clean Water Act (NPDES; Drinking Water; Wastewater; Stormwater Spill Prevention Control and Countermeasure permitting)
Hazardous Materials and Hazardous Waste Management (OSHA; RCRA)
ISO 14001 Environmental Management System

Licenses:

California Qualified Applicator Certificate (A-Residential, Industrial, and Institutional; B-Landscape Maintenance; C-Right of Way; D-Plant Agriculture; E-Forest; F-Aquatic; G- Regulatory; H-Seed Treatment; J-Demonstration and Research) (Expired)
California Agricultural Pest Control Advisor License (A-Insects/mites and other invertebrates; D-Vertebrate pests; E-Weeds) (Expired)

Memberships:

One year member of the Salton Sea Science Subcommittee investigating pollutants chemicals in the sea water and sediments
10-Year member of the Flat-tailed Horned Lizard Strategy Management Oversight Group representing the Navy and Naval Air Facility El Centro
Over 20-year member of the Lower Colorado River Multi-Species Conservation Program representing IID to maintain IID s 3.2 Million Acre Feet of historic appropriation of Colorado River water for the Imperial Valley Agricultural, Residential, and Industrial Customers

Education

1977 1980 California State Polytechnic University Pomona, CA

BS, Agricultural Biology.

1996 - 1998 San Diego State University, Imperial Valley Campus
Graduate course work towards Masters degree in Public Administration

Honors/Awards

1989 US Department of Agriculture, Animal and Plant Health Inspection Service
Award for Distinguished Service Hydrilla Research Program - contributions in support of
the Agricultural Plant Health and Inspection Service mission of protecting American agriculture, and for outstanding
accomplishments in pioneering biological control of hydrilla, which resulted in the unrestricted flow of irrigation water sustaining a
major agricultural region."

2011 American Red Cross All Star Award
For leadership role and developed expertise and commitment to the American Red Cross

2011 Environmental Excellence Award from the National Association of Environmental Professionals (NAEP) - NAEP award in the
category of Conservation Programs for all of the environmental conservation and mitigation involved in the All-American Canal
Lining Project.

Interests

Volunteer Disaster Coordinator for the American Red Cross San Diego/Imperial Counties, Reading, Hiking,
Travel.

PROFESSIONAL SUMMARY /CRYSTAL SHORE 970.219.9401

- 19 years of experience and knowledge of wildlife research techniques and scientific writing.
- Outstanding ability to effectively manage multiple projects and complete deadlines on time.
- Notable ability to analysis and evaluate scientific data.
- Can work independently with little supervision or in a group setting.
- Excellent interpersonal, verbal, written and organizational skills.
- Strong ability to interact with the public and natural resource management agencies.

WORK HISTORY

May 2021- Current

Biologist, Barrett Biological Surveys

Imperial County, California

- Conducted post-construction burrowing owl population surveys.
- Conducted pre-construction surveys for burrowing owls and badgers.
- Construction biological monitoring; including environmental training, preconstruction surveys, bi-weekly monitoring, and reporting.

April 2018-August 2018

Associate Field Scientist/On-Call Environmental Consultant, Sequoia Ecological Consulting, Inc.

Danville, California

- Construction compliance and biological monitoring; including environmental training, preconstruction surveys, daily monitoring, and reporting.
- Conducted pre-construction surveys for nesting birds, wildlife and special status species.
- Lead environmental training for vegetation removal crews, monitored all site activities, and submitted daily reports.
- Captured, handled, measured and relocated western pond turtles.
- Conducted burrowing owl population counts and nesting surveys and monitored for owl disturbance during vegetation removal.
- Compliance monitoring for California state and federal regulations, including: Endangered Species Act, Migratory Bird Treaty Act, National Environmental Policy Act, Clean Water Act, California Environmental Quality Act, and National Environmental Policy Act.

March 2016-October 2017

Biological Science Technician, US Geological Survey

Western Ecological Research Center, Dixon Field Station

- Trapped rodents in bird colonies using animal cage traps and bait.
- Monitored Forster's Tern, American Avocet, and Black-necked Stilt nests to determine nest fate and causes of mortality.
- Collected random eggs from Forester's Tern, American Avocet, and Black-necked Stilt nests for mercury testing, concentration, and impact on hatching success.
- Collected dead chicks, took feather samples, and measurements to determine the effects of mercury on chick mortality.
- Banded Forester's Tern chicks, took measurements and feather samples to determine growth rate and survival using mark-recapture methodology.
- Assisted with Caspian Tern and Western Snowy Plover social attraction program to attract terns and plovers to nesting islands using decoys and call back sound system.
- Conducted surveys to count waterbird numbers, Caspian Tern and Western Snowy Plover behavior, resight banded Caspian Terns and count nesting terns and plovers on islands with decoys and call back sound system.
- Assisted with modifying data sheets, protocols, and survey techniques for Caspian Tern and Western Snowy Plover social attraction project.
- Wrote end of the season summary on the Caspian Tern/Snowy Plover social attraction project.
- Used ArcGIS to count nesting terns via aerial photographs.
- Maintained and operated field and laboratory equipment, boats, trucks, and aquatic sampling gear.
- Processed collected specimen samples in laboratory setting.

- Cleaned and sanitized laboratory setting to prevent cross contamination of specimens
- Conducted tests to determine mercury levels in avian tissues using M3000 Mercury Analyzer machine.
- Entered, proofed and summarized data collected in the field using MS Word and Excel.
- Managed, organized, and tracked large numbers of field collected biological samples and the data associated with such samples.
- Assisted the Contracting Officer's Representative in procurement of materials and supplies.

March 2015-January 2016

Biological Science Technician, US Geological Survey

Western Ecological Research Center, Dixon Field Station

- Similar duties as the more recent related position listed above.

April 2012 – October 2014

Seabird Monitoring Site Supervisor with Humboldt State University and US Fish and Wildlife Service

San Francisco Bay National Wildlife Refuge Complex, Fremont, CA

- Common murre and other seabird breeding colony restoration and population and productivity monitoring.
- Analysis of cormorant nests in aerial photographs, along the Central and Southern California coast.
- Marine mammal population monitoring.
- Anthropogenic and non-anthropogenic disturbance monitoring.
- Access database entry, management, and analysis.
- Summarized statistical results and report writing.
- Assisted with annual shorebird survey.
- Assisted with annual population counts of endangered clapper rail.
- First author on manuscript to be published in Western Birds journal.

May 2011 – September 2011

Biological Science Technician and Site Supervisor, US Fish and Wildlife Service

Alaska Maritime National Wildlife Refuge, Aiktak Island, AK

- Supervised biological technician.
- Managed daily operations of a remote field camp.
- Collected flowering chronology, daily weather and mean weekly sea surface temperatures.
- Conducted seabird population counts.
- Collected diet samples and biometrics on storm-petrels and puffins.
- Conducted passerine transect surveys.
- Monitored nesting seabirds, shorebirds, and raptors.
- Monitored marine mammals.
- Conducted oil contamination transects.
- Summarized and analyzed data and report writing.

April 2010 – March 2011

Seabird Monitoring Biological Technician with Humboldt State University and US Fish and Wildlife Service

San Francisco Bay National Wildlife Refuge Complex, Fremont, CA

- Similar duties as the more recent related position listed above.

April 2009 – August 2009

Seabird Monitoring Biological Technician with Humboldt State University and US Fish and Wildlife Service

San Francisco Bay National Wildlife Refuge Complex, Fremont, CA

- Similar duties as the more recent related position listed above.

November 2008 – March 2009

Biological Science Technician, US Fish and Wildlife Service

Bitter Lake National Wildlife Refuge, Roswell, NM

- Used sticky traps to keep scorpions and brown recluse out of offices and garages.
- Supervised volunteers.
- Assisted with taking weekly air quality readings.
- Conducted monthly water quality surveys in sinkhole ponds.
- Conducted waterfowl, shorebird, raptor, and lesser sandhill crane counts.
- Restored and placed American kestrel nest boxes around refuge.
- Participated in the Christmas Bird Count.
- Initiated a point count survey for passerines.
- Assisted with eradicating feral hog population on the refuge.
- Wrote a Biological Opinion for a Section 7 consultation of prescribed burn.
- Collected native *Phragmites* spp. for species identification and a leaf sample project.
- Mapped noxious weed *Ravenna* sp. grass using a GeoXT Trimble Unit, downloaded raw data in Refuge Lands GIS program, created maps, and organized data sets.
- Assisted with maintenance and monitoring of living collection exhibits.

April 2008 – September 2008

Biological Science Technician, US Fish and Wildlife Service

Medicine Lake National Wildlife Refuge, Medicine Lake, MT

- Conducted waterfowl pair counts.
- Assisted with waterfowl aging, sexing, and banding.
- Completed HAPET (Habitat and Population Evaluation Team) surveys for breeding shorebirds.
- Counted California and ring-billed gull nests.
- Assisted with the Piping Plover Reproductive Success Program.
- Counted American white pelican and double-crested cormorant nests.
- Banded American white pelican chicks and monitored for West Nile Virus outbreaks.
- Surveyed for nesting raptors.
- Conducted a roadside raptor survey.
- Assisted with the prairie inventory vegetation transects.
- Assisted with creating a youth conservation day on the refuge for a local school group.
- Filled in and lead the Youth Conservation Corp (YCC).

August 2007 – April 2008

Biological Science Technician and co-Crew Lead, US Fish and Wildlife Service

Hawaiian Islands National Wildlife Refuge, Laysan Island, HI

- Initiated invasive plant eradication project and sprayed plants using herbicide application techniques and methods.
- Baited and trapped ant species for identification.
- Supervised and lead members of field crew.
- Conduct wildlife monitoring surveys of nesting seabirds and endangered endemic birds.
- Conduct endangered sea turtle nest monitoring and endangered monk seal population and pup monitoring.
- Conducted habitat restoration including the control of invasive species and the propagation of endangered plants.
- Conducted line transect and plot vegetation surveys.
- GPS/GIS work related to habitat restoration and wildlife monitoring.
- Create and maintain various management and research databases.
- Report writing and summarizing data and statistics from the field season.

April 2007 – August 2007

Seasonal Wetlands Biologist

Rocky Mountain Bird Observatory, Fort Collins, CO

- Supervised a biology intern.
- Surveyed waterfowl, shorebirds, and upland birds around playas.
- Conducted vantage and flush counts of birds.

- Worked and communicates with stakeholders to access private property and discuss current conservation concerns and issues.
- Conducted anuran nocturnal call surveys.
- Conducted hydrology surveys.
- Completed vegetation plot surveys on dry playas.
- Used ArcGIS program to create rainfall and wet playa maps.
- Entered data into Access Database and Excel spreadsheets.

March 2006 – November 2006

Biological Science Technician with US Fish and Wildlife Service

Hawaiian Islands National Wildlife Refuge, Laysan Island, HI

- Similar duties as the more recent related position listed above.

May 2005 – October 2005

Biological Science Technician, US Fish and Wildlife Service

Arapaho National Wildlife Refuge, Walden, CO

- Trapped ground squirrels using burrow entrance traps.
- Supervised biology interns, technicians, and YCC members.
- Supervised and independently conducted monthly waterfowl and shorebird population surveys.
- Worked and communicated with private landowners to access private property for water management.
- Conducted waterfowl brood count surveys.
- Assisted with Canada goose banding.
- Assisted with surveying waterfowl nests.
- Conducted research to determine optimal sage grouse habitat.
- Collected malformed amphibian assessment data on chorus and leopard frogs.
- Conducted mark recapture surveys for endangered boreal toads.
- Conducted endangered North Park Phacelia (*Phacelia formosula*) population counts.

May 2004 – August 2004

Biological Science Technician, US Fish and Wildlife Service

Arapaho National Wildlife Refuge, Walden, CO

- Similar duties as the more recent related position listed above.

May 2003 – August 2003

Biological Science Technician, US Fish and Wildlife Service

Arapaho National Wildlife Refuge, Walden, CO

- Similar duties as the more recent related position listed above.

May 2002 – August 2002

Internship/Volunteer, US Fish and Wildlife Service

Arapaho National Wildlife Refuge, Walden, CO

- Similar duties as the more recent related position listed above.

EDUCATION

Bachelor of Science in Wildlife Biology, Minor in Fishery Biology (2005)

COLORADO STATE UNIVERSITY, FORT COLLINS, CO

ADDITIONAL TRAINING

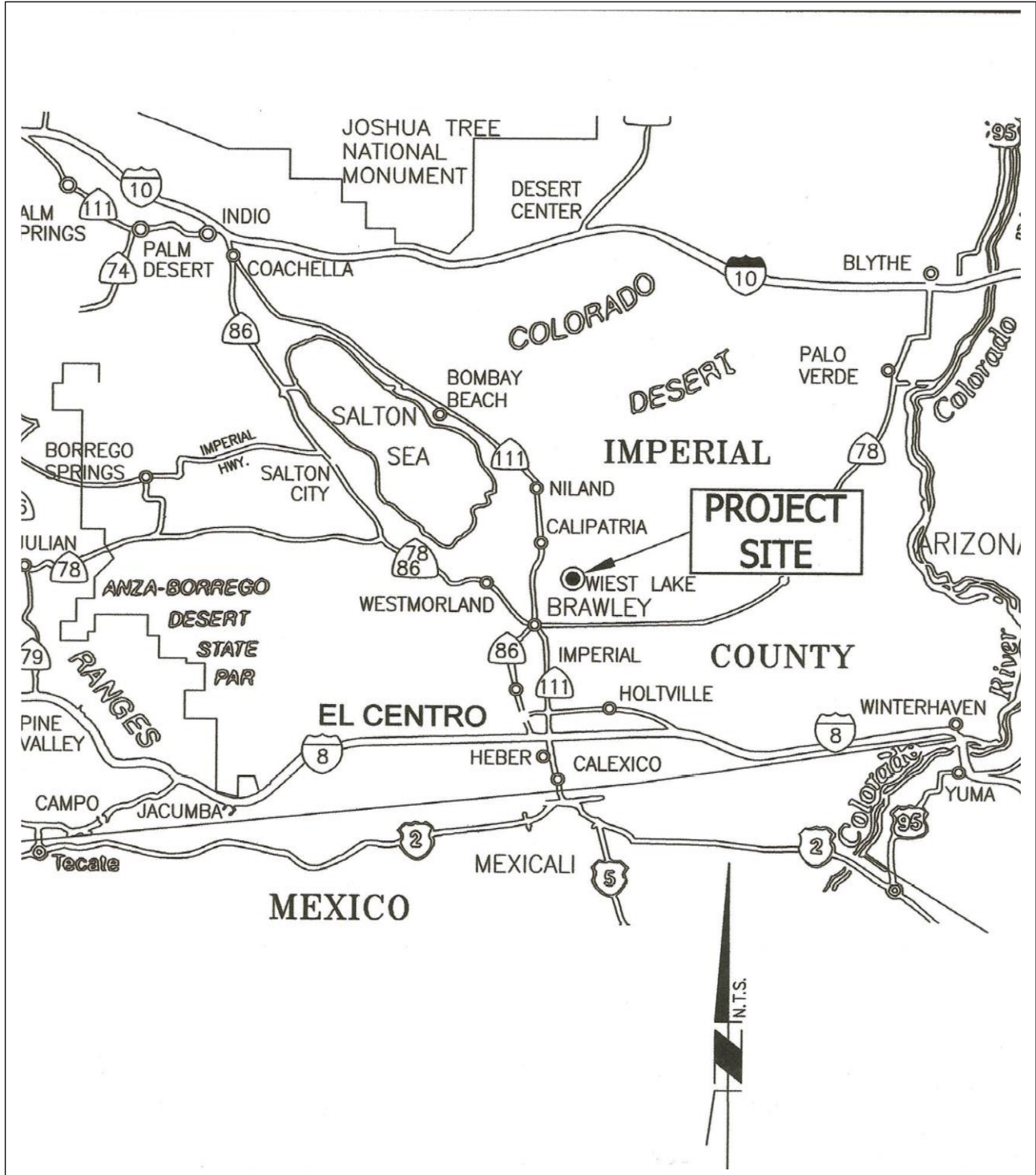
- Red Cross Cardiopulmonary Resuscitation (CPR) and First Aid Training – April 2016
- A-312 Water Ditching and Survival - December 2012
- B3 Combination Helicopter/Airplane Safety - March 2011
- Raptor Field Techniques Workshop, Linwood Springs Research Station, Stevens Point, WI - October 2008

- National Outdoor Leadership School (NOLS) Wilderness First Aid - March 2006
- Natural Resource Ecology & Measurements, CSU, Fort Collins, CO - June 16–July 11, 2003
- S-130/190 I-100 Wildland Firefighter - May 2003
- 24-hour HazWoper Training Certification w 8-hour HazWoper refresher
- A-312 Water Ditching and Survival Certification
- B3 Combination Helicopter/Airplane Safety Certification

AWARDS AND HONORS

- Volunteer Monetary Award: 2002, 2009
- United States Fish and Wildlife Service (USFWS) Employee Performance Award: 2008, 2009
- United States Geological Survey Employee Performance Award: 2016, 2017

FIGURE 1
REGIONAL LOCATION MAP



**FIGURE 2
BIOLOGICAL
RESOURCES MAPS**



Ruderal vegetation

S26

Rutherford Rd

Rutherford Rd

Rutherford Rd

S26

Park Ave

Wiest Lake

Mulberry Drain

Wiest Lake Construction Area

Wiest Lake

Dietrich Rd

Cattle feedlot

Outlet from Wiest Lake

Agricultural fields

Construction area

Alamo River

Agricultural field

500 foot buffer

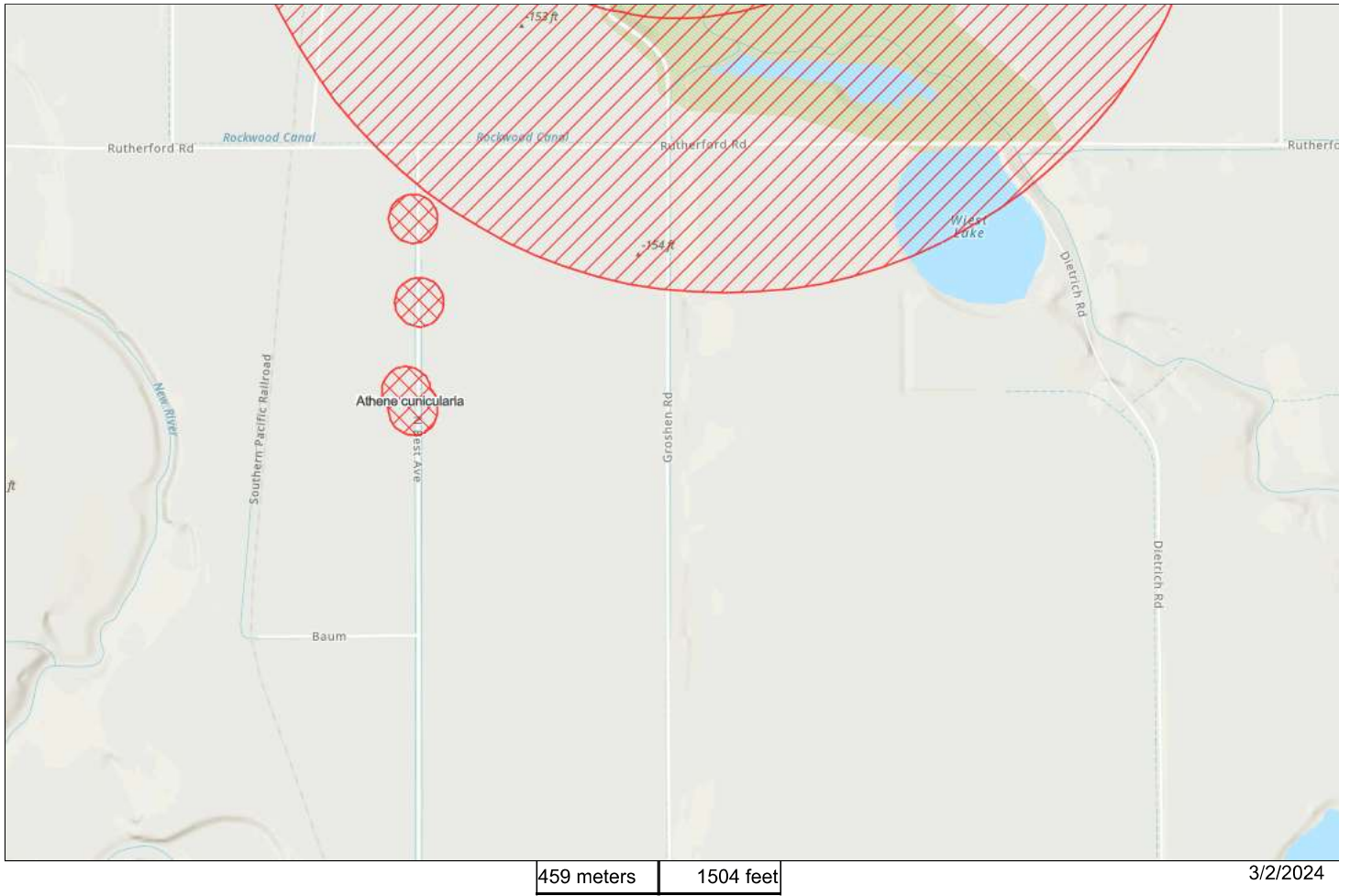
Dietrich Rd

Dietrich Rd

Moorhead Canal



BIOS Map Weist Lake BUOW








(ENTER MAP CAPTION OR YOUR DESCRIPTION HERE)

Map Legend

California Natural Diversity Database (CNDDDB) Commercial [ds85]

- Plant (80m)
- Plant (specific)
- Plant (non-specific)
- Plant (circular)
- Animal (80m)
- Animal (specific)
- Animal (non-specific)
- Animal (circular)
- Terrestrial Comm. (80m)
- Terrestrial Comm. (specific)
- Terrestrial Comm. (non-specific)
- Terrestrial Comm. (circular)
- Aquatic Comm. (80m)
- Aquatic Comm. (specific)
- Aquatic Comm. (non-specific)
- Aquatic Comm. (circular)

-  Multiple (80m)
-  Multiple (specific)
-  Multiple (non-specific)
-  Multiple (circular)
-  Sensitive EO's (Commercial only)

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for more updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0 NAVD 83. Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations shown in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 11. The **horizontal datum** was NAD 83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. Base flood elevations shown on this FIRM may be converted to the Imperial County datum, in NAVD88, by adding 1000 feet. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NIMS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 1992 or later.

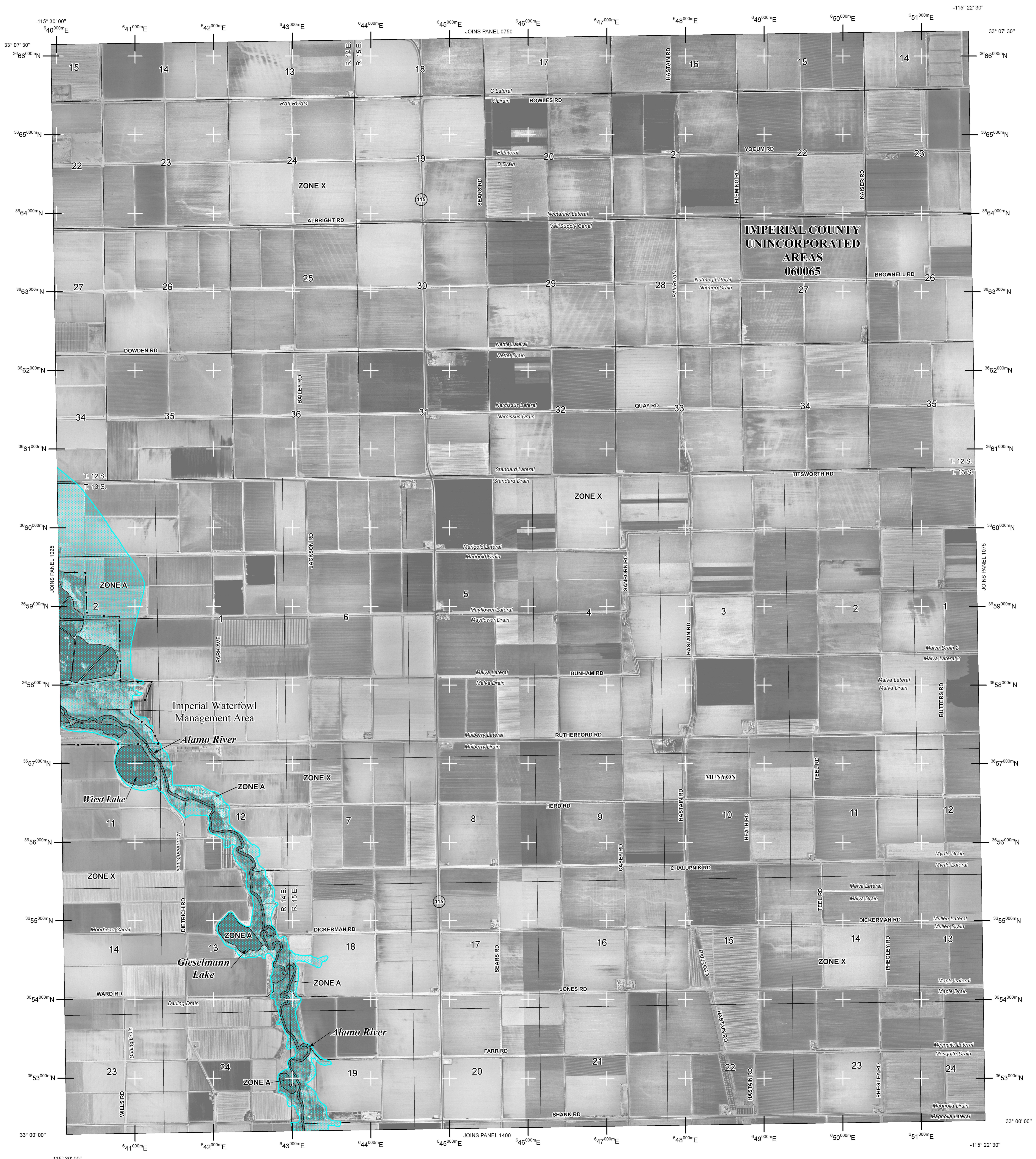
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, an accompanying Flood Insurance Study Report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.msc.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.



LEGEND

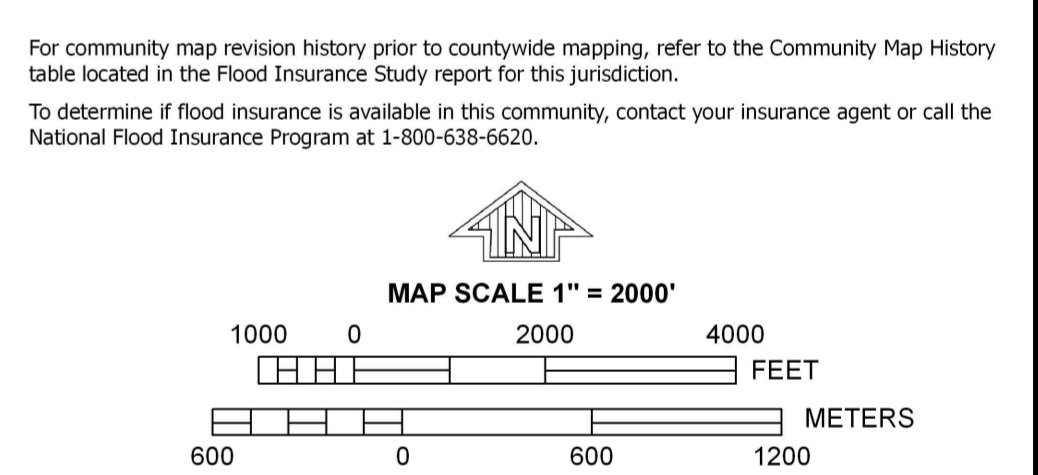
- SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); base flood elevations determined.
- FLOODWAY AREAS IN ZONE AE
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS
- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are determined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
- OTHERWISE PROTECTED AREAS (OPAs)
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*
- (EL 987)
- *Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 1000-meter Universal Transverse Mercator grid values, zone 11
- 5000-foot grid ticks: California State Plane coordinate system, VI zone (FIPSZONE 0406), Lambert Conformal Conic
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M 1.5
- River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
September 26, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1050C

FIRM FLOOD INSURANCE RATE MAP IMPERIAL COUNTY, CALIFORNIA AND INCORPORATED AREAS

PANEL 1050 OF 2300
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
IMPERIAL COUNTY UNINCORPORATED AREAS 060065 1050 C

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject.

MAP NUMBER 06025C1050C

EFFECTIVE DATE SEPTEMBER 26, 2008

Federal Emergency Management Agency

**FIGURE 4
SPECIFICATION SHEETS**

NOTES:

THE CONTRACTOR SHALL COMPLY AT MINIMUM WITH THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLANS. THE CONTRACTOR SHALL MODIFY THE EROSION AND SEDIMENT CONTROL PLAN AND IMPLEMENT NEW MEASURES AS NEEDED TO ASSURE COMPLIANCE WITH THE LATEST REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD (SWRCB)

ALL PRIVATE AND PUBLIC STORM WATER CONVEYANCE SYSTEMS, SIDEWALKS, PUBLIC RIGHT-OF-WAYS, ETC. SHALL BE PROTECTED FROM POLLUTANT DISCHARGES AND MAINTAINED IN A NEAT AND CLEAN CONDITION FREE OF SEDIMENT, CONSTRUCTION MATERIAL, WASTE, MISCELLANEOUS DEBRIS AND DETERIORATED EROSION AND SEDIMENT CONTROLS.

CONTRACTOR TO PREPARE AND IMPLEMENT A DUST CONTROL PLAN PER IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) REQUIREMENTS.

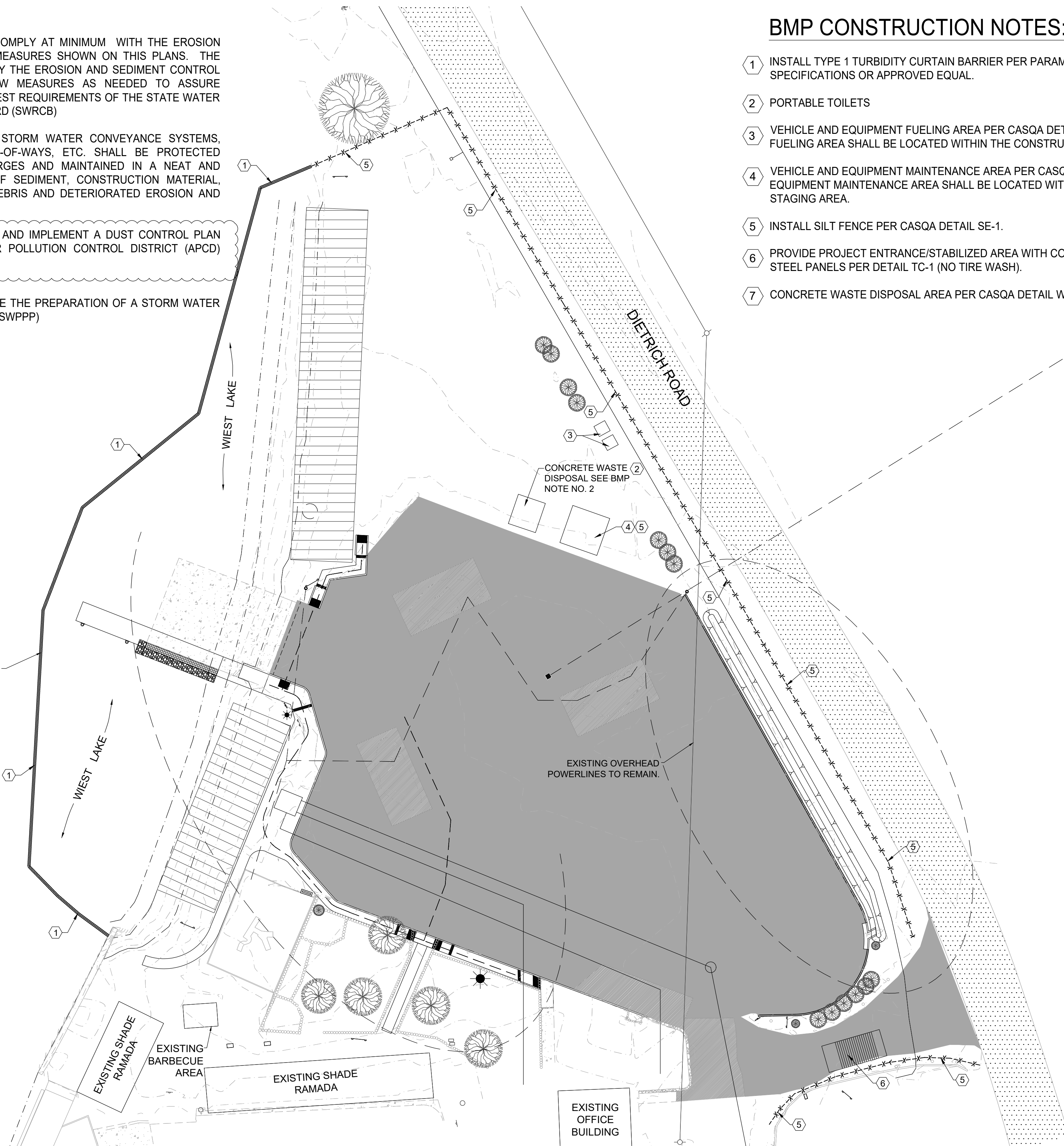
THIS PROJECT WILL REQUIRE THE PREPARATION OF A STORM WATER POLLUTION CONTROL PLAN (SWPPP)

BMP CONSTRUCTION NOTES:

- 1 INSTALL TYPE 1 TURBIDITY CURTAIN BARRIER PER PARAMOUNT MATERIALS SPECIFICATIONS OR APPROVED EQUAL.
- 2 PORTABLE TOILETS
- 3 VEHICLE AND EQUIPMENT FUELING AREA PER CASQA DETAIL NS-9. EQUIPMENT FUELING AREA SHALL BE LOCATED WITHIN THE CONSTRUCTION STAGING AREA.
- 4 VEHICLE AND EQUIPMENT MAINTENANCE AREA PER CASQA DETAIL NS-10. THE EQUIPMENT MAINTENANCE AREA SHALL BE LOCATED WITHIN THE CONSTRUCTION STAGING AREA.
- 5 INSTALL SILT FENCE PER CASQA DETAIL SE-1.
- 6 PROVIDE PROJECT ENTRANCE/STABILIZED AREA WITH CORRUGATED STEEL PANELS PER DETAIL TC-1 (NO TIRE WASH).
- 7 CONCRETE WASTE DISPOSAL AREA PER CASQA DETAIL WM-8.

EROSION AND SEDIMENT CONTROL NOTES:

1. FILTERED RUNOFF. ALL RUNOFF SHALL BE FILTERED PRIOR TO DISCHARGING FROM A SITE OR TO ANY TYPE OF PRIVATE OR PUBLIC STORM WATER CONVEYANCE SYSTEM (NATURAL WATERCOURSES, STREETS, GUTTERS, CONCRETE-LINED V-DITCHES, STORM DRAINS, FLOW-LINES, INLETS, OUTLETS, ETC.). ALL NON-PERMITTED DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORM WATER CONVEYANCE SYSTEM YEAR-ROUND
2. BEST MANAGEMENT PRACTICES (BMP'S). POLLUTION PREVENTION MEASURES, ALSO KNOWN AS BEST MANAGEMENT PRACTICES (BMP'S), MUST BE INSTALLED PRIOR TO ANY FIELD ACTIVITIES. THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR ESC (EROSION AND SEDIMENT CONTROL) MEASURES THROUGHOUT THE DURATION OF THE PROJECT FOR ALL CLEARING, DISKING, GRADING, EXCAVATING AND STOCKPILING ACTIVITIES, AND ON ALL EXPOSED SLOPES AND INACTIVE PADS THROUGHOUT THE ENTIRE SITE. THE DEVELOPER/CONTRACTOR IS ALSO RESPONSIBLE FOR ANY DISCHARGES FROM SUBCONTRACTORS.
3. EROSION AND SEDIMENT CONTROLS. ALL ESC MEASURES SHALL BE INSPECTED, RESTORED, REPAIRED OR MODIFIED YEAR-ROUND THROUGHOUT THE SITE TO PROTECT PERIMETERS, ADJACENT PROPERTIES, ENVIRONMENTALLY SENSITIVE AREAS AND ALL PRIVATE/PUBLIC STORM WATER CONVEYANCE SYSTEMS. IF ANY EROSION OR SEDIMENT CONTROLS FAIL DURING ANY RAIN EVENT, MORE EFFECTIVE ONES WILL BE REQUIRED IN THEIR PLACE.
 - a. EROSION CONTROLS. EROSION CONTROLS SHALL INCLUDE, BUT ARE NOT LIMITED TO APPLYING AND ESTABLISHING: VEGETATIVE COVER, WOOD MULCH, STAPLED OR PINNED BLANKETS (STRAW, COCONUT OR OTHER), PLASTIC SHEETING (MINIMUM 10-MIL), POLYPROPYLENE MATS, SPRAY-ON CONTROLS TO ALL DISTURBED AREAS OR OTHER MEASURES APPROVED BY THE COUNTY PUBLIC WORKS DEPARTMENT. JUTE NETTING SHALL NOT BE USED AS A STAND-ALONE EROSION CONTROL. FOR SLOPES GREATER THAN 4:1, PROVIDE FIBER ROLLS AND EITHER A BONDED FIBER MATRIX PRODUCT APPLIED TO A RATE OF 3500 LB/ACRE OR A STABILIZED FIBER MATRIX PRODUCT APPLIED TO A RATE OF 10 GAL/ACRE. THE COUNTY PUBLIC WORKS DEPARTMENT MAY APPROVE DIFFERENT APPLICATION RATES FOR SLOPES LESS THAN 4:1.
 - b. SEDIMENT CONTROLS. SEDIMENT CONTROLS SHALL INCLUDE, BUT ARE NOT LIMITED TO: DESILTING BASINS, GRADED BERMS, FIBER ROLLS, SILT FENCES, GRAVEL BAG CHEVRONS (FILLED WITH MINIMUM 3" GRAVEL), CHECK DAMS, DRAINAGE INLET PROTECTION, ETC. FIBER ROLLS SHALL BE INSTALLED IN 15-FOOT INCREMENTS MEASURED ALONG THE FACE OF THE SLOPE. SILT FENCE SHALL BE INSTALLED ALONG INTERIOR STREETS AND COMBINED WITH GRAVEL-BAG OR SILT FENCE CHEVRONS INSIDE THE SIDEWALK RIGHT-OF-WAY OR BACK OF CURBS.
4. STATE CONSTRUCTION GENERAL PERMIT. IF THE PROJECT DISTURBS, EXPOSES OR STOCKPILES ONE ACRE OR MORE OF SOIL, THE SITE MUST BE COVERED UNDER THE STATE CONSTRUCTION GENERAL PERMIT. A WASTE DISCHARGE IDENTIFICATION (WDI) NUMBER, A RISK LEVEL DETERMINATION NUMBER AND THE QUALIFIED "STORM WATER POLLUTION PREVENTION PLAN" (SWPPP) DEVELOPER (QSD) SHALL BE PROVIDED TO THE COUNTY PRIOR TO ISSUANCE OF A GRADING PERMIT.
5. PERIMETER PROTECTION. PERIMETER PROTECTION MUST BE INSTALLED PRIOR TO ANY CLEARING ACTIVITIES. CLEARING SHALL BE LIMITED TO AREAS THAT WILL BE IMMEDIATELY GRADED OR DISTURBED. A COMBINATION OF ESC MEASURES SHALL BE IMPLEMENTED IN AREAS THAT HAVE BEEN CLEARED. ALL DISTURBED AREAS OF AN INACTIVE SITE SHALL ALSO BE PROTECTED.
6. CONSTRUCTION ACCESS POINTS. CONSTRUCTION ACCESS POINTS SHALL BE STABILIZED WITH A COMBINATION OF ROCK AND SHAKER PLATES TO PREVENT TRACK-OUT. INTERIOR ACCESS POINTS (ALL PROPOSED DRIVEWAYS, MATERIAL STORAGE AND STAGING AREA ENTRANCES/EXITS, ETC.) SHALL ALSO BE PROTECTED WITH ROCK TO PREVENT TRACK-OUT ONTO INTERIOR STREETS. ROUTINE STREET SWEEPING SHALL BE PERFORMED ON ALL PAVED STREETS WHERE TRACKING IS OBSERVED. VACUUM SWEEPERS SHALL BE USED WHEN STREET SWEEPING BECOMES INEFFECTIVE. CONTROLLED STREET WASHING SHALL ONLY BE ALLOWED PRIOR TO THE APPLICATION OF ASPHALT SEAL COATS, AND ONLY WHEN ALL PERTINENT DRAINAGE INLETS ARE PROTECTED.
7. MATERIAL STORAGE. MATERIAL STORAGE AND STAGING AREAS SHALL BE ESTABLISHED. FUEL TANKS, PORTABLE TOILETS, LIQUIDS, GELS, POWDERS, LANDSCAPE MATERIALS AND STOCKPILES OF SOIL SHALL BE STORED AWAY FROM ALL PRIVATE/PUBLIC STORM WATER CONVEYANCE SYSTEMS, SIDEWALKS, RIGHT-OF-WAYS AND FLOW-LINES AND SHALL HAVE SECONDARY CONTAINMENT. INACTIVE STOCKPILES OF SOIL SHALL BE COVERED AT ALL TIMES. ACTIVE STOCKPILES SHALL BE COVERED PRIOR TO A FORECAST RAIN.
8. CONSTRUCTION WASTE. CONSTRUCTION WASTE AND MISCELLANEOUS DEBRIS SHALL BE PLACED IN WATER-TIGHT BINS. WIRE MESH RECEPTACLES SHALL NOT BE ALLOWED. WASH-OUT STATIONS SHALL BE PROVIDED FOR CONCRETE, PAINTS, STUCCO AND OTHER LIQUID WASTE, AND SHALL BE LINED WITH PLASTIC AND LOCATED AWAY FROM PUBLIC RIGHT-OF-WAYS, FLOW LINES, ETC. PRIOR TO ANY FORECAST RAIN, BINS AND WASH-OUTS SHALL BE COVERED WITH LIDS OR PLASTIC TARPS.
9. MAINTENANCE. ALL ONSITE AND OFFSITE FLOW LINES (I.E., V- AND BROW-DITCHES, TERRACE DRAINS, RIBBON GUTTERS, CURB GUTTERS, ETC.), STORM WATER CONVEYANCE SYSTEMS, CHECK DAMS, CHEVRONS, SILT FENCES AND DESILTING BASINS SHALL BE FREE OF SEDIMENT, CONSTRUCTION MATERIALS, WASTE, MISCELLANEOUS DEBRIS AND DETERIORATED ESC MEASURES YEAR-ROUND.
10. OBSTRUCTIONS. NO OBSTRUCTIONS, OTHER THAN BMP'S, SHALL BE ALLOWED WITHIN ANY STORM WATER CONVEYANCE SYSTEM, UNLESS ALTERNATIVE DRAINAGE FACILITIES HAVE BEEN APPROVED BY THE COUNTY PUBLIC WORKS DEPARTMENT.



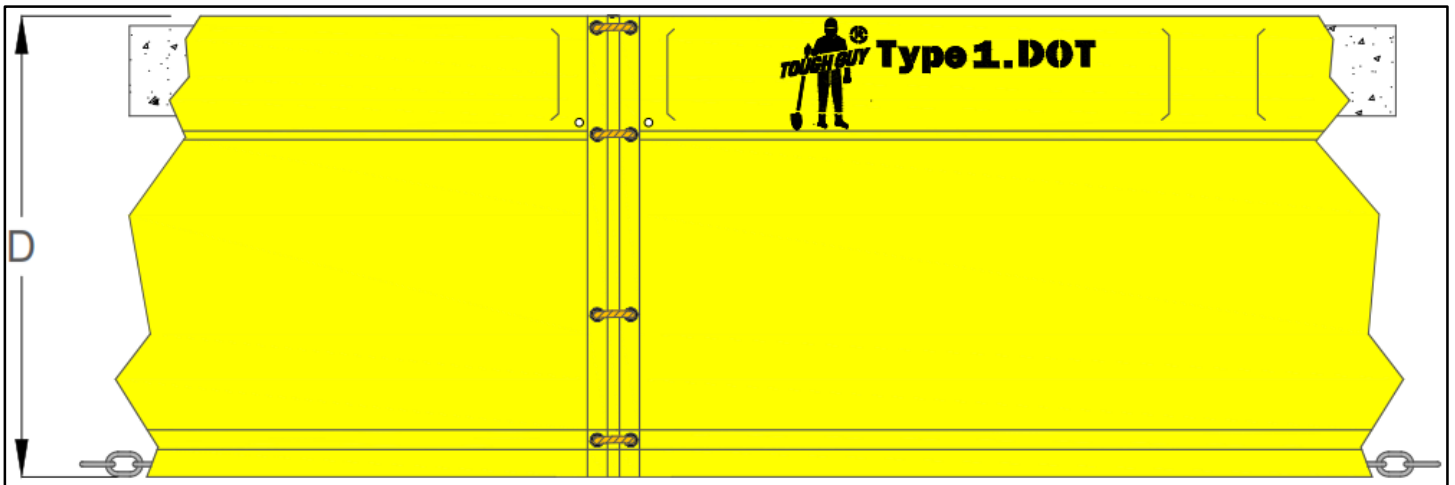
INSTALL 370' ± TYPE 1 TURBIDITY CURTAIN BARRIER. DEPTH VARIES

SCALE:
11"x17" Sheet 1" = 50'
24"x36" Sheet 1" = 25'

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION	DATE	COMMENTS										<p>PREPARED UNDER THE DIRECT SUPERVISION OF:</p> <div style="display: flex; align-items: center;"> <div> <p>Dynamic CONSULTING ENGINEERS</p> <p>CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT</p> <p>2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL CA. 92251</p> <p>TEL. (760) 545-0162 FAX (760) 545-0163</p> </div> </div>	<p>APPROVED BY THE COUNTY OF IMPERIAL:</p> <div style="display: flex; align-items: center;"> <div> <p>PUBLIC WORKS DEPARTMENT</p> <p>COUNTY OF IMPERIAL</p> </div> </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>4/26/2024</td> </tr> <tr> <td>DRAWN</td> <td>DB</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>CHECKED</td> <td>CB</td> </tr> </table>	DATE	4/26/2024	DRAWN	DB	SCALE	AS SHOWN	CHECKED	CB	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">COMMUNITY AND ECONOMIC DEVELOPMENT</td> <td style="text-align: center;">EROSION AND SEDIMENT CONTROL PLAN</td> </tr> <tr> <td style="text-align: center;">IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT</td> <td style="text-align: center;">SHEET 27 OF 27</td> </tr> </table>	COMMUNITY AND ECONOMIC DEVELOPMENT	EROSION AND SEDIMENT CONTROL PLAN	IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 27 OF 27
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AER-FLO®

4455 18th Street East, Bradenton, FL 34203
800.823.7356 • www.aerflo.com



Tough-Guy® Floating Turbidity Barrier Type 1.DOT

Specifications

Fabric: 18oz. nominal PVC coated polyester

Base Fabric (100% Polyester)

Weight (FS-191-5041)

Tensile Strength, Grab (ASTM 4632)

Tear Strength, Tongue (ASTM 2261)

Elongation (ASTM 4632)

Adhesion Strength (ASTM 751)

Abrasion Resistance (ASTM 4833)

Hydrostatic Resistance (ASTM 751)

UV Resistance (Weather-O-Meter)

Cold Crack Resistance (ASTM 2136)

High Temperature Resistance (ASTM 2136)

Flame Resistance

Special Treatment(s)

1000D x 1000D / 9 x 9

18oz./yard²

325 lbs x 310 lbs

55 lbs x 45 lbs

21% x 21%

17 x 17 lbs/inch

325 cycles

At least 660 lbs/inch²

Not excessive fading after 1000 HRS

-40° F

180° F (Does not Block)

Pass

Anti Mildew

All seam heat sealed

5/8" diameter poly rope reinforced vertical edges

#4 brass grommets

1/4" galvanized chain ballast

EPS flotation foam: 6" x 6", 13.5 lb./ft. buoyancy in fresh water and 14.4 lb./ft. buoyancy in saltwater

MADE IN THE USA

AER-FLO®

Manufactured by Aer-Flo, Inc.
Bradenton, FL

Sold by Authorized Distributors

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LEGEND:

1. #1 : INSTALL-370 ' TYPE 1 TURBIDITY CURTAIN BARRIER "DEPTH VARIES"
2. #2 : EXISTING BARBECUE AREA
3. #3 : EXISTING SHADE RAMADA
4. #4 : EXISTING OFFICE BUILDING
5. #5 : INSTALL SILT FENCE
6. #6 : VEHICLE AND EQUIPMENT FUELING AREA.
7. #7 : VEHICLE AND EQUIPMENT MAINTENANCE AREA.
8. #8 : EXISTING BOAT RAMP.
9. #9 : NEW BOARDING FLOAT WITH CONCRETE DECKING, (**INSTALL 8'x60' STEEL FRAME BOARDING FLOAT SYSTEM**).
10. #10 : EXISTING SHADED AREA.
11. #11 : NEW SINGLE UNIT FLUSH TOILET.

IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING - FACILITY PROJECT

PROJECT NO.: SR6081CED

REVISIONS:

NO.	DESCRIPTION	DATE



SCALE: 0 NTS

EXHIBIT E

SITE PLAN

IMPERIAL COUNTY

**Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227**

COUNTY PROJECT NO. SR6081CED



COUNTY OF IMPERIAL

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT; COUNTY PROJECT NO. SR6081CED



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.

LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE 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 REVISION ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.

UTILITIES COORDINATION

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.

GAS:	TELEPHONE NO.	811
IID POWER:	TELEPHONE NO.	(760) 339-9280
IID WATER:	TELEPHONE NO.	(760) 339-9263
AT&T TELEPHONE:	TELEPHONE NO.	(800) 422-4133
CATV:	TELEPHONE NO.	(760) 312-6512
WATER AND SEWER -	COUNTY WATER DISTRICT	
	TELEPHONE NO.	(760) 572-0177
TDS TELECOM	TELEPHONE NO.	(760) 572-7100
TIME WARNER COMM.	TELEPHONE NO.	(760) 694-8670

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 HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

ACCURATE VERIFICATIONS AS TO SIZE, LOCATION AND DEPTH OF EXISTING UNDERGROUND SERVICES SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY THE SOUTHERN CALIFORNIA GAS COMPANY, 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 811.

IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CONTACT THE UTILITY AGENCIES, ADVISE THEM OF THE PROPOSED IMPROVEMENTS AND BEAR THE COST OF RELOCATIONS, IF NEEDED.

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.

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 ACCEPTANCE.

ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS STANDARDS, DIVISION OF BOATING AND WATERWAYS (DBW) GUIDELINES, AND ENCROACHMENT PERMIT CONDITIONS, ANY 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 COUNTY; WHERE, OR IF, CONFLICTS OCCUR, THEN THE IMPERIAL COUNTY REQUIREMENTS SHALL GOVERN.

UNLESS SPECIFICALLY INDICATED OTHERWISE METHODS EMPLOYED AND MATERIAL USED IN THE CONSTRUCTION OF ALL OFFSITE IMPROVEMENTS SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE "STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED MAY 2006". ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL AS REQUIRED.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF SAFETY AND TO ADHERE TO ALL PROVISIONS OF THE STATE CONSTRUCTION SAFETY ORDERS AND STANDARDS.

TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT WORK AREA TRAFFIC CONTROL HANDBOOK OR AS DIRECTED BY THE IMPERIAL COUNTY TRAFFIC ENGINEER.

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 CONTRACTORS OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER RESETTING OF THE SAME AS PER THE SUBDIVISION MAP ACT, THE PROFESSIONAL LAND SURVEYORS ACT AND THE SATISFACTION OF THE COUNTY SURVEYOR/DIRECTOR OF PUBLIC WORKS. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY AS APPROPRIATE SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER.

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.

PROJECT INFORMATION

FUNDED BY:
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

CONSTRUCTION ADMINISTRATION BY:
COUNTY OF IMPERIAL
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

FACILITIES MAINTENANCE BY:

COUNTY OF IMPERIAL

SCOPE:

DEMOLITION AND REMOVAL OF THE EXISTING CONCRETE ABUTMENT, SIDEWALK, A.C. PAVEMENT AND EXISTING SHADE STRUCTURES. CONSTRUCT NEW SHADE STRUCTURES, STEEL FRAME FLOATING SYSTEM, CONCRETE ABUTMENT, MODIFICATIONS TO EXISTING RESTROOM, INSTALL RIP-RAP, GRIND AND OVERLAY EXISTING ASPHALT, INSTALL SIGNAGE AND STRIPING AND INSTALL PROJECT CREDIT SIGN.

NOTE TO CONTRACTOR

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THE PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE COUNTY OF IMPERIAL IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

CARLOS BELTRAN, P.E.
DYNAMIC CONSULTING ENGINEERS, INC
2415 IMPERIAL BUSINESS PARK DR. STE. B
IMPERIAL, CA 92251
(760) 545-0162

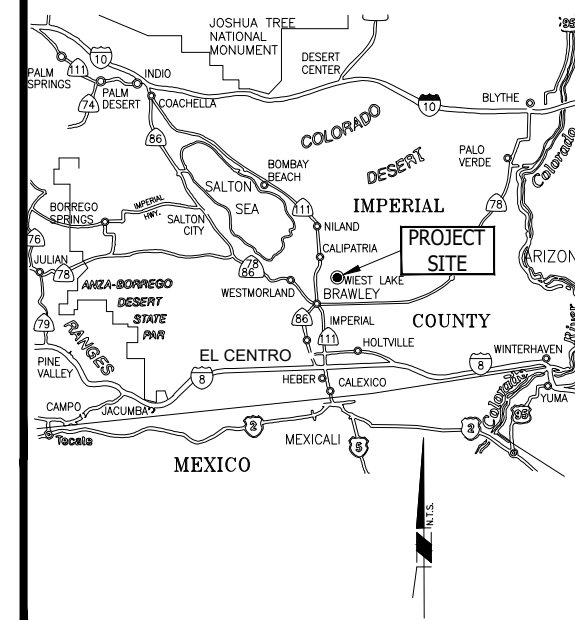
05/12/2021

CARLOS BELTRAN, P.E.
R.C.E. # 69121

DATE



VICINITY MAP



ABBREVIATIONS

AGG.	AGGREGATE	MIN	MINIMUM
APPROX.	APPROXIMATE	N	NORTH
Asph.	ASPHALT	N/O	NORTH OF
B.M.	BENCHMARK	N.T.S.	NOT TO SCALE
C. OR CL	CENTERLINE	OHE	OVER HEAD ELECTRIC
CLR.	CLEARANCE	PROP.	PROPOSED
CONC.	CONCRETE	R/W OR ROW	RIGHT-OF-WAY
E	EAST	RD	ROAD
E/O	EAST OF	STA.	STATION
E.P.	EDGE OF PAVEMENT	S	SEWER
EL. OR ELEV.	ELEVATION	SD	STORM DRAIN
EX. OR EXIST.	EXISTING	T.P.	TOP OF PAVEMENT
F.L.	FLOW LINE	THK.	THICK
F.S.	FINISH SURFACE	TYP	TYPICAL
L.F.	LINEAL FEET	W	WATER
MAX	MAXIMUM	W/O	WEST OF

BENCHMARK

PROJECT BENCHMARK:

THE PROJECT BENCHMARK IS A STANDARD DISK SET IN AN IMPERIAL IRRIGATION DISTRICT CONCRETE HEAD WALL OF A CONCRETE BOX CULVERT. TO REACH THE BENCHMARK, GO 3.55 MILES NORTH ALONG BEST ROAD FROM THE CROSSING OF MAIN STREET IN BRAWLEY TO THE INTERSECTION OF A DIRT ROAD, THEN GO 0.34 MILES WEST ALONG A PRIVATE ROAD JUST BEFORE THE RAILROAD CROSSING, IN THE TOP OF THE EAST CONCRETE HEAD WALL OF A CONCRETE BOX CULVERT, 2.8 FEET SOUTH OF THE NORTH END OF THE HEAD WALL, 7.8 FEET EAST OF THE EAST RAIL, 16.5 FEET SOUTH OF THE CENTER LINE OF THE ROAD, AND ABOUT 6-INCHES HIGHER THAN THE TRACK.

PROJECT ELEVATION: 854.63' (NAVD 88 + 1000)

SYMBOLS

ITEM NO.	ITEM	SYMBOL
1	STREET R/W LINE	---
2	STREET C/L	---
3	CABLE TV	CABLE
4	DRAIN (FIELD)	D
5	EX. EDGE OF ASPHALT	---
6	PROP. EDGE OF ASPHALT	---
7	EX. ASPHALT CONCRETE	---
8	PROP. ASPHALT CONCRETE	---
9	EDGE OF DIRT	---
10	CONCRETE SECTION	---
11	ROAD STRIPING	---
12	CONTOURS - MAJOR	980
13	CONTOURS - MINOR	---
14	CONTROL	△ N-17
15	SPOT ELEVATION	x 961.44
16	BENCHMARK (SEE DESCRIPTION)	⊕
17	BORROW PIT ELEVATIONS	⊕ 967.06±
18	PROPOSED BORROW PIT	---

SHEET INDEX

- TITLE SHEET
- GENERAL NOTES
- EXISTING CONDITIONS AND DEMOLITION PLAN
- GRADING AND IMPROVEMENT PLAN
- BLOW-UP DETAIL
- BLOW-UP DETAILS
- 24'x80' SHADE STRUCTURE
- 24'x80' SHADE STRUCTURE SECTIONS
- 24'x140' SHADE STRUCTURE
- 24'x140' SHADE STRUCTURE SECTIONS
- 24'x140' SHADE STRUCTURE SECTION
- SHADE STRUCTURE DETAILS
- SHADE STRUCTURE SPECIFICATIONS
- IMPROVEMENT DETAILS
- IMPROVEMENT DETAILS
- BOARDING FLOAT SITE PLAN
- GUIDE PILES DETAILS
- 8' x 60' BOARDING FLOAT SYSTEM
- STRIPING PLAN
- RESTROOM
- RESTROOM
- RESTROOM FOUNDATION DETAILS
- RESTROOM FOUNDATION DETAILS
- RESTROOM FOUNDATION DETAILS
- RESTROOM SPECIFICATIONS
- EXISTING AND PROPOSED UTILITIES

NOTE:
TOPOGRAPHICAL SURVEY CONDUCTED BY DYNAMIC CONSULTING ENGINEERS ON MAY 2015.



REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN, P.E. 69121 R.C.E. No.

05/12/2021 06/30/22
DATE REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
IMPERIAL, CA. 92251
TEL. (760) 545-0162 FAX (760) 545-0163

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

JOHN GAY, P.E. 62028 R.C.E. No.

APPROVED BY THE COUNTY OF IMPERIAL:

62028 R.C.E. No.
JOHN GAY, P.E. PUBLIC WORKS DIRECTOR
09/30/21
DATE REG. EXP.

DATE 05/12/2021
DRAWN DB
SCALE AS SHOWN
CHECKED CB

COMMUNITY AND ECONOMIC DEVELOPMENT
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

TITLE SHEET
SHEET 1 OF 26

GENERAL NOTES

- 1. CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS WORK. AT THE COMPLETION OF THE WORK REMOVE ALL RUBBISH, TOOLS, AND SURPLUS MATERIALS, AND LEAVE THE JOB IN A BROOM CLEAN CONDITION.
- 2. SELECTIVE DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. REPAIR ANY DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED. RETURN STRUCTURES AND SURFACES TO THE CONDITION PRIOR TO COMMENCEMENT OF SELECTIVE DEMOLITION. REPAIR ADJACENT CONSTRUCTION OR SURFACES, SOILED OR DAMAGED, BY SELECTIVE DEMOLITION WORK.
- 3. A LOCATION FOR THE CONTRACTOR'S CORPORATION YARD WILL BE DESIGNATED WITHIN THE SITE BY THE COUNTY. CONTRACTOR IS PERMITTED TO FENCE THIS AREA TO PROTECT OFFICES, STORED MATERIAL, AND EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR SECURING HIS/HER EQUIPMENT FROM THEFT OR VANDALISM.
- 4. THESE DRAWINGS DO NOT CONTAIN THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. WORKER AND PEDESTRIAN PROTECTION SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL CURRENTLY APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY, INCLUDING BUT NOT LIMITED TO OSHA REQUIREMENTS. FOR INFORMATION PLEASE CONTACT THE STATE INDUSTRIAL SAFETY DEPARTMENT (916-455-5818)
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION AND REPAIR OF DAMAGE TO THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITIES AS TO THE LOCATION OF ALL UNDERGROUND FACILITIES CALL "UNDERGROUND SERVICE ALERT" 811, 48 HOURS BEFORE DIGGING. ALSO CALL AND NOTIFY THE ENGINEER 48 HOURS PRIOR TO DIGGING.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR SITE CONDITIONS DURING WORKING HOURS, INCLUDING PUBLIC SAFETY, DUST CONTROL, AND EROSION AND SEDIMENT CONTROL.
- 7. THE CONTRACTOR IS FINANCIALLY RESPONSIBLE FOR THE MAINTENANCE OR REPAIR OF OFFSITE STREET SURFACES WHERE DAMAGE HAS BEEN SUSTAINED BECAUSE OF THE CONSTRUCTION TRAFFIC.
- 8. CONSTRUCTION NOISE SHALL BE IN COMPLIANCE WITH COUNTY REQUIREMENTS, CONSULT THE COUNTY FOR SPECIFIC RESTRICTIONS AND HOURS OF OPERATION.
- 9. THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL APPROVED DEVIATIONS FROM THE PLANS BEFORE AND DURING CONSTRUCTION. UPON COMPLETION OF WORK, ONE SET OF RED-LINED AS-BUILT PLANS SHALL BE SUBMITTED TO THE COUNTY FOR REVIEW AND ACCEPTANCE.
- 10. NO SOILS REPORT PROVIDED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING SOIL CONDITIONS PRIOR TO BIDDING.
- 11. THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WHERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDER-GROUND UTILITIES. HOWEVER THE COUNTY CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OUR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECT OR UTILITIES WHICH MAY BE ENCOUNTERED BUT ARE NOT SHOWN NOR IDENTIFIED ON THESE DRAWINGS.
- 12. SIGN CALLOUTS REFERENCE THE CALIFORNIA MANUAL IN UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD)
- 13. ALL PIPE LENGTHS ARE TO THE CENTERLINES OF STRUCTURES.
- 14. THE CONTRACTOR SHALL LEAVE A MINIMUM OF 12 INCHES OF MANHOLE WALL UNDISTURBED BETWEEN CORINGS FOR PIPE TIE-INS. IF THIS CANNOT BE ACCOMPLISHED, THE CONTRACTORS SHALL NOTIFY THE ENGINEER AND A LARGER MANHOLE SHALL BE USED. THE CONTRACTOR SHALL ALSO LEAVE THE MINIMUM WALL CLEARANCE FOR DROP INLETS AS REQUIRED BY THE MANUFACTURER SELECTED. SHOULD A PIPE SIZE EXCEED THE MAXIMUM ALLOWED BY THE MANUFACTURER, A LARGER INLET SHALL BE USED.
- 15. ALL FLATWORK AND CURBS SHALL BE CONSTRUCTED TO COMPLY WITH CURRENT TITLE 24 ADA ACCESSIBILITY LAWS AND 2010 ADA STANDARDS. THIS REQUIRES "EXTRA EFFORT" IN ACHIEVING THE ACCURACY OF THE GRADES AND SLOPES REQUIRED (FINISHED GRADES OF CONCRETE IN TITLE 24 FOR ACCESSIBLE DESIGN AREAS SHALL BE WITHIN A TOLERANCE OF ±1/8" OF PROPOSED GRADES.) PRIOR TO PORING ANY CURB OR FLATWORK AROUND THE PERIMETER OF ANY BUILDING, THE CONCRETE CONTRACTOR SHALL VERIFY THAT THE GRADE OF THE FINISHED FLOOR AND THE FLATWORK/CURB FORMS ARE IN THE PROPER GRADE DIFFERENTIAL PRIOR TO POURING CONCRETE TO ANY TITLE 24 STANDARDS ROUTE OF ACCESS. IF ANY DIFFERENCES ARE FOUND NOTIFY THE PROJECT ENGINEER IMMEDIATELY PRIOR TO PROCEEDING.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE COUNTY 48-HOURS PRIOR TO COMMENCING WORK AND 24-HOURS PRIOR TO RESUMPTION AFTER INTERRUPTION. REQUEST FOR INSPECTION SHALL BE GIVEN 72-HOURS IN ADVANCE, AND BE PERFORMED BY THE STATE ENGINEER OR THE AUTHORIZED REPRESENTATIVE.
- 17. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBCURED SURFACE EVIDENCE OF CULTURAL RESOURCES OR THAT PREVIOUSLY UNDISCOVERED CULTURAL RESOURCES OR THAT PREVIOUSLY UNDISCOVERED CULTURAL RESOURCES ARE ENCOUNTERED DURING EARTH-MOVING ACTIVITIES, ALL CONSTRUCTION ACTIVITY WITHIN 100 FEET OF THE RESOURCES SHALL BE HALTED IMMEDIATELY AND THE APPROPRIATE AUTHORITIES NOTIFIED. IF SUSPECTED HUMAN REMAINS ARE ENCOUNTERED THE COUNTY CORONER AND THE DIVISION OF BOATING AND WATERWAYS SHOULD BE NOTIFIED IMMEDIATELY. IF PREHISTORIC OR HISTORIC ERROR SOURCES ARE ENCOUNTERED THE DIVISION OF BOATING AND WATERWAYS AND A QUALIFIED ARCHAEOLOGIST SHOULD BE NOTIFIED IMMEDIATELY
- 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE COUNTY IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE COUNTY, THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATION CAN BE MADE. AND COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 19. APPROVAL OF THESE PLANS DOES NOT AUTHORIZE OR APPROVE ANY OMISSIONS OR DEVIATION FROM APPLICABLE REGULATIONS. FINAL APPROVAL IS SUBJECT TO FIELD INSPECTION. ONE SET OF APPROVED PLANS AND SPECIFICATIONS SHALL BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES
- 20. PLANS ARE TO BE PER THE LATEST EDITION OF THE LAYOUT DESIGN AND CONSTRUCTION HANDBOOK FOR SMALL CRAFT BOAT LAUNCHING FACILITIES BY THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS.

TESTING REQUIREMENTS

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EARTHWORK COMPACTION TESTING. THE COUNTY SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY SCHEDULED COMPACTION TESTING BEING PERFORMED ON THE SITE. ALL COMPACTION TESTING SHALL BE PERFORMED BY REGISTERED SOIL ENGINEER IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SHALL BE PAID FOR BY THE CONTRACTOR. RESULTS OF THIS TEST SHALL BECOME THE PROPERTY OF THE STATE. ANY RETESTING DEEMED NECESSARY BY THE STATE ENGINEER SHALL BE PAID FOR THE CONTRACTOR.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL AGGREGATE BASE COMPACTION TESTING. THE COUNTY SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY SCHEDULED COMPACTION TESTING BEING PERFORMED ON THE SITE. ALL COMPACTION TESTING SHALL BE PERFORMED BY A REGISTERED SOIL ENGINEER IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SHALL BE PAID FOR BY THE CONTRACTOR. RESULTS OF THESE TESTS SHALL BECOME THE PROPERTY OF THE COUNTY ANY RETESTING DEEMED NECESSARY BY THE COUNTY SHALL BE PAID FOR BY THE CONTRACTOR
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AGGREGATE CONCRETE TESTING DEEMED NECESSARY BY THE COUNTY. THE COUNTY SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY SCHEDULED PAVING OPERATIONS BEING PERFORMED ON THE SITE.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EMPLOYING A TESTING AGENCY TO PERFORM CONCRETE TESTING AT THEIR EXPENSE. ALL RESULTS OF THE CONCRETE TESTING SHALL BECOME PROPERTY OF THE COUNTY. THE CONTRACTOR SHALL SUPPLY ONE (1) SET OF FOUR (4) STANDARD CYLINDERS FOR EVERY 20 CUBIC YARDS OF CONCRETE PLACED, OR FOR EACH MAJOR PLACEMENT DURING THE DAY. ONE SPECIMEN SHALL BE TESTED AT SEVEN (7) DAYS, TWO (2) SPECIMENS TESTED AT 28 DAYS, AND ONE (1) SPECIMEN RETAINED IN RESERVE FOR LATER TESTING IF REQUIRED. COMPRESSIVE STRENGTH TESTS SHALL BE PERFORMED AS PER REQUIREMENTS SET FORTH IN THE PROJECT SPECIFICATIONS. THE STATE ENGINEER SHALL BE NOTIFIED AT LEAST 72-HOURS IN ADVANCE OF ANY SCHEDULED CONCRETE POURING BEING PERFORMED ON THE SITE. PRIOR TO ANY CONCRETE PLACEMENT, FORMWORK, AND REBAR PLACEMENT MUST BE INSPECTED AND APPROVED BY THE STATE ENGINEER. FAILURE TO RECEIVE APPROVAL BY THE STATE ENGINEER ON FORMWORK AND REBAR PLACEMENT PRIOR TO POURING CONCRETE MAY RESULT IN THE CONTRACTOR DEMOLISHING IMPROVEMENTS AT THEIR EXPENSE.
- 5. V-GROOVE CONSTRUCTION. PRIOR TO BEGINNING CONCRETE WORK ON THE ACTUAL LAUNCHING RAMP, THE CONTRACTOR SHALL MAKE A 4'x8'x4" V-GROOVE CONCRETE TEST PANELS ON FLAT GROUND AT THE CONSTRUCTION SITE. UPON APPROVAL AND ACCEPTANCE OF THE TEST PANEL BY THE ENGINEER OR INSPECTOR, THE CONTRACTOR MAY BEGIN CONSTRUCTION OF THE V-GROOVES FORMED ON THE ACTUAL LAUNCHING RAMP. V-GROOVES SHALL BE CONSTRUCTED PER THE CA DEPARTMENT OF BOATING AND WATERWAYS, BOATING FACILITIES DIVISION, LAYOUT, DESIGN AND CONSTRUCTION HANDBOOK SECTION 202.

UTILITY NOTES

GENERAL UTILITY SERVICE NOTE
 1. SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA PLUMBING CODE (UPC). THE CONTRACTOR SHALL COMPLY WITH THE MOST CONSERVATIVE AND STRINGENT GUIDANCE IF A CONFLICT SHOULD ARISE.
 2. THE CONTRACTOR MAY SUBSTITUTE PIPE MATERIAL AS ALLOWED BY THE CODE AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

SANITARY SEWER SERVICE NOTES
 1. AS APPLICABLE, ALL SANITARY SEWER CLEANOUT SUBJECTED TO VEHICULAR WHEEL LOADING SHALL BE CONSTRUCTED WITH A TRAFFIC RATED LID AND COVER (HS20 LOADING)
 2. PIPE MATERIAL FOR SEWER SERVICES SHALL BE PER CPC.

WATER SERVICE NOTES
 1. AS APPLICABLE, ALL WATER SERVICE BOXES, LIDS, COVER AND ETC SUBJECTED TO VEHICULAR WHEEL LOADING SHALL BE CONSTRUCTED WITH A TRAFFIC RATED LID & COVER (HS 20 LOADING)
 2. PIPE MATERIAL FOR WATER SERVICES SHALL BE PER CBC.

ACCESSIBILITY NOTES

- 1. ALL FLATWORK AND CURBS SHALL BE CONSTRUCTED TO COMPLY WITH CURRENT TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS (CCR) OF THE AMERICAN WITH DISABILITIES ACT (ADA) ACCESSIBILITY LAWS 2010 ADA STANDARDS. THIS REQUIRES "EXTRA EFFORT" IN ACHIEVING THE ACCURACY OF THE GRADES AND SLOPES REQUIRED (FINISHED GRADES OF CONCRETE IN TITLE 24 AREAS SHALL BE WITHIN A TOLERANCE OF +/- 1/8" OF PROPOSED GRADES.) PRIOR TO POURING ANY CURB OR FLATWORK AROUND THE PERIMETER OF ANY BUILDING, THE CONCRETE CONTRACTOR SHALL VERIFY THAT THE GRADE OF THE FINISHED FLOOR AND THE FLATWORK/CURB FORMS ARE IN THE PROPER GRADE DIFFERENTIAL PRIOR TO POURING CONCRETE ON ANY TITLE 24 2010 ADA STANDARDS ROUTE OF ACCESS. IF ANY DIFFERENCES ARE FOUND, NOTIFY THE PROJECT ENGINEER IMMEDIATELY PRIOR TO PROCEEDING.
- 2. PARKING
 A. SURFACE SLOPES FOR PARKING SPACES FOR PERSONS WITH PHYSICAL DISABILITIES SHALL NOT EXCEED 2% IN ANY DIRECTION.
- 3. CURB RAMPS
 A. A CURB RAMP SHALL BE A MINIMUM OF 4 FEET IN WIDTH AND SHALL LIE GENERALLY IN A SINGLE SLOPED PLANE WITH A MINIMUM OF SURFACE WARPING AND CROSS SLOPE.
 B. BUILT-UP CURB RAMPS, IF SHOWN, SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES
 C. CURB RAMPS AT MARKED CROSSING SHALL BE WHOLLY CONTAINED WITHIN MARKINGS EXCLUDING ANY FLARED SIDES.
 D. THE SLOPES OF CURB RAMP SHALL NOT EXCEED 8.3% ON EITHER THE RAMP OR THE FLARED SIDES.
 E. A LEVEL LANDING 4 FEET DEEP SHALL BE PROVIDED AT THE UPPER END OF EACH CURB RAMP OVER ITS FULL WIDTH TO PERMIT SAFE EGRESS FROM THE RAMP SURFACE, OR THE SLOPE OF THE FANNED OR FLARED SIDES OF THE CURB RAMP SHALL NOT EXCEED 8.3%
 F. THE LOWER END OF EACH CURB RAMP SHALL NOT HAVE A LIP AND BE CONSTRUCTED WITH A FLUSH TRANSITION.
 G. ALL CURB RAMPS SHALL HAVE A GROOVED BORDER 12 INCHES WIDE AT THE LEVEL SURFACE OF THE SIDEWALK ALONG THE TOP AND EACH SIDE WITH 3/4" GROOVES APPROXIMATELY 3/4" ON CENTER PER ADA GUIDELINES. ALL CURB RAMPS CONSTRUCTED BETWEEN THE FACE OF THE CURB AND THE STREET SHALL HAVE DETECTABLE WARNINGS (TRUNCATED DOMES).
 4. WALKS AND SIDEWALKS
 A. WALKS AND SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/4 INCH OR UP TO A 1/2 INCH IF BEVELED, AND SHALL BE A MINIMUM OF 4 FEET IN WIDTH.
 B. SURFACE CROSS SLOPES SHALL NOT EXCEED 1/4 INCH PER FOOT
 C. WALKS SIDEWALKS AND PEDESTRIAN WAYS SHALL BE FREE OF GRATING WHENEVER POSSIBLE. FOR GRATINGS LOCATED IN THE SURFACE OF ANY OF THESE AREAS, GRID OPENINGS IN GRATINGS SHALL BE LIMITED TO 1/2" IN THE DIRECTION IN TRAFFIC FLOW. THE LONG DIMENSION OF GRATING OPENINGS SHALL BE PERPENDICULAR TO THE PEDESTRIAN ROUTE.
 D. ALL WALKS SHALL HAVE LESS THAN 2% CROSS SLOPE AND LESS THAN 5% RUNNING SLOPE WHEN PART OF AN ACCESSIBLE ROUTE. WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS 1 VERTICAL TO 20 HORIZONTAL IT SHALL COMPLY WITH THE ADA PROVISIONS FOR PEDESTRIAN RAMPS.
 E. ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE ROUTE SHALL BE AVOIDED. WHEN CHANGES IN LEVEL DO OCCUR, THEY SHALL NOT EXCEED 1/2 INCH AND BEVELED WITH A SLOPE OF NO GREATER THAN 1:2 EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4 INCHES MAY BE VERTICAL WHEN CHANGES IN LEVEL GREAT THAN 1/2 INCH ARE NECESSARY. COMPLY WITH THE REQUIREMENTS FOR CURB RAMPS.
 F. WALKS SHALL BE PROVIDED WITH A LEVEL AREA NOT LESS THAN 60 INCHES AT A DOOR OR GATE THAT SWINGS TOWARD THE WALK, AND NOT LESS THAN 48 INCHES WIDE BY 44 INCHES DEEP THAT A DOOR OR GATE THAT SWINGS AWAY FROM THE WALK, SUCH WALKS SHALL EXTEND 24 INCHES TO THE SIDE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALK.
 G. ALL WALKS WITH CONTINUOUS GRADIENTS SHALL HAVE LEVEL AREAS OF AT LEAST 5 FEET IN LENGTH AT INTERVALS OF AT LEAST EVERY 400 FEET.
 H. IF A WALK CROSSES OR ADJOINS A VEHICULAR TRAVEL WAY, AND THE WALKING SURFACES ARE NOT SEPARATED BY CURBS, RAILINGS OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND VEHICULAR AREAS, THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTENTIOUS DETECTABLE WARNING WHICH IS 36 INCHES WIDE, CONSISTING OF TRUNCATED DOMES.
- 5. RAMPS
 A. ANY PATH OF TRAVEL SHALL BE CONSIDERED A RAMP IF ITS SLOPE IS GREATER THAN 1:20
 B. RAMPS WITH A RISE GREATER THAN 6 INCHES AND A HORIZONTAL PROJECTION GREATER THAN 72 INCHES SHALL HAVE HANDRAILS ON BOTH SIDES.
 C. THE TOP LANDING ON A RAMP MUST BE AT LEAST 60 INCHES IN DEPTH.
 D. IF A DOOR SWINGS ONTO A TOP LANDING, THE MINIMUM LANDING DIMENSION SHALL BE NOT LESS THAN 60 INCHES CLEAR PLUS THE WIDTH OF THE DOOR.
 E. INTERMEDIATE LANDINGS SHALL BE PROVIDED AT TURNS AND WHENEVER THE CHANGE IN LEVEL EXCEEDS 30 INCHES.
 F. INTERMEDIATE LANDINGS ON STRAIGHT RAMPS SHALL HAVE A DEPTH OF NOT LESS THAN 5'-0" INTERMEDIATE LANDINGS ON RAMPS THAT TURN GREATER THAN 30° SHALL BE NOT LESS THAN 6'-0"
 G. RAMPS SHALL BE NOT LESS THAN 4'-0" WIDE. RAMPS SERVING A PRIMARY ENTRANCE FOR AN OCCUPANT LOAD OF 300 OR MORE PEOPLE SHALL BE NOT LESS THAN 5'-0" WIDE.
 H. HANDRAILS SHALL BE PLACED ON EACH SIDE OF EACH RAMP AND SHALL BE CONTINUOUS THE FULL LENGTH OF THE RAMP. HANDRAILS SHOULD BE 34 TO 38 INCHES ABOVE THE RAMP SURFACE AND EXTEND A MINIMUM OF 1 FOOT BEYOND THE TOP AND BOTTOM OF THE RAMP. THE HANDRAILS SHOULD BE CONSISTENT IN HEIGHT THROUGH THE ENTIRE RAMP.
 I. SURFACES OF RAMPS SHALL BE SLIP RESISTANT (MEDIUM BROOM FINISH)
 J. RAMP SLOPES ARE NOT GREATER THAN 1:12 AND NO LESS THAN 1:20 WHEN PART OF AN ACCESSIBLE ROUTE.
- 6. STAIRS
 A. STAIRWAYS WITH MORE THAN 1 STEP SHALL HAVE HANDRAILS ON EACH SIDE, AS SHOWN ON THE PLANS. HANDRAILS MUST BE 1-1/4 INCHES IN EITHER CROSS SECTIONAL DIMENSION AND 1-1/2 INCHES CLEAR FROM THE WALL EDGES AND SHALL HAVE A MINIMUM RADIUS OF 1/8 INCH.
 B. CAST IRON (NON-SKID STAIR NOSING, MINIMUM 2" WIDE WITH A CONTRASTING COLOR STRIP AT UPPER APPROACH AND AT EVERY TREAD SHALL BE INSTALLED ON ALL EXTERIOR STEPS.

EROSION CONTROL NOTES

- 1. ALL EROSION & SEDIMENT CONTROL BMP'S SHALL BE IN ACCORDANCE WITH:
 A. CALTRANS STORM WATER QUALITY HANDBOOK, CONSTRUCTION SITE BMP'S MANUAL, LATEST EDITION
 B. CALTRANS STORM WATER QUALITY HANDBOOK, CONSTRUCTION CONTRACTORS GUIDE AND SPECIFICATIONS, LATEST EDITION
- 2. ALL WORK EQUIPMENT SHALL BE WASHED AT A LOCATION OFF THE PROJECT SITE.
- 3. CONTRACTOR SHALL PERFORM LITER REMOVAL IN CONJUNCTION WITH CONSTRUCTION ACTIVITIES.
- 4. STRAW WATTLES SHALL BE PLACED IN APPROPRIATE AREAS TO PREVENT SILT/SEDIMENT FROM ENTERING THE WATER BODY AT ALL TIMES DURING CONSTRUCTION.
- 5. EROSION CONTROL BEST MANAGEMENT PRACTICE (BMP'S) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). SEDIMENT CONTROL BMP'S SHALL BE INSTALLED AND MAINTAINED ALL YEAR ROUND.
- 6. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PROTECTED FROM EROSION DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). HYDROSEED, IF UTILIZED, MUST BE PLACED BY SEPTEMBER 15. HYDROSEED PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD SUCH AS STRAW MULCH, SOIL BINDER OR EROSION CONTROL BLANKETS/MATS.
- 7. NO WORK SHALL TAKE PLACE DURING RAIN EVENTS, AND IN PREPARATION FOR SUCH EVENTS, ANY LOOSE SEDIMENTS/SILT OR OTHER MATERIALS SHALL BE COVERED WITH WOVEN FABRIC AND SURROUNDED BY STRAW WATTLES.
- 8. EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT SHALL BE IN COMPLIANCE AT ALL TIMES WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE OF CALIFORNIA GENERAL CONSTRUCTION PERMIT. THIS PERMIT REQUIRES THAT THE SWPPP BE KEPT UP TO DATE TO REFLECT THE CHANGING SITE CONDITIONS AND THE SWPPP IS TO BE AVAILABLE ON SITE AND ACCESSIBLE AT ALL TIMES FOR INSPECTION AND REVIEW BY THE STATE.
- 9. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL DURING ALL PHASES OF CONSTRUCTION. WATER OR OTHER APPROVED METHODS SHALL BE USED TO CONTROL WINDBLOWN DUST AND PARTICLES. DUST AND PARTICLES SHALL NOT LEAVE THE CONSTRUCTION SITE. DUST CONTROL SHALL BE UTILIZED OVERALL DISTURBED AREAS (UNLESS SUITABLY STABILIZED) REGARDLESS OF WHETHER ACTIVE WORK IS UNDERWAY. THE FOLLOWING MEASURES SHALL BE IMPLEMENTED:
 A. WATER EXPOSED SURFACES, GRADED AREAS, STORAGE PILES, AND HAUL ROADS AT LEAST TWICE DAILY.
 B. MINIMIZE THE AMOUNT OF DISTURBED AREA, THE AMOUNT OF MATERIAL ACTIVELY WORKED, AND THE AMOUNT OF MATERIAL STOCKPILED.
 C. LIMIT ON SIGHT CONSTRUCTION VEHICLE SPEEDS TO 15 MPH.
 D. SWEEP OR WASH PAVED STREETS ADJACENT TO PROJECT CONSTRUCTION SITES AT LEAST ONCE A DAY TO REMOVE ACCUMULATED DUST / DEBRIS.
 E. MAINTAIN AT LEAST TWO FEET OR FREEBOARD WHEN TRANSPORTING SOIL OR OTHER MATERIAL BY TRUCK.
- 10. THE CONTRACTOR SHALL STAMP ALL STORM DRAIN INLETS WITH THE WORDS "NO DUMPING" AND "FLOWS TO RIVER" WITH A MINIMUM OF 2 - INCH BLOCK LETTERING PERCEPTION 1/4" DEEP IN THE CURB OR WITHIN TWO INCH DISTANCE OF THE CURB ADJACENT TO THE DRAIN INLET.

CODES AND STANDARDS

- 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 PART 2
- 2016 CALIFORNIA ELECTRICAL CODE, TITLE 24 PART 3
- 2016 CALIFORNIA MECHANICAL CODE, TITLE 24 PART 4
- 2016 CALIFORNIA PLUMBING CODE, TITLE 24 PART 5
- 2016 CALIFORNIA BUILDING ENERGY CODE, TITLE 24 PART 6
- 2016 CALIFORNIA FIRE CODE, TITLE 24 PART 9
- 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

ACI - AMERICAN CONCRETE INSTITUTE, ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"

ACI - AMERICAN CONCRETE INSTITUTE, ACI 530, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"

2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

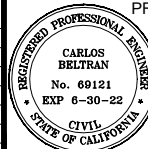
AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "STEEL CONSTRUCTION MANUAL, 13TH EDITION"

CODE SUMMARY:

OCCUPANCY TYPE: U - UTILITY AND MISCELLANEOUS
 CONSTRUCTION: MASONRY
 AREA ALLOWABLE: 51.11 SQ FT
 HEIGHT: 1 STORY
 HEIGHT ALLOWABLE: N/A
 OCCUPANT LOAD: 1

REVISION	DATE	COMMENTS


PREPARED UNDER THE DIRECT SUPERVISION OF:

 **CARLOS BELTRAN, P.E.**
 No. 09121
 EXP. 9-30-22

CB
 CARLOS BELTRAN, P.E.
 69121 R.C.E. No.
 05/12/2021 DATE
 06/30/22 REG. EXP.

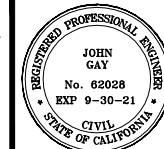
Dynamic CONSULTING ENGINEERS

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 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
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 TEL. (760) 545-0162 FAX (760) 545-0163

 PUBLIC WORKS DEPARTMENT

COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 **JOHN GAY, P.E.**
 No. 02028
 EXP. 9-30-21

JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 62028 R.C.E. No.
 09/30/21 DATE
 REG. EXP.




DATE	05/12/2021
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

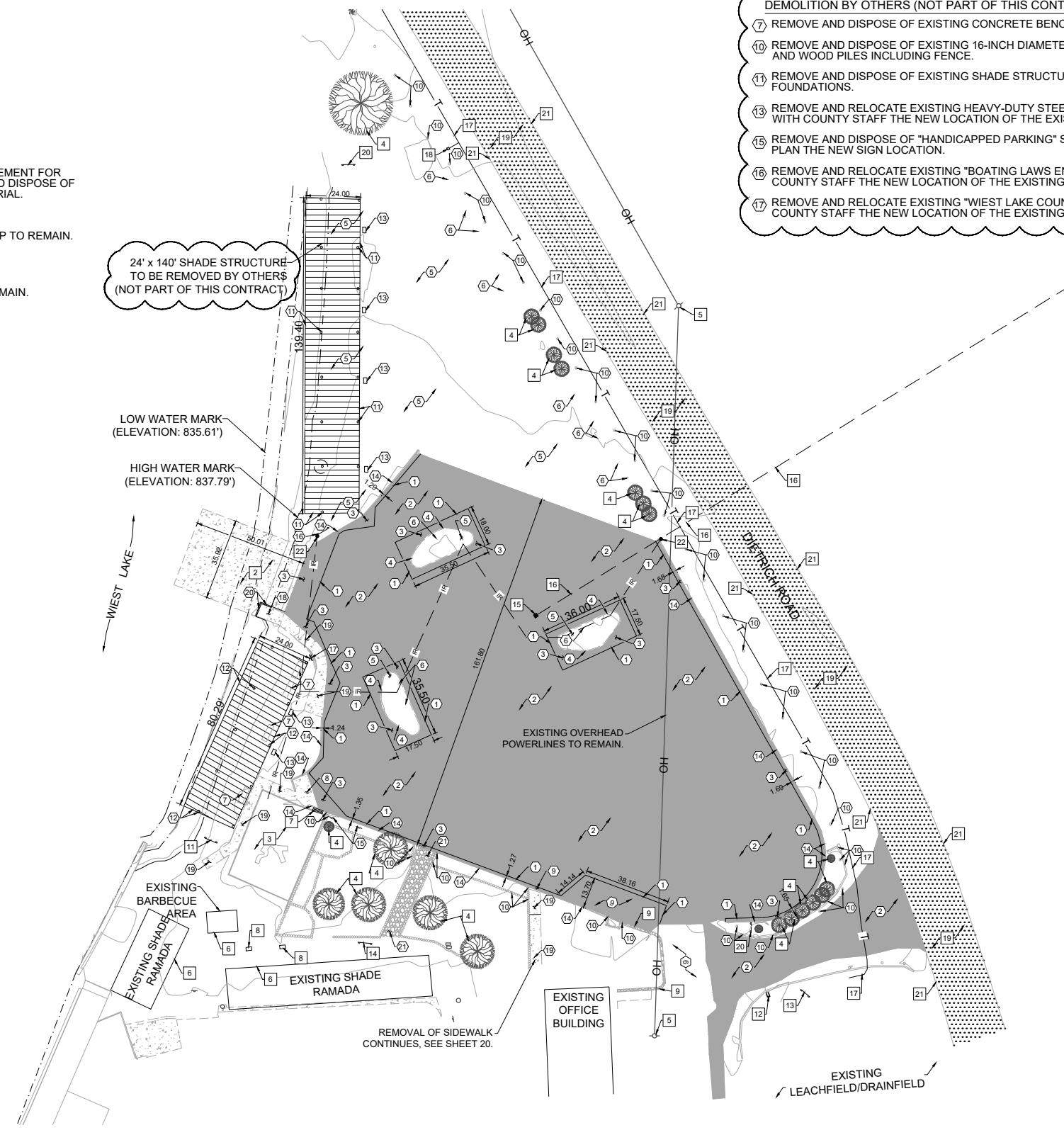
GENERAL NOTES	
SHEET 2 OF 26	

LEGEND:

-  COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
-  EXISTING CONCRETE BOAT RAMP TO REMAIN.
-  EXISTING A.C. PAVEMENT TO REMAIN.

24' x 140' SHADE STRUCTURE TO BE REMOVED BY OTHERS (NOT PART OF THIS CONTRACT)

LOW WATER MARK (ELEVATION: 835.61')
HIGH WATER MARK (ELEVATION: 837.79')



- DEMOLITION BY OTHERS (NOT PART OF THIS CONTRACT)**
- 7 REMOVE AND DISPOSE OF EXISTING CONCRETE BENCH WITH BACK INCLUDING ANY FOOTINGS
 - 10 REMOVE AND DISPOSE OF EXISTING 16-INCH DIAMETER, APPROX. 5 FEET HIGH WOODEN POST, AND WOOD PILES INCLUDING FENCE.
 - 11 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE, INCLUDING SIXTEEN (16) POSTS AND FOUNDATIONS.
 - 13 REMOVE AND RELOCATE EXISTING HEAVY-DUTY STEEL GRILLS AND PERTINENCES. COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING GRILLS.
 - 15 REMOVE AND DISPOSE OF "HANDICAPPED PARKING" SIGN. COORDINATE WITH THE STRIPING PLAN THE NEW SIGN LOCATION.
 - 16 REMOVE AND RELOCATE EXISTING "BOATING LAWS ENFORCED" SIGN. COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.
 - 17 REMOVE AND RELOCATE EXISTING "WIEST LAKE COUNTY PARK" SIGN. COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.


- DEMOLITION KEYNOTES**
- 1 SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT.
 - 2 COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
 - 3 REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
 - 4 REMOVE AND DISPOSE OF EXISTING P.C.C. CURB AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
 - 5 REMOVE AND DISPOSE OF EXISTING NATIVE MATERIAL TO SUBBASE DESIGN GRADE.
 - 6 REMOVE AND DISPOSE OF EXISTING TREE AND LANDSCAPING AREA. CLEAR AREA OF ANY VEGETATION, ROOTS, AND ORGANIC MATERIAL. CONTRACTOR TO REMOVE AND CAP THE EXISTING IRRIGATION LINES WITHIN SAWCUT AREA.
 - 7 REMOVE AND DISPOSE OF EXISTING CONCRETE BENCH WITH BACK INCLUDING ANY FOOTINGS
 - 8 REMOVE AND DISPOSE OF EXISTING P.C.C. HANDICAP CURB RAMP AND MATERIAL UNDERLYING P.C.C. HADICAP CURB RAMP TO DESIGN SUBBASE GRADE.
 - 9 REMOVE AND DISPOSE OF EXISTING DETERIORATED A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
 - 10 REMOVE AND DISPOSE OF EXISTING 16 INCH DIAMETER, APPROX. 5 FEET HIGH WOODEN POST AND WOOD PILES INCLUDING FENCE.
 - 11 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE, INCLUDING SIXTEEN (16) POSTS AND FOUNDATIONS.
 - 12 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE, INCLUDING TEN (10) POSTS AND FOUNDATIONS.
 - 13 CONTRACTOR TO REMOVE AND RELOCATE EXISTING HEAVY DUTY STEEL GRILLS AND PERTINENCES. THE CONTRACTOR SHALL COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING GRILLS.
 - 14 REMOVE AND DISPOSE OF EXISTING 6-INCH A.C. DIKE AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
 - 15 REMOVE AND DISPOSE OF "HANDICAPPED PARKING" SIGN. THE CONTRACTOR SHALL COORDINATE WITH THE STRIPING PLAN THE NEW SIGN LOCATION.
 - 16 REMOVE AND RELOCATE EXISTING "BOATING LAWS ENFORCED" SIGN. THE CONTRACTOR SHALL COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.
 - 17 REMOVE AND RELOCATE EXISTING "WIEST LAKE COUNTY PARK" SIGN. THE CONTRACTOR SHALL COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.
 - 18 REMOVE AND DISPOSE OF EXISTING P.C.C. WALKWAY INCLUDING REBARS AND UNDERLYING MATERIAL TO SUBBASE ABUTMENT DESIGN GRADE.
 - 19 REMOVE AND DISPOSE OF EXISTING P.C.C. SIDEWALK AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
 - 20 SAWCUT THE EXISTING P.C.C. WALKWAY INCLUDING REBARS FOR THE FULL DEPTH OF THE P.C.C. WALKWAY.
 - 21 REMOVE AND DISPOSE OF EXISTING WALKWAY PAVERS AND UNDERLYING MATERIAL TO DESIGN SUBBASE GRADE.

- EXISTING FACILITY KEYNOTES**
- 1 EXISTING SIDEWALK TO REMAIN.
 - 2 EXISTING CONCRETE BOAT RAMP TO REMAIN.
 - 3 EXISTING PLAYGROUND TO REMAIN.
 - 4 EXISTING BUSHES OR TREES TO REMAIN.
 - 5 EXISTING POWER POLE TO REMAIN.
 - 6 EXISTING SHADE RAMADA TO REMAIN.
 - 7 EXISTING RON PRATE PLAYGROUND CREDIT SIGN TO REMAIN.
 - 8 EXISTING HEAVY-DUTY STEEL GRILL TO REMAIN.
 - 9 DECORATIVE ROCK WALL TO REMAIN.
 - 10 N/A
 - 11 EXISTING "NO SWIMMING OR WADING" SIGN TO REMAIN.
 - 12 EXISTING MAILBOX TO REMAIN.
 - 13 EXISTING "WIEST LAKE PARK RULES" SIGN TO REMAIN.
 - 14 EXISTING "NO SWIMMING NO LIFEGUARD" SIGN TO REMAIN.
 - 15 EXISTING STORMWATER CATCH INLET TO REMAIN.
 - 16 EXISTING STORMDRAIN PIPELINE TO REMAIN.
 - 17 EXISTING AT&T PIPELINE TO REMAIN.
 - 18 EXISTING AT&T UTILITY BOX TO REMAIN.
 - 19 EXISTING A.C. PAVEMENT TO REMAIN.
 - 20 EXISTING SIGN TO REMAIN.
 - 21 EXISTING EDGE OF PAVEMENT.
 - 22 EXISTING HOSE BIB TO REMAIN (PROTECT IN PLACE).

SCALE:
11"x17" Sheet 1" = 60'
24"x36" Sheet 1" = 30'

REVISION	DATE	COMMENTS


PREPARED UNDER THE DIRECT SUPERVISION OF:

 CARLOS BELTRAN, P.E.
No. 69121
EXP 6-30-22
CIVIL
STATE OF CALIFORNIA


69121
R.C.E. No.
05/12/2021
DATE
06/30/22
REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
IMPERIAL CA. 92251
TEL. (760) 545-0162 FAX (760) 545-0163

 PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 JOHN GAY, P.E.
No. 62028
EXP 9-30-21
CIVIL
STATE OF CALIFORNIA

62028
R.C.E. No.
09/30/21
REG. EXP.

DATE	05/12/2021
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB






COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

EXISTING CONDITIONS & DEMOLITION PLAN

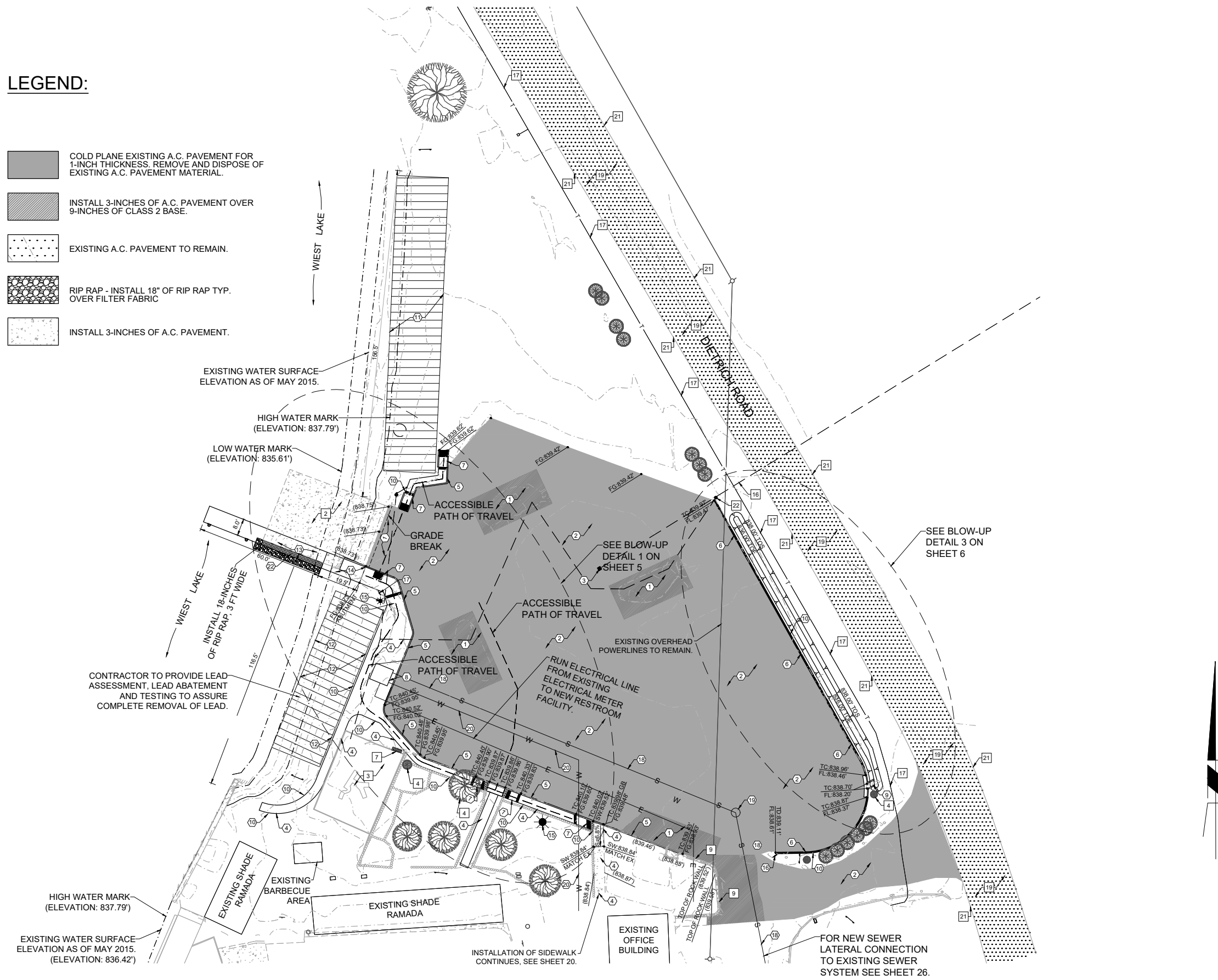
SHEET 3 OF 26

LEGEND:

-  COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
-  INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE.
-  EXISTING A.C. PAVEMENT TO REMAIN.
-  RIP RAP - INSTALL 18" OF RIP RAP TYP. OVER FILTER FABRIC
-  INSTALL 3-INCHES OF A.C. PAVEMENT.

CONSTRUCTION KEYNOTES

- ① INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE. COMPACT THE CLASS 2 BASE MATERIAL TO 95-PERCENT OF MAXIMUM DENSITY PER ASTM D-1557. SEE SECTION DETAIL "G" ON SHEET 14. (14,190 SF)
- ② INSTALL 3-INCHES OF A.C. PAVEMENT ALONG COLD PLANE AREAS. (33,876 SF)
- ③ ADJUST EXISTING STORM DRAIN CATCH BASIN ELEVATION TO NEW ASPHALT PARKING ELEVATION.
- ④ INSTALL 4-INCH P.C.C. SIDEWALK OVER 8-INCHES OF CLASS II BASE PER COUNTY OF IMPERIAL STANDARD DETAIL 420. SEE DETAIL "E" ON SHEET 14. (1,995 SF)
- ⑤ INSTALL 6-INCH P.C.C. FREE STANDING CURB PER COUNTY OF IMPERIAL STANDARD DETAIL 427. SEE DETAIL "C" ON SHEET 14. (300 LF)
- ⑥ INSTALL 6-INCH A.C. DIKE PER COUNTY OF IMPERIAL STANDARD DETAIL 403. SEE DETAIL "D" ON SHEET 14. (410 LF)
- ⑦ INSTALL P.C.C. ACCESSIBLE RAMP PER COUNTY OF IMPERIAL STANDARD DETAIL 414. SEE DETAIL "H" ON SHEET 15.
- ⑧ CONSTRUCT SINGLE UNIT FLUSH TOILET PER DETAILS ON SHEETS 20 AND 21.
- ⑨ INSTALL P.C.C. GUTTER DRAINAGE SYSTEM. SEE DETAIL "I" ON SHEET 15.
- ⑩ AFTER THE PLACEMENT OF THE P.C.C. SIDEWALK, THE P.C.C. CURB AND GUTTER, OR THE A.C. DIKE IS COMPLETED PLACE NATIVE MATERIAL FLUSH WITH P.C.C. SIDEWALK, THE CURB AND GUTTER, OR A.C. DIKE SURFACE FOR A HORIZONTAL DISTANCE OF 5-FEET TO DAY LIGHT OR AS ILLUSTRATED BY THE HATCH AREA (EXISTING GRADE). COMPACT NATIVE MATERIAL TO 85% PERCENT OF MAXIMUM DENSITY PER ASTM D-1557. APPLY LIGHT MIST OF WATER TO THE SURFACE OF THE NATIVE MATERIAL AFTER FINAL GRADING IS SATISFACTORILY COMPLETED.
- ⑪ INSTALL 24'x140' SHADE STRUCTURE PER DETAILS ON SHEETS 9, 10, AND 11.
- ⑫ INSTALL 24'x80' SHADE STRUCTURE PER DETAILS ON SHEETS 7 AND 8.
- ⑬ INSTALL 8'x60' STEEL FRAME BOARDING FLOAT SYSTEM WITH CONCRETE DECKING PER DETAILS ON SHEET 16-18.
- ⑭ INSTALL 8'x19.5' REINFORCED P.C.C. ABUTMENT PER DETAIL ON SHEET 16.
- ⑮ INSTALL PARKING LOT LED LIGHT FIXTURE INCLUDING POLE, FOUNDATION, AND ELECTRICAL WIRING. SEE FOUNDATION DETAIL F ON SHEET 14.
- ⑯ INSTALL 36" SIGN "DANGER OVERHEAD POWER LINE" WITH POST. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL PRIOR TO INSTALLATION.
- ⑰ INSTALL 60" X 30" PROJECT NAME SIGN PER DETAIL A ON SHEET 14.
- ⑱ INSTALL 4-INCH PVC SEWER LATERAL. CONTRACTOR TO FIELD CHECK ELEVATION AT POINT OF CONNECTION PRIOR TO INSTALLING SEWER LINE.
- ⑲ INSTALL SEWER CLEAN OUT PER DETAIL ON SHEET 26.
- ⑳ INSTALL 1-INCH WATER SERVICE.
- ㉑ INSTALL 12 INCH THICK CLOSED CELL ARTICULATED MAT OVER 12 INCHES OF DRAIN ROCK. (30 FT IN LENGTH BY 2.5 FT WIDE AREA)



SCALE:
 11"x17" Sheet 1" = 50'
 24"x36" Sheet 1" = 25'

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
 No. 69121
 EXP 6-30-22
 CIVIL ENGINEER
 STATE OF CALIFORNIA

DATE: 05/12/2021
 REG. EXP. 06/30/22

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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

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 CIVIL ENGINEER
 STATE OF CALIFORNIA

DATE: 09/30/21
 REG. EXP. 09/30/21

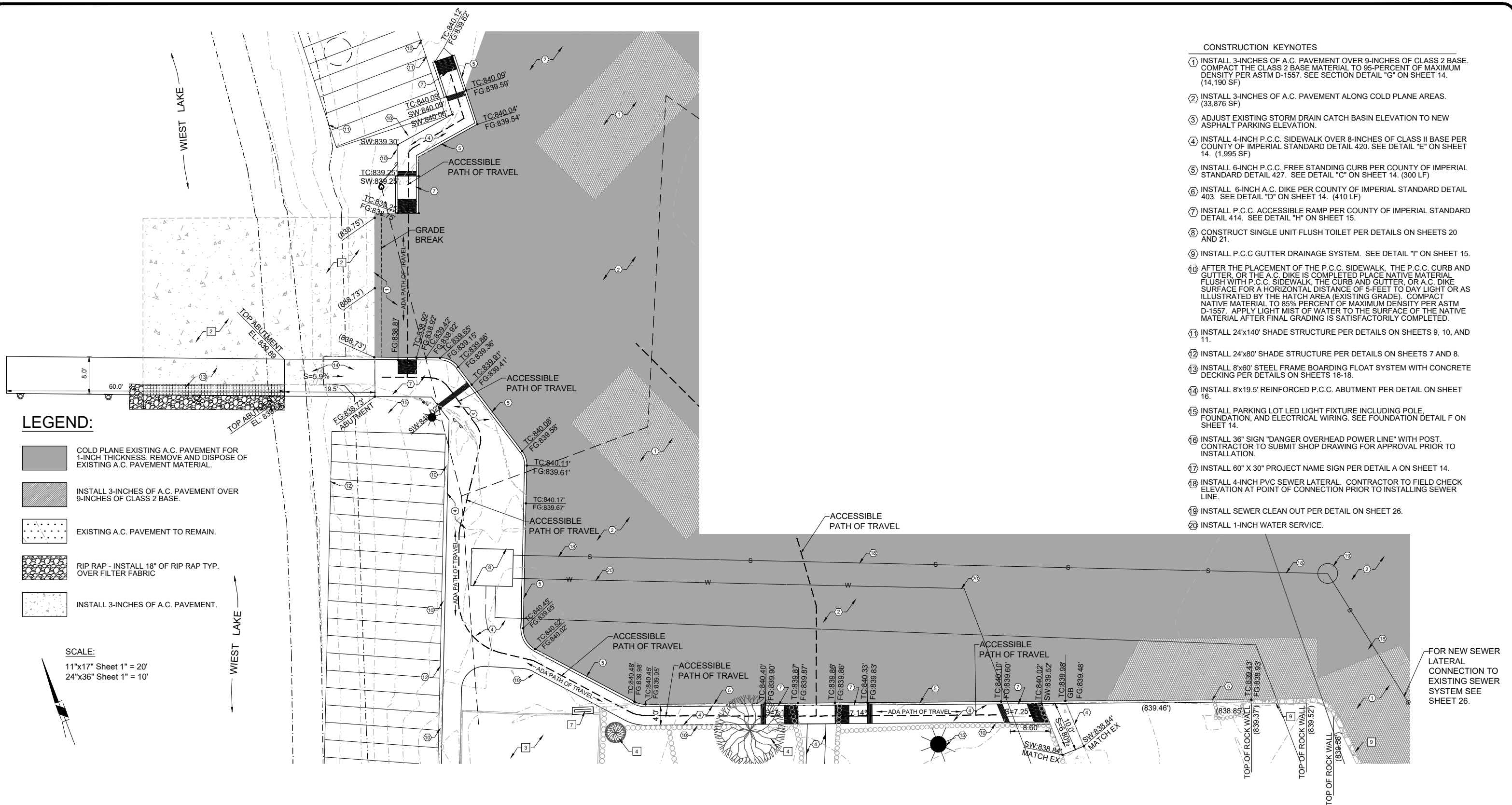
DATE	05/12/2021
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CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT

GRADING AND IMPROVEMENT PLAN

SHEET 4 OF 26



- CONSTRUCTION KEYNOTES**
- ① INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE. COMPACT THE CLASS 2 BASE MATERIAL TO 95-PERCENT OF MAXIMUM DENSITY PER ASTM D-1557. SEE SECTION DETAIL "G" ON SHEET 14. (14,190 SF)
 - ② INSTALL 3-INCHES OF A.C. PAVEMENT ALONG COLD PLANE AREAS. (33,876 SF)
 - ③ ADJUST EXISTING STORM DRAIN CATCH BASIN ELEVATION TO NEW ASPHALT PARKING ELEVATION.
 - ④ INSTALL 4-INCH P.C.C. SIDEWALK OVER 8-INCHES OF CLASS II BASE PER COUNTY OF IMPERIAL STANDARD DETAIL 420. SEE DETAIL "E" ON SHEET 14. (1,995 SF)
 - ⑤ INSTALL 6-INCH P.C.C. FREE STANDING CURB PER COUNTY OF IMPERIAL STANDARD DETAIL 427. SEE DETAIL "C" ON SHEET 14. (300 LF)
 - ⑥ INSTALL 6-INCH A.C. DIKE PER COUNTY OF IMPERIAL STANDARD DETAIL 403. SEE DETAIL "D" ON SHEET 14. (410 LF)
 - ⑦ INSTALL P.C.C. ACCESSIBLE RAMP PER COUNTY OF IMPERIAL STANDARD DETAIL 414. SEE DETAIL "H" ON SHEET 15.
 - ⑧ CONSTRUCT SINGLE UNIT FLUSH TOILET PER DETAILS ON SHEETS 20 AND 21.
 - ⑨ INSTALL P.C.C. GUTTER DRAINAGE SYSTEM. SEE DETAIL "I" ON SHEET 15.
 - ⑩ AFTER THE PLACEMENT OF THE P.C.C. SIDEWALK, THE P.C.C. CURB AND GUTTER, OR THE A.C. DIKE IS COMPLETED PLACE NATIVE MATERIAL FLUSH WITH P.C.C. SIDEWALK, THE CURB AND GUTTER, OR A.C. DIKE SURFACE FOR A HORIZONTAL DISTANCE OF 5-FEET TO DAY LIGHT OR AS ILLUSTRATED BY THE HATCH AREA (EXISTING GRADE). COMPACT NATIVE MATERIAL TO 85% PERCENT OF MAXIMUM DENSITY PER ASTM D-1557. APPLY LIGHT MIST OF WATER TO THE SURFACE OF THE NATIVE MATERIAL AFTER FINAL GRADING IS SATISFACTORILY COMPLETED.
 - ⑪ INSTALL 24'x140' SHADE STRUCTURE PER DETAILS ON SHEETS 9, 10, AND 11.
 - ⑫ INSTALL 24'x80' SHADE STRUCTURE PER DETAILS ON SHEETS 7 AND 8.
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 - ⑮ INSTALL PARKING LOT LED LIGHT FIXTURE INCLUDING POLE, FOUNDATION, AND ELECTRICAL WIRING. SEE FOUNDATION DETAIL F ON SHEET 14.
 - ⑯ INSTALL 36" SIGN "DANGER OVERHEAD POWER LINE" WITH POST. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL PRIOR TO INSTALLATION.
 - ⑰ INSTALL 60" X 30" PROJECT NAME SIGN PER DETAIL A ON SHEET 14.
 - ⑱ INSTALL 4-INCH PVC SEWER LATERAL. CONTRACTOR TO FIELD CHECK ELEVATION AT POINT OF CONNECTION PRIOR TO INSTALLING SEWER LINE.
 - ⑲ INSTALL SEWER CLEAN OUT PER DETAIL ON SHEET 26.
 - ⑳ INSTALL 1-INCH WATER SERVICE.

- LEGEND:**
- COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
 - INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE.
 - EXISTING A.C. PAVEMENT TO REMAIN.
 - RIP RAP - INSTALL 18" OF RIP RAP TYP. OVER FILTER FABRIC
 - INSTALL 3-INCHES OF A.C. PAVEMENT.

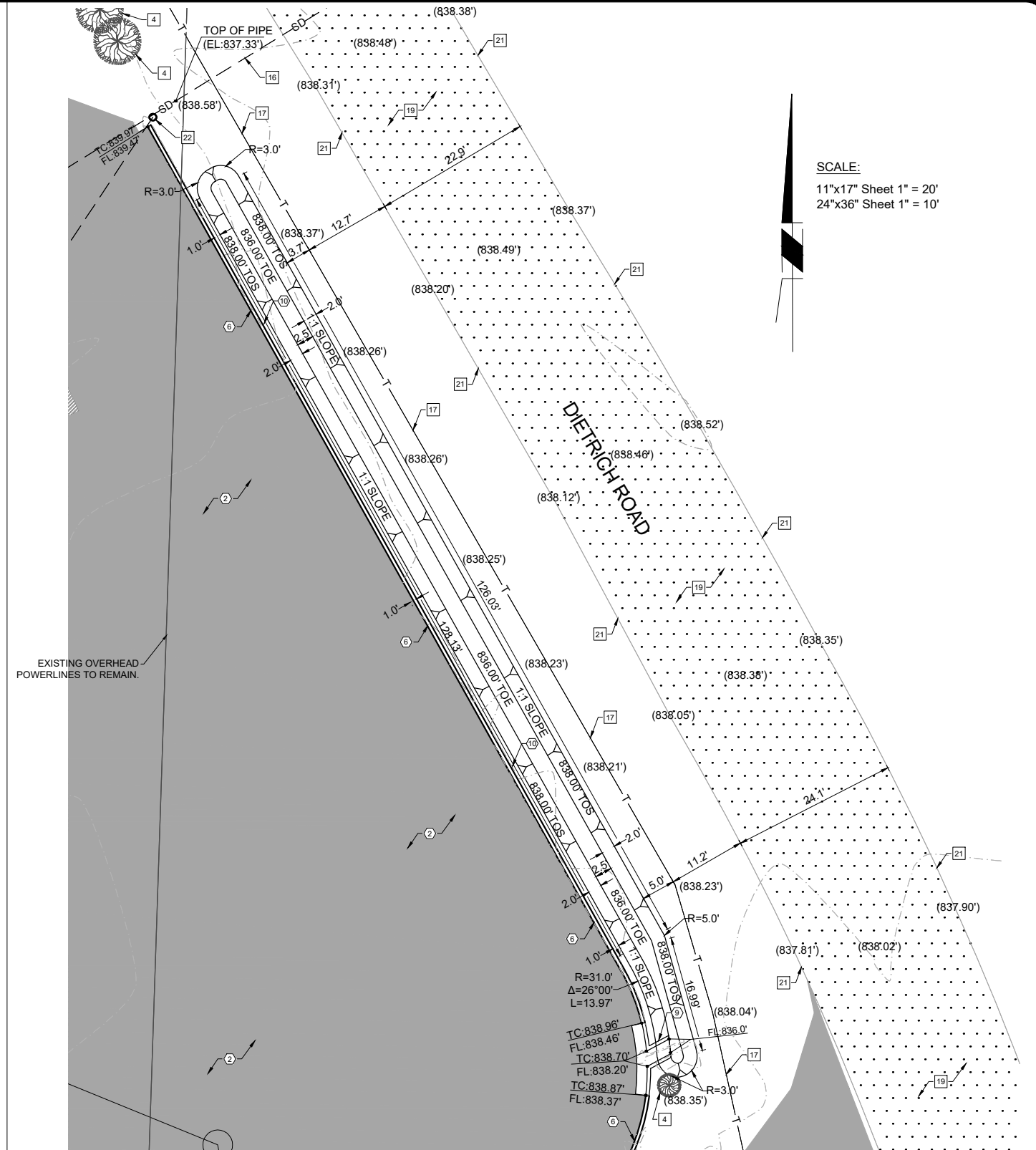
SCALE:
 11"x17" Sheet 1" = 20'
 24"x36" Sheet 1" = 10'

BLOW-UP DETAIL 1

REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:		APPROVED BY THE COUNTY OF IMPERIAL:		DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	BLOW-UP DETAILS
			 CARLOS BELTRAN, P.E. 69121 R.C.E. No. 05/12/2021 DATE 06/30/22 REG. EXP.	 DYNAMIC CONSULTING ENGINEERS CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL CA. 92251 TEL. (760) 545-0162 FAX (760) 545-0163	 PUBLIC WORKS DEPARTMENT COUNTY OF IMPERIAL	 JOHN GAY, P.E. PUBLIC WORKS DIRECTOR 62028 R.C.E. No. 09/30/21 REG. EXP.	05/12/2021		

CONSTRUCTION KEYNOTES

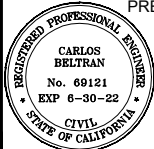
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- 7 INSTALL P.C.C. ACCESSIBLE RAMP PER COUNTY OF IMPERIAL STANDARD DETAIL 414. SEE DETAIL "H" ON SHEET 15.
- 8 CONSTRUCT SINGLE UNIT FLUSH TOILET PER DETAILS ON SHEETS 20 AND 21.
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- 11 INSTALL 24'x140' SHADE STRUCTURE PER DETAILS ON SHEETS 9, 10, AND 11.
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- 18 INSTALL 4-INCH PVC SEWER LATERAL. CONTRACTOR TO FIELD CHECK ELEVATION AT POINT OF CONNECTION PRIOR TO INSTALLING SEWER LINE.
- 19 INSTALL SEWER CLEAN OUT PER DETAIL ON SHEET 26.
- 20 INSTALL 1-INCH WATER SERVICE.



BLOW-UP DETAIL 3

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

 *C. Beltran*
 CARLOS BELTRAN, P.E.
 No. 69121
 EXP. 6-30-22
 CIVIL
 STATE OF CALIFORNIA

69121
 R.C.E. No.
 05/12/2021
 DATE
 06/30/22
 REG. EXP.


Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
 IMPERIAL, CA. 92251
 TEL. (760) 545-0162 FAX (760) 545-0163

PUBLIC WORKS DEPARTMENT

COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 **JOHN GAY**
 No. 62028
 EXP. 9-30-21
 CIVIL
 STATE OF CALIFORNIA

62028
 R.C.E. No.
 JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 09/30/21
 REG. EXP.
 DATE

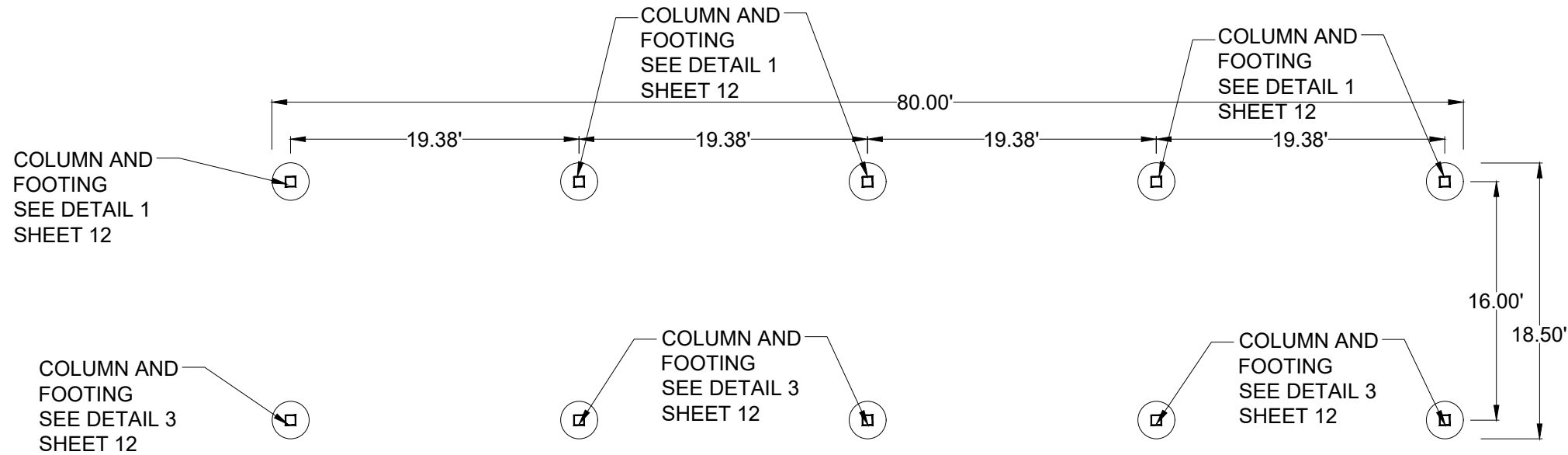
DATE 05/12/2021
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 SCALE AS SHOWN
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

BLOW-UP DETAILS

SHEET 6 OF 26



80 FT BY 24 FT SHADE STRUCTURE
COLUMN AND FOUNDATION PLAN

NOTE:
DETAILS 1, 2, 3, 4 AND 5
FOR THIS SHEET ARE
FOUND ON SHEET 12.

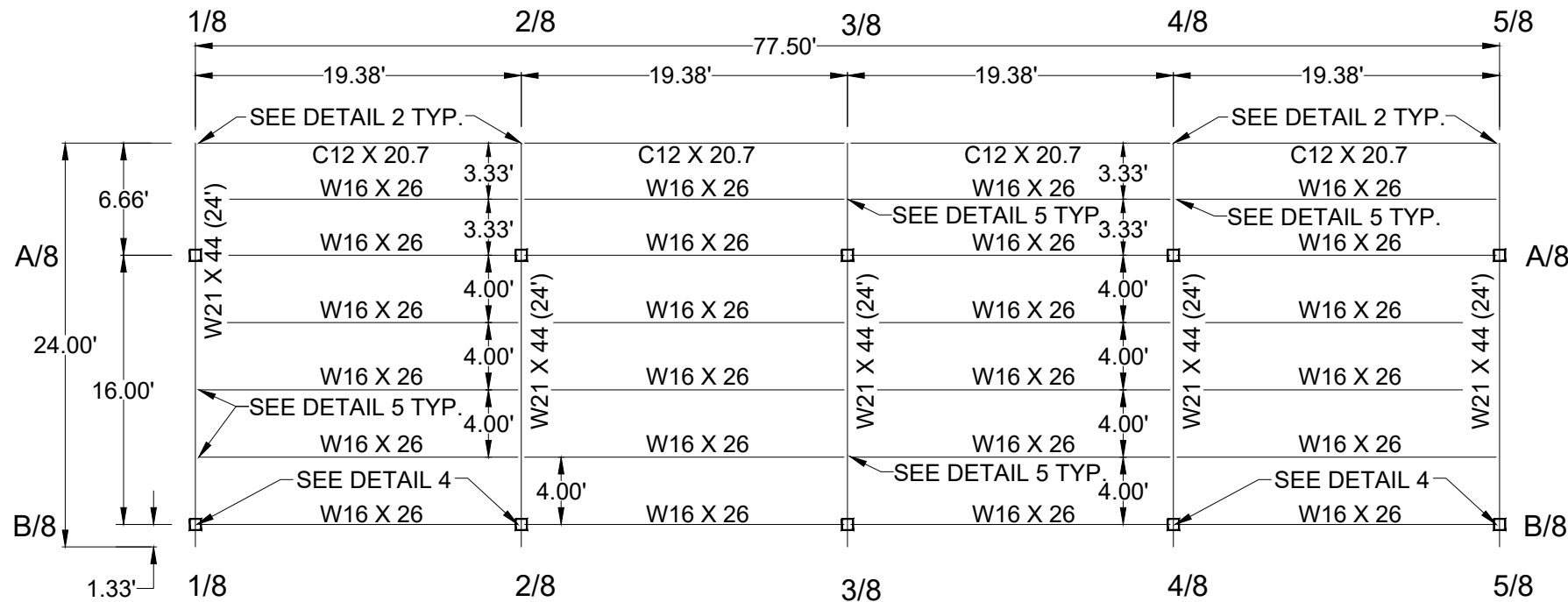
DESIGN CRITERIA:

WIND LOADING:

RISK CATEGORY: 1
EXPOSURE: C
BASIC WIND SPEED: 100 MPH
(ASCE 7-10) FIGURE 26.5-1C

SEISMIC LOADING:

RISK CATEGORY: 1
SITE CLASSIFICATION: D
PEAK GROUND ACCELERATION (PGA): 1.5
Fa: 1.0
S_{ds}: 1.0



NOTE:
DETAILS 1, 2, 3, 4 AND 5
FOR THIS SHEET ARE
FOUND ON SHEET 12.

CROSS SECTIONS ARE
FOUND ON SHEET 8

NOTE:
ROOF DECK SHOULD EXTEND 15
INCHES (OVERHANG) FROM CENTER OF
COLUMNS EXTENDING EAST

80 FT BY 24 FT SHADE STRUCTURE
FRAMING PLAN

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
No. 69121
EXP. 6-30-22
CIVIL ENGINEER
STATE OF CALIFORNIA

DATE: 05/12/2021

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Civil Engineering - Land Surveying - Construction Management
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JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR

DATE: 09/30/21

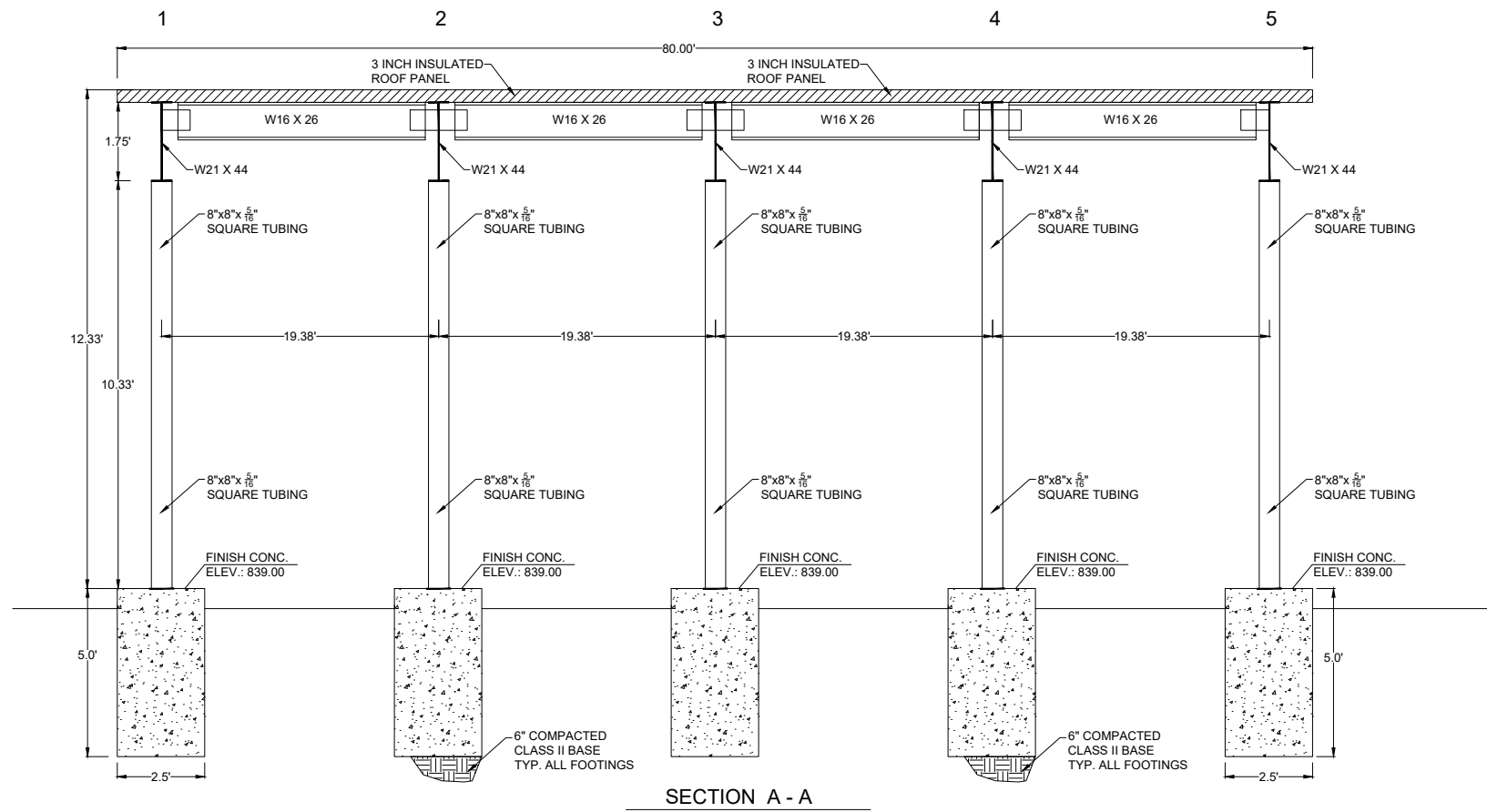
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COMMUNITY AND ECONOMIC DEVELOPMENT

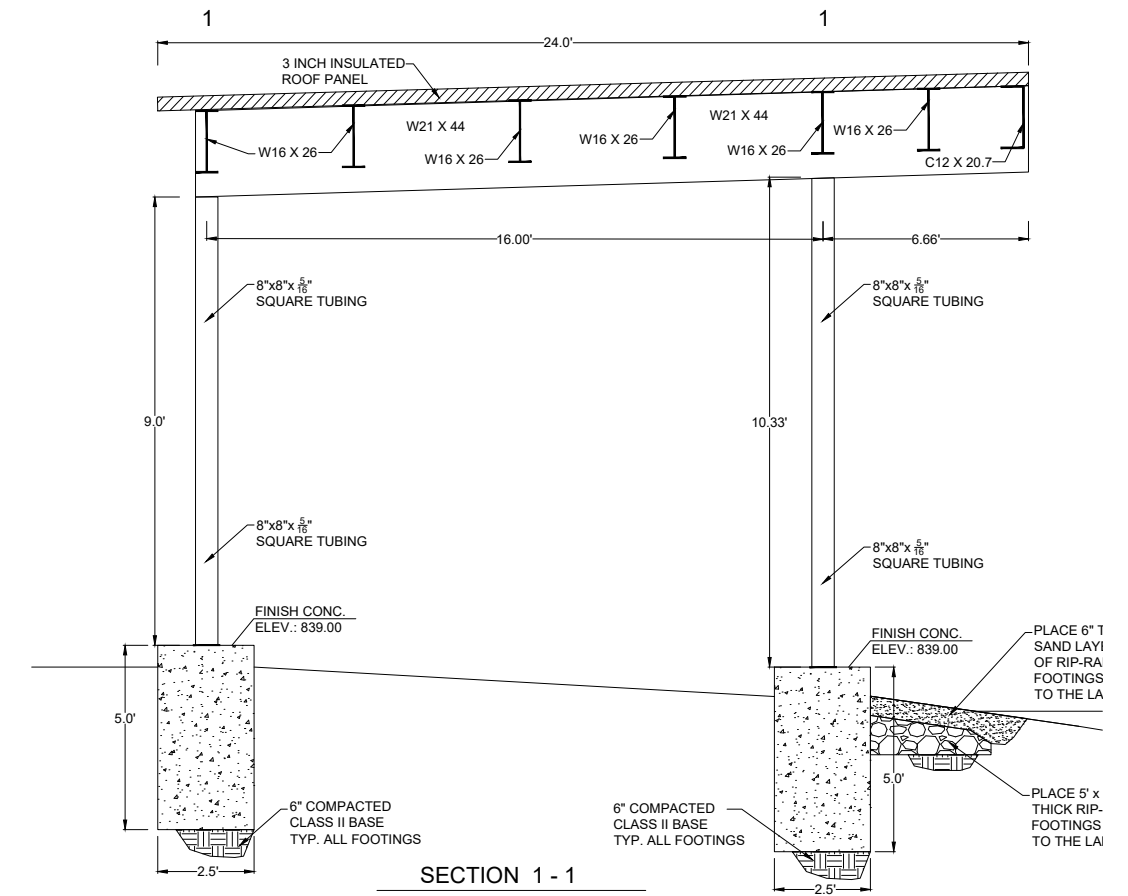
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

24' x 80' SHADE STRUCTURE

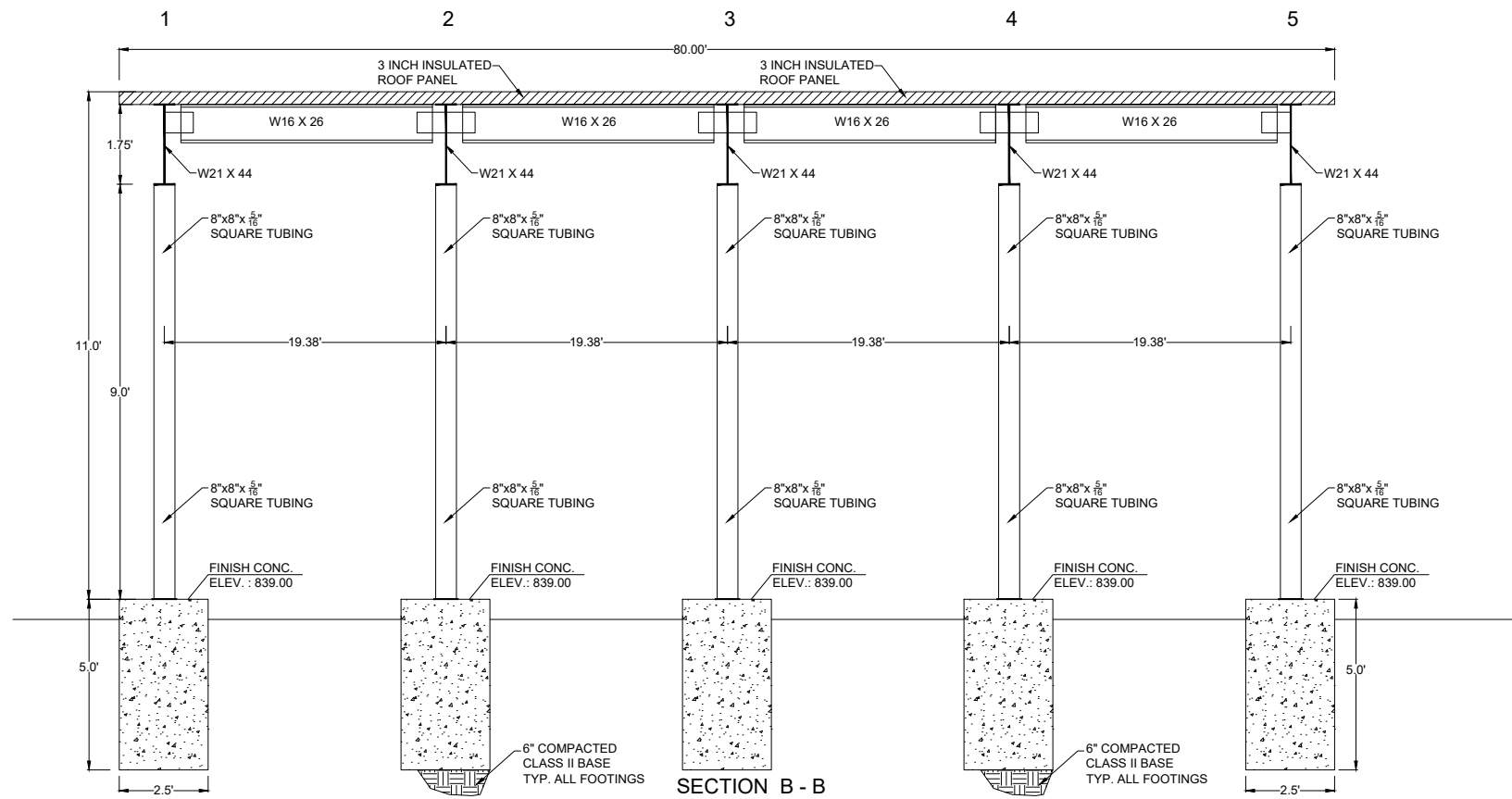
SHEET 7 OF 26



SECTION A - A



SECTION 1 - 1



SECTION B - B

NOTE:
 DETAILS 1, 2, 3, 4 AND 5
 FOR THIS SHEET ARE
 FOUND ON SHEET 12.

GENERAL NOTES:

1. CONCRETE SHALL BE 4,500 PSI TYPE V PORTLAND CEMENT WITH A MAXIMUM WATER/CEMENT RATIO OF 0.45 (BY WEIGHT).
2. CONCRETE POUR SHALL BE MONOLITHIC.
3. REINFORCING BARS SHALL BE GRADE 40 (fy = 40,000 psi)
4. ALL REINFORCING BARS SHALL HAVE AT MINIMUM 3" COVER.
5. SPECIAL INSPECTIONS SHALL BE PROVIDED FOR THE CONCRETE CONSTRUCTION PER CALIFORNIA BUILDING CODE SECTION 1704.4 AND TABLE 1704.4 REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION.

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN, P.E.
 No. 69121
 EXP. 6-30-22

DATE: 05/12/2021

REG. EXP. 06/30/22

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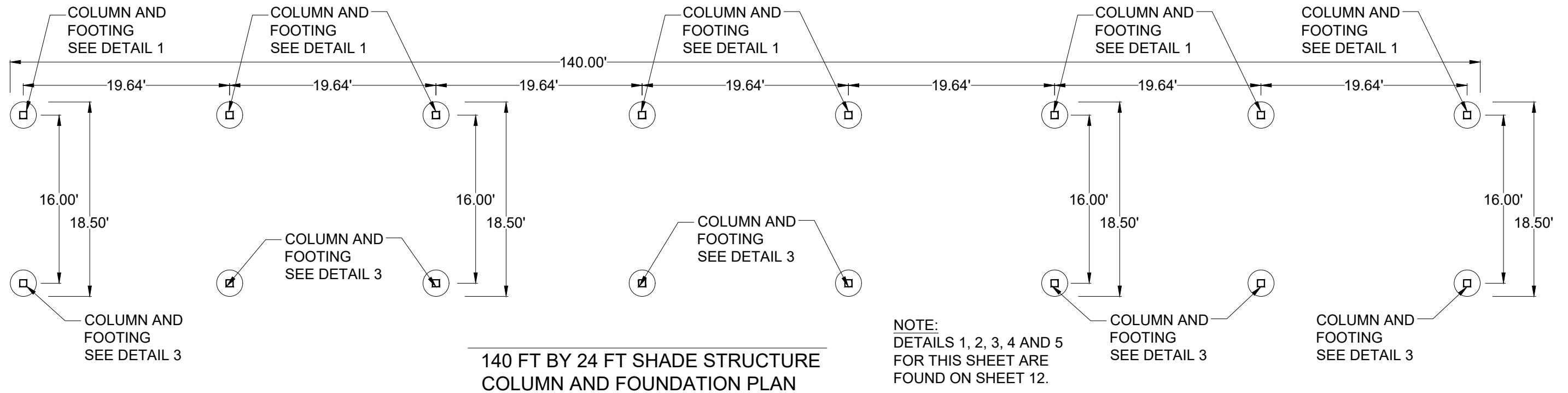
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CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

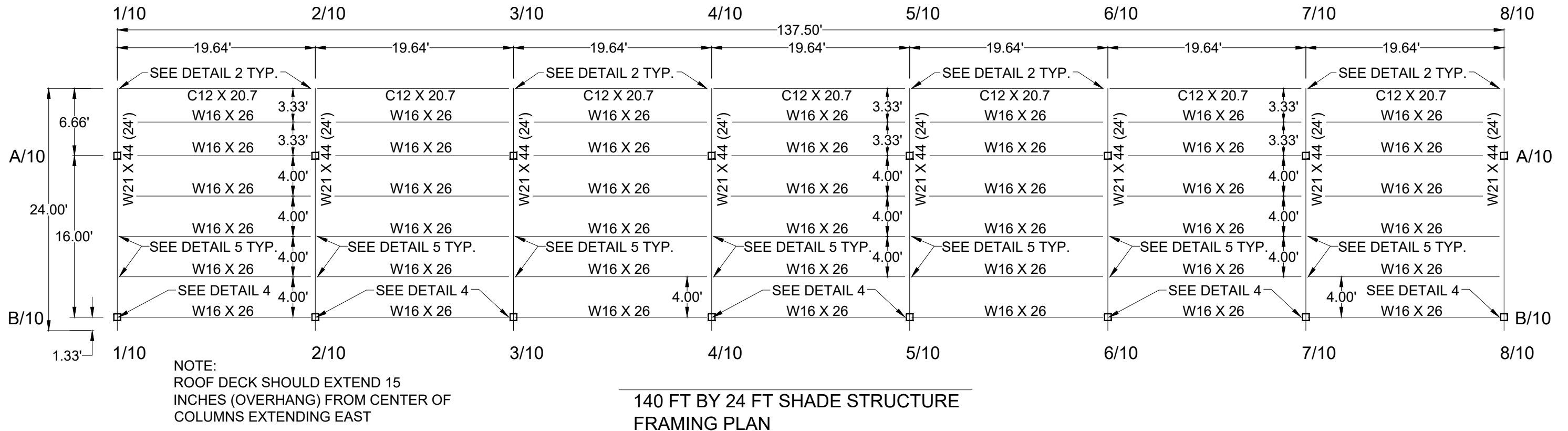
24' x 80' SHADE STRUCTURE SECTIONS

SHEET 8 OF 26



NOTE:
DETAILS 1, 2, 3, 4 AND 5
FOR THIS SHEET ARE
FOUND ON SHEET 12.

CROSS SECTIONS ARE
FOUND ON SHEET 10



NOTE:
ROOF DECK SHOULD EXTEND 15
INCHES (OVERHANG) FROM CENTER OF
COLUMNS EXTENDING EAST

REVISION	DATE	COMMENTS

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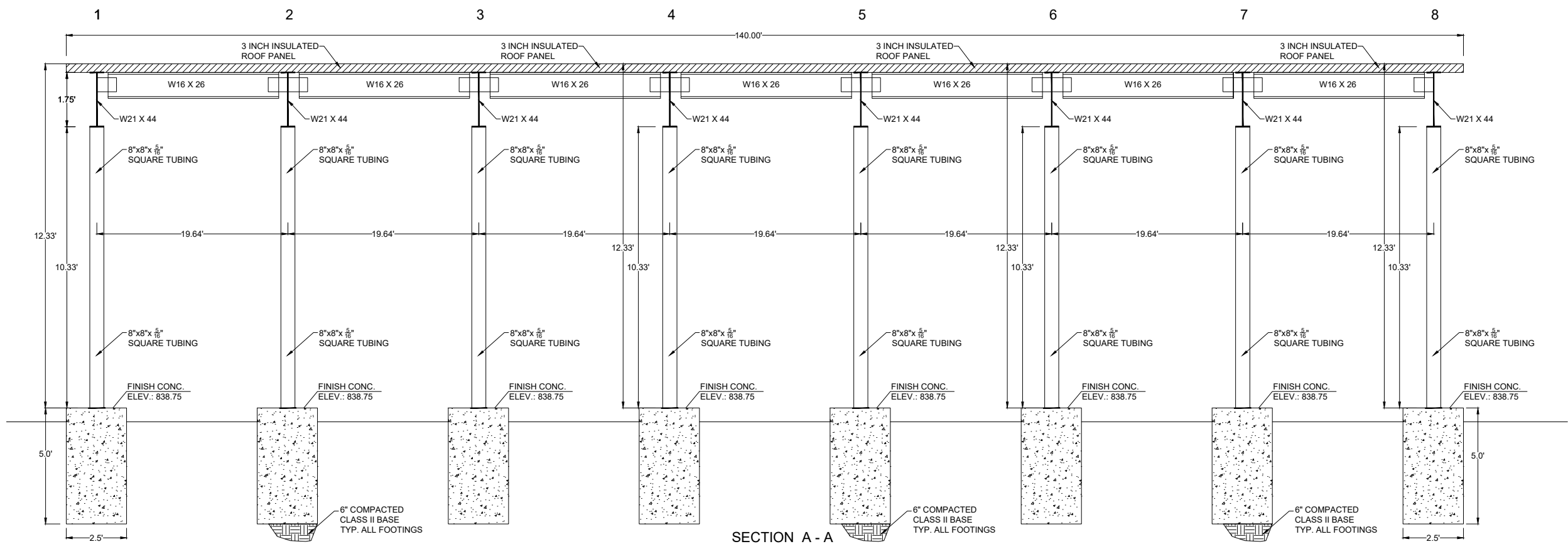
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COMMUNITY AND ECONOMIC DEVELOPMENT

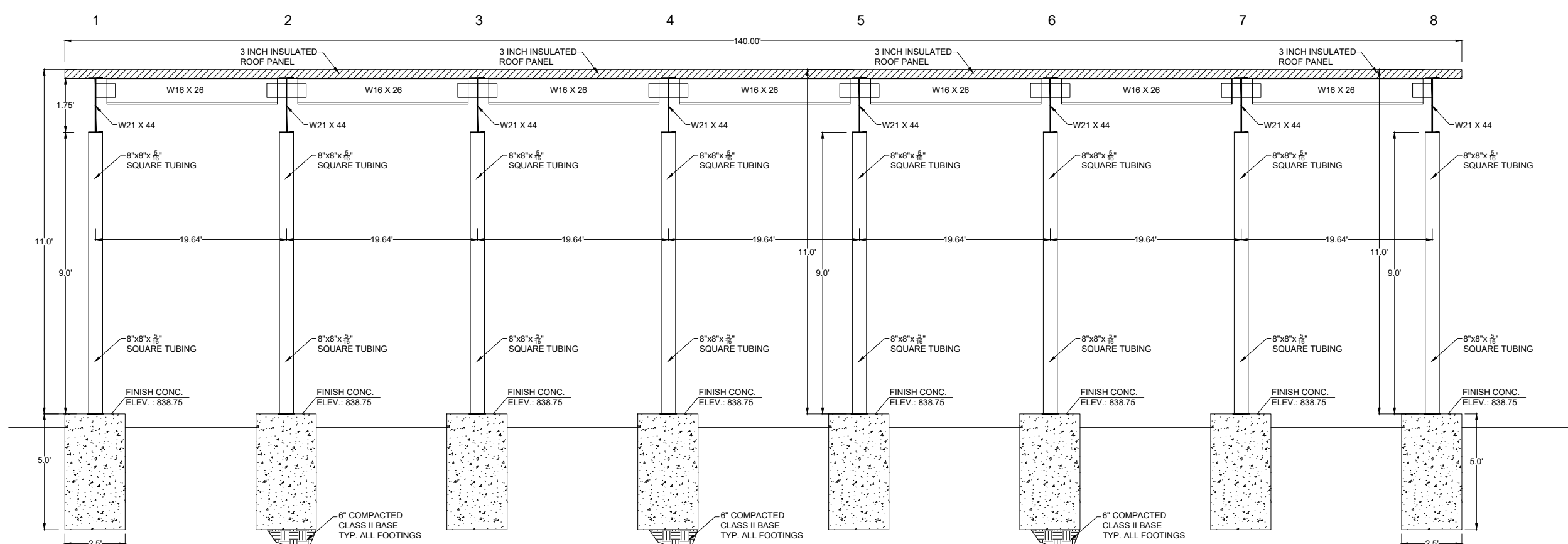
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

24' x 140' SHADE STRUCTURE

SHEET 9 OF 26



SECTION A - A



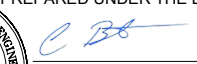
SECTION B - B

NOTE:
 DETAILS 1, 2, 3, 4 AND 5
 FOR THIS SHEET ARE
 FOUND ON SHEET 12.

GENERAL NOTES:

1. CONCRETE SHALL BE 4,500 PSI TYPE V PORTLAND CEMENT WITH A MAXIMUM WATER/CEMENT RATIO OF 0.45 (BY WEIGHT).
2. CONCRETE POUR SHALL BE MONOLITHIC.
3. REINFORCING BARS SHALL BE GRADE 40 (fy = 40,000 psi)
4. ALL REINFORCING BARS SHALL HAVE AT MINIMUM 3" COVER.
5. SPECIAL INSPECTIONS SHALL BE PROVIDED FOR THE CONCRETE CONSTRUCTION PER CALIFORNIA BUILDING CODE SECTION 1704.4 AND TABLE 1704.4 REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION.


REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

 CARLOS BELTRAN, P.E.
 No. 69121
 EXP 6-30-22
 CIVIL
 STATE OF CALIFORNIA
 DATE: 05/12/2021
 REG. EXP. 06/30/22

Dynamic CONSULTING ENGINEERS
 CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
 IMPERIAL, CA. 92251
 TEL. (760) 545-0162 FAX (760) 545-0163

PUBLIC WORKS DEPARTMENT

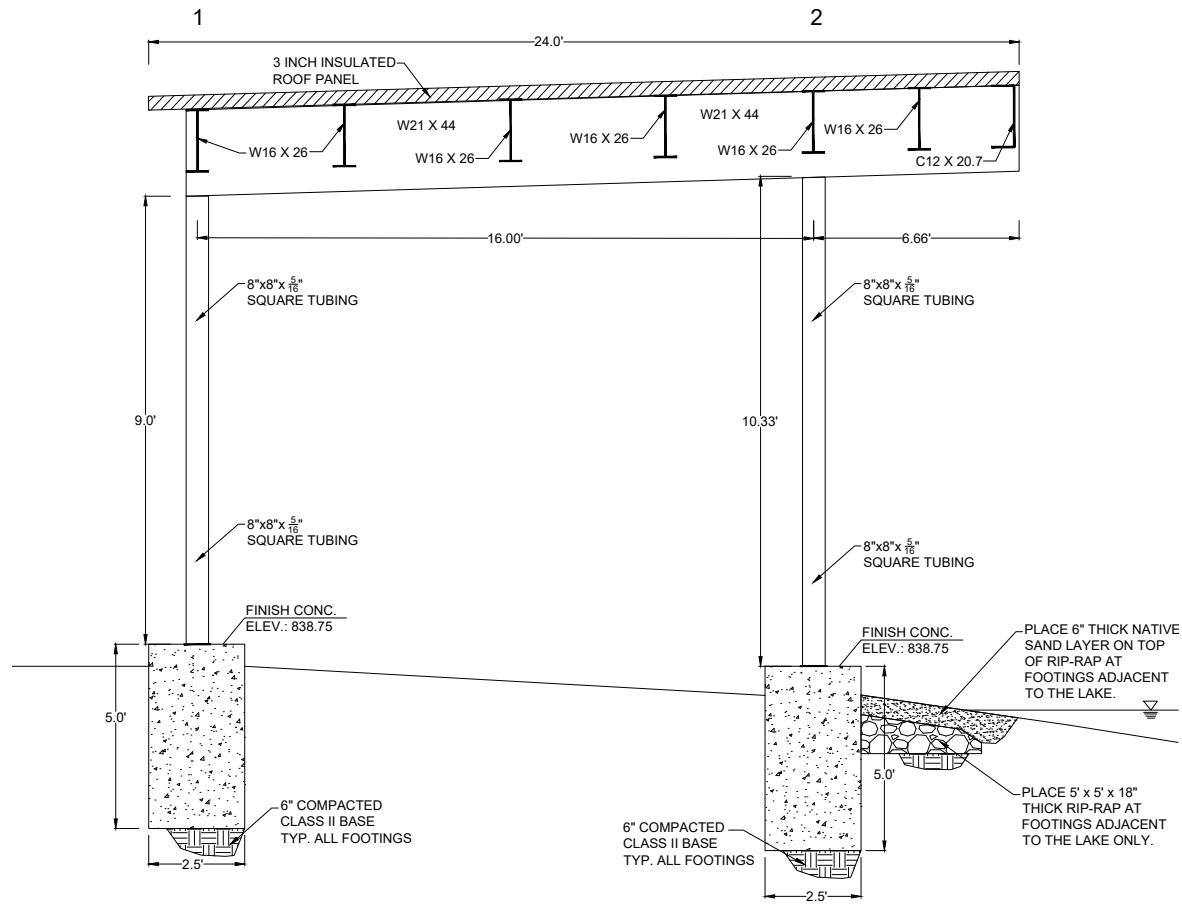
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 No. 62028
 EXP 9-30-21
 CIVIL
 STATE OF CALIFORNIA
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COMMUNITY AND ECONOMIC DEVELOPMENT
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT


24' x 140' SHADE STRUCTURE SECTIONS
 SHEET 10 OF 26



NOTE:
 DETAILS 1, 2, 3, 4 AND 5
 FOR THIS SHEET ARE
 FOUND ON SHEET 12.

SECTION 1 - 1

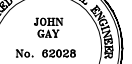
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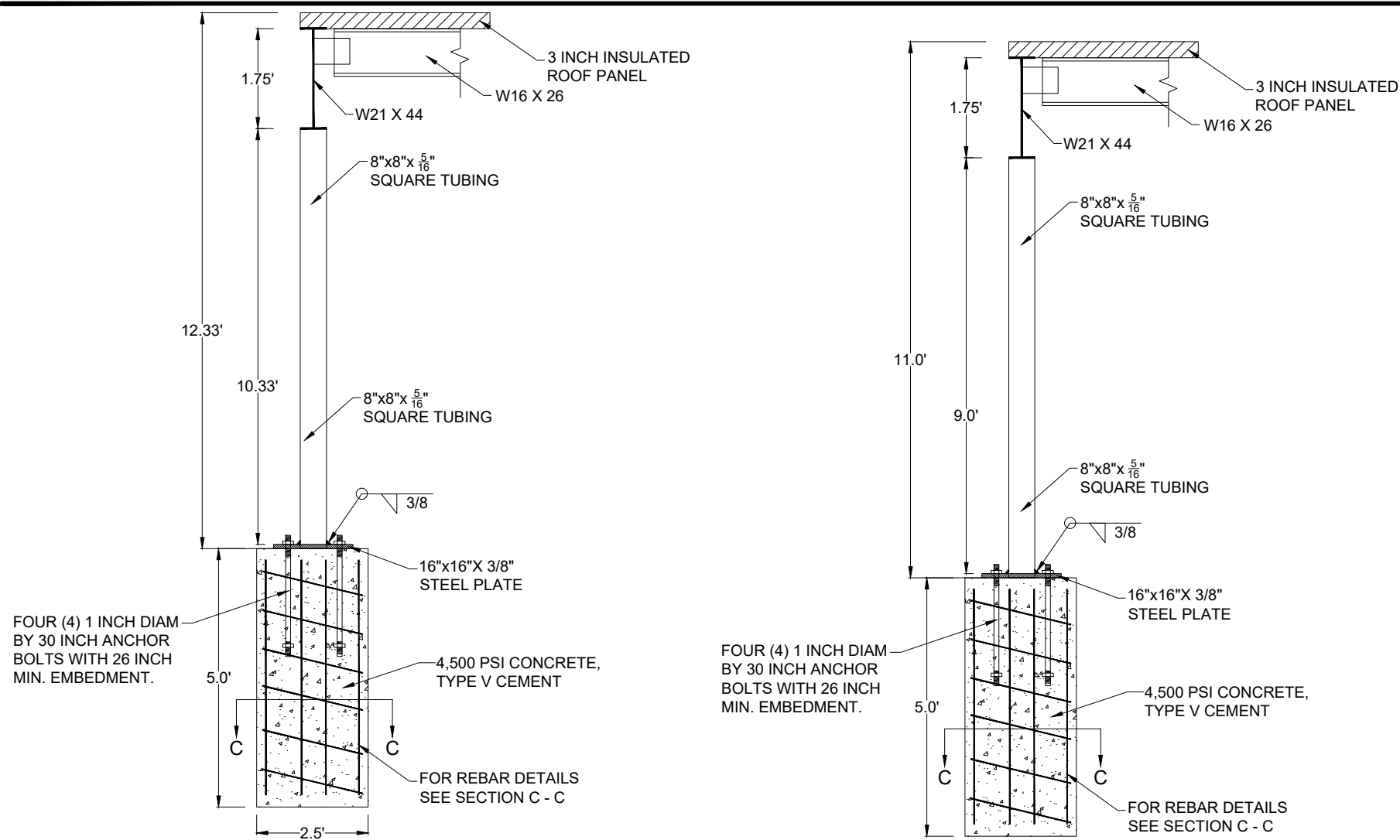
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COMMUNITY AND ECONOMIC DEVELOPMENT
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

24' x 140' SHADE STRUCTURE SECTIONS
 SHEET 11 OF 26

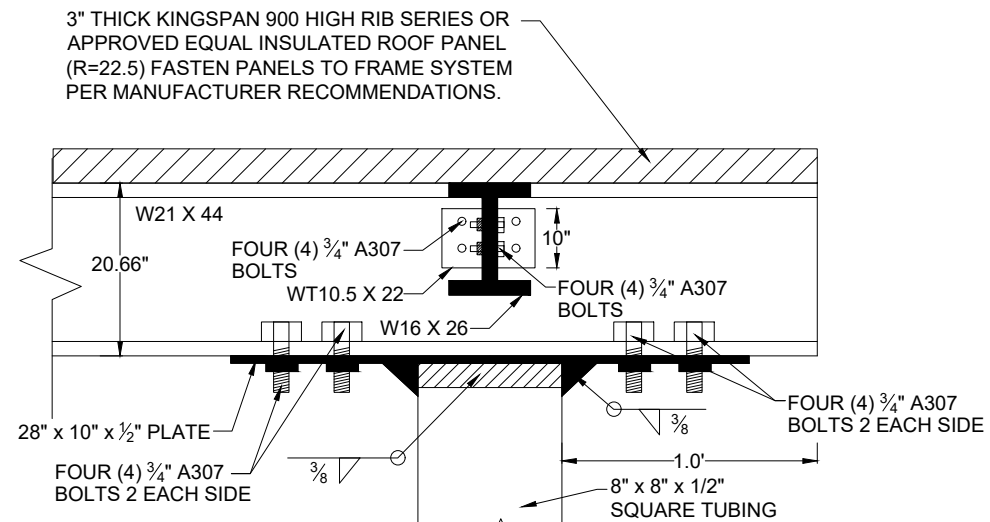


**COLUMN AND FOOTING
DETAIL 1**

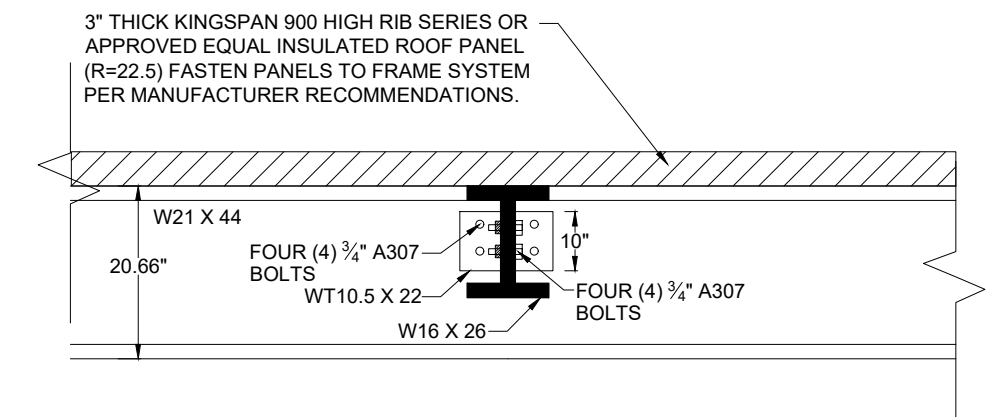
**COLUMN AND FOOTING
DETAIL 3**

FOUR (4) 1 INCH DIAM BY 30 INCH ANCHOR BOLTS WITH 26 INCH MIN. EMBEDMENT.

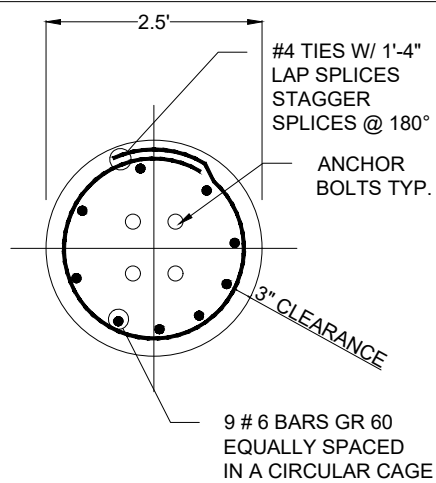
FOUR (4) 1 INCH DIAM BY 30 INCH ANCHOR BOLTS WITH 26 INCH MIN. EMBEDMENT.



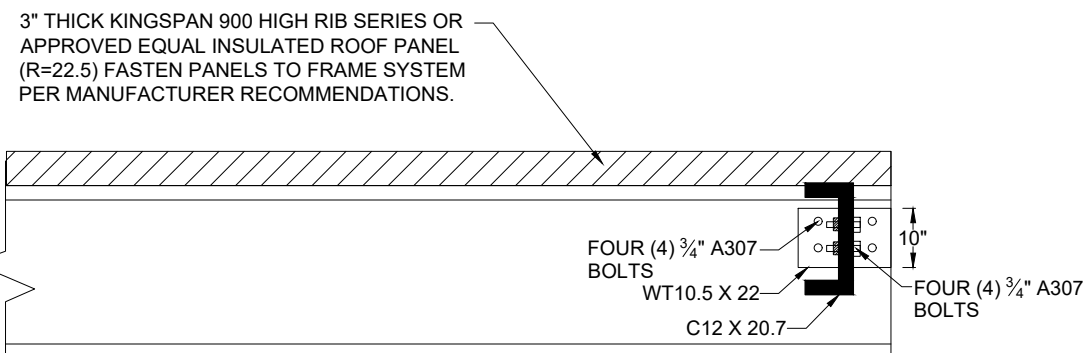
DETAIL 4



DETAIL 5



SECTION C - C



DETAIL 2

REVISION	DATE	COMMENTS

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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

SHADE STRUCTURE DETAILS

SHEET 12 OF 26

THE CONTRACTOR SHALL FURNISH MATERIAL, FABRICATE, AND INSTALL, THE STRUCTURAL STEEL FRAMING AND ALL APPURTENANT METAL PARTS REQUIRED FOR PERMANENT CONNECTION OF THE STRUCTURAL STEEL.

REFERENCE SPECIFICATIONS, CODES AND STANDARDS

COMPLY WITH THE CURRENT PROVISIONS OF THE FOLLOWING CODES AND STANDARDS.

AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES"

AISC "SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" AND INCLUDING THE "COMMENTARY OF THE AISC SPECIFICATION"

AISC "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" APPROVED BY THE RESEARCH COUNCIL OF RIVETED AND BOLTED STRUCTURAL JOINTS OF THE ENGINEERING FOUNDATION

AISC STRUCTURAL WELDING CODE AWS D1.1-96 AND "STANDARD QUALIFICATION PROCEDURE"

ASTM A36 - STANDARD SPECIFICATION FOR CARBON STRUCTURAL STEEL

ASTM A992 - STANDARD SPECIFICATION FOR STRUCTURAL STEEL

ASTM A53 - STANDARD SPECIFICATION FOR, PIPE, STEEL, BLACK AND HOT-DIPPED, ZINC-COATED, WELDED AND SEAMLESS

ASTM A123 - STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS

ASTM A153 - STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE

ASTM A193 - STANDARD SPECIFICATION FOR ALLOY-STEEL AND STAINLESS STEEL BOLTING MATERIALS FOR HIGH-TEMPERATURE SERVICE

ASTM A 194 - STANDARD SPECIFICATION FOR CARBON AND ALLOY STEEL NUTS FOR BOLTS FOR HIGH PRESSURE AND HIGH TEMPERATURE SERVICE

ASTM A307 - STANDARD SPECIFICATION FOR CARBON STEEL BOLTS AND STUDS, 60,000 PSI TENSILE STRENGTH

ASTM A325 - STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, HEAT TREATED, 120/105 KSI MINIMUM TENSILE STRENGTH

ASTM A490 - STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, 150 KSI MINIMUM TENSILE STRENGTH

ASTM A500 - STANDARD SPECIFICATION FOR COLD-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING IN ROUNDS AND SHAPES

ASTM A501 - STANDARD SPECIFICATION FOR HOT-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING

SHOP DRAWINGS

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL. SHOP DRAWINGS SHALL CONFORM TO AISC RECOMMENDATIONS AND SPECIFICATIONS AND SHALL SHOW ALL HOLES, ETC. REQUIRED FOR OTHER WORK. DRAWINGS SHALL INCLUDE COMPLETE DETAILS SHOWING ALL MEMBERS AND THEIR CONNECTIONS, ANCHOR BOLT LAYOUTS, FIELD WELDS, SCHEDULES FOR FABRICATION PROCEDURES, AND DIAGRAMS SHOWING THE SEQUENCE OF ERECTION. MEMBERS AND CONNECTIONS FOR ANY PORTION OF THE STRUCTURE NOT SHOWN ON THE DRAWINGS SHALL BE DETAILED BY THE FABRICATOR AND INDICATED ON THE SHOP DRAWINGS. ALL WELDS SHALL BE INDICATED BY STANDARD WELDING SYMBOLS OF THE AWS. SHOP DRAWINGS SHALL SHOW REFERENCE MARKS AND CROSS REFERENCES TO DRAWINGS. FABRICATOR SHALL BE RESPONSIBLE FOR CORRECT INTERPRETATION OF DRAWINGS AND SHALL CALL TO THE ENGINEER'S ATTENTION ANY DISCREPANCIES FOUND ON DRAWINGS.

CERTIFIED ALLOY TEST REPORTS SHALL BE FURNISHED FOR ALL MATERIALS SPECIFIED HEREIN UPON REQUEST OF THE ENGINEER.

WELDER CERTIFICATIONS SHALL BE SUBMITTED FOR SHOP AND FIELD WELDERS IN TRIPLICATE, DIRECTLY TO THE ENGINEER FROM A RECOGNIZED TESTING LABORATORY, WITH COPIES TO THE CONTRACTOR AND OTHERS AS REQUIRED.

COPIES OF REPORTS OF TESTS AND INSPECTION CONDUCTED ON SHOP AND FIELD WELDED AND BOLTED CONNECTIONS SHALL BE SUBMITTED TO THE ENGINEER.

QUALITY ASSURANCE

FABRICATION SHOPS SHALL BE AISC CERTIFIED; SHOP INSPECTION MAY BE REQUIRED BY THE CITY AT THE CITY'S OWN EXPENSE. THE CONTRACTOR SHALL GIVE AMPLE NOTICE TO THE ENGINEER PRIOR TO THE BEGINNING OF ANY FABRICATION WORK SO THAT INSPECTION MAY BE PROVIDED. THE CONTRACTOR SHALL FURNISH ALL FACILITIES FOR THE INSPECTION OF MATERIALS AND WORKMANSHIP IN THE SHOP AND ENGINEER SHALL BE ALLOWED FREE ACCESS TO THE NECESSARY PARTS OF THE WORK. ENGINEER SHALL HAVE THE AUTHORITY TO REJECT ANY MATERIALS OR WORK NOT MEETING THE REQUIREMENTS OF THESE SPECIFICATIONS.

INSPECTION AT THE SHOP IS INTENDED AS A MEANS OF FACILITATING THE WORK AND AVOIDING ERRORS, BUT IT IS EXPRESSLY UNDERSTOOD THAT IT WILL IN NO WAY RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY FOR FURNISHING PROPER MATERIALS OR WORKMANSHIP UNDER THIS SPECIFICATION.

HIGH-STRENGTH BOLTS SHALL BE INSPECTED USING ONE OF THE PROCEDURES SET FORTH IN THE CURRENT AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

TEN PERCENT OF ALL BUTT AND BEVEL WELDS WHICH EXTEND CONTINUOUSLY FOR 24 INCHES OR LESS SHALL BE COMPLETELY TESTED IN ACCORDANCE WITH AWS D1.1-96, PART B, RADIOGRAPHIC TESTING OF WELDS, CHAPTER 6. ALL BUTT AND BEVEL WELDS WHICH EXTEND CONTINUOUSLY FOR MORE THAN 24 INCHES SHALL BE SPOT TESTED AT INTERVALS NOT EXCEEDING 36 INCHES.

WELDS THAT ARE REQUIRED BY THE ENGINEER TO BE CORRECTED SHALL BE CORRECTED OR REDONE AND RETESTED AS DIRECTED, AT THE CONTRACTORS EXPENSE, AND TO THE SATISFACTION OF THE ENGINEER AND/OR APPROVED INDEPENDENT TESTING LAB.

FIELD INSPECTIONS AND TESTING

THE ENGINEER AND THE RESIDENT PROJECT REPRESENTATIVE RESERVE THE RIGHT TO INSPECT THE WORK AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE TEMPORARY LADDERS, STEPS, SCAFFOLDING, PLANKING, ETC., NECESSARY FOR SAFE ACCESS TO THE WORK TO BE INSPECTED.

MATERIALS

ALL STRUCTURAL STEEL SHAPES, PLATES, BARS, RODS AND THEIR PRODUCTS SHALL BE ASTM 36 OR ASTM A992 UNLESS OTHERWISE INDICATED.

ALL STEEL SHALL BE DELIVERED CLEAN AND FREE FROM MILL SCALE, RUST OR PITTING.

CERTIFIED COPIES OF MILL TEST REPORTS SHALL BE FURNISHED TO THE ENGINEER WHEN REQUESTED.

STRUCTURAL STEEL PIPE SHALL BE ASTM A501, OR ASTM A53, TYPE E OR S.

STRUCTURAL TUBING SHALL BE ASTM A500, GRADE **B** WITH FY=46 KSI.

BOLTS SHALL HAVE HEXAGONAL HEADS AND NUTS. THREADS SHALL BE CLEAN CUT OF AMERICAN STANDARD SIZE.

HIGH STRENGTH BOLTS FOR STRUCTURAL FRAMING CONNECTIONS SHALL BE ASTM A325 OR A490; USE A325 UNLESS OTHERWISE SHOWN. BOLTS USED TO CONNECT DISSIMILAR METALS SHALL BE ASTM AL 93, TYPE 316 STAINLESS STEEL.

NUTS SHALL BE COMPATIBLE WITH, AND HAVE THE SAME FINISH AS, THE ATTACHED BOLT AND SHALL BE ASTM A563, GRADE DH OR ASTM A194.

ALL BOLTS, NUTS, STUDS AND FASTENERS EXPOSED TO WATER, GROUNDWATER, SEWAGE, SEWER GAS OR ENCLOSED AREAS ABOVE SEWAGE SHALL BE TYPE 316 STAINLESS STEEL.

STEEL BOLTS, NUTS, WASHERS, STUDS AND FASTENERS FOR GENERAL USE SHALL CONFORM TO ASTM A307 AND SHALL BE HOT-DIP GALVANIZED PER ASTM A153.

A HARDENED FLAT WASHER SHALL BE PROVIDED UNDER THE NUT OR BOLT HEAD TURNED IN TIGHTENING. HARDENED FLAT WASHERS SHALL BE PROVIDED UNDER THE BOLT HEAD AND NUT FOR BOLTS IN SLOTTED HOLES.

ALL BOLTS, NUTS, WASHERS, AND FASTENERS USED IN CONTACT WITH ALUMINUM SHALL BE TYPE 304 OR TYPE 316 STAINLESS STEEL.

BOLTS REQUIRED TO BE BENT SHALL BE BENT COLD. THE BEND RADIUS SHALL NOT BE LESS THAN TWICE THE BOLT DIAMETER.

STRUCTURAL STEEL SHALL BE CLEANED, SHARP EDGES AND CORNERS REMOVED, AND COATED WITH ASHOP PAINT PRIMER; EXCEPT, THAT PRIMER SHALL BE OMITTED FOR SURFACES TO BE GALVANIZED, OR WELDED OR EMBEDDED IN CONCRETE WITH NO FURTHER COATING.

MATERIAL TO BE GALVANIZED SHALL HAVE NO CORNER WITH A RADIUS OF LESS THAN 1/16 INCH.

ALL STRUCTURAL MEMBERS SHALL BE FURNISHED FULL LENGTH WITHOUT SPLICES UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.

GENERAL

THE CONTRACTOR SHALL FURNISH AND INSTALL ALL STEEL AND MISCELLANEOUS FERROUS METAL ITEMS AS SHOWN ON PLANS. ALL FABRICATION AND ERECTION OF STEEL ITEMS SHALL CONFORM TO AISC "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", WHEREVER APPLICABLE, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL TAKE ALL MEASUREMENTS NECESSARY TO PROPERLY FIT THE WORK IN THE FIELD.

DAMAGED STRUCTURAL STEEL SHALL BE REPLACED. USE OF SALVAGED, REPROCESSED, OR SCRAP MATERIALS SHALL NOT BE PERMITTED.

DISSIMILAR METALS SHALL BE PROTECTED FROM GALVANIC CORROSION BY MEANS OF PRESSURE TAPES, COATINGS, OR ISOLATORS.

MEASUREMENTS

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, GRADES, ELEVATIONS, JOB CONDITIONS, AND SHALL MAKE ANY FIELD MEASUREMENTS NECESSARY AND SHALL BE FULLY RESPONSIBLE FOR ACCURACY AND LAYOUT OF WORK. THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO STARTING FABRICATION.

FABRICATION

FABRICATE ITEMS OF STRUCTURAL STEEL IN ACCORDANCE WITH THE DRAWINGS, AISC SPECIFICATIONS, AND AS INDICATED ON THE FINAL REVIEWED SHOP DRAWINGS. FABRICATION AND ASSEMBLY SHALL BE DONE IN THE SHOP TO THE GREATEST EXTENT POSSIBLE.

ALL STEEL AND MISCELLANEOUS FERROUS METAL ITEMS SHALL BE CAREFULLY FABRICATED TO TRUE DIMENSIONS WITHOUT WARP OR TWIST.

PROPERLY MARK AND MATCHMARK MATERIALS FOR FIELD ASSEMBLY.

WHERE FINISHING IS REQUIRED, COMPLETE THE ASSEMBLY, INCLUDING BOLTING AND WELDING OF UNITS, BEFORE START OF FINISHING OPERATIONS.

CONNECTIONS

WELD OR BOLT SHOP CONNECTIONS AS SHOWN UNLESS OTHERWISE NOTED. BOLT FIELD CONNECTIONS, EXCEPT WHERE WELDED CONNECTIONS OR OTHER CONNECTIONS ARE SHOWN OR SPECIFIED. ALL CONNECTIONS UNLESS SHOWN OTHERWISE SHALL DEVELOP FULL STRENGTH

UNLESS OTHERWISE INDICATED ON THE DRAWINGS, MINIMUM BEAM FRAMING CONNECTIONS SHALL BE IN ACCORDANCE WITH AISC MANUAL OF STEEL CONSTRUCTION. ALL CONNECTIONS OF BEAMS, EXCEPT HANDRAILS, LADDERS AND GIRT CONNECTIONS, SHALL BE BOLTED WITH HIGH-STRENGTH BOLTS TO PROVIDE SLIP CRITICAL TYPE CONNECTIONS USING DIRECT TENSIONS LOAD INDICATOR WASHERS OR TENSION SET BOLTS. BEAM CONNECTIONS SHALL HAVE A MINIMUM OF TWO 3/4-INCH HIGH-STRENGTH BOLTS UNLESS OTHERWISE INDICATED. ALL CONNECTIONS UNLESS SHOWN OTHERWISE SHALL DEVELOP FULL STRENGTH OF MEMBERS JOINED AND SHALL CONFORM TO AISC STANDARD CONNECTIONS. INSTALLATION OF BOLTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325.

DOUBLE-ANGLE MEMBERS SHALL BE CONNECTED TOGETHER IN ACCORDANCE WITH AISC SPECIFICATION, WITH A 3/4-INCH DIAMETER, HIGH-STRENGTH BOLT AND A FILLER PLATE OR WELDED FILLER PLATE SPACED AS INDICATED ON THE DRAWINGS.

COLUMN ENDS SHALL BE SQUARE AND MILLED TO HAVE FULL BEARING AT SPLICES AND AT BASE PLATES.

THE CONTRACTOR SHALL NOTIFY THE RESIDENT PROJECT REPRESENTATIVE TO MAKE ARRANGEMENTS TO INSPECT HIGH STRENGTH BOLTED CONNECTIONS AND WELDED CONNECTIONS AND TO PERFORM TESTING AND PREPARE TEST REPORTS. THIS INSPECTION SHALL BE IN ADDITION TO THE INSPECTION SPECIFIED IN THIS SPECIFICATION.

WELDED CONSTRUCTION

ALL WELDING SHALL COMPLY WITH THE CURRENT AWS D1.1 CODE FOR PROCEDURES, APPEARANCE, AND QUALITY OF WELDS AND WELDERS, AND METHODS USED IN CORRECTING WELDING WORK.

WELDERS, WELDING OPERATIONS AND TACKERS SHALL BE PREQUALIFIED IN ACCORDANCE WITH THE SPECIFICATIONS OF AWS D1.1 AND SHALL PRODUCE WRITTEN EVIDENCE OF QUALIFICATION SATISFACTORY TO THE ENGINEER. ALL COSTS ASSOCIATED WITH QUALIFICATION OF WELDERS SHALL BE BORNE BY THE CONTRACTOR.

WELDING PROCEDURES SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. CERTIFICATION THAT WELDING PROCEDURES, WELDERS AND WELDING OPERATORS THAT THE CONTRACTOR INTENDS TO USE MEET THE ASME REQUIREMENTS SHALL ALSO BE SUBMITTED TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY WELDING NOT TRACEABLE TO THE WELDER PERFORMING THE WORK SHALL BE CAUSE FOR REJECTION BY THE ENGINEER. THE ENGINEER SHALL BE NOTIFIED OF ANY WELD REPAIRS AND PROPOSED REPAIR PROCEDURES.

SHARP OR HAZARDOUS OBSTRUCTIONS SHALL BE ROUNDED OFF AND GROUND SMOOTH. WELDED CLOSURES SHALL BE NEATLY MADE; AND WHERE WELD MATERIAL INTERFERES WITH FIT, OR IS UNSIGHTLY IN APPEARANCE, IT SHALL BE GROUND OFF SMOOTH.

STAINLESS STEEL WELDING SHALL CONFORM TO THE DETAILS AND STANDARDS OF WORKMANSHIP OF THIS SPECIFICATION AND AWS D1.1, EXCEPT THE PRE-QUALIFIED WELDS FOR CARBON STEEL ARE NOT APPLICABLE TO STAINLESS STEEL. WELDERS AND WELD PROCEDURES FOR STAINLESS STEEL SHALL BE SPECIFICALLY QUALIFIED PER AWS B2.1 FOR THE TYPE OF STAINLESS STEEL TO BE WELDED. WELDERS AND WELD PROCEDURES FOR WELDING OF STAINLESS STEEL TO CARBON STEEL SHALL BE QUALIFIED PER AWS B2.1.

CONTINUOUS SEAL WELDS SHALL BE APPLIED ON STRUCTURAL STEEL DESIGNED TO BE EXPOSED TO WEATHER OR SUBMERGED IN WATER OR WASTEWATER. CONTINUOUS SEAL WELDS SHALL BE APPLIED ON BOTH SIDES OF STRUCTURAL STEEL DESIGNED TO BE SUBMERGED IN WATER OR WASTEWATER.

INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS BEFORE STARTING ANY SHOP OR FIELD WELDING. WELDS SHALL BE INSPECTED BY RADIOGRAPHIC OR OTHER MEANS. WELDS FOUND NOT IN ACCORDANCE WITH THIS SPECIFICATION SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE NEW WELD SHALL BE INSPECTED AND AN ADDITIONAL 2 WELDS SELECTED AT RANDOM SHALL BE RE-INSPECTED.

WELDERS FOUND PERFORMING UNSATISFACTORY WORK SHALL BE REMOVED FROM THE WELDING PROCESS.

COATING AND GALVANIZING

APPLY SHOP PAINT PRIMER IN ACCORDANCE WITH PROTECTIVE COATING REQUIREMENTS. OMIT SHOP APPLIED PRIMER IN THE FOLLOWING CASES: AT FIELD WELD LOCATIONS, FOR THE PORTION OF A MEMBER TO BE EMBEDDED IN CONCRETE, AND WHERE GALVANIZING WITH NO FURTHER COATING IS REQUIRED. REMOVE ALL SLAG FROM WELDS BEFORE PAINTING.

THE CONTRACTOR SHALL FINISH PAINT STEEL AND MISCELLANEOUS FERROUS METAL ITEMS AS SPECIFIED BY THE CITY OF BRAWLEY.

STEEL OR IRON SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION AND SHALL CONFORM TO ASTM A123.

AREAS OF GALVANIZING DAMAGED BY WELDING OR BURNING OR OTHERWISE DAMAGED SHALL BE REPELLED USING METHOD APPROVED BY THE ENGINEER.

STRUCTURAL STEEL COMPLETELY ENCASED IN CONCRETE SHALL NOT BE PAINTED OR GALVANIZED AND SHALL HAVE A CLEAN SURFACE FOR BONDING TO CONCRETE.

PRODUCT DELIVERY, STORAGE, AND HANDLING

LOAD STRUCTURAL MEMBERS IN SUCH A MANNER THAT THEY MAY BE TRANSPORTED AND UNLOADED WITHOUT BEING EXCESSIVELY STRESSED, DEFORMED, OR OTHERWISE DAMAGED.

PROTECT STRUCTURAL STEEL MEMBERS AND PACKAGED MATERIALS FROM CORROSION AND DETERIORATION. MATERIAL SHALL BE STORED IN A DRY AREA AND SHALL NOT BE PLACED IN DIRECT CONTACT WITH THE GROUND. DO NOT PLACE MATERIALS ON THE STRUCTURE IN A MANNER THAT MIGHT CAUSE DISTORTION OR DAMAGE TO THE MEMBERS OR THE SUPPORTING STRUCTURES. REPAIR OR REPLACE DAMAGED MATERIALS OR STRUCTURES AS DIRECTED.

ERECTION

THE CONTRACTOR SHALL COMPLY WITH THE AISC SPECIFICATIONS AND CODE OF STANDARD PRACTICE, AND WITH SPECIFIED REQUIREMENTS.

HIGH-STRENGTH BOLTS SHALL BE INSTALLED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS. THE CONNECTIONS SHALL BE THE BEARING TYPE WITH THREADS EXCLUDED FROM THE SHEAR PLANE UNLESS NOTED OTHERWISE.

ANCHOR BOLTS AND OTHER CONNECTORS REQUIRED FOR SECURING STRUCTURAL STEEL TO IN-PLACE WORK, AND TEMPLATES AND OTHER DEVICES FOR PRESETTING BOLTS AND OTHER ANCHORS TO ACCURATE LOCATIONS SHALL BE FURNISHED.

FIELD ASSEMBLY

SET STRUCTURAL FRAMES ACCURATELY TO THE LINES AND ELEVATIONS INDICATED. ALIGN AND ADJUST THE VARIOUS MEMBERS TO FORM A PART OF A COMPLETE FRAME OR STRUCTURE BEFORE PERMANENTLY FASTENING. CLEAN BEARING SURFACES AND OTHER SURFACES WHICH WILL BE IN PERMANENT CONTACT BEFORE ASSEMBLY. PERFORM NECESSARY ADJUSTMENTS TO COMPENSATE FOR DISCREPANCIES IN ELEVATIONS AND ALIGNMENT.

LEVEL AND PLUMB INDIVIDUAL MEMBERS OF THE STRUCTURE WITHIN SPECIFIED AISC TOLERANCES. CONTRACTOR SHALL PROVIDE AND INSTALL ALL TEMPORARY BRACING NECESSARY TO CARRY CONSTRUCTION LOADS UNTIL THE STRUCTURE HAS BEEN COMPLETED.

ESTABLISH REQUIRED LEVELING AND PLUMBING MEASUREMENTS AT THE MAIN OPERATING TEMPERATURE OF THE STRUCTURE.

MISFITS AT BOLTED CONNECTIONS

WHERE MISFITS IN ERECTION BOLTING ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE CONTRACTOR SHALL SUBMIT A METHOD TO REMEDY THE MISFIT FOR REVIEW BY THE ENGINEER. THE ENGINEER WILL DETERMINE WHETHER THE REMEDY IS ACCEPTABLE OR IF THE MEMBERS MUST BE REFABRICATED. METHODS OF REMEDY MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

REAM HOLES THAT MUST BE ENLARGED TO ADMIT BOLTS AND USE OVERSIZED BOLTS.

PLUG-WELD MISALIGNED HOLES AND REDRILL HOLES TO ADMIT STANDARD SIZE BOLTS.

DRILL ADDITIONAL HOLES IN THE CONNECTION, CONFORMING WITH AISC STANDARDS FOR BOLT SPACING AND END AND EDGE DISTANCES, AND ADD ADDITIONAL BOLTS.

REJECT THE IMPROPERLY FABRICATED MEMBER AND FABRICATE A NEW MEMBER TO ENSURE PROPER FIT.

MID-SIZED OR MISALIGNED HOLES IN MEMBERS SHALL NOT BE ENLARGED BY BURNING OR BY THE USE OF DRIFT PINS.

FABRICATED ITEMS SHALL NOT BE COCKED OUT OF ALIGNMENT, REDRILLED, RESHAPED OR FORCE FIT.

MISFITS AT ANCHOR BOLTS

WHERE MISALIGNMENT BETWEEN ANCHOR BOLTS AND BOLT HOLES IN STEEL MEMBERS ARE ENCOUNTERED, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED. THE CONTRACTOR SHALL SUBMIT A METHOD TO REMEDY THE MISALIGNMENT FOR REVIEW BY THE ENGINEER.

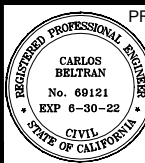
IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PLACE ANCHOR BOLTS OR OTHER ANCHORING DEVICES ACCURATELY AND TO MAKE ANY SURFACES WHICH BEAR AGAINST STRUCTURAL ITEMS SMOOTH AND TRUE TO LEVEL TO PRECLUDE THE NECESSITY OF ANY SPRINGING, REDRILLING OR RESHAPING.

GAS CUTTING

DO NOT USE GAS CUTTING TORCHES IN THE FIELD FOR CORRECTING FABRICATION ERRORS IN THE STRUCTURAL FRAMING, EXCEPT ON SECONDARY MEMBERS WHICH ARE NOT UNDER STRESS AND WILL BE CONCEALED IN THE FINISHED STRUCTURE AND WHEN APPROVED BY THE ENGINEER. FINISH GAS-CUT SECTIONS EQUAL TO A SHEARED APPEARANCE.

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:


CARLOS BELTRAN, P.E.

05/12/2021
DATE

69121
R.C.E. No.

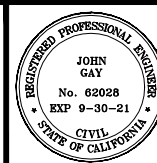
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 PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:


JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR

62028
R.C.E. No.

09/30/21
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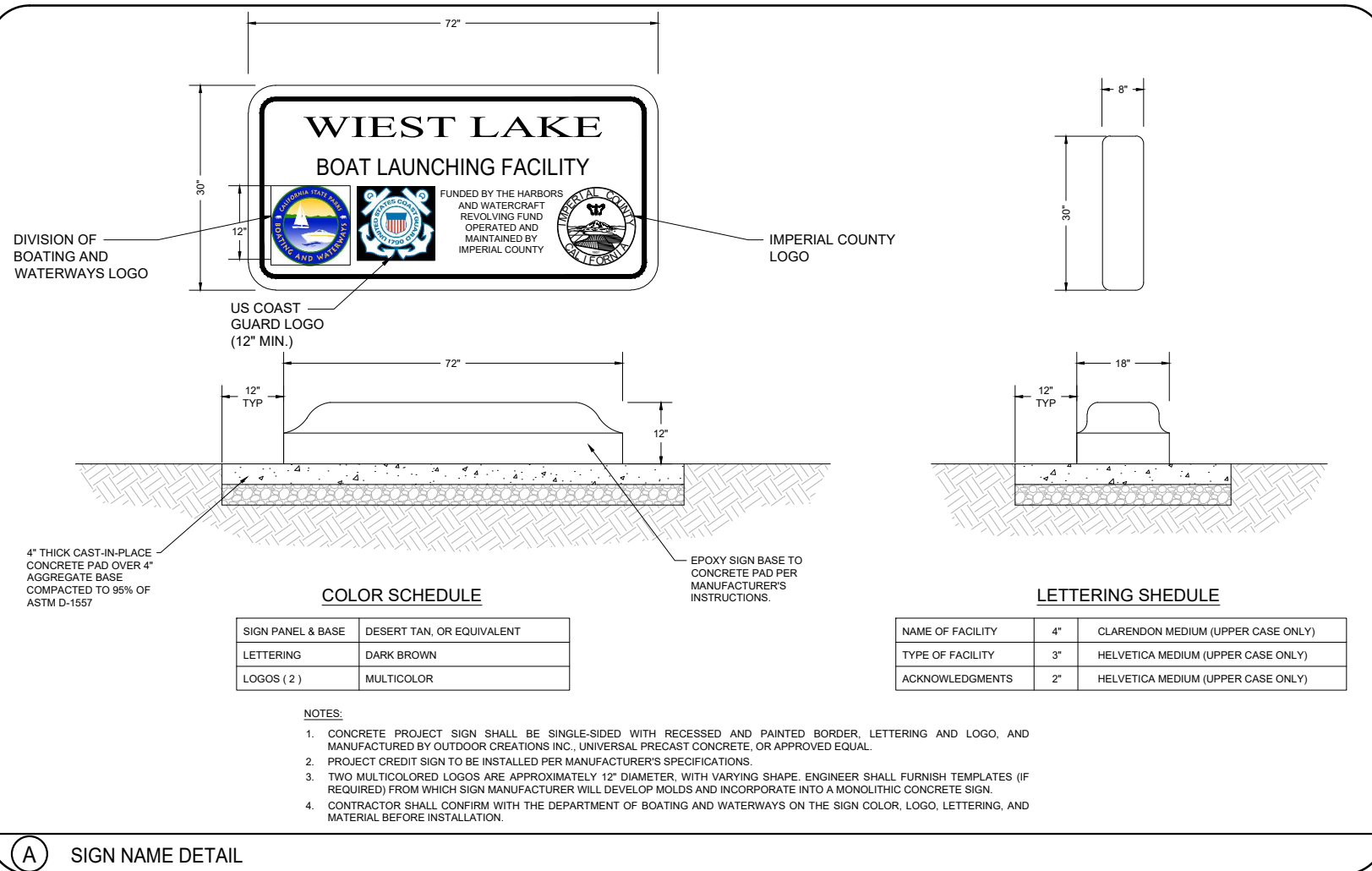
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COMMUNITY AND ECONOMIC DEVELOPMENT

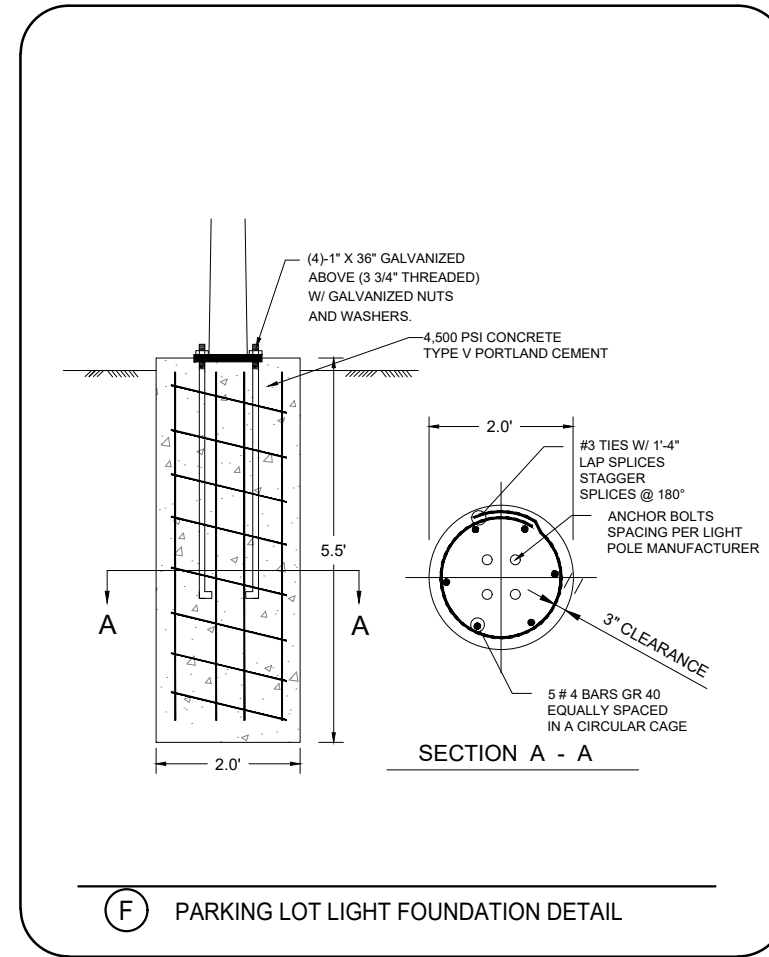
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

SHADE STRUCTURE SPECIFICATIONS

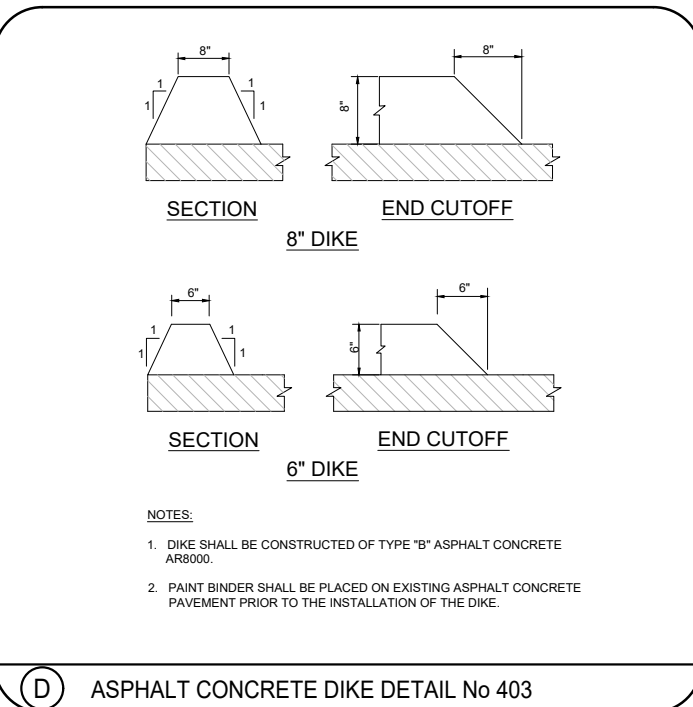
SHEET 13 OF 26



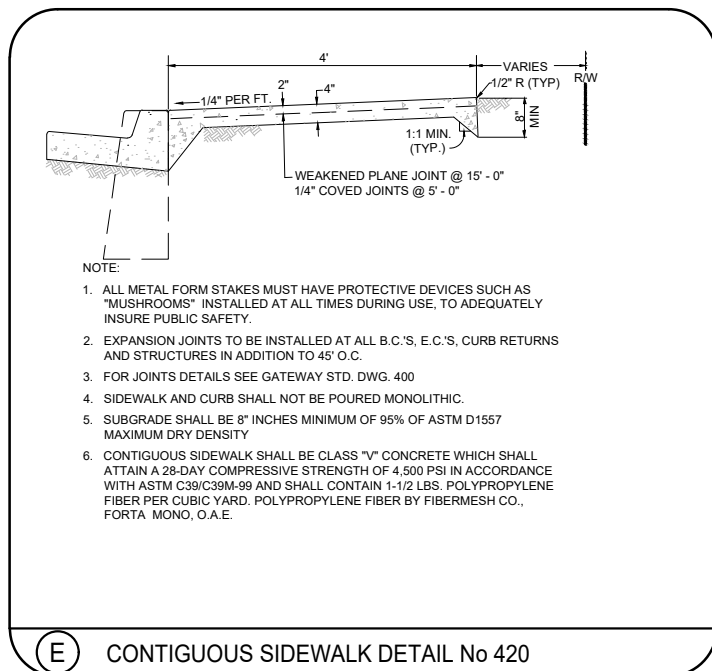
(A) SIGN NAME DETAIL



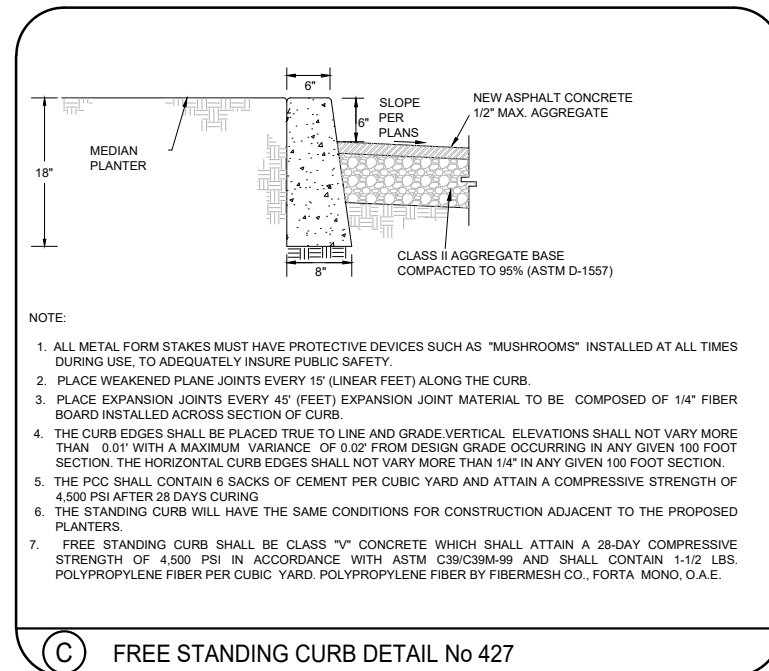
(F) PARKING LOT LIGHT FOUNDATION DETAIL



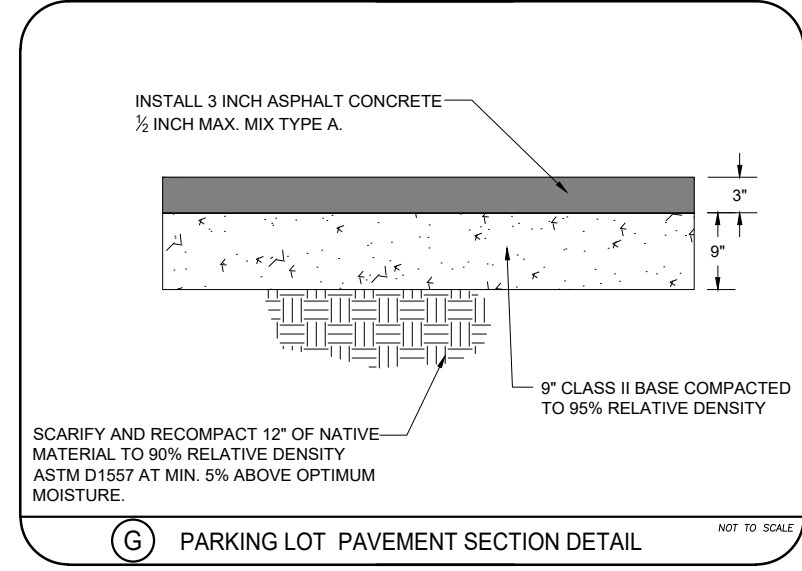
(D) ASPHALT CONCRETE DIKE DETAIL No 403



(E) CONTIGUOUS SIDEWALK DETAIL No 420

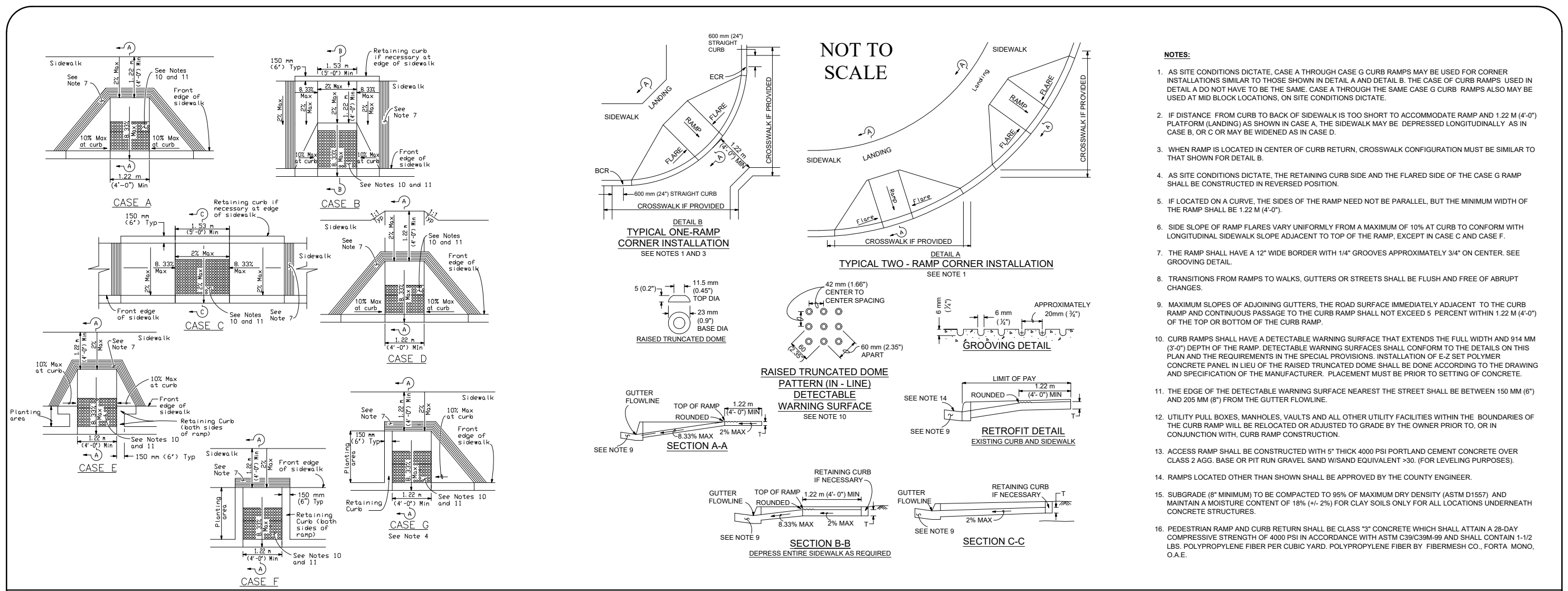


(C) FREE STANDING CURB DETAIL No 427

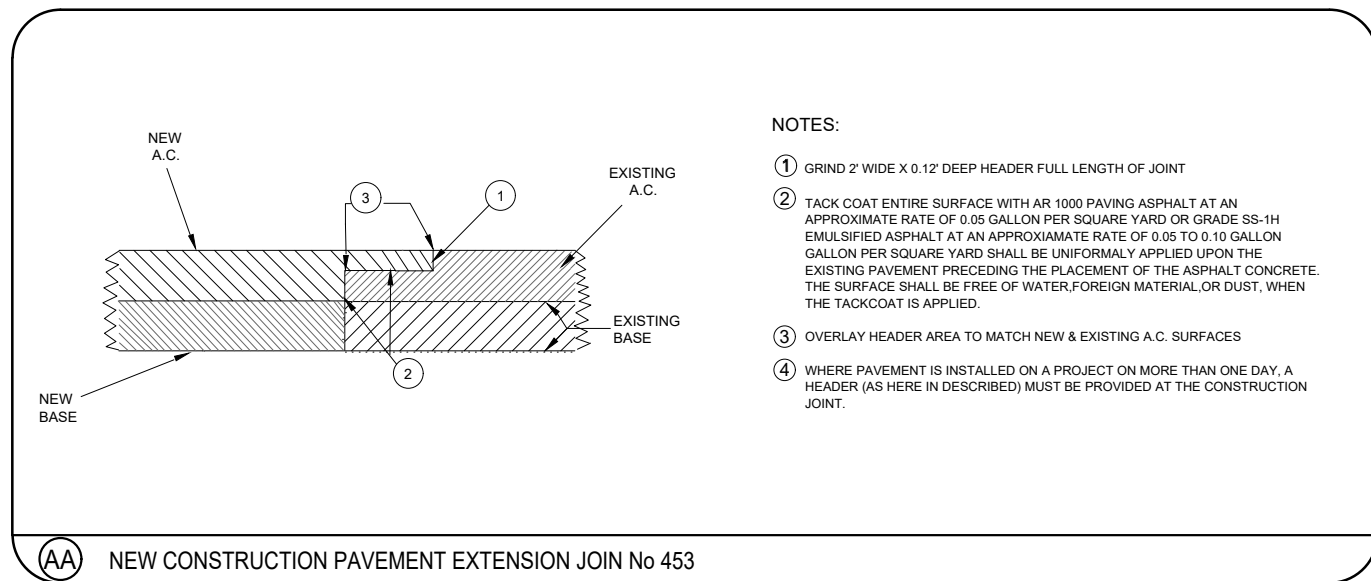


(G) PARKING LOT PAVEMENT SECTION DETAIL

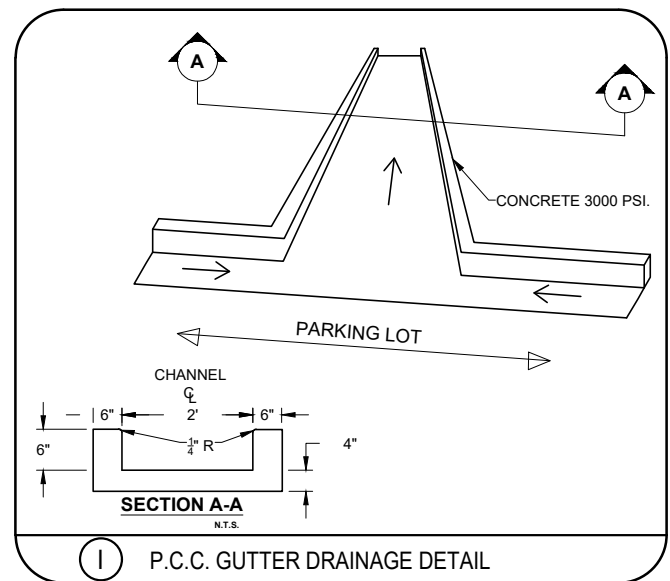
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			CARLOS BELTRAN, P.E.	Dynamic CONSULTING ENGINEERS	COUNTY OF IMPERIAL	JOHN GAY, P.E. PUBLIC WORKS DIRECTOR	05/12/2021	IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT	
			69121 R.C.E. No.	2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL, CA. 92251		62028 R.C.E. No.			
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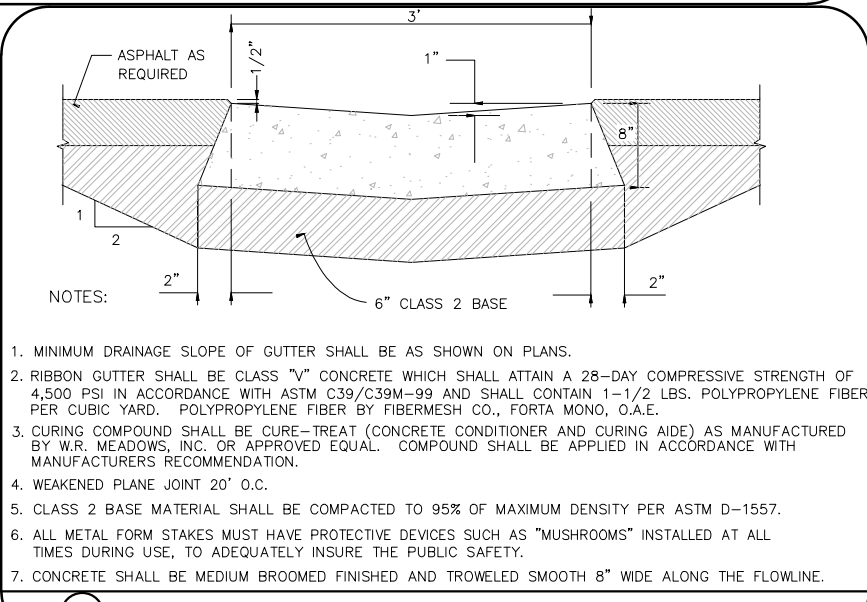
(H) PEDESTRIAN RAMP AND CURB RETURN DETAIL No 414



(AA) NEW CONSTRUCTION PAVEMENT EXTENSION JOIN No 453

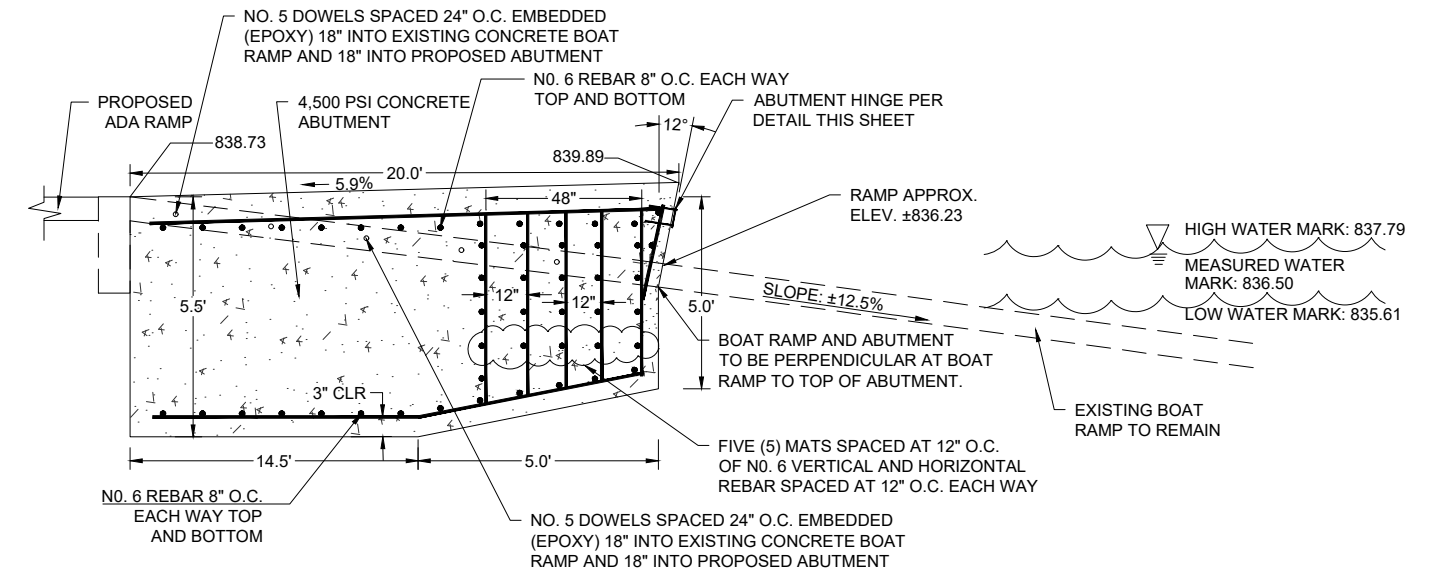
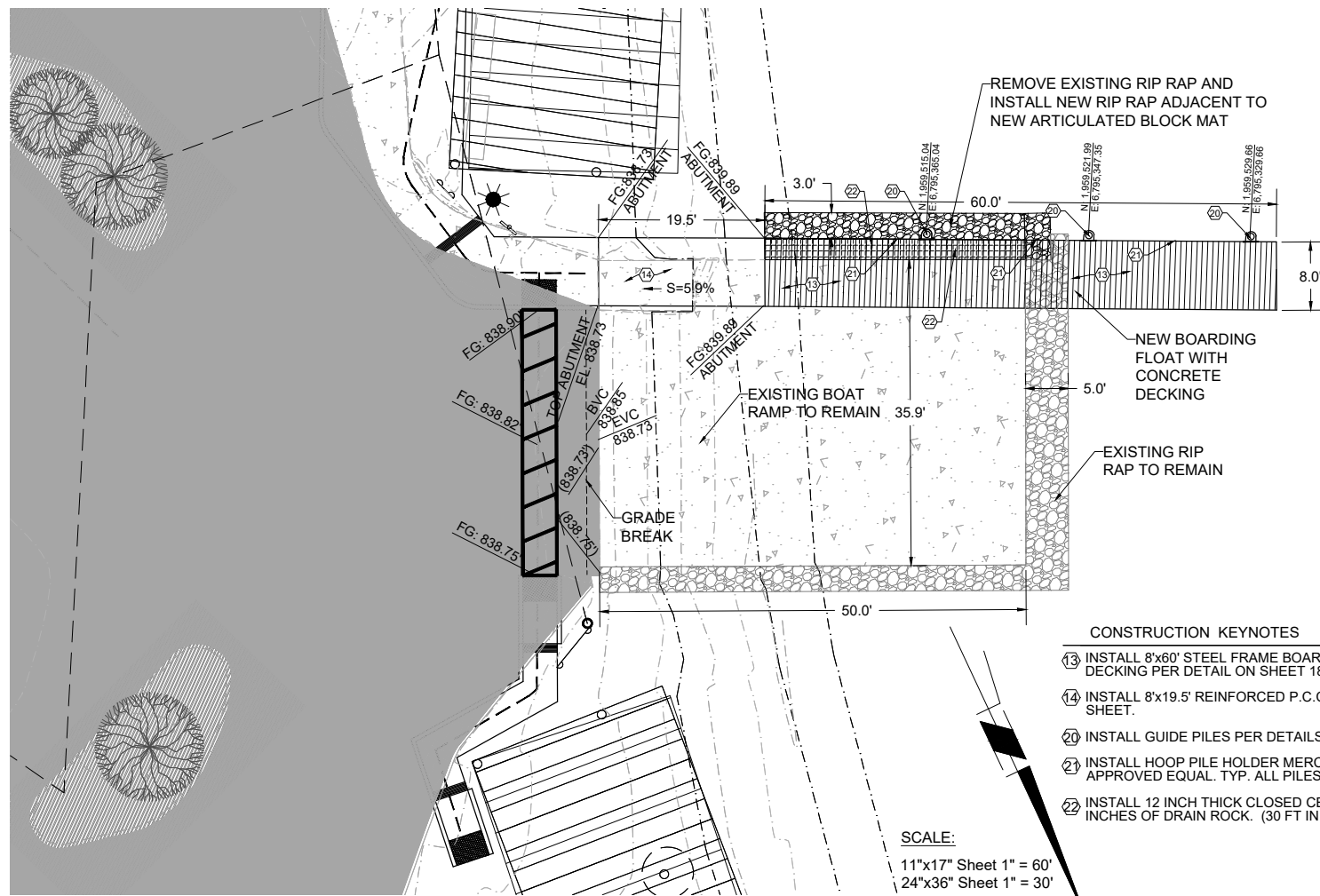


(I) P.C.C. GUTTER DRAINAGE DETAIL



(J) P.C.C. RIBBON GUTTER DETAIL

- NOTES:**
- AS SITE CONDITIONS DICTATE, CASE A THROUGH CASE G CURB RAMP MAY BE USED FOR CORNER INSTALLATIONS SIMILAR TO THOSE SHOWN IN DETAIL A AND DETAIL B. THE CASE OF CURB RAMP USED IN DETAIL A DO NOT HAVE TO BE THE SAME. CASE A THROUGH THE SAME CASE G CURB RAMP ALSO MAY BE USED AT MID BLOCK LOCATIONS, ON SITE CONDITIONS DICTATE.
 - IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMMODATE RAMP AND 1.22 M (4'-0") PLATFORM (LANDING) AS SHOWN IN CASE A, THE SIDEWALK MAY BE DEPRESSED LONGITUDINALLY AS IN CASE B, OR C OR MAY BE WIDENED AS IN CASE D.
 - WHEN RAMP IS LOCATED IN CENTER OF CURB RETURN, CROSSWALK CONFIGURATION MUST BE SIMILAR TO THAT SHOWN FOR DETAIL B.
 - AS SITE CONDITIONS DICTATE, THE RETAINING CURB SIDE AND THE FLARED SIDE OF THE CASE G RAMP SHALL BE CONSTRUCTED IN REVERSED POSITION.
 - IF LOCATED ON A CURVE, THE SIDES OF THE RAMP NEED NOT BE PARALLEL, BUT THE MINIMUM WIDTH OF THE RAMP SHALL BE 1.22 M (4'-0").
 - SIDE SLOPE OF RAMP FLARES VARY UNIFORMLY FROM A MAXIMUM OF 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP, EXCEPT IN CASE C AND CASE F.
 - THE RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL.
 - TRANSITIONS FROM RAMP TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
 - MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5 PERCENT WITHIN 1.22 M (4'-0") OF THE TOP OR BOTTOM OF THE CURB RAMP.
 - CURB RAMP SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 914 MM (3'-0") DEPTH OF THE RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE DETAILS ON THIS PLAN AND THE REQUIREMENTS IN THE SPECIAL PROVISIONS. INSTALLATION OF E-Z SET POLYMER CONCRETE PANEL IN LIEU OF THE RAISED TRUNCATED DOME SHALL BE DONE ACCORDING TO THE DRAWING AND SPECIFICATION OF THE MANUFACTURER. PLACEMENT MUST BE PRIOR TO SETTING OF CONCRETE.
 - THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 150 MM (6") AND 205 MM (8") FROM THE GUTTER FLOWLINE.
 - UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.
 - ACCESS RAMP SHALL BE CONSTRUCTED WITH 5" THICK 4000 PSI PORTLAND CEMENT CONCRETE OVER CLASS 2 AGG. BASE OR PIT RUN GRAVEL SAND W/SAND EQUIVALENT >30. (FOR LEVELING PURPOSES).
 - RAMP LOCATED OTHER THAN SHOWN SHALL BE APPROVED BY THE COUNTY ENGINEER.
 - SUBGRADE (8" MINIMUM) TO BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY (ASTM D1557) AND MAINTAIN A MOISTURE CONTENT OF 18% (+/- 2%) FOR CLAY SOILS ONLY FOR ALL LOCATIONS UNDERNEATH CONCRETE STRUCTURES.
 - PEDESTRIAN RAMP AND CURB RETURN SHALL BE CLASS "3" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. POLYPROPYLENE FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.

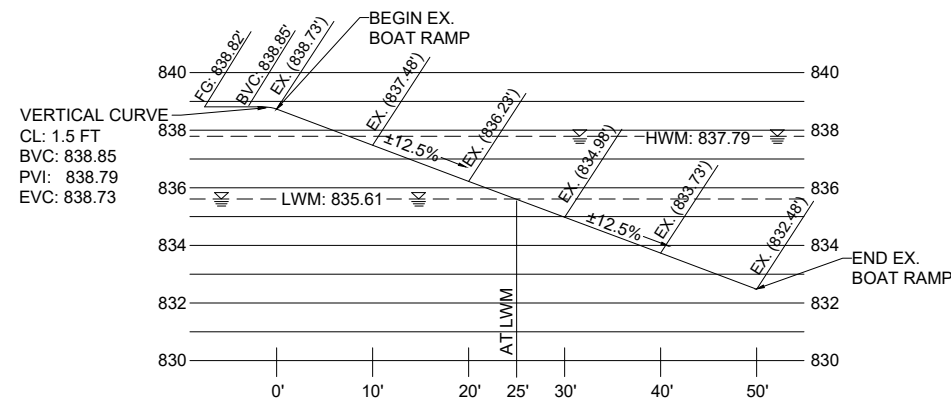


ABUTMENT DETAIL

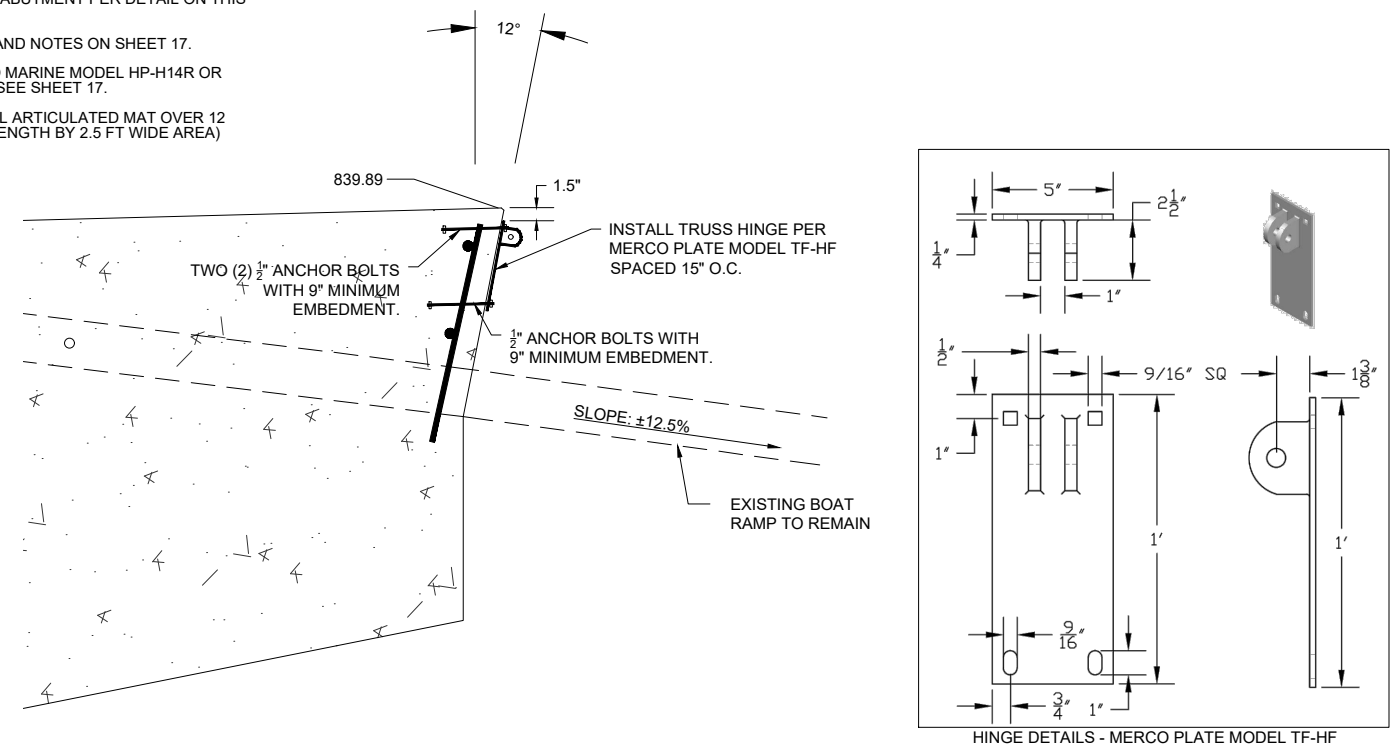
- CONSTRUCTION KEYNOTES**
- 13 INSTALL 8'x60' STEEL FRAME BOARDING FLOAT SYSTEM WITH CONCRETE DECKING PER DETAIL ON SHEET 18.
 - 14 INSTALL 8'x19.5' REINFORCED P.C.C. ABUTMENT PER DETAIL ON THIS SHEET.
 - 20 INSTALL GUIDE PILES PER DETAILS AND NOTES ON SHEET 17.
 - 21 INSTALL HOOP PILE HOLDER MERCOR MARINE MODEL HP-H14R OR APPROVED EQUAL. TYP. ALL PILES. SEE SHEET 17.
 - 22 INSTALL 12 INCH THICK CLOSED CELL ARTICULATED MAT OVER 12 INCHES OF DRAIN ROCK. (30 FT IN LENGTH BY 2.5 FT WIDE AREA)

SCALE:
 11"x17" Sheet 1" = 60'
 24"x36" Sheet 1" = 30'

BOARDING FLOAT SITE PLAN



EX. RAMP PROFILE



ABUTMENT HINGE DETAIL

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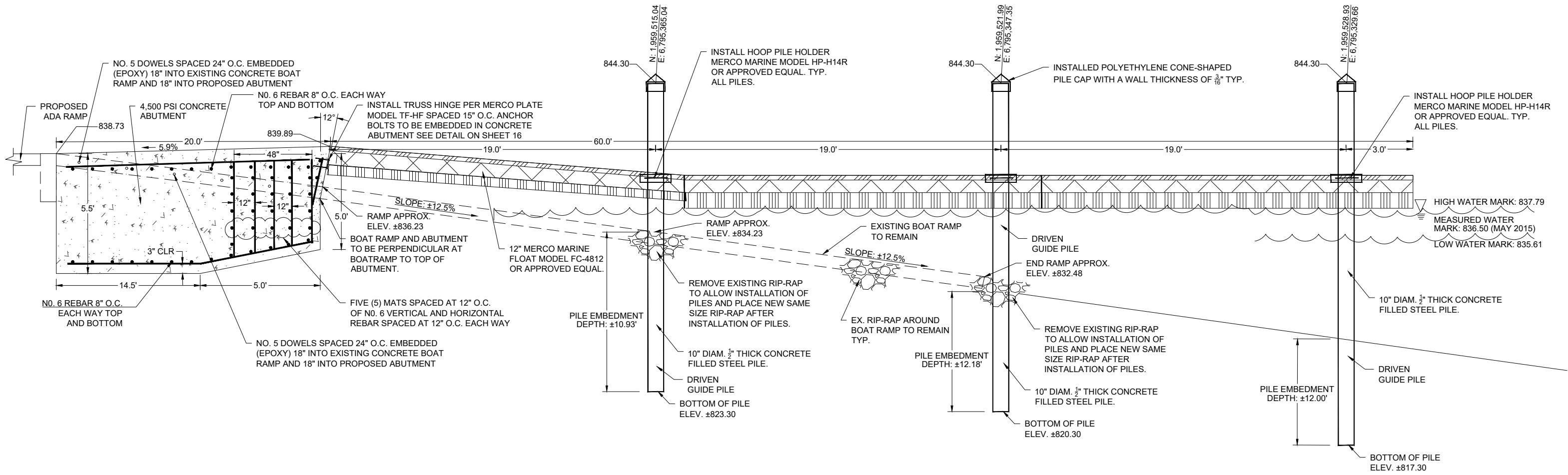
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

BOARDING FLOAT SITE PLAN

SHEET 16 OF 26



GUIDE PILES DETAIL

GUIDE PILES AND PILE YOKES:

PILE SHALL HAVE A ROUND CROSS SECTIONAL SHAPE. PILE SHALL BE 1/2" THICK MADE OF STEEL FILLED WITH CONCRETE.

AFTER PILES HAVE BEEN DRIVEN AND CUT OFF TO THE PROPER ELEVATION, THEY SHOULD BE CAPPED WITH FIBERGLASS OR POLYETHYLENE CONE-SHAPED WHITE PILE CAPS WITH A WALL THICKNESS OF NOT LESS THAN 1/8".

THE PILE CUTOFF ELEVATION SHALL BE HIGH WATER PLUS 6.5'.

IF STEEL PILES ARE USED, THE CONTRACTOR SHALL PROVIDE THE PROPER ALLOY AND PILE COATING TO INSURE A MINIMUM 20 YEAR PILE SERVICE LIFE.

IN APPLICATIONS WHERE STEEL PILES AND STEEL PILE YOKES ARE USED TOGETHER, IT WILL BE NECESSARY TO ATTACH UHMW RUB STRIPS TO EITHER THE PILES OR TO THE YOKES TO PREVENT ABRASIVE WEAR, AND TO MINIMIZE THE BANGING NOISE THAT WILL OCCUR BECAUSE OF WIND AND WAVES.

PILES ARE TO BE DRIVEN STRAIGHT AND PLUMB WITHIN A TOLERANCE OF 1" IN 10'.

PILE YOKES:

- EXTERIOR YOKES SHOULD ONLY BE USED WHERE THEY WILL NOT INTERFERE WITH THE SAFE AND CONVENIENT PASSAGE OF BOATS AND TRAILERS. THE YOKES MUST BE DESIGNED TO ELIMINATE ALL SHARP CORNERS AND EDGES WHICH COULD CAUSE PERSONAL INJURY, OR PUNCTURE THE HULL OF A BOAT ON IMPACT.
- INTERNAL YOKES SHOULD ONLY BE USED WHERE THEY WILL NOT INTERFERE WITH THE SAFE AND CONVENIENT PASSAGE OF PEDESTRIANS ON THE BOARDING FLOAT.
- IT IS RECOMMENDED THAT ULTRA HIGH MOLECULAR WEIGHT (UHMW) POLYETHYLENE BE USED ON PILE YOKES AS WEAR STRIPS, STRIPS 1" OR THICKER.
- ADEQUATE CAPACITY MUST BE PROVIDED INSIDE THE YOKE FOR THE RELATIVE MOVEMENT BETWEEN THE PILE AND YOKE. RECOMMENDED CLEARANCES BETWEEN THE PILE AND YOKE ARE 1" ALONG THE SIDES AND 4" AT EACH END.

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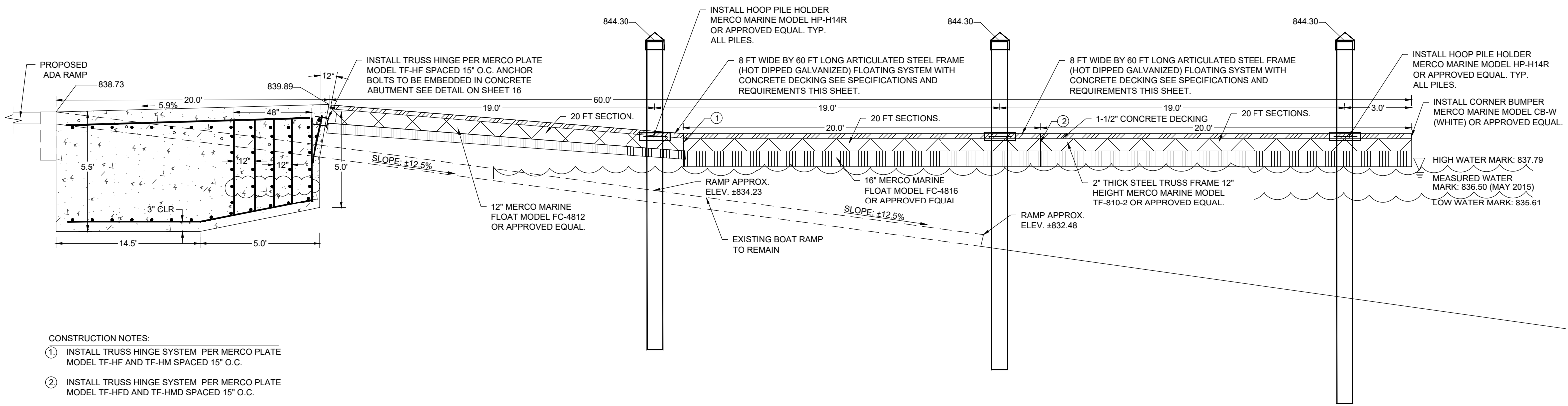
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

GUIDE PILE DETAILS

SHEET 17 OF 26



CONSTRUCTION NOTES:

- ① INSTALL TRUSS HINGE SYSTEM PER MERCO PLATE MODEL TF-HF AND TF-HM SPACED 15" O.C.
- ② INSTALL TRUSS HINGE SYSTEM PER MERCO PLATE MODEL TF-HFD AND TF-HMD SPACED 15" O.C.

BOARDING FLOAT DETAILS

BOARDING FLOAT SYSTEM:

CONTRACTOR TO SUBMIT SHOP DRAWINGS TO COUNTY/ENGINEER (OR THIRD PARTY PLAN CHECKER) FOR REVIEW AND APPROVAL OF THE BOARDING FLOAT SYSTEM WITH THE FOLLOWING DESIGN CRITERIA AND REQUIREMENTS:

ARTICULATED BOARDING FLOAT SHALL BE 8 FT WIDE BY 60 FT LONG STEEL FRAME FLOAT (HOT DIPPED GALVANIZED) WITH CONCRETE DECKING.

MINIMUM CLEAR TRAVEL WIDTH SHOULD BE NOT LESS THAN 5'0" (60") BETWEEN CLEATS, BULL RAILS, RINGS OR OTHER MOORING HARDWARE MOUNTED ALONG THE EDGES OF THE BOARDING FLOAT, NOR SHOULD ANY PART OF THE HARDWARE BE MOUNTED MORE THAN 6" IN FROM THE EDGE OF THE BOARDING FLOAT.

IN CASES WHERE GUIDE PILES ARE LOCATED ALONG THE CENTERLINE OF THE BOARDING FLOAT, THE MINIMUM OVERALL WIDTH SHOULD BE 8'0" (96"), AND THE MINIMUM CLEAR DISTANCE BETWEEN THE FACE OF THE PILE AND THE EDGE OF THE FLOAT SHOULD BE 3'2" (38").

WHERE ARTICULATED (HINGED) BOARDING FLOATS ARE INSTALLED, THE INDIVIDUAL FLOAT SECTIONS SHOULD BE NOT MORE THAN 20' NOR LESS THAN 16' IN LENGTH WITH 20' BEING THE RECOMMENDED STANDARD.

MAXIMUM OVERALL HEIGHT OF BOARDING FLOATS SHALL NOT EXCEED 30' WHERE FLOAT SECTIONS WILL COME TO REST ON THE UPPER REACHES OF A LAUNCHING RAMP SURFACE DURING PERIODS OF LOW WATER, AND WHERE THE "RESTING" FLOAT SECTIONS ARE USED FOR PEDESTRIAN ACCESS TO FLOAT SECTIONS WHICH ARE IN THE WATER.

DESIGN CRITERIA:

DEAD LOAD ONLY (DL): BOARDING FLOATS ARE TO FLOAT LEVEL IN THE WATER WITHIN THE FOLLOWING LIMITS:
 LENGTH: 1/8" PER FOOT OVER THE LENGTH OF AN INDIVIDUAL BOARDING FLOAT SECTION, NOT TO EXCEED 1" IN 10'.
 • WIDTH: 1" MAXIMUM OVER THE WIDTH OF THE BOARDING FLOAT.

UNIFORM LIVE LOAD (ULL)
 • 20 LB/SQFT STANDARD UNIFORM LIVE LOAD FOR LAUNCHING RAMP BOARDING FLOATS, IN SERVICE, IN THE WATER.

LIVE POINT LOAD (LPL): 650 LBS
 • A LIVE POINT LOAD MAY BE APPLIED AT ANY POINT ON THE BOARDING FLOAT DECK NOT CLOSER THAN 12" FROM THE EDGE OF THE FLOAT.

FREEBOARD:
 A) DEAD LOAD ONLY (DL)
 - 14" MINIMUM / 20" MAXIMUM TO TOP OF DECK.
 - 4" MINIMUM TO BOTTOM OF FENDERBOARD.

BOARDING FLOAT SYSTEM CONTINUE:

- B) DEAD LOAD PLUS UNIFORM LIVE LOAD (DL + ULL)
 - 10" MINIMUM TO TOP OF DECK.
- C) DEAD LOAD PLUS LIVE POINT LOAD (DL + LPL)
 - 13" MINIMUM TO TOP OF DECK.
- D) DEAD LOAD PLUS UNIFORM LIVE LOAD PLUS LIVE POINT LOAD (DL + ULL+ LPL)
 - 8" MINIMUM TO TOP OF DECK.

BOARDING FLOATS ARE TO BE DESIGNED TO WITHSTAND WIND, WAVE, CURRENT AND IMPACT LOADINGS, APPLIED TO BOTH FLOATS AND TIED UP BOATS, THAT MAY REASONABLY OCCUR DURING THE LIFE OF THE STRUCTURE AS THE RESULT OF ITS LOCATION AND EXPOSURE. BOARDING FLOATS SHALL BE DESIGN PER THE LOADING CRITERIA STATED ON SECTION 301 OF THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS BOATING FACILITIES DIVISION LAYOUT, DESIGN AND CONSTRUCTION HANDBOOK.

FRAMING BOLTS SHOULD BE NOT LESS THAN 3/8" DIAMETER, AND BE EITHER HOT DIPPED GALVANIZED OR STAINLESS STEEL.

ALL FERROUS METALS USED ARE TO BE HOT-DIP GALVANIZED AFTER FABRICATION.

ALL METAL PLATES USED TO FABRICATE CLIPS, BRACKETS AND OTHER STRUCTURAL PARTS FOR BOARDING FLOATS ARE TO BE MADE FROM MATERIAL NOT LESS THAN 1/4" IN THICKNESS.

CLEATS FOR BOAT LINES SHOULD BE PROVIDED ALONG THE EDGE(S) OF BOARDING FLOATS ON 10' CENTERS.

- CLEATS SHOULD BE CAST DUCTILE IRON, 8" OR 10" IN LENGTH, HAVE A BASE NOT LESS THAN 23"x4", AND BE DESIGNED TO RECEIVE TWO (2) HEX HEAD GALVANIZED MACHINE BOLTS NOT LESS THAN 7/16" IN DIAMETER. THE BOLT HEADS SHOULD FIT FLUSH INTO RECESSES IN THE TOP OF THE CLEAT.
- CLEATS SHOULD BE HOT-DIP GALVANIZED AFTER THEY HAVE BEEN THOROUGHLY CLEANED WITH A WIRE WHEEL AND HAD ALL BURRS AND ROUGH SPOTS GROUND SMOOTH TO PREVENT CHAFING OF BOAT LINES.

LEGS OR OTHER PROTECTIVE DEVICES SHOULD BE INSTALLED TO PROTECT THE FLOTATION PONTOONS ON ALL BOARDING FLOATS THAT PERIODICALLY COME TO REST ON THE LAUNCHING RAMP SURFACE. PLASTIC PADS OF 1/2" OR THICKER ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE (UHMW) SHOULD BE ATTACHED TO THE BOTTOM OF THE LEGS TO PREVENT DAMAGE TO THE LAUNCHING RAMP SURFACE. THE THICKNESS OF THE PADS MUST BE CONSIDERED IN THE OVERALL HEIGHT OF THE BOARDING FLOATS IN ORDER TO AVOID EXCEEDING 30'.

PONTOONS FOR FLOTATION SHOULD CONSIST OF A RIGID VESSEL FILLED WITH MARINE GRADE FLOTATION FOAM. THE RIGID VESSELS ARE TYPICALLY RECTANGULAR TUBS OR CIRCULAR CULVERT PIPES MADE OF POLYETHYLENE.

- TUBS FOR FLOTATION PONTOONS SHOULD BE BLACK IN COLOR, HAVE A MINIMUM WALL THICKNESS OF 0.20", AND BE MANUFACTURED OF CROSS LINKED ROTATIONALLY MOLDED POLYETHYLENE (CL-200). THE TOPS OF THE TUBS MUST BE SEALED TO PREVENT WATER FROM ENTERING THE PONTOONS AND FILLING

BOARDING FLOAT SYSTEM CONTINUE:

HINGES USED TO CONNECT BOARDING FLOATS TO AN ABUTMENT SHOULD BE HOT DIPPED GALVANIZED SCHEDULE 80 STEEL PIPE. THE HINGES SHOULD BE CONTINUOUS, WITHOUT ANY GAPS, AND CUT FLUSH WITH OR SLIGHTLY INSIDE THE ALIGNMENT OF THE SIDES OF THE ABUTMENT AND THE BOARDING FLOATS. THE TOP SURFACE OF THE BARREL OF THE HINGE SHOULD BE FLUSH WITH THE TOP OF BOTH THE ABUTMENT AND THE DECK OF THE BOARDING FLOATS.

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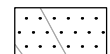
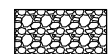

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

8' x 60' BOARDING FLOAT SYSTEM

SHEET 18 OF 26

LEGEND:

-  COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
-  INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE.
-  EXISTING A.C. PAVEMENT TO REMAIN.
-  RIP RAP - INSTALL 4" TO 6" RIP RAP TYP. OVER FILTER FABRIC
-  INSTALL 3-INCHES OF A.C. PAVEMENT.

PROPOSED PARKING SPACES

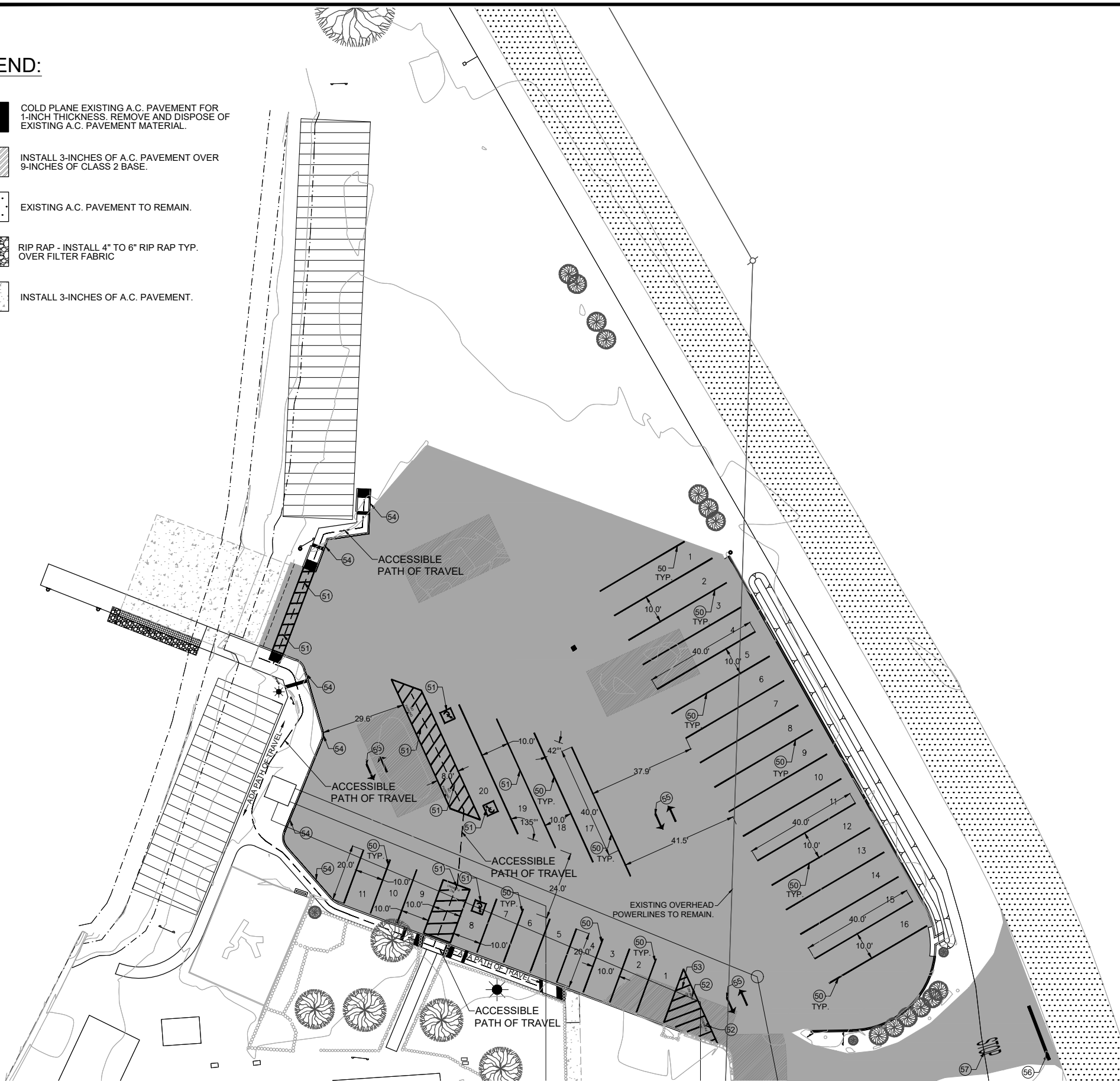
STANDARD PARKING SPACES	10
ACCESSIBLE PARKING SPACES	1
<hr/>	
VEHICLE W/ TRAILER PARKING SPACES	19
VEHICLE W/ TRAILER ADA PARKING SPACES	1
<hr/>	
TOTAL PARKING SPACES	31

PARKING LOT NOTES:

NOTE: PARKING SPACES SHALL BE STRIPED ACCORDINGLY AND ALL STRIPING SHALL BE MAINTAINED IN ACCORDANCE WITH COUNTY ORDINANCES AND REQUIREMENTS.

- 50 PAINT 4 INCH WHITE STRIPE PARKING STALL
- 51 PAINT ACCESSIBLE PARKING STALL AND AISLE PER 2013 CA BUILDING CODES. INSTALL REQUIRED ACCESSIBLE PARKING SIGNS.
- 52 PAINT "NO PARKING" IN WHITE 12 INCH LETTERS PER CALTRANS STANDARD PLAN RSP A24E. PAINT 4 INCH DIAGONAL LINES 3 FT OFF CENTER.
- 53 PAINT 4 INCH WHITE DIAGONAL STRIPES 3 FT OFF CENTER NO PARKING ZONE.
- 54 PAINT RED CURB (NO PARKING)
- 55 PAINT ARROWS PER CALTRANS STANDARD PLANS RSP A24A
- 56 INSTALL 12 INCH WHITE STOP LINE PER CALTRANS STANDARD PLANS RSP A24E
- 57 PAINT "STOP" PER CALTRANS STANDARD PLANS A24D
- 58 PAINT RIGHT EDGELINE PER CALTRANS STANDARD DETAIL 27B
- 59 PAINT YELLOW NO PASSING ZONE STRIPING PER CALTRANS STANDARD DETAIL 21

SCALE:
 11"x17" Sheet 1" = 40'
 24"x36" Sheet 1" = 20'



REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
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 EXP 6-30-22
 CIVIL ENGINEER
 STATE OF CALIFORNIA

69121
 CARLOS BELTRAN, P.E.
 R.C.E. No.
 05/12/2021
 DATE
 06/30/22
 REG. EXP.

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PUBLIC WORKS DEPARTMENT
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 No. 62028
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 STATE OF CALIFORNIA

JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 DATE

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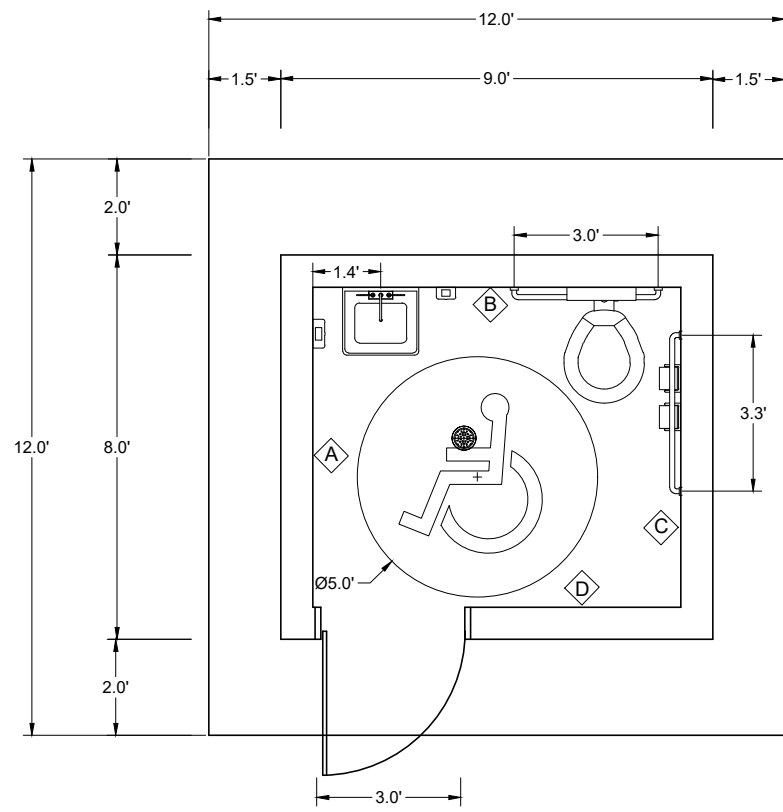
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CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

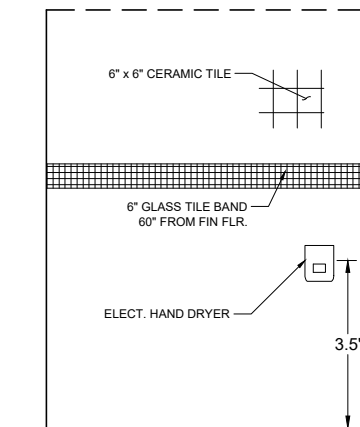
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

STRIPING PLAN

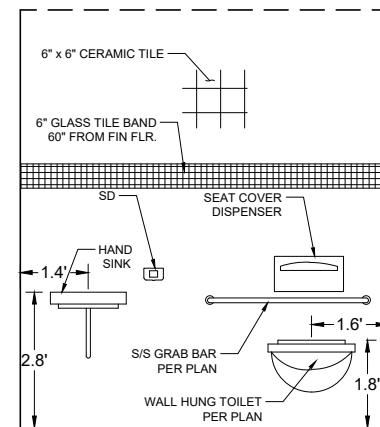
SHEET 19 OF 26



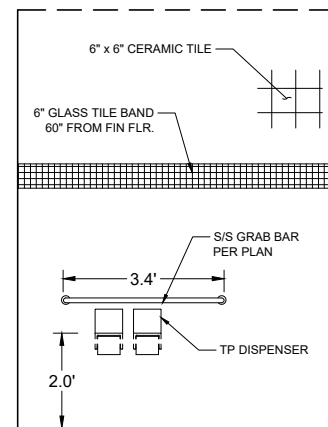
FLOOR PLAN



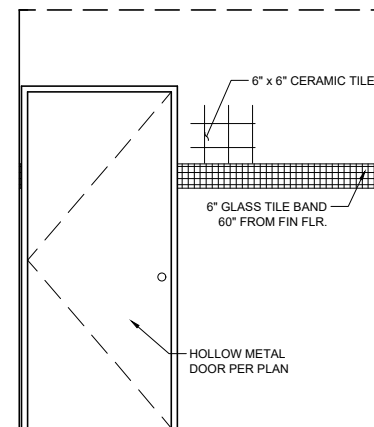
A INTERIOR ELEVATION



B INTERIOR ELEVATION



C INTERIOR ELEVATION



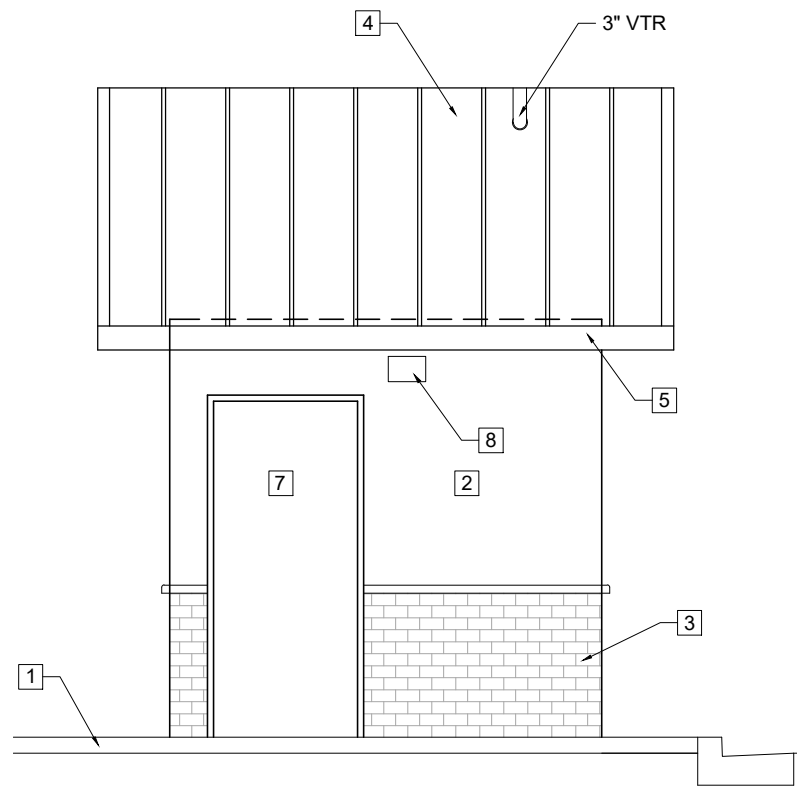
D INTERIOR ELEVATION

- CONSTRUCTION NOTES**
- 1 4" THICK CONCRETE SIDEWALK PER PLAN
 - 2 3 COAT STUCCO FINISH ACCENT WALLS (AW) W/STONE VENEER TO HAVE DIFFERENT STUCCO COLOR. COLORS TO BE SELECTED BY OWNER.
 - 3 "CAST AWAY" STACKED STONE BY EL DORADO STONE OR EQUAL.
 - 4 26ga SKYLINE SERIES 16" STANDING SEAM METAL ROOF BY ASC BUILDING PRODUCTS OR EQUAL-COLOR BY OWNER.
 - 5 2x6 R/S WOOD FASCIA-PRIME & PAINT FINISH INCLUDING EAVES.
 - 6 6"x16" GALVANIZED WIRE VENTS AT VENT OPENINGS.
 - 7 14ga HOLLOW METAL STEEL DOOR.
 - 8 INSTALL SINGLE LIGHT WALL MOUNTED 45 WATT LED OUTDOOR UTILITY LIGHT.

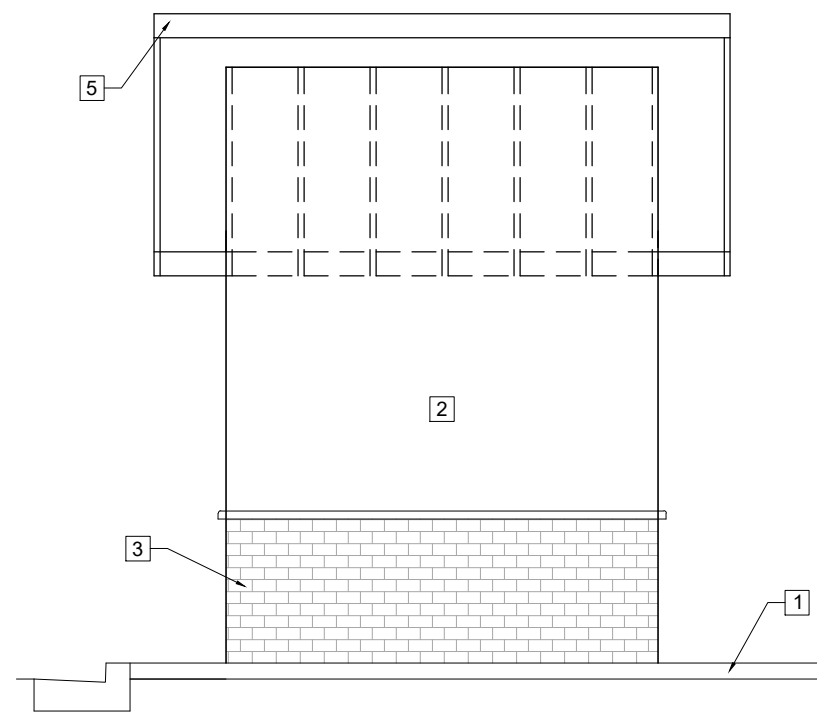
CODE SUMMARY:
 OCCUPANCY TYPE: U - UTILITY AND MISCELLANEOUS
 CONSTRUCTION: MASONRY
 AREA ALLOWABLE: 51.11 SQ FT
 HEIGHT: 1 STORY
 HEIGHT ALLOWABLE: N/A
 OCCUPANT LOAD: 1

CODES AND STANDARDS

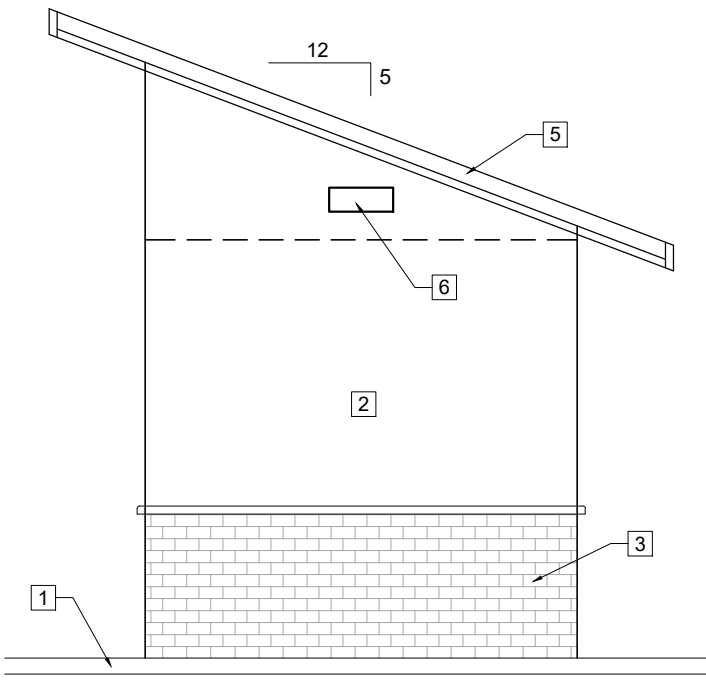
- 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 PART 2
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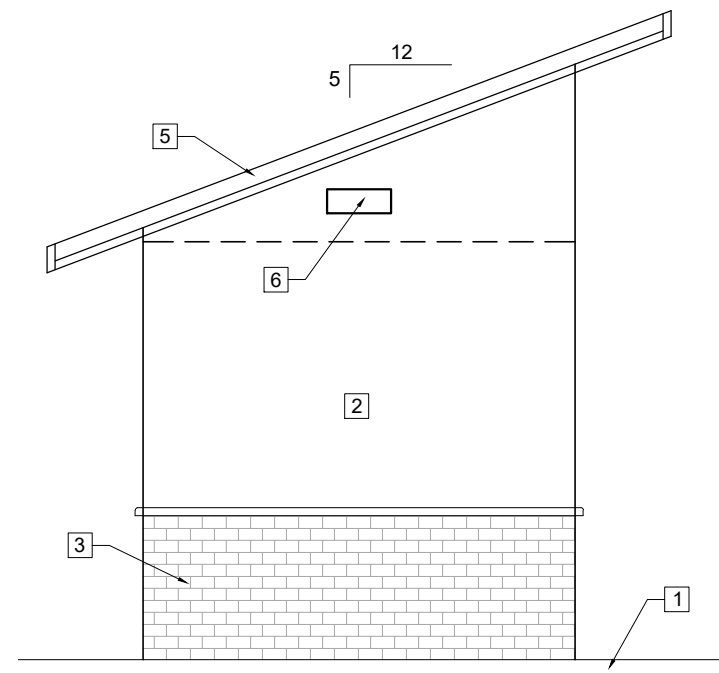
SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

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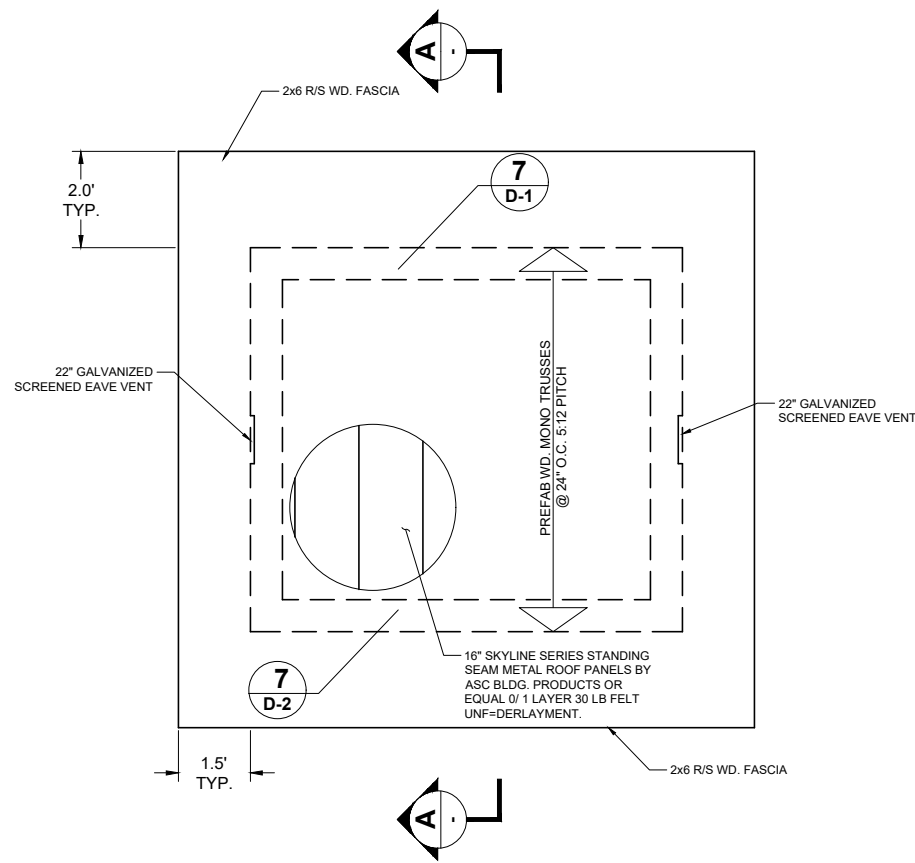
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COMMUNITY AND ECONOMIC DEVELOPMENT

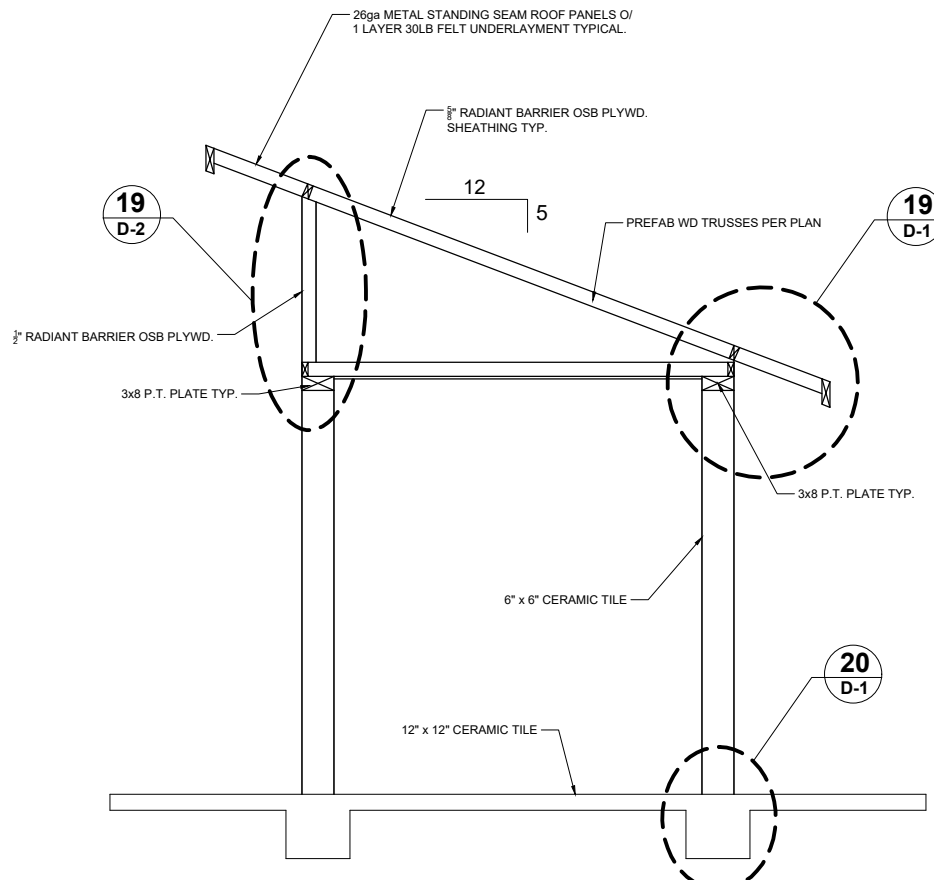
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM

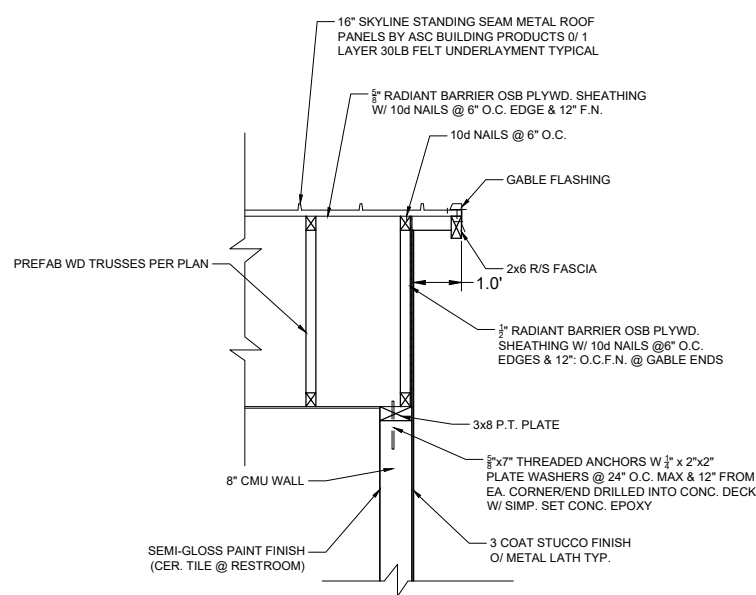
SHEET 20 OF 26



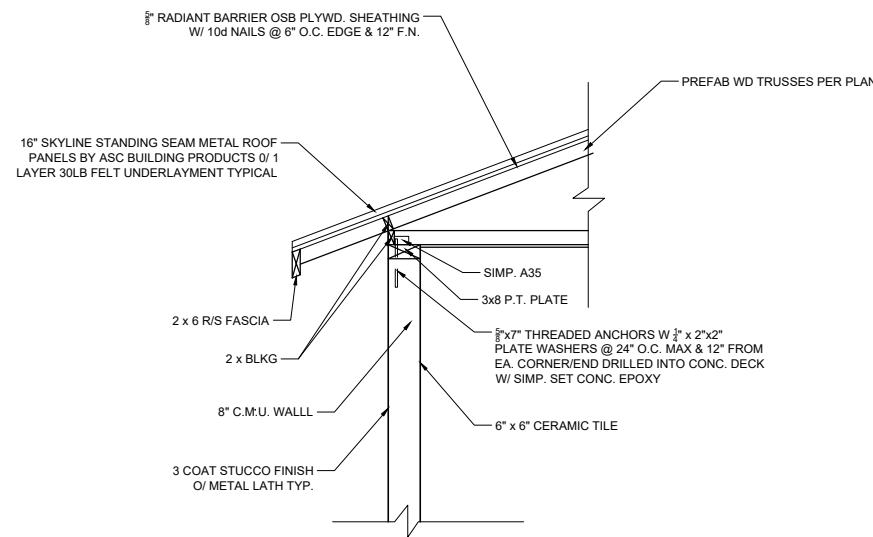
ROOF FRAMING PLAN



CROSS SECTION A-A



EAVE DETAIL 2



EAVE DETAIL 1

GENERAL SPECIFICATIONS

DESIGN BASED ON ADA ACCESSIBILITY GUIDELINES (ADAAG) FOR RAMPS AND STEPS SECTIONS 4.8 & 4.9 AND THE INTERNATIONAL BUILDING CODE (IBC) FOR RAMPS AND STAIRWAYS - SECTIONS 1009-1010 AND ADA STANDARDS

MATERIALS

1. ALL RAMP SECTIONS, PLATFORMS, STEPS, LEGS, AND GUARDRAILS ARE CONSTRUCTED OF MILL FINISH ALUMINUM EXTRUSIONS AND MILL FINISH ALUMINUM SHEET. EXTRUSIONS ARE EITHER 6061-T6, 6063-T52, OR 6005-T5 ALUMINUM ALLOY AND ALL ALUMINUM SHEET IS 5052-H32.
2. WELDED ASSEMBLIES ARE FABRICATED IN ACCORDANCE WITH ANSI WELDING STANDARD AWS D1.2/D1.2M:2013 - STRUCTURAL WELDING CODE FOR ALUMINUM.
3. ALL MECHANICAL FASTENERS ARE 18-8 STAINLESS STEEL.

ENGINEERING

1. THE RAMP, STEP, AND PLATFORM SYSTEM IS DESIGNED TO BE A RIGID, FREE STANDING STRUCTURE. ALL FOOTPLATES SHOULD BE FASTENED SECURELY TO A CONCRETE SURFACE OR 12\"/>
- 2. ALL WALKING SURFACES ARE DESIGNED TO CARRY A UNIFORM LIVE LOAD OF 100 POUNDS PER SQUARE FOOT AND A CONCENTRATED VERTICAL LOAD OF 300 POUNDS IN AN AREA OF ONE SQUARE FOOT.
- 3. ALL RAMP AND STEP HANDRAILS, AND RAMP, PLATFORM, AND STEP GUARDRAILS ARE DESIGNED TO WITHSTAND A CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION ON THE TOP OF THE RAIL.
- 4. ALL BALUSTERS ARE DESIGNED TO WITHSTAND A LOAD OF 50 POUNDS IN THE HORIZONTAL DIRECTION APPLIED IN AN AREA OF ONE SQUARE FOOT.
- 5. ALL PLATFORM WALKING SURFACES ARE DESIGNED TO HAVE A COEFFICIENT OF FRICTION NO LESS THAN 0.50 IN ALL DIRECTIONS OF TRAVEL. ALL RAMP AND STEP WALKING SURFACES ARE DESIGNED TO HAVE A COEFFICIENT OF FRICTION NO LESS THAN 0.50 IN THE NORMAL DIRECTION OF TRAVEL.

DIMENSION CODE COMPLIANCE

1. ALL RAMP SECTIONS ARE DESIGNED TO ALLOW A MAXIMUM SLOPE OF 1:12 OR 1\"/>
- 2. RAMP LAYOUT DRAWINGS PROVIDED DO NOT ALLOW FOR ANY RAMP TO TRAVEL A DISTANCE OF 30 FEET (30\"/>
- 3. ALL RAMP SECTIONS AND STAIRS ARE DESIGNED TO ALLOW A CLEARANCE OF 48\"/>
- 4. ALL PLATFORMS ARE DESIGNED TO BE WIDER THAN THE RAMP SECTION OR STEP LEADING UP TO THEM AND AT LEAST 60\"/>
- 5. ALL PLATFORMS ARE DESIGNED TO ALLOW AT LEAST A 60\"/>
- 6. ALL GUARDRAILS WILL NOT ALLOW A 4\"/>
- 7. RAMP AND PLATFORM GUARDRAILS ARE ALL DESIGNED TO BE 42\"/>
- 8. GUARDRAILS AND HANDRAILS ARE PROVIDED ON BOTH SIDES OF ALL RAMPS AND STEPS.
- 9. ALL RAMP AND STEP HANDRAILS ARE DESIGNED TO BE CONTINUOUS ALONG RAMP RUNS AND IN BETWEEN THE INSIDE CORNER OF 90\"/>
- 10. ALL HANDRAILS HAVE A CLEARANCE OF 2-1/4\"/>
- 11. RAMP HANDRAILS ARE DESIGNED TO BE 36\"/>
- 12. STEP HANDRAILS ARE DESIGNED TO BE 36\"/>
- 13. ALL RAMP SECTIONS ARE DESIGNED TO INCORPORATE A 3-1/4\"/>
- 14. ALL STEP TREADS ARE DESIGNED TO HAVE A UNIFORM DEPTH OF 12\"/>
- 15. ALL STEP NOSINGS HAVE A UNIFORM RADIUS OF 1/4\"/>

REVISION	DATE	COMMENTS

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 STATE OF CALIFORNIA

Carlos Beltran
CARLOS BELTRAN, P.E.
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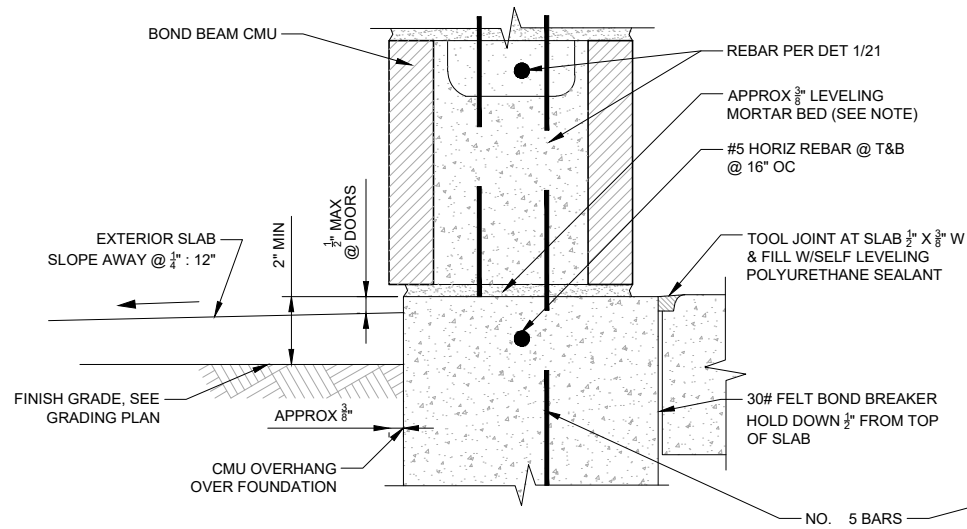
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COMMUNITY AND ECONOMIC DEVELOPMENT

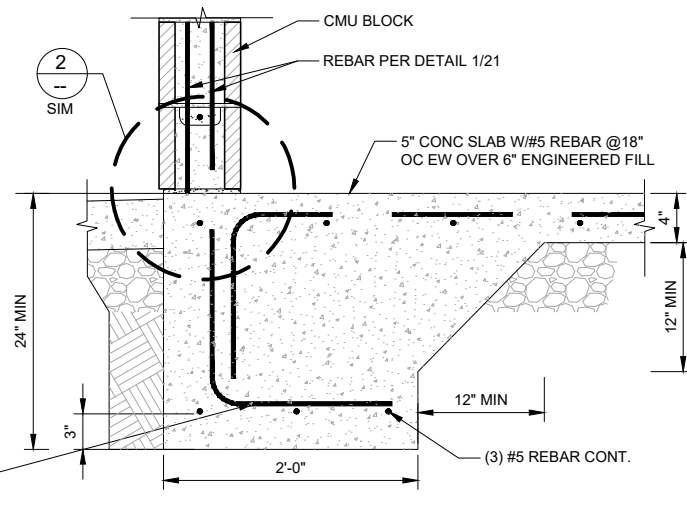
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM

SHEET 21 OF 26

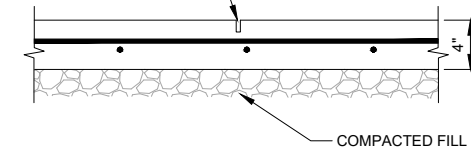


2 WALL-SLAB CONNECTION N.T.S.

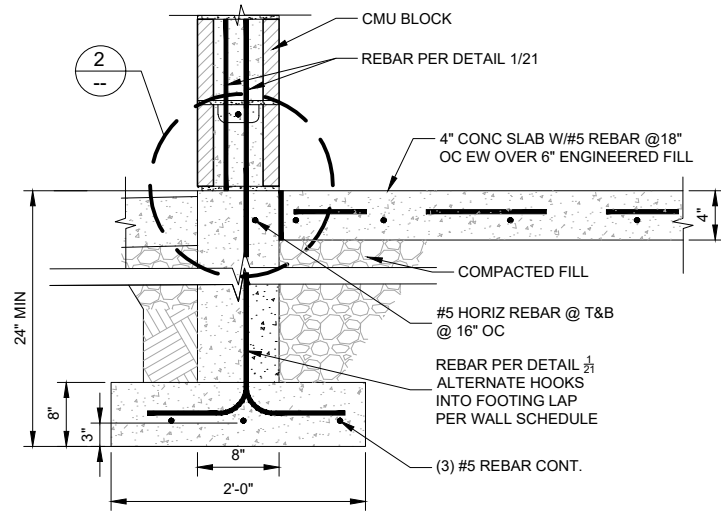


MONOLITHIC SLAP OPTION N.T.S.

MAKE SAWCUT 1 1/2" DEEP WITHIN 24 HRS OF POUR. FILL W/EXPANDING JOINT COMPOUND. AT INSTALLER'S OPTIONS, CONTROL JOINT MAY BE TOOLED DURING CONCRETE FINISHING.

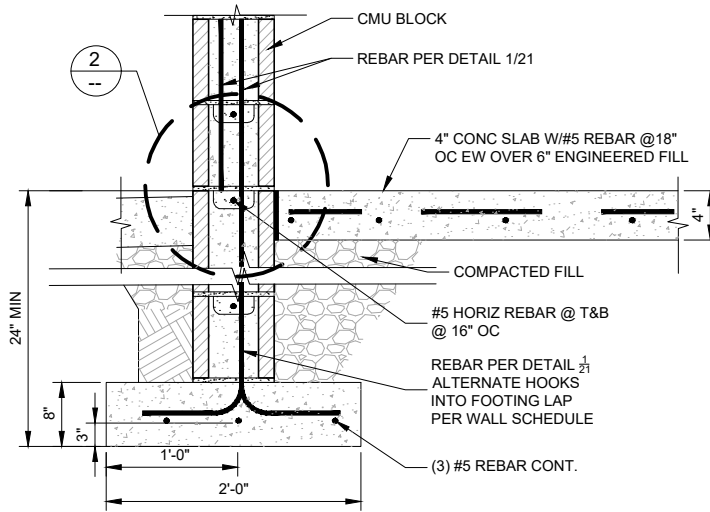


3 SAWCUT JOINT N.T.S.



CONCRETE STEM WALL FOOTING OPTION N.T.S.

1 FOUNDATION DETAIL N.T.S.



CMU STEM WALL OPTION N.T.S.

CODES AND STANDARDS

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- 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

CODE SUMMARY:

OCCUPANCY TYPE: U - UTILITY AND MISCELLANEOUS
 CONSTRUCTION: MASONRY
 AREA ALLOWABLE: 51.11 SQ FT
 HEIGHT: 1 STORY
 HEIGHT ALLOWABLE: N/A
 OCCUPANT LOAD: 1

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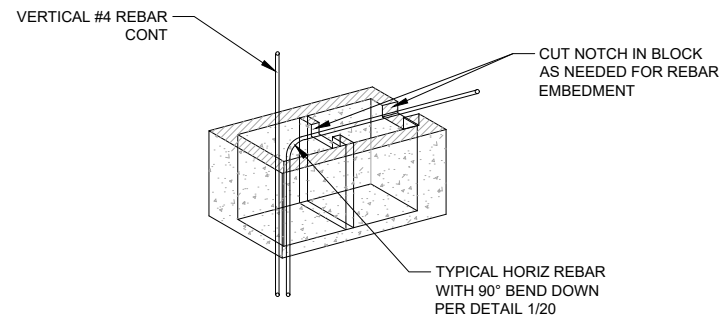
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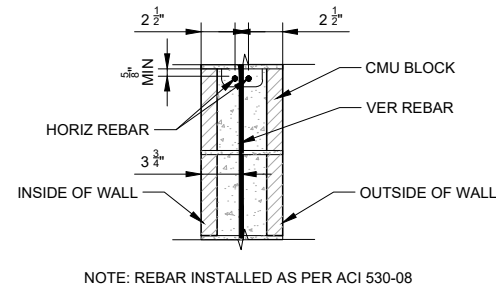
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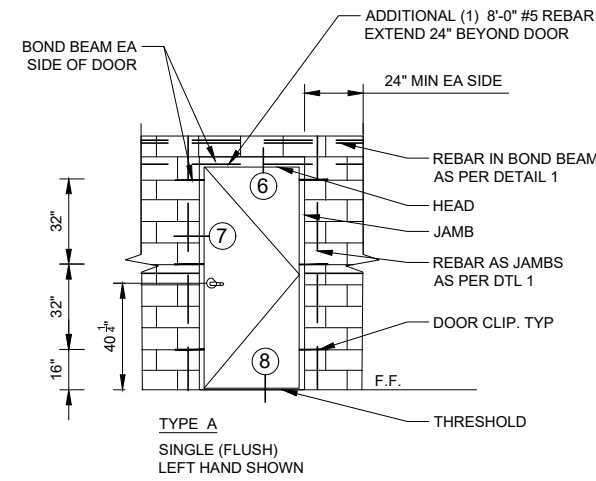
DATE: 05/12/2021	COMMUNITY AND ECONOMIC DEVELOPMENT	RESTROOM FOUNDATION DETAILS
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SCALE: AS SHOWN	IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 22 OF 26
CHECKED: CB		



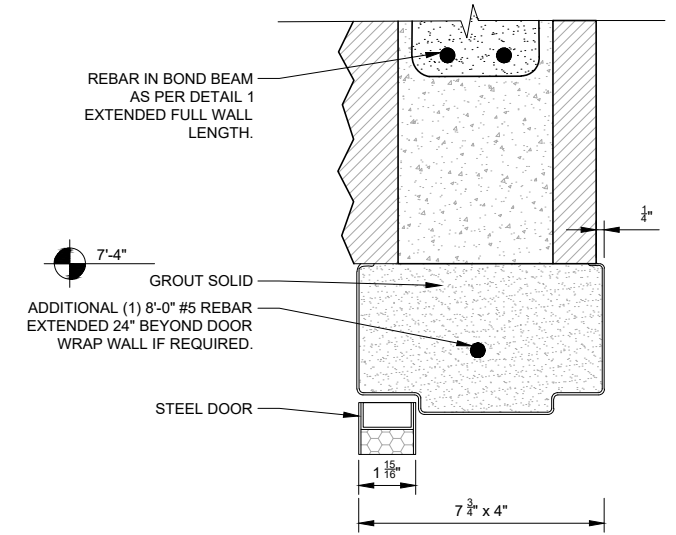
3 MORTAR JOINT CMU WALL END DETAIL
N.T.S.



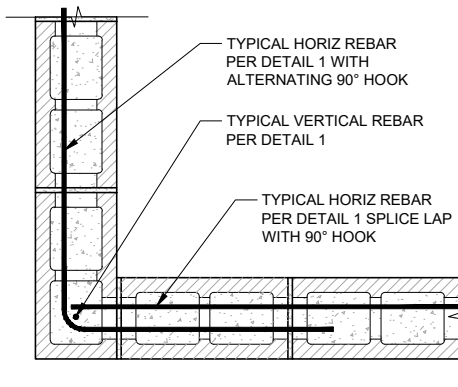
4 REBAR PLACEMENT
N.T.S.



5 DOOR DETAIL
N.T.S.



6 HEADER DETAIL
N.T.S.



2 MORTAR JOINT CMU CORNER DETAIL
N.T.S.

CMU REBAR SCHEDULE		
REBAR	MIN LAP	BEND RAD
#4	24"	3" MIN.
#5	30"	3 3/4" MIN.

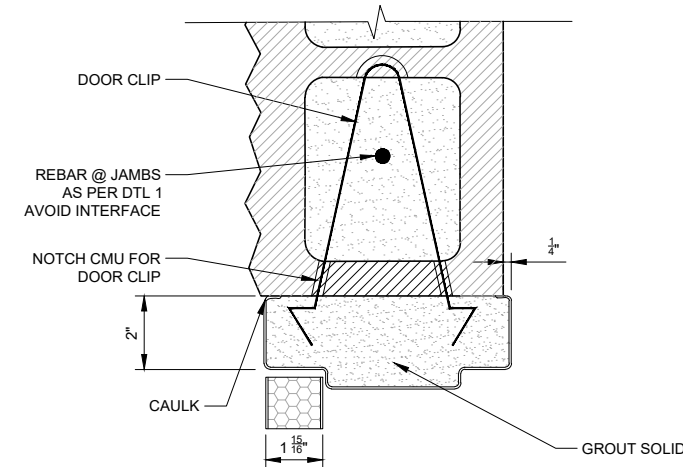
VERTICAL #4 REBAR @ 32" OC
HORIZONTAL #4 REBAR @ 32" OC
REBAR ALL SIDES OF OPENINGS
(2) # 4 REBAR ABOVE & BELOW MAJOR OPENINGS
(2) #4 REBAR @ TOP COURSE

FULLY GROUT ALL CELLS WITH REBAR. MORTAR ALL CROSS WEBS ADJACENT TO GROUTED CELLS

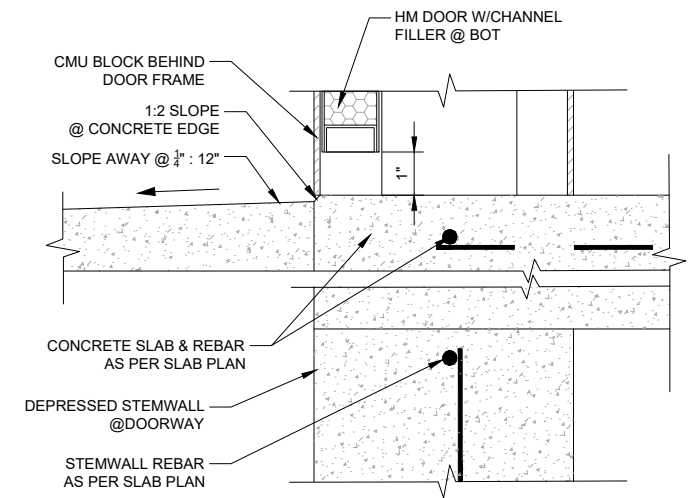
NOTE: HORIZONTAL REBAR TO HOOK VERTICAL REINFORCEMENT WITH STANDARD HOOK AT ALL CORNERS AND OPENING LOCATIONS.

CMU REBAR NOTES:
- HOOKS : 180° HOOKS PLUS A MIN 4d EXTENSIONS BUT NO LESS THAN 2 1/2" AS PER ACI 530-08 SECTION 1.15.5
- BENDS: MIN. INSIDE BEND RADIUS SHALL BE NOT LESS THAN 6d AS PER ACI 530-08 SECTION 1.15.6
- SPLICES: LAP SPLICES ARE PERMITTED AS PER ACI 530-08 SECTION 2.19.7

1 CMU REBAR LAYOUT DTL
N.T.S.



7 JAMB DETAIL
N.T.S.



8 THRESHOLD DETAIL
N.T.S.

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69121
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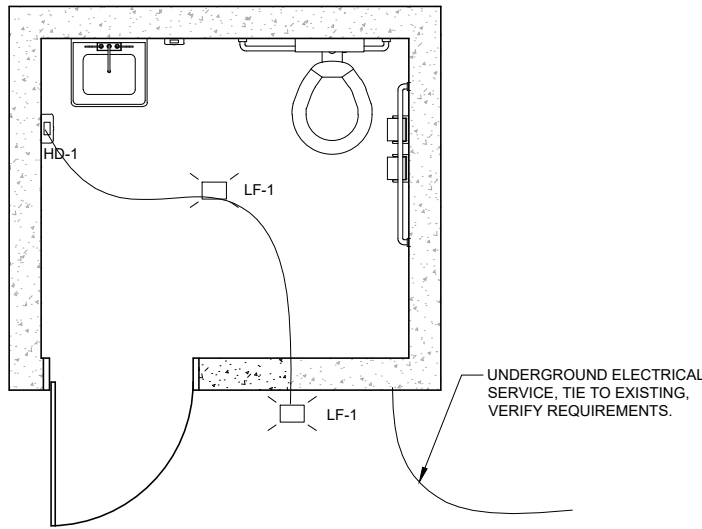
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM FOUNDATION DETAILS

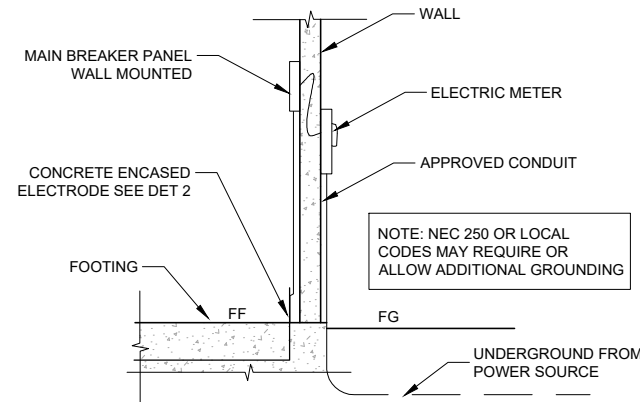
SHEET 23 OF 26



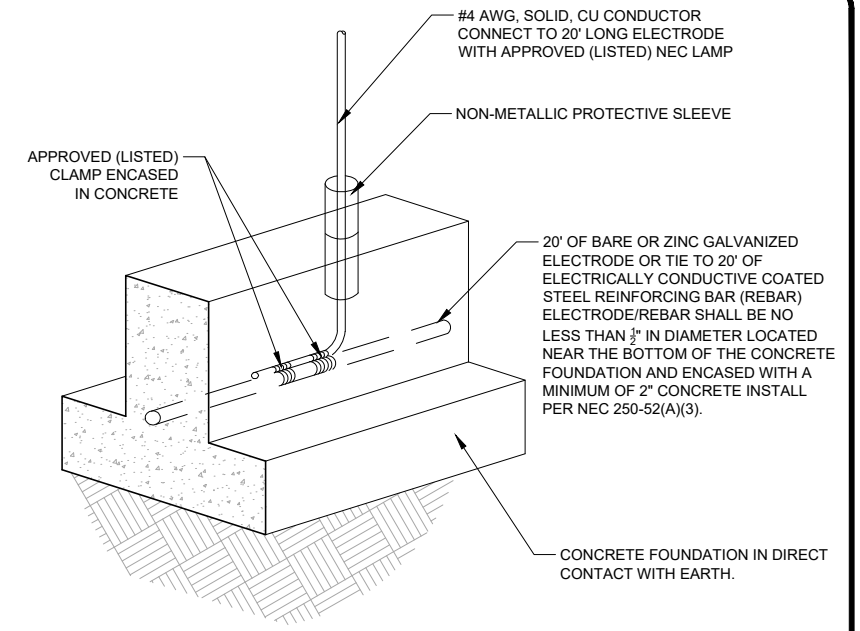
1 **ELECTRICAL PLAN** N.T.S.

GENERAL ELECTRICAL NOTES:

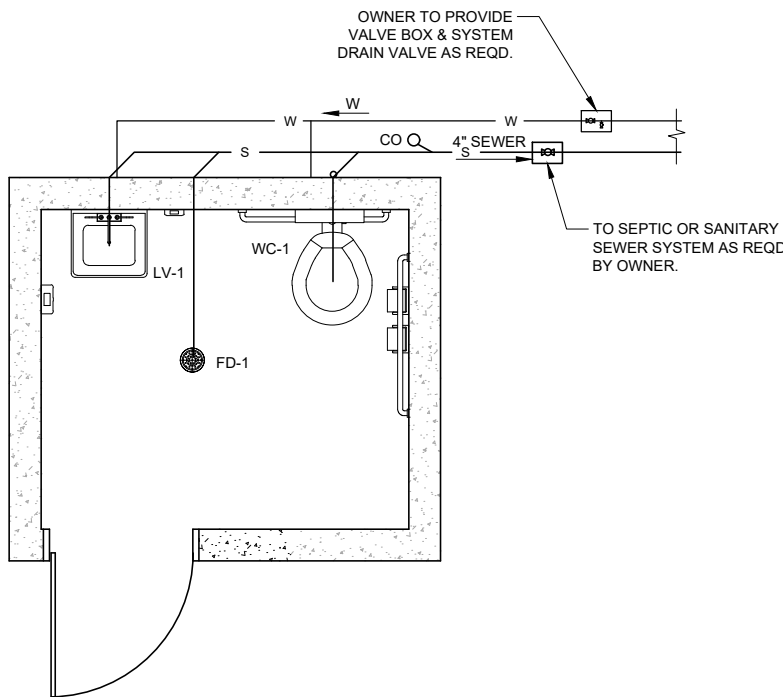
1. ALL WORK SHALL COMPLY WITH NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES.
2. OWNER TO PROVIDE TEMPORARY POWER AS REQUIRED DURING COURSE OF CONSTRUCTION
3. THE INSTALLER SHALL FURNISH & INSTALL SPECIFICATION GRADE CIRCUIT BREAKERS, WIRING, CONDUIT, GFI RECEPTACLES THROUGHOUT, SWITCHES, AND STAINLESS STEEL COVERPLATES.
4. ELECTRICAL CONDUIT IS TO BE RUN WITHIN THE WALL WHEN POSSIBLE, EXCEPT IN THE MECH ROOM.



2 **RISER DIAGRAM** N.T.S.



3 **CONCRETE ENCASED SERVICE GROUND** N.T.S.



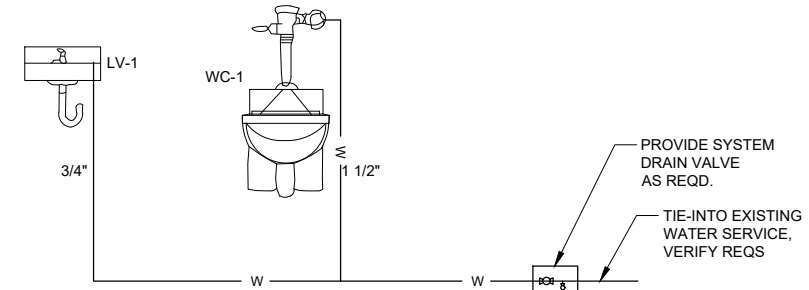
4 **PLUMBING PLAN** N.T.S.

PLUMBING SCHEDULE				
SYM	FIXTURE	SS	V	CW
WC-1	ADA TOILET	3"	2"	1 1/2"
LV-1	HAND SINK	2"	1 1/2"	1/2"
FD-1	FLOOR DRAIN	2"	1 1/2"	-

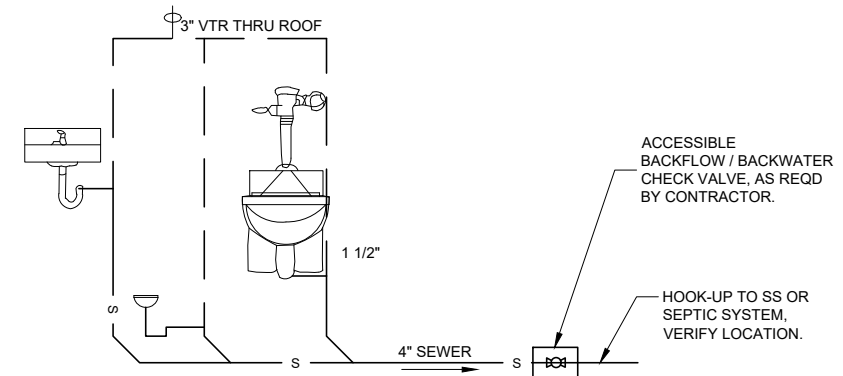
NOTE: PROVIDE CLEAN-OUT BENEATH SINK AS REQUIRED BY CODE

GENERAL PLUMBING NOTES:

1. ALL PIPE (WATER, SEWER, VENT), JOINTS, AND WORK SHALL CONFORM TO UNIFORM PLUMBING CODE, STATE CODES, COUNTY AND LOCAL CODES AND ORDINANCES.
2. CONTRACTOR TO CONFIRM LOCATIONS OF SEWER AND WATER TIE-INS.
3. CONTRACTOR TO SOLIDLY BRACE ALL PIPING TIGHT AGAINST WALLS, FOR LONG OR COMPLICATED RUNS, SECURELY MOUNT USING UNI-STRUT, IN STRAIGHT AND UNIFORM MANNER FOR FINISHED APPEARANCE, PIPING SHOWN IS DIAGRAMMATIC ONLY AND ACTUAL DESIGN BY CONTRACTOR.
4. CONTRACTOR RESPONSIBLE FOR PIPE SIZING AND SHALL PROVIDE ADEQUATE WATER PRESSURE TO ALL PLUMBING FIXTURES.
5. CONTRACTOR TO DETERMINE AND PROVIDE MEANS FOR DRAINING INTERIOR WATER AND SANITARY SEWER SYSTEMS, AS WELL AS SHUTOFF OF ALL FIXTURES, BUILDING SEWER SHALL BE RUN WITH UNIFORM SLOPE OF NOT LESS THAN ONE-FOURTH OF AN INCH. (2%)
6. PRESSURE REDUCING VALVE - BY CONTRACTOR.
7. PLUMBING TO BE DRAINED BY GRAVITY TO SHUTOFF VALVE BOX.
8. FLUSHMETERS ASSOCIATED WITH TOILETS USE NO MORE THAN 1.28 GALLONS PER FLUSH. THE ABOVE SHALL MEET PERFORMANCE STANDARDS BY ANSI A112.19.2 H&S CODE, SECTION 17921.3(b).



6 **WATER SUPPLY RISER SCHEMATIC DIAGRAM** N.T.S.



6 **SANITARY SEWER RISER SCHEMATIC DIAGRAM** N.T.S.

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
No. 69121
EXP 6-30-22
CIVIL ENGINEER
STATE OF CALIFORNIA

DATE: 05/12/2021

REG. EXP. 06/30/22

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COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM FOUNDATION DETAILS

SHEET 24 OF 26

ADA REQUIREMENTS:

- NEW BATHROOM SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN CHAPTER 6 "PLUMBING ELEMENTS AND FACILITIES" LATEST EDITION.
- THE WATER CLOSET SHALL BE POSITIONED WITH A WALL OR PARTITION TO THE REAR AND TO ONE SIDE. THE CENTERLINE OF THE WATER CLOSET SHALL BE 16 INCHES MINIMUM TO 18 INCHES MAXIMUM FROM THE SIDE WALL OR PARTITION, EXCEPT THAT THE WATER CLOSET SHALL BE 17 INCHES MINIMUM AND 19 INCHES MAXIMUM FROM THE SIDE WALL OR PARTITION IN THE AMBULATORY ACCESSIBLE TOILET COMPARTMENT SPECIFIED IN 604.8.2. WATER CLOSETS SHALL BE ARRANGED FOR A LEFT-HAND OR RIGHT-HAND APPROACH.
- CLEARANCE AROUND A WATER CLOSET SHALL BE 60 INCHES MINIMUM MEASURED PERPENDICULAR FROM THE SIDE WALL AND 56 INCHES MINIMUM MEASURED PERPENDICULAR FROM THE REAR WALL.
- THE SEAT HEIGHT OF A WATER CLOSET ABOVE THE FINISH FLOOR SHALL BE 17 INCHES MINIMUM AND 19 INCHES MAXIMUM MEASURED TO THE TOP OF THE SEAT. SEATS SHALL NOT BE SPRUNG TO RETURN TO A LIFTED POSITION.
- GRAB BARS FOR WATER CLOSETS SHALL COMPLY WITH 609. GRAB BARS SHALL BE PROVIDED ON THE SIDE WALL CLOSEST TO THE WATER CLOSET AND ON THE REAR WALL.
- THE SIDE WALL GRAB BAR SHALL BE 42 INCHES LONG MINIMUM, LOCATED 12 INCHES MAXIMUM FROM THE REAR WALL AND EXTENDING 54 INCHES MINIMUM FROM THE REAR WALL.
- THE REAR WALL GRAB BAR SHALL BE 36 INCHES LONG MINIMUM AND EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12 INCHES MINIMUM ON ONE SIDE AND 24 INCHES MINIMUM ON THE OTHER SIDE.
- FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. HAND OPERATED FLUSH CONTROLS SHALL COMPLY WITH 309. FLUSH CONTROLS SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET EXCEPT IN AMBULATORY ACCESSIBLE COMPARTMENTS COMPLYING WITH 604.8.2.
- TOILET PAPER DISPENSERS SHALL COMPLY WITH 309.4 AND SHALL BE 7 INCHES MINIMUM AND 9 INCHES (230 MM) MAXIMUM IN FRONT OF THE WATER CLOSET MEASURED TO THE CENTERLINE OF THE DISPENSER. THE OUTLET OF THE DISPENSER SHALL BE 15 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE THE FINISH FLOOR AND SHALL NOT BE LOCATED BEHIND GRAB BARS. DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROLS DELIVERY OR THAT DOES NOT ALLOW CONTINUOUS PAPER FLOW.
- LAVATORIES AND SINKS SHALL COMPLY WITH 606.
- A CLEAR FLOOR SPACE COMPLYING WITH 305, POSITIONED FOR A FORWARD APPROACH, AND KNEE AND TOE CLEARANCE COMPLYING WITH 306 SHALL BE PROVIDED.
- LAVATORIES AND SINKS SHALL BE INSTALLED WITH THE FRONT OF THE HIGHER OF THE RIM OR COUNTER SURFACE 34 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND.

STRUCTURAL GENERAL NOTES:

GENERAL INFORMATION:

- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING AND TEMPORARY SUPPORTS TO ENSURE THE STABILITY OF THE PORTIONS OF THE STRUCTURE BEING CONSTRUCTED, THE CONTRACTOR SHALL RETAIN A CALIFORNIA REGISTERED ENGINEER TO DESIGN ALL NECESSARY SHORING AND TEMPORARY SUPPORTS.
- DESIGN LOADS ARE FOLLOWS:

ROOF LIVE LOAD	20 PSF
ROOF DEAD LOAD	30 PSF
WALL DEAD LOAD	140 PSF
IBC SEISMIC DESIGN CATEGORY	D
DESIGN WIND SPEED	90 MPH
ALLOWABLE SOIL BEARING	2,000 PSF
- REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL DRAWINGS FOR INSERTS, SLEEVES, CURBS, PADS, PLAN ETC., THAT AFFECT STRUCTURAL WORK. SEE TYPICAL DETAILS FOR FRAMING AROUND MISC. OPENINGS.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL BURIED UTILITY PIPES PRIOR TO EXCAVATION FOR THE BUILDING FOUNDATIONS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS BETWEEN THE FOUNDATIONS AND ANY BURIED UTILITY PIPES.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO ORDERING ANY MATERIALS, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER WHERE CONDITIONS VARY FROM WHAT ARE SHOWN ON THE DRAWINGS.

REINFORCED CONCRETE:

- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 301-10 SPECIFICATIONS FOR STRUCTURA, CONCRETE AS WELL AS ACI 318-08.
- SHOP DRAWINGS SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING OF THE REINFORCING STEEL AND ACCESSORIES SHALL BE SUBMITTED FOR REVIEW TO THE ENGINEER, NO FABRICATION SHALL BEGIN UNTIL SHOP DRAWINGS ARE REVIEWED AND APPROVED.
- UNLESS NOTED OTHERWISE, DETAILS OF CONCRETE REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 315, MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES, AND CRSI MSP-1, MANUAL OF STANDARD PRACTICE, LATEST EDITIONS.
- CONCRETE: UNLESS NOTED OTHERWISE, 28 DAY COMPRESSIVE STRENGTH OF CAST-IN-PLACE CONCRETE FOR EACH PORTION OF STRUCTURE SHOULD BE AS FOLLOWS:

FOOTINGS, SLAB ON GRADE	4,000 PSI
CONCRETE BEAMS / COLUMNS	4,000 PSI
CONCRETE SLUMP	3" MIN. TO 5" MAX.
- REINFORCING STEEL:
 - BARS: ASTM A615 GRADE 60 U.N.O
 - WELDED WIRE FABRIC: ASTM A185.
 - ALL CONCRETE SHALL BE REINFORCED UNLESS SPECIFICALLY MARKED "NOT REINFORCED" OR "UNREINFORCED".
 - CONTRACTOR SHALL DETAIL AND PLACE ALL REINFORCEMENT IN ACCORDANCE WITH ACI SP-66, ACI 301-10, ACI 318-08, AND CRSI MSP-1 MANUAL OF STANDARD PRACTICE.
 - MINIMUM CONCRETE CLEAR COVER OVER REINFORCEMENT SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3".
 - CONCRETE EXPOSED TO EARTH OR WEATHER: #6 THROUGH #11 BARS - 2"; #5 ANS SMALLER BARS, WELDED WIRE FABRIC - 1 1/2".
 - EMBEDMENT AND LAP SPICE LENGTHS FOR ALL REINFORCING STEEL BARS SHALL CONFORM TO THE FOLLOWING PROVISIONS, UNLESS NOTED OTHERWISE:
 - MINIMUM STRAIGHT EMBEDMENT LENGTHS:

(A) #3 - 11"	#6 - 22"	#9 - 41"
(B) #4 - 15"	#7 - 32"	#10 - 46"
(C) #5 - 18"	#8 - 36"	#11 - 51"
 - MINIMUM LAP SPICE LENGTHS:

(A) #3 - 14"	#6 - 28"	#9 - 53"
(B) #4 - 19"	#7 - 41"	#10 - 59"
(C) #5 - 24"	#8 - 47"	#11 - 66"
 - MINIMUM HOOK EMBEDMENT LENGTHS:

(A) #3 - 8"	#6 - 15"	#9 - 22"
(B) #4 - 10"	#7 - 17"	#10 - 25"
(C) #5 - 12"	#8 - 19"	#11 - 27"
 - HORIZONTAL BARS HAVING MORE THAN 12" OF CONCRETE PLACED BELOW THEM SHALL BE CONSIDERED TOP REINFORCEMENT AND SHALL HAVE MINIMUM STRAIGHT EMBEDMENT AND LAP SPICE LENGTHS INCREASED BY NOT LESS THAN 30% OVER THOSE GIVE ABOVE.
 - HOOK EMBEDMENT IS THE MINIMUM STRAIGHT LINE DISTANCE FROM THE CRITICAL SECTION OF THE BAR TO THE FARTHEST EDGE OF THE HOOK.
 - WELDING OR TACK WELDING OF REINFORCING STEEL SHALL NOT BE PERMITTED EXCEPT AS AUTHORIZED OR DIRECTED BY THE STRUCTURAL ENGINEER OR HIS REPRESENTATIVE.
 - FORMWORK:
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, ENGINEERING AND STRUCTURAL ADEQUACY AND CONSTRUCTION OF ALL CONCRETE FORMWORK IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS.
 - COORDINATE ALL CONCRETE WORK WITH THE PLACEMENT OF PIPING, INSERTS, FLOOR DRAINS AND OTHER EMBEDDED ITEMS INDICATED ON THE CONTRACT DRAWINGS OR IN THE CONTRACT SPECIFICATIONS.
 - ALL NEW OR EXISTING PIPING OR UTILITIES PASSING THROUGH NEW CONCRETE SHALL BE CAST-IN, UNLESS NOTED OTHERWISE.
 - PROVIDE 3/4" CHAMFER STRIPS ON ALL EDGES OF EXPOSED CONCRETE, UNLESS NOTED OTHERWISE.
 - WITH THE EXPLICIT PRIOR APPROVAL IN WRITING OF THE ENGINEER, COLUMN FOOTINGS MAY BE EARTH-FORMED USING UNDISTURBED NATIVE SOIL. PROVIDE A MINIMUM EXCAVATION WIDTH 4" GREATER THAN INDICATED, AND A DEPTH 2" GREATER THAN INDICATED.
- JOINTS:
 - LOCATE ALL CONSTRUCTION, CONTRACTION, ISOLATION, EXPANSION, AND OTHER JOINTS AS INDICATED OR SPECIFIED, OR OTHERWISE APPROVED BY THE ENGINEER.
 - SURFACES OF ALL HORIZONTAL AND VERTICAL CONSTRUCTION JOINTS SHALL BE CLEANED OF LAITANCE AND SHALL EXPOSE CLEAN COARSE AGGREGATE SOLIDLY EMBEDDED IN MORTAR MIX. JUST PRIOR TO DEPOSITING CONCRETE, SURFACE OF CONSTRUCTION JOINT SHALL BE THOROUGHLY CLEANED AND WETTED.
 - SAWCUT CONTROL JOINTS AS SOON AS POSSIBLE AFTER INITIAL SET.

MASONRY:

- MATERIALS, TESTING OF MATERIALS AND STORAGE OF MATERIALS SHALL CONFORM TO ACI STANDARD "SPECIFICATIONS FOR MASONRY STRUCTURES AND BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (ACI 530-08 AND 530.1-05).
- ALL CONCRETE MASONRY UNITS ARE TO BE GRADE N-2, CONFORMING TO ASTM C-90. WITH A NET AREA MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 1,900 PSI. MORTAR SHALL BE TYPE S WITH A MINIMUM COMPRESSIVE STRENGTH OF 1,900 PSI. MINIMUM GROUT STRENGTH SHALL BE 2500 PSI.
- MORTAR JOINTS SHALL NOT EXCEED 5/8" THICKNESS IN CONCEALED AREAS AND WITHIN SPECIFIED TOLERANCES IN AREAS EXPOSED TO VIEW. WHERE VERTICAL AND HORIZONTAL ALIGNMENT WOULD CAUSE MORTAR JOINTS TO BE LESS THAN 1/4" OR MORE THAN 5/8" THICK IT SHALL BE CORRECTED PRIOR TO COMMENCING MASONRY CONSTRUCTION.
- PIPES OR CONDUITS MAY PENETRATE HORIZONTALLY THROUGH MASONRY WALLS BY MEANS OF A GALVANIZED STEEL SLEEVE NO THINNER THAN STANDARD WEIGHT (SCHEDULE 40), ASTM A53, SOLIDLY SET IN PLACE, PLACE SLEEVES NOT CLOSER THAN THREE DIAMETERS ON CENTER, MAXIMUM SIZE OF SLEEVE SHALL DE 12".
- MAXIMUM SIZE OF EMBEDDED VERTICAL PIPE OR CONDUIT IN A BEARING WALL SHALL NOT EXCEED 1/3 OF WALL THICKNESS PIPES SHALL NOT BE PLACED CLOSER THAN THREE DIAMETERS ON CENTER.
- HORIZONTAL JOINT REINFORCEMENT SHALL BE 8 GAGE DEFORMED, GALVANIZED, LADDER TYPE AND SPACED 16" O.C. UNLESS NOTED OTHERWISE, JOINT REINFORCEMENT SHALL BE FULLY EMBEDDED IN MORTAR WITH MINIMUM COVER OF 5/8".
- USE A MINIMUM LAP OF 48" BAR DIAMETERS FOR ALL MASONRY REINFORCING, FILL ALL REINFORCED CELLS WITH GROUT FOR FULL HEIGHT. ALL CELLS LOCATED BELOW GRADE SHALL BE FILLED WITH GROUT. REINFORCED CELLS ADJACENT TO DOOR, AND DOOR OPENINGS IN ACCORDANCE WITH PLANS.
- ALIGN VERTICAL CORE EVENLY FOR THE FULL HEIGHT WHERE CELLS ARE TO BE GROUTED. GROUT IN VERTICAL CORES SHALL NOT BE PLACED IN LIFTS GREATER THAN 5 FEET. PROVIDE CLEANOUTS WHEN GROUTING BLOCK CELLS.
- MASONRY WALLS MUST BE BRACED DURING ERECTION FOR WIND AND CONSTRUCTIONS LOADS. BRACES MUST BE DESIGNED CONSTRUCTED AND ERECTED IN A FASHION AS TO PREVENT PERMANENT SCARRING OF MASONRY SURFACES AT THE EXPOSED CONDITIONS.
- ALL MASONRY WORK SHALL BE INSPECTED.

STRUCTURAL STEEL:

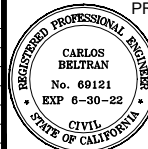
- SHALL CONFORM TO ASTM A36, PROVIDE ONE SHOP OF RUST INHIBITING PAINT (MINIMUM 3 MIL. DRY FILM THICKNESS) ON STRUCTURAL STEEL, WHICH SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE PROVISIONS OF THE AISC "STEEL CONSTRUCTION MANUAL", LATEST EDITION. SUBMIT SHOP DRAWINGS. ALL TUBING TO HAVE A YIELD STRENGTH OF Fy=46 KSI AND CONFORM RO ASTM A500 GRADE B.
- ALL WELDING IS TO BE PERFORMED BY CERTIFIED WELDERS. IMMEDIATELY AFTER ERECTION, CLEAN WELDS AND TOUCH UP PAINTING (MIN. 4 MIL. FILM THICKNESS). ELECTRODES SHALL BE E-70 SERIES, LOW HYDROGEN, STORED IN ACCORDANCE WITH A.W.S. REQUIREMENTS. ALL WELDS SHALL BE CONTINUOUS. WELDING PROCEDURES ARE REQUIRED TO BE SUBMITTED AND APPROVED BY STRUCTURAL ENGINEER.
- PROTECTIVE COATING: ALL STRUCTURAL STEEL SHALL BE PAINTED W/SELF-CURING INORGANIC ZINC COATING SYSTEM.

STRUCTURAL SUBMITTALS:

- SHOP DRAWINGS. THE FOLLOWINGS SHOP DRAWINGS SHALL BE SUBMITTED:
 - REINFORCING STEEL.
 - EMBEDDED ITEMS.
 - CONCRETE MIX DESIGN.
 - STRUCTURAL STEEL.
- CONTRACTOR SHALL SUPPLY SHOP DRAWINGS, SUBMIT MINIMUM TWO SETS TO ENGINEER FOR REVIEW. INDICATE ISSUE DATE OR LATEST REVISION DATE OR RELATED STRUCTURAL PLAN (S) AND NAME OF PERSON RESPONSIBLE FOR CHECKING. SHOP DRAWINGS SHALL BEAR CONTRACTOR'S SIGNED STAMP CERTIFYING OF APPROVAL OF SUBMITTAL, VERIFICATIONS, AND COORDINATION OF THE SUBMITTAL WITH REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.

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 CARLOS BELTRAN, P.E. 69121 R.C.E. No.

05/12/2021 DATE 06/30/22 REG. EXP.


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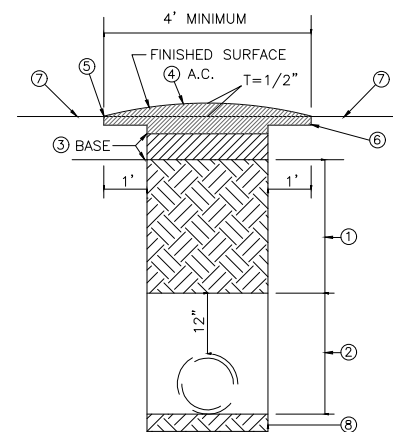
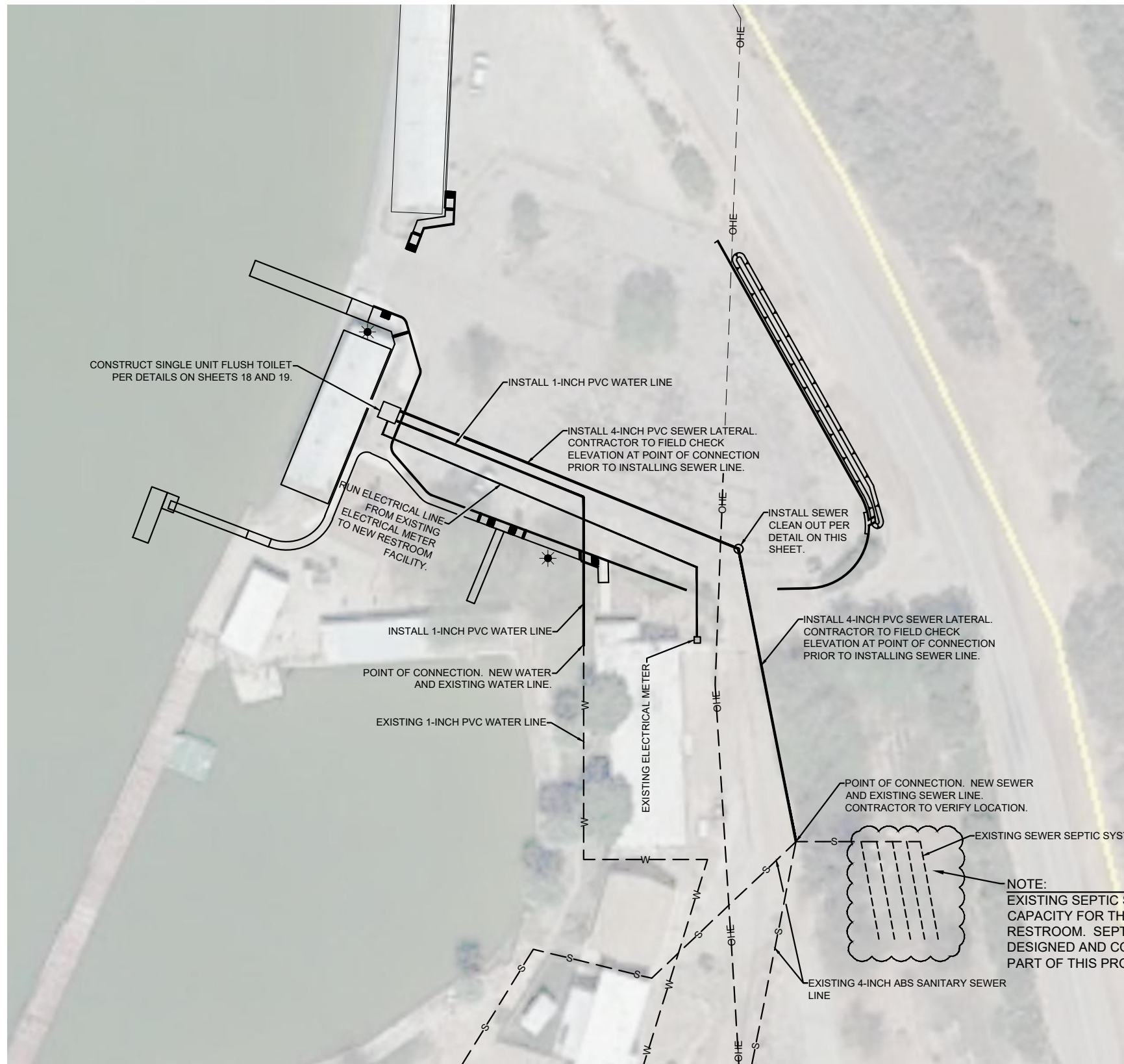
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

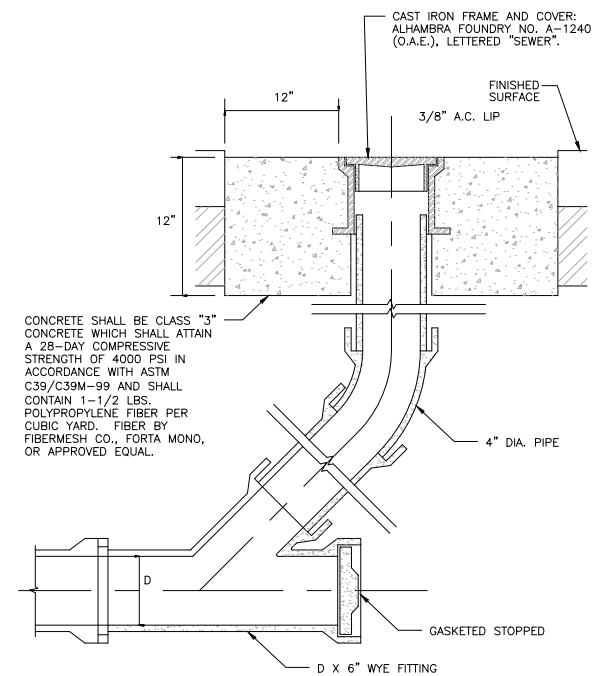
RESTROOM SPECIFICATIONS

SHEET 25 OF 26



- NOTES:
- BACKFILL - NATIVE OR IMPORT, COMPACTED TO 90% RELATIVE DENSITY. IF NOT IN A ROADWAY, 90% RELATIVE DENSITY IS REQUIRED TO FINISHED SURFACE.
 - PIPE BEDDING - COMPACT TO 85% RELATIVE DENSITY. BEDDING MATERIAL SHALL MEET CALTRANS SPECIFICATIONS 26-1.02A & 26-1.02B, 100% PASSING 19MM SIEVE, SAND EQUIVALENT 25 MIN.
 - A MINIMUM 6" OF AGGREGATE BASE CLASS 2 TO BE COMPACTED TO 95% RELATIVE DENSITY IN PAVED SECTIONS.
 - A.C. PAVING - MATCH EXISTING THICKNESS WITH NEW A.C., MIN. 4" - 2 LIFTS.
 - TRENCH OVERLAY SHALL EXTEND A MIN. OF 1 FT. OUTSIDE THE TRENCH CUT. IN NO CASE SHALL THE FINISHED PAVING BE LESS THAN 4 FT. IN WIDTH.
 - GRIND 1' x 0.12" HEADER EACH SIDE OF TRENCH. APPLY TACK COAT TO ENTIRE SURFACE.
 - THE COUNTY MAY DIRECT THAT REMAINING PORTIONS OF A.C. PAVEMENT ADJACENT TO TRENCH EDGE, MEASURING LESS THAN 6 FEET IN ANY DIMENSION, BE REMOVED AND REPLACED.
 - OVEREXCAVATION BELOW PIPE LAYING GRADE SHALL BE RECOMPACTED TO 90% MAXIMUM DENSITY, INSPECTED AND APPROVED PRIOR TO PIPE PLACEMENT.

TRENCH REPLACEMENT DETAIL (FOR NEW UTILITIES) NOT TO SCALE



- NOTES:
- CLEANOUT RING AND COVER SHALL BE RAISED TO FINISHED GRADE AND SUPPORT COLLAR INSTALLED AFTER PAVING OR FINE GRADING.
 - D= DIAMETER OF MAIN LINE PIPE.

STANDARD CLEANOUT

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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

EXISTING AND PROPOSED UTILITIES

SHEET 26 OF 26

NOTES:

THE CONTRACTOR SHALL COMPLY AT MINIMUM WITH THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLANS. THE CONTRACTOR SHALL MODIFY THE EROSION AND SEDIMENT CONTROL PLAN AND IMPLEMENT NEW MEASURES AS NEEDED TO ASSURE COMPLIANCE WITH THE LATEST REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD (SWRCB)

ALL PRIVATE AND PUBLIC STORM WATER CONVEYANCE SYSTEMS, SIDEWALKS, PUBLIC RIGHT-OF-WAYS, ETC. SHALL BE PROTECTED FROM POLLUTANT DISCHARGES AND MAINTAINED IN A NEAT AND CLEAN CONDITION FREE OF SEDIMENT, CONSTRUCTION MATERIAL, WASTE, MISCELLANEOUS DEBRIS AND DETERIORATED EROSION AND SEDIMENT CONTROLS.

CONTRACTOR TO PREPARE AND IMPLEMENT A DUST CONTROL PLAN PER IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) REQUIREMENTS.

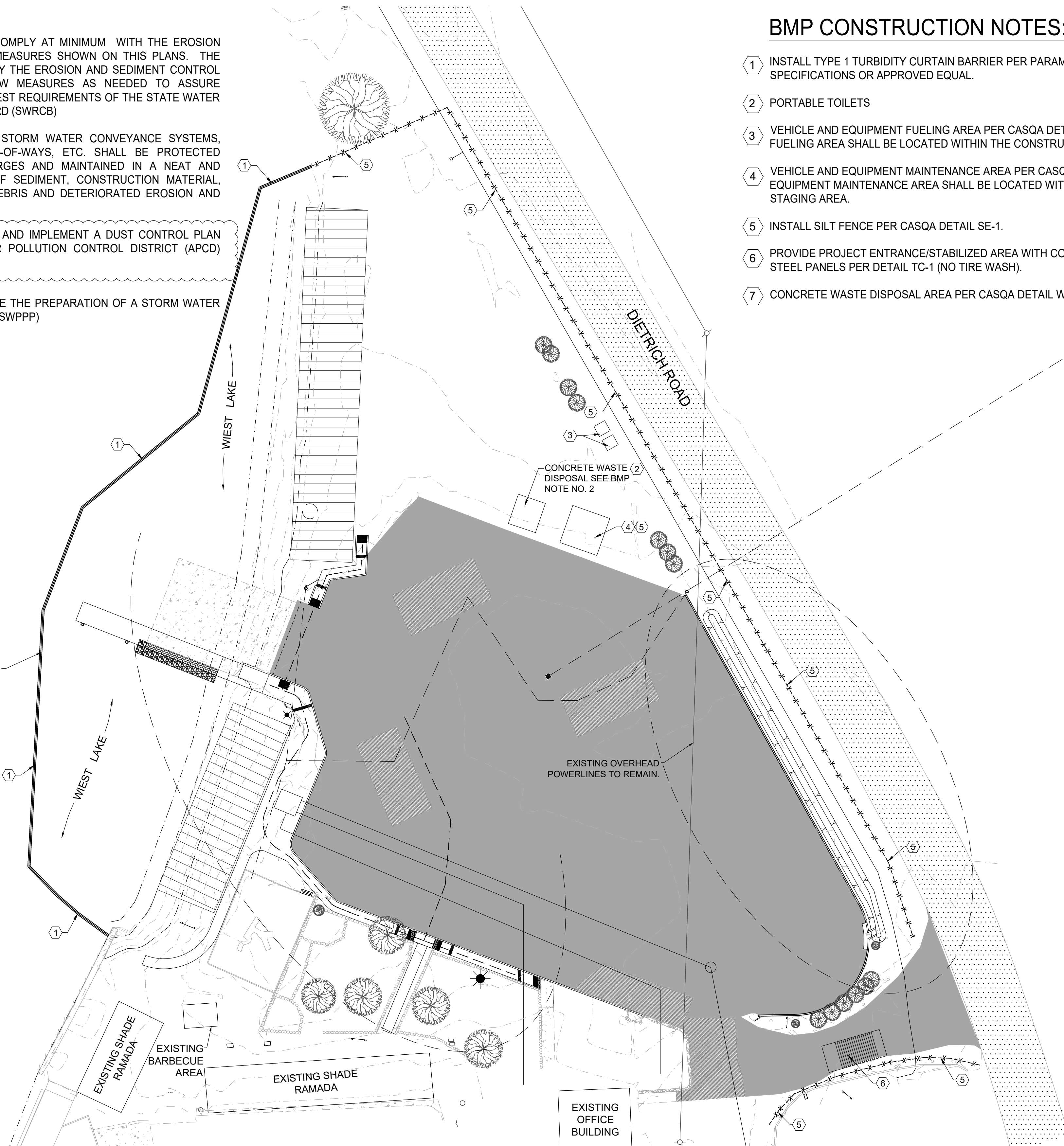
THIS PROJECT WILL REQUIRE THE PREPARATION OF A STORM WATER POLLUTION CONTROL PLAN (SWPPP)

BMP CONSTRUCTION NOTES:

- 1 INSTALL TYPE 1 TURBIDITY CURTAIN BARRIER PER PARAMOUNT MATERIALS SPECIFICATIONS OR APPROVED EQUAL.
- 2 PORTABLE TOILETS
- 3 VEHICLE AND EQUIPMENT FUELING AREA PER CASQA DETAIL NS-9. EQUIPMENT FUELING AREA SHALL BE LOCATED WITHIN THE CONSTRUCTION STAGING AREA.
- 4 VEHICLE AND EQUIPMENT MAINTENANCE AREA PER CASQA DETAIL NS-10. THE EQUIPMENT MAINTENANCE AREA SHALL BE LOCATED WITHIN THE CONSTRUCTION STAGING AREA.
- 5 INSTALL SILT FENCE PER CASQA DETAIL SE-1.
- 6 PROVIDE PROJECT ENTRANCE/STABILIZED AREA WITH CORRUGATED STEEL PANELS PER DETAIL TC-1 (NO TIRE WASH).
- 7 CONCRETE WASTE DISPOSAL AREA PER CASQA DETAIL WM-8.

EROSION AND SEDIMENT CONTROL NOTES:

1. FILTERED RUNOFF. ALL RUNOFF SHALL BE FILTERED PRIOR TO DISCHARGING FROM A SITE OR TO ANY TYPE OF PRIVATE OR PUBLIC STORM WATER CONVEYANCE SYSTEM (NATURAL WATERCOURSES, STREETS, GUTTERS, CONCRETE-LINED V-DITCHES, STORM DRAINS, FLOW-LINES, INLETS, OUTLETS, ETC.). ALL NON-PERMITTED DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORM WATER CONVEYANCE SYSTEM YEAR-ROUND
2. BEST MANAGEMENT PRACTICES (BMP'S). POLLUTION PREVENTION MEASURES, ALSO KNOWN AS BEST MANAGEMENT PRACTICES (BMP'S), MUST BE INSTALLED PRIOR TO ANY FIELD ACTIVITIES. THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR ESC (EROSION AND SEDIMENT CONTROL) MEASURES THROUGHOUT THE DURATION OF THE PROJECT FOR ALL CLEARING, DISKING, GRADING, EXCAVATING AND STOCKPILING ACTIVITIES, AND ON ALL EXPOSED SLOPES AND INACTIVE PADS THROUGHOUT THE ENTIRE SITE. THE DEVELOPER/CONTRACTOR IS ALSO RESPONSIBLE FOR ANY DISCHARGES FROM SUBCONTRACTORS.
3. EROSION AND SEDIMENT CONTROLS. ALL ESC MEASURES SHALL BE INSPECTED, RESTORED, REPAIRED OR MODIFIED YEAR-ROUND THROUGHOUT THE SITE TO PROTECT PERIMETERS, ADJACENT PROPERTIES, ENVIRONMENTALLY SENSITIVE AREAS AND ALL PRIVATE/PUBLIC STORM WATER CONVEYANCE SYSTEMS. IF ANY EROSION OR SEDIMENT CONTROLS FAIL DURING ANY RAIN EVENT, MORE EFFECTIVE ONES WILL BE REQUIRED IN THEIR PLACE.
 - a. EROSION CONTROLS. EROSION CONTROLS SHALL INCLUDE, BUT ARE NOT LIMITED TO APPLYING AND ESTABLISHING: VEGETATIVE COVER, WOOD MULCH, STAPLED OR PINNED BLANKETS (STRAW, COCONUT OR OTHER), PLASTIC SHEETING (MINIMUM 10-MIL), POLYPROPYLENE MATS, SPRAY-ON CONTROLS TO ALL DISTURBED AREAS OR OTHER MEASURES APPROVED BY THE COUNTY PUBLIC WORKS DEPARTMENT. JUTE NETTING SHALL NOT BE USED AS A STAND-ALONE EROSION CONTROL. FOR SLOPES GREATER THAN 4:1, PROVIDE FIBER ROLLS AND EITHER A BONDED FIBER MATRIX PRODUCT APPLIED TO A RATE OF 3500 LB/ACRE OR A STABILIZED FIBER MATRIX PRODUCT APPLIED TO A RATE OF 10 GAL/ACRE. THE COUNTY PUBLIC WORKS DEPARTMENT MAY APPROVE DIFFERENT APPLICATION RATES FOR SLOPES LESS THAN 4:1.
 - b. SEDIMENT CONTROLS. SEDIMENT CONTROLS SHALL INCLUDE, BUT ARE NOT LIMITED TO: DESILTING BASINS, GRADED BERMS, FIBER ROLLS, SILT FENCES, GRAVEL BAG CHEVRONS (FILLED WITH MINIMUM 3" GRAVEL), CHECK DAMS, DRAINAGE INLET PROTECTION, ETC. FIBER ROLLS SHALL BE INSTALLED IN 15-FOOT INCREMENTS MEASURED ALONG THE FACE OF THE SLOPE. SILT FENCE SHALL BE INSTALLED ALONG INTERIOR STREETS AND COMBINED WITH GRAVEL-BAG OR SILT FENCE CHEVRONS INSIDE THE SIDEWALK RIGHT-OF-WAY OR BACK OF CURBS.
4. STATE CONSTRUCTION GENERAL PERMIT. IF THE PROJECT DISTURBS, EXPOSES OR STOCKPILES ONE ACRE OR MORE OF SOIL, THE SITE MUST BE COVERED UNDER THE STATE CONSTRUCTION GENERAL PERMIT. A WASTE DISCHARGE IDENTIFICATION (WDI) NUMBER, A RISK LEVEL DETERMINATION NUMBER AND THE QUALIFIED "STORM WATER POLLUTION PREVENTION PLAN" (SWPPP) DEVELOPER (QSD) SHALL BE PROVIDED TO THE COUNTY PRIOR TO ISSUANCE OF A GRADING PERMIT.
5. PERIMETER PROTECTION. PERIMETER PROTECTION MUST BE INSTALLED PRIOR TO ANY CLEARING ACTIVITIES. CLEARING SHALL BE LIMITED TO AREAS THAT WILL BE IMMEDIATELY GRADED OR DISTURBED. A COMBINATION OF ESC MEASURES SHALL BE IMPLEMENTED IN AREAS THAT HAVE BEEN CLEARED. ALL DISTURBED AREAS OF AN INACTIVE SITE SHALL ALSO BE PROTECTED.
6. CONSTRUCTION ACCESS POINTS. CONSTRUCTION ACCESS POINTS SHALL BE STABILIZED WITH A COMBINATION OF ROCK AND SHAKER PLATES TO PREVENT TRACK-OUT. INTERIOR ACCESS POINTS (ALL PROPOSED DRIVEWAYS, MATERIAL STORAGE AND STAGING AREA ENTRANCES/EXITS, ETC.) SHALL ALSO BE PROTECTED WITH ROCK TO PREVENT TRACK-OUT ONTO INTERIOR STREETS. ROUTINE STREET SWEEPING SHALL BE PERFORMED ON ALL PAVED STREETS WHERE TRACKING IS OBSERVED. VACUUM SWEEPERS SHALL BE USED WHEN STREET SWEEPING BECOMES INEFFECTIVE. CONTROLLED STREET WASHING SHALL ONLY BE ALLOWED PRIOR TO THE APPLICATION OF ASPHALT SEAL COATS, AND ONLY WHEN ALL PERTINENT DRAINAGE INLETS ARE PROTECTED.
7. MATERIAL STORAGE. MATERIAL STORAGE AND STAGING AREAS SHALL BE ESTABLISHED. FUEL TANKS, PORTABLE TOILETS, LIQUIDS, GELS, POWDERS, LANDSCAPE MATERIALS AND STOCKPILES OF SOIL SHALL BE STORED AWAY FROM ALL PRIVATE/PUBLIC STORM WATER CONVEYANCE SYSTEMS, SIDEWALKS, RIGHT-OF-WAYS AND FLOW-LINES AND SHALL HAVE SECONDARY CONTAINMENT. INACTIVE STOCKPILES OF SOIL SHALL BE COVERED AT ALL TIMES. ACTIVE STOCKPILES SHALL BE COVERED PRIOR TO A FORECAST RAIN.
8. CONSTRUCTION WASTE. CONSTRUCTION WASTE AND MISCELLANEOUS DEBRIS SHALL BE PLACED IN WATER-TIGHT BINS. WIRE MESH RECEPTACLES SHALL NOT BE ALLOWED. WASH-OUT STATIONS SHALL BE PROVIDED FOR CONCRETE, PAINTS, STUCCO AND OTHER LIQUID WASTE, AND SHALL BE LINED WITH PLASTIC AND LOCATED AWAY FROM PUBLIC RIGHT-OF-WAYS, FLOW LINES, ETC. PRIOR TO ANY FORECAST RAIN, BINS AND WASH-OUTS SHALL BE COVERED WITH LIDS OR PLASTIC TARPS.
9. MAINTENANCE. ALL ONSITE AND OFFSITE FLOW LINES (I.E., V- AND BROW-DITCHES, TERRACE DRAINS, RIBBON GUTTERS, CURB GUTTERS, ETC.), STORM WATER CONVEYANCE SYSTEMS, CHECK DAMS, CHEVRONS, SILT FENCES AND DESILTING BASINS SHALL BE FREE OF SEDIMENT, CONSTRUCTION MATERIALS, WASTE, MISCELLANEOUS DEBRIS AND DETERIORATED ESC MEASURES YEAR-ROUND.
10. OBSTRUCTIONS. NO OBSTRUCTIONS, OTHER THAN BMP'S, SHALL BE ALLOWED WITHIN ANY STORM WATER CONVEYANCE SYSTEM, UNLESS ALTERNATIVE DRAINAGE FACILITIES HAVE BEEN APPROVED BY THE COUNTY PUBLIC WORKS DEPARTMENT.



INSTALL 370' ± TYPE 1 TURBIDITY CURTAIN BARRIER. DEPTH VARIES

SCALE:
11"x17" Sheet 1" = 50'
24"x36" Sheet 1" = 25'

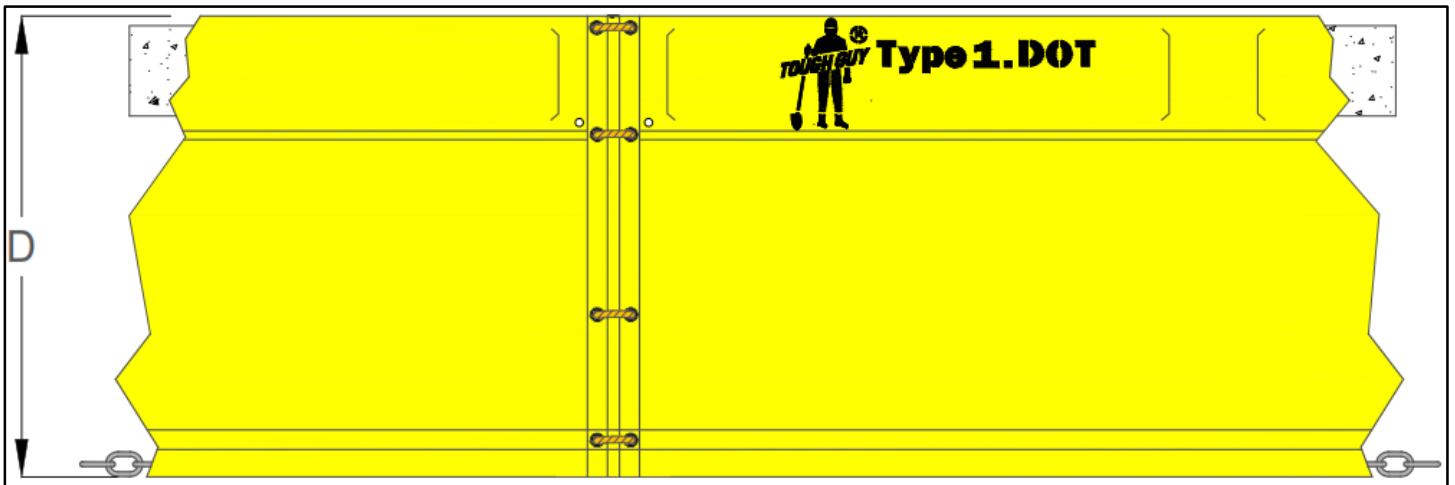
REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:		APPROVED BY THE COUNTY OF IMPERIAL:		DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	EROSION AND SEDIMENT CONTROL PLAN
			 CARLOS BELTRAN, P.E. 4/26/2024 DATE	69121 R.C.E. No. 06/30/26 REG. EXP.	 JOHN GAY, P.E. PUBLIC WORKS DIRECTOR DATE	62028 R.C.E. No. 09/30/25 REG. EXP.	4/26/2024 DRAWN: DB SCALE: AS SHOWN CHECKED: CB	IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 27 OF 27

Dynamic CONSULTING ENGINEERS
 CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL CA. 92251
 TEL. (760) 545-0162 FAX (760) 545-0163

COUNTY OF IMPERIAL
 PUBLIC WORKS DEPARTMENT

AER-FLO®

4455 18th Street East, Bradenton, FL 34203
800.823.7356 • www.aerflo.com



Tough-Guy® Floating Turbidity Barrier Type 1.DOT

Specifications

Fabric: 18oz. nominal PVC coated polyester

Base Fabric (100% Polyester)

Weight (FS-191-5041)

Tensile Strength, Grab (ASTM 4632)

Tear Strength, Tongue (ASTM 2261)

Elongation (ASTM 4632)

Adhesion Strength (ASTM 751)

Abrasion Resistance (ASTM 4833)

Hydrostatic Resistance (ASTM 751)

UV Resistance (Weather-O-Meter)

Cold Crack Resistance (ASTM 2136)

High Temperature Resistance (ASTM 2136)

Flame Resistance

Special Treatment(s)

1000D x 1000D / 9 x 9

18oz./yard²

325 lbs x 310 lbs

55 lbs x 45 lbs

21% x 21%

17 x 17 lbs/inch

325 cycles

At least 660 lbs/inch²

Not excessive fading after 1000 HRS

-40° F

180° F (Does not Block)

Pass

Anti Mildew

All seam heat sealed

5/8" diameter poly rope reinforced vertical edges

#4 brass grommets

1/4" galvanized chain ballast

EPS flotation foam: 6" x 6", 13.5 lb./ft. buoyancy in fresh water and 14.4 lb./ft. buoyancy in saltwater

MADE IN THE USA

AER-FLO®

Manufactured by Aer-Flo, Inc.
Bradenton, FL

Sold by Authorized Distributors

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EXHIBIT F

AGREEMENT FOR CONSTRUCTION SERVICES

IMPERIAL COUNTY

**Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227**

COUNTY PROJECT NO. SR6081CED

1 **AGREEMENT FOR CONSTRUCTION SERVICES**

2 <<Business Name>>

3 THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered into
4 effective the ____ day of _____, 2024, by and between the COUNTY OF IMPERIAL, a political
5 subdivision of the State of California, through its Department of Public Works (“COUNTY”)
6 and<<Business Name>>, a «Consultant_Business_Type» licensed to do business within the state of
7 California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 professional construction services for <<Project Description>>(“Project”); and

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

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

14 **1. DEFINITIONS.**

15 **1.1.** “Invitation for Bid” shall mean the document entitled, “«Name_of_RFP»,” dated
16 «Date_of_RFP», which includes all special notices, addendums, exhibits and Plans and
17 Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as
18 **Exhibit “A”** and incorporated herein as though fully set forth.

19 **1.2.** “Proposal” shall mean CONTRACTOR’s document entitled “«Name_of_Proposal»,”
20 dated «Date_of_Proposal» and submitted to the Clerk of the Board. The Proposal is
21 attached hereto as **Exhibit “B”** and incorporated herein as though fully set forth.

22 **1.3.** “Plans and Specifications” shall mean the plans and specifications approved by the
23 Director of Public Works, or his/her designee, for Project Number «Project_Number».
24 While COUNTY is responsible for the completeness and accuracy of the Plans and
25 Specifications for the Project, CONTRACTOR is required to review the Plans and
26 Specifications and promptly report any errors or omissions to COUNTY.

27 **2. CONTRACT COORDINATION.**

28 **2.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY

1 for all purposes under this Agreement. The Director of Public Works or his/her designee
2 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the
3 progress and execution of this Agreement.

4 **2.2.** CONTRACTOR shall assign a single Contract Manager to have overall responsibility for
5 the progress and execution of this Agreement. Should circumstances or conditions
6 subsequent to the execution of this Agreement require a substitute Contract Manager for any
7 reason, the Contract Manager designee shall be subject to the prior written acceptance and
8 approval of COUNTY's Contract Manager.

9 **3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.**

10 **3.1.** CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,
11 scheduling, coordination and contract administration necessary to construct and complete
12 the Project in a good, expeditious, workman-like and substantial manner under the terms of
13 and in full and complete compliance with this Agreement ("Work").

14 **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms,
15 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this
16 Agreement.

17 **3.3.** All described work shall be constructed, installed, placed and performed in conformance
18 with the Plans and Specifications and all Special Provisions contained therein and as directed
19 by COUNTY's engineer.

20 **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the
21 Invitation for Bid shall take precedence over the Proposal and this Agreement shall take
22 precedence over both.

23 **3.5.** CONTRACTOR shall perform such other tasks as necessary and proper for the full
24 performance of the obligations assumed by CONTRACTOR hereunder; including but not
25 limited to any additional work or change orders agreed upon pursuant to written
26 authorization as described in Section 5. Proposed additional work or change order requests,
27 when applicable, will be attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-
28 2," etc.).

1 **4. TRENCHING REQUIREMENTS AND UTILITY RELOCATION.**

2 **4.1. Four Feet (4') Below the Surface.** In the event the Project involves digging trenches or
3 other excavations that extend deeper than four feet (4') below the surface,
4 CONTRACTOR shall:

5 **4.1.1.** Promptly, and before the following conditions are disturbed, notify COUNTY, in
6 writing, of any:

7 (a) Material that CONTRACTOR believes may be material that is hazardous
8 waste, as defined in Health & Safety Code §25117, that is required to be
9 removed to a Class I, Class II or Class III disposal site in accordance with
10 provisions of existing law;

11 (b) Subsurface or latent physical conditions at the site differing from those
12 indicated by information about the site made available to bidders prior to
13 the deadline for submitting bids; and

14 (c) Unknown physical conditions at the site of any unusual nature, different
15 materially from those ordinarily encountered and generally recognized as
16 inherent in work of the character provided for in the Agreement.

17 **4.1.2.** In response to any written notice generated pursuant to Subparagraph 4.1.1,
18 COUNTY shall promptly investigate the conditions, and if it finds that the
19 conditions do materially so differ, or do involve hazardous waste, and cause a
20 decrease or increase in CONTRACTOR's cost of, or the time required for,
21 performance of any part of the Work, COUNTY shall issue a change order under
22 the procedures described in this Agreement.

23 **4.1.3.** In the event that a dispute arises between COUNTY and CONTRACTOR whether
24 the conditions materially differ, or involve hazardous waste, or cause a decrease
25 or increase in CONTRACTOR's cost of, or time required for, performance of any
26 part of the Work, CONTRACTOR shall not be excused from any scheduled
27 completion date provided for by this Agreement, but shall proceed with all Work
28 to be performed under this Agreement. CONTRACTOR shall retain any and all

1 rights provided either by contract or by law which pertain to the resolution of
2 disputes and protests between the Parties.

3 **4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000)**
4 **and Five Feet (5’) Below the Surface.** For projects involving both an estimated expenditure
5 in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five
6 feet (5’) or more in depth, CONTRACTOR shall submit a detailed plan showing the
7 design of shoring, bracing, sloping or other provisions to be made for worker protection
8 from the hazard of caving ground during the excavation of such trench. The plan must
9 be accepted by COUNTY (or by a registered civil or structural engineer, employed by
10 COUNTY, to whom authority to accept has been delegated) in advance of excavation. If
11 such plan varies from the shoring system standards, the plan shall be prepared by a
12 registered civil or structural engineer. Nothing in this Paragraph shall allow
13 CONTRACTOR to use a shoring, sloping, or protective system less effective than that
14 required by California Construction Safety Orders. Further, nothing in this Paragraph
15 shall be construed to impose tort liability on COUNTY or any of its employees.

16 **4.3. Utilities Relocation.** In the event that CONTRACTOR, in the scope of work, encounters
17 utilities not shown on COUNTY’S plans, COUNTY shall compensate CONTRACTOR
18 for utilities relocation work. COUNTY shall also waive liquidated damages for any delay
19 that occurs as a result of said encounter and/or relocation of utilities.

20 **5. CHANGE ORDERS.**

21 **5.1. Change Orders.** CONTRACTOR shall make no changes to the Work to be performed
22 pursuant to this Agreement, including but not limited to additions, deletions, modifications
23 or substitutions, nor shall CONTRACTOR perform any extra work (collectively, “Change
24 Order Work”) without the prior written consent of COUNTY. If CONTRACTOR
25 encounters conditions it considers different from those described in **Exhibit “A”** to this
26 Agreement, CONTRACTOR may request a change order in conformance with COUNTY’S
27 standard procedure (“Change Order”). If COUNTY approves the request, CONTRACTOR
28 will execute a Change Order and CONTRACTOR’S execution of the Change Order shall

1 confirm approval thereof. COUNTY may order additional work, and CONTRACTOR shall
2 perform such changes in the Work as directed by COUNTY in any Change Order prepared
3 by CONTRACTOR. COUNTY's rights to eliminate portions of the Work or to initiate a
4 Change Order shall not be limited in any way. The Change Order shall be in writing and
5 shall include:

6 **5.1.1.** Any and all supporting documents and drawings depicting the source and location
7 of the desired change, and explain in detail the field conditions and reasons for the
8 requested change;

9 **5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a result
10 of changes in the Work based on a lump sum or time and material basis, as may be
11 directed by COUNTY; and

12 **5.1.3.** Any request for adjustments to time for completion of the Project.

13 **5.2.** Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any
14 compensation for work, labor, materials or changes of any kind, regardless of whether
15 ordered by COUNTY or any of its representatives, unless a Change Order has been
16 submitted in writing and approved prior to the commencement of any Change Order Work
17 as described above. If the changes are required by any inspecting governmental agencies or
18 utility companies, or are otherwise required to comply with any codes, laws, rules or
19 regulations, including those set forth in this Agreement, then CONTRACTOR shall not be
20 entitled to any increases in the compensation set forth in this Agreement or other
21 compensation as a result of the changes.

22 **5.3.** Disputed Change Order Work. Any dispute concerning the performance of such Change
23 Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY
24 shall not affect CONTRACTOR's obligation to perform such Change Order Work.
25 CONTRACTOR agrees that it shall timely complete all Change Order Work even if there
26 shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the
27 Change Order Work. CONTRACTOR shall have the right to be compensated for any
28 undisputed Change Order Work amounts as determined to be undisputed in COUNTY's

1 sole discretion.

2 **5.4.** Authorized Representative. No Change Order shall be valid or binding against COUNTY
3 unless such Change Order has been executed by COUNTY's designated representative, who
4 is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the
5 designated representative is changed.

6 **5.5.** Limits. When applicable, the authority to execute a Change Order on this Project shall not
7 exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142
8 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five
9 percent (25%) of the amount set forth in this Agreement and based on a need for additional
10 quantities due to an increase in the unit quantities required to complete the project in excess
11 of the COUNTY's Engineer's estimate of unit quantities as set forth in the Invitation to Bid,
12 CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139
13 and section 4 of the Standard Specifications, State of California, Business, Transportation
14 and Housing Agency, May 2006 Issued by the Department of Transportation ("Caltrans
15 Standard Specifications") referred to in **Exhibit "A"** and incorporated herein by reference.

16 **6. REPRESENTATIONS BY CONTRACTOR.**

17 **6.1.** CONTRACTOR understands and agrees that COUNTY has limited knowledge in the
18 construction specified in the description of work. CONTRACTOR has represented itself to
19 be expert in these fields and understands that COUNTY is relying upon such representation.

20 **6.2.** CONTRACTOR represents and warrants that it is a lawful entity possessing all required
21 licenses and authorities to do business in the State of California and perform all aspects
22 of this Agreement.

23 **6.3.** CONTRACTOR shall not commence any work under this Agreement or provide any
24 other services, or materials, in connection therewith until CONTRACTOR has received
25 written authorization from the Director of Public Works, or his/her designee ("Notice to
26 Proceed") to do so.

27 **6.4.** CONTRACTOR represents and warrants that the people executing this Agreement on
28 behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement

1 and bind CONTRACTOR to the performance of all duties and obligations assumed by
2 CONTRACTOR herein.

3 **6.5.** CONTRACTOR represents and warrants that any employee, contractor, subcontractor and
4 agent who will be performing any of the duties and obligations of CONTRACTOR herein
5 possess all required licenses and authorities, as well as the experience and training, to
6 perform such tasks.

7 **6.6.** CONTRACTOR represents and warrants that the allegations contained in its Proposal are
8 true and correct.

9 **6.7.** CONTRACTOR understands that COUNTY considers the representations made herein
10 to be material and would not enter into this Agreement with CONTRACTOR if such
11 representations were not made.

12 **6.8.** Retention and Access of Books and Records. CONTRACTOR represents and warrants
13 that it shall maintain books, records, documents, reports and other materials developed
14 under this Agreement as follows:

15 **6.8.1.** CONTRACTOR shall hold and possess as the property of COUNTY all papers,
16 books, files, correspondence and other records of all kinds which at any time shall
17 come into its possession or under its control relating only to services performed
18 by CONTRACTOR under this Agreement for a minimum period of five (5) years,
19 or for any longer period required by law, from the date said papers came into the
20 possession of CONTRACTOR pursuant to this Agreement.

21 **6.8.2.** Any records or documents required to be maintained by CONTRACTOR
22 pursuant to this Agreement shall be made available to COUNTY for inspection or
23 audit, at any time during CONTRACTOR's regular business hours provided
24 COUNTY provides CONTRACTOR with seven (7) days advanced written or oral
25 notice. Copies of such documents shall, at no cost to COUNTY, be provided to
26 COUNTY for inspection at CONTRACTOR's address indicated for receipt of
27 notices under this Agreement.

28 **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR

1 pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of
2 termination of this Agreement.

3 **6.8.4.** CONTRACTOR represents and warrants that it has not been engaged by, nor will
4 it be engaged by and owes no duty of performance to any other person or entity
5 that would constitute a conflict. For breach or violation of this warranty,
6 COUNTY shall amongst other remedies at law, have the right to terminate this
7 Agreement without liability, or at its sole discretion, to deduct from the
8 Agreement price or consideration, or otherwise recover the full amount of such
9 fee, commission, percentage brokerage fee, gift or contingent fee paid or received
10 from another entity or person.

11 **6.9.** CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full
12 compliance with all applicable Federal, State and local statues, rules, regulations and
13 policies and procedures, regardless of whether they are expressly set forth in this
14 Agreement. It is understood that in the event COUNTY is investigated or audited by any
15 State or Federal governmental agency, or any other recognized investigative/auditing
16 entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful
17 request for information.

18 **7. TERM OF AGREEMENT.**

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

22 **8. COMPENSATION.**

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

28 **9. PAYMENT AND RETENTION OF FUNDS.**

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

3 **9.1. Retention.**

4 **9.1.1.** In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall
5 generally retain five percent (5%) of the total compensation payable under this
6 Agreement until the Work to be performed has been completed in accordance with
7 this Agreement, as determined by COUNTY, and payment in full of all of
8 CONTRACTOR's subcontractors has been certified.

9 **9.1.2.** The 5% retention amount may be exceeded if the COUNTY's Board of Supervisors
10 has approved a finding, during a properly noticed and normally scheduled public
11 hearing conducted either prior to or concurrent with authorizing this Project to go
12 out to bid, that the Project is substantially complex and therefore requires a higher
13 retention amount than 5%. Should the retention amount exceed 5% for this Project,
14 then the actual retention amount will be listed in the Plans and Specifications, along
15 with the findings justifying the increased retention amount.

16 **9.2. Substitution of Retention.**

17 **9.2.1.** CONTRACTOR may elect to substitute securities for any retention of funds by
18 COUNTY to ensure performance under this Agreement. At the request and
19 expense of CONTRACTOR, securities equivalent to the amount retained shall be
20 deposited with the COUNTY, or with a state or federally chartered bank in this state
21 as the escrow agent, who shall then return the securities to CONTRACTOR once
22 the Work to be performed has been completed in accordance with this Agreement,
23 as determined by COUNTY, and payment in full of all of CONTRACTOR's
24 subcontractors has been certified.

25 **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment of
26 retentions earned directly to the escrow agent at the expense of CONTRACTOR.
27 CONTRACTOR, at its sole cost and expense, may direct the investment of the
28 payments into securities, and CONTRACTOR shall receive the interest earned on

1 the investments upon the same terms provided for in this Section for securities
2 deposited by CONTRACTOR. Once the Work to be performed has been
3 completed in accordance with this Agreement, as determined by COUNTY, and
4 payment in full of all of CONTRACTOR's subcontractors has been certified,
5 CONTRACTOR shall receive from the escrow agent all securities, interest, and
6 payments received by the escrow agent from COUNTY, pursuant to the terms of
7 this Section.

8 **9.2.3.** Securities eligible for investment under this Section shall include those listed in Cal.
9 Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing
10 demand deposit accounts, standby letters of credit, or any other security mutually
11 agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the
12 beneficial owner of any securities substituted for retained funds and shall receive
13 any interest thereon.

14 **9.2.4.** Substitution of securities shall be conducted through an Escrow Agreement
15 substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

16 **9.2.5.** Notwithstanding any other provision in this Section, substitution of securities is
17 prohibited where funding for the Project, in whole or in part, will be provided by
18 the Farmers Home Administration of the United States Department of Agriculture
19 pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921
20 et seq.), or where otherwise disallowed by federal law.

21 **10. METHOD OF PAYMENT.**

22 **10.1.** CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit
23 to COUNTY's Director of Public Works or his/her designee, a complete and accurate
24 written claim for compensation for services performed. The claim shall be in a format
25 approved by COUNTY. COUNTY shall make no payment prior to the claims being
26 approved in writing by the Director of Public Works or his/her designee.

27 **10.2.** After determining that the claim is a proper payment request, the Director of Public
28 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed

1 and properly submitted claims approved for payment within ten (10) days following the
2 date the claim was submitted to his/her Department.

3 **10.3.** CONTRACTOR may expect to receive payment within a reasonable time thereafter and
4 in any event in the normal course of business within thirty (30) days after the undisputed
5 and properly submitted claim is submitted.

6 **10.4.** Any claim determined to be an improper payment request shall be returned to
7 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt with
8 a written explanation as to why the claim is an improper request for payment.

9 **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code
10 §20104.50, CONTRACTOR must properly fill out all written claims for compensation for
11 services performed.

12 **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure §685.010
13 in the event payment is not made within thirty (30) days of an undisputed properly submitted
14 request.

15 **11. INDEMNIFICATION.**

16 **11.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,
17 protect and hold COUNTY and its representatives, officers, directors, designees,
18 employees, agents, successors and assigns harmless from any and all claims, expenses,
19 liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law
20 or equity, of every kind and nature whatsoever arising out of or in connection with
21 CONTRACTOR's negligent acts and omissions or willful misconduct under this
22 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY,
23 but does not include Claims that are finally determined to be the result of the sole
24 negligence or willful misconduct of COUNTY.

25 **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and
26 hold COUNTY harmless from all Claims, including but not limited to:

27 **11.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
28 sickness or disease or death to persons including but not limited to COUNTY's

1 representatives, officers, directors, designees, employees, agents, successors and
2 assigns, subcontractors and other third parties and/or damage to property of
3 anyone (including loss of use thereof) arising out of CONTRACTOR's negligent
4 performance of, or willful misconduct surrounding, any of the terms contained in
5 this Agreement, or anyone directly or indirectly employed by CONTRACTOR or
6 anyone for whose acts CONTRACTOR may be liable;

7 **11.2.2.** Liability arising from injuries to CONTRACTOR and/or any of
8 CONTRACTOR's employees or agents arising out of CONTRACTOR's
9 negligent performance of, or willful misconduct surrounding, any of the terms
10 contained in this Agreement, or anyone directly or indirectly employed by
11 CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

12 **11.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
13 regulation, standard, ordinance or statute caused by the negligent action or
14 inaction, or willful misconduct of CONTRACTOR or anyone directly or
15 indirectly employed by CONTRACTOR or anyone for whose acts
16 CONTRACTOR may be liable, including but not limited to:

17 **(a)** Any loss of funding, penalties, fees, or other costs resulting from
18 CONTRACTOR's failure to adhere to Disadvantaged Business Enterprise
19 requirements and/or goals, as determined by COUNTY or such other
20 lawful entity in charge of monitoring Disadvantaged Business Enterprise
21 compliance;

22 **(b)** Any loss of funding, penalties, fees, or other costs resulting from
23 CONTRACTOR's failure to adhere to prevailing wage requirements, as
24 determined by COUNTY, the California Department of Industrial
25 Relations, or such other lawful entity in charge of monitoring prevailing
26 wage compliance;

27 **11.2.4.** Infringement of any patent rights which may be brought against COUNTY arising
28 out of CONTRACTOR's work;

1 make any claim against any COUNTY fringe benefit program, including, but not limited
2 to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance
3 plan, or any other type of benefit program, plan, or coverage designated for, provided to,
4 or offered to COUNTY's employee.

5 **12.7.** COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State,
6 or local tax, including, but not limited to, any personal income tax, owed by
7 CONTRACTOR.

8 **12.8.** CONTRACTOR is, and at all times during the term of this Agreement shall represent and
9 conduct itself as, an independent contractor, not an employee of COUNTY.

10 **12.9.** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind
11 or obligate COUNTY in any way without the written consent of COUNTY.

12 **13. INSURANCE.**

13 **13.1.** CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,
14 during the entire term of this Agreement and any extended term therefore, insurance in a
15 sum acceptable to COUNTY and adequate to cover potential liabilities arising in
16 connection with the performance of this Agreement and in any event not less than the
17 minimum limit set forth in the "Minimum Insurance Amounts" attachment to the Plans
18 and Specifications which are incorporated as if set forth fully herein.

19 **13.2. Special Insurance Requirements.** All insurance required shall:

20 **13.2.1.** Be procured from California admitted insurers (licensed to do business in
21 California) with a current rating by Best's Key Rating Guide, acceptable to
22 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
23 ratings must be approved in writing by COUNTY.

24 **13.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
25 maintained by COUNTY shall be in excess of CONTRACTOR's insurance
26 coverage and shall not contribute to it.

27 **13.2.3.** Name COUNTY as an additional insured on all policies, except Workers'
28 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. Certificates of Insurance. 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

1 prior to beginning work on the Project.

2 **14.4.** If CONTRACTOR has no employees, initial here: _____.

3 **15. WARRANTY.**

4 **15.1. One Year Warranty.** CONTRACTOR agrees to provide a one-year warranty for all of its
5 work and component parts and guarantees that all work shall be performed in a
6 professional and workman-like manner and be free from defects. CONTRACTOR
7 guarantees to timely correct all work performed by it under this Agreement which
8 COUNTY determines to be defective in design, material and/or workmanship within a
9 period of one (1) year from the date of the completion of the Work. The warranties set
10 forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and
11 case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly
12 agrees that all warranties made by CONTRACTOR, all obligations under this Agreement
13 and all remedies for breach of such warranties shall survive this Agreement in the event
14 it is terminated or expires for any reason prior to the running of the full warranty periods
15 listed above.

16 **15.2. Materials.** All materials furnished by CONTRACTOR shall be new, manufactured
17 during the current year, of first quality and carrying full manufacturer's warranty.
18 CONTRACTOR shall be responsible for any expiration of manufacturer or other
19 warranties of material or equipment being supplied for this Agreement. CONTRACTOR
20 guarantees that all warranties of material and equipment shall become effective when the
21 project is accepted by COUNTY's Board of Supervisors, not at time of installation by
22 CONTRACTOR.

23 **15.3. Manufacturers' Warranty Information.** CONTRACTOR agrees to promptly provide such
24 information and maintenance recommendations to COUNTY at the inception of
25 CONTRACTOR's work to the extent such information is reasonably available.

26 **16. DEFAULT AND REMEDIES.**

27 **16.1. Default.** In the event that (i) CONTRACTOR files a petition requesting relief under any
28 bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit

1 of creditors or has a receiver appointed on account of its insolvency, or (ii)
2 CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly
3 skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR fails
4 to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt
5 payment to its subcontractors and suppliers for materials or labor supplied or permits any
6 lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR
7 disregards any laws or orders of any public or private authority having jurisdiction over
8 the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with any
9 of the terms of this Agreement or breaches any provision of this Agreement, COUNTY
10 may give notice of such failure or breach to CONTRACTOR, identifying the failure or
11 breach of this Agreement. Should any such failure or breach continue for twenty-four
12 (24) hours after delivery of notice without a good faith effort on the part of
13 CONTRACTOR to commence all necessary corrective action, or should such a breach
14 continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time
15 such failure shall be deemed a default by CONTRACTOR under this Agreement and
16 COUNTY shall have all rights and remedies available at law or in equity, including the
17 right to terminate this Agreement. Without limiting its rights and remedies, COUNTY
18 may then proceed as follows:

19 **16.1.1.** Without terminating this Agreement or the obligations of CONTRACTOR
20 hereunder as to all of the Work required to be performed or furnished by
21 CONTRACTOR pursuant to this Agreement, COUNTY may require
22 CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may
23 exist in the performance of CONTRACTOR's obligations hereunder within forty-
24 eight (48) hours after such default(s) has/have occurred including but not limited
25 to repairing, replacing and correcting material or Work determined by COUNTY
26 to be defective or not complying with the requirements of this Agreement. Should
27 CONTRACTOR fail to timely repair, replace and/or correct non-complying or
28 defective materials and workmanship or otherwise cure its default(s) hereunder,

1 and in the case of emergencies in which case COUNTY may act immediately if
2 CONTRACTOR is not available or is not responding, and without further notice,
3 COUNTY may make required repairs, replacements and other corrections or
4 otherwise remedy the default by CONTRACTOR pursuant to the subparagraph
5 below.

6 **16.1.2.** Without terminating this Agreement or the obligations of CONTRACTOR
7 hereunder as to all of the Work required to be performed or furnished by
8 CONTRACTOR pursuant to this Agreement, COUNTY may engage another
9 contractor to perform such portion of CONTRACTOR's Work required pursuant
10 to this Agreement or furnish any materials or other items required hereunder as
11 COUNTY in its sole discretion may deem necessary to avoid delay in the progress
12 of the Work, and in connection therewith, COUNTY may perform such Work or
13 any portion thereof itself or have the same performed by others and COUNTY
14 may procure all necessary materials, equipment or other items required for the
15 continued progress of such Work. The costs incurred by COUNTY as a result of
16 engaging another contractor shall be deducted from the compensation payable
17 pursuant to this Agreement and if COUNTY's costs exceed or may reasonably be
18 anticipated to exceed the balance of the compensation due to CONTRACTOR for
19 such work, such excess, or anticipated excess, shall be immediately due and owing
20 from CONTRACTOR to COUNTY and may be withheld from any funds due to
21 CONTRACTOR pursuant to this Agreement or any other agreement.

22 **16.1.3.** COUNTY may terminate CONTRACTOR's right to perform upon written notice
23 and COUNTY shall then have the option of completing the Work or any portion
24 thereof by exercise of its interest under the performance bond issued in favor by
25 CONTRACTOR, or having such Work in whole or in part be completed by others
26 for CONTRACTOR's account. A calculation shall take place at the conclusion
27 of the Project wherein to the degree the sum of COUNTY's costs and any amounts
28 paid to complete the Project exceed the compensation payable pursuant to this

1 Agreement, then any such excess shall be immediately due and owing from
2 CONTRACTOR to COUNTY.

3 **16.2. Damages.** CONTRACTOR shall be liable for all damages suffered by COUNTY by
4 reason of CONTRACTOR's default in any provision of this Agreement and the exercise
5 of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR
6 of such liability. CONTRACTOR shall have no right to receive any further payment after
7 a default has occurred until such time as the Work to be performed by CONTRACTOR
8 pursuant hereto has been completed and accepted by COUNTY and damages suffered by
9 COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of
10 exclusion, COUNTY's costs of completing the Work which exceeds the compensation
11 payable pursuant to this Agreement, other general, liquidated, special or consequential
12 damages, attorney fees and costs.

13 **16.3. Actions After Default.** Should COUNTY exercise any of its options, remedies or rights
14 granted pursuant to the terms of this Agreement in the event of a default by
15 CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use
16 any materials, supplies, tools or equipment on the work site which belong to
17 CONTRACTOR to complete the Work required to be completed by CONTRACTOR,
18 whether such work is completed by COUNTY or by others, and CONTRACTOR agrees
19 that it shall not remove such materials, supplies, tools and equipment from the work site
20 unless directed in writing by COUNTY to do so.

21 **16.4. Limit on Force Majeure Damages.** CONTRACTOR shall not be responsible for repairing
22 or restoring damage to work caused by an act of God in excess of five (5) percent of the
23 contract amount, provided that the work damaged is built in accordance with accepted
24 and applicable building standards and the plans and specifications of COUNTY. In the
25 event of such damage, COUNTY may, at its option, elect to terminate this Agreement.
26 For purposes of this Agreement, an "act of God" shall be defined as an earthquake in
27 excess of 3.5 on the Richter Scale and a tidal wave.

28 **16.5. Resolution of Claims.** COUNTY and CONTRACTOR agree to follow and comply with

1 the mediation, arbitration, claim, civil action procedure and trial de novo provisions set
2 forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.

3 **16.6. No Limitation of Rights.** The options and rights granted to COUNTY herein shall not be
4 deemed as limitations upon the other rights and remedies of COUNTY in the event of a
5 failure of performance or breach by CONTRACTOR, and COUNTY shall be entitled to
6 exercise the rights and remedies hereinabove specified and all other rights and remedies
7 which may be provided in this Agreement or by law or in equity, either cumulatively or
8 consecutively, and in such order as COUNTY in its sole discretion shall determine.

9 **17. NON-DISCRIMINATION.**

10 **17.1.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall
11 not unlawfully discriminate, harass or allow harassment against any employee or
12 applicant for employment because of sex, race, color, ancestry, religious creed, national
13 origin, physical disability (including HIV and AIDS), mental disability, medical
14 condition (cancer), age (over forty (40)), marital status and denial of family care leave.

15 **17.2.** CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of
16 their employees and applicants for employment are free from such discrimination and
17 harassment.

18 **17.3.** CONTRACTOR and its subcontractors shall comply with the provisions of the Fair
19 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
20 regulations promulgated thereunder (California Code of Regulations, Title 2, Section
21 7285 et seq.).

22 **17.4.** The applicable regulations of the Fair Employment and Housing Commission
23 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
24 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
25 reference and made a part hereof as if set forth in full.

26 **17.5.** The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
27 §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if
28 set forth in full.

1 **17.6.** CONTRACTOR and its subcontractors shall give written notice of their obligations under
2 this clause to labor organizations with which they have a collective bargaining or other
3 agreement.

4 **17.7.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this
5 clause in all subcontracts to perform Work under this Agreement.

6 **18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

7 **18.1.** When applicable, CONTRACTOR and its subcontractors shall reference and abide by
8 the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained
9 in the California Department of Transportation’s Standard Specifications.

10 **18.2.** CONTRACTOR represents and warrants that is has fully read the applicable DBE
11 requirements pertaining to this Project and has fully and accurately completed any and
12 all required DBE forms.

13 **18.3.** CONTRACTOR represents and warrants that it will comply with all applicable DBE
14 requirements for this Project.

15 **18.4.** CONTRACTOR shall comply with the applicable DBE provisions attached hereto as
16 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

17 **18.5.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY
18 due to CONTRACTOR’s failure to either comply with the DBE requirements set forth in
19 the RFP and this Agreement, or to meet the mandatory DBE goals as determined by
20 COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or
21 federal agency contributing funds to the Project, then CONTRACTOR shall fully
22 reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct
23 any such loss in funding from the amount of compensation due to CONTRACTOR under
24 this Agreement.

25 **18.6.** In addition to the above, CONTRACTOR’s failure to comply with DBE
26 requirements/goals shall subject it to such sanctions as are permitted by law, which may
27 include, but shall not be limited to the following:

28 **18.6.1.** Termination of this Agreement;

1 **18.6.2.** Withholding monthly progress payments;

2 **18.6.3.** Denial of payment for any portion of the Project that was committed at the time
3 of the execution of this Agreement to be performed by a DBE subcontractor, but
4 was completed by CONTRACTOR or a substitute non-DBE subcontractor;

5 **18.6.4.** Compensatory, special, incidental, liquidated and other damages; and/or

6 **18.6.5.** Designation of CONTRACTOR as “nonresponsible,” and disqualification from
7 bidding on future public works projects advertised by COUNTY.

8 **19. PREVAILING WAGE.**

9 **19.1.** CONTRACTOR and its subcontractors shall pay all workers employed on the Project the
10 higher of either the rates determined by the Director of the California Department of
11 Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates as
12 supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage
13 rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are
14 on file with the Department of Industrial Relations, Division of Apprenticeship Standards,
15 445 Golden Gate Avenue, San Francisco, California, and at COUNTY’s Department of
16 Public Works, and are available to CONTRACTOR and any other interested party upon
17 request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at
18 the Project site.

19 **19.2.** CONTRACTOR is aware of Labor Code Sections 1720 et seq, and 1770 et seq., as well
20 as California Code of Regulations, Title 8 , Section 16000 et seq. (“Prevailing Wage
21 Law”), which require the payment of prevailing wage rates and the performance of other
22 requirements on certain “public works” projects, including work done for irrigation,
23 utility, reclamation, and improvement districts, and other districts of this type. The Work
24 on the Project involves “public works”, as defined by the Prevailing Wage Laws, and the
25 total compensation is \$1,000 (one thousand) dollars or more. Contractor therefore agrees
26 to fully comply with such Prevailing Wage Laws. To the extent required under the Civil
27 Code or any other provision of law, Contractor shall deliver bonds to secure the payment
28 of its workers and subcontractors, including the payment of wages to works performing

1 the work identified in Labor Code section 1720(a)(2).

2 **19.3.** CONTRACTOR is responsible for compliance with the provisions herein.

3 **19.4.** Mandatory Registration with the Department of Industrial Relations – NEW
4 REQUIREMENTS PURSUANT TO SB 854.

5 **19.4.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all
6 applicable fees as set forth in Labor Code section 1725.5.

7 **19.4.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed
8 on any bid proposal for a public works project (submitted on or after March 1,
9 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The
10 requirements of this section shall apply unless one of the limited exceptions
11 provided under Labor Code Section 1771.1(a) applies.

12 **19.4.3.** CONTRACTOR and its subcontractors acknowledge that they shall not be
13 awarded any contract for public work on a public works project (awarded on or
14 after April 1, 2015) unless registered with the DIR pursuant to Labor Code section
15 1725.5.

16 **19.4.4.** The Project described herein is subject to compliance monitoring and enforcement
17 with the DIR.

18 **19.4.5.** For further information concerning compliance with SB 854, please visit:
19 <http://www.dir.ca.gov/Public-Works/SB854.html>.

20 **19.5.** Cognizance of Violations by County.

21 **19.5.1.** CONTRACTOR understands and agrees that COUNTY shall take cognizance of
22 violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code
23 committed in the course of the execution of this Agreement, and shall promptly
24 report any suspected violations to the Labor Commissioner.

25 **19.5.2.** If CONTRACTOR determines as a result of its own investigation that there has
26 been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code
27 and withholds payment to CONTRACTOR, the procedures in California Labor
28 Code §1771.6 shall be followed.

1 **19.5.3.** CONTRACTOR may bring an action in a court of competent jurisdiction to
2 recover from COUNTY the difference between the wages actually paid to an
3 employee and the wages that were required to be paid to an employee pursuant to
4 Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties
5 required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California
6 Labor Code, and costs and attorney’s fees related to the action, if either of the
7 following is true:

8 **(a)** COUNTY previously affirmatively represented to CONTRACTOR in
9 writing, in the call for bids, or otherwise, that the Work was not a “public
10 work,” as defined in Chapter 1 of Part 7 of Division 2 of the California
11 Labor Code; or

12 **(b)** COUNTY received actual written notice from the Department of
13 Industrial Relations that the Work is a “public work,” as defined in
14 Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed
15 to disclose that information to CONTRACTOR before the bid opening or
16 award.

17 **19.6.** Prevailing Wage Rates and Payroll Records.

18 **19.6.1.** CONTRACTOR agrees to comply with §§1775 and 1776 of the California Labor
19 Code relating to the payment of prevailing wage and the maintenance of certified
20 payroll records and to make the certified payroll records available for inspection
21 at all reasonable hours at CONTRACTOR’s principal office. The responsibility
22 for compliance with these provisions is fixed with CONTRACTOR.
23 CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY,
24 forfeit specific monetary fines for each worker paid less than the prevailing wage
25 rates as determined by the Labor Commissioner for the work or craft in which the
26 worker is employed for any Work done pursuant to this Agreement.

27 **19.6.2.** *Prevailing Wage Compliance For those Projects subject to DIR Monitoring and*
28 *Enforcement.* CONTRACTOR has reviewed and agrees to comply with any

1 applicable provisions for those Projects subject to Department of Industrial
2 Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY
3 hereby notifies CONTRACTOR that CONTRACTOR is responsible for
4 complying with the requirements of Senate Bill 854 (SB854) regarding certified
5 payroll record reporting. Further information concerning the requirements of
6 SB854 is available on the DIR website located at: [http://www.dir.ca.gov/Public-
7 Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

8 **19.6.3.** CONTRACTOR shall be liable for penalties pursuant to this section when a
9 subcontractor on the Project fails to pay its workers the general prevailing rate of
10 per diem wages and any of the following conditions are met:

- 11 (a) CONTRACTOR had knowledge of that failure of the subcontractor to pay
12 the specified prevailing rate of wages to those workers; or
- 13 (b) CONTRACTOR fails to comply with the following requirement: The
14 contract executed between CONTRACTOR and the subcontractor for the
15 performance of Work on the Project shall include a copy of the provisions
16 of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815;
17 and
- 18 (c) CONTRACTOR fails to comply with the following requirement:
19 CONTRACTOR shall monitor the payment of the specified general
20 prevailing rate of per diem wages by the subcontractor to the employees,
21 by periodic review of the certified payroll records of the subcontractor;
22 and
- 23 (d) Upon becoming aware of the failure of the subcontractor to pay his or her
24 workers the specified prevailing rate of wages, CONTRACTOR shall
25 diligently take corrective action to halt or rectify the failure, including, but
26 not limited to, retaining sufficient funds due the subcontractor for work
27 performed on the public works project; and
- 28 (e) Prior to making final payment to the subcontractor for Work performed

1 on the Project, CONTRACTOR shall obtain an affidavit signed under
2 penalty of perjury from the subcontractor that the subcontractor has paid
3 the specified general prevailing rate of per diem wages to his or her
4 employees on the Project and any amounts due pursuant to California
5 Labor Code §1813.

6 **19.7. Work Day and Work Week Requirements.** CONTRACTOR agrees to comply with
7 §§1810 through 1815 of the California Labor Code and, when applicable, sections 103
8 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq.,
9 as supplemented by the Department of Labor regulations, which provide that
10 CONTRACTOR's workers and its subcontractor's workers may not be required or
11 permitted to work more than eight (8) hours in any one (1) calendar day and forty (40)
12 hours in any one (1) calendar week. Further, work performed by employees of
13 CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40)
14 hours during any one (1) week, shall be compensated for all hours worked in excess of
15 eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
16 The responsibility for compliance with these provisions is fixed with CONTRACTOR.
17 CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit
18 specific monetary fines to COUNTY should CONTRACTOR or its subcontractors fail to
19 comply with the provisions contained within this Paragraph.

20 **19.8. Apprenticeship Requirements.**

21 **19.8.1.** CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the
22 California Labor Code relating to the employment of apprentices and to provide
23 COUNTY with copies of any contract award information and verified statements
24 of the journeyman and apprentice hours performed pursuant to this Agreement as
25 required by §1777.5(e). The responsibility for compliance with these provisions
26 is fixed with CONTRACTOR for all apprenticeable occupations, where
27 journeymen in the craft are employed on the public work, in a ratio of not less
28 than one (1) apprentice for each five (5) journeymen (unless an exemption is

1 granted in accordance with §1777.5) and CONTRACTOR and its subcontractors
2 shall not discriminate among otherwise qualified employees as indentured
3 apprentices on any public work solely on the ground of race, religious creed, color,
4 national origin, ancestry, sex, or age, except as provided in California Labor Code
5 §3077. Only apprentices, as defined in California Labor Code §3077, who are in
6 training under apprenticeship standards and who have signed written apprentice
7 agreements will be employed on public works in apprenticeable occupations.
8 This section shall not be enforced if the not-to-exceed amount of this Agreement
9 set forth and/or incorporated in the “COMPENSATION” Section is less than
10 thirty thousand dollars (\$30,000).

11 **19.8.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5,
12 COUNTY shall, within five (5) days of the award, send a copy of the award to the
13 Division of Apprenticeship Standards. In addition, COUNTY shall notify the
14 Division of Apprenticeship Standards of a finding of any discrepancy regarding
15 the ratio of apprentices to journeymen within five (5) days of the finding.

16 **19.9. Labor Standards Compliance Requirements.**

17 **19.9.1.** It is CONTRACTOR’s responsibility to provide all labor compliance
18 documentation from its subcontractors completely and accurately in a timely
19 manner. CONTRACTOR is responsible to review promptly and then forward on
20 all required documentation to COUNTY per the time schedules in the Labor
21 Compliance Handout. Included with the Labor Compliance Handout, COUNTY
22 will provide training, documentation requirements, forms, etc., at the
23 preconstruction conference or at a time designated by COUNTY.

24 **19.9.2.** In the event, during the review process of labor compliance documentation from
25 COUNTY’s labor compliance monitor, inaccurate, missing or incomplete
26 information was provided, the labor compliance monitor will request from
27 CONTRACTOR the items, revisions and documentation needed. The cost of this
28 additional labor compliance enforcement shall be borne by CONTRACTOR.

1 **20. INELIGIBILITY.**

2 **20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible
3 to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

4 **20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects
5 pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be
6 prohibited from bidding on, being awarded an agreement for, or performing work as a
7 subcontractor on this Project, or any other public works project within the state of
8 California.

9 **21. SIGNAGE REQUIREMENTS.**

10 **21.1. Project Identity Signage.** CONTRACTOR is required to provide and install the required
11 project identity signage as detailed in the Plans and Specifications, in the size and at the
12 location indicated by the Director of Public Works or his/her designee, and to maintain
13 the signage in good condition for the duration of the Project. The signage may not be
14 removed until the Notice of Completion is recorded or by written direction of the Director
15 of Public Works or his/her designee.

16 **21.2. Required Employee Signage and Posters.** CONTRACTOR is required to provide and
17 install the Federal and State required employee posters and the required material
18 pertaining to the required labor standards provisions are posted (including, but not limited
19 to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a
20 prominent and accessible place.

21 **21.3. Section 3 Compliant Signage.** If required by COUNTY, CONTRACTOR is directed to
22 provide and install the “Offer for Employment” signage as detailed in the Plans and
23 Specifications in the size and at the location indicated by the Director of Public Works or
24 his/her designee and to maintain the signage in good condition for the duration of the
25 Project. The signage may not be removed until the Notice of Completion is recorded or
26 by written direction of the Director of Public Works or his/her designee.

27 **22. CONFLICT OF INTEREST AND GRATUITIES.**

28 **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any interest,

1 direct or indirect, which could conflict in any manner or degree with the performance of
2 services required to be performed under this Agreement. CONTRACTOR further agrees
3 that in the performance of this Agreement, no person having any such interest shall be
4 employed.

5 **22.2.** CONTRACTOR agrees to designate such person or persons who have responsibility for
6 carrying out the services under this Agreement and that such person or persons as may be
7 designated shall take any and all actions necessary to comply with COUNTY's Conflict
8 of Interest Code adopted pursuant to California Government Code §81000 to the extent
9 required thereunder.

10 **22.3.** If it is found, after notice and hearing by COUNTY, that gratuities (in the form of
11 entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any
12 agent or representative of CONTRACTOR, to any officer, employee or agent of
13 COUNTY with a view toward securing a contract or securing favorable treatment with
14 respect to the awarding or amending or the making of any determinations with respect to
15 the performance of this Agreement, COUNTY may, by written notice to
16 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this
17 Agreement and/or may pursue such other rights and remedies provided by law or under
18 this Agreement.

19 **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be entitled
20 to:

21 **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the event
22 of a breach of the Agreement by CONTRACTOR; and

23 **22.4.2.** As a penalty in addition to any other damages to which it may be entitled by law,
24 to exemplary damages in an amount (as determined by COUNTY) which shall be
25 not less than three (3) nor more than ten (10) times the costs incurred by
26 CONTRACTOR in providing any such gratuities to any such officer, employee
27 or agent.

28 **23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

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

6 **24. COPELAND “ANTI-KICKBACK” ACT COMPLIANCE.**

7 When applicable, CONTRACTOR agrees to comply with the Copeland Act
8 (*18 USC §874* and *40 USC §276c; 29 C.F.R. Part 3*) which precludes CONTRACTOR and its
9 subcontractors from in any way inducing an employee to give up any part of the compensation to which
10 he or she is entitled under his or her contract of employment. CONTRACTOR and its subcontractors
11 shall submit a weekly statement of the wages paid to each employee performing on covered work during
12 the preceding payroll period. CONTRACTOR understands and agrees that should CONTRACTOR its
13 subcontractors induce an employee working on a covered contract to give up any part of the
14 compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar
15 (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR also understands and
16 agrees that willful falsification of the statement of compliance may subject the employer to civil or
17 criminal prosecution and may be cause for contract termination or debarment. The responsibility for
18 compliance with these provisions is fixed with CONTRACTOR.

19 **25. FAIR LABOR STANDARDS ACT COMPLIANCE.**

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

24 **26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**
25 **RESPONSIBILITY MATTERS.**

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

1 **27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT**
2 **SPECIFICATIONS.**

3 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of
4 41 C.F.R. 60-4.2 relating to the “Equal Opportunity Clause” and the “Standard Federal Equal
5 Employment Specifications.” The responsibility for compliance with this provision is fixed with
6 CONTRACTOR.

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

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

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

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

24 **30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

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

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

2 **31.1.** During the performance of this Agreement, CONTRACTOR assures that no otherwise
3 qualified person shall be excluded from participation or employment, denied program
4 benefits or be subjected to discrimination based on race, color, national origin, gender,
5 age or handicap, under any program or activity funded by this Agreement, as required by
6 Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community
7 Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all
8 implementing regulations. The responsibility for compliance with these provisions is
9 fixed with CONTRACTOR.

10 **31.2.** CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color,
11 national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry
12 out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration
13 of Department of Transportation assisted contracts. Failure by CONTRACTOR to carry
14 out these requirements is a material breach of this Agreement, which may result in the
15 termination of this Agreement, or such other remedy as COUNTY deems appropriate.
16 CONTRACTOR shall include the nondiscrimination and compliance provisions of this
17 Paragraph in all subcontracts to perform Work under this Agreement.

18 **32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

19 **32.1.** CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into
20 any contract for construction work, or modification thereof, as defined in the regulations
21 of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part
22 with funds obtained from the Federal Government or borrowed on the credit of the
23 Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or
24 undertaken pursuant to any Federal program involving such grant, contract, loan,
25 insurance, or guarantee, the following equal opportunity clause. For the purposes of this
26 Subsection, the term “contractor” shall refer to CONTRACTOR, and the term “contract”
27 shall refer to this Agreement:

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

- 1 (1) *The contractor will not discriminate against any employee or applicant for*
2 *employment because of race, color, religion, sex, or national origin. The*
3 *contractor will take affirmative action to ensure that applicants are*
4 *employed, and that employees are treated during employment, without*
5 *regard to their race, color, religion, sex, or national origin. Such action*
6 *shall include, but not be limited to the following: Employment, upgrading,*
7 *demotion, or transfer, recruitment or recruitment advertising; layoff or*
8 *termination; rates of pay or other forms of compensation; and selection for*
9 *training, including apprenticeship. The contractor agrees to post in*
10 *conspicuous places, available to employees and applicants for employment,*
11 *notices to be provided by the contracting officer setting forth the provisions*
12 *of this nondiscrimination clause.*
- 13 (2) *The contractor will, in all solicitations or advertisements for employees*
14 *placed by or on behalf of the contractor, state that all qualified applicants*
15 *will receive consideration for employment without regard to race, color,*
16 *religion, sex, or national origin.*
- 17 (3) *The contractor will send to each labor union or representative of workers*
18 *with which he has a collective bargaining agreement or other contract or*
19 *understanding, a notice to be provided by the agency contracting officer,*
20 *advising the labor union or workers' representative of the contractor's*
21 *commitments under section 202 of Executive Order 11246 of September 24,*
22 *1965, and shall post copies of the notice in conspicuous places available to*
23 *employees and applicants for employment.*
- 24 (4) *The contractor will comply with all provisions of Executive Order 11246 of*
25 *September 24, 1965, and of the rules, regulations, and relevant orders of*
26 *the Secretary of Labor.*
- 27 (5) *The contractor will furnish all information and reports required by*
28 *Executive Order 11246 of September 24, 1965, and by the rules,*

1 regulations, and orders of the Secretary of Labor, or pursuant thereto, and
2 will permit access to his books, records, and accounts by the contracting
3 agency and the Secretary of Labor for purposes of investigation to ascertain
4 compliance with such rules, regulations, and orders.

5 (6) In the event of the contractor's non-compliance with the nondiscrimination
6 clauses of this contract or with any of such rules, regulations, or orders,
7 this contract may be canceled, terminated or suspended in whole or in part
8 and the contractor may be declared ineligible for further Government
9 contracts in accordance with procedures authorized in Executive Order
10 11246 of September 24, 1965, and such other sanctions may be imposed
11 and remedies invoked as provided in Executive Order 11246 of September
12 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as
13 otherwise provided by law.

14 (7) the contractor will include the provisions of paragraphs (1) through (7) in
15 every subcontract or purchase order unless exempted by rules, regulations,
16 or orders of the Secretary of Labor issued pursuant to section 204 of
17 Executive Order 11246 of September 24, 1965, so that such provisions will
18 be binding upon each subcontractor or vendor. The contractor will take
19 such action with respect to any subcontract or purchase order as may be
20 directed by the Secretary of Labor as a means of enforcing such provisions
21 including sanctions for noncompliance: Provided, however, that in the
22 event the contractor becomes involved in, or is threatened with, litigation
23 with a subcontractor or vendor as a result of such direction, the contractor
24 may request the United States to enter into such litigation to protect the
25 interests of the United States.”

26 **32.2.** CONTRACTOR further agrees that it will be bound by the above equal opportunity
27 clause with respect to its own employment practices when it participates in federally-
28 assisted construction work; provided that if CONTRACTOR so participating is a State or

1 local government, the above equal opportunity clause is not applicable to any agency,
2 instrumentality, or subdivision of such government which does not participate in work on
3 or under the Agreement.

4 **32.3.** CONTRACTOR agrees that it will assist and cooperate actively with the administering
5 agency and the Secretary of Labor in obtaining the compliance of Contractors and
6 subcontractors with the equal opportunity clause and the rules, regulations, and relevant
7 orders of the Secretary of Labor, that it will furnish the Department and HUD and the
8 Secretary of Labor such information as they may require for the supervision of such
9 compliance, and that it will otherwise assist the administering agency in the discharge of
10 the agency's primary responsibility for securing compliance.

11 **32.4.** CONTRACTOR further agrees that it will refrain from entering into any contract or
12 contract modification subject to Executive Order 11246 of September 24, 1965, with a
13 contractor debarred from, or who has not demonstrated eligibility for, government
14 contracts and federally-assisted construction contracts, pursuant to the Executive Order
15 and will carry out such sanctions and penalties for violation of the equal opportunity
16 clause as may be imposed upon contractors and subcontractors by the administering
17 agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
18 In addition, CONTRACTOR agrees that if it fails or refuses to comply with these
19 undertakings, COUNTY may take any or all of the following actions: Cancel, terminate,
20 or suspend in whole or in part this funding commitment (contract, loan, grant, insurance,
21 guarantee); refrain from extending any further assistance to the applicant under the
22 program with respect to which the failure or refund occurred until satisfactory assurance
23 of future compliance has been received from such Contractor; and refer the case to the
24 Department of Justice for appropriate legal proceedings.

25 **33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.**

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

1 term “public works contract” shall refer to this Agreement:

2 *“In entering into a public works contract or a subcontract to supply goods, services, or*
3 *materials pursuant to a public works contract, the contractor or subcontractor offers and*
4 *agrees to assign to the awarding body all rights, title, and interest in and to all causes of*
5 *action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the*
6 *Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the*
7 *Business and Professions Code), arising from purchases of goods, services, or materials*
8 *pursuant to the public works contract or the subcontract. This assignment shall be made*
9 *and become effective at the time the awarding body tenders final payment to the contractor,*
10 *without further acknowledgment by the parties.”*

11 **34. NON-COLLUSION.**

12 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion
13 Affidavit that complies with Cal. Public Code §7106, included in **Exhibit “B”** and incorporated herein.

14 **35. NOTICES AND REPORTS.**

15 **35.1.** All notices and reports under this Agreement shall be in writing and may be given by
16 personal delivery or by mailing by certified mail, addressed as follows:

17 COUNTY

18 Imperial County Department of Public Works
19 Attention: Director
155 South Eleventh Street
El Centro, CA 92243

CONTRACTOR

«Consultant_Business_Name»
«Consultant_Street_Address»
«Consultant_City_State»

20
21 with copies to:

22 Imperial County Executive Office
23 Attention: County Executive Officer
940 West Main Street, Suite 208
El Centro, CA 92243

24
25 and:

26 Imperial County Department of Human
27 Resources and Risk Management
Attention: Director
940 West Main Street, Suite 101
28 El Centro, CA 92243

1 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by
2 mailing by certified mail at such other address as either Party may designate in a notice
3 to the other Party given in such manner. Any notice given by mail shall be considered
4 given when deposited in the United States Mail, postage prepaid, addressed as provided
5 herein.

6 **36. ENTIRE AGREEMENT.**

7 This Agreement contains the entire agreement between COUNTY and CONTRACTOR relating
8 to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
9 understandings, provisions, negotiations, representations, or statements, either written or verbal.

10 **37. ASSIGNMENT.**

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

13 **38. MODIFICATION.**

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

17 **39. CAPTIONS.**

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

20 **40. PARTIAL INVALIDITY.**

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

24 **41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

25 Words and expressions in the masculine gender include the feminine and neuter genders. Words
26 and expressions in the singular include the plural and words and expressions in the plural include the
27 singular. CONTRACTOR as used in this Agreement or in any other document referred to in or made a
28 part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership,

1 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
2 other representative capacity or any other entity. All covenants herein contained on the part of
3 CONTRACTOR shall be joint and several if more than one person, firm or entity executes the
4 Agreement.

5 **42. WAIVER.**

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

9 **43. CHOICE OF LAW.**

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

13 **44. AUTHORITY.**

14 **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and
15 warrants that:

16 **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
17 CONTRACTOR;

18 **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
19 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

20 **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.

21 **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the
22 foregoing within thirty days of execution of this Agreement.

23 **45. COUNTERPARTS.**

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

28 **46. TIMING.**

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

2 **47. REVIEW OF AGREEMENT TERMS.**

3 **47.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys
4 with respect to the advisability of making the representations, warranties, covenants and
5 agreements provided for herein, and with respect to the advisability of executing this
6 Agreement.

7 **47.2.** Each Party represents and warrants to and covenants with the other Party that:

8 **47.2.1.** This Agreement in its reduction to final written form is a result of extensive good
9 faith negotiations between the Parties and/or their respective legal counsel; and

10 **47.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this
11 Agreement for execution by said Parties.

12 **47.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting
13 party shall not be employed in the interpretation of this Agreement.

14 **48. APPENDIX E OF THE TITLE VI ASSURANCES.**

15 During the performance of this contract, the CONTRACTOR, for itself, its assignees, and
16 successors in interest agrees to comply with the following nondiscrimination statutes and
17 authorities; including but not limited to:

18 **48.1.** Pertinent Nondiscrimination Authorities:

19 (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252),
20 (prohibits discrimination on the basis of race, color, national origin); and 49 CFR
21 Part 21.

22 (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act
23 of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or
24 whose property has been acquired because of Federal or Federal-Aid programs
25 and projects);

26 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits
27 discrimination on the basis of sex);

28 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as

- 1 amended, (prohibits discrimination on the basis of disability); and 49 CFR Part
2 27;
- 3 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),
4 (prohibits discrimination on the basis of age);
- 5 (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4
6 7123), as amended, (prohibits discrimination based on race, creed, color,
7 national origin, or sex);
- 8 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,
9 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age
10 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by
11 expanding the definition of the terms “programs or activities” to include all the
12 programs or activities of the Federal-aid recipients, subrecipients and contractors,
13 whether such programs or activities are Federally funded or not);
- 14 (h) Titles II and III of the Americans with Disabilities Act, which prohibit
15 discrimination on the basis of disability in the operation of public entities, public
16 and private transportation systems, places of public accommodation, and certain
17 testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of
18 Transportation regulations at 49 C.F.R. parts 37 and 38;
- 19 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. §
20 47123) (prohibits discrimination on the basis of race, color, national origin, and
21 sex);
- 22 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in
23 Minority Populations and Low-Income Populations, which ensures
24 discrimination against minority populations by discouraging programs, policies,
25 and activities with disproportionately high and adverse human health or environmental
26 effects on minority and low-income populations;
- 27 (k) Executive Order 13166, Improving Access to Services for persons with Limited
28 English Proficiency, and resulting agency guidance, national origin

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discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(1) Title IX of the Education Amendment of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

1 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first above
2 written.

3 **County of Imperial**

<<Business Entity Name>>

4
5 By: _____
6 Luis A. Plancarte, Chairman
7 Imperial County Board of Supervisors

By: _____
«Consultant_Name_for_Signature»

8 **ATTEST:**

9
10 By: _____
11 Blanca Acosta,
12 Clerk of the Board of Supervisors

13 **APPROVED AS TO FORM:**

14 Eric R. Havens,
15 County Counsel

16
17 By: _____
18 Mistelle Abdelmagied,
19 Assistant County Counsel

EXHIBIT G

LAKE AND STREAMBED ALTERATION (LSA) AGREEMENT

IMPERIAL COUNTY

**Wiest Lake Boat Launching Facility Project
5351 Dietrich Rd., Brawley, CA, 92227**

COUNTY PROJECT NO. SR6081CED

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BOULEVARD, SUITE C-220
ONTARIO, CA, 91764



LAKE ALTERATION AGREEMENT
EPIMS-IMP-40628-R6
Wiest Lake

COUNTY OF IMPERIAL
WIEST LAKE BOAT LAUNCHING FACILITY

This Lake Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Imperial County (Permittee) or as represented by John Gay.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 06, 2023 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at Wiest Lake, in the County of Imperial, State of California; Latitude 33.041311, Longitude -115.487330; Assessor's Parcel Number 037-120-037-000 [APN].

PROJECT DESCRIPTION

The project is limited to the following activities:

The demolition of two shade structures, their posts (n=26), and foundations located immediately north and south of the existing boat launch ramp (Exhibit A, p. 3). The demolition of the concrete bench and footings associated with the south shade structure (immediately south of the boat ramp). The removal of existing native material to

subbase design grade underneath and east of the north shade structure (immediately north of boat ramp). The removal of the existing asphalt concrete (AC) pavement and underlying material to subbase design grade immediately east of the boat ramp and cold planing the existing parking lot. The removal of the existing Portland cement concrete (PCC) curb, vegetation, and soil within the parking lot planters. The removal of the handicap curb ramp, associated sidewalk, and underlying material to subbase design grade. The removal of the existing 6-inch AC dike and underlying material to subbase design grade east of the south shade structure. The removal of existing PCC sidewalk and underlying material to subbase design grade adjacent to the south shade structure. The removal of the existing PCC walkway, rebars, and underlying material to subbase abutment design grade at the southeast corner of the boat ramp. The removal and relocation of the existing steel grills and appurtenances, and signage adjacent to the shade structures. The demolition of the structures will include a lead assessment, testing, abatement, and complete removal of lead.

The demolition of the existing abutment and installation of a new 8-foot-by-19.5-foot (5 to 5.5 feet deep) reinforced PCC abutment (Exhibit A, p. 16) to fit a new 8-foot-wide-by-60-foot-long steel frame boarding float. The boarding float will have concrete decking attached to the new abutment and will be supported by three 10-inch diameter steel guide piles that will be embedded approximately 11 to 12 feet into the lakebed (Exhibit A, p. 17). The piles will be concrete filled and capped 6.5 feet above the high-water level (837.79 feet elevation). Existing rip rap will be removed to allow for installation of two of the piles, and new rip rap of the same size will be re-installed 18 inches tall and 3 feet wide over filter fabric at southeast base of the float. Twelve-inch-thick closed cell articulated block mat will be installed adjacent to the new rip rap and over 12 inches of drain rock (30 feet long by 2.5 feet wide) (Exhibit A Page 16). The lake water level will be lowered and an approximately 370-foot-long turbidity curtain (Tough-Guy® Floating Turbidity Barrier Type 1.DOT) will be installed to totally enclose construction activities within the lake and confine sedimentation within the construction area (Exhibit B).

The construction of two shade structures, one 24 feet wide by 140 feet long with 16 footings and the other 24 feet wide by 80 feet long with 10 footings, at the same location of the demolished shade structures (Exhibit A, pp. 7–12). The footings will consist of PCC (5 feet deep by 2.5 feet wide) over 6 inches of compacted Class II base. The footings closest to the lake water (8 and 5 footings, respectively) will include 6 inches of compacted Class II base, topped with 5-foot-by-5-foot-by-18-inch thick rip-rap, and 6 inches thick native sand on the lake side to protect the footings from lakeside erosion.

The installation of two parking lot LED light fixtures, one immediately east of the abutment and one at the south end of the parking lot (Exhibit A, p. 4). The installation of a single unit flush restroom immediately east of the south shade structure. The installation of 4-inch PCC sidewalk over 8 inches of Class II base, 6-inch PCC free standing curb, and accessible ramps immediately east of the new abutment, new shade structures along the southern edge of the parking lot (Exhibit A, p. 4).

The installation of 3 inches of AC pavement and 9 inches of Class II base in areas where existing AC pavement and underlying material were removed and installation of 3 inches of AC pavement where existing parking lot was cold planed (Exhibit A, p. 4). The parking lot work will include removal of organic material and installation of 6-inch dike and gutter drainage system along Dietrich Rd. and parking lot entrance (Exhibit A, pp. 3, 14), adjusting the existing storm drain catch basin elevation (Exhibit A, p. 4), installing 1-inch water service line, 4-inch sewer lateral line, and sewer clean out (Exhibit A, p. 26). In addition, the wooden posts, rope fence, and walkway pavers will be removed along Dietrich Road and the southern edge of the parking lot.

Project activities will use pile driving equipment on crane, concrete mix truck, AC grinding equipment, AC paving equipment, backhoe, skip loader, and water truck.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

BIRDS: burrowing owl (*Athene cunicularia*), vermilion flycatcher (*Pyrocephalus rubinus*), yellow warbler (*Setophaga petechia*), willow flycatcher (*Empidonax traillii*), California black rail (*Laterallus jamaicensis coturniculus*), Yuma Ridgway's rail (*Rallus obsoletus yumanensis*), loggerhead shrike (*Lanius ludovicianus*), mountain plover (*Charadrius montanus*), yellow-headed blackbird (*Xanthocephalus xanthocephalus*), least bittern (*Ixobrychus exilis*), Clark's grebe (*Aechmophorus clarkii*), American white pelican (*Pelecanus erythrorhynchos*), great horned owl (*Bubo virginianus*), savannah sparrow (*Passerculus sandwichensis*), black-crowned night heron (*Nycticorax nycticorax*), summer tanager (*Piranga rubra*), white-tailed kite (*Elanus leucurus*), redhead (*Aythya americana*), northern harrier (*Circus hudsonius*), among other resident and migratory birds.

MAMMALS: round-tailed ground squirrel (*Xerospermophilus tereticaudus*)

REPTILES: Colorado desert fringe-toed lizard (*Uma notata*)

The adverse effects the project could have on the fish or wildlife resources identified above include:

Change in contour of lakebed or bank; loss of bank stability during construction; increase of bank erosion during construction; soil compaction or other disturbance to soil layer; short-term release of contaminants (e.g., incidental from construction); loss or decline of riparian habitat; colonization by exotic plant or animal species; construction pits and trenches that can capture terrestrial organisms; loss or impediment of terrestrial animal species' travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); diversion of water from, or around, activity site; increased water turbidity, disturbance to, alteration of, and/or loss of: nesting, roosting, foraging, refugia, and burrowing habitat.

The Project will result in approximately 0.84 acre of impacts to the lakebed and lakeshore, including 2.751 cubic feet related to infrastructure that will be installed and replaced.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Take of Listed Species. The issuance of this Agreement does not authorize the take, incidental or otherwise, of any state or federally listed threatened, endangered, candidate or fully protected species. Take of any California Endangered Species Act (CESA) listed species is prohibited except as authorized by state law (Fish and G. Code, §§ 2080 & 2085). Consequently, if a Project, including Project construction or any Project-related activity during the life of the Project, may result in take of CESA-listed species, CDFW recommends that the Project proponent seek appropriate authorization prior to Project implementation. This may include an incidental take permit (Fish & G. Code, § 2081).
- 1.6 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as

amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

- 1.7 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.
- 1.8 Notify CDFW Prior to Work. Permittee shall notify CDFW by email **at least five (5) working days prior to initiation of Project activities**. See Measure 3.2.
- 1.9 Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation.
- 1.10 Dead or Injured Species. Permittee shall report any dead or injured CESA- or ESA-listed threatened or endangered species, or fully protected species, or species of special concern found along roads or in Project area to CDFW within 24 hours via email according to Measure 3.2. The Permittee shall report whether the dead or injured species was found on-site, or caused due to Project activities, the location, cause of death, species found, and any other relevant information.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities **at least 30 days** before initiating ground- or vegetation- disturbing activities using the CDFW Biologist Resume Form, DFW 820 (available online at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869>). Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties.
 - 2.1.1 A qualified Designated Biologist(s) is an individual who holds a bachelor's degree in biological sciences from an accredited university and 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state

and federal laws regarding the protection of sensitive species.

2.1.2 A Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

2.2 Responsibility of the Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.

2.3 Authority of Designated Biologist(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they shall halt construction and notify the appropriate wildlife agencies immediately. Unless authorized by CDFW, the Designated Biologist(s) shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).

2.4 Authority of Biological Monitor(s). The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall have the authority to immediately halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason.

2.5 Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats **prior to start of Project activities**. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

- 2.6 Terrestrial Wildlife Species: Out of Harm's Way. To avoid impact to any non-listed, non-fully protected terrestrial wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed, non-fully protected wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.
- 2.7 Daily Clearance Survey. Before the start and end of daily Project activities, the Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to Project activities are allowed to escape.
- 2.7.1 Excavated Areas. At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.
- 2.7.2 Check for Wildlife in Pipes/Construction Materials. Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.
- 2.8 Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds **anytime birds are nesting on-site**. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.
- 2.8.1 Designated Biologist(s). Permittee shall designate a biologist (Designated Biologist(s)) experienced in identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology (e.g., Ralph

et al. 1993¹ and United States Fish and Wildlife Service and/or [CDFW-accepted species-specific survey protocols](#)); implementing nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success (e.g., Martin and Geupel 1993²); determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

2.8.2 Pre-Construction Surveys. Surveys shall be conducted by the Designated Biologist(s) at the appropriate time of day/night, during appropriate weather conditions, **no more than three (3) days prior to the initiation of project activities** addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the property; density and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-project surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist(s) shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist(s) shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist(s) shall monitor the nest for 1 hour (4 hours for raptors) prior to approaching the nest to determine status. The Designated Biologist(s) shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-activity surveys shall be provided to CDFW per Measure 3.2.

2.8.3 Buffers. When an active nest is confirmed, the Designated Biologist(s) shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be

¹ Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring landbirds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

² Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. *Journal of Field Ornithology* 64:507-514.

delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist(s) shall document baseline behavior, stage of reproduction, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. Following documentation of baseline conditions, the Designated Biologist(s) may choose to adjust the buffer based on site characteristics, stage of reproduction, and types of project activities proposed at/near that location. The Designated Biologist(s) shall monitor the nest at the onset of project activities addressed by this Agreement, and at the onset of any changes in project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist(s) determines that project activities may be causing an adverse reaction, the Designated Biologist(s) shall adjust the buffer accordingly.

2.8.4 Protection from Excessive Sound. If project activities must take place within the buffer, a qualified acoustician shall monitor noise as work approaches the edge of the occupied habitat as directed by the Designated Biologist(s). If the noise meets or exceeds the 60 dB(A) Leq threshold³, or if the Designated Biologist(s) determines that activities are disturbing nesting activities, the Designated Biologist(s) shall have the authority to halt the project activities and shall consult with CDFW to devise methods to reduce the noise and/or disturbance. This may include methods such as, but not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nesting birds and the activities, and working in other areas until the young have fledged. Protective noise barriers shall be removed when birds are done nesting and shall not remain installed in the Project site during the rainy season if within the floodplain of the lake or stream(s). The Designated Biologist(s) shall monitor the nest daily until activities are no longer within 300 feet of the nest, or the fledglings become independent of their nest, or the nest has failed.

2.8.5 Ongoing Monitoring. The Designated Biologist(s) shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist(s) shall document the status of all existing nests, including the stage of reproduction and the expected fledge date, when this can be determined without endangering the nest by disturbance or alerting predators. If a nest is suspected to have been abandoned or failed, CDFW recommends the Designated Biologist(s) monitor the nest for a minimum of 1 hour (4 hours for raptors), uninterrupted, during favorable field conditions. If no activity is

³ Barber, J. R., K. R. Crooks, and K. M. Fristrup. 2009. The costs of chronic noise exposure for terrestrial organisms. *Trends in Ecology and Evolution* 25:180–189.

observed during that time, the Designated Biologist(s) may approach the nest to assess the status.

2.8.6 Securing Site. Permittee, under the direction of the Designated Biologist(s), may also take steps to discourage nesting on the project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist(s) shall ensure that none of the materials used pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting within the Project site in the summary reports.

2.8.7 Reporting. The Designated Biologist(s) shall be responsible for providing summary reports, as specified in Measure 3.5 to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If the project results in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours.

2.9 Rail Surveys. If Project activities that require heavy equipment, such as pile driving, cold planing, jackhammering or other high disturbance activity are proposed to take place during the rail breeding season (February 15 to September 30), Permittee shall designate a biologist (Designated Biologist(s)) who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit for *Rallus obsoletus yumanensis* and a CDFW CESA Memorandum of Understanding for *Rallus obsoletus yumanensis* and *Laterallus jamaicensis coturniculus* to perform presence/absence surveys according to the [Yuma Ridgway Rail Survey Protocol for Project Evaluation](#) within a 500 foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of either species (*Rallus obsoletus yumanensis* or *Laterallus jamaicensis coturniculus*) is detected, Project activities that require the use of heavy equipment may not take place until after September 30 and must cease by February 15. CDFW shall be notified in writing of detection of either species **within three (3) days**. If protocol surveys for these species indicate that both of these species are not present within the 500-foot buffer, project activities may proceed subject to the other provisions of this Agreement and/or federal and state law. The results of the protocol surveys shall be provided to CDFW per Measure 3.2 within **14 days of survey completion**.

2.10 Burrowing Owl. Permittee shall ensure that impacts to burrowing owls and take of burrowing owls are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, implementation of the required avoidance and minimization measures.

2.10.1 Burrowing Owl Pre-Construction Inspection. Permittee shall have a Designated Biologist(s), pre-approved by CDFW, inspect all burrows and

burrow surrogates⁴ that exhibit typical characteristics of owl activity **within three (3) days prior** to any site-preparation activities within a 500-foot buffer of the Project. Evidence of owl activity may include presence of owls themselves, burrows, and owl sign at burrow entrances such as pellets, whitewash or other “ornamentation,” feathers, prey remains, etc. If it is evident that the burrows are actively being used, Permittee shall not commence activities until CDFW approval of a Burrowing Owl Plan as described in Measure 2.10.2. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.

2.10.2 Burrowing Owl Avoidance and Monitoring Plan. If burrowing owls are detected on the Project site or within 500 feet of the Project site, the Permittee shall prepare a Burrowing Owl Avoidance and Monitoring Plan that shall be submitted to CDFW for review and approval **at least 30 days prior to** initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Avoidance and Monitoring Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 1000 feet of the burrowing owls. Project activities shall not occur within 1000 feet of an active burrow until CDFW approves the Burrowing Owl Avoidance and Monitoring Plan. The Burrowing Owl Avoidance and Monitoring Plan shall include 1) assessment that details the number and location of occupied burrow sites, and acres of burrowing owl habitat with a qualitative description of the habitat vegetation characteristics; 2) details on avoidance actions and monitoring such as proposed buffers, visual barriers, and other actions to ensure that take of burrowing owl individuals, nests, and eggs are avoided; and 3) site monitoring to be conducted prior to, during, and after Project activities. The Permittee shall implement the Burrowing Owl Avoidance and Monitoring Plan following CDFW review and approval.

2.10.3 Burrowing Owls Observed During Construction. If burrowing owls are observed within Project site or buffer during Project implementation and construction, Permittee shall **notify CDFW immediately** in writing to R6LSAReporting@wildlife.ca.gov and cc: edith.martinez@wildlife.ca.gov. (reference Notification No. EPIMS-IMP-40628-R6).

⁴ Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low-growing vegetation. Burrowing owl habitat includes but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey. Vegetation and features may include native and nonnative grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement.

- 2.11 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.
- 2.12 Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream, channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.13 Equipment Cleaning. All equipment shall be cleaned prior to entering the bed or bank of the lake. Washing must take place where rinse water is collected and disposed of in either a sanitary sewer, landfill, or other facility authorized to accept such rinse water. The cleaning measures must be practical and verifiable. Depending on the nature of the debris, the equipment may be cleaned using mechanical methods (brushing, scraping, prying), compressed air, high-pressure water or steam. This includes wheels, tires, buckets, stabilizers, undercarriages, and bumpers. The Permittee shall verify and document cleaning has occurred prior to equipment entering the bed or bank of the lake; documentation of equipment inspections for each date of entry shall be available to CDFW upon request.
- 2.14 Turbidity and Siltation. All equipment that enters the lakebed or lakeshore shall be clean and dry. Upon CDFW determination that turbidity/siltation levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed, or abatement procedures are initiated.
- 2.15 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the lake shall be positioned over drip

pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.

- 2.16 Spill Containment. All activities performed in or near the lake or waterways shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at (800) 852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified within 24 hours by the Permittee and consulted regarding clean-up procedures.
- 2.17 Educational Program. Permittee shall conduct an education program for all persons employed or otherwise working on the Project **prior to performing any work on-site**. The education program shall consist of a presentation from a Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site and buffer. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any protected species that may be present, legal protections for those species, penalties for violations, and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English-speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on-site. Upon completion of the education program, employees shall sign a form stating they attended the education program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request. The education program shall be repeated annually for part of the Project extending more than one (1) year. Copies of the education program materials shall be maintained at the Project site for workers to reference as needed.
- 2.17.1 Invasive Species Education Program. Permittee shall include an invasive species education program for all persons working on the Project prior to the performing any work on-site. The education program shall consist of a presentation from a Designated Biologist that includes a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The education program shall also include a discussion of BMPs to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.
- 2.18 Prohibited Plant Species. Permittee shall not plant, seed, or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those

identified in the California Exotic Pest Plant Council's database, which is accessible at: <https://www.cal-ipc.org/plants/inventory/>.

- 2.19 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.
- 2.20 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.20.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.20.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact lake or streambed habitat and aquatic or riparian vegetation.
- 2.20.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering a lake, streambed, or flowing stream. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.20.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into any river, stream, or lake. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any lake, streambed, or flowing stream.
- 2.20.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants

from the equipment may enter these areas under any flow.

- 2.21 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each workday to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of project activities, Permittee shall remove and properly dispose of all refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification at the Start and End of Work. The Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities. Permittee shall document compliance with all pre-Project measures before starting work with notes showing current implementation status and date of completion of each mitigation measure. Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov. Please reference Notification No. EPIMS-IMP-40628-R6, and cc: edith.martinez@wildlife.ca.gov.
- 3.2 Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov. Please reference Notification No. EPIMS-IMP-40628-R6 and cc: edith.martinez@wildlife.ca.gov. The electronic files shall include GIS shapefiles, along with the appropriate metadata, of the Project area and any mitigation areas. If CDFW requests hard copies of any documentation, Permittee shall mail hard copies to 3602 Inland Empire Blvd., Suite C- 220, Ontario, CA 91764, Attn: Lake and Streambed Program. Please reference Notification No. EPIMS-IMP-40628-R6.
- 3.3 List of Designated Biologist(s). The Permittee shall submit a proposed list of Designated Biologist(s) to CDFW for review at least 30 days prior to Project start (see Measure 2.1). The list may be updated at any time by CDFW or the Permittee with the prior approval of CDFW.
- 3.4 Nesting Bird and Burrowing Owl Survey Report. Prior to commencement of Project activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction nesting bird and burrowing owl surveys completed pursuant to this Agreement.
- 3.5 Nesting Bird Summary Report. Permittee shall prepare and submit to CDFW a summary, as described in Measure 2.8.7 of this Agreement of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to

established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.

- 3.6 Rail Survey Report. Permittee shall prepare and submit to CDFW the results of the protocol rail survey within 14 days of survey completion.
- 3.7 Project Completion Report. Permittee shall provide a Project Completion Report to CDFW via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, avoidance/minimization measures implemented and biological survey notes (including construction monitoring). Permittee shall include status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-IMP- 40628-R6, and cc: edith.martinez@wildlife.ca.gov.
- 3.8 Notification to CNDDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. A digital copy of this information shall also be emailed within five days to CDFW. Please reference Notification No. EPIMS-IMP-40628-R6.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

John Gay, PE
County of Imperial
155 S. 11th Street
El Centro, CA 92243
EPIMS-IMP-40628-R6
Wiest Lake Boat Launching Facility
JohnGay@co.imperial.ca.us

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region

3602 Inland Empire Blvd., C220
Ontario, CA 91764
EPIMS-IMP-40628-R6
Wiest Lake Boat Launching Facility
R6LSAReporting@wildlife.ca.gov
cc: edith.martinez@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take

of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the

expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on October 13, 2029, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit A. Improvements for the Wiest Lake Boat Launching Facility
- B. Exhibit B. Erosion and Sediment Control Plan

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may

be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.



COUNTY OF IMPERIAL

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT; COUNTY PROJECT NO. SR6081CED



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.

LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE 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 REVISION ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.

UTILITIES COORDINATION

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.

GAS:	TELEPHONE NO.	811
IID POWER:	TELEPHONE NO.	(760) 339-9280
IID WATER:	TELEPHONE NO.	(760) 339-9263
AT&T TELEPHONE:	TELEPHONE NO.	(800) 422-4133
CATV:	TELEPHONE NO.	(760) 312-6512
WATER AND SEWER - COUNTY WATER DISTRICT	TELEPHONE NO.	(760) 572-0177
TDS TELECOM	TELEPHONE NO.	(760) 572-7100
TIME WARNER COMM.	TELEPHONE NO.	(760) 694-8670

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 HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

ACCURATE VERIFICATIONS AS TO SIZE, LOCATION AND DEPTH OF EXISTING UNDERGROUND SERVICES SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY THE SOUTHERN CALIFORNIA GAS COMPANY, 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 811.

IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CONTACT THE UTILITY AGENCIES, ADVISE THEM OF THE PROPOSED IMPROVEMENTS AND BEAR THE COST OF RELOCATIONS, IF NEEDED.

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.

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 ACCEPTANCE.

ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS STANDARDS, DIVISION OF BOATING AND WATERWAYS (DBW) GUIDELINES, AND ENCROACHMENT PERMIT CONDITIONS, ANY 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 COUNTY; WHERE, OR IF, CONFLICTS OCCUR, THEN THE IMPERIAL COUNTY REQUIREMENTS SHALL GOVERN.

UNLESS SPECIFICALLY INDICATED OTHERWISE METHODS EMPLOYED AND MATERIAL USED IN THE CONSTRUCTION OF ALL OFFSITE IMPROVEMENTS SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE "STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED MAY 2006". ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL AS REQUIRED.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF SAFETY AND TO ADHERE TO ALL PROVISIONS OF THE STATE CONSTRUCTION SAFETY ORDERS AND STANDARDS.

TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT WORK AREA TRAFFIC CONTROL HANDBOOK OR AS DIRECTED BY THE IMPERIAL COUNTY TRAFFIC ENGINEER.

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 CONTRACTORS OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER RESETTING OF THE SAME AS PER THE SUBDIVISION MAP ACT, THE PROFESSIONAL LAND SURVEYORS ACT AND THE SATISFACTION OF THE COUNTY SURVEYOR/DIRECTOR OF PUBLIC WORKS. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY AS APPROPRIATE SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER.

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.

PROJECT INFORMATION

FUNDED BY:
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

CONSTRUCTION ADMINISTRATION BY:
COUNTY OF IMPERIAL
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

FACILITIES MAINTENANCE BY:
COUNTY OF IMPERIAL

SCOPE:
DEMOLITION AND REMOVAL OF THE EXISTING CONCRETE ABUTMENT, SIDEWALK, A.C. PAVEMENT AND EXISTING SHADE STRUCTURES. CONSTRUCT NEW SHADE STRUCTURES, STEEL FRAME FLOATING SYSTEM, CONCRETE ABUTMENT, MODIFICATIONS TO EXISTING RESTROOM, INSTALL RIP-RAP, GRIND AND OVERLAY EXISTING ASPHALT, INSTALL SIGNAGE AND STRIPING AND INSTALL PROJECT CREDIT SIGN.

NOTE TO CONTRACTOR

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THE PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE COUNTY OF IMPERIAL IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

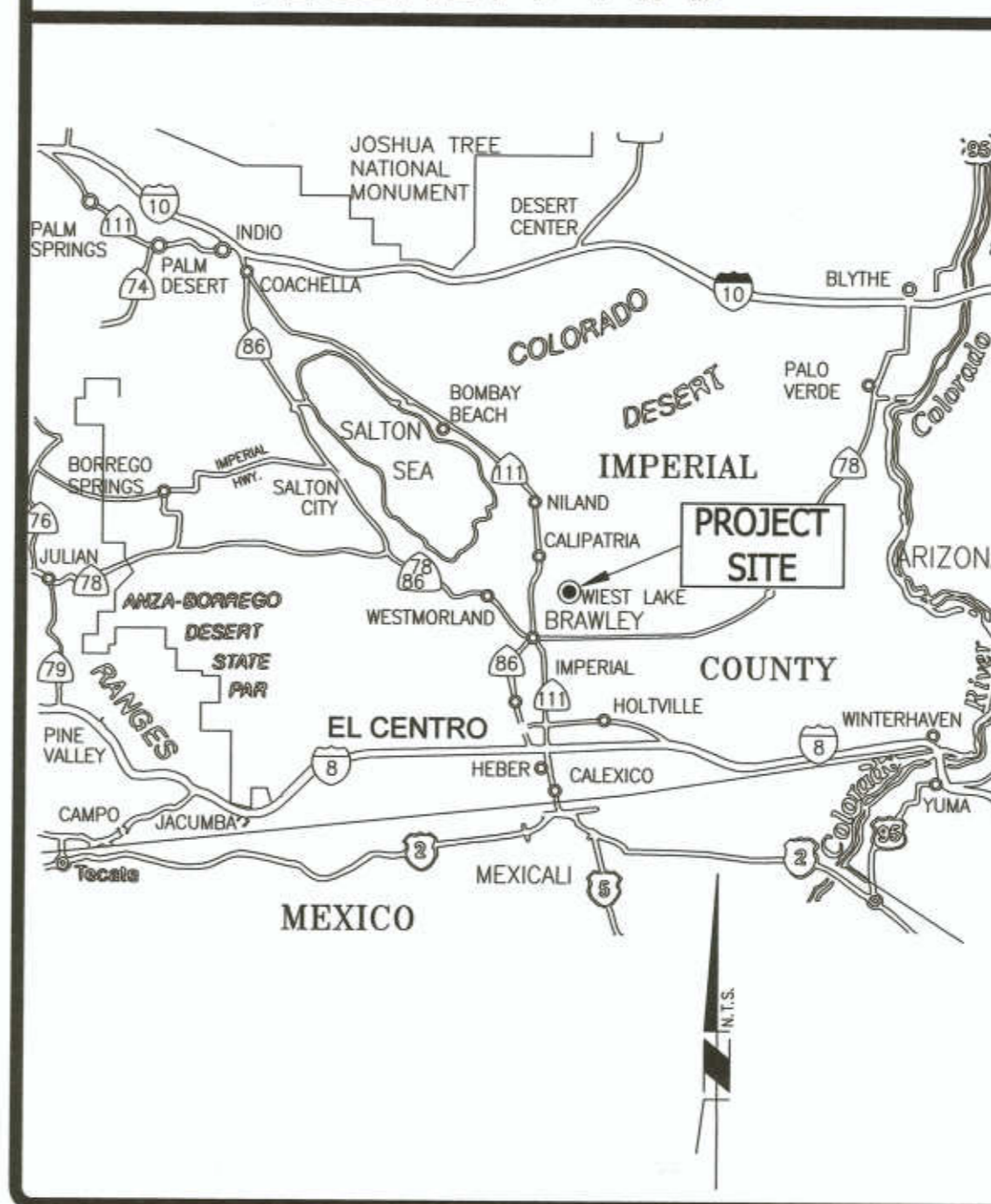
CARLOS BELTRAN, P.E.
DYNAMIC CONSULTING ENGINEERS, INC
2415 IMPERIAL BUSINESS PARK DR. STE. B
IMPERIAL, CA 92251
(760) 545-0162



CARLOS BELTRAN, P.E.
R.C.E. # 69121

DATE

VICINITY MAP



ABBREVIATIONS

AGG.	AGGREGATE	MIN	MINIMUM
APPROX.	APPROXIMATE	N	NORTH
Asph.	ASPHALT	N/O	NORTH OF
B.M.	BENCHMARK	N.T.S.	NOT TO SCALE
CL OR CL	CENTERLINE	OHE	OVER HEAD ELECTRIC
CLR	CLEARANCE	PROP.	PROPOSED
CONC.	CONCRETE	R/W OR ROW	RIGHT-OF-WAY
E	EAST	RD	ROAD
E/O	EAST OF	STA.	STATION
E.P.	EDGE OF PAVEMENT	S	SEWER
EL. OR ELEV.	ELEVATION	SD	STORM DRAIN
EX. OR EXIST.	EXISTING	T.P.	TOP OF PAVEMENT
F.L.	FLOW LINE	THK.	THICK
F.S.	FINISH SURFACE	TYP	TYPICAL
L.F.	LINEAL FEET	W	WATER
MAX	MAXIMUM	W/O	WEST OF

BENCHMARK

PROJECT BENCHMARK:

THE PROJECT BENCHMARK IS A STANDARD DISK SET IN AN IMPERIAL IRRIGATION DISTRICT CONCRETE HEAD WALL OF A CONCRETE BOX CULVERT. TO REACH THE BENCHMARK, GO 3.55 MILES NORTH ALONG BEST ROAD FROM THE CROSSING OF MAIN STREET IN BRAWLEY TO THE INTERSECTION OF A DIRT ROAD, THEN GO 0.34 MILES WEST ALONG A PRIVATE ROAD JUST BEFORE THE RAILROAD CROSSING, IN THE TOP OF THE EAST CONCRETE HEAD WALL OF A CONCRETE BOX CULVERT, 2.8 FEET SOUTH OF THE NORTH END OF THE HEAD WALL, 7.8 FEET EAST OF THE EAST RAIL, 16.5 FEET SOUTH OF THE CENTER LINE OF THE ROAD, AND ABOUT 6-INCHES HIGHER THAN THE TRACK.

PROJECT ELEVATION: 854.63' (NAVD 88 + 1000)

SYMBOLS

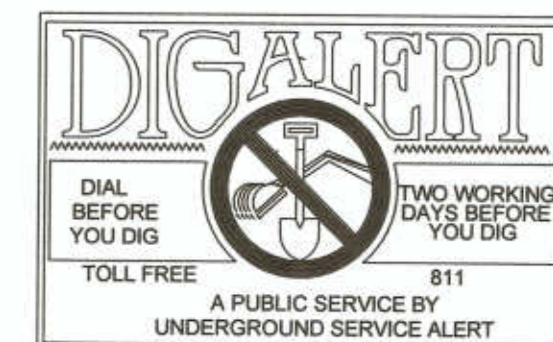
ITEM NO.	ITEM	SYMBOL
1	STREET R/W LINE	
2	STREET C/L	
3	CABLE TV	
4	DRAIN (FIELD)	
5	EX. EDGE OF ASPHALT	
6	PROP. EDGE OF ASPHALT	
7	EX. ASPHALT CONCRETE	
8	PROP. ASPHALT CONCRETE	
9	EDGE OF DIRT	
10	CONCRETE SECTION	
11	ROAD STRIPING	
12	CONTOURS - MAJOR	
13	CONTOURS - MINOR	
14	CONTROL	△ N-17
15	SPOT ELEVATION	+ 961.44
16	BENCHMARK (SEE DESCRIPTION)	⊕
17	BORROW PIT ELEVATIONS	⊕ 967.06±
18	PROPOSED BORROW PIT	

SHEET INDEX

- TITLE SHEET
- GENERAL NOTES
- EXISTING CONDITIONS AND DEMOLITION PLAN
- GRADING AND IMPROVEMENT PLAN
- BLOW-UP DETAIL
- BLOW-UP DETAILS
- 24'x80' SHADE STRUCTURE
- 24'x80' SHADE STRUCTURE SECTIONS
- 24'x140' SHADE STRUCTURE
- 24'x140' SHADE STRUCTURE SECTIONS
- 24'x140' SHADE STRUCTURE SECTION
- SHADE STRUCTURE DETAILS
- SHADE STRUCTURE SPECIFICATIONS
- IMPROVEMENT DETAILS
- IMPROVEMENT DETAILS
- BOARDING FLOAT SITE PLAN
- GUIDE PILES DETAILS
- 8' x 60' BOARDING FLOAT SYSTEM
- STRIPING PLAN
- RESTROOM
- RESTROOM
- RESTROOM FOUNDATION DETAILS
- RESTROOM FOUNDATION DETAILS
- RESTROOM FOUNDATION DETAILS
- RESTROOM SPECIFICATIONS
- EXISTING AND PROPOSED UTILITIES

NOTE:
TOPOGRAPHICAL SURVEY CONDUCTED BY DYNAMIC CONSULTING ENGINEERS ON MAY 2015.

Exhibit A



REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN, P.E.
No. 69121
EXP 6-30-24
CIVIL
STATE OF CALIFORNIA

6/12/23
DATE

69121
R.C.E. No.

06/30/24
REG. EXP.

DYNAMIC CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
IMPERIAL, CA 92251
TEL. (760) 545-0162 FAX (760) 545-0163

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY
No. 62028
EXP 9-30-23
CIVIL
STATE OF CALIFORNIA

JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR

6/6/23
DATE

62028
R.C.E. No.

09/30/23
REG. EXP.

DATE: 6/2/2023

DRAWN: DB

SCALE: AS SHOWN

CHECKED: CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

TITLE SHEET

SHEET 1 OF 26

GENERAL NOTES

- CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS WORK. AT THE COMPLETION OF THE WORK REMOVE ALL RUBBISH, TOOLS, AND SURPLUS MATERIALS, AND LEAVE THE JOB IN A BROOM CLEAN CONDITION.
- SELECTIVE DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. REPAIR ANY DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED. RETURN STRUCTURES AND SURFACES TO THE CONDITION PRIOR TO COMMENCEMENT OF SELECTIVE DEMOLITION. REPAIR ADJACENT CONSTRUCTION OR SURFACES, SOILED OR DAMAGED, BY SELECTIVE DEMOLITION WORK.
- A LOCATION FOR THE CONTRACTOR'S CORPORATION YARD WILL BE DESIGNATED WITHIN THE SITE BY THE COUNTY. CONTRACTOR IS PERMITTED TO FENCE THIS AREA TO PROTECT OFFICES, STORED MATERIAL, AND EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR SECURING HIS/HER EQUIPMENT FROM THEFT OR VANDALISM.
- THESE DRAWINGS DO NOT CONTAIN THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. WORKER AND PEDESTRIAN PROTECTION SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL CURRENTLY APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY, INCLUDING BUT NOT LIMITED TO OSHA REQUIREMENTS. FOR INFORMATION PLEASE CONTACT THE STATE INDUSTRIAL SAFETY DEPARTMENT (916-455-5818)
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION AND REPAIR OF DAMAGE TO THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITIES AS TO THE LOCATION OF ALL UNDERGROUND FACILITIES CALL "UNDERGROUND SERVICE ALERT" 811, 48 HOURS BEFORE DIGGING. ALSO CALL AND NOTIFY THE ENGINEER 48 HOURS PRIOR TO DIGGING.
- THE CONTRACTOR IS RESPONSIBLE FOR SITE CONDITIONS DURING WORKING HOURS, INCLUDING PUBLIC SAFETY, DUST CONTROL, AND EROSION AND SEDIMENT CONTROL.
- THE CONTRACTOR IS FINANCIALLY RESPONSIBLE FOR THE MAINTENANCE OR REPAIR OF OFFSITE STREET SURFACES WHERE DAMAGE HAS BEEN SUSTAINED BECAUSE OF THE CONSTRUCTION TRAFFIC.
- CONSTRUCTION NOISE SHALL BE IN COMPLIANCE WITH COUNTY REQUIREMENTS, CONSULT THE COUNTY FOR SPECIFIC RESTRICTIONS AND HOURS OF OPERATION.
- THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL APPROVED DEVIATIONS FROM THE PLANS BEFORE AND DURING CONSTRUCTION. UPON COMPLETION OF WORK, ONE SET OF RED-LINED AS-BUILT PLANS SHALL BE SUBMITTED TO THE COUNTY FOR REVIEW AND ACCEPTANCE.
- NO SOILS REPORT PROVIDED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING SOIL CONDITIONS PRIOR TO BIDDING.
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WHERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDER-GROUND UTILITIES. HOWEVER THE COUNTY CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OUR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECT OR UTILITIES WHICH MAY BE ENCOUNTERED BUT ARE NOT SHOWN NOR IDENTIFIED ON THESE DRAWINGS.
- SIGN CALL OUTS REFERENCE THE CALIFORNIA MANUAL IN UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD)
- ALL PIPE LENGTHS ARE TO THE CENTERLINES OF STRUCTURES.
- THE CONTRACTOR SHALL LEAVE A MINIMUM OF 12 INCHES OF MANHOLE WALL UNDISTURBED BETWEEN CORINGS FOR PIPE TIE-INS. IF THIS CANNOT BE ACCOMPLISHED, THE CONTRACTORS SHALL NOTIFY THE ENGINEER AND A LARGER MANHOLE SHALL BE USED. THE CONTRACTOR SHALL ALSO LEAVE THE MINIMUM WALL CLEARANCE FOR DROP INLETS AS REQUIRED BY THE MANUFACTURER SELECTED. SHOULD A PIPE SIZE EXCEED THE MAXIMUM ALLOWED BY THE MANUFACTURER, A LARGER INLET SHALL BE USED.
- ALL FLATWORK AND CURBS SHALL BE CONSTRUCTED TO COMPLY WITH CURRENT TITLE 24 ADA ACCESSIBILITY LAWS AND 2010 ADA STANDARDS. THIS REQUIRES "EXTRA EFFORT" IN ACHIEVING THE ACCURACY OF THE GRADES AND SLOPES REQUIRED (FINISHED GRADES OF CONCRETE IN TITLE 24 FOR ACCESSIBLE DESIGN AREAS SHALL BE WITHIN A TOLERANCE OF +/- 1/8" OF PROPOSED GRADES.) PRIOR TO POURING ANY CURB OR FLATWORK AROUND THE PERIMETER OF ANY BUILDING, THE CONCRETE CONTRACTOR SHALL VERIFY THAT THE GRADE OF THE FINISHED FLOOR AND THE FLATWORK/CURB FORMS ARE IN THE PROPER GRADE DIFFERENTIAL PRIOR TO POURING CONCRETE TO ANY TITLE 24 STANDARDS ROUTE OF ACCESS. IF ANY DIFFERENCES ARE FOUND NOTIFY THE PROJECT ENGINEER IMMEDIATELY PRIOR TO PROCEEDING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE COUNTY 48-HOURS PRIOR TO COMMENCING WORK AND 24-HOURS PRIOR TO RESUMPTION AFTER INTERRUPTION. REQUEST FOR INSPECTION SHALL BE GIVEN 72-HOURS IN ADVANCE, AND BE PERFORMED BY THE STATE ENGINEER OR THE AUTHORIZED REPRESENTATIVE.
- IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBTAINED SURFACE EVIDENCE OF CULTURAL RESOURCES OR THAT PREVIOUSLY UNDISCOVERED CULTURAL RESOURCES OR THAT PREVIOUSLY UNDISCOVERED CULTURAL RESOURCES ARE ENCOUNTERED DURING EARTH-MOVING ACTIVITIES. ALL CONSTRUCTION ACTIVITY WITHIN 100 FEET OF THE RESOURCES SHALL BE HALTED IMMEDIATELY AND THE APPROPRIATE AUTHORITIES NOTIFIED. IF SUSPECTED HUMAN REMAINS ARE ENCOUNTERED THE COUNTY CORONER AND THE DIVISION OF BOATING AND WATERWAYS SHOULD BE NOTIFIED IMMEDIATELY. IF PREHISTORIC OR HISTORIC ERROR SOURCES ARE ENCOUNTERED THE DIVISION OF BOATING AND WATERWAYS AND A QUALIFIED ARCHAEOLOGIST SHOULD BE NOTIFIED IMMEDIATELY
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE COUNTY IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE COUNTY, THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATION CAN BE MADE. AND COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- APPROVAL OF THESE PLANS DOES NOT AUTHORIZE OR APPROVE ANY OMISSIONS OR DEVIATION FROM APPLICABLE REGULATIONS. FINAL APPROVAL IS SUBJECT TO FIELD INSPECTION. ONE SET OF APPROVED PLANS AND SPECIFICATIONS SHALL BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES
- PLANS ARE TO BE PER THE LATEST EDITION OF THE LAYOUT DESIGN AND CONSTRUCTION HANDBOOK FOR SMALL CRAFT BOAT LAUNCHING FACILITIES BY THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS.

TESTING REQUIREMENTS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EARTHWORK COMPACTION TESTING. THE COUNTY SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY SCHEDULED COMPACTION TESTING BEING PERFORMED ON THE SITE. ALL COMPACTION TESTING SHALL BE PERFORMED BY REGISTERED SOIL ENGINEER IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SHALL BE PAID FOR BY THE CONTRACTOR. RESULTS OF THIS TEST SHALL BECOME THE PROPERTY OF THE STATE. ANY RETESTING DEEMED NECESSARY BY THE STATE ENGINEER SHALL BE PAID FOR THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL AGGREGATE BASE COMPACTION TESTING. THE COUNTY SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY SCHEDULED COMPACTION TESTING BEING PERFORMED ON THE SITE. ALL COMPACTION TESTING SHALL BE PERFORMED BY A REGISTERED SOIL ENGINEER IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SHALL BE PAID FOR BY THE CONTRACTOR. RESULTS OF THESE TESTS SHALL BECOME THE PROPERTY OF THE COUNTY ANY RETESTING DEEMED NECESSARY BY THE COUNTY SHALL BE PAID FOR BY THE CONTRACTOR
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AGGREGATE CONCRETE TESTING DEEMED NECESSARY BY THE COUNTY. THE COUNTY SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY SCHEDULED PAVING OPERATIONS BEING PERFORMED ON THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EMPLOYING A TESTING AGENCY TO PERFORM CONCRETE TESTING AT THEIR EXPENSE. ALL RESULTS OF THE CONCRETE TESTING SHALL BECOME PROPERTY OF THE COUNTY. THE CONTRACTOR SHALL SUPPLY ONE (1) SET OF FOUR (4) STANDARD CYLINDERS FOR EVERY 20 CUBIC YARDS OF CONCRETE PLACED, OR FOR EACH MAJOR PLACEMENT DURING THE DAY. ONE SPECIMEN SHALL BE TESTED AT SEVEN (7) DAYS, TWO (2) SPECIMENS TESTED AT 28 DAYS, AND ONE (1) SPECIMEN RETAINED IN RESERVE FOR LATER TESTING IF REQUIRED. COMPRESSIVE STRENGTH TESTS SHALL BE PERFORMED AS PER REQUIREMENTS SET FORTH IN THE PROJECT SPECIFICATIONS. THE STATE ENGINEER SHALL BE NOTIFIED AT LEAST 72-HOURS IN ADVANCE OF ANY SCHEDULED CONCRETE POURING BEING PERFORMED ON THE SITE. PRIOR TO ANY CONCRETE PLACEMENT, FORMWORK, AND REBAR PLACEMENT MUST BE INSPECTED AND APPROVED BY THE STATE ENGINEER. FAILURE TO RECEIVE APPROVAL BY THE STATE ENGINEER ON FORMWORK AND REBAR PLACEMENT PRIOR TO POURING CONCRETE MAY RESULT IN THE CONTRACTOR DEMOLISHING IMPROVEMENTS AT THEIR EXPENSE.
- V-GROOVE CONSTRUCTION. PRIOR TO BEGINNING CONCRETE WORK ON THE ACTUAL LAUNCHING RAMP, THE CONTRACTOR SHALL MAKE A 4'X8'X4" V-GROOVE CONCRETE TEST PANELS ON FLAT GROUND AT THE CONSTRUCTION SITE. UPON APPROVAL AND ACCEPTANCE OF THE TEST PANEL BY THE ENGINEER OR INSPECTOR, THE CONTRACTOR MAY BEGIN CONSTRUCTION OF THE V-GROOVES FORMED ON THE ACTUAL LAUNCHING RAMP. V-GROOVES SHALL BE CONSTRUCTED PER THE CA DEPARTMENT OF BOATING AND WATERWAYS, BOATING FACILITIES DIVISION, LAYOUT, DESIGN AND CONSTRUCTION HANDBOOK SECTION 202.

UTILITY NOTES

GENERAL UTILITY SERVICE NOTE

- SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA PLUMBING CODE (UPC). THE CONTRACTOR SHALL COMPLY WITH THE MOST CONSERVATIVE AND STRINGENT GUIDANCE IF A CONFLICT SHOULD ARISE.
- THE CONTRACTOR MAY SUBSTITUTE PIPE MATERIAL AS ALLOWED BY THE CODE AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

SANITARY SEWER SERVICE NOTES

- AS APPLICABLE, ALL SANITARY SEWER CLEANOUT SUBJECTED TO VEHICULAR WHEEL LOADING SHALL BE CONSTRUCTED WITH A TRAFFIC RATED LID AND COVER (HS20 LOADING)
- PIPE MATERIAL FOR SEWER SERVICES SHALL BE PER CPC.

WATER SERVICE NOTES

- AS APPLICABLE, ALL WATER SERVICE BOXES, LIDS, COVER AND ETC SUBJECTED TO VEHICULAR WHEEL LOADING SHALL BE CONSTRUCTED WITH A TRAFFIC RATED LID & COVER (HS 20 LOADING)
- PIPE MATERIAL FOR WATER SERVICES SHALL BE PER CBC.

ACCESSIBILITY NOTES

- ALL FLATWORK AND CURBS SHALL BE CONSTRUCTED TO COMPLY WITH CURRENT TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS (CCR) OF THE AMERICAN WITH DISABILITIES ACT (ADA) ACCESSIBILITY LAWS 2010 ADA STANDARDS. THIS REQUIRES "EXTRA EFFORT" IN ACHIEVING THE ACCURACY OF THE GRADES AND SLOPES REQUIRED (FINISHED GRADES OF CONCRETE IN TITLE 24 AREAS SHALL BE WITHIN A TOLERANCE OF +/- 1/8" OF PROPOSED GRADES.) PRIOR TO POURING ANY CURB OR FLATWORK AROUND THE PERIMETER OF ANY BUILDING, THE CONCRETE CONTRACTOR SHALL VERIFY THAT THE GRADE OF THE FINISHED FLOOR AND THE FLATWORK/CURB FORMS ARE IN THE PROPER GRADE DIFFERENTIAL PRIOR TO POURING CONCRETE ON ANY TITLE 24 2010 ADA STANDARDS ROUTE OF ACCESS. IF ANY DIFFERENCES ARE FOUND, NOTIFY THE PROJECT ENGINEER IMMEDIATELY PRIOR TO PROCEEDING.
- PARKING
 - SURFACE SLOPES FOR PARKING SPACES FOR PERSONS WITH PHYSICAL DISABILITIES SHALL NOT EXCEED 2% IN ANY DIRECTION.
- CURB RAMPS
 - A CURB RAMP SHALL BE A MINIMUM OF 4 FEET IN WIDTH AND SHALL LIE GENERALLY IN A SINGLE SLOPED PLANE WITH A MINIMUM OF SURFACE WARPING AND CROSS SLOPE.
 - BUILT-UP CURB RAMPS, IF SHOWN, SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES
 - CURB RAMPS AT MARKED CROSSING SHALL BE WHOLLY CONTAINED WITHIN MARKINGS EXCLUDING ANY FLARED SIDES.
 - THE SLOPES OF CURB RAMP SHALL NOT EXCEED 8.3% ON EITHER THE RAMP OR THE FLARED SIDES.
 - A LEVEL LANDING 4 FEET DEEP SHALL BE PROVIDED AT THE UPPER END OF EACH CURB RAMP OVER ITS FULL WIDTH TO PERMIT SAFE EGRESS FROM THE RAMP SURFACE, OR THE SLOPE OF THE FANNED OR FLARED SIDES OF THE CURB RAMP SHALL NOT EXCEED 8.3%
 - THE LOWER END OF EACH CURB RAMP SHALL NOT HAVE A LIP AND BE CONSTRUCTED WITH A FLUSH TRANSITION.
 - ALL CURB RAMPS SHALL HAVE A GROOVED BORDER 12 INCHES WIDE AT THE LEVEL SURFACE OF THE SIDEWALK ALONG THE TOP AND EACH SIDE WITH 3/4" GROOVES APPROXIMATELY 3/4" ON CENTER PER ADA GUIDELINES. ALL CURB RAMPS CONSTRUCTED BETWEEN THE FACE OF THE CURB AND THE STREET SHALL HAVE DETECTABLE WARNINGS (TRUNCATED DOMES).
- WALKS AND SIDEWALKS
 - WALKS AND SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/4 INCH OR UP TO A 1/2 INCH IF BEVELED, AND SHALL BE A MINIMUM OF 4 FEET IN WIDTH.
 - SURFACE CROSS SLOPES SHALL NOT EXCEED 1/4 INCH PER FOOT
 - WALKS SIDEWALKS AND PEDESTRIAN WAYS SHALL BE FREE OF GRATING WHENEVER POSSIBLE. FOR GRATINGS LOCATED IN THE SURFACE OF ANY OF THESE AREAS, GRID OPENINGS IN GRATINGS SHALL BE LIMITED TO 1/2" IN THE DIRECTION IN TRAFFIC FLOW. THE LONG DIMENSION OF GRATING OPENINGS SHALL BE PERPENDICULAR TO THE PEDESTRIAN ROUTE.
 - ALL WALKS SHALL HAVE LESS THAN 2% CROSS SLOPE AND LESS THAN 5% RUNNING SLOPE WHEN PART OF AN ACCESSIBLE ROUTE. WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS 1 VERTICAL TO 20 HORIZONTAL IT SHALL COMPLY WITH THE ADA PROVISIONS FOR PEDESTRIAN RAMPS.
 - ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE ROUTE SHALL BE AVOIDED. WHEN CHANGES IN LEVEL DO OCCUR, THEY SHALL NOT EXCEED 1/2 INCH AND BEVELED WITH A SLOPE OF NO GREATER THAN 1:2 EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4 INCHES MAY BE VERTICAL WHEN CHANGES IN LEVEL GREAT THAN 1/2 INCH ARE NECESSARY. COMPLY WITH THE REQUIREMENTS FOR CURB RAMPS.
 - WALKS SHALL BE PROVIDED WITH A LEVEL AREA NOT LESS THAN 60 INCHES AT A DOOR OR GATE THAT SWINGS TOWARD THE WALK, AND NOT LESS THAN 48 INCHES WIDE BY 44 INCHES DEEP THAT A DOOR OR GATE THAT SWINGS AWAY FROM THE WALK. SUCH WALKS SHALL EXTEND 24 INCHES TO THE SIDE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALK.
 - ALL WALKS WITH CONTINUOUS GRADIENTS SHALL HAVE LEVEL AREAS OF AT LEAST 5 FEET IN LENGTH AT INTERVALS OF AT LEAST EVERY 400 FEET.
 - IF A WALK CROSSES OR ADJOINS A VEHICULAR TRAVEL WAY, AND THE WALKING SURFACES ARE NOT SEPARATED BY CURBS, RAILINGS OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND VEHICULAR AREAS, THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTENTIOUS DETECTABLE WARNING WHICH IS 36 INCHES WIDE, CONSISTING OF TRUNCATED DOMES.
- RAMPS
 - ANY PATH OF TRAVEL SHALL BE CONSIDERED A RAMP IF ITS SLOPE IS GREATER THAN 1:20
 - RAMPS WITH A RISE GREATER THAN 6 INCHES AND A HORIZONTAL PROJECTION GREATER THAN 72 INCHES SHALL HAVE HANDRAILS ON BOTH SIDES.
 - THE TOP LANDING ON A RAMP MUST BE AT LEAST 60 INCHES IN DEPTH.
 - IF A DOOR SWINGS ONTO A TOP LANDING, THE MINIMUM LANDING DIMENSION SHALL BE NOT LESS THAN 60 INCHES CLEAR PLUS THE WIDTH OF THE DOOR.
 - INTERMEDIATE LANDINGS SHALL BE PROVIDED AT TURNS AND WHENEVER THE CHANGE IN LEVEL EXCEEDS 30 INCHES.
 - INTERMEDIATE LANDINGS ON STRAIGHT RAMPS SHALL HAVE A DEPTH OF NOT LESS THAN 5'-0" INTERMEDIATE LANDINGS ON RAMPS THAT TURN GREATER THAN 30° SHALL BE NOT LESS THAN 6'-0"
 - RAMPS SHALL BE NOT LESS THAN 4'-0" WIDE. RAMPS SERVING A PRIMARY ENTRANCE FOR AN OCCUPANT LOAD OF 300 OR MORE PEOPLE SHALL BE NOT LESS THAN 5'-0" WIDE.
 - HANDRAILS SHALL BE PLACED ON EACH SIDE OF EACH RAMP AND SHALL BE CONTINUOUS THE FULL LENGTH OF THE RAMP. HANDRAILS SHOULD BE 34 TO 38 INCHES ABOVE THE RAMP SURFACE AND EXTEND A MINIMUM OF 1 FOOT BEYOND THE TOP AND BOTTOM OF THE RAMP. THE HANDRAILS SHOULD BE CONSISTENT IN HEIGHT THROUGH THE ENTIRE RAMP.
 - SURFACES OF RAMPS SHALL BE SLIP RESISTANT (MEDIUM BROOM FINISH)
 - RAMP SLOPES ARE NOT GREATER THAN 1:12 AND NO LESS THAN 1:20 WHEN PART OF AN ACCESSIBLE ROUTE.
- STAIRS
 - STAIRWAYS WITH MORE THAN 1 STEP SHALL HAVE HANDRAILS ON EACH SIDE. AS SHOWN ON THE PLANS. HANDRAILS MUST BE 1-1/4 INCHES IN EITHER CROSS SECTIONAL DIMENSION AND 1-1/2 INCHES CLEAR FROM THE WALL EDGES AND SHALL HAVE A MINIMUM RADIUS OF 1/8 INCH.
 - CAST IRON (NON-SKID STAIR NOSING, MINIMUM 2" WIDE WITH A CONTRASTING COLOR STRIP AT UPPER APPROACH AND AT EVERY TREAD SHALL BE INSTALLED ON ALL EXTERIOR STEPS.

EROSION CONTROL NOTES

- ALL EROSION & SEDIMENT CONTROL BMP'S SHALL BE IN ACCORDANCE WITH:
 - CALTRANS STORM WATER QUALITY HANDBOOK, CONSTRUCTION SITE BMP'S MANUAL, LATEST EDITION
 - CALTRANS STORM WATER QUALITY HANDBOOK, CONSTRUCTION CONTRACTORS GUIDE AND SPECIFICATIONS, LATEST EDITION
- ALL WORK EQUIPMENT SHALL BE WASHED AT A LOCATION OFF THE PROJECT SITE.
- CONTRACTOR SHALL PERFORM LITTER REMOVAL IN CONJUNCTION WITH CONSTRUCTION ACTIVITIES.
- STRAW WATTLES SHALL BE PLACED IN APPROPRIATE AREAS TO PREVENT SILT/SEDIMENT FROM ENTERING THE WATER BODY AT ALL TIMES DURING CONSTRUCTION.
- EROSION CONTROL BEST MANAGEMENT PRACTICE (BMP'S) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). SEDIMENT CONTROL BMP'S SHALL BE INSTALLED AND MAINTAINED ALL YEAR ROUND.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PROTECTED FROM EROSION DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). HYDROSEED, IF UTILIZED, MUST BE PLACED BY SEPTEMBER 15. HYDROSEED PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD SUCH AS STRAW MULCH, SOIL BINDER OR EROSION CONTROL BLANKETS/MATS.
- NO WORK SHALL TAKE PLACE DURING RAIN EVENTS, AND IN PREPARATION FOR SUCH EVENTS, ANY LOOSE SEDIMENTS/SILT OR OTHER MATERIALS SHALL BE COVERED WITH WOVEN FABRIC AND SURROUNDED BY STRAW WATTLES.
- EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT SHALL BE IN COMPLIANCE AT ALL TIMES WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE OF CALIFORNIA GENERAL CONSTRUCTION PERMIT. THIS PERMIT REQUIRES THAT THE SWPPP BE KEPT UP TO DATE TO REFLECT THE CHANGING SITE CONDITIONS AND THE SWPPP IS TO BE AVAILABLE ON SITE AND ACCESSIBLE AT ALL TIMES FOR INSPECTION AND REVIEW BY THE STATE.
- THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL DURING ALL PHASES OF CONSTRUCTION. WATER OR OTHER APPROVED METHODS SHALL BE USED TO CONTROL WINDBLOWN DUST AND PARTICLES. DUST AND PARTICLES SHALL NOT LEAVE THE CONSTRUCTION SITE. DUST CONTROL SHALL BE UTILIZED OVERALL DISTURBED AREAS (UNLESS SUITABLY STABILIZED) REGARDLESS OF WHETHER ACTIVE WORK IS UNDERWAY. THE FOLLOWING MEASURES SHALL BE IMPLEMENTED:
 - WATER EXPOSED SURFACES, GRADED AREAS, STORAGE PILES, AND HAUL ROADS AT LEAST TWICE DAILY.
 - MINIMIZE THE AMOUNT OF DISTURBED AREA, THE AMOUNT OF MATERIAL ACTIVELY WORKED, AND THE AMOUNT OF MATERIAL STOCKPILED.
 - LIMIT ON SIGHT CONSTRUCTION VEHICLE SPEEDS TO 15 MPH.
 - SWEEP OR WASH PAVED STREETS ADJACENT TO PROJECT CONSTRUCTION SITES AT LEAST ONCE A DAY TO REMOVE ACCUMULATED DUST / DEBRIS.
 - MAINTAIN AT LEAST TWO FEET OR FREEBOARD WHEN TRANSPORTING SOIL OR OTHER MATERIAL BY TRUCK.
- THE CONTRACTOR SHALL STAMP ALL STORM DRAIN INLETS WITH THE WORDS "NO DUMPING" AND "FLOWS TO RIVER" WITH A MINIMUM OF 2 - INCH BLOCK LETTERING PERCEPTION 1/4" DEEP IN THE CURB OR WITHIN TWO INCH DISTANCE OF THE CURB ADJACENT TO THE DRAIN INLET.

CODES AND STANDARDS

- 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 PART 2
- 2016 CALIFORNIA ELECTRICAL CODE, TITLE 24 PART 3
- 2016 CALIFORNIA MECHANICAL CODE, TITLE 24 PART 4
- 2016 CALIFORNIA PLUMBING CODE, TITLE 24 PART 5
- 2016 CALIFORNIA BUILDING ENERGY CODE, TITLE 24 PART 6
- 2016 CALIFORNIA FIRE CODE, TITLE 24 PART 9
- 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

ACI - AMERICAN CONCRETE INSTITUTE, ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"

ACI - AMERICAN CONCRETE INSTITUTE, ACI 530, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"

2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

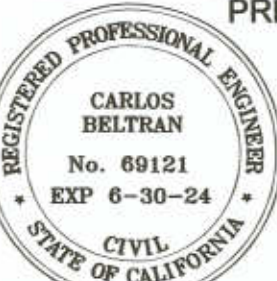
AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "STEEL CONSTRUCTION MANUAL, 13TH EDITION"

CODE SUMMARY:

OCCUPANCY TYPE: U - UTILITY AND MISCELLANEOUS
 CONSTRUCTION: MASONRY
 AREA ALLOWABLE: 51,111 SQ FT
 HEIGHT: 1 STORY
 HEIGHT ALLOWABLE: N/A
 OCCUPANT LOAD: 1

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

 CARLOS BELTRAN, P.E.

69121 R.C.E. No.

06/30/24 REG. EXP.


DATE: 6/2/23

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT

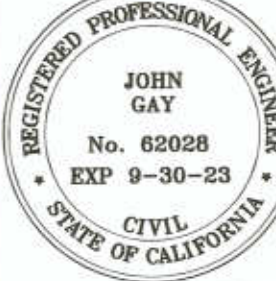
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL, CA. 92251

TEL. (760) 545-0162 FAX (760) 545-0163

 PUBLIC WORKS DEPARTMENT

COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 JOHN GAY, P.E.

JOHN GAY, P.E. PUBLIC WORKS DIRECTOR

6/6/23 DATE

62028 R.C.E. No.

09/30/23 REG. EXP.

DATE	6/2/2023
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB




COMMUNITY AND ECONOMIC DEVELOPMENT

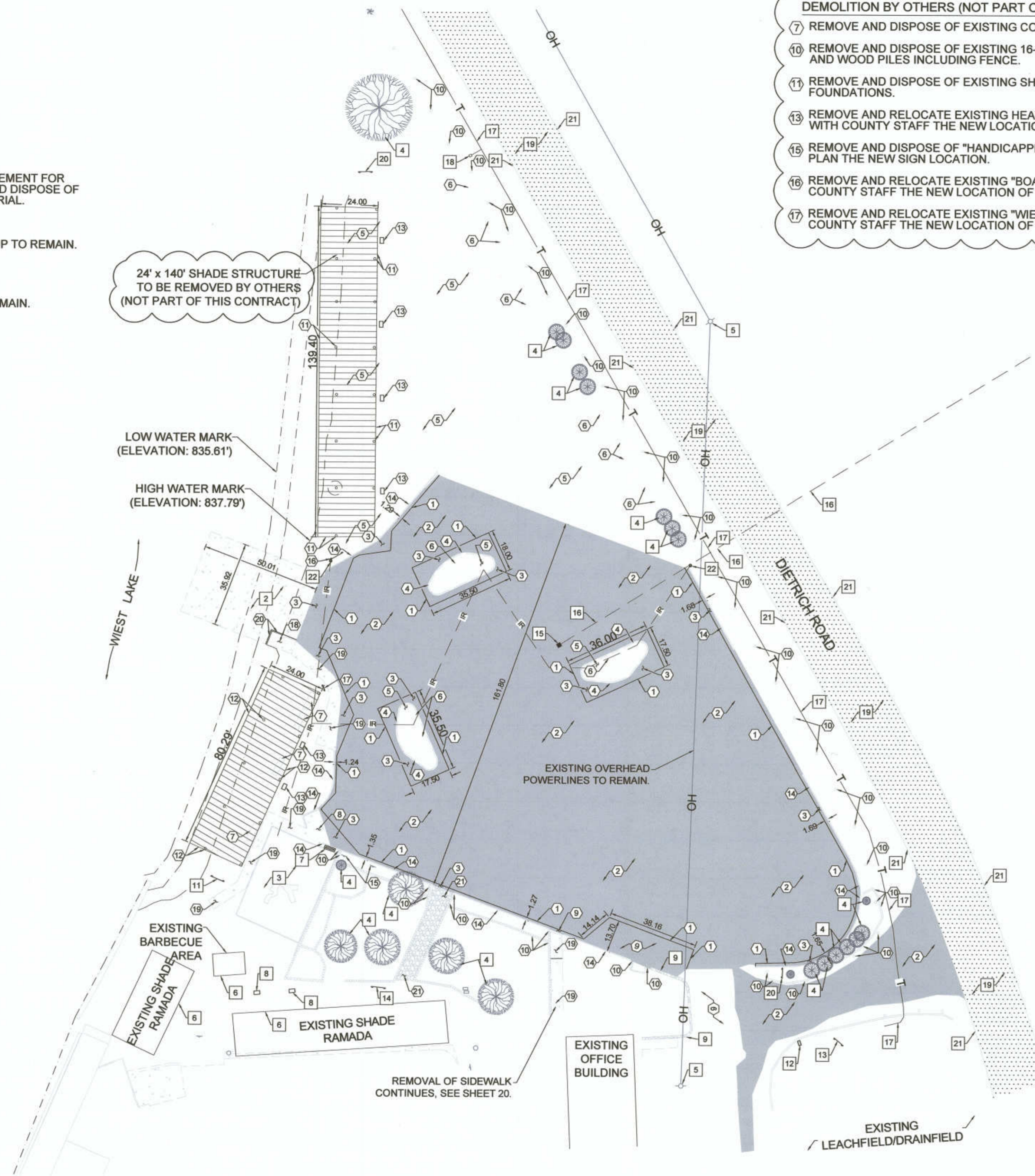
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

GENERAL NOTES

SHEET 2 OF 26

LEGEND:

-  COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
-  EXISTING CONCRETE BOAT RAMP TO REMAIN.
-  EXISTING A.C. PAVEMENT TO REMAIN.



DEMOLITION BY OTHERS (NOT PART OF THIS CONTRACT)

- 7 REMOVE AND DISPOSE OF EXISTING CONCRETE BENCH WITH BACK INCLUDING ANY FOOTINGS
- 10 REMOVE AND DISPOSE OF EXISTING 16-INCH DIAMETER, APPROX. 5 FEET HIGH WOODEN POST, AND WOOD PILES INCLUDING FENCE.
- 11 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE, INCLUDING SIXTEEN (16) POSTS AND FOUNDATIONS.
- 13 REMOVE AND RELOCATE EXISTING HEAVY-DUTY STEEL GRILLS AND PERTINENCES. COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING GRILLS.
- 15 REMOVE AND DISPOSE OF "HANDICAPPED PARKING" SIGN. COORDINATE WITH THE STRIPING PLAN THE NEW SIGN LOCATION.
- 16 REMOVE AND RELOCATE EXISTING "BOATING LAWS ENFORCED" SIGN. COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.
- 17 REMOVE AND RELOCATE EXISTING "WEST LAKE COUNTY PARK" SIGN. COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.

DEMOLITION KEYNOTES

- 1 SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT.
- 2 COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
- 3 REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
- 4 REMOVE AND DISPOSE OF EXISTING P.C.C. CURB AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
- 5 REMOVE AND DISPOSE OF EXISTING NATIVE MATERIAL TO SUBBASE DESIGN GRADE.
- 6 REMOVE AND DISPOSE OF EXISTING TREE AND LANDSCAPING AREA. CLEAR AREA OF ANY VEGETATION, ROOTS, AND ORGANIC MATERIAL. CONTRACTOR TO REMOVE AND CAP THE EXISTING IRRIGATION LINES WITHIN SAWCUT AREA.
- 7 REMOVE AND DISPOSE OF EXISTING CONCRETE BENCH WITH BACK INCLUDING ANY FOOTINGS.
- 8 REMOVE AND DISPOSE OF EXISTING P.C.C. HANDICAP CURB RAMP AND MATERIAL UNDERLYING P.C.C. HANDICAP CURB RAMP TO DESIGN SUBBASE GRADE.
- 9 REMOVE AND DISPOSE OF EXISTING DETERIORATED A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
- 10 REMOVE AND DISPOSE OF EXISTING 16-INCH DIAMETER, APPROX. 5 FEET HIGH WOODEN POST, AND WOOD PILES INCLUDING FENCE.
- 11 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE, INCLUDING SIXTEEN (16) POSTS AND FOUNDATIONS.
- 12 REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE, INCLUDING TEN (10) POSTS AND FOUNDATIONS.
- 13 CONTRACTOR TO REMOVE AND RELOCATE EXISTING HEAVY-DUTY STEEL GRILLS AND PERTINENCES. THE CONTRACTOR SHALL COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING GRILLS.
- 14 REMOVE AND DISPOSE OF EXISTING 6-INCH A.C. DIKE AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
- 15 REMOVE AND DISPOSE OF "HANDICAPPED PARKING" SIGN. THE CONTRACTOR SHALL COORDINATE WITH THE STRIPING PLAN THE NEW SIGN LOCATION.
- 16 REMOVE AND RELOCATE EXISTING "BOATING LAWS ENFORCED" SIGN. THE CONTRACTOR SHALL COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.
- 17 REMOVE AND RELOCATE EXISTING "WEST LAKE COUNTY PARK" SIGN. THE CONTRACTOR SHALL COORDINATE WITH COUNTY STAFF THE NEW LOCATION OF THE EXISTING SIGN.
- 18 REMOVE AND DISPOSE OF EXISTING P.C.C. WALKWAY INCLUDING REBARS AND UNDERLYING MATERIAL TO SUBBASE ABUTMENT DESIGN GRADE.
- 19 REMOVE AND DISPOSE OF EXISTING P.C.C. SIDEWALK AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
- 20 SAWCUT THE EXISTING P.C.C. WALKWAY INCLUDING REBARS FOR THE FULL DEPTH OF THE P.C.C. WALKWAY.
- 21 REMOVE AND DISPOSE OF EXISTING WALKWAY PAVERS AND UNDERLYING MATERIAL TO DESIGN SUBBASE GRADE.

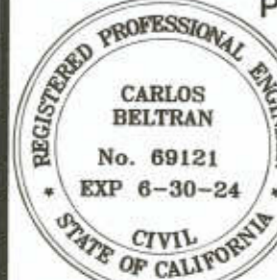
EXISTING FACILITY KEYNOTES

- 1 EXISTING SIDEWALK TO REMAIN.
- 2 EXISTING CONCRETE BOAT RAMP TO REMAIN.
- 3 EXISTING PLAYGROUND TO REMAIN.
- 4 EXISTING BUSHES OR TREES TO REMAIN.
- 5 EXISTING POWER POLE TO REMAIN.
- 6 EXISTING SHADE RAMADA TO REMAIN.
- 7 EXISTING RON PRATE PLAYGROUND CREDIT SIGN TO REMAIN.
- 8 EXISTING HEAVY-DUTY STEEL GRILL TO REMAIN.
- 9 DECORATIVE ROCK WALL TO REMAIN.
- 10 N/A
- 11 EXISTING "NO SWIMMING OR WADING" SIGN TO REMAIN.
- 12 EXISTING MAILBOX TO REMAIN.
- 13 EXISTING "WEST LAKE PARK RULES" SIGN TO REMAIN.
- 14 EXISTING "NO SWIMMING NO LIFEGUARD" SIGN TO REMAIN.
- 15 EXISTING STORMWATER CATCH INLET TO REMAIN.
- 16 EXISTING STORMDRAIN PIPELINE TO REMAIN.
- 17 EXISTING AT&T PIPELINE TO REMAIN.
- 18 EXISTING AT&T UTILITY BOX TO REMAIN.
- 19 EXISTING A.C. PAVEMENT TO REMAIN.
- 20 EXISTING SIGN TO REMAIN.
- 21 EXISTING EDGE OF PAVEMENT.
- 22 EXISTING HOSE BIB TO REMAIN (PROTECT IN PLACE).

SCALE:
11"x17" Sheet 1" = 60'
24"x36" Sheet 1" = 30'

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

 CARLOS BELTRAN, P.E.
No. 69121
EXP. 6-30-24
CIVIL
STATE OF CALIFORNIA

6/2/22
DATE

69121
R.C.E. No.


06/30/24
REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
IMPERIAL, CA. 92251
TEL. (760) 545-0162 FAX (760) 545-0163

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 JOHN GAY
No. 62028
EXP. 9-30-23
CIVIL
STATE OF CALIFORNIA

John Gay
JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR
6/6/23
DATE

62028
R.C.E. No.

09/30/23
REG. EXP.

DATE	6/2/2023
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB

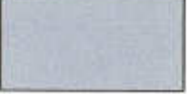


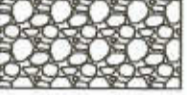

COMMUNITY AND ECONOMIC DEVELOPMENT

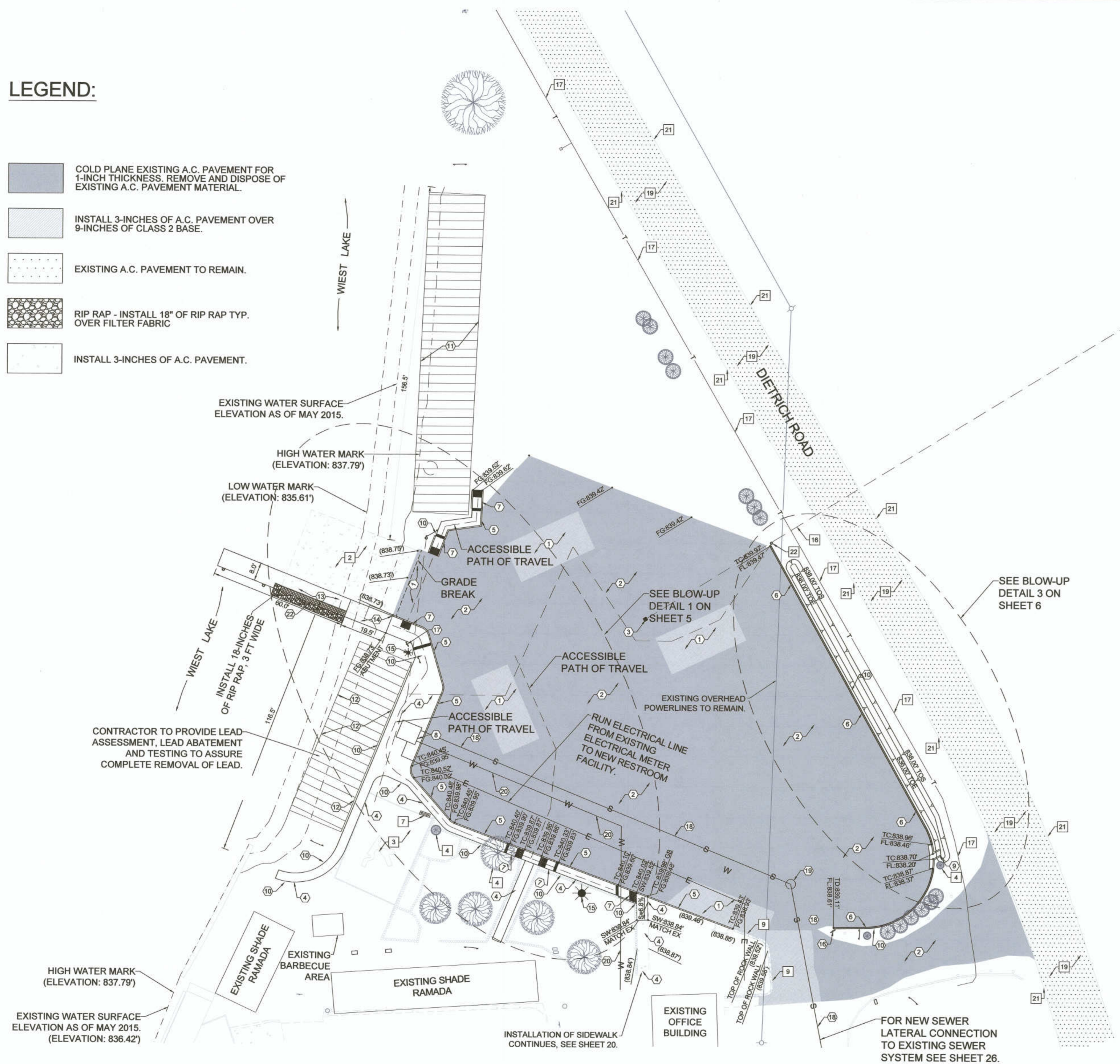
IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT

EXISTING CONDITIONS & DEMOLITION PLAN

SHEET 3 OF 26

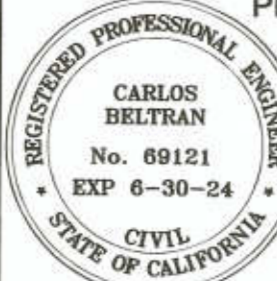

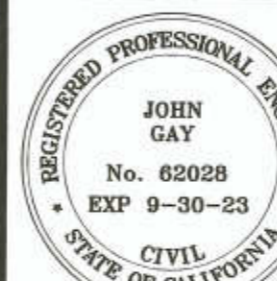
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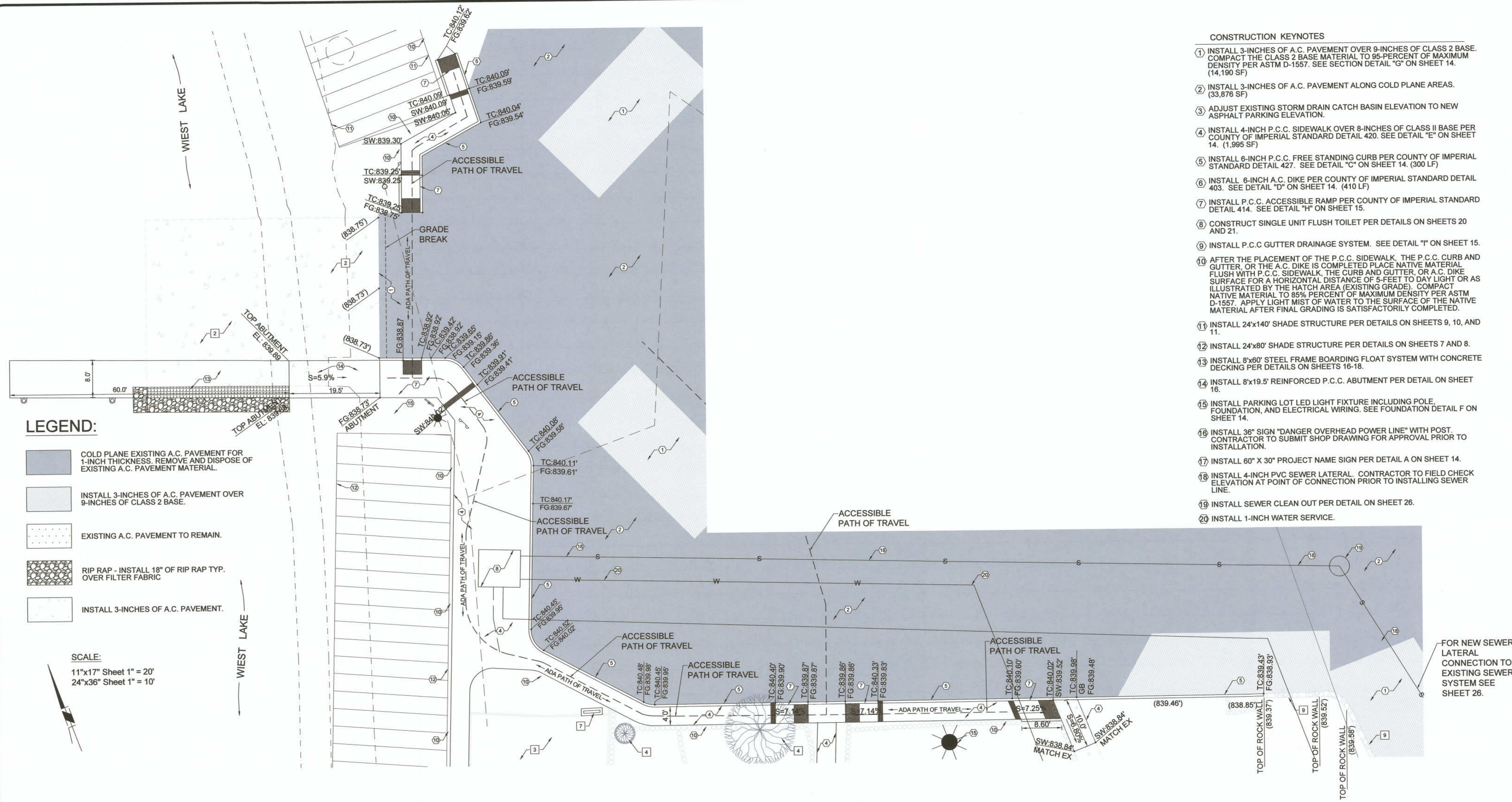
-  COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
-  INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE.
-  EXISTING A.C. PAVEMENT TO REMAIN.
-  RIP RAP - INSTALL 18" OF RIP RAP TYP. OVER FILTER FABRIC
-  INSTALL 3-INCHES OF A.C. PAVEMENT.



- CONSTRUCTION KEYNOTES**
- 1 INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE. COMPACT THE CLASS 2 BASE MATERIAL TO 95-PERCENT OF MAXIMUM DENSITY PER ASTM D-1557. SEE SECTION DETAIL "G" ON SHEET 14. (14,190 SF)
 - 2 INSTALL 3-INCHES OF A.C. PAVEMENT ALONG COLD PLANE AREAS. (33,876 SF)
 - 3 ADJUST EXISTING STORM DRAIN CATCH BASIN ELEVATION TO NEW ASPHALT PARKING ELEVATION.
 - 4 INSTALL 4-INCH P.C.C. SIDEWALK OVER 8-INCHES OF CLASS II BASE PER COUNTY OF IMPERIAL STANDARD DETAIL 420. SEE DETAIL "E" ON SHEET 14. (1,995 SF)
 - 5 INSTALL 6-INCH P.C.C. FREE STANDING CURB PER COUNTY OF IMPERIAL STANDARD DETAIL 427. SEE DETAIL "C" ON SHEET 14. (300 LF)
 - 6 INSTALL 6-INCH A.C. DIKE PER COUNTY OF IMPERIAL STANDARD DETAIL 403. SEE DETAIL "D" ON SHEET 14. (410 LF)
 - 7 INSTALL P.C.C. ACCESSIBLE RAMP PER COUNTY OF IMPERIAL STANDARD DETAIL 414. SEE DETAIL "H" ON SHEET 15.
 - 8 CONSTRUCT SINGLE UNIT FLUSH TOILET PER DETAILS ON SHEETS 20 AND 21.
 - 9 INSTALL P.C.C. GUTTER DRAINAGE SYSTEM. SEE DETAIL "I" ON SHEET 15.
 - 10 AFTER THE PLACEMENT OF THE P.C.C. SIDEWALK, THE P.C.C. CURB AND GUTTER OR THE A.C. DIKE IS COMPLETED PLACE NATIVE MATERIAL FLUSH WITH P.C.C. SIDEWALK, THE CURB AND GUTTER, OR A.C. DIKE SURFACE FOR A HORIZONTAL DISTANCE OF 5- FEET TO DAY LIGHT OR AS ILLUSTRATED BY THE HATCH AREA (EXISTING GRADE). COMPACT NATIVE MATERIAL TO 85% PERCENT OF MAXIMUM DENSITY PER ASTM D-1557. APPLY LIGHT MIST OF WATER TO THE SURFACE OF THE NATIVE MATERIAL AFTER FINAL GRADING IS SATISFACTORILY COMPLETED.
 - 11 INSTALL 24'x140' SHADE STRUCTURE PER DETAILS ON SHEETS 9, 10, AND 11.
 - 12 INSTALL 24'x80' SHADE STRUCTURE PER DETAILS ON SHEETS 7 AND 8.
 - 13 INSTALL 8'x60' STEEL FRAME BOARDING FLOAT SYSTEM WITH CONCRETE DECKING PER DETAILS ON SHEET 16-18.
 - 14 INSTALL 8'x19.5' REINFORCED P.C.C. ABUTMENT PER DETAIL ON SHEET 16.
 - 15 INSTALL PARKING LOT LED LIGHT FIXTURE INCLUDING POLE, FOUNDATION, AND ELECTRICAL WIRING. SEE FOUNDATION DETAIL F ON SHEET 14.
 - 16 INSTALL 36" SIGN "DANGER OVERHEAD POWER LINE" WITH POST. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL PRIOR TO INSTALLATION.
 - 17 INSTALL 60" X 30" PROJECT NAME SIGN PER DETAIL A ON SHEET 14.
 - 18 INSTALL 4-INCH PVC SEWER LATERAL. CONTRACTOR TO FIELD CHECK ELEVATION AT POINT OF CONNECTION PRIOR TO INSTALLING SEWER LINE.
 - 19 INSTALL SEWER CLEAN OUT PER DETAIL ON SHEET 26.
 - 20 INSTALL 1-INCH WATER SERVICE.
 - 22 INSTALL 12 INCH THICK CLOSED CELL ARTICULATED MAT OVER 12 INCHES OF DRAIN ROCK. (30 FT IN LENGTH BY 2.5 FT WIDE AREA)

SCALE:
 11"x17" Sheet 1" = 50'
 24"x36" Sheet 1" = 25'

REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:	PUBLIC WORKS DEPARTMENT	APPROVED BY THE COUNTY OF IMPERIAL:	DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	GRADING AND IMPROVEMENT PLAN
			 CARLOS BELTRAN No. 69121 EXP 6-30-24 CIVIL STATE OF CALIFORNIA CARLOS BELTRAN, P.E. DATE: 6/2/23	 PUBLIC WORKS DEPARTMENT COUNTY OF IMPERIAL	 JOHN GAY No. 62028 EXP 9-30-23 CIVIL STATE OF CALIFORNIA JOHN GAY, P.E. PUBLIC WORKS DIRECTOR DATE: 6/6/23	6/2/2023	COMMUNITY AND ECONOMIC DEVELOPMENT IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT	GRADING AND IMPROVEMENT PLAN SHEET 4 OF 26
			DYNAMIC CONSULTING ENGINEERS CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL CA. 92251 TEL. (760) 545-0162 FAX (760) 545-0163					



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 - ⑲ INSTALL SEWER CLEAN OUT PER DETAIL ON SHEET 26.
 - ⑳ INSTALL 1-INCH WATER SERVICE.

LEGEND:

- COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
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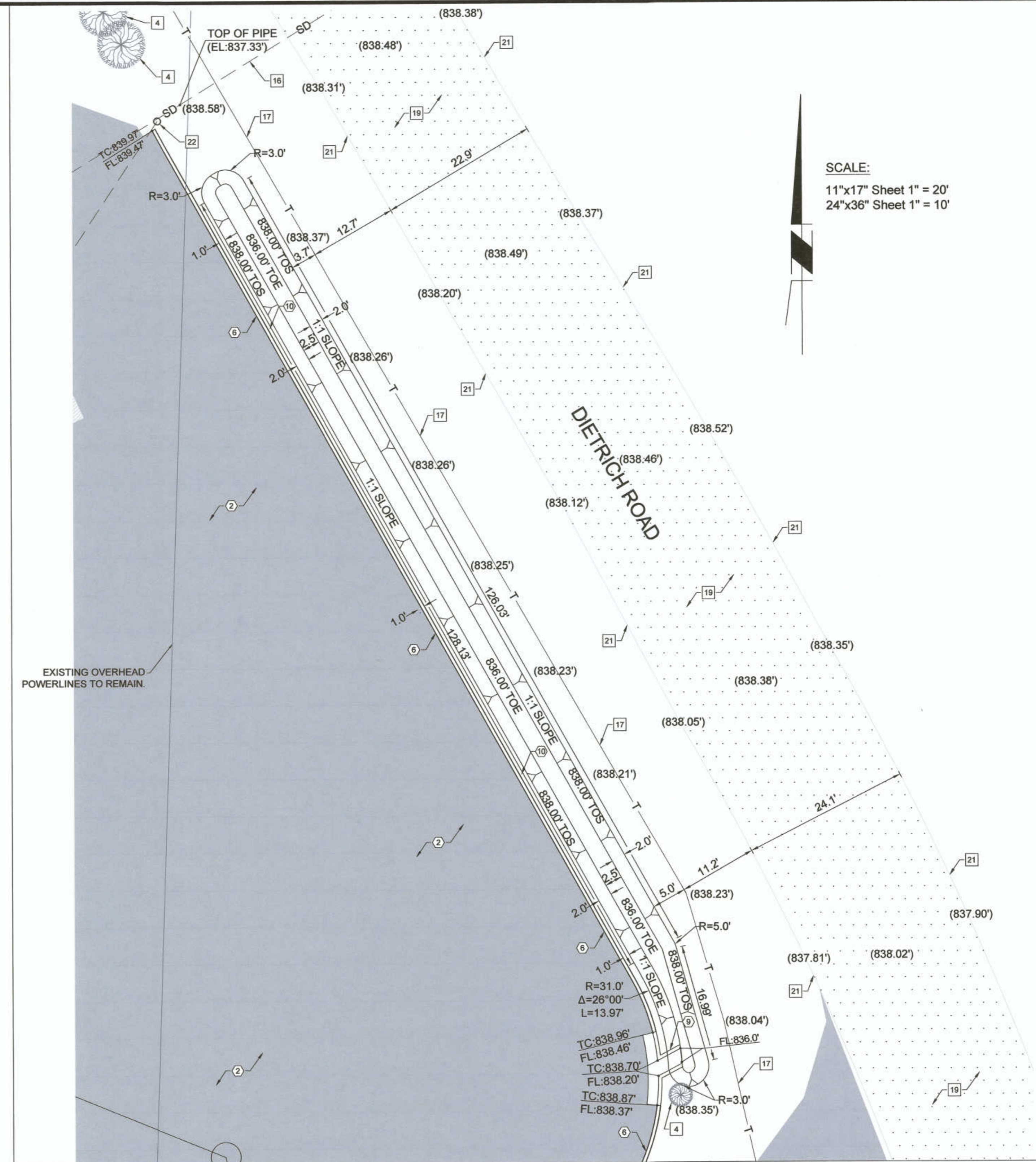
SCALE:
 11"x17" Sheet 1" = 20'
 24"x36" Sheet 1" = 10'

BLOW-UP DETAIL 1

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION	DATE	COMMENTS										<p>PREPARED UNDER THE DIRECT SUPERVISION OF:</p> <div style="display: flex; align-items: center;"> <div> <p>CARLOS BELTRAN, P.E. No. 69121 EXP 6-30-24 CIVIL STATE OF CALIFORNIA</p> </div> </div> <p>6/2/23 DATE</p>	<div style="display: flex; align-items: center;"> <div> <p>DYNAMIC CONSULTING ENGINEERS</p> <p>CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL, CA. 92251 TEL. (760) 545-0162 FAX (760) 545-0163</p> </div> </div>	<p>PUBLIC WORKS DEPARTMENT COUNTY OF IMPERIAL</p>	<p>APPROVED BY THE COUNTY OF IMPERIAL:</p> <div style="display: flex; align-items: center;"> <div> <p>JOHN GAY, P.E. No. 62028 EXP 9-30-23 CIVIL STATE OF CALIFORNIA</p> </div> </div> <p>6/6/23 DATE</p>	<p>DATE: 6/2/2023 DRAWN: DB SCALE: AS SHOWN CHECKED: CB</p>	<p>COMMUNITY AND ECONOMIC DEVELOPMENT</p> <p>IMPROVEMENTS FOR THE Wiest LAKE BOAT LAUNCHING FACILITY PROJECT</p>	<p>BLOW-UP DETAILS</p> <p style="text-align: right;">SHEET 5 OF 26</p>
REVISION	DATE	COMMENTS																	

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- 20 INSTALL 1-INCH WATER SERVICE.



BLOW-UP DETAIL 3

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN, P.E.

DATE: 6/2/23

69121

R.C.E. No.

06/30/24

REG. EXP.

DYNAMIC CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT

2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL, CA. 92251

TEL. (760) 545-0162 FAX (760) 545-0163

PUBLIC WORKS DEPARTMENT

COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY, P.E.

DATE: 6/6/23

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R.C.E. No.

09/30/23

REG. EXP.

DATE: 6/2/2023

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SCALE: AS SHOWN

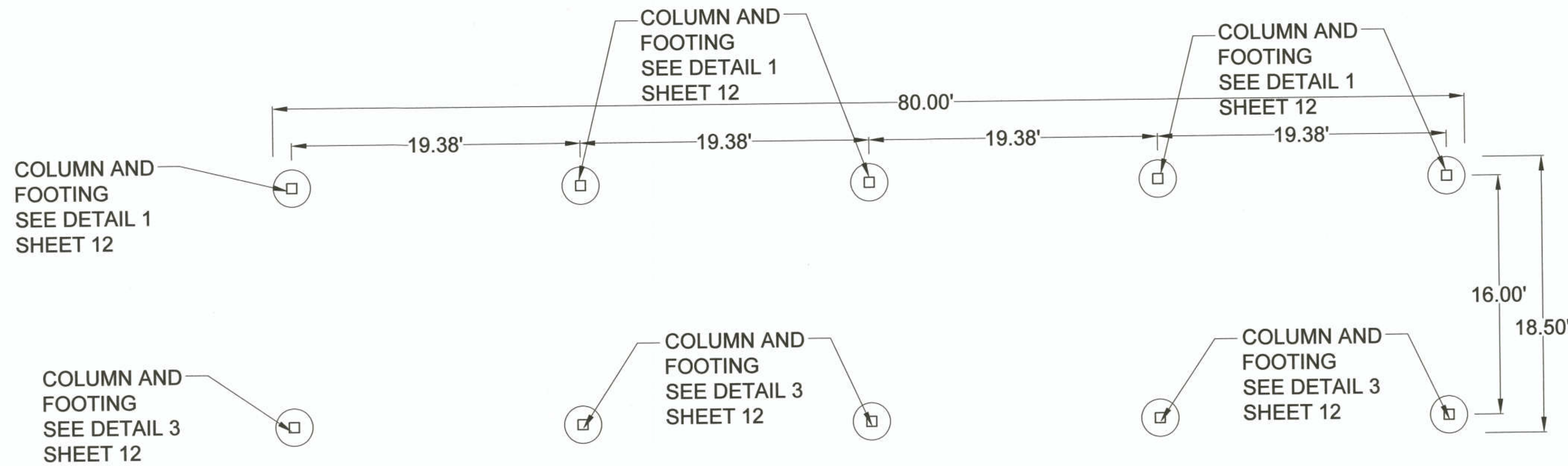
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

BLOW-UP DETAILS

SHEET 6 OF 26



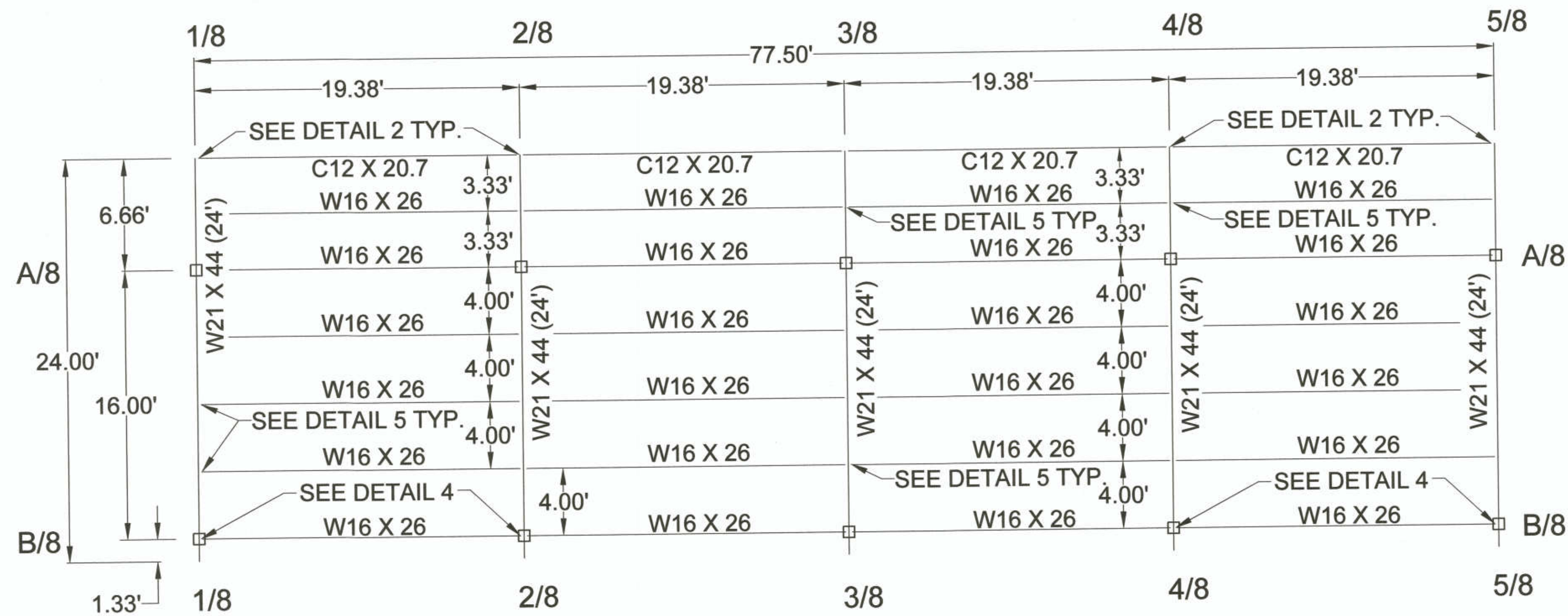
80 FT BY 24 FT SHADE STRUCTURE
COLUMN AND FOUNDATION PLAN

NOTE:
DETAILS 1, 2, 3, 4 AND 5
FOR THIS SHEET ARE
FOUND ON SHEET 12.

DESIGN CRITERIA:

WIND LOADING:
RISK CATEGORY: 1
EXPOSURE: C
BASIC WIND SPEED: 100 MPH
(ASCE 7-10) FIGURE 26.5-1C

SEISMIC LOADING:
RISK CATEGORY: 1
SITE CLASSIFICATION: D
PEAK GROUND ACCELERATION (PGA): 1.5
Fa: 1.0
S_{0.5}: 1.0

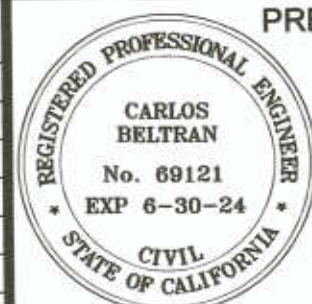

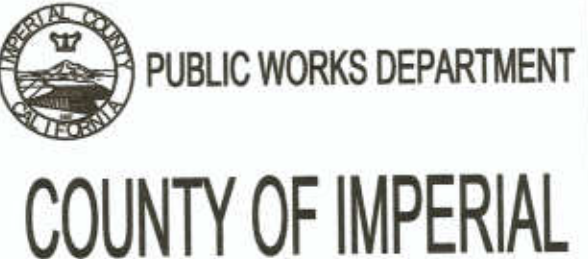



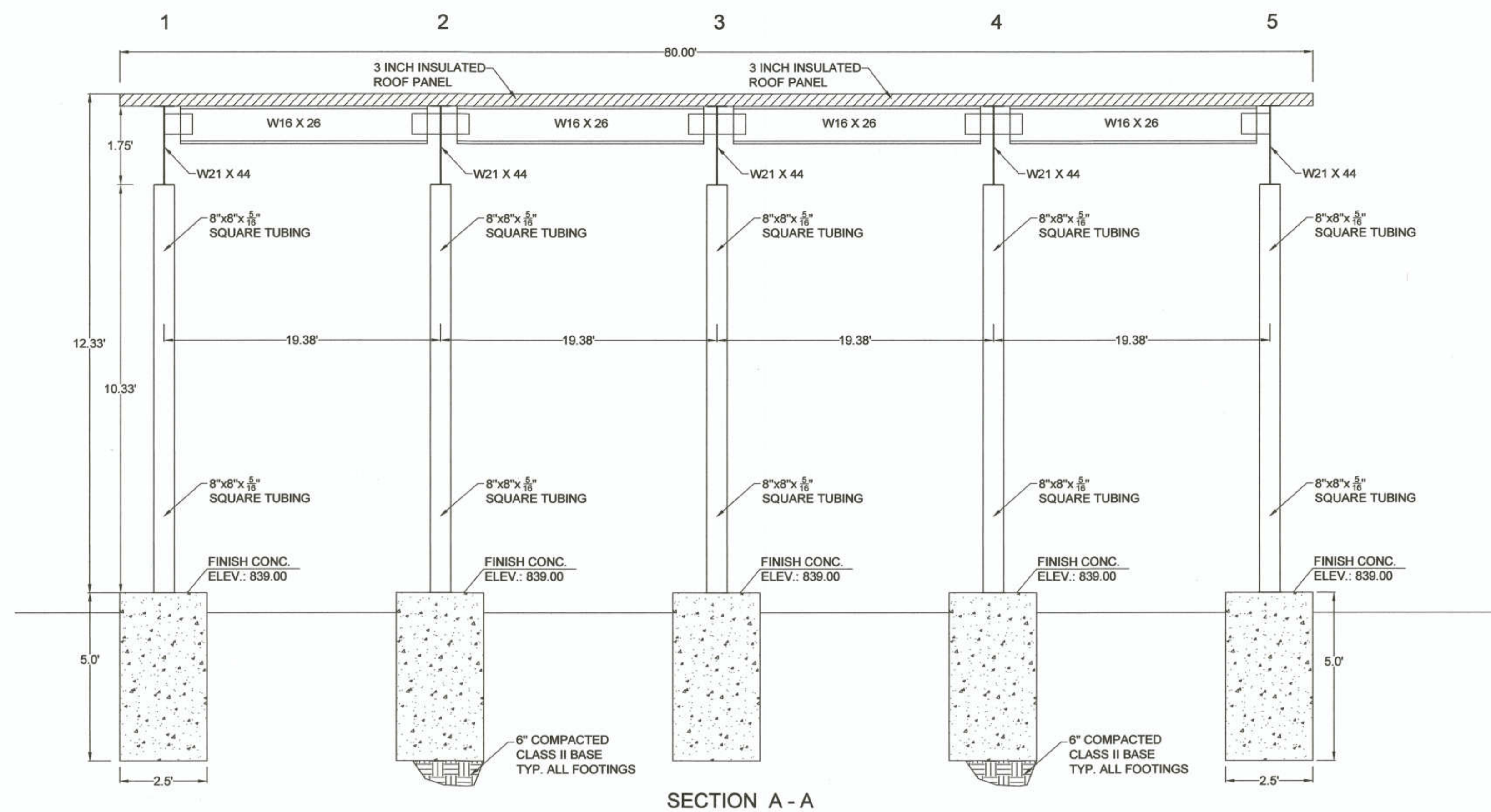
NOTE:
DETAILS 1, 2, 3, 4 AND 5
FOR THIS SHEET ARE
FOUND ON SHEET 12.

CROSS SECTIONS ARE
FOUND ON SHEET 8

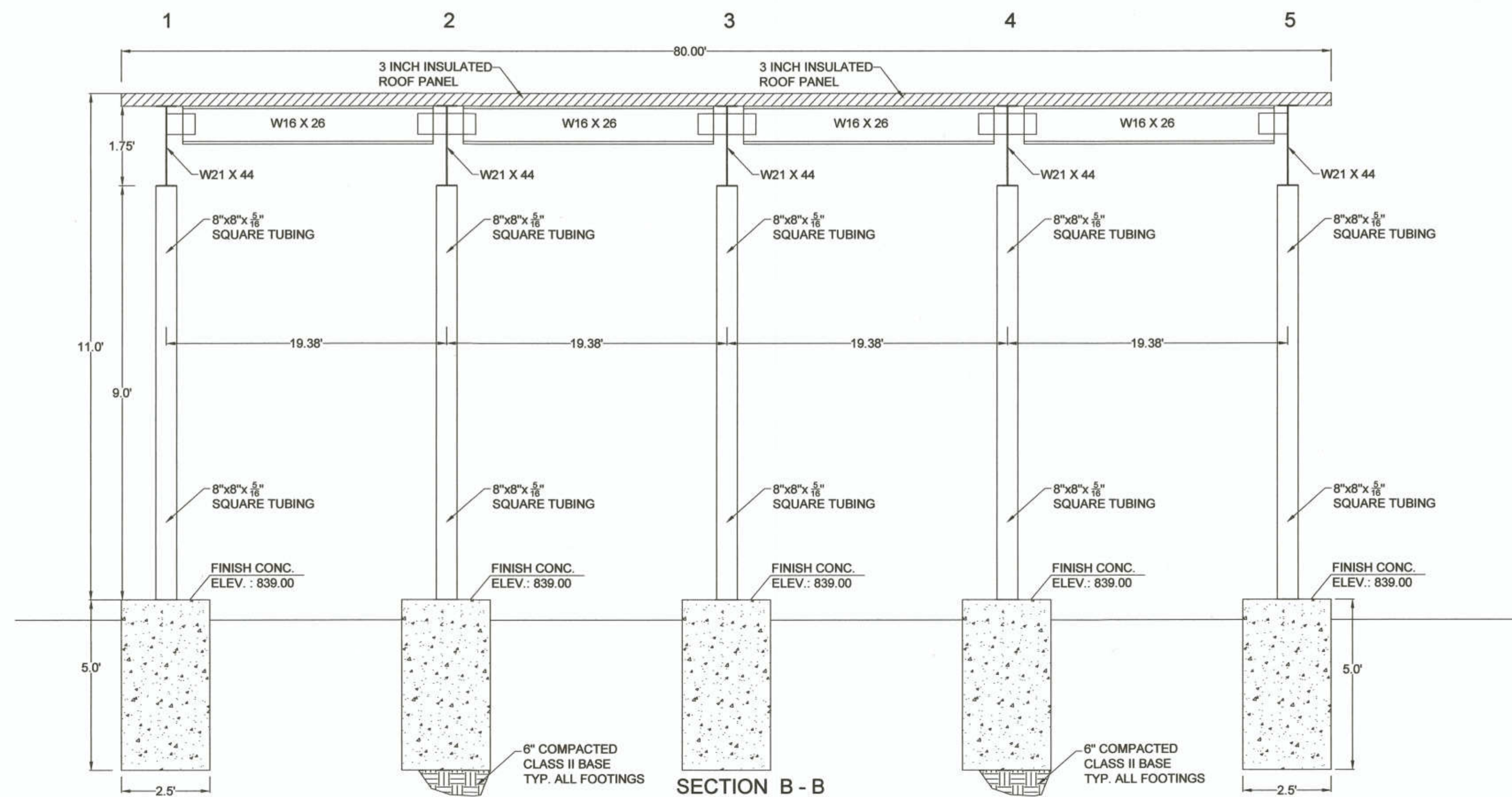
NOTE:
ROOF DECK SHOULD EXTEND 15
INCHES (OVERHANG) FROM CENTER OF
COLUMNS EXTENDING EAST

80 FT BY 24 FT SHADE STRUCTURE
FRAMING PLAN

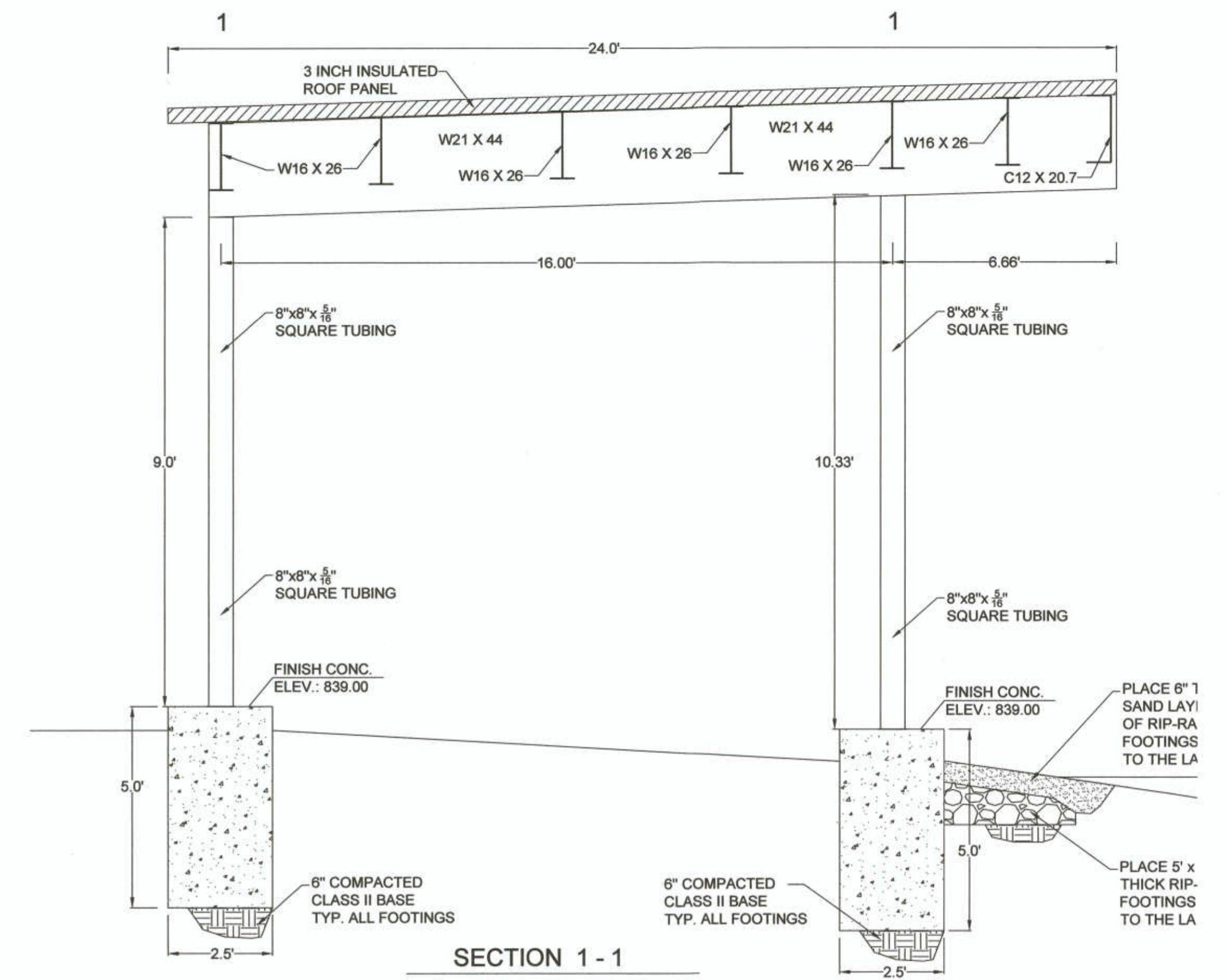
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SECTION A - A



SECTION B - B



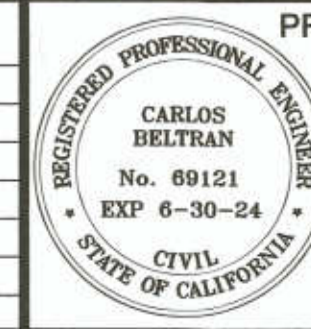
SECTION 1 - 1

NOTE:
DETAILS 1, 2, 3, 4 AND 5
FOR THIS SHEET ARE
FOUND ON SHEET 12.

GENERAL NOTES:

1. CONCRETE SHALL BE 4,500 PSI TYPE V PORTLAND CEMENT WITH A MAXIMUM WATER/CEMENT RATIO OF 0.45 (BY WEIGHT).
2. CONCRETE POUR SHALL BE MONOLITHIC.
3. REINFORCING BARS SHALL BE GRADE 40 ($f_y = 40,000$ psi)
4. ALL REINFORCING BARS SHALL HAVE AT MINIMUM 3" COVER.
5. SPECIAL INSPECTIONS SHALL BE PROVIDED FOR THE CONCRETE CONSTRUCTION PER CALIFORNIA BUILDING CODE SECTION 1704.4 AND TABLE 1704.4 REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION.

REVISION	DATE	COMMENTS



PREPARED UNDER THE DIRECT SUPERVISION OF:

Dynamic CONSULTING ENGINEERS
 CARLOS BELTRAN, P.E.
 No. 69121
 EXP. 6-30-24
 DATE: 5/2/23
 REG. EXP. 06/30/24

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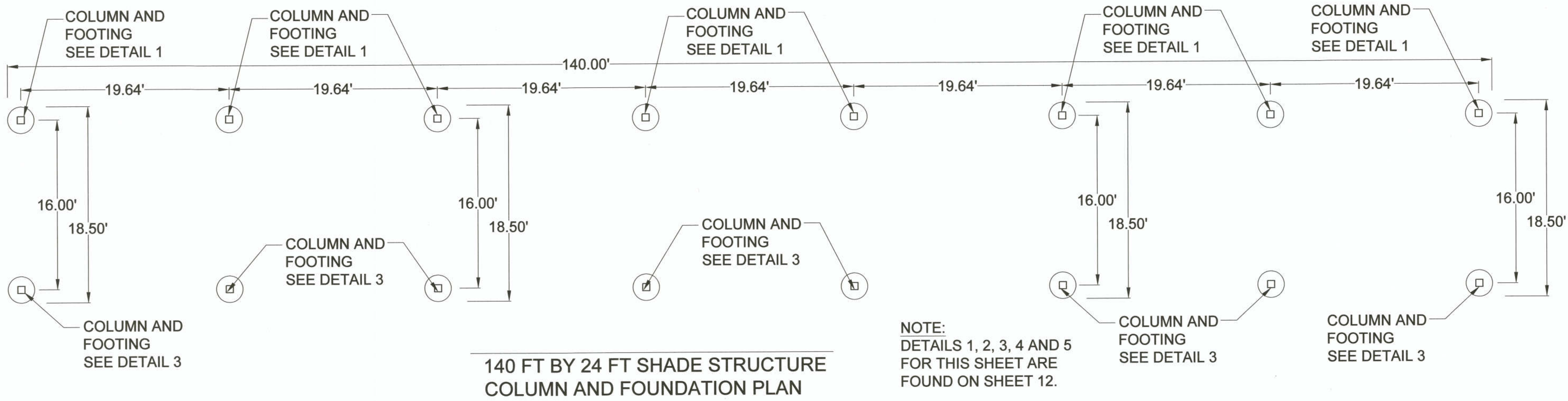
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COMMUNITY AND ECONOMIC DEVELOPMENT
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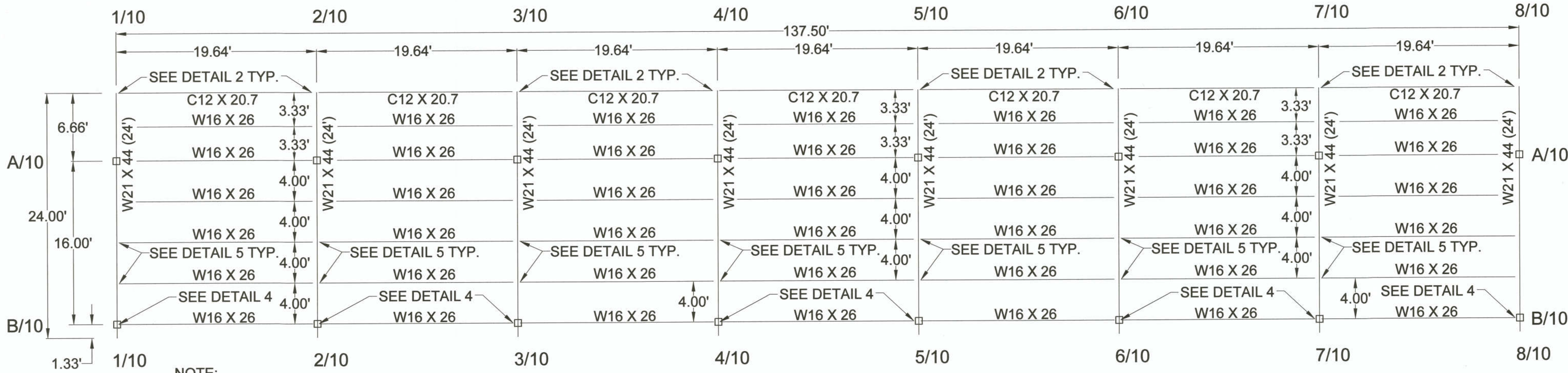
24' x 80' SHADE STRUCTURE SECTIONS
 SHEET 8 OF 26



140 FT BY 24 FT SHADE STRUCTURE
COLUMN AND FOUNDATION PLAN

NOTE:
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FOR THIS SHEET ARE
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CROSS SECTIONS ARE
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140 FT BY 24 FT SHADE STRUCTURE
FRAMING PLAN

NOTE:
ROOF DECK SHOULD EXTEND 15
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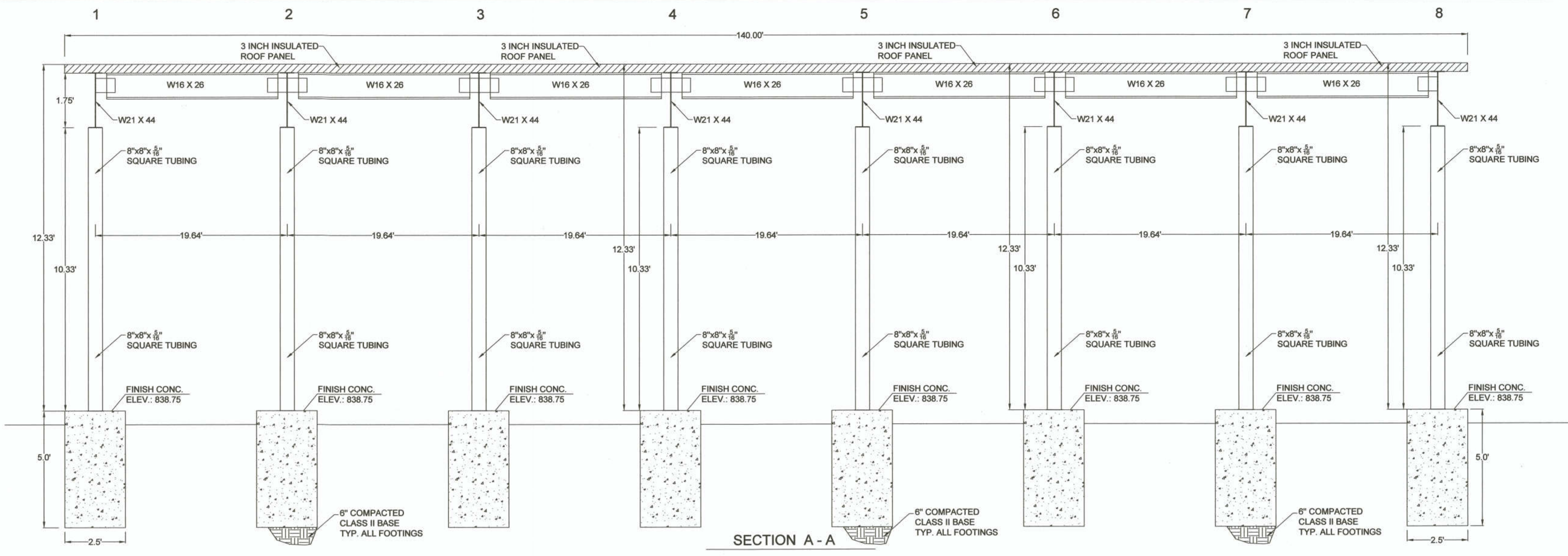
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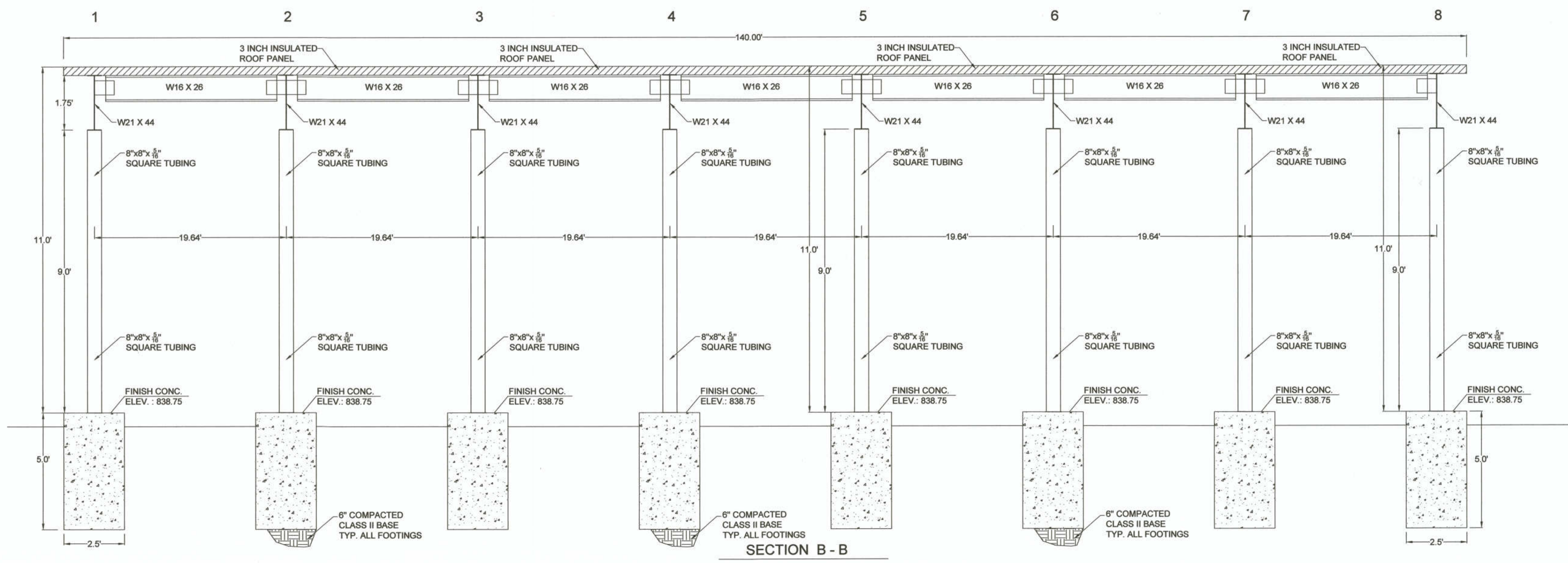
24' x 140' SHADE STRUCTURE
SHEET 9 OF 26



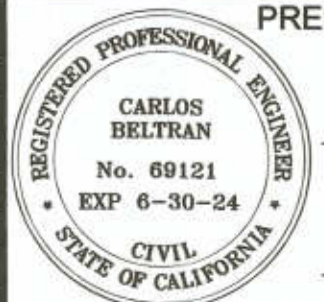
NOTE:
 DETAILS 1, 2, 3, 4 AND 5
 FOR THIS SHEET ARE
 FOUND ON SHEET 12.

GENERAL NOTES:

1. CONCRETE SHALL BE 4,500 PSI TYPE V PORTLAND CEMENT WITH A MAXIMUM WATER/CEMENT RATIO OF 0.45 (BY WEIGHT).
2. CONCRETE POUR SHALL BE MONOLITHIC.
3. REINFORCING BARS SHALL BE GRADE 40 (fy = 40,000 psi)
4. ALL REINFORCING BARS SHALL HAVE AT MINIMUM 3" COVER.
5. SPECIAL INSPECTIONS SHALL BE PROVIDED FOR THE CONCRETE CONSTRUCTION PER CALIFORNIA BUILDING CODE SECTION 1704.4 AND TABLE 1704.4 REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION.




REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

 CARLOS BELTRAN, P.E.
 DATE: 6/6/23
 REG. EXP. 06/30/24

Dynamic CONSULTING ENGINEERS
 CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
 IMPERIAL, CA. 92251
 TEL. (760) 545-0162 FAX (760) 545-0163

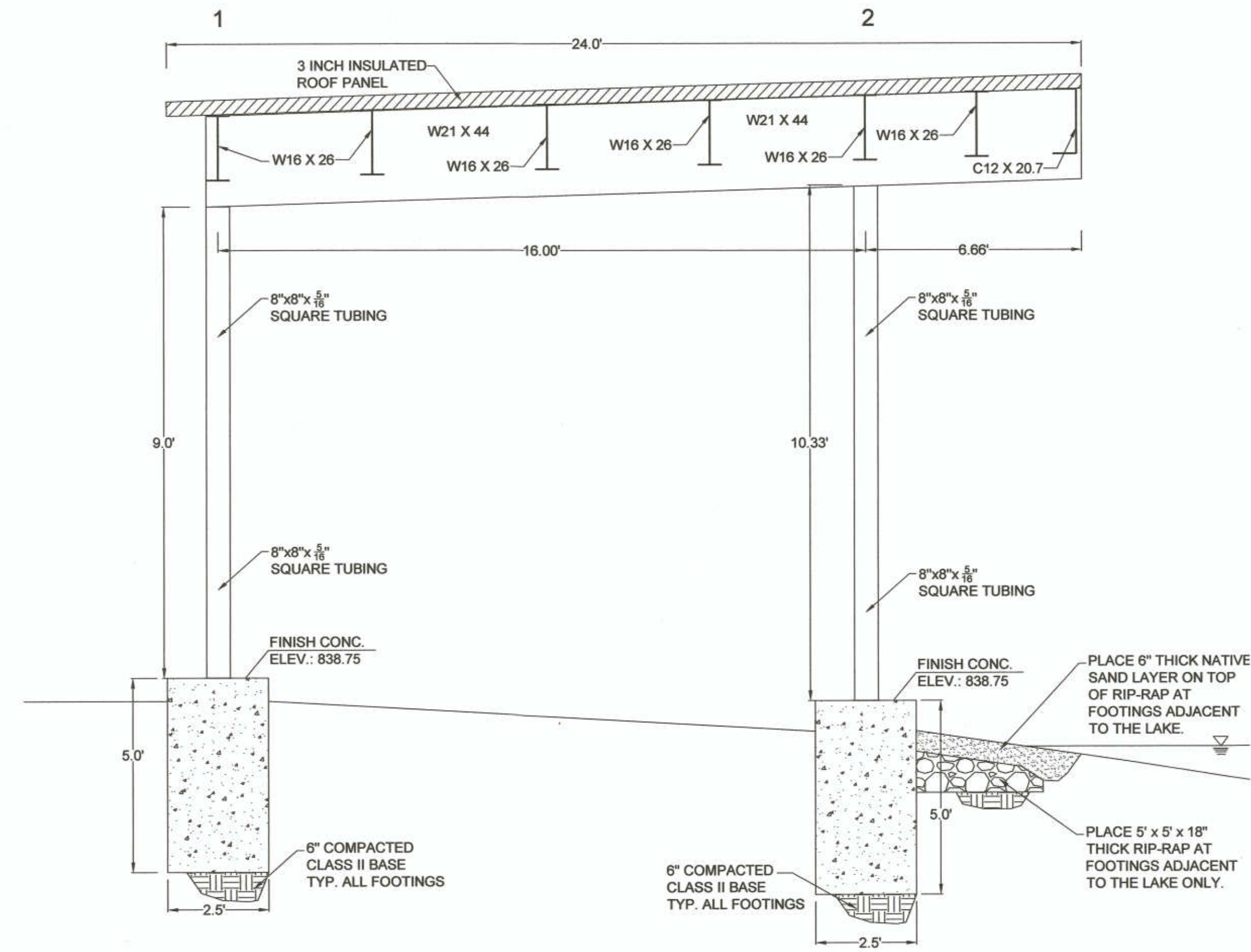
PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

 JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 DATE: 6/6/23

DATE: 6/2/2023
 DRAWN: DB
 SCALE: AS SHOWN
 CHECKED: CB

COMMUNITY AND ECONOMIC DEVELOPMENT
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

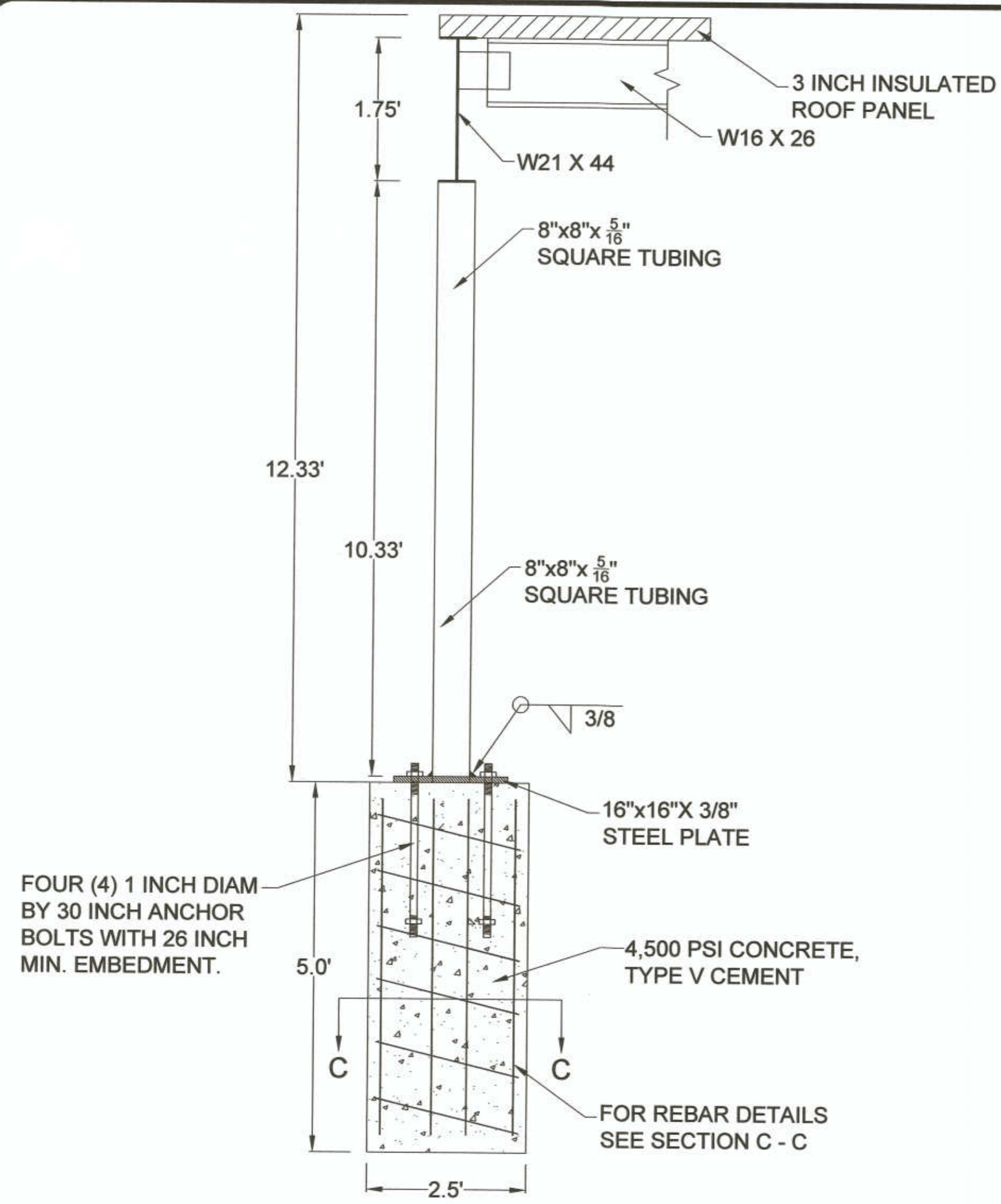
24' x 140' SHADE STRUCTURE SECTIONS
 SHEET 10 OF 26



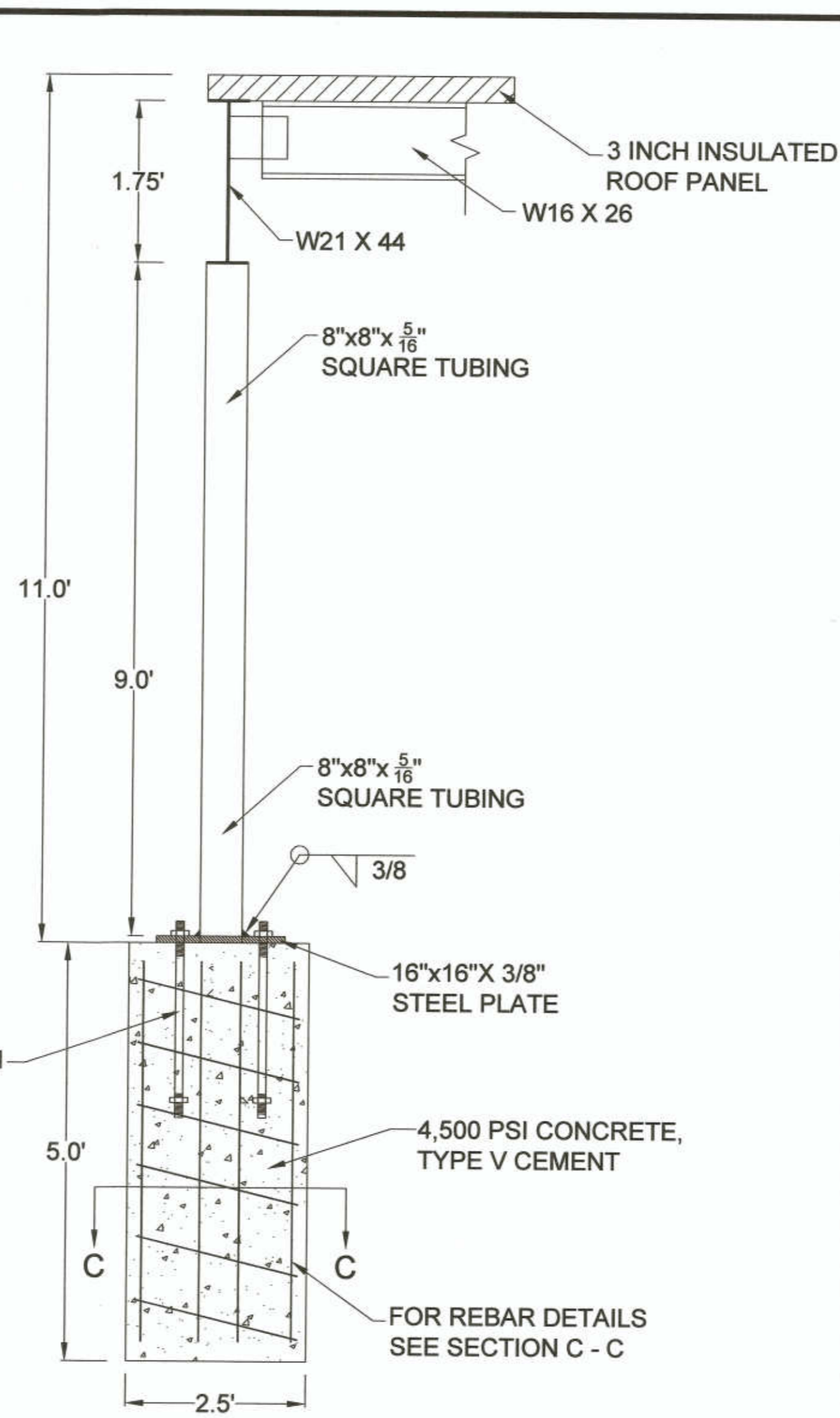
SECTION 1-1

NOTE:
 DETAILS 1, 2, 3, 4 AND 5
 FOR THIS SHEET ARE
 FOUND ON SHEET 12.

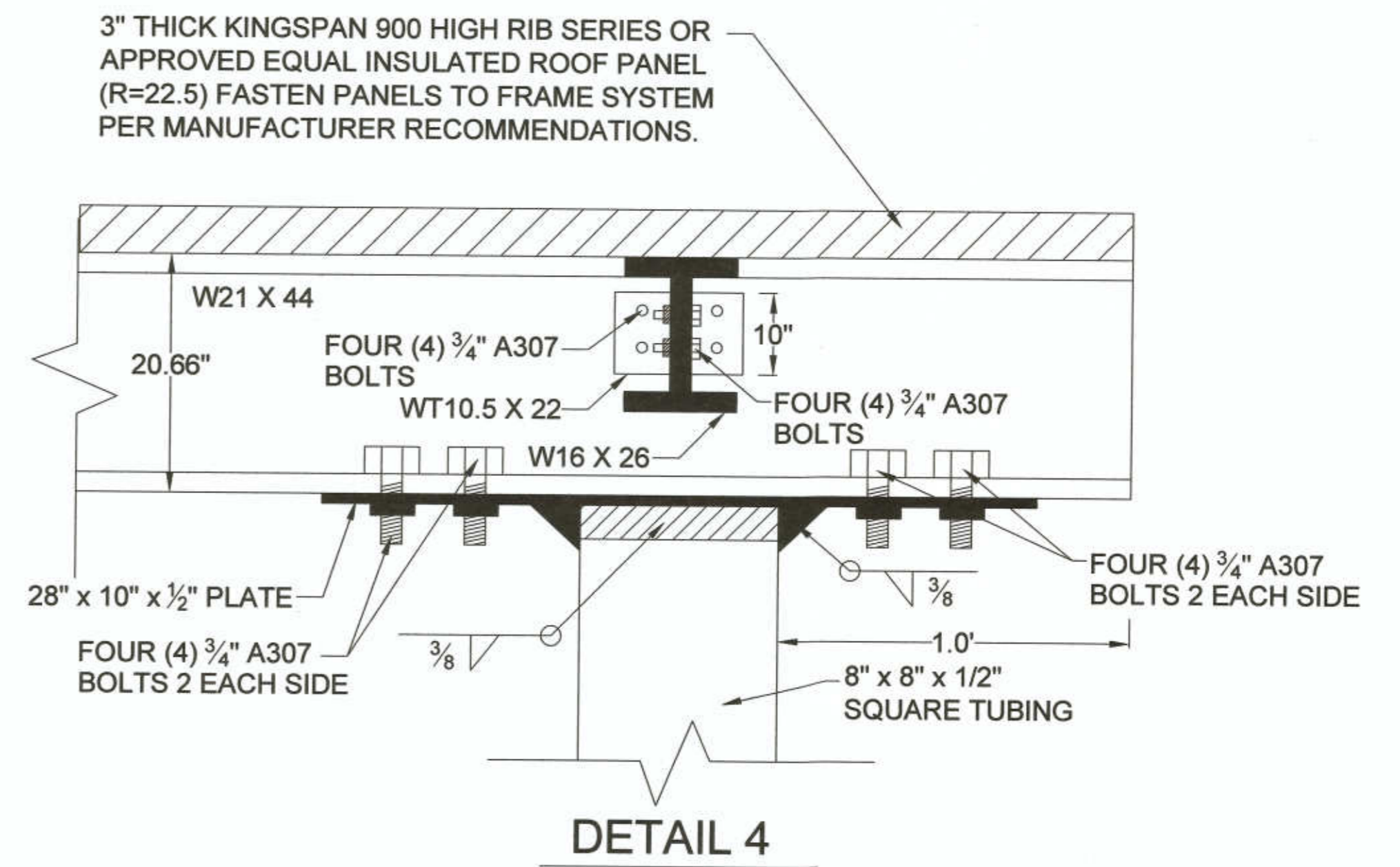
REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:		APPROVED BY THE COUNTY OF IMPERIAL:		DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	24' x 140' SHADE STRUCTURE SECTIONS		
			 CARLOS BELTRAN, P.E. DATE: 6/2/23	69121 R.C.E. No. 06/30/24 REG. EXP.	 Dynamic CONSULTING ENGINEERS CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL, CA. 92251 TEL. (760) 545-0162 FAX (760) 545-0163	 PUBLIC WORKS DEPARTMENT COUNTY OF IMPERIAL	 JOHN GAY, P.E. PUBLIC WORKS DIRECTOR DATE: 6/6/23	62028 R.C.E. No. 09/30/23 REG. EXP.	DATE: 6/2/2023 DRAWN: DB SCALE: AS SHOWN CHECKED: CB	IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 11 OF 26



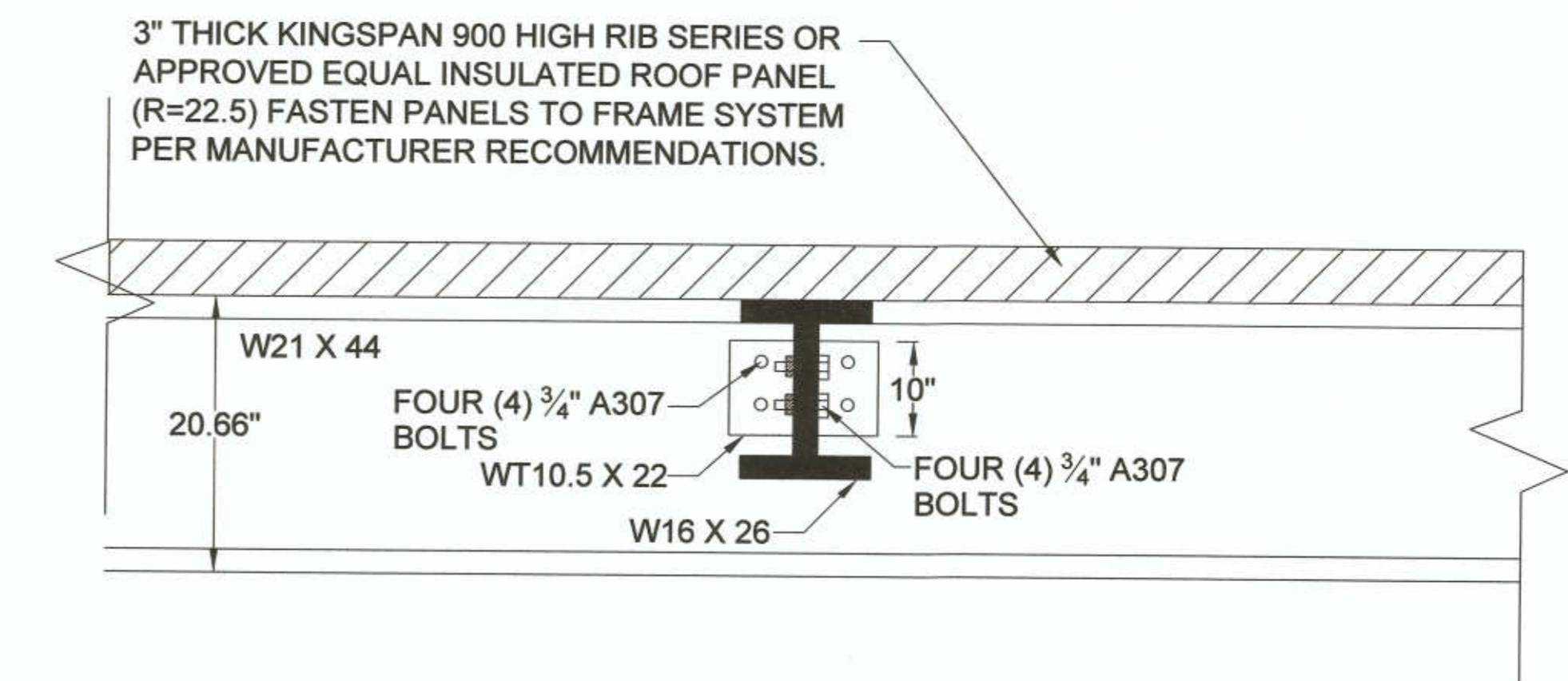
**COLUMN AND FOOTING
DETAIL 1**



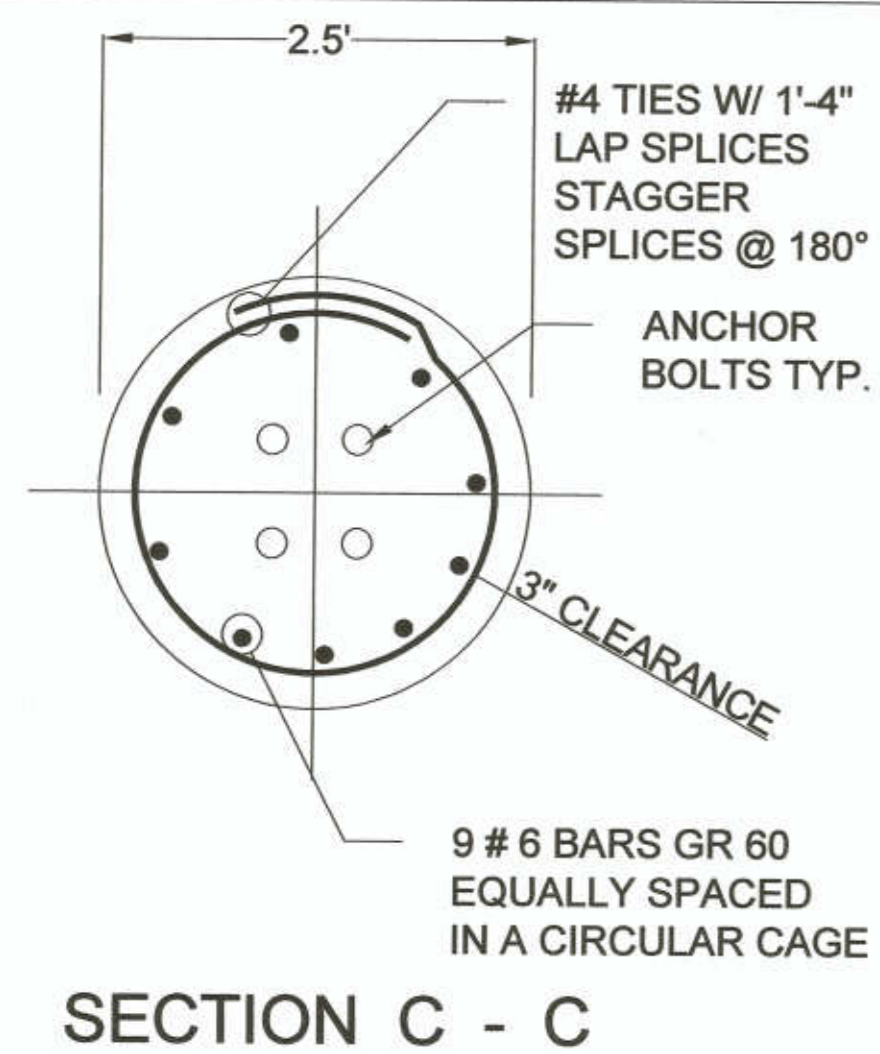
**COLUMN AND FOOTING
DETAIL 3**



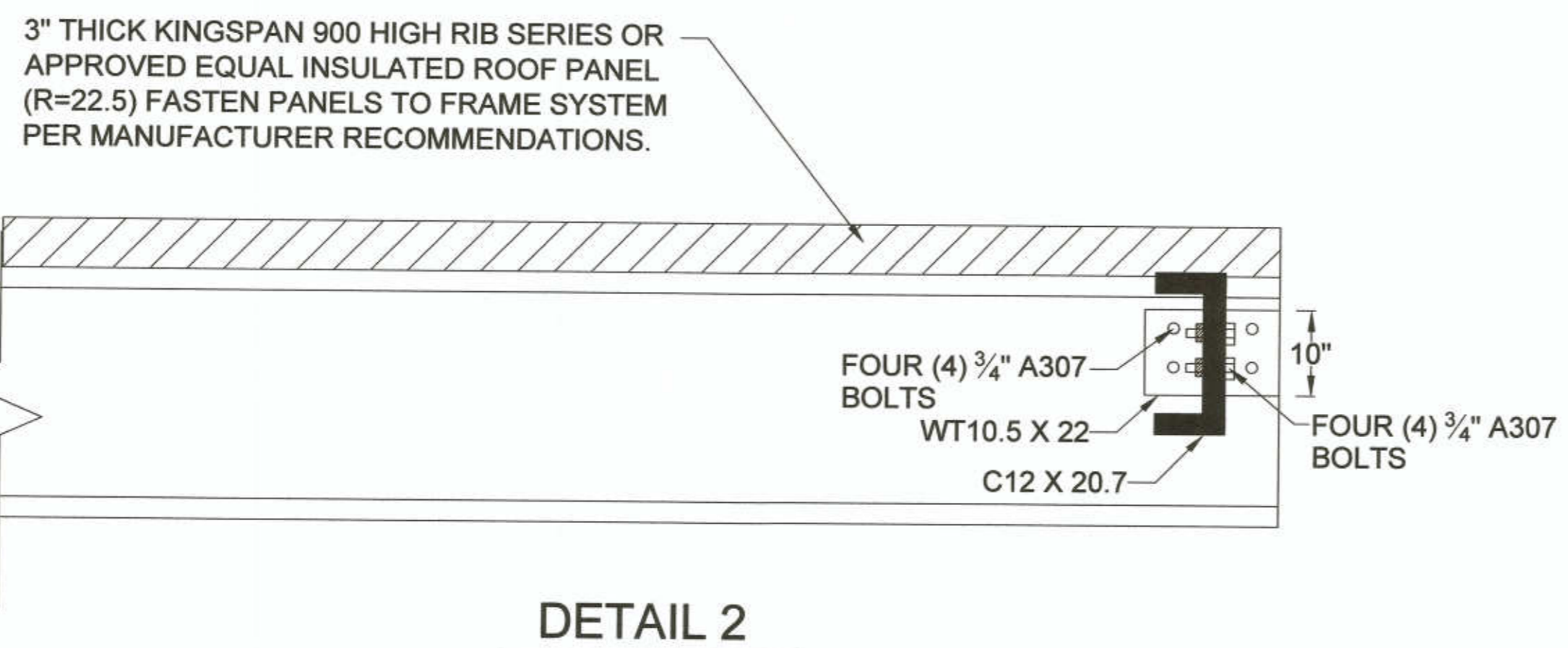
DETAIL 4



DETAIL 5



SECTION C - C



DETAIL 2

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
No. 69121
EXP. 6-30-24
CIVIL
STATE OF CALIFORNIA

CB
CARLOS BELTRAN, P.E.

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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY
No. 62028
EXP. 9-30-23
CIVIL
STATE OF CALIFORNIA

John Gay
JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR

6/6/23
DATE

62028 R.C.E. No.
09/30/23 REG. EXP.

DATE	6/2/2023
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT

SHADE STRUCTURE DETAILS

SHEET 12 OF 26

THE CONTRACTOR SHALL FURNISH MATERIAL, FABRICATE, AND INSTALL, THE STRUCTURAL STEEL FRAMING AND ALL APPURTENANT METAL PARTS REQUIRED FOR PERMANENT CONNECTION OF THE STRUCTURAL STEEL.

REFERENCE SPECIFICATIONS, CODES AND STANDARDS

COMPLY WITH THE CURRENT PROVISIONS OF THE FOLLOWING CODES AND STANDARDS.

- AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES"
- AISC "SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" AND INCLUDING THE "COMMENTARY OF THE AISC SPECIFICATION"
- AISC "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" APPROVED BY THE RESEARCH COUNCIL OF RIVETED AND BOLTED STRUCTURAL JOINTS OF THE ENGINEERING FOUNDATION
- AISC STRUCTURAL WELDING CODE AWS D1.1-96 AND "STANDARD QUALIFICATION PROCEDURE"
- ASTM A36 - STANDARD SPECIFICATION FOR CARBON STRUCTURAL STEEL
- ASTM A992 - STANDARD SPECIFICATION FOR STRUCTURAL STEEL
- ASTM A53 - STANDARD SPECIFICATION FOR PIPE, STEEL, BLACK AND HOT-DIPPED, ZINC-COATED, WELDED AND SEAMLESS
- ASTM A123 - STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS
- ASTM A153 - STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE
- ASTM A193 - STANDARD SPECIFICATION FOR ALLOY-STEEL AND STAINLESS STEEL BOLTING MATERIALS FOR HIGH-TEMPERATURE SERVICE
- ASTM A 194 - STANDARD SPECIFICATION FOR CARBON AND ALLOY STEEL NUTS FOR BOLTS FOR HIGH PRESSURE AND HIGH TEMPERATURE SERVICE
- ASTM A307 - STANDARD SPECIFICATION FOR CARBON STEEL BOLTS AND STUDS, 60,000 PSI TENSILE STRENGTH
- ASTM A325 - STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, HEAT TREATED, 120/105 KSI MINIMUM TENSILE STRENGTH
- ASTM A490 - STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, 150 KSI MINIMUM TENSILE STRENGTH
- ASTM A500 - STANDARD SPECIFICATION FOR COLD-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING IN ROUNDS AND SHAPES
- ASTM A501 - STANDARD SPECIFICATION FOR HOT-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING

SHOP DRAWINGS

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL. SHOP DRAWINGS SHALL CONFORM TO AISC RECOMMENDATIONS AND SPECIFICATIONS AND SHALL SHOW ALL HOLES, ETC. REQUIRED FOR OTHER WORK. DRAWINGS SHALL INCLUDE COMPLETE DETAILS SHOWING ALL MEMBERS AND THEIR CONNECTIONS, ANCHOR BOLT LAYOUTS, FIELD WELDS, SCHEDULES FOR FABRICATION PROCEDURES, AND DIAGRAMS SHOWING THE SEQUENCE OF ERECTION. MEMBERS AND CONNECTIONS FOR ANY PORTION OF THE STRUCTURE NOT SHOWN ON THE DRAWINGS SHALL BE DETAILED BY THE FABRICATOR AND INDICATED ON THE SHOP DRAWINGS. ALL WELDS SHALL BE INDICATED BY STANDARD WELDING SYMBOLS OF THE AWS. SHOP DRAWINGS SHALL SHOW REFERENCE MARKS AND CROSS REFERENCES TO DRAWINGS. FABRICATOR SHALL BE RESPONSIBLE FOR CORRECT INTERPRETATION OF DRAWINGS AND SHALL CALL TO THE ENGINEER'S ATTENTION ANY DISCREPANCIES FOUND ON DRAWINGS.

CERTIFIED ALLOY TEST REPORTS SHALL BE FURNISHED FOR ALL MATERIALS SPECIFIED HEREIN UPON REQUEST OF THE ENGINEER.

WELDER CERTIFICATIONS SHALL BE SUBMITTED FOR SHOP AND FIELD WELDERS IN TRIPLICATE, DIRECTLY TO THE ENGINEER FROM A RECOGNIZED TESTING LABORATORY, WITH COPIES TO THE CONTRACTOR AND OTHERS AS REQUIRED.

COPIES OF REPORTS OF TESTS AND INSPECTION CONDUCTED ON SHOP AND FIELD WELDED AND BOLTED CONNECTIONS SHALL BE SUBMITTED TO THE ENGINEER.

QUALITY ASSURANCE

FABRICATION SHOPS SHALL BE AISC CERTIFIED: SHOP INSPECTION MAY BE REQUIRED BY THE CITY AT THE CITY'S OWN EXPENSE. THE CONTRACTOR SHALL GIVE AMPLE NOTICE TO THE ENGINEER PRIOR TO THE BEGINNING OF ANY FABRICATION WORK SO THAT INSPECTION MAY BE PROVIDED. THE CONTRACTOR SHALL FURNISH ALL FACILITIES FOR THE INSPECTION OF MATERIALS AND WORKMANSHIP IN THE SHOP AND ENGINEER SHALL BE ALLOWED FREE ACCESS TO THE NECESSARY PARTS OF THE WORK. ENGINEER SHALL HAVE THE AUTHORITY TO REJECT ANY MATERIALS OR WORK NOT MEETING THE REQUIREMENTS OF THESE SPECIFICATIONS.

INSPECTION AT THE SHOP IS INTENDED AS A MEANS OF FACILITATING THE WORK AND AVOIDING ERRORS, BUT IT IS EXPRESSLY UNDERSTOOD THAT IT WILL IN NO WAY RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY FOR FURNISHING PROPER MATERIALS OR WORKMANSHIP UNDER THIS SPECIFICATION.

HIGH-STRENGTH BOLTS SHALL BE INSPECTED USING ONE OF THE PROCEDURES SET FORTH IN THE CURRENT AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

TEN PERCENT OF ALL BUTT AND BEVEL WELDS WHICH EXTEND CONTINUOUSLY FOR 24 INCHES OR LESS SHALL BE COMPLETELY TESTED IN ACCORDANCE WITH AWS D1.1-96, PART B, RADIOGRAPHIC TESTING OF WELDS, CHAPTER 6. ALL BUTT AND BEVEL WELDS WHICH EXTEND CONTINUOUSLY FOR MORE THAN 24 INCHES SHALL BE SPOT TESTED AT INTERVALS NOT EXCEEDING 36 INCHES.

WELDS THAT ARE REQUIRED BY THE ENGINEER TO BE CORRECTED SHALL BE CORRECTED OR REDONE AND RETESTED AS DIRECTED, AT THE CONTRACTORS EXPENSE, AND TO THE SATISFACTION OF THE ENGINEER AND/OR APPROVED INDEPENDENT TESTING LAB.

FIELD INSPECTIONS AND TESTING

THE ENGINEER AND THE RESIDENT PROJECT REPRESENTATIVE RESERVE THE RIGHT TO INSPECT THE WORK AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE TEMPORARY LADDERS, STEPS, SCAFFOLDING, PLANKING, ETC., NECESSARY FOR SAFE ACCESS TO THE WORK TO BE INSPECTED.

MATERIALS

ALL STRUCTURAL STEEL SHAPES, PLATES, BARS, RODS AND THEIR PRODUCTS SHALL BE ASTM 36 OR ASTM A992 UNLESS OTHERWISE INDICATED.

ALL STEEL SHALL BE DELIVERED CLEAN AND FREE FROM MILL SCALE, RUST OR PITTING.

CERTIFIED COPIES OF MILL TEST REPORTS SHALL BE FURNISHED TO THE ENGINEER WHEN REQUESTED.

STRUCTURAL STEEL PIPE SHALL BE ASTM A501, OR ASTM A53, TYPE E OR S.

STRUCTURAL TUBING SHALL BE ASTM A500, GRADE B WITH FY=46 KSI.

BOLTS SHALL HAVE HEXAGONAL HEADS AND NUTS. THREADS SHALL BE CLEAN CUT OF AMERICAN STANDARD SIZE.

HIGH STRENGTH BOLTS FOR STRUCTURAL FRAMING CONNECTIONS SHALL BE ASTM A325 OR A490; USE A325 UNLESS OTHERWISE SHOWN. BOLTS USED TO CONNECT DISSIMILAR METALS SHALL BE ASTM AL 93, TYPE 316 STAINLESS STEEL.

NUTS SHALL BE COMPATIBLE WITH, AND HAVE THE SAME FINISH AS, THE ATTACHED BOLT AND SHALL BE ASTM A563, GRADE DH OR ASTM A194.

ALL BOLTS, NUTS, STUDS AND FASTENERS EXPOSED TO WATER, GROUNDWATER, SEWAGE, SEWER GAS OR ENCLOSED AREAS ABOVE SEWAGE SHALL BE TYPE 316 STAINLESS STEEL.

STEEL BOLTS, NUTS, WASHERS, STUDS AND FASTENERS FOR GENERAL USE SHALL CONFORM TO ASTM A307 AND SHALL BE HOT-DIP GALVANIZED PER ASTM A153.

A HARDENED FLAT WASHER SHALL BE PROVIDED UNDER THE NUT OR BOLT HEAD TURNED IN TIGHTENING. HARDENED FLAT WASHERS SHALL BE PROVIDED UNDER THE BOLT HEAD AND NUT FOR BOLTS IN SLOTTED HOLES.

ALL BOLTS, NUTS, WASHERS, AND FASTENERS USED IN CONTACT WITH ALUMINUM SHALL BE TYPE 304 OR TYPE 316 STAINLESS STEEL.

BOLTS REQUIRED TO BE BENT SHALL BE BENT COLD. THE BEND RADIUS SHALL NOT BE LESS THAN TWICE THE BOLT DIAMETER.

STRUCTURAL STEEL SHALL BE CLEANED, SHARP EDGES AND CORNERS REMOVED, AND COATED WITH ASHOP PAINT PRIMER; EXCEPT, THAT PRIMER SHALL BE OMITTED FOR SURFACES TO BE GALVANIZED, OR WELDED OR EMBEDDED IN CONCRETE WITH NO FURTHER COATING.

MATERIAL TO BE GALVANIZED SHALL HAVE NO CORNER WITH A RADIUS OF LESS THAN 1/16 INCH.

ALL STRUCTURAL MEMBERS SHALL BE FURNISHED FULL LENGTH WITHOUT SPLICES UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.

GENERAL

THE CONTRACTOR SHALL FURNISH AND INSTALL ALL STEEL AND MISCELLANEOUS FERROUS METAL ITEMS AS SHOWN ON PLANS. ALL FABRICATION AND ERECTION OF STEEL ITEMS SHALL CONFORM TO AISC "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", WHEREVER APPLICABLE, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL TAKE ALL MEASUREMENTS NECESSARY TO PROPERLY FIT THE WORK IN THE FIELD.

DAMAGED STRUCTURAL STEEL SHALL BE REPLACED. USE OF SALVAGED, REPROCESSED, OR SCRAP MATERIALS SHALL NOT BE PERMITTED.

DISSIMILAR METALS SHALL BE PROTECTED FROM GALVANIC CORROSION BY MEANS OF PRESSURE TAPES, COATINGS, OR ISOLATORS.

MEASUREMENTS

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, GRADES, ELEVATIONS, JOB CONDITIONS, AND SHALL MAKE ANY FIELD MEASUREMENTS NECESSARY AND SHALL BE FULLY RESPONSIBLE FOR ACCURACY AND LAYOUT OF WORK. THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO STARTING FABRICATION.

FABRICATION

FABRICATE ITEMS OF STRUCTURAL STEEL IN ACCORDANCE WITH THE DRAWINGS, AISC SPECIFICATIONS, AND AS INDICATED ON THE FINAL REVIEWED SHOP DRAWINGS. FABRICATION AND ASSEMBLY SHALL BE DONE IN THE SHOP TO THE GREATEST EXTENT POSSIBLE.

ALL STEEL AND MISCELLANEOUS FERROUS METAL ITEMS SHALL BE CAREFULLY FABRICATED TO TRUE DIMENSIONS WITHOUT WARP OR TWIST.

PROPERLY MARK AND MATCHMARK MATERIALS FOR FIELD ASSEMBLY.

WHERE FINISHING IS REQUIRED, COMPLETE THE ASSEMBLY, INCLUDING BOLTING AND WELDING OF UNITS, BEFORE START OF FINISHING OPERATIONS.

CONNECTIONS

WELD OR BOLT SHOP CONNECTIONS AS SHOWN UNLESS OTHERWISE NOTED. BOLT FIELD CONNECTIONS, EXCEPT WHERE WELDED CONNECTIONS OR OTHER CONNECTIONS ARE SHOWN OR SPECIFIED. ALL CONNECTIONS UNLESS SHOWN OTHERWISE SHALL DEVELOP FULL STRENGTH

UNLESS OTHERWISE INDICATED ON THE DRAWINGS, MINIMUM BEAM FRAMING CONNECTIONS SHALL BE IN ACCORDANCE WITH AISC MANUAL OF STEEL CONSTRUCTION. ALL CONNECTIONS OF BEAMS, EXCEPT HANDRAILS, LADDERS AND GIRT CONNECTIONS, SHALL BE BOLTED WITH HIGH-STRENGTH BOLTS TO PROVIDE SLIP CRITICAL TYPE CONNECTIONS USING DIRECT TENSIONS LOAD INDICATOR WASHERS OR TENSION SET BOLTS. BEAM CONNECTIONS SHALL HAVE A MINIMUM OF TWO 3/4-INCH HIGH-STRENGTH BOLTS UNLESS OTHERWISE INDICATED. ALL CONNECTIONS UNLESS SHOWN OTHERWISE SHALL DEVELOP FULL STRENGTH OF MEMBERS JOINED AND SHALL CONFORM TO AISC STANDARD CONNECTIONS. INSTALLATION OF BOLTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325.

DOUBLE-ANGLE MEMBERS SHALL BE CONNECTED TOGETHER IN ACCORDANCE WITH AISC SPECIFICATION, WITH A 3/4-INCH DIAMETER, HIGH-STRENGTH BOLT AND A FILLER PLATE OR WELDED FILLER PLATE SPACED AS INDICATED ON THE DRAWINGS.

COLUMN ENDS SHALL BE SQUARE AND MILLED TO HAVE FULL BEARING AT SPLICES AND AT BASE PLATES.

THE CONTRACTOR SHALL NOTIFY THE RESIDENT PROJECT REPRESENTATIVE TO MAKE ARRANGEMENTS TO INSPECT HIGH STRENGTH BOLTED CONNECTIONS AND WELDED CONNECTIONS AND TO PERFORM TESTING AND PREPARE TEST REPORTS. THIS INSPECTION SHALL BE IN ADDITION TO THE INSPECTION SPECIFIED IN THIS SPECIFICATION.

WELDED CONSTRUCTION

ALL WELDING SHALL COMPLY WITH THE CURRENT AWS D1.1 CODE FOR PROCEDURES, APPEARANCE, AND QUALITY OF WELDS AND WELDERS, AND METHODS USED IN CORRECTING WELDING WORK.

WELDERS, WELDING OPERATIONS AND TACKERS SHALL BE PREQUALIFIED IN ACCORDANCE WITH THE SPECIFICATIONS OF AWS D1.1 AND SHALL PRODUCE WRITTEN EVIDENCE OF QUALIFICATION SATISFACTORY TO THE ENGINEER. ALL COSTS ASSOCIATED WITH QUALIFICATION OF WELDERS SHALL BE BORNE BY THE CONTRACTOR.

WELDING PROCEDURES SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. CERTIFICATION THAT WELDING PROCEDURES, WELDERS AND WELDING OPERATORS THAT THE CONTRACTOR INTENDS TO USE MEET THE ASME REQUIREMENTS SHALL ALSO BE SUBMITTED TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY WELDING NOT TRACEABLE TO THE WELDER PERFORMING THE WORK SHALL BE CAUSE FOR REJECTION BY THE ENGINEER. THE ENGINEER SHALL BE NOTIFIED OF ANY WELD REPAIRS AND PROPOSED REPAIR PROCEDURES.

SHARP OR HAZARDOUS OBSTRUCTIONS SHALL BE ROUNDED OFF AND GROUND SMOOTH. WELDED CLOSURES SHALL BE NEATLY MADE; AND WHERE WELD MATERIAL INTERFERES WITH FIT, OR IS UNSIGHTLY IN APPEARANCE, IT SHALL BE GROUND OFF SMOOTH.

STAINLESS STEEL WELDING SHALL CONFORM TO THE DETAILS AND STANDARDS OF WORKMANSHIP OF THIS SPECIFICATION AND AWS D1.1, EXCEPT THE PRE-QUALIFIED WELDS FOR CARBON STEEL ARE NOT APPLICABLE TO STAINLESS STEEL. WELDERS AND WELD PROCEDURES FOR STAINLESS STEEL SHALL BE SPECIFICALLY QUALIFIED PER AWS B2.1 FOR THE TYPE OF STAINLESS STEEL TO BE WELDED. WELDERS AND WELD PROCEDURES FOR WELDING OF STAINLESS STEEL TO CARBON STEEL SHALL BE QUALIFIED PER AWS B2.1.

CONTINUOUS SEAL WELDS SHALL BE APPLIED ON STRUCTURAL STEEL DESIGNED TO BE EXPOSED TO WEATHER OR SUBMERGED IN WATER OR WASTEWATER. CONTINUOUS SEAL WELDS SHALL BE APPLIED ON BOTH SIDES OF STRUCTURAL STEEL DESIGNED TO BE SUBMERGED IN WATER OR WASTEWATER.

INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS BEFORE STARTING ANY SHOP OR FIELD WELDING. WELDS SHALL BE INSPECTED BY RADIOGRAPHIC OR OTHER MEANS. WELDS FOUND NOT IN ACCORDANCE WITH THIS SPECIFICATION SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE NEW WELD SHALL BE INSPECTED AND AN ADDITIONAL 2 WELDS SELECTED AT RANDOM SHALL BE RE-INSPECTED.

WELDERS FOUND PERFORMING UNSATISFACTORY WORK SHALL BE REMOVED FROM THE WELDING PROCESS.

COATING AND GALVANIZING

APPLY SHOP PAINT PRIMER IN ACCORDANCE WITH PROTECTIVE COATING REQUIREMENTS. OMIT SHOP APPLIED PRIMER IN THE FOLLOWING CASES: AT FIELD WELD LOCATIONS, FOR THE PORTION OF A MEMBER TO BE EMBEDDED IN CONCRETE, AND WHERE GALVANIZING WITH NO FURTHER COATING IS REQUIRED. REMOVE ALL SLAG FROM WELDS BEFORE PAINTING.

THE CONTRACTOR SHALL FINISH PAINT STEEL AND MISCELLANEOUS FERROUS METAL ITEMS AS SPECIFIED BY THE CITY OF BRAWLEY.

STEEL OR IRON SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION AND SHALL CONFORM TO ASTM A123.

AREAS OF GALVANIZING DAMAGED BY WELDING OR BURNING OR OTHERWISE DAMAGED SHALL BE REPELLED USING METHOD APPROVED BY THE ENGINEER.

STRUCTURAL STEEL COMPLETELY ENCASED IN CONCRETE SHALL NOT BE PAINTED OR GALVANIZED AND SHALL HAVE A CLEAN SURFACE FOR BONDING TO CONCRETE.

PRODUCT DELIVERY, STORAGE, AND HANDLING

LOAD STRUCTURAL MEMBERS IN SUCH A MANNER THAT THEY MAY BE TRANSPORTED AND UNLOADED WITHOUT BEING EXCESSIVELY STRESSED, DEFORMED, OR OTHERWISE DAMAGED.

PROTECT STRUCTURAL STEEL MEMBERS AND PACKAGED MATERIALS FROM CORROSION AND DETERIORATION. MATERIAL SHALL BE STORED IN A DRY AREA AND SHALL NOT BE PLACED IN DIRECT CONTACT WITH THE GROUND. DO NOT PLACE MATERIALS ON THE STRUCTURE IN A MANNER THAT MIGHT CAUSE DISTORTION OR DAMAGE TO THE MEMBERS OR THE SUPPORTING STRUCTURES. REPAIR OR REPLACE DAMAGED MATERIALS OR STRUCTURES AS DIRECTED.

ERECTION

THE CONTRACTOR SHALL COMPLY WITH THE AISC SPECIFICATIONS AND CODE OF STANDARD PRACTICE, AND WITH SPECIFIED REQUIREMENTS.

HIGH-STRENGTH BOLTS SHALL BE INSTALLED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS. THE CONNECTIONS SHALL BE THE BEARING TYPE WITH THREADS EXCLUDED FROM THE SHEAR PLANE UNLESS NOTED OTHERWISE.

ANCHOR BOLTS AND OTHER CONNECTORS REQUIRED FOR SECURING STRUCTURAL STEEL TO IN-PLACE WORK, AND TEMPLATES AND OTHER DEVICES FOR PRESETTING BOLTS AND OTHER ANCHORS TO ACCURATE LOCATIONS SHALL BE FURNISHED.

FIELD ASSEMBLY

SET STRUCTURAL FRAMES ACCURATELY TO THE LINES AND ELEVATIONS INDICATED. ALIGN AND ADJUST THE VARIOUS MEMBERS TO FORM A PART OF A COMPLETE FRAME OR STRUCTURE BEFORE PERMANENTLY FASTENING. CLEAN BEARING SURFACES AND OTHER SURFACES WHICH WILL BE IN PERMANENT CONTACT BEFORE ASSEMBLY. PERFORM NECESSARY ADJUSTMENTS TO COMPENSATE FOR DISCREPANCIES IN ELEVATIONS AND ALIGNMENT.

LEVEL AND PLUMB INDIVIDUAL MEMBERS OF THE STRUCTURE WITHIN SPECIFIED AISC TOLERANCES. CONTRACTOR SHALL PROVIDE AND INSTALL ALL TEMPORARY BRACING NECESSARY TO CARRY CONSTRUCTION LOADS UNTIL THE STRUCTURE HAS BEEN COMPLETED.

ESTABLISH REQUIRED LEVELING AND PLUMBING MEASUREMENTS AT THE MAIN OPERATING TEMPERATURE OF THE STRUCTURE.

MISFITS AT BOLTED CONNECTIONS

WHERE MISFITS IN ERECTION BOLTING ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE CONTRACTOR SHALL SUBMIT A METHOD TO REMEDY THE MISFIT FOR REVIEW BY THE ENGINEER. THE ENGINEER WILL DETERMINE WHETHER THE REMEDY IS ACCEPTABLE OR IF THE MEMBERS MUST BE REFABRICATED. METHODS OF REMEDY MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

REAM HOLES THAT MUST BE ENLARGED TO ADMIT BOLTS AND USE OVERSIZED BOLTS.

PLUG-WELD MISALIGNED HOLES AND REDRILL HOLES TO ADMIT STANDARD SIZE BOLTS.

DRILL ADDITIONAL HOLES IN THE CONNECTION, CONFORMING WITH AISC STANDARDS FOR BOLT SPACING AND END AND EDGE DISTANCES, AND ADD ADDITIONAL BOLTS.

REJECT THE IMPROPERLY FABRICATED MEMBER AND FABRICATE A NEW MEMBER TO ENSURE PROPER FIT.

MID-SIZED OR MISALIGNED HOLES IN MEMBERS SHALL NOT BE ENLARGED BY BURNING OR BY THE USE OF DRIFT PINS.

FABRICATED ITEMS SHALL NOT BE COCKED OUT OF ALIGNMENT, REDRILLED, RESHAPED OR FORCE FIT.

MISFITS AT ANCHOR BOLTS

WHERE MISALIGNMENT BETWEEN ANCHOR BOLTS AND BOLT HOLES IN STEEL MEMBERS ARE ENCOUNTERED, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED. THE CONTRACTOR SHALL SUBMIT A METHOD TO REMEDY THE MISALIGNMENT FOR REVIEW BY THE ENGINEER.

IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PLACE ANCHOR BOLTS OR OTHER ANCHORING DEVICES ACCURATELY AND TO MAKE ANY SURFACES WHICH BEAR AGAINST STRUCTURAL ITEMS SMOOTH AND TRUE TO LEVEL TO PRECLUDE THE NECESSITY OF ANY SPRINGING, REDRILLING OR RESHAPING.

GAS CUTTING

DO NOT USE GAS CUTTING TORCHES IN THE FIELD FOR CORRECTING FABRICATION ERRORS IN THE STRUCTURAL FRAMING, EXCEPT ON SECONDARY MEMBERS WHICH ARE NOT UNDER STRESS AND WILL BE CONCEALED IN THE FINISHED STRUCTURE AND WHEN APPROVED BY THE ENGINEER. FINISH GAS-CUT SECTIONS EQUAL TO A SHEARED APPEARANCE.

REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:		APPROVED BY THE COUNTY OF IMPERIAL:		DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	SHADE STRUCTURE SPECIFICATIONS
			69121	R.C.E. No.	62028	6/2/2023			
			06/30/24	REG. EXP.	09/30/23			IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 13 OF 26

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PUBLIC WORKS DEPARTMENT

COUNTY OF IMPERIAL

JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR

DATE: 6/6/23



COLOR SCHEDULE

SIGN PANEL & BASE	DESERT TAN, OR EQUIVALENT
LETTERING	DARK BROWN
LOGOS (2)	MULTICOLOR

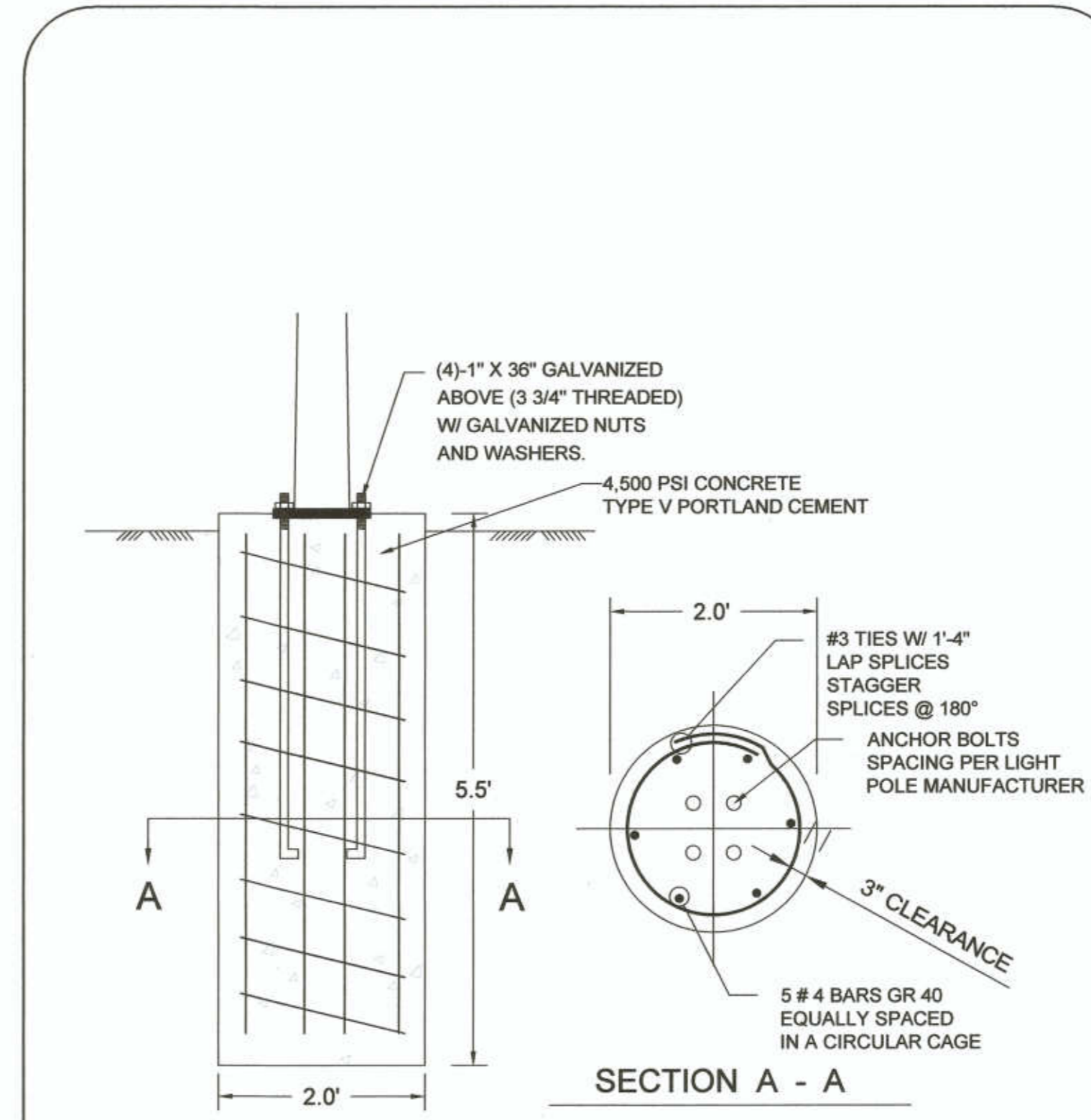
LETTERING SCHEDULE

NAME OF FACILITY	4"	CLARENDON MEDIUM (UPPER CASE ONLY)
TYPE OF FACILITY	3"	HELVETICA MEDIUM (UPPER CASE ONLY)
ACKNOWLEDGMENTS	2"	HELVETICA MEDIUM (UPPER CASE ONLY)

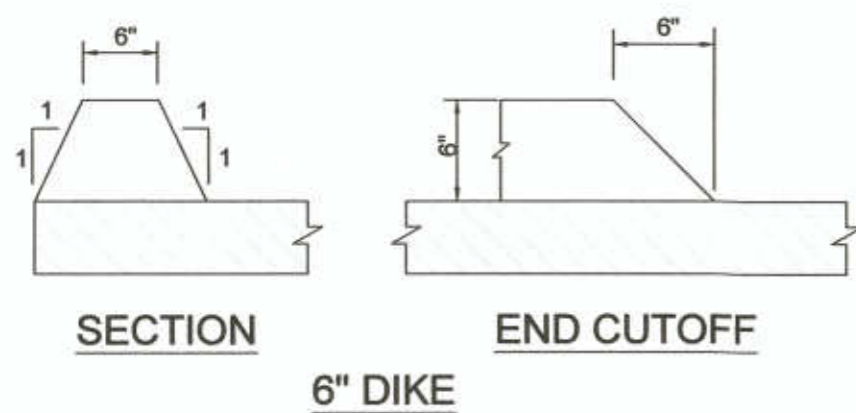
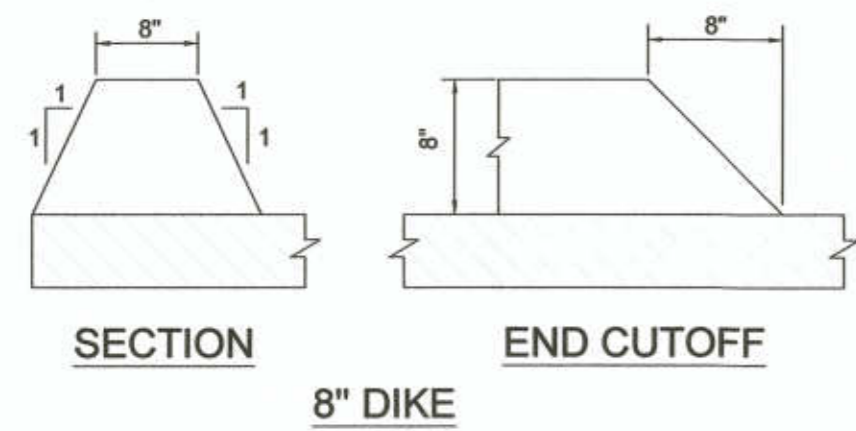
NOTES:

- CONCRETE PROJECT SIGN SHALL BE SINGLE-SIDED WITH RECESSED AND PAINTED BORDER, LETTERING AND LOGO, AND MANUFACTURED BY OUTDOOR CREATIONS INC., UNIVERSAL PRECAST CONCRETE, OR APPROVED EQUAL.
- PROJECT CREDIT SIGN TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- TWO MULTICOLORED LOGOS ARE APPROXIMATELY 12" DIAMETER, WITH VARYING SHAPE. ENGINEER SHALL FURNISH TEMPLATES (IF REQUIRED) FROM WHICH SIGN MANUFACTURER WILL DEVELOP MOLDS AND INCORPORATE INTO A MONOLITHIC CONCRETE SIGN.
- CONTRACTOR SHALL CONFIRM WITH THE DEPARTMENT OF BOATING AND WATERWAYS ON THE SIGN COLOR, LOGO, LETTERING, AND MATERIAL BEFORE INSTALLATION.

(A) SIGN NAME DETAIL



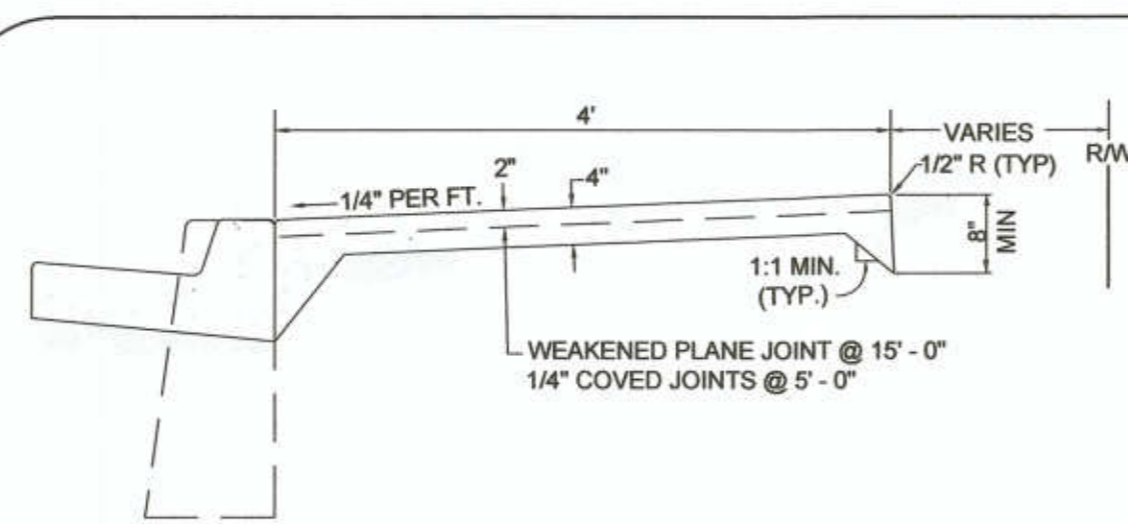
(F) PARKING LOT LIGHT FOUNDATION DETAIL



NOTES:

- DIKE SHALL BE CONSTRUCTED OF TYPE "B" ASPHALT CONCRETE AR8000.
- PAINT BINDER SHALL BE PLACED ON EXISTING ASPHALT CONCRETE PAVEMENT PRIOR TO THE INSTALLATION OF THE DIKE.

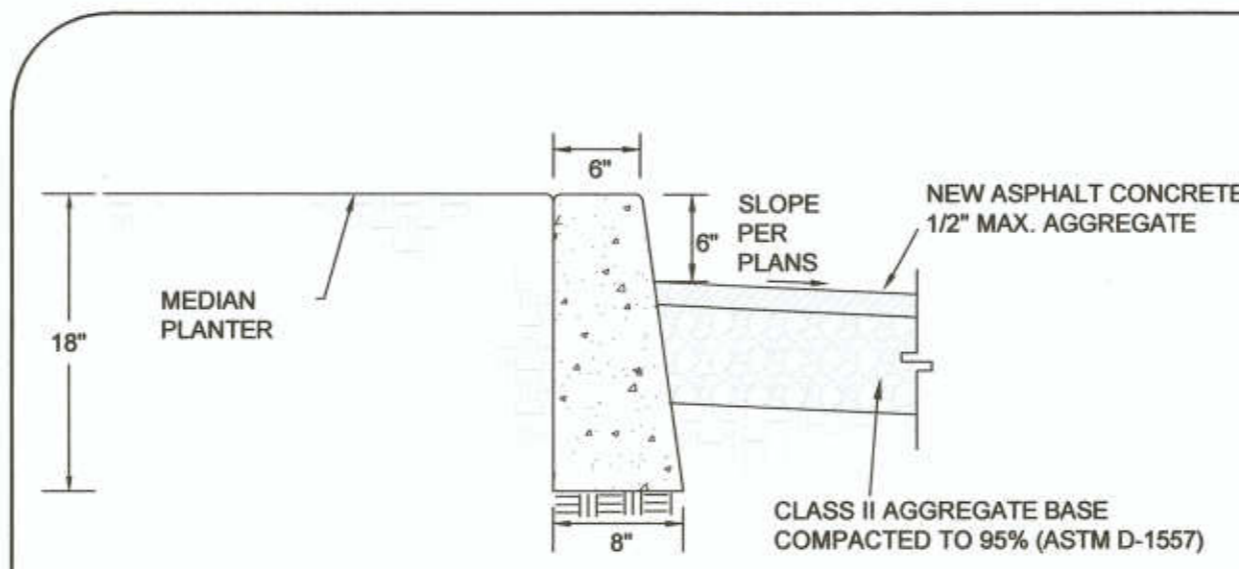
(D) ASPHALT CONCRETE DIKE DETAIL No 403



NOTE:

- ALL METAL FORM STAKES MUST HAVE PROTECTIVE DEVICES SUCH AS "MUSHROOMS" INSTALLED AT ALL TIMES DURING USE, TO ADEQUATELY INSURE PUBLIC SAFETY.
- EXPANSION JOINTS TO BE INSTALLED AT ALL B.C.'S, E.C.'S, CURB RETURNS AND STRUCTURES IN ADDITION TO 45' O.C.
- FOR JOINTS DETAILS SEE GATEWAY STD. DWG. 400
- SIDEWALK AND CURB SHALL NOT BE POURED MONOLITHIC.
- SUBGRADE SHALL BE 8" INCHES MINIMUM OF 95% OF ASTM D1557 MAXIMUM DRY DENSITY
- CONTIGUOUS SIDEWALK SHALL BE CLASS "V" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4,500 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. POLYPROPYLENE FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.

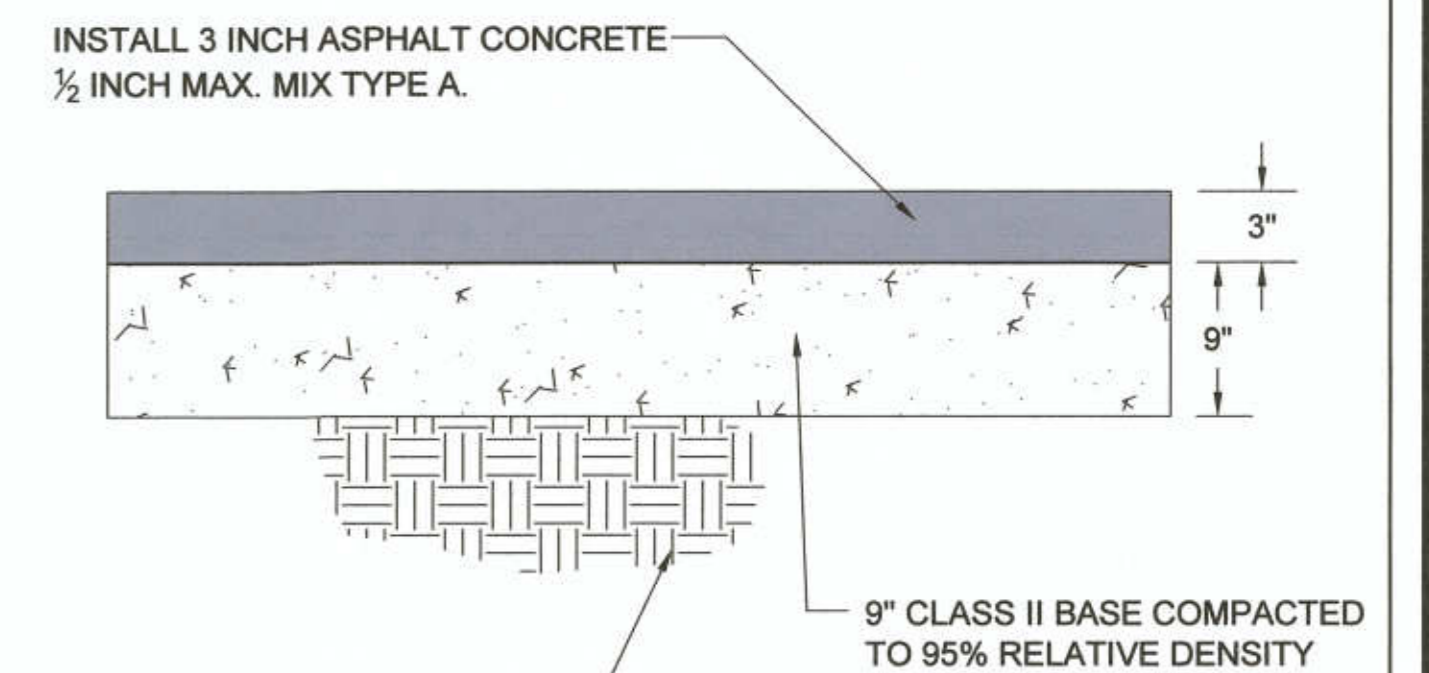
(E) CONTIGUOUS SIDEWALK DETAIL No 420



NOTE:

- ALL METAL FORM STAKES MUST HAVE PROTECTIVE DEVICES SUCH AS "MUSHROOMS" INSTALLED AT ALL TIMES DURING USE, TO ADEQUATELY INSURE PUBLIC SAFETY.
- PLACE WEAKENED PLANE JOINTS EVERY 15' (LINEAR FEET) ALONG THE CURB.
- PLACE EXPANSION JOINTS EVERY 45' (FEET) EXPANSION JOINT MATERIAL TO BE COMPOSED OF 1/4" FIBER BOARD INSTALLED ACROSS SECTION OF CURB.
- THE CURB EDGES SHALL BE PLACED TRUE TO LINE AND GRADE. VERTICAL ELEVATIONS SHALL NOT VARY MORE THAN 0.01' WITH A MAXIMUM VARIANCE OF 0.02' FROM DESIGN GRADE OCCURRING IN ANY GIVEN 100 FOOT SECTION. THE HORIZONTAL CURB EDGES SHALL NOT VARY MORE THAN 1/4" IN ANY GIVEN 100 FOOT SECTION.
- THE PCJ SHALL CONTAIN 8 SACKS OF CEMENT PER CUBIC YARD AND ATTAIN A COMPRESSIVE STRENGTH OF 4,500 PSI AFTER 28 DAYS CURING
- THE STANDING CURB WILL HAVE THE SAME CONDITIONS FOR CONSTRUCTION ADJACENT TO THE PROPOSED PLANTERS.
- FREE STANDING CURB SHALL BE CLASS "V" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4,500 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. POLYPROPYLENE FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.

(C) FREE STANDING CURB DETAIL No 427



SCARIFY AND RECOMPACT 12" OF NATIVE MATERIAL TO 90% RELATIVE DENSITY ASTM D1557 AT MIN. 5% ABOVE OPTIMUM MOISTURE.

(G) PARKING LOT PAVEMENT SECTION DETAIL

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
No. 69121
EXP 6-30-24
CIVIL ENGINEER
STATE OF CALIFORNIA

CARLOS BELTRAN, P.E.
6/2/23
DATE

69121 R.C.E. No.
06/30/24 REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
IMPERIAL, CA. 92251
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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY
No. 62028
EXP 9-30-23
CIVIL ENGINEER
STATE OF CALIFORNIA

John Gay
JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR
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DATE

62028 R.C.E. No.
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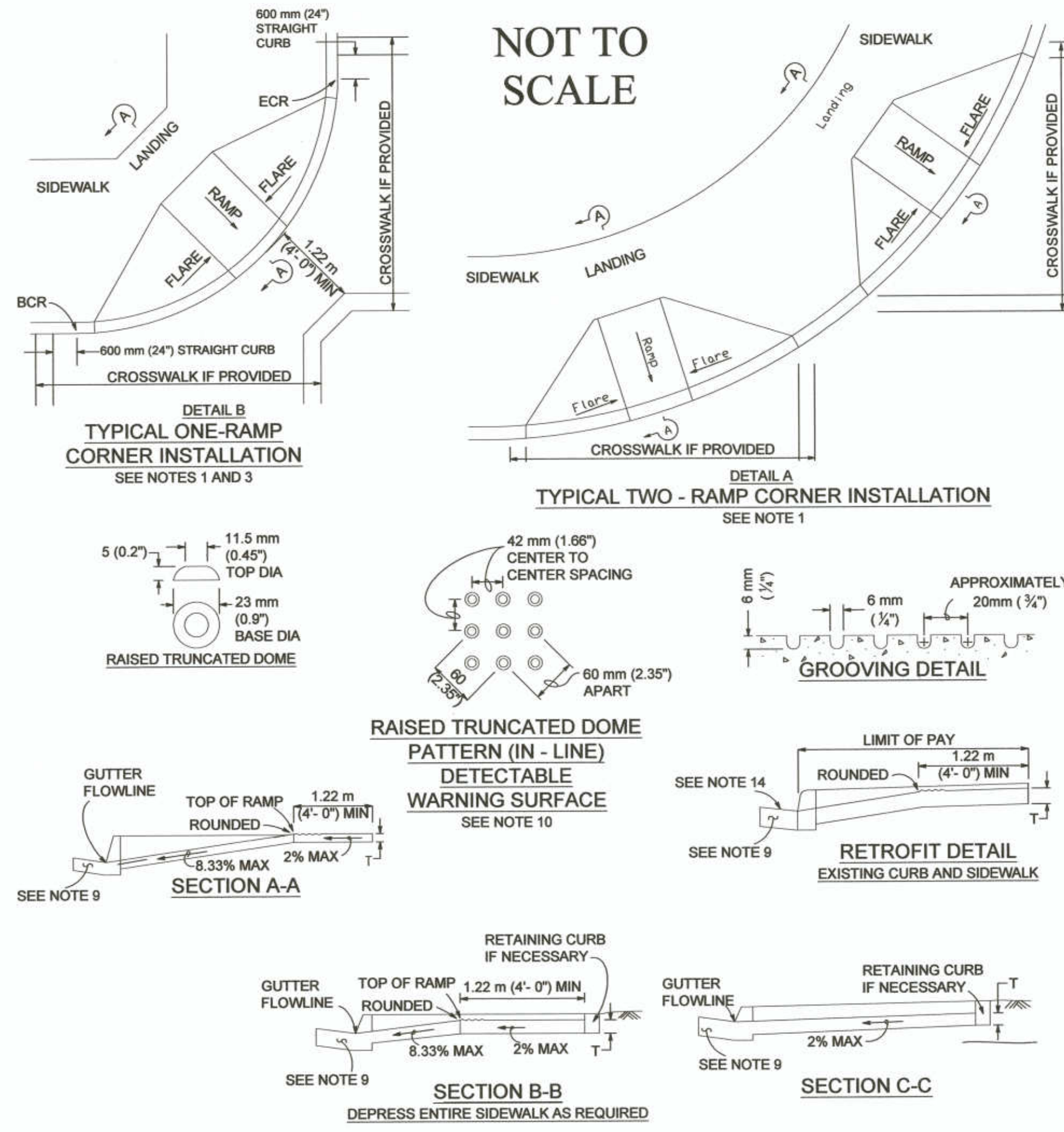
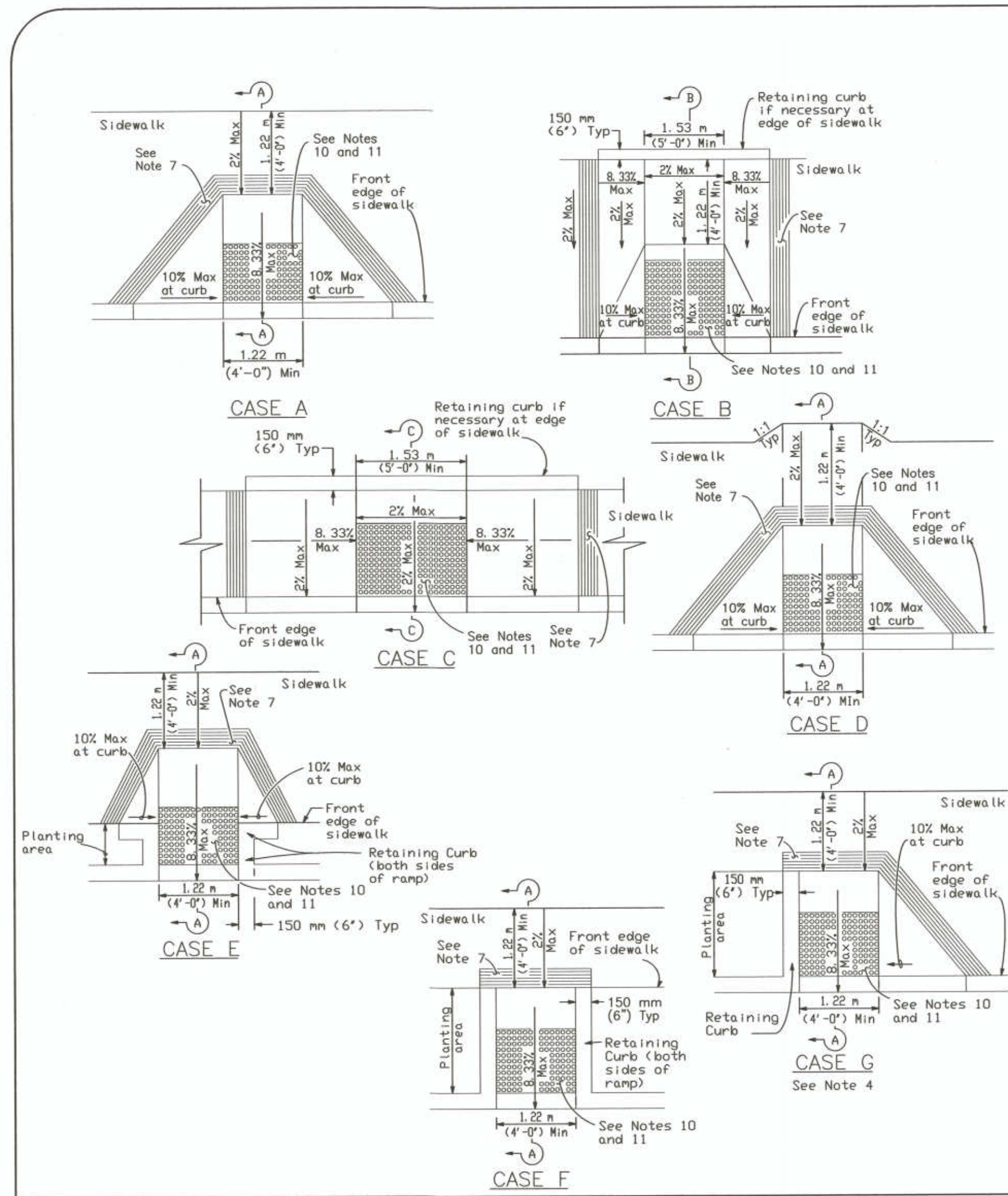
DATE	6/2/2023
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

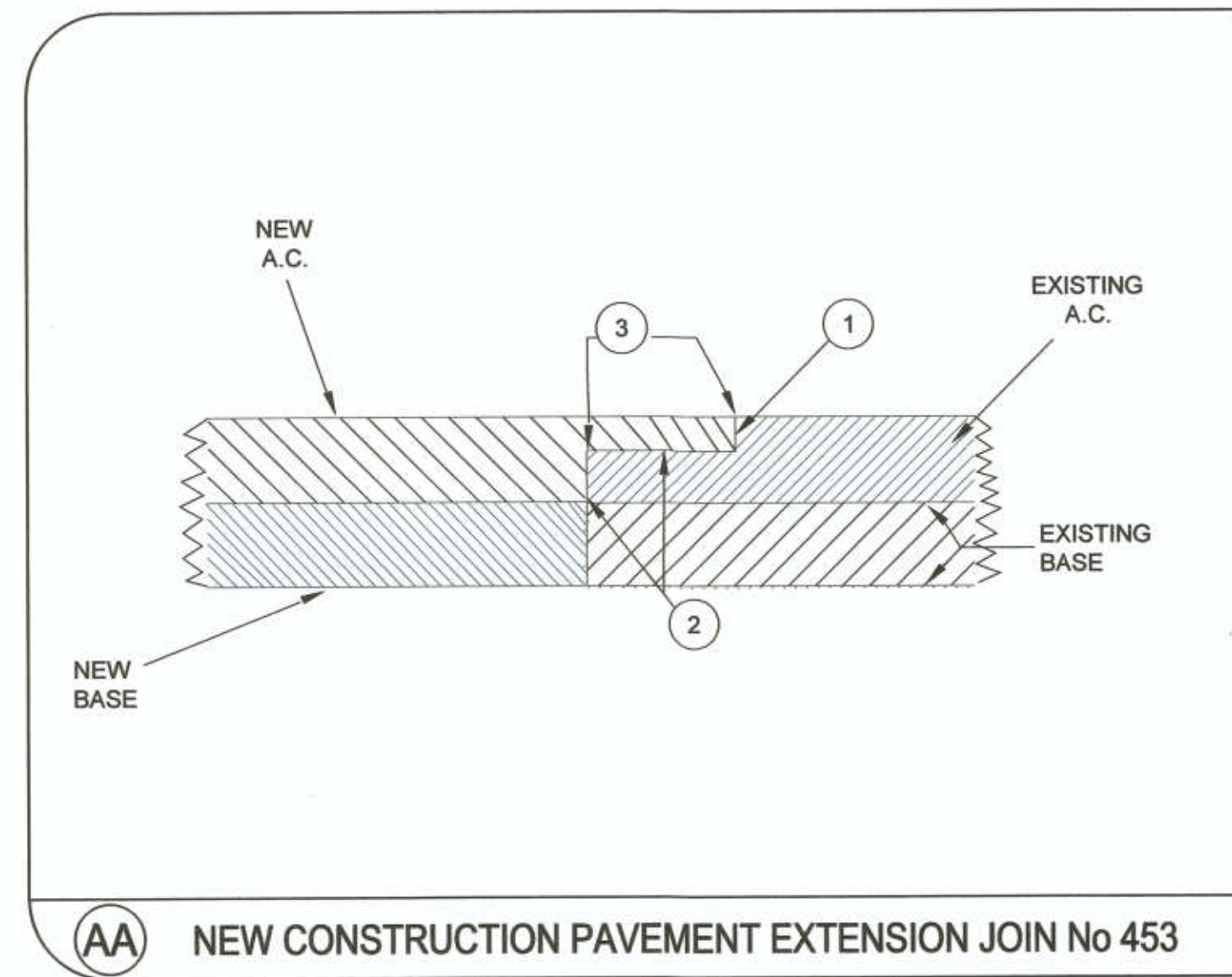
DETAILS

SHEET 14 OF 26



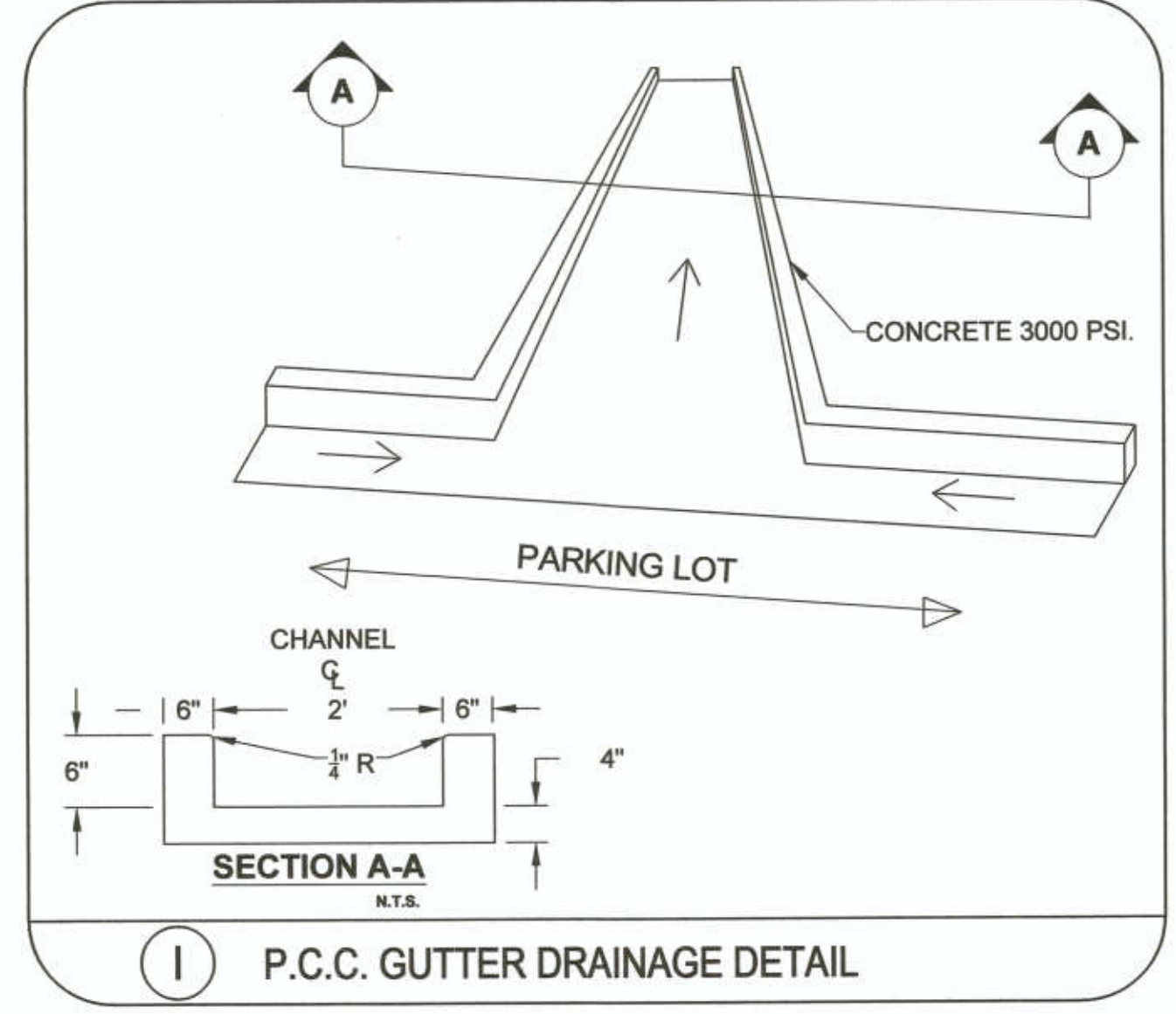
- NOTES:**
- AS SITE CONDITIONS DICTATE, CASE A THROUGH CASE G CURB RAMPS MAY BE USED FOR CORNER INSTALLATIONS SIMILAR TO THOSE SHOWN IN DETAIL A AND DETAIL B. THE CASE OF CURB RAMPS USED IN DETAIL A DO NOT HAVE TO BE THE SAME. CASE A THROUGH THE SAME CASE G CURB RAMPS ALSO MAY BE USED AT MID BLOCK LOCATIONS, ON SITE CONDITIONS DICTATE.
 - IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMMODATE RAMP AND 1.22 M (4'-0") PLATFORM (LANDING) AS SHOWN IN CASE A, THE SIDEWALK MAY BE DEPRESSED LONGITUDINALLY AS IN CASE B, OR C OR MAY BE WIDENED AS IN CASE D.
 - WHEN RAMP IS LOCATED IN CENTER OF CURB RETURN, CROSSWALK CONFIGURATION MUST BE SIMILAR TO THAT SHOWN FOR DETAIL B.
 - AS SITE CONDITIONS DICTATE, THE RETAINING CURB SIDE AND THE FLARED SIDE OF THE CASE G RAMP SHALL BE CONSTRUCTED IN REVERSED POSITION.
 - IF LOCATED ON A CURVE, THE SIDES OF THE RAMP NEED NOT BE PARALLEL, BUT THE MINIMUM WIDTH OF THE RAMP SHALL BE 1.22 M (4'-0").
 - SIDE SLOPE OF RAMP FLARES VARY UNIFORMLY FROM A MAXIMUM OF 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP, EXCEPT IN CASE C AND CASE F.
 - THE RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL.
 - TRANSITIONS FROM RAMPS TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
 - MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5 PERCENT WITHIN 1.22 M (4'-0") OF THE TOP OR BOTTOM OF THE CURB RAMP.
 - CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 914 MM (3'-0") DEPTH OF THE RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE DETAILS ON THIS PLAN AND THE REQUIREMENTS IN THE SPECIAL PROVISIONS. INSTALLATION OF E-Z SET POLYMER CONCRETE PANEL IN LIEU OF THE RAISED TRUNCATED DOME SHALL BE DONE ACCORDING TO THE DRAWING AND SPECIFICATION OF THE MANUFACTURER. PLACEMENT MUST BE PRIOR TO SETTING OF CONCRETE.
 - THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 150 MM (6") AND 205 MM (8") FROM THE GUTTER FLOWLINE.
 - UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.
 - ACCESS RAMP SHALL BE CONSTRUCTED WITH 5" THICK 4000 PSI PORTLAND CEMENT CONCRETE OVER CLASS 2 AGG. BASE OR PIT RUN GRAVEL SAND W/SAND EQUIVALENT >30. (FOR LEVELING PURPOSES).
 - RAMPS LOCATED OTHER THAN SHOWN SHALL BE APPROVED BY THE COUNTY ENGINEER.
 - SUBGRADE (8" MINIMUM) TO BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY (ASTM D1557) AND MAINTAIN A MOISTURE CONTENT OF 18% (+/- 2%) FOR CLAY SOILS ONLY FOR ALL LOCATIONS UNDERNEATH CONCRETE STRUCTURES.
 - PEDESTRIAN RAMP AND CURB RETURN SHALL BE CLASS "3" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. POLYPROPYLENE FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.

H PEDESTRIAN RAMP AND CURB RETURN DETAIL No 414

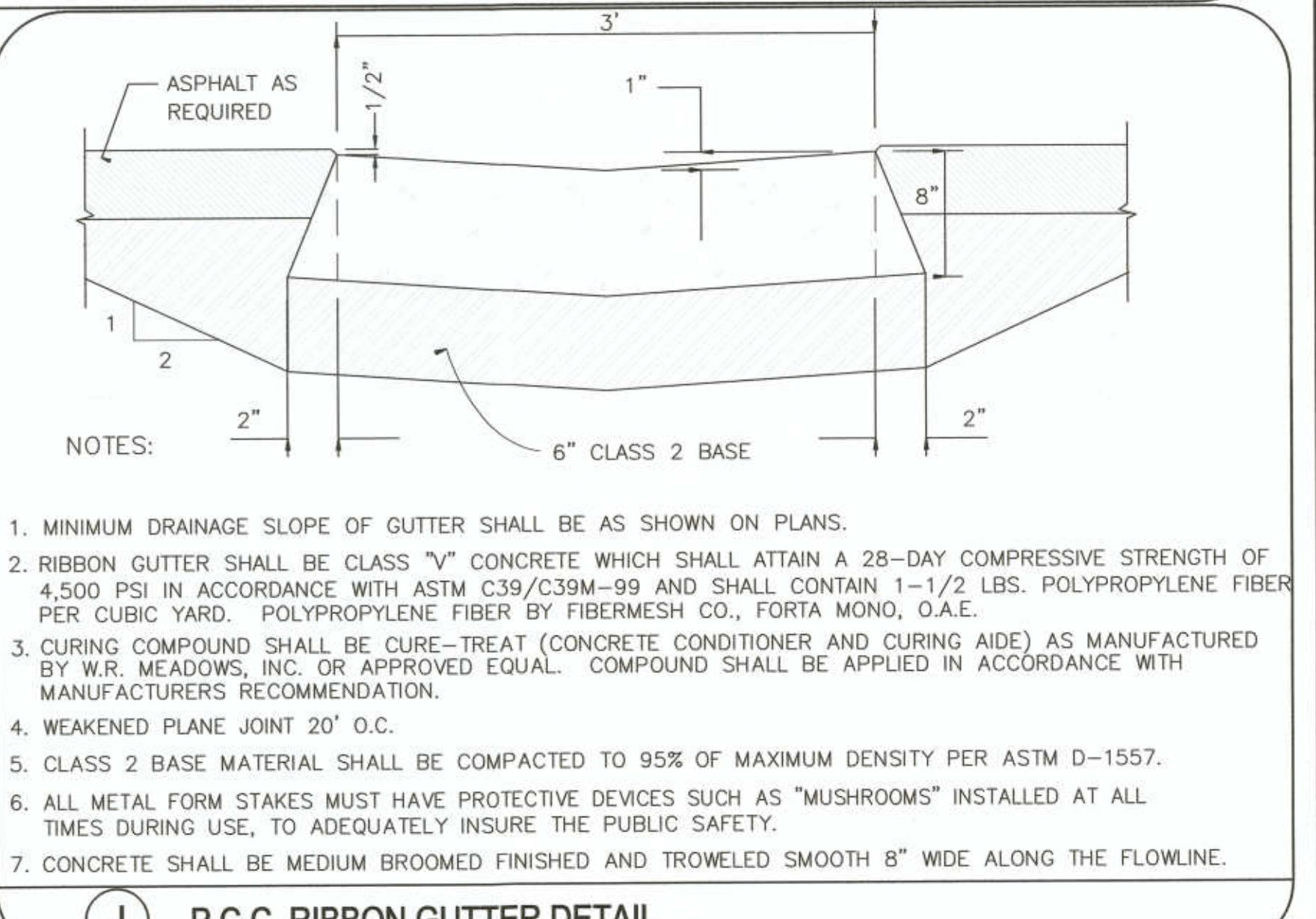


- NOTES:**
- GRIND 2' WIDE X 0.12' DEEP HEADER FULL LENGTH OF JOINT
 - TACK COAT ENTIRE SURFACE WITH AR 1000 PAVING ASPHALT AT AN APPROXIMATE RATE OF 0.05 GALLON PER SQUARE YARD OR GRADE SS-1H EMULSIFIED ASPHALT AT AN APPROXIMATE RATE OF 0.05 TO 0.10 GALLON PER SQUARE YARD SHALL BE UNIFORMLY APPLIED UPON THE EXISTING PAVEMENT PRECEDING THE PLACEMENT OF THE ASPHALT CONCRETE. THE SURFACE SHALL BE FREE OF WATER, FOREIGN MATERIAL, OR DUST, WHEN THE TACKCOAT IS APPLIED.
 - OVERLAY HEADER AREA TO MATCH NEW & EXISTING A.C. SURFACES
 - WHERE PAVEMENT IS INSTALLED ON A PROJECT ON MORE THAN ONE DAY, A HEADER (AS HERE IN DESCRIBED) MUST BE PROVIDED AT THE CONSTRUCTION JOINT.

AA NEW CONSTRUCTION PAVEMENT EXTENSION JOIN No 453

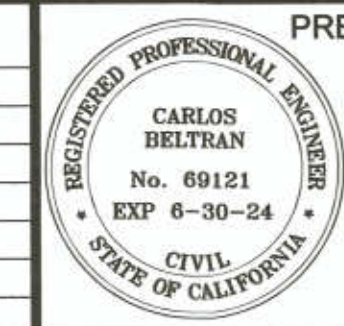


I P.C.C. GUTTER DRAINAGE DETAIL



J P.C.C. RIBBON GUTTER DETAIL

REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:	CHECKED BY:	DATE	APPROVED BY THE COUNTY OF IMPERIAL:	DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	DETAILS
			CARLOS BELTRAN, P.E.	JOHN GAY, P.E.	6/2/2023	JOHN GAY, P.E. PUBLIC WORKS DIRECTOR	6/2/23	62028	SHEET 15 OF 26
			CARLOS BELTRAN, P.E.	JOHN GAY, P.E.		JOHN GAY, P.E. PUBLIC WORKS DIRECTOR		62028	
			CARLOS BELTRAN, P.E.	JOHN GAY, P.E.		JOHN GAY, P.E. PUBLIC WORKS DIRECTOR		62028	
			CARLOS BELTRAN, P.E.	JOHN GAY, P.E.		JOHN GAY, P.E. PUBLIC WORKS DIRECTOR		62028	



CARLOS BELTRAN, P.E.
No. 69121
EXP 6-30-24
DATE 6/2/23

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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

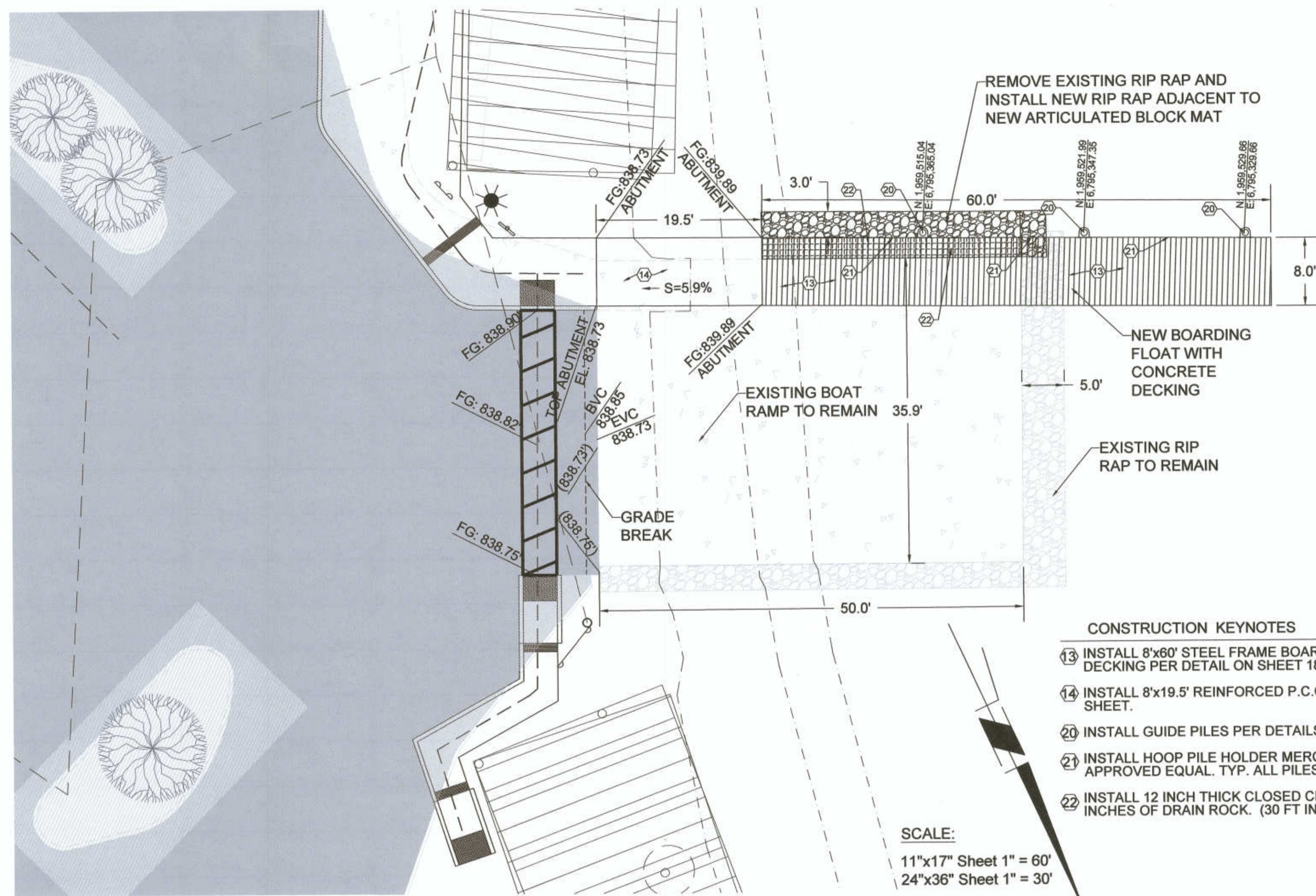


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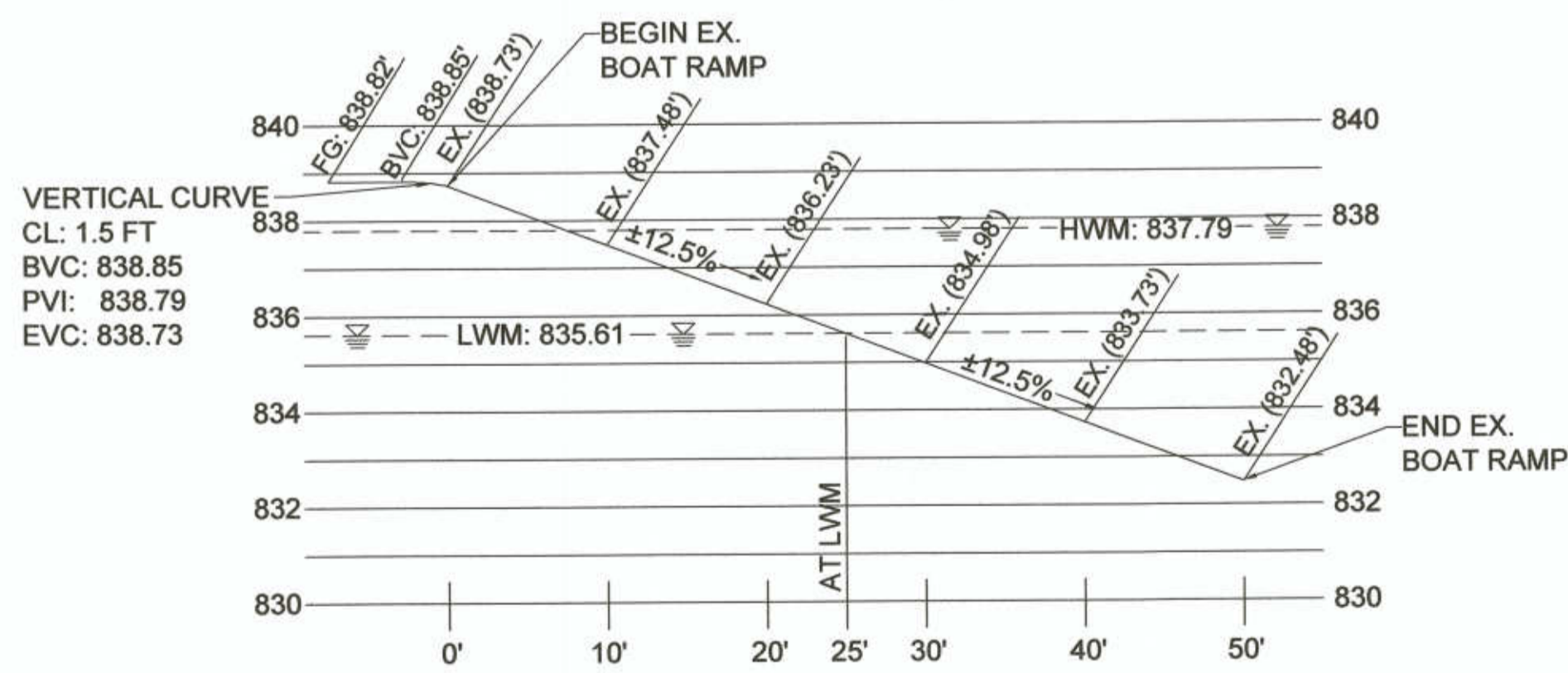
APPROVED BY THE COUNTY OF IMPERIAL:
DATE 6/2/2023
DRAWN DB
SCALE AS SHOWN
CHECKED CB

COMMUNITY AND ECONOMIC DEVELOPMENT
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

DETAILS
SHEET 15 OF 26



BOARDING FLOAT SITE PLAN

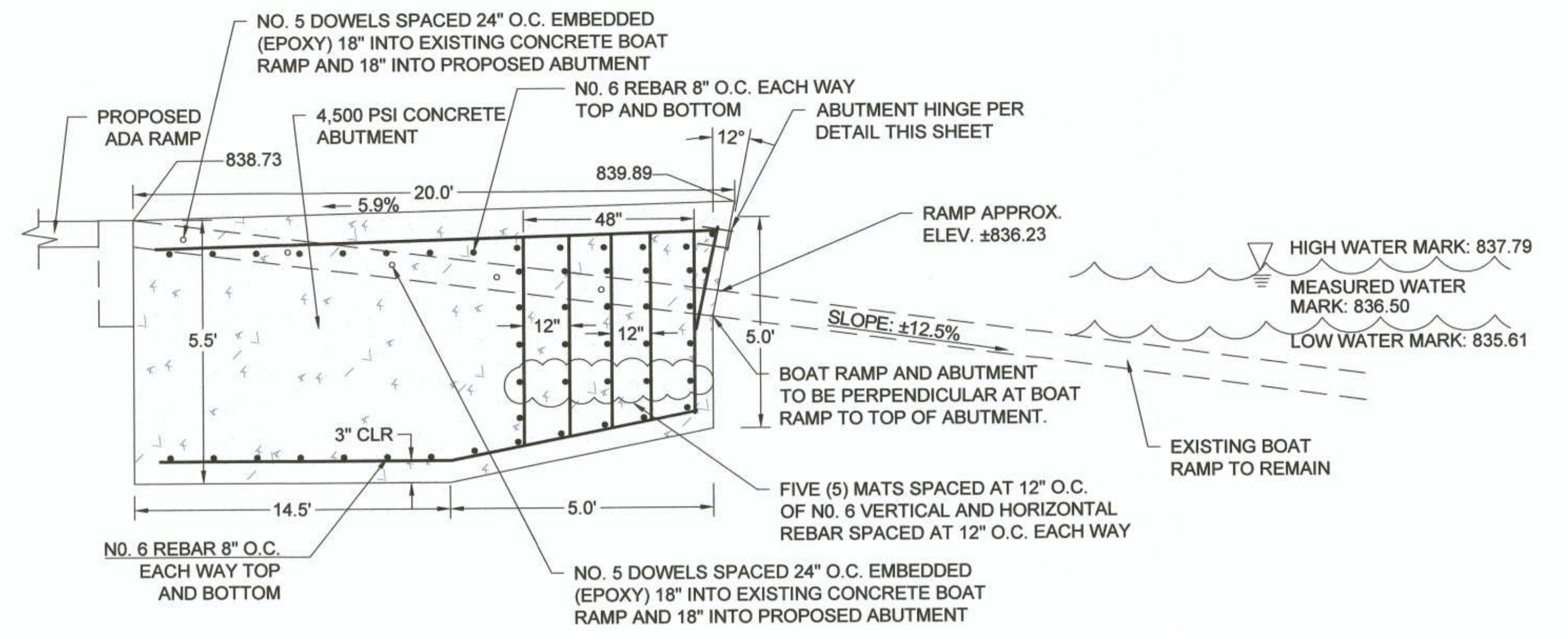


EX. RAMP PROFILE

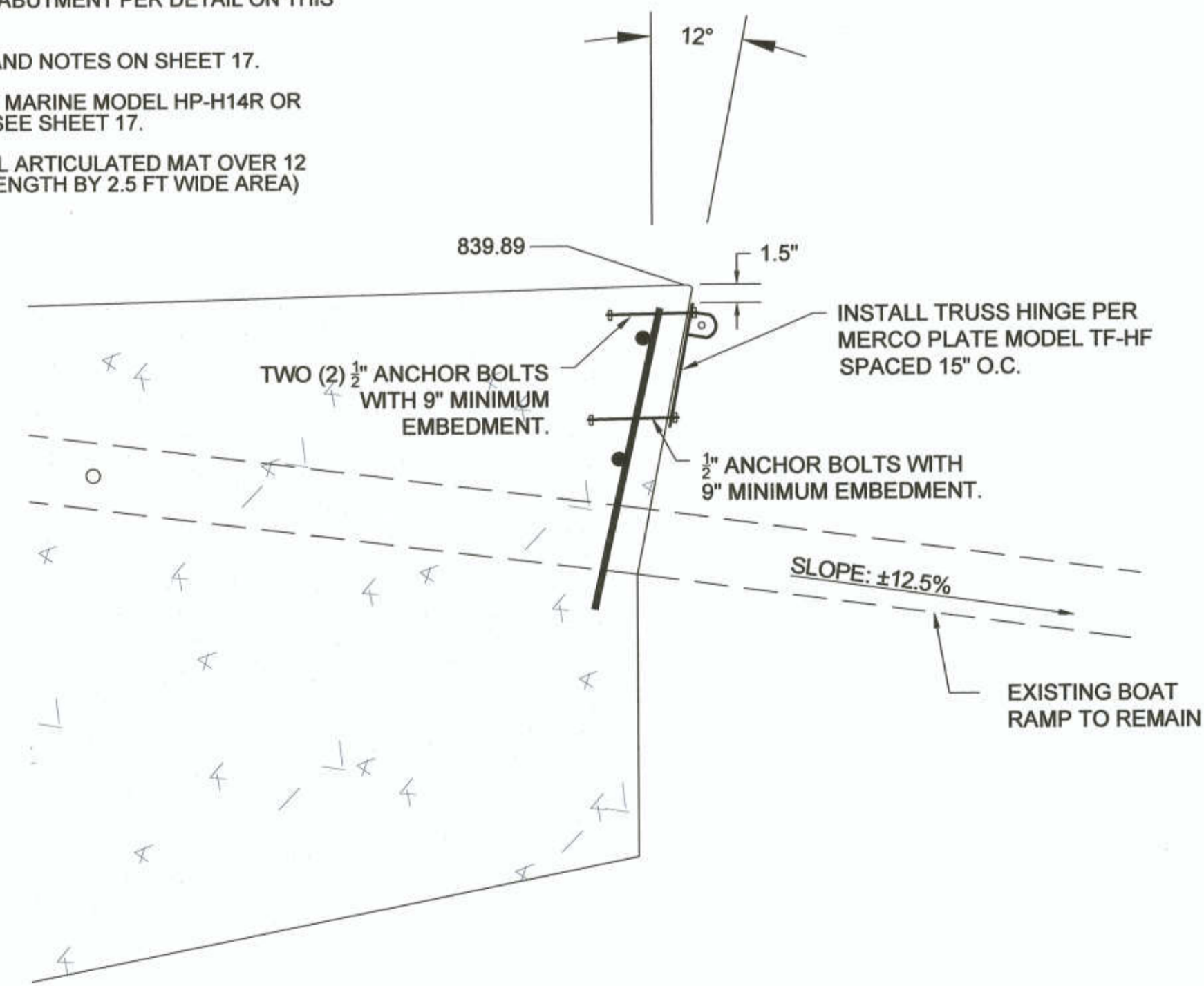
CONSTRUCTION KEYNOTES

- 13 INSTALL 8'x60' STEEL FRAME BOARDING FLOAT SYSTEM WITH CONCRETE DECKING PER DETAIL ON SHEET 18.
- 14 INSTALL 8'x19.5' REINFORCED P.C.C. ABUTMENT PER DETAIL ON THIS SHEET.
- 20 INSTALL GUIDE PILES PER DETAILS AND NOTES ON SHEET 17.
- 21 INSTALL HOOP PILE HOLDER MERCO MARINE MODEL HP-H14R OR APPROVED EQUAL. TYP. ALL PILES. SEE SHEET 17.
- 22 INSTALL 12 INCH THICK CLOSED CELL ARTICULATED MAT OVER 12 INCHES OF DRAIN ROCK. (30 FT IN LENGTH BY 2.5 FT WIDE AREA)

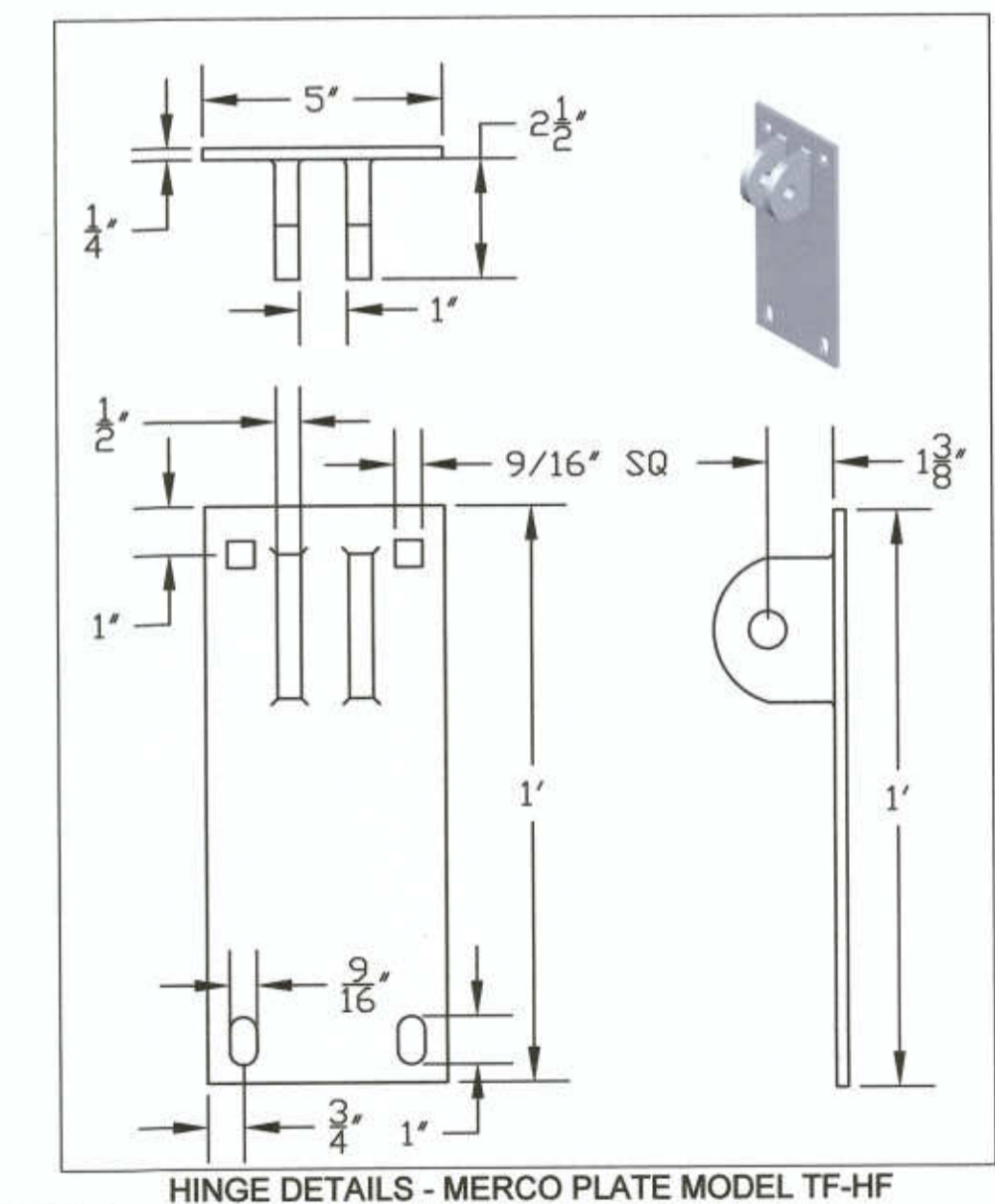
SCALE:
11"x17" Sheet 1" = 60'
24"x36" Sheet 1" = 30'



ABUTMENT DETAIL



ABUTMENT HINGE DETAIL



REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN, P.E.
No. 69121
EXP 6-30-24
CIVIL ENGINEER
STATE OF CALIFORNIA

6/6/23
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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

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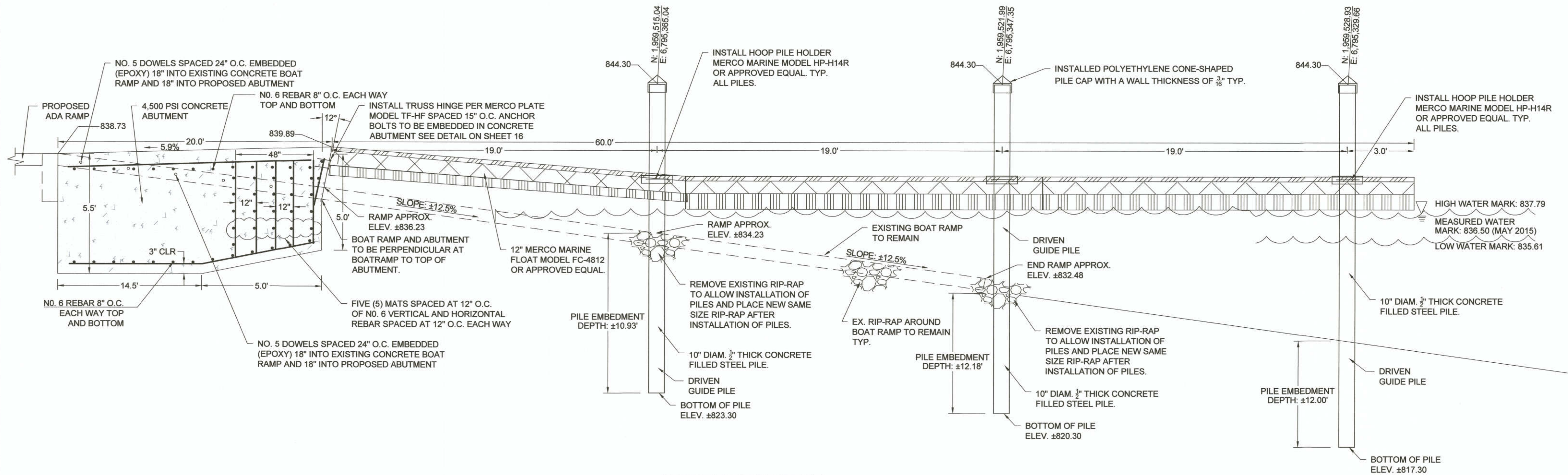
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CHECKED: CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

BOARDING FLOAT SITE PLAN

SHEET 16 OF 26



GUIDE PILES DETAIL

GUIDE PILES AND PILE YOKES:

PILE SHALL HAVE A ROUND CROSS SECTIONAL SHAPE. PILE SHALL BE 1/2" THICK MADE OF STEEL FILLED WITH CONCRETE.

AFTER PILES HAVE BEEN DRIVEN AND CUT OFF TO THE PROPER ELEVATION, THEY SHOULD BE CAPPED WITH FIBERGLASS OR POLYETHYLENE CONE-SHAPED WHITE PILE CAPS WITH A WALL THICKNESS OF NOT LESS THAN 1/8".

THE PILE CUTOFF ELEVATION SHALL BE HIGH WATER PLUS 6.5'.

IF STEEL PILES ARE USED, THE CONTRACTOR SHALL PROVIDE THE PROPER ALLOY AND PILE COATING TO INSURE A MINIMUM 20 YEAR PILE SERVICE LIFE.

IN APPLICATIONS WHERE STEEL PILES AND STEEL PILE YOKES ARE USED TOGETHER, IT WILL BE NECESSARY TO ATTACH UHMW RUB STRIPS TO EITHER THE PILES OR TO THE YOKES TO PREVENT ABRASIVE WEAR, AND TO MINIMIZE THE BANGING NOISE THAT WILL OCCUR BECAUSE OF WIND AND WAVES.

PILES ARE TO BE DRIVEN STRAIGHT AND PLUMB WITHIN A TOLERANCE OF 1" IN 10'.

PILE YOKES:

- EXTERIOR YOKES SHOULD ONLY BE USED WHERE THEY WILL NOT INTERFERE WITH THE SAFE AND CONVENIENT PASSAGE OF BOATS AND TRAILERS. THE YOKES MUST BE DESIGNED TO ELIMINATE ALL SHARP CORNERS AND EDGES WHICH COULD CAUSE PERSONAL INJURY, OR PUNCTURE THE HULL OF A BOAT ON IMPACT.
- INTERNAL YOKES SHOULD ONLY BE USED WHERE THEY WILL NOT INTERFERE WITH THE SAFE AND CONVENIENT PASSAGE OF PEDESTRIANS ON THE BOARDING FLOAT.
- IT IS RECOMMENDED THAT ULTRA HIGH MOLECULAR WEIGHT (UHMW) POLYETHYLENE BE USED ON PILE YOKES AS WEAR STRIPS. STRIPS 1" OR THICKER.
- ADEQUATE CAPACITY MUST BE PROVIDED INSIDE THE YOKE FOR THE RELATIVE MOVEMENT BETWEEN THE PILE AND YOKE. RECOMMENDED CLEARANCES BETWEEN THE PILE AND YOKE ARE 1" ALONG THE SIDES AND 4" AT EACH END.

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

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 No. 69121
 EXP. 6-30-24
 CIVIL ENGINEER
 STATE OF CALIFORNIA

69121 R.C.E. No.
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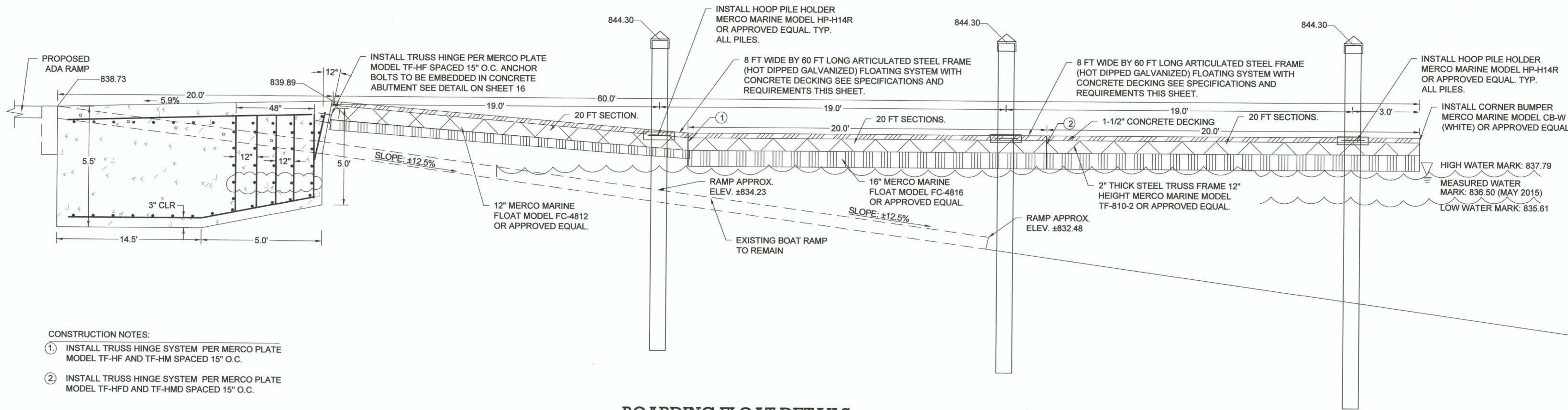
PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

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 STATE OF CALIFORNIA

62028 R.C.E. No.
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DATE: 6/2/2023	COMMUNITY AND ECONOMIC DEVELOPMENT	GUIDE PILE DETAILS
DRAWN: DB		
SCALE: AS SHOWN	IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 17 OF 26
CHECKED: CB		



CONSTRUCTION NOTES:

- ① INSTALL TRUSS HINGE SYSTEM PER MERCIO PLATE MODEL TF-HF AND TF-HM SPACED 15" O.C.
- ② INSTALL TRUSS HINGE SYSTEM PER MERCIO PLATE MODEL TF-HFD AND TF-HMD SPACED 15" O.C.

BOARDING FLOAT DETAILS

BOARDING FLOAT SYSTEM:

CONTRACTOR TO SUBMIT SHOP DRAWINGS TO COUNTY/ENGINEER (OR THIRD PARTY PLAN CHECKER) FOR REVIEW AND APPROVAL OF THE BOARDING FLOAT SYSTEM WITH THE FOLLOWING DESIGN CRITERIA AND REQUIREMENTS:

ARTICULATED BOARDING FLOAT SHALL BE 8 FT WIDE BY 60 FT LONG STEEL FRAME FLOAT (HOT DIPPED GALVANIZED) WITH CONCRETE DECKING.
 MINIMUM CLEAR TRAVEL WIDTH SHOULD BE NOT LESS THAN 5'0" (60") BETWEEN CLEATS, BULL RAILS, RINGS OR OTHER MOORING HARDWARE MOUNTED ALONG THE EDGES OF THE BOARDING FLOAT, NOR SHOULD ANY PART OF THE HARDWARE BE MOUNTED MORE THAN 6" IN FROM THE EDGE OF THE BOARDING FLOAT.

IN CASES WHERE GUIDE PILES ARE LOCATED ALONG THE CENTERLINE OF THE BOARDING FLOAT, THE MINIMUM OVERALL WIDTH SHOULD BE 8'0" (96"), AND THE MINIMUM CLEAR DISTANCE BETWEEN THE FACE OF THE PILE AND THE EDGE OF THE FLOAT SHOULD BE 3'2" (38").

WHERE ARTICULATED (HINGED) BOARDING FLOATS ARE INSTALLED, THE INDIVIDUAL FLOAT SECTIONS SHOULD BE NOT MORE THAN 20' NOR LESS THAN 16' IN LENGTH WITH 20' BEING THE RECOMMENDED STANDARD.

MAXIMUM OVERALL HEIGHT OF BOARDING FLOATS SHALL NOT EXCEED 30' WHERE FLOAT SECTIONS WILL COME TO REST ON THE UPPER REACHES OF A LAUNCHING RAMP SURFACE DURING PERIODS OF LOW WATER, AND WHERE THE "RESTING" FLOAT SECTIONS ARE USED FOR PEDESTRIAN ACCESS TO FLOAT SECTIONS WHICH ARE IN THE WATER.

DESIGN CRITERIA:

DEAD LOAD ONLY (DL): BOARDING FLOATS ARE TO FLOAT LEVEL IN THE WATER WITHIN THE FOLLOWING LIMITS:
 LENGTH: 1/8" PER FOOT OVER THE LENGTH OF AN INDIVIDUAL BOARDING FLOAT SECTION, NOT TO EXCEED 1" IN 10'.
 WIDTH: 1" MAXIMUM OVER THE WIDTH OF THE BOARDING FLOAT.

UNIFORM LIVE LOAD (ULL)
 • 20 LB/SQFT STANDARD UNIFORM LIVE LOAD FOR LAUNCHING RAMP BOARDING FLOATS, IN SERVICE, IN THE WATER.

LIVE POINT LOAD (LPL): 650 LBS
 • A LIVE POINT LOAD MAY BE APPLIED AT ANY POINT ON THE BOARDING FLOAT DECK NOT CLOSER THAN 12" FROM THE EDGE OF THE FLOAT.

FREEBOARD:
 A) DEAD LOAD ONLY (DL)
 - 14" MINIMUM / 20" MAXIMUM TO TOP OF DECK.
 - 4" MINIMUM TO BOTTOM OF FENDERBOARD.

BOARDING FLOAT SYSTEM CONTINUE:

- B) DEAD LOAD PLUS UNIFORM LIVE LOAD (DL + ULL)
 - 10" MINIMUM TO TOP OF DECK.
- C) DEAD LOAD PLUS LIVE POINT LOAD (DL + LPL)
 - 13" MINIMUM TO TOP OF DECK.
- D) DEAD LOAD PLUS UNIFORM LIVE LOAD PLUS LIVE POINT LOAD (DL + ULL + LPL)
 - 8" MINIMUM TO TOP OF DECK.

BOARDING FLOATS ARE TO BE DESIGNED TO WITHSTAND WIND, WAVE, CURRENT AND IMPACT LOADINGS, APPLIED TO BOTH FLOATS AND TIED UP BOATS, THAT MAY REASONABLY OCCUR DURING THE LIFE OF THE STRUCTURE AS THE RESULT OF ITS LOCATION AND EXPOSURE. BOARDING FLOATS SHALL BE DESIGN PER THE LOADING CRITERIA STATED ON SECTION 301 OF THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS BOATING FACILITIES DIVISION LAYOUT, DESIGN AND CONSTRUCTION HANDBOOK.

FRAMING BOLTS SHOULD BE NOT LESS THAN 3/8" DIAMETER, AND BE EITHER HOT DIPPED GALVANIZED OR STAINLESS STEEL.

ALL FERROUS METALS USED ARE TO BE HOT-DIP GALVANIZED AFTER FABRICATION.

ALL METAL PLATES USED TO FABRICATE CLIPS, BRACKETS AND OTHER STRUCTURAL PARTS FOR BOARDING FLOATS ARE TO BE MADE FROM MATERIAL NOT LESS THAN 1/4" IN THICKNESS.

CLEATS FOR BOAT LINES SHOULD BE PROVIDED ALONG THE EDGE(S) OF BOARDING FLOATS ON 10' CENTERS.
 • CLEATS SHOULD BE CAST DUCTILE IRON, 8" OR 10" IN LENGTH, HAVE A BASE NOT LESS THAN 23"x4", AND BE DESIGNED TO RECEIVE TWO (2) HEX HEAD GALVANIZED MACHINE BOLTS NOT LESS THAN 7/16" IN DIAMETER. THE BOLT HEADS SHOULD FIT FLUSH INTO RECESSES IN THE TOP OF THE CLEAT.
 • CLEATS SHOULD BE HOT-DIP GALVANIZED AFTER THEY HAVE BEEN THOROUGHLY CLEANED WITH A WIRE WHEEL AND HAD ALL BURRS AND ROUGH SPOTS GROUND SMOOTH TO PREVENT CHAFING OF BOAT LINES.

LEGS OR OTHER PROTECTIVE DEVICES SHOULD BE INSTALLED TO PROTECT THE FLOTATION PONTOONS ON ALL BOARDING FLOATS THAT PERIODICALLY COME TO REST ON THE LAUNCHING RAMP SURFACE. PLASTIC PADS OF 1/2" OR THICKER ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE (UHMW) SHOULD BE ATTACHED TO THE BOTTOM OF THE LEGS TO PREVENT DAMAGE TO THE LAUNCHING RAMP SURFACE. THE THICKNESS OF THE PADS MUST BE CONSIDERED IN THE OVERALL HEIGHT OF THE BOARDING FLOATS IN ORDER TO AVOID EXCEEDING 30".




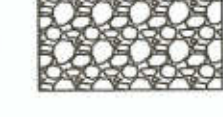

PONTOONS FOR FLOTATION SHOULD CONSIST OF A RIGID VESSEL FILLED WITH MARINE GRADE FLOTATION FOAM. THE RIGID VESSELS ARE TYPICALLY RECTANGULAR TUBS OR CIRCULAR CULVERT PIPES MADE OF POLYETHYLENE.
 • TUBS FOR FLOTATION PONTOONS SHOULD BE BLACK IN COLOR, HAVE A MINIMUM WALL THICKNESS OF 0.20", AND BE MANUFACTURED OF CROSS LINKED ROTATIONALLY MOLDED POLYETHYLENE (CL-200). THE TOPS OF THE TUBS MUST BE SEALED TO PREVENT WATER FROM ENTERING THE PONTOONS AND FILLING.

BOARDING FLOAT SYSTEM CONTINUE:

HINGES USED TO CONNECT BOARDING FLOATS TO AN ABUTMENT SHOULD BE HOT DIPPED GALVANIZED SCHEDULE 80 STEEL PIPE. THE HINGES SHOULD BE CONTINUOUS, WITHOUT ANY GAPS, AND CUT FLUSH WITH OR SLIGHTLY INSIDE THE ALIGNMENT OF THE SIDES OF THE ABUTMENT AND THE BOARDING FLOATS. THE TOP SURFACE OF THE BARREL OF THE HINGE SHOULD BE FLUSH WITH THE TOP OF BOTH THE ABUTMENT AND THE DECK OF THE BOARDING FLOATS.

REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:		APPROVED BY THE COUNTY OF IMPERIAL:		DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	8' x 60' BOARDING FLOAT SYSTEM
			 CARLOS BELTRAN, P.E. DATE: 6/2/22	69121 R.C.E. No. 06/30/24 REG. EXP.	 JOHN GAY, P.E. PUBLIC WORKS DIRECTOR DATE: 6/6/23	JOHN GAY PUBLIC WORKS DIRECTOR DATE: 6/6/23	6/2/2023 DRAWN: DB SCALE: AS SHOWN CHECKED: CB		
			DYNAMIC CONSULTING ENGINEERS CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL, CA. 92251 TEL. (760) 545-0162 FAX (760) 545-0163		PUBLIC WORKS DEPARTMENT COUNTY OF IMPERIAL		62028 R.C.E. No. 09/30/23 REG. EXP.		

LEGEND:

-  COLD PLANE EXISTING A.C. PAVEMENT FOR 1-INCH THICKNESS. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT MATERIAL.
-  INSTALL 3-INCHES OF A.C. PAVEMENT OVER 9-INCHES OF CLASS 2 BASE.
-  EXISTING A.C. PAVEMENT TO REMAIN.
-  RIP RAP - INSTALL 4" TO 6" RIP RAP TYP. OVER FILTER FABRIC
-  INSTALL 3-INCHES OF A.C. PAVEMENT.

PROPOSED PARKING SPACES

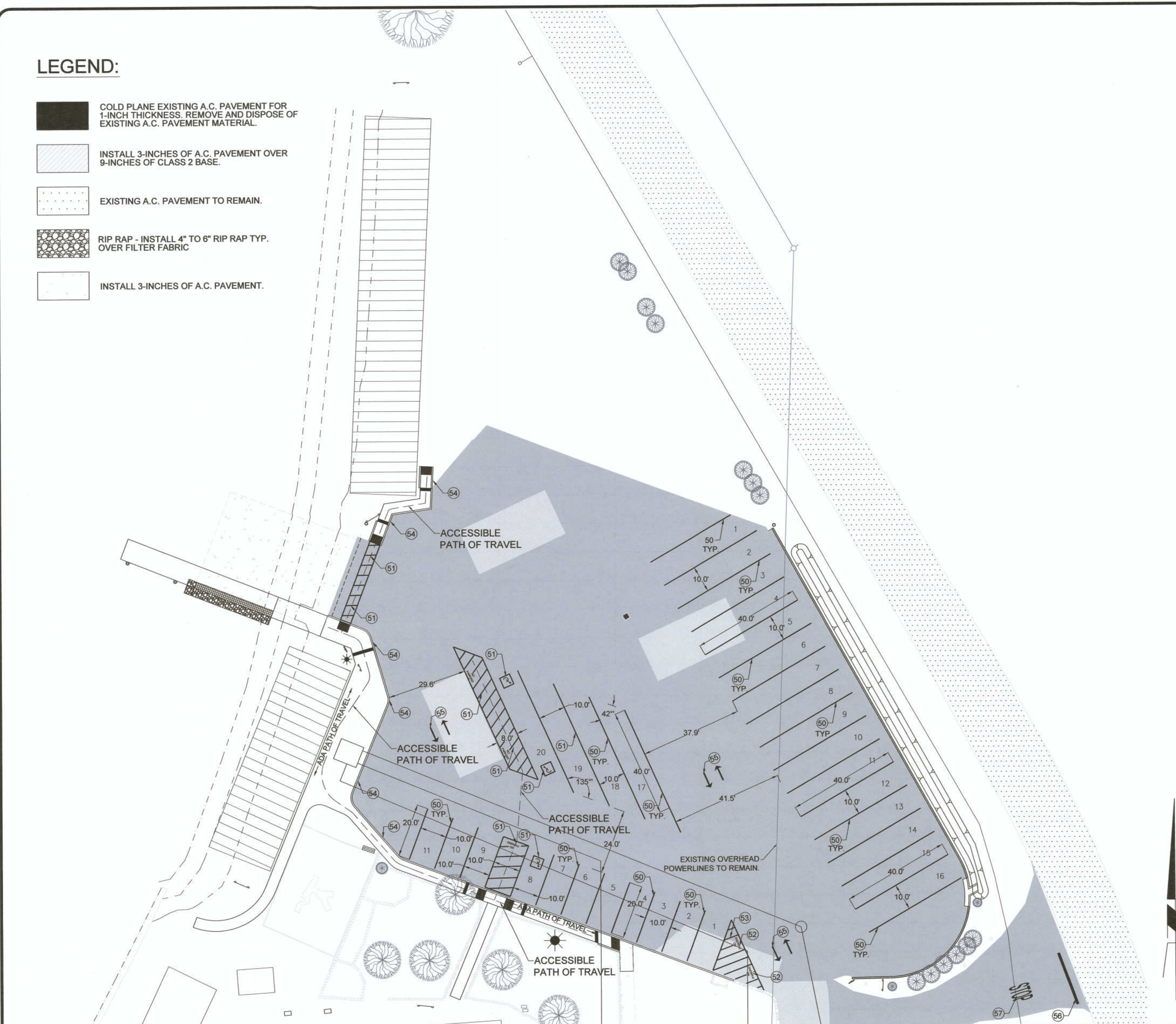
STANDARD PARKING SPACES	10
ACCESSIBLE PARKING SPACES	1
VEHICLE W/ TRAILER PARKING SPACES	19
VEHICLE W/ TRAILER ADA PARKING SPACES	1
TOTAL PARKING SPACES	31

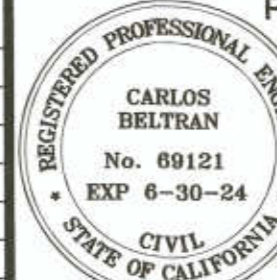

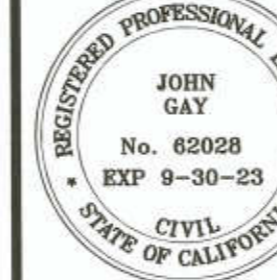
PARKING LOT NOTES:

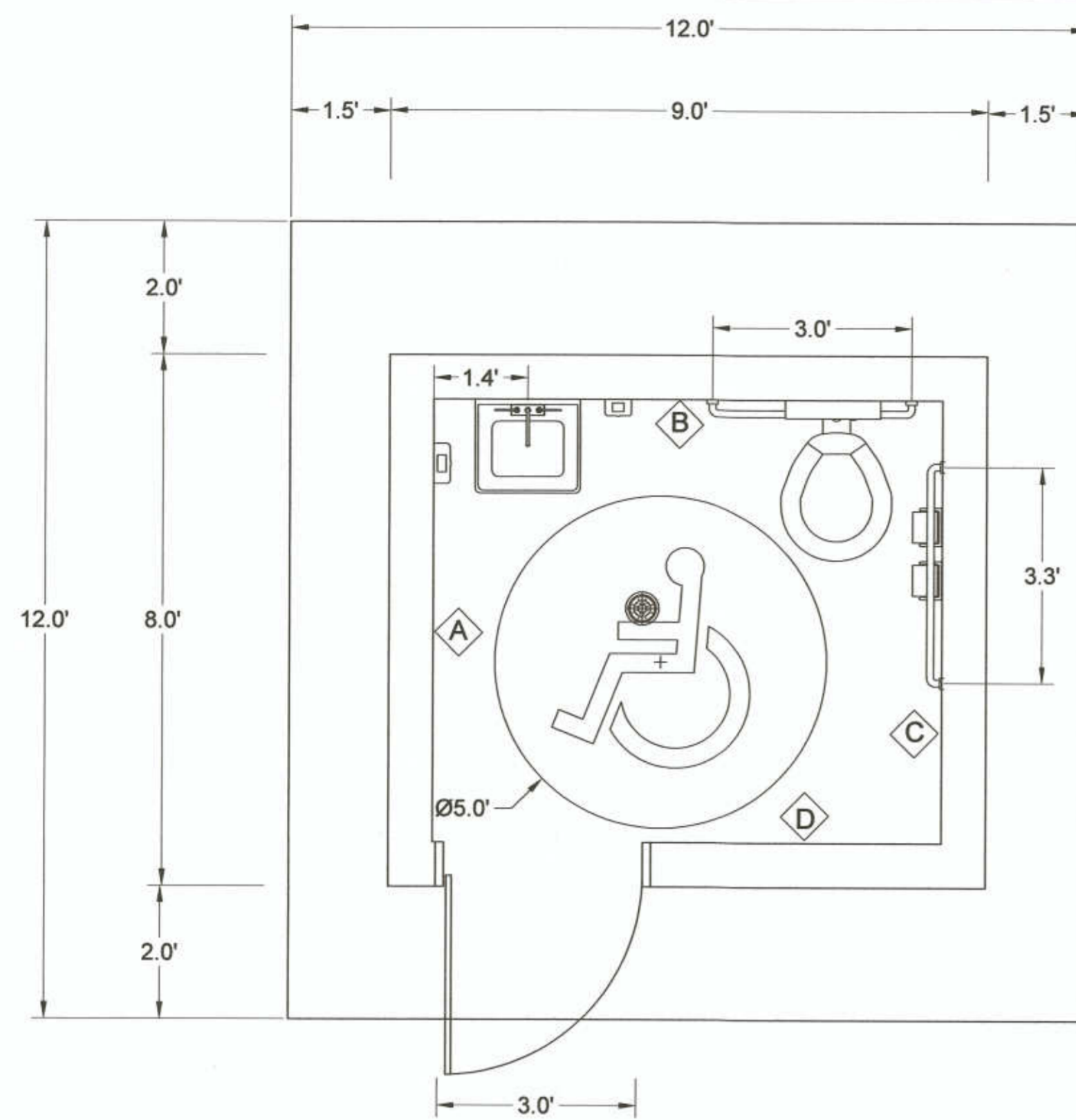
NOTE: PARKING SPACES SHALL BE STRIPED ACCORDINGLY AND ALL STRIPING SHALL BE MAINTAINED IN ACCORDANCE WITH COUNTY ORDINANCES AND REQUIREMENTS.

- (50) PAINT 4 INCH WHITE STRIPE PARKING STALL
- (51) PAINT ACCESSIBLE PARKING STALL AND AISLE PER 2013 CA BUILDING CODES. INSTALL REQUIRED ACCESSIBLE PARKING SIGNS.
- (52) PAINT "NO PARKING" IN WHITE 12 INCH LETTERS PER CALTRANS STANDARD PLAN RSP A24E. PAINT 4 INCH DIAGONAL LINES 3 FT OFF CENTER.
- (53) PAINT 4 INCH WHITE DIAGONAL STRIPES 3 FT OFF CENTER NO PARKING ZONE.
- (54) PAINT RED CURB (NO PARKING)
- (55) PAINT ARROWS PER CALTRANS STANDARD PLANS RSP A24A
- (56) INSTALL 12 INCH WHITE STOP LINE PER CALTRANS STANDARD PLANS RSP A24E
- (57) PAINT "STOP" PER CALTRANS STANDARD PLANS A24D
- (58) PAINT RIGHT EDGE LINE PER CALTRANS STANDARD DETAIL 27B
- (59) PAINT YELLOW NO PASSING ZONE STRIPING PER CALTRANS STANDARD DETAIL 21

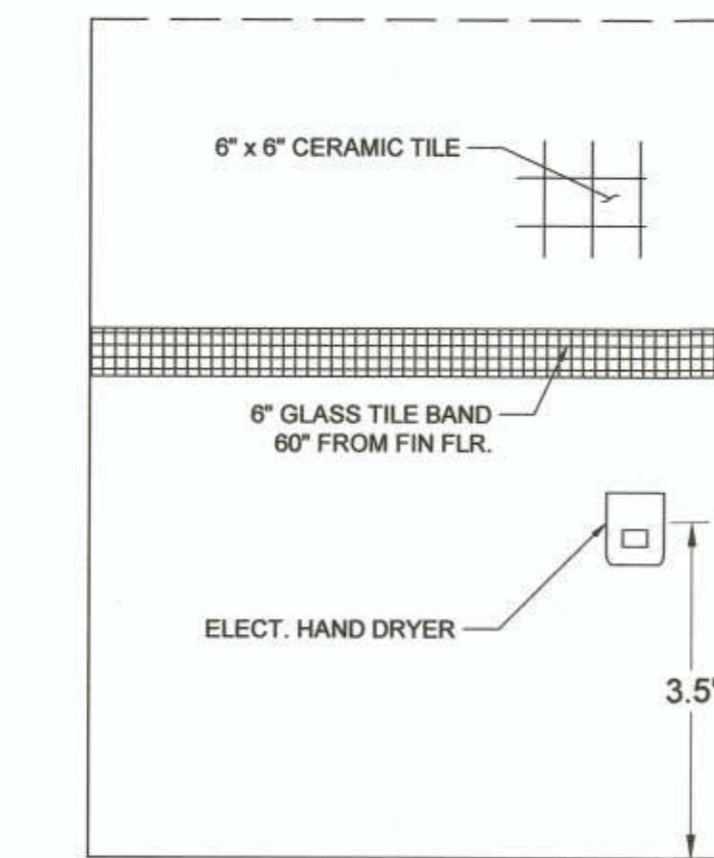
SCALE:
11"x17" Sheet 1" = 40'
24"x36" Sheet 1" = 20'



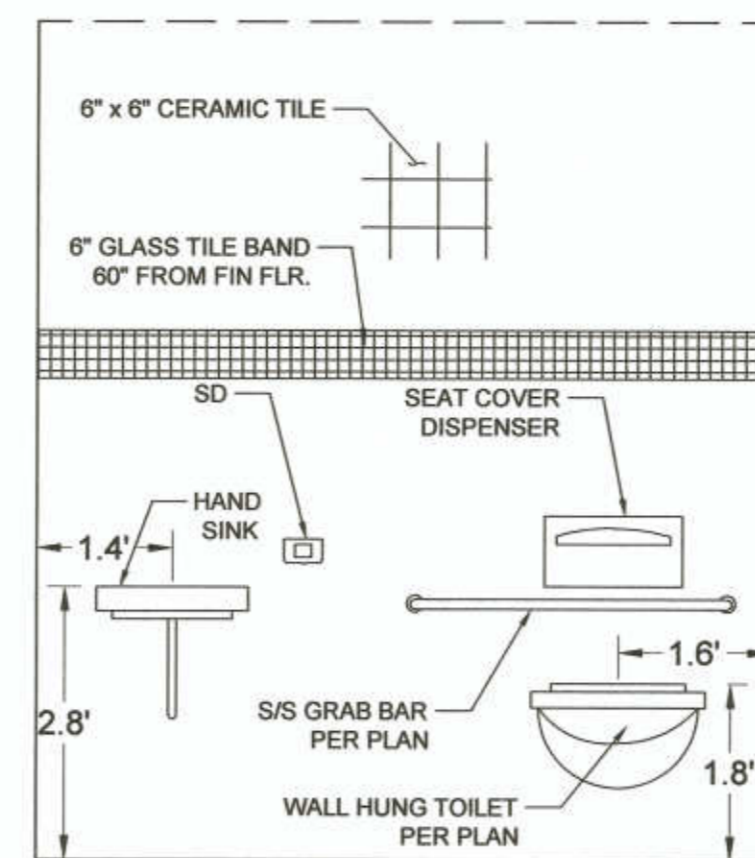
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION	DATE	COMMENTS										<p>PREPARED UNDER THE DIRECT SUPERVISION OF:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  <p>CARLOS BELTRAN No. 69121 EXP 6-30-24 CIVIL STATE OF CALIFORNIA</p> </div> <div style="text-align: center;"> <p><i>CB</i></p> <p>CARLOS BELTRAN, P.E.</p> </div> <div style="text-align: center;"> <p>69121 R.C.E. No.</p> <p>06/30/24 REG. EXP.</p> </div> </div>	<div style="display: flex; align-items: center;">  <div> <p>Dynamic CONSULTING ENGINEERS</p> <p>CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B., IMPERIAL CA. 92251 TEL. (760) 545-0162 FAX (760) 545-0163</p> </div> </div>	<div style="display: flex; align-items: center;">  <div> <p>PUBLIC WORKS DEPARTMENT</p> <p>COUNTY OF IMPERIAL</p> </div> </div>	<p>APPROVED BY THE COUNTY OF IMPERIAL:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  <p>JOHN GAY No. 62028 EXP 9-30-23 CIVIL STATE OF CALIFORNIA</p> </div> <div style="text-align: center;"> <p><i>John Gay</i></p> <p>JOHN GAY, P.E. PUBLIC WORKS DIRECTOR</p> </div> <div style="text-align: center;"> <p>6/6/23 DATE</p> </div> </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>6/2/2023</td> </tr> <tr> <td>DRAWN</td> <td>DB</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>CHECKED</td> <td>CB</td> </tr> </table>	DATE	6/2/2023	DRAWN	DB	SCALE	AS SHOWN	CHECKED	CB	<p>COMMUNITY AND ECONOMIC DEVELOPMENT</p> <p>IMPROVEMENTS FOR THE WUEST LAKE BOAT LAUNCHING FACILITY PROJECT</p>	<p>STRIPING PLAN</p> <p>SHEET 19 OF 26</p>
REVISION	DATE	COMMENTS																									
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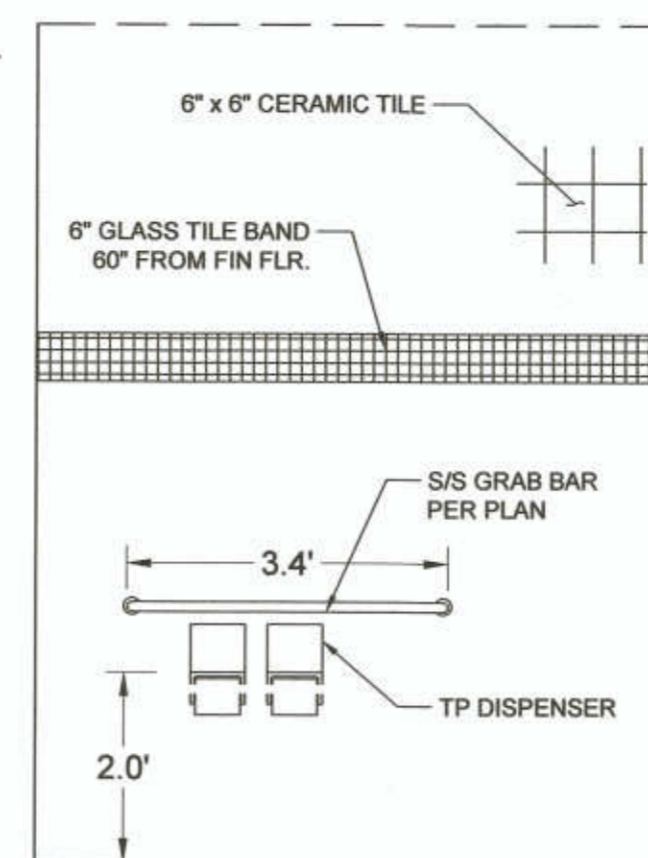
FLOOR PLAN



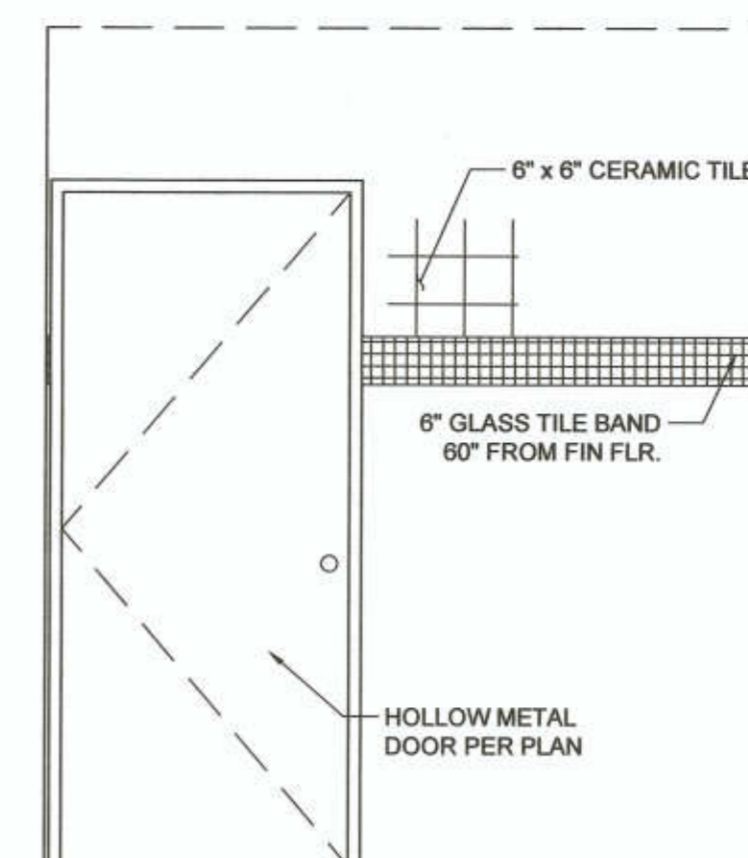
A INTERIOR ELEVATION



B INTERIOR ELEVATION



C INTERIOR ELEVATION



D INTERIOR ELEVATION

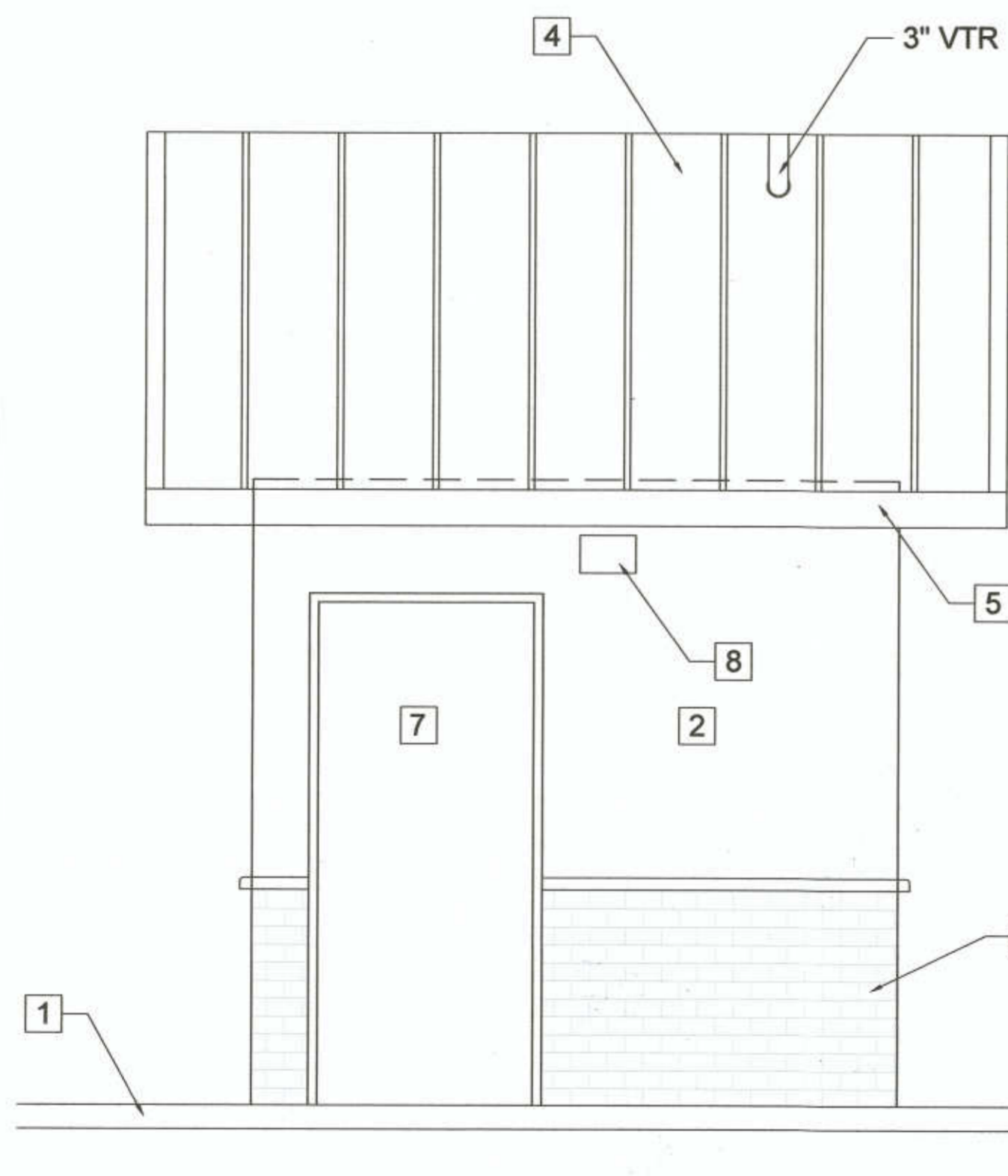
- CONSTRUCTION NOTES**
- 1 4" THICK CONCRETE SIDEWALK PER PLAN
 - 2 3 COAT STUCCO FINISH ACCENT WALLS (AW) W/STONE VENEER TO HAVE DIFFERENT STUCCO COLOR. COLORS TO BE SELECTED BY OWNER.
 - 3 "CAST AWAY" STACKED STONE BY EL DORADO STONE OR EQUAL.
 - 4 28ga SKYLINE SERIES 16" STANDING SEAM METAL ROOF BY ASC BUILDING PRODUCTS OR EQUAL-COLOR BY OWNER.
 - 5 2x6 R/S WOOD FASCIA-PRIME & PAINT FINISH INCLUDING EAVES.
 - 6 6"x16" GALVANIZED WIRE VENTS AT VENT OPENINGS.
 - 7 14ga HOLLOW METAL STEEL DOOR.
 - 8 INSTALL SINGLE LIGHT WALL MOUNTED 45 WATT LED OUTDOOR UTILITY LIGHT.

CODE SUMMARY:
 OCCUPANCY TYPE: U - UTILITY AND MISCELLANEOUS
 CONSTRUCTION: MASONRY
 AREA ALLOWABLE: 51.11 SQ.FT
 HEIGHT: 1 STORY
 HEIGHT ALLOWABLE: N/A
 OCCUPANT LOAD: 1

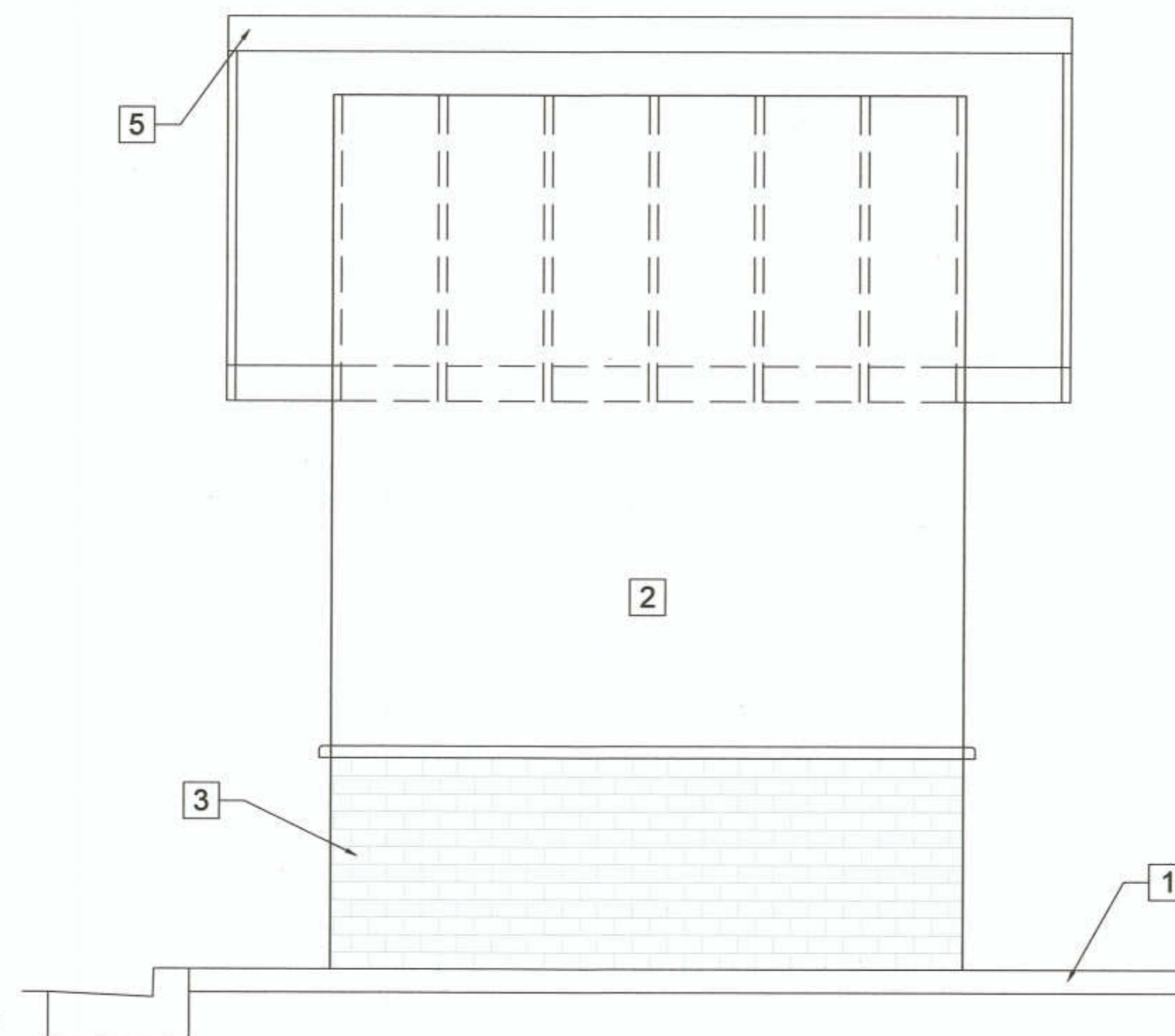
CODES AND STANDARDS

2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 PART 2
 2016 CALIFORNIA ELECTRICAL CODE, TITLE 24 PART 3
 2016 CALIFORNIA MECHANICAL CODE, TITLE 24 PART 4
 2016 CALIFORNIA PLUMBING CODE, TITLE 24 PART 5
 2016 CALIFORNIA BUILDING ENERGY CODE, TITLE 24 PART 6
 2016 CALIFORNIA FIRE CODE, TITLE 24 PART 9
 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

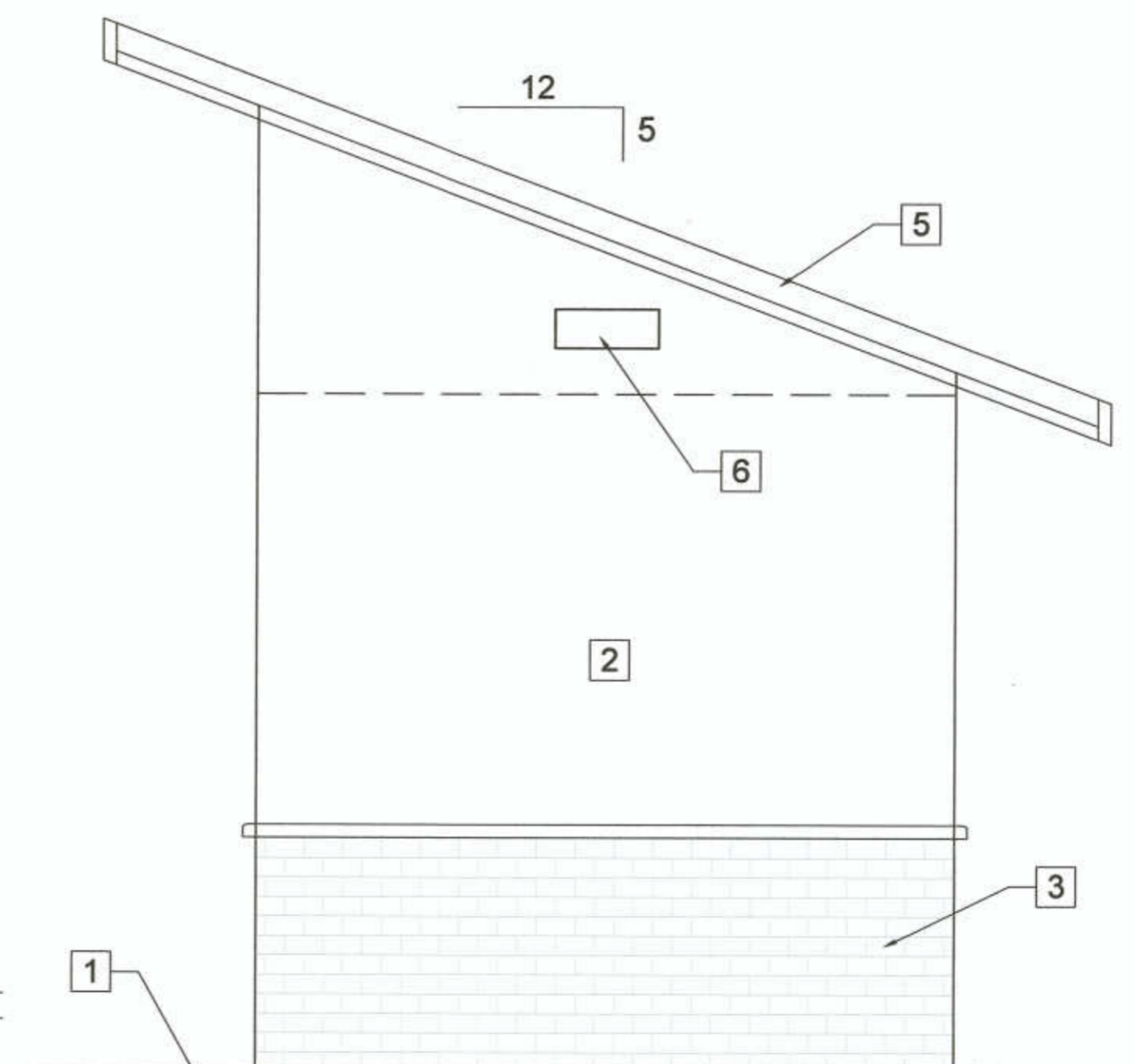
ACI AMERICAN CONCRETE INSTITUTE, ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
 ACI AMERICAN CONCRETE INSTITUTE, ACI 530, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"
 AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "STEEL CONSTRUCTION MANUAL, 13TH EDITION"
 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN



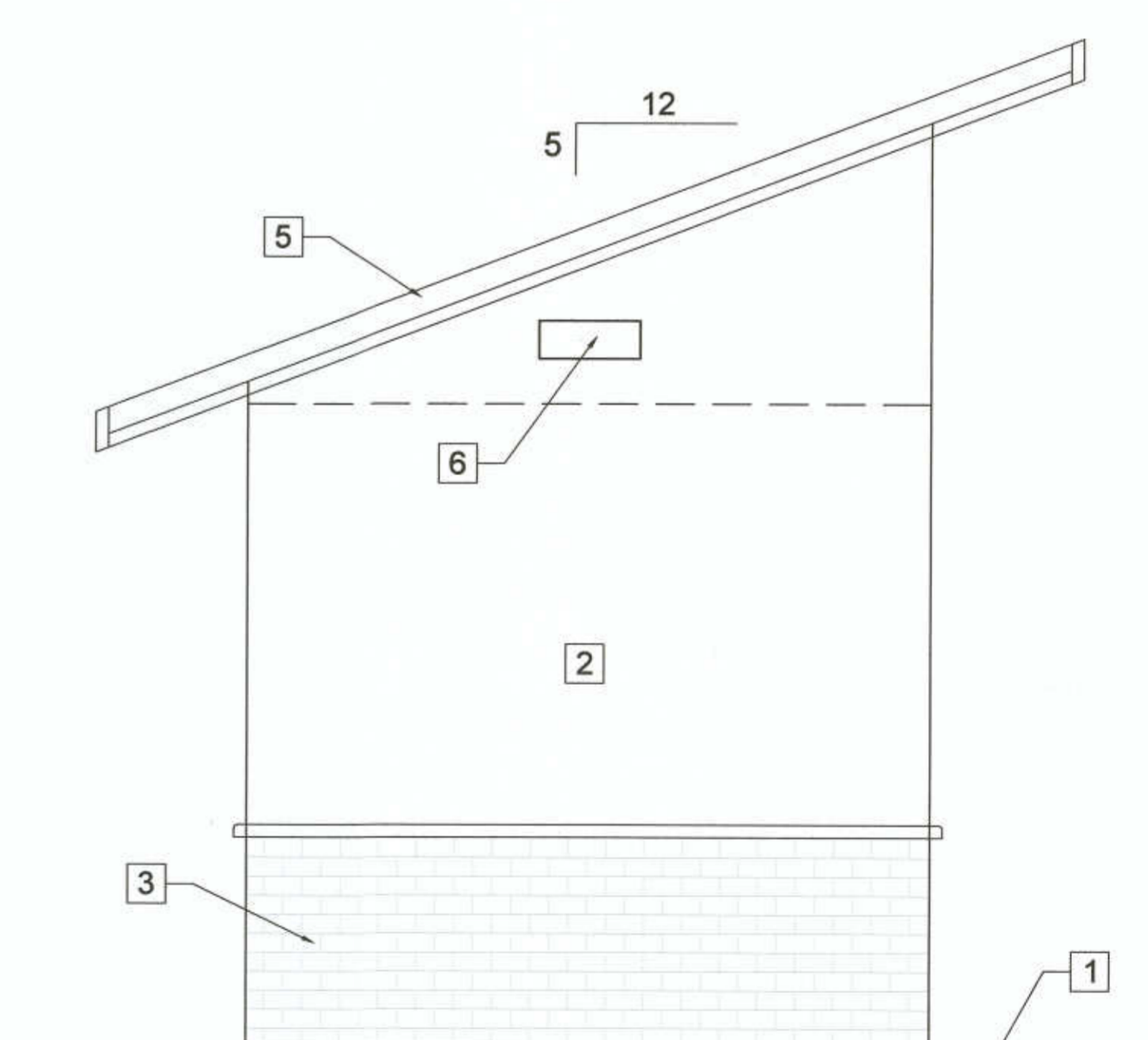
SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
 No. 69121
 EXP 6-30-24
 CIVIL
 STATE OF CALIFORNIA

Carlos Beltran
 CARLOS BELTRAN, P.E.
 DATE: 6/2/23

69121 R.C.E. No.
 06/30/24 REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
 IMPERIAL, CA. 92251
 TEL. (760) 545-0162 FAX (760) 545-0163

COUNTY OF IMPERIAL
 PUBLIC WORKS DEPARTMENT

APPROVED BY THE COUNTY OF IMPERIAL:

John Gay
 JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 DATE: 6/6/23

62028 R.C.E. No.
 09/30/23 REG. EXP.

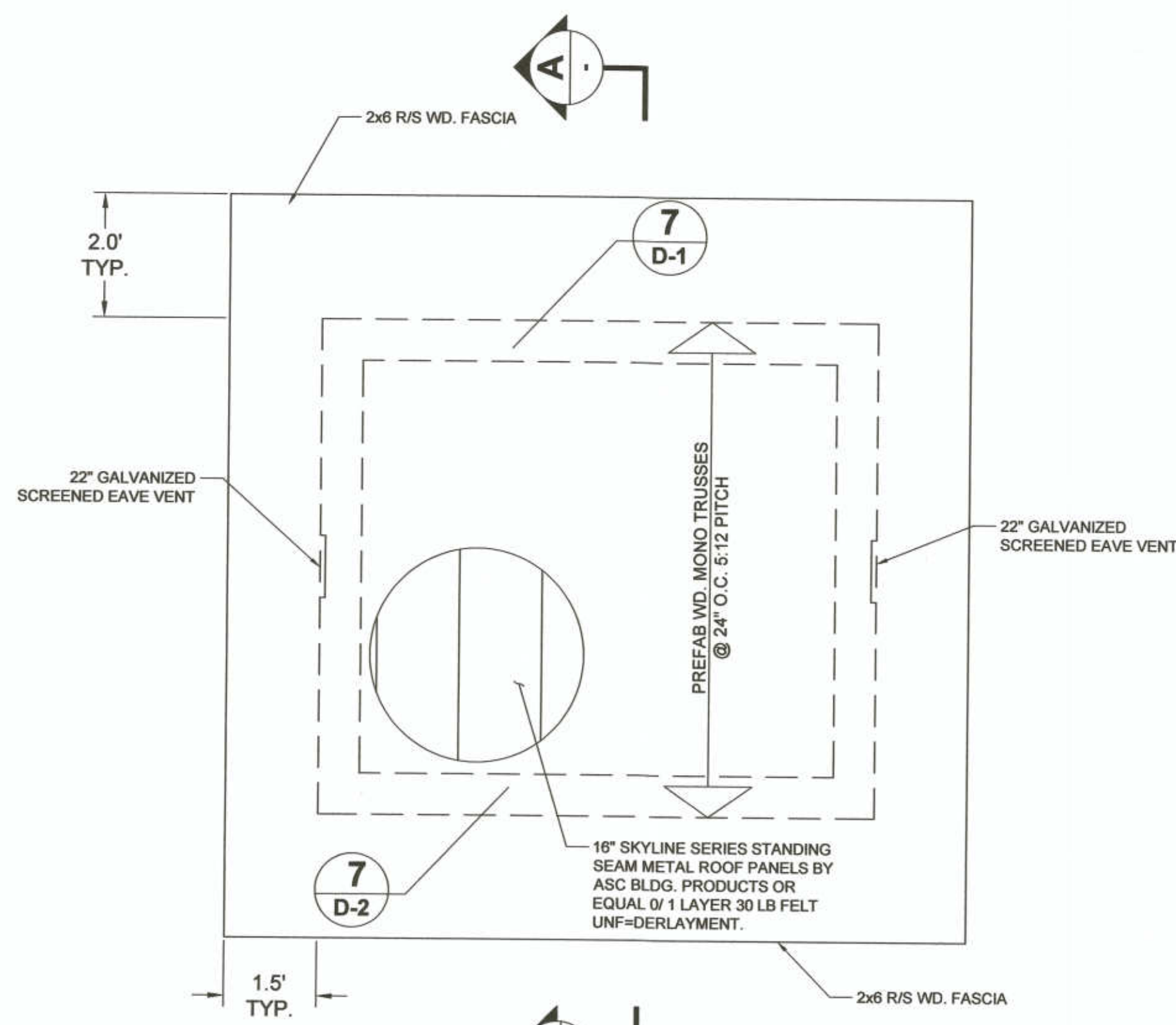
DATE: 6/2/2023
 DRAWN: DB
 SCALE: AS SHOWN
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COMMUNITY AND ECONOMIC DEVELOPMENT

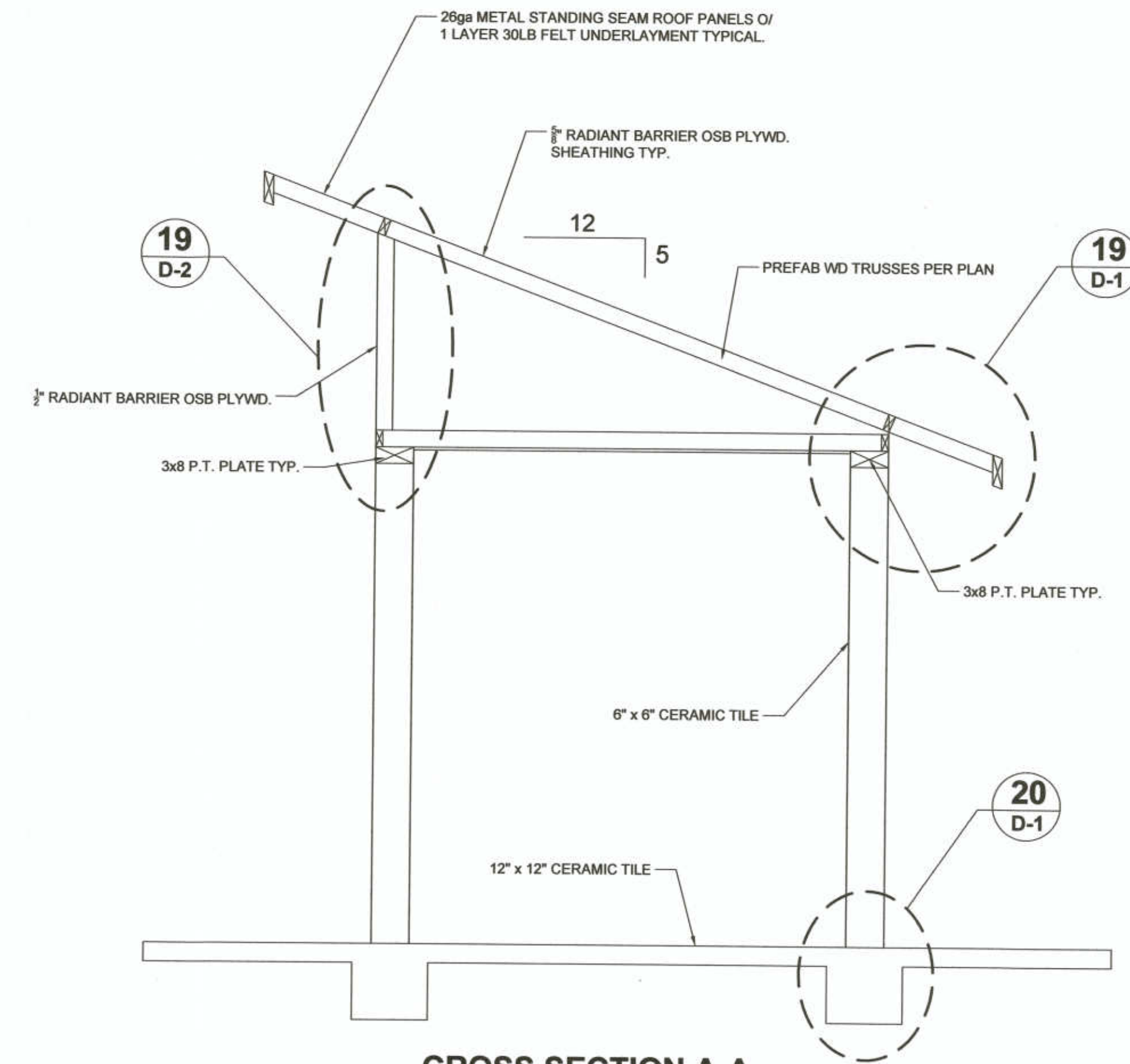
IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM

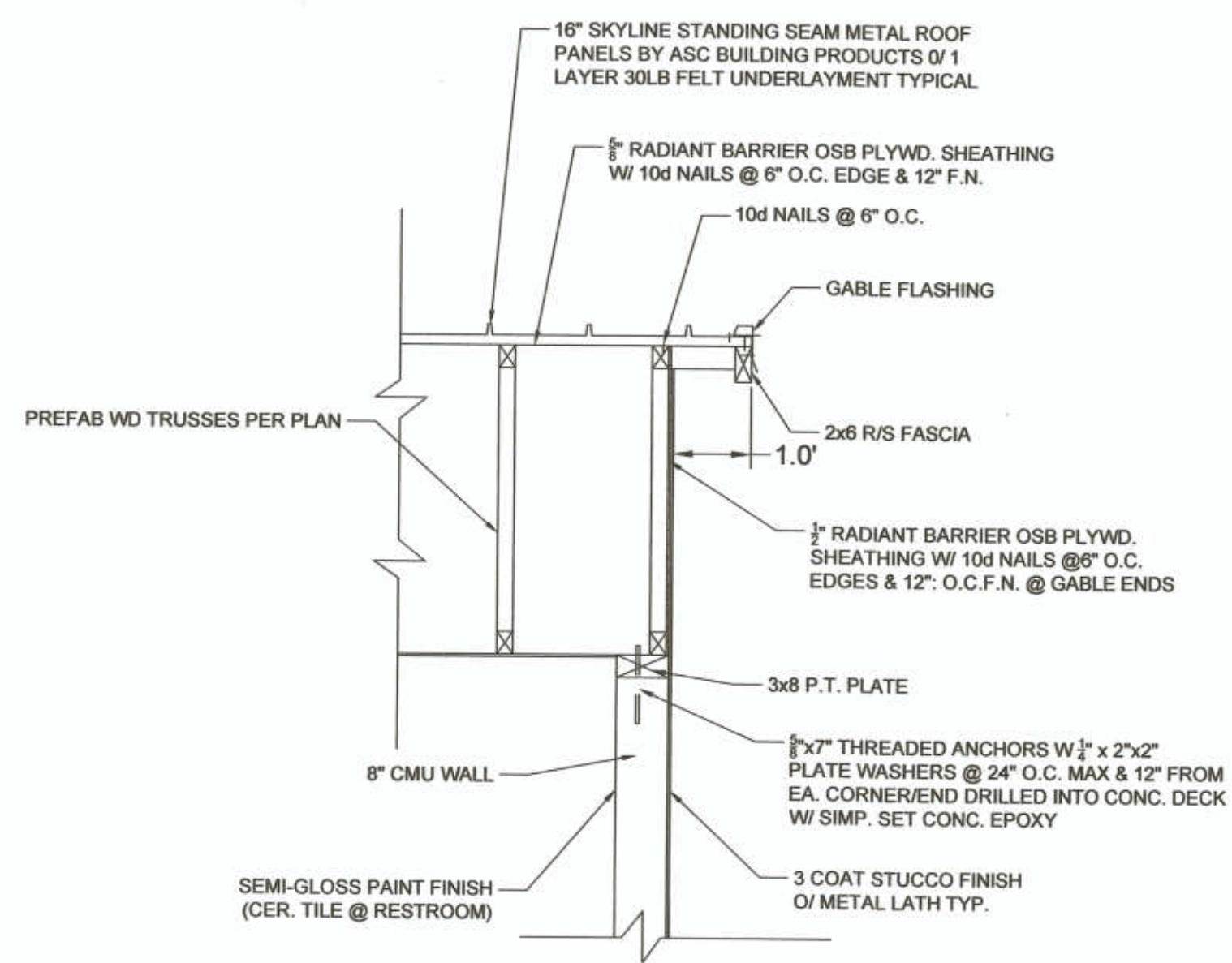
SHEET 20 OF 26



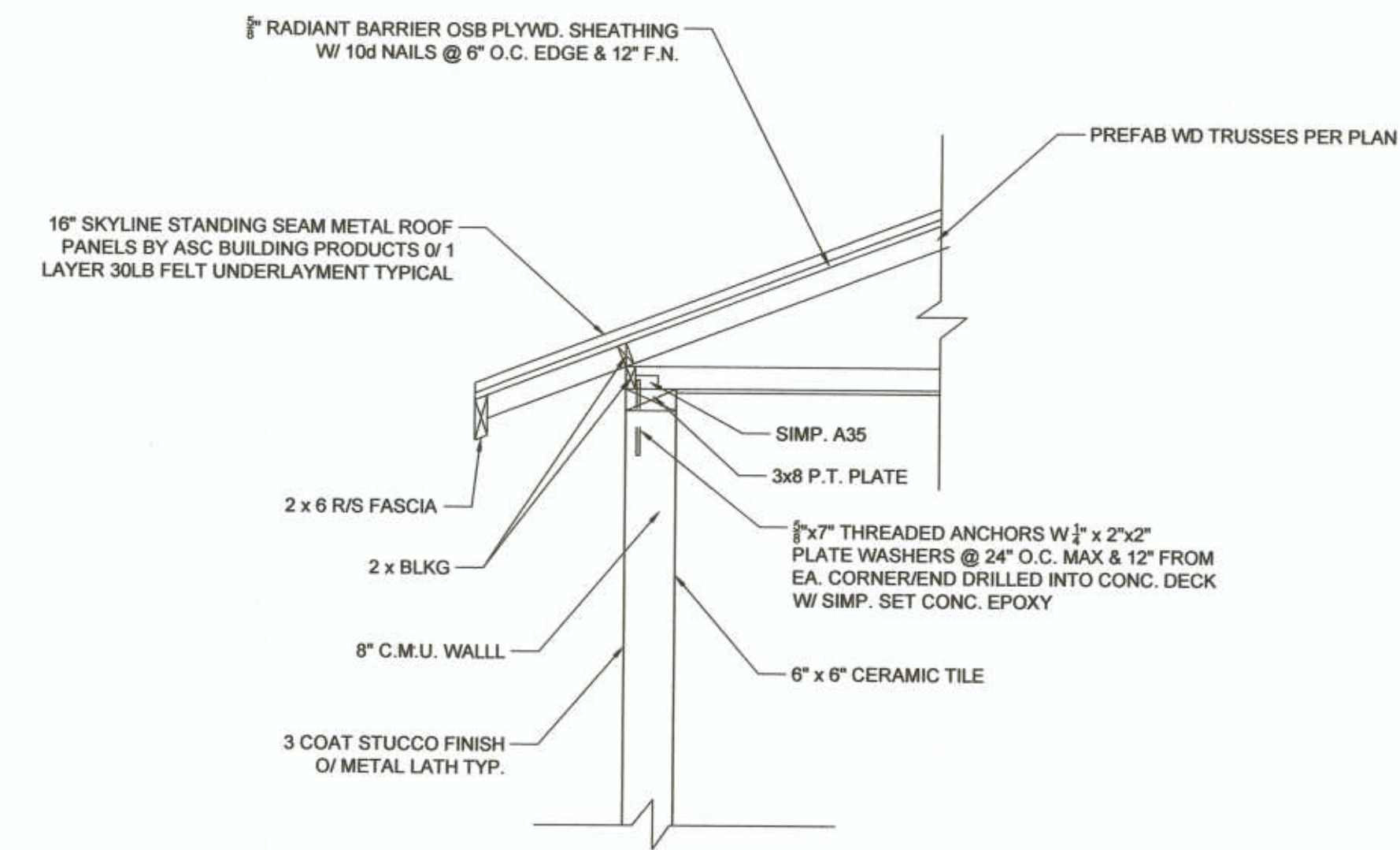
ROOF FRAMING PLAN



CROSS SECTION A-A



EAVE DETAIL 2



EAVE DETAIL 1

GENERAL SPECIFICATIONS

DESIGN BASED ON ADA ACCESSIBILITY GUIDELINES (ADAAG) FOR RAMP AND STEPS SECTIONS 4.8 & 4.9 AND THE INTERNATIONAL BUILDING CODE (IBC) FOR RAMP AND STAIRWAYS - SECTIONS 1009-1010 AND ADA STANDARDS

MATERIALS

1. ALL RAMP SECTIONS, PLATFORMS, STEPS, LEGS, AND GUARDRAILS ARE CONSTRUCTED OF MILL FINISH ALUMINUM EXTRUSIONS AND MILL FINISH ALUMINUM SHEET, EXTRUSIONS ARE EITHER 6061-T6, 6063-T52, OR 6005-T5 ALUMINUM ALLOY AND ALL ALUMINUM SHEET IS 5052-H32.
2. WELDED ASSEMBLIES ARE FABRICATED IN ACCORDANCE WITH ANSI WELDING STANDARD AWS D1.2/D1.2M-2013 - STRUCTURAL WELDING CODE FOR ALUMINUM.
3. ALL MECHANICAL FASTENERS ARE 18-8 STAINLESS STEEL.

ENGINEERING

1. THE RAMP, STEP, AND PLATFORM SYSTEM IS DESIGNED TO BE A RIGID, FREE STANDING STRUCTURE. ALL FOOTPLATES SHOULD BE FASTENED SECURELY TO A CONCRETE SURFACE OR 12" MINIMUM DIAMETER FOOTINGS IN ORDER TO ACHIEVE FULL STRUCTURAL INTEGRITY. FOOTING DEPTH WILL DEPEND ON LOCAL BUILDING CODE. FASTENING ALL PLATFORMS ADJACENT TO THE BUILDING OR MODULAR BUILDING WITH LAG SCREWS IS HIGHLY RECOMMENDED.
2. ALL WALKING SURFACES ARE DESIGNED TO CARRY A UNIFORM LIVE LOAD OF 100 POUNDS PER SQUARE FOOT AND A CONCENTRATED LOAD OF 300 POUNDS IN AN AREA OF ONE SQUARE FOOT.
3. ALL RAMP AND STEP HANDRAILS, AND RAMP, PLATFORM, AND STEP GUARDRAILS ARE DESIGNED TO WITHSTAND A CONCENTRATED LOAD OF 200 POUNDS IN ANY DIRECTION ON THE TOP OF THE RAIL.
4. ALL BALUSTERS ARE DESIGNED TO WITHSTAND A LOAD OF 50 POUNDS IN THE HORIZONTAL DIRECTION APPLIED IN AN AREA OF ONE SQUARE FOOT.
5. ALL PLATFORM WALKING SURFACES ARE DESIGNED TO HAVE A COEFFICIENT OF FRICTION NO LESS THAN 0.50 IN ALL DIRECTIONS OF TRAVEL. ALL RAMP AND STEP WALKING SURFACES ARE DESIGNED TO HAVE A COEFFICIENT OF FRICTION NO LESS THAN 0.50 IN THE NORMAL DIRECTION OF TRAVEL.

DIMENSION CODE COMPLIANCE

1. ALL RAMP SECTIONS ARE DESIGNED TO ALLOW A MAXIMUM SLOPE OF 1:12 OR 1" OF RISE FOR EVERY 12" OF RUN.
2. RAMP LAYOUT DRAWINGS PROVIDED DO NOT ALLOW FOR ANY RAMP TO TRAVEL A DISTANCE OF 30 FEET (30' VERTICALLY) WITHOUT INCLUDING A RESTING PLATFORM. ALL RAMP, STEPS, AND PLATFORMS SHOULD BE INSTALLED ACCORDING TO THE SUPPLIED DRAWINGS.
3. ALL RAMP SECTIONS AND STAIRS ARE DESIGNED TO ALLOW A CLEARANCE OF 48" BETWEEN HANDRAILS.
4. ALL PLATFORMS ARE DESIGNED TO BE WIDER THAN THE RAMP SECTION OR STEP LEADING UP TO THEM AND AT LEAST 60" LONG IN THE DIRECTION OF THE TRAVEL.
5. ALL PLATFORMS ARE DESIGNED TO ALLOW AT LEAST A 60" DIAMETER AREA OF CLEARANCE FREE OF OBSTRUCTIONS.
6. ALL GUARDRAILS WILL NOT ALLOW A 4" DIAMETER SPHERE TO PASS THROUGH IN ANY AREA.
7. RAMP AND PLATFORM GUARDRAILS ARE ALL DESIGNED TO BE 42" HIGH MEASURED VERTICALLY FROM THE WALKING SURFACE TO THE TOP OF THE RAIL. STEPS OVER 30" HIGH ARE ALSO DESIGNED TO HAVE A 42" GUARDRAIL MEASURED FROM THE TOP OF THE STEP NOSING TO THE TOP OF THE RAIL.
8. GUARDRAILS AND HANDRAILS ARE PROVIDED ON BOTH SIDES OF ALL RAMP AND STEPS.
9. ALL RAMP AND STEP HANDRAILS ARE DESIGNED TO BE CONTINUOUS ALONG RAMP RUNS AND IN BETWEEN THE INSIDE CORNER OF 90° AND 180° TURNS IN RAMP DIRECTIONS. HANDRAILS ARE NOT INTERRUPTED BY POSTS OR OTHER OBSTRUCTIONS.
10. ALL HANDRAILS HAVE A CLEARANCE OF 2-1/4" BETWEEN THE HANDRAIL AND POST. HANDRAILS ARE CONSTRUCTED OF 1-1/4" SCH 40 PIPE WITH AN OUTSIDE DIAMETER OF 1.66"
11. RAMP HANDRAILS ARE DESIGNED TO BE 36" HIGH MEASURED VERTICALLY FROM THE WALKING SURFACE TO THE TOP OF THE RAIL. RAMP HANDRAILS EXTEND 12" PAST THE END OF THE SLOPE PARALLEL TO THE GROUND SURFACE AND RETURN TO THE CLOSEST RAIL POST OR WALL, IF NEEDED, DUE TO DOOR SWING INTERFERENCE AT THE TOP OF THE RAMP.
12. STEP HANDRAILS ARE DESIGNED TO BE 36" HIGH MEASURED VERTICALLY FROM THE TIP OF THE STEP NOSING TO THE TOP OF THE RAIL. STEP HANDRAILS EXTEND 12" PAST THE TOP STEP NOSING PARALLEL TO THE GROUND SURFACE AND RETURN TO THE CLOSEST RAIL POST OR WALL, IF NEEDED, DUE TO DOOR SWING INTERFERENCE AT THE TOP OF THE STEP. STEP HANDRAILS ALSO EXTEND ONE TREAD WIDTH PAST THE BOTTOM STEP TREAD (11") AND RETURNED TO THE CLOSEST RAIL POST.
13. ALL RAMP SECTIONS ARE DESIGNED TO INCORPORATE A 3-1/4" HIGH CURB ADJACENT TO THE WALKING SURFACE TO THE CLOSEST RAIL POST.
14. ALL STEP TREADS ARE DESIGNED TO HAVE A UNIFORM DEPTH OF 12" WITH A 1" NOSING FOR AN EFFECTIVE RUN OF 11" PER STEP. ALL STEP TREADS ARE ALSO DESIGNED TO HAVE A UNIFORM HEIGHT OF EITHER 6", 6-1/2" OR 7" (WITHIN CODE TOLERANCES) DEPENDING ON THE OVERALL HEIGHT OF THE STEP ASSEMBLY. ALL STEP RISERS ARE CLOSED IN BETWEEN TREADS.
15. ALL STEP NOSINGS HAVE A UNIFORM RADIUS OF 1/4" AND AN UNDERSIDE ANGLE OF 60° FROM THE HORIZONTAL.

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN, P.E.
 No. 69121 R.C.E. No. 69121
 EXP 6-30-24
 DATE 6/6/23
 REG. EXP. 06/30/24

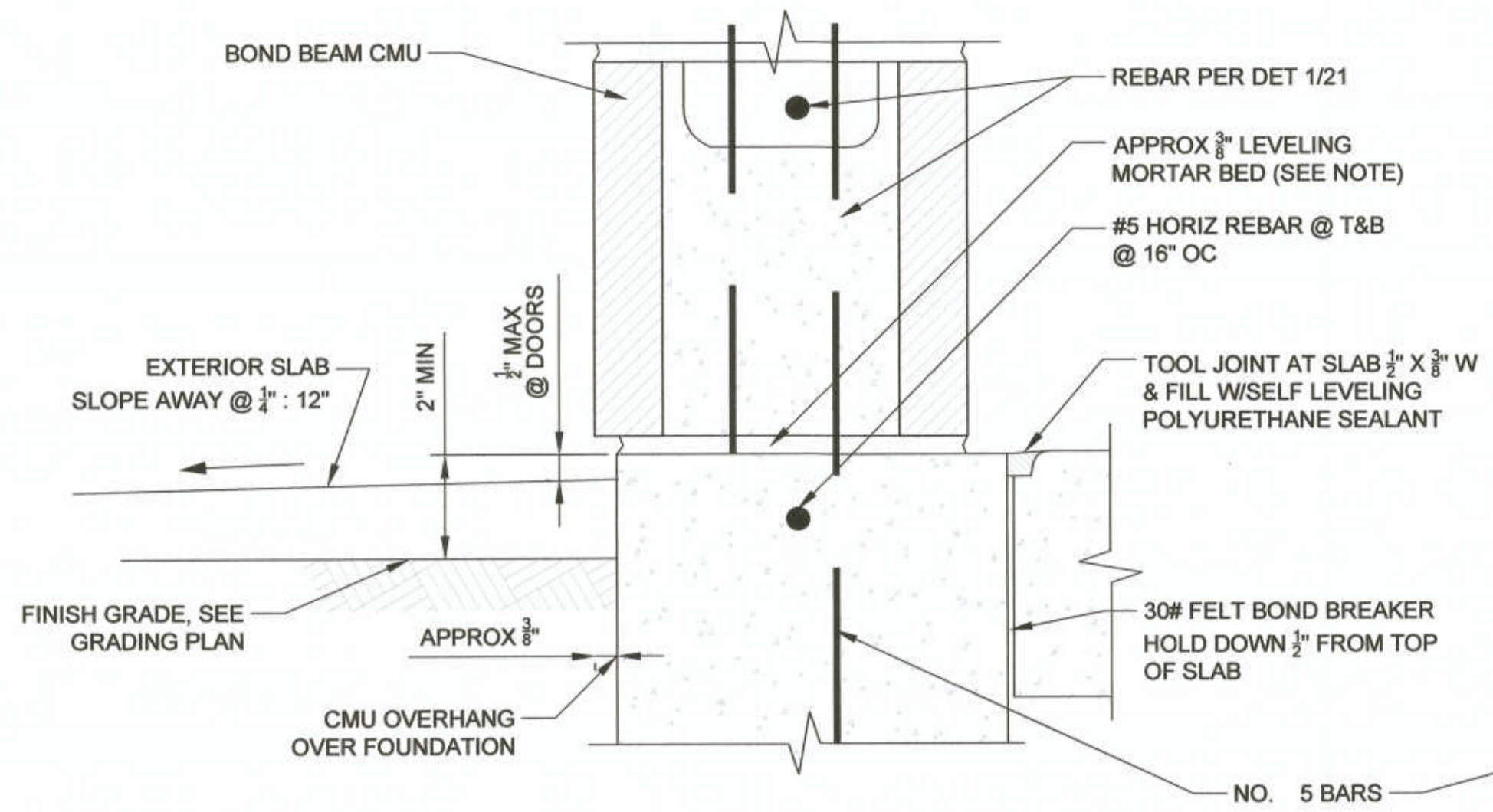
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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

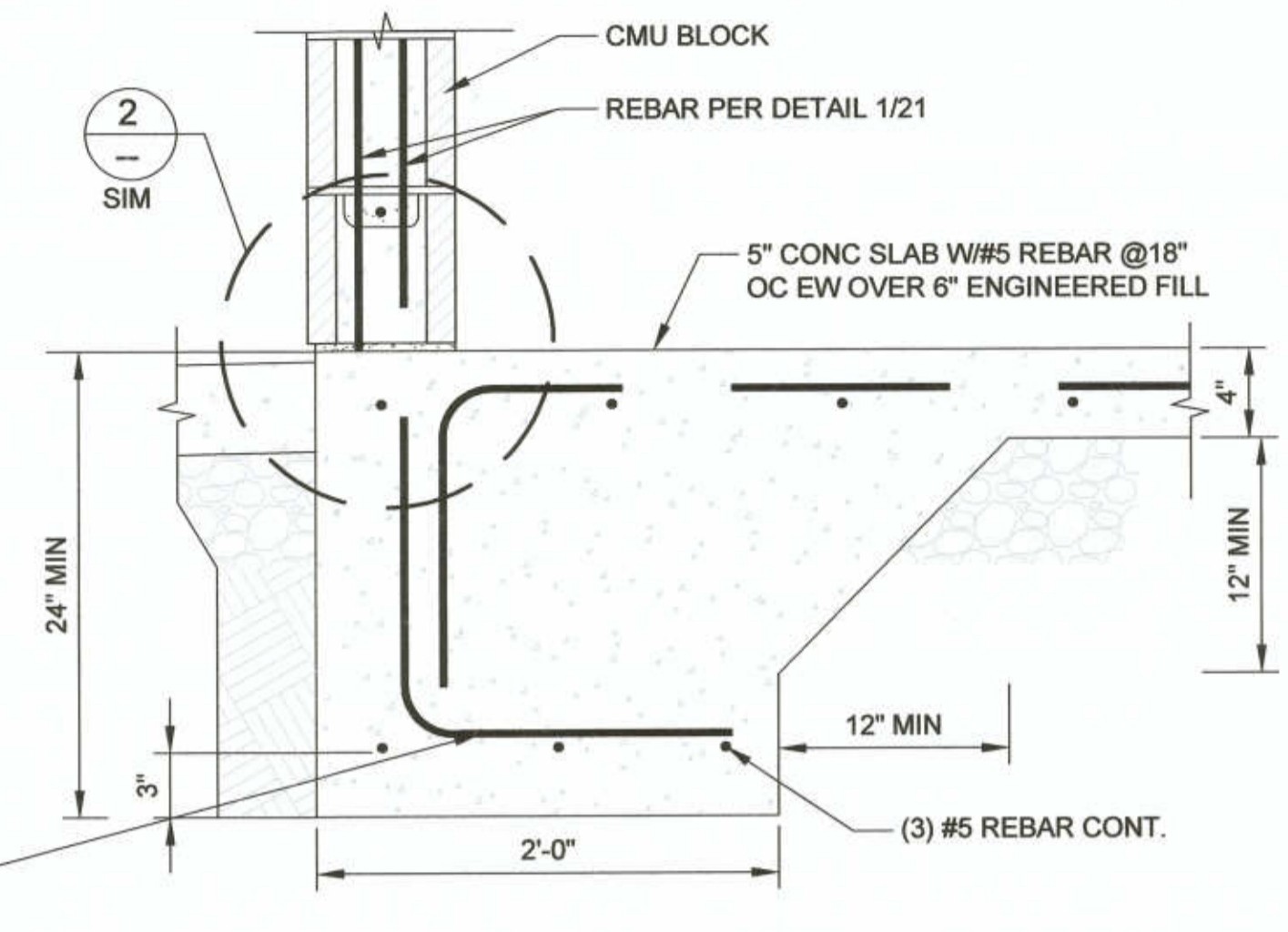
APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY, P.E.
 No. 62028 R.C.E. No. 62028
 EXP 9-30-23
 DATE 6/6/23
 REG. EXP. 09/30/23

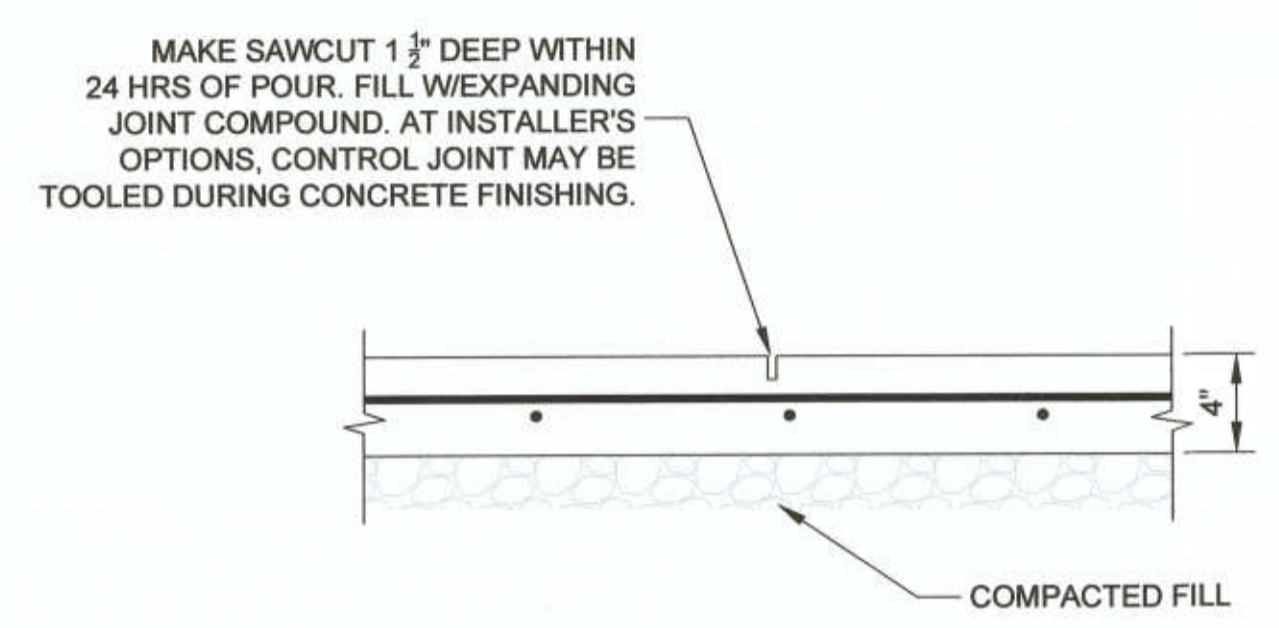
DATE 6/2/2023	COMMUNITY AND ECONOMIC DEVELOPMENT	RESTROOM
DRAWN DB		
SCALE AS SHOWN	IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 21 OF 26
CHECKED CB		



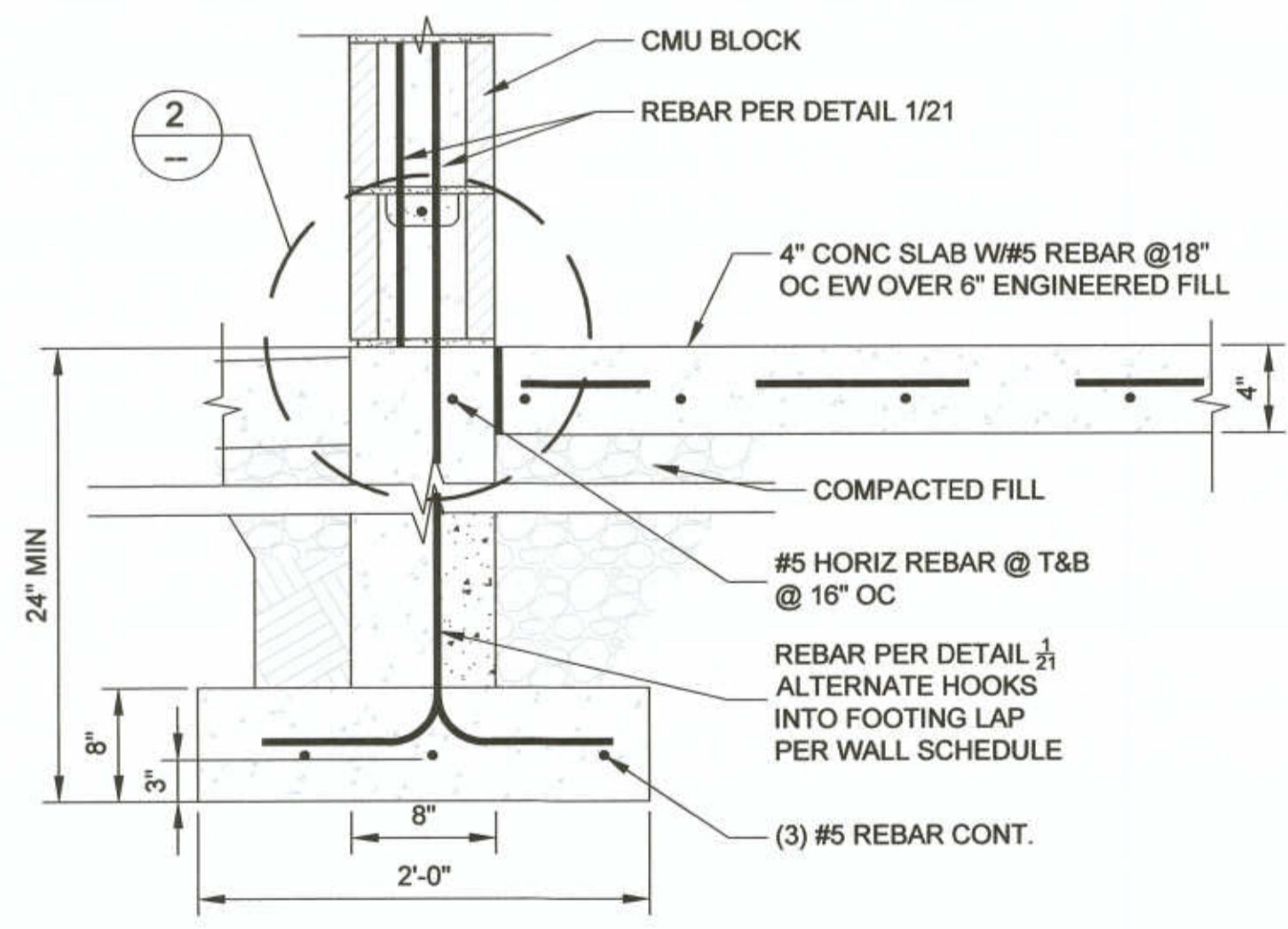
2 WALL-SLAB CONNECTION



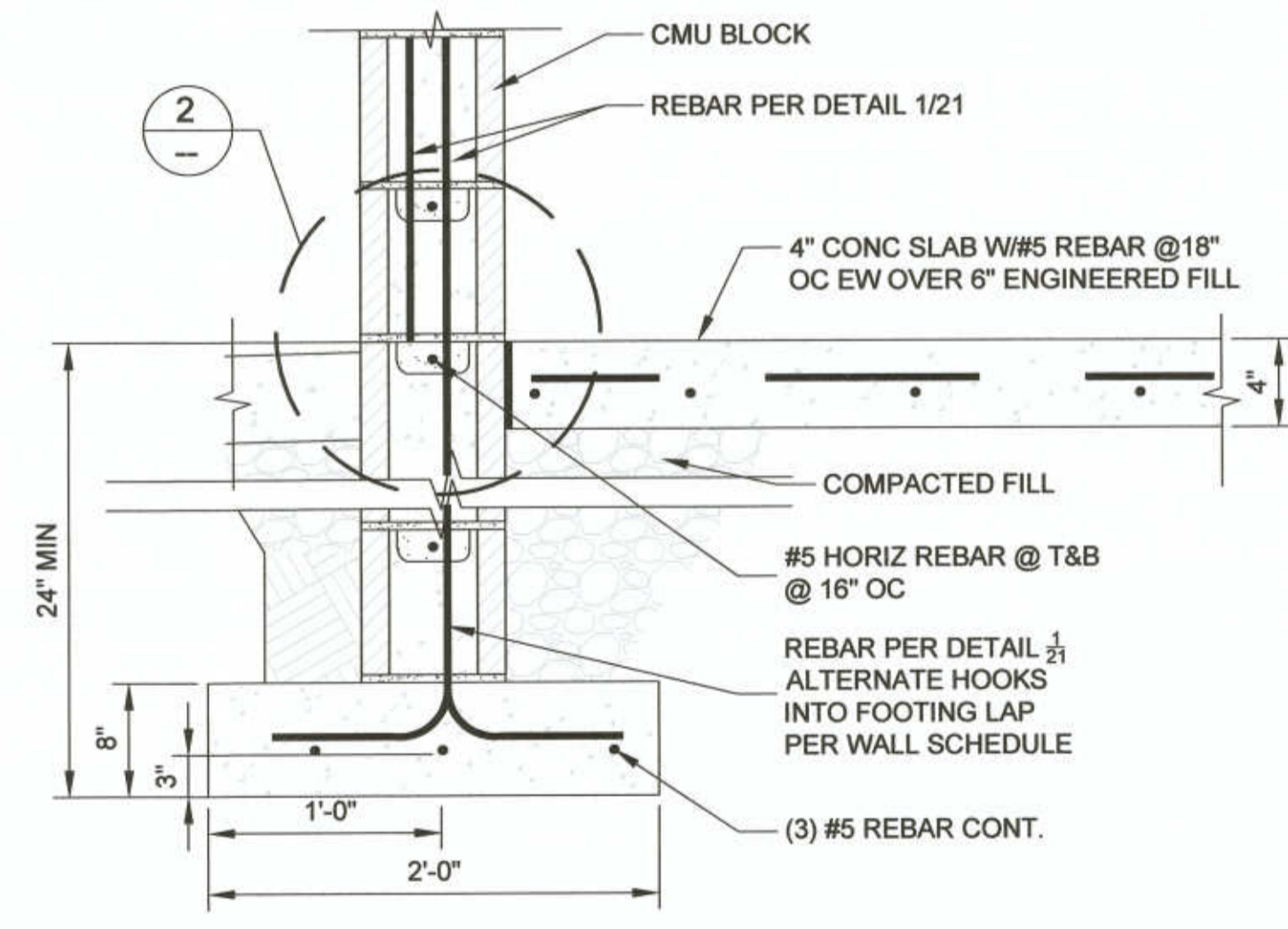
MONOLITHIC SLAP OPTION



3 SAWCUT JOINT



CONCRETE STEM WALL FOOTING OPTION



CMU STEM WALL OPTION

CODES AND STANDARDS

- 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 PART 2
- 2016 CALIFORNIA ELECTRICAL CODE, TITLE 24 PART 3
- 2016 CALIFORNIA MECHANICAL CODE, TITLE 24 PART 4
- 2016 CALIFORNIA PLUMBING CODE, TITLE 24 PART 5
- 2016 CALIFORNIA BUILDING ENERGY CODE, TITLE 24 PART 6
- 2016 CALIFORNIA FIRE CODE, TITLE 24 PART 9
- 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
- ACI AMERICAN CONCRETE INSTITUTE, ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
- ACI AMERICAN CONCRETE INSTITUTE, ACI 530, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"
- AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "STEEL CONSTRUCTION MANUAL, 13TH EDITION"
- 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

CODE SUMMARY:

OCCUPANCY TYPE: U - UTILITY AND MISCELLANEOUS
 CONSTRUCTION: MASONRY
 AREA ALLOWABLE: 51.11 SQ FT
 HEIGHT: 1 STORY
 HEIGHT ALLOWABLE: N/A
 OCCUPANT LOAD: 1

1 FOUNDATION DETAIL

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
 No. 09121
 EXP 6-30-24
 CIVIL
 STATE OF CALIFORNIA

CB
CARLOS BELTRAN, P.E.
 DATE: 6/6/23

69121
 R.C.E. No.
 06/30/24
 REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
 2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
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PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL

APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY
 No. 82028
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John Gay
JOHN GAY, P.E.
 PUBLIC WORKS DIRECTOR
 DATE: 6/6/23

62028
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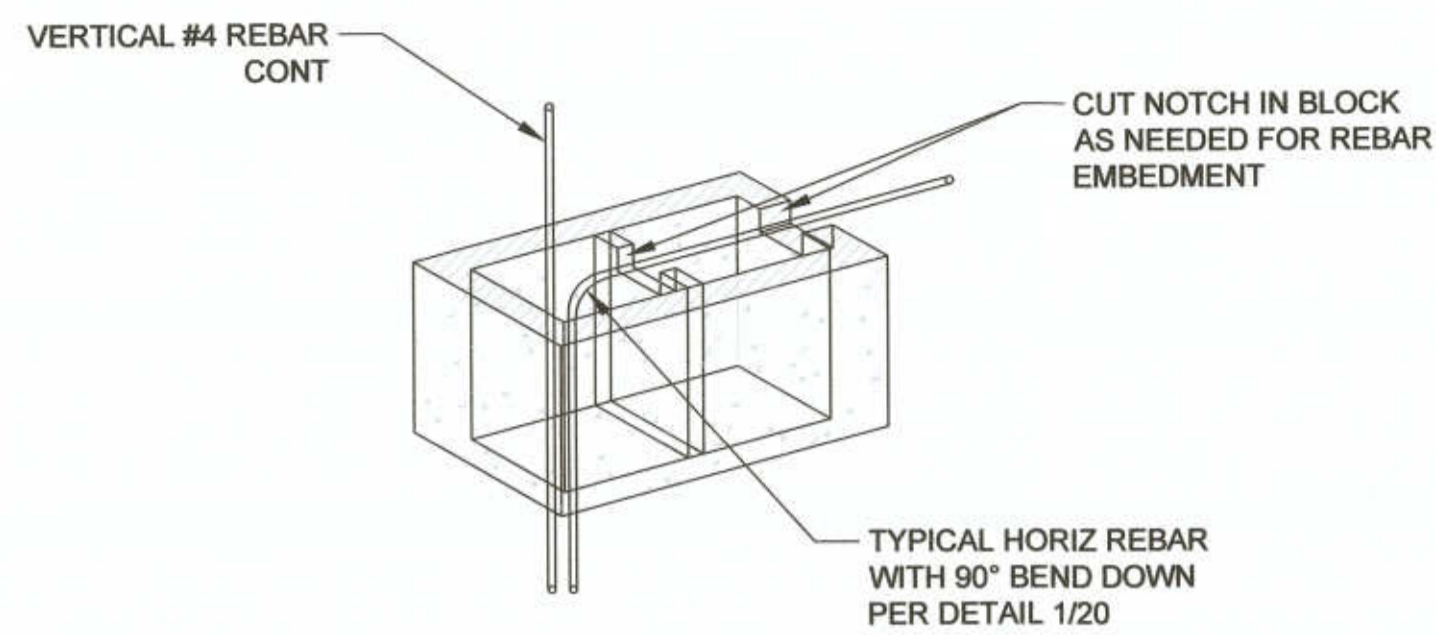
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COMMUNITY AND ECONOMIC DEVELOPMENT

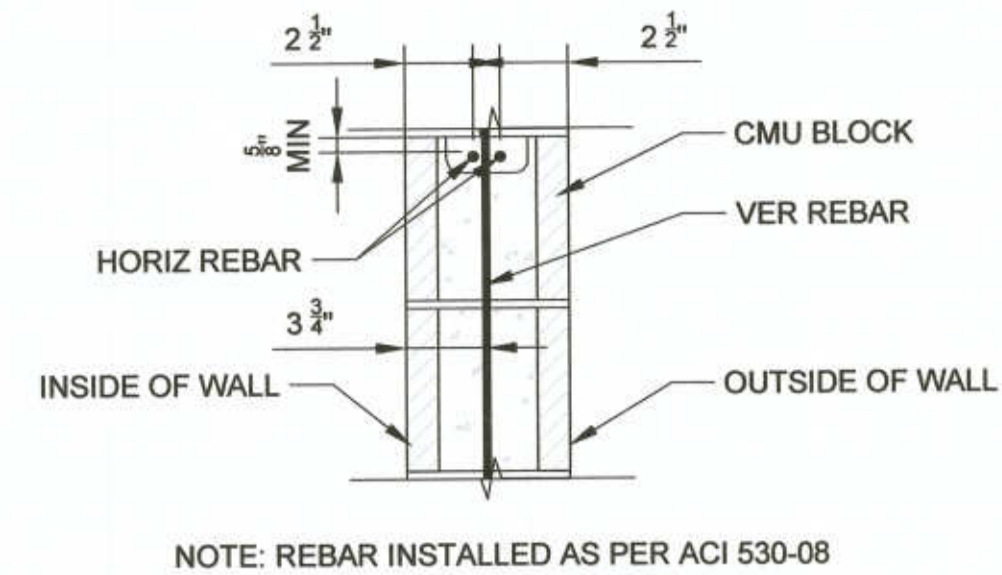
IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM FOUNDATION DETAILS

SHEET 22 OF 26

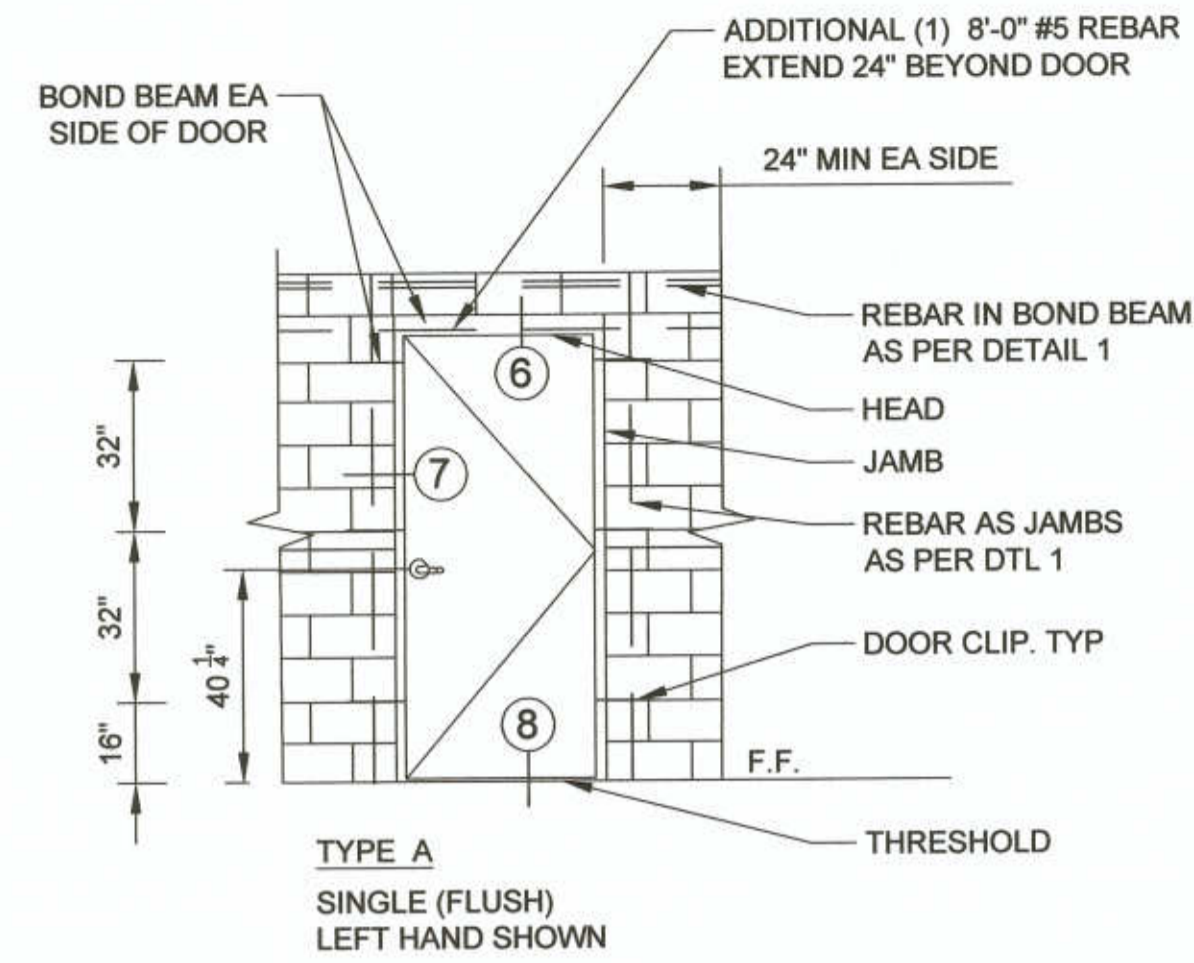


3 MORTAR JOINT CMU WALL END DETAIL

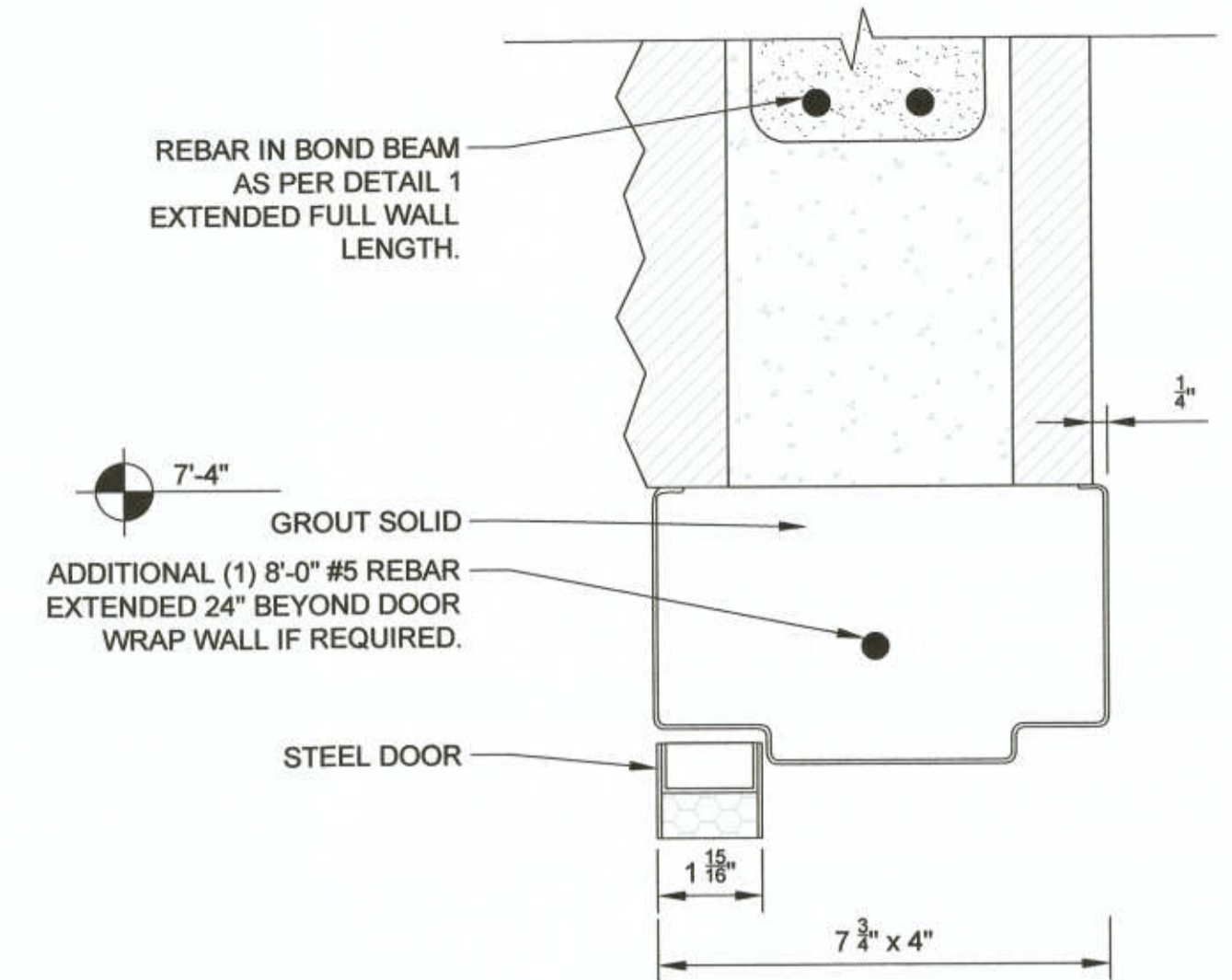


4 REBAR PLACEMENT

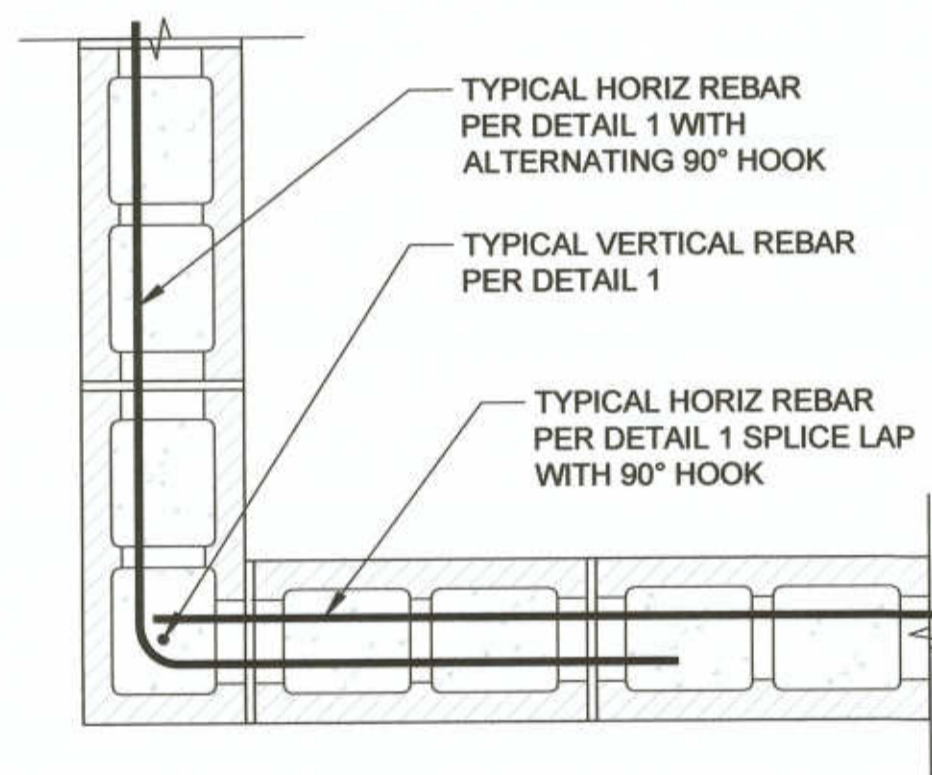
NOTE: REBAR INSTALLED AS PER ACI 530-08



5 DOOR DETAIL



6 HEADER DETAIL



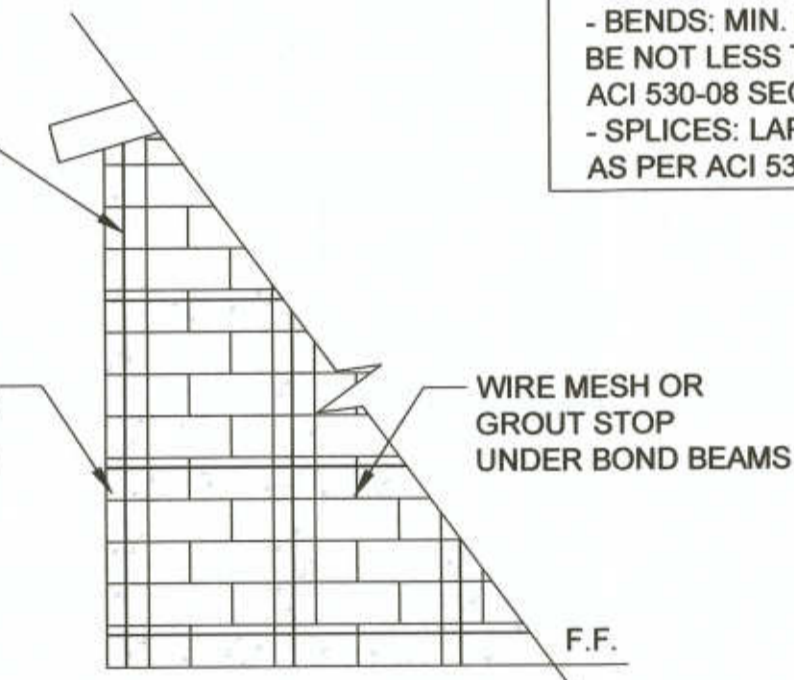
2 MORTAR JOINT CMU CORNER DETAIL

CMU REBAR SCHEDULE		
REBAR	MIN LAP	BEND RAD
#4	24"	3" MIN.
#5	30"	3 1/2" MIN.

VERTICAL #4 REBAR @ 32" OC
 HORIZONTAL #4 REBAR @ 32" OC
 # REBAR ALL SIDES OF OPENINGS
 (2) # 4 REBAR ABOVE & BELOW MAJOR OPENINGS
 (2) #4 REBAR @ TOP COURSE

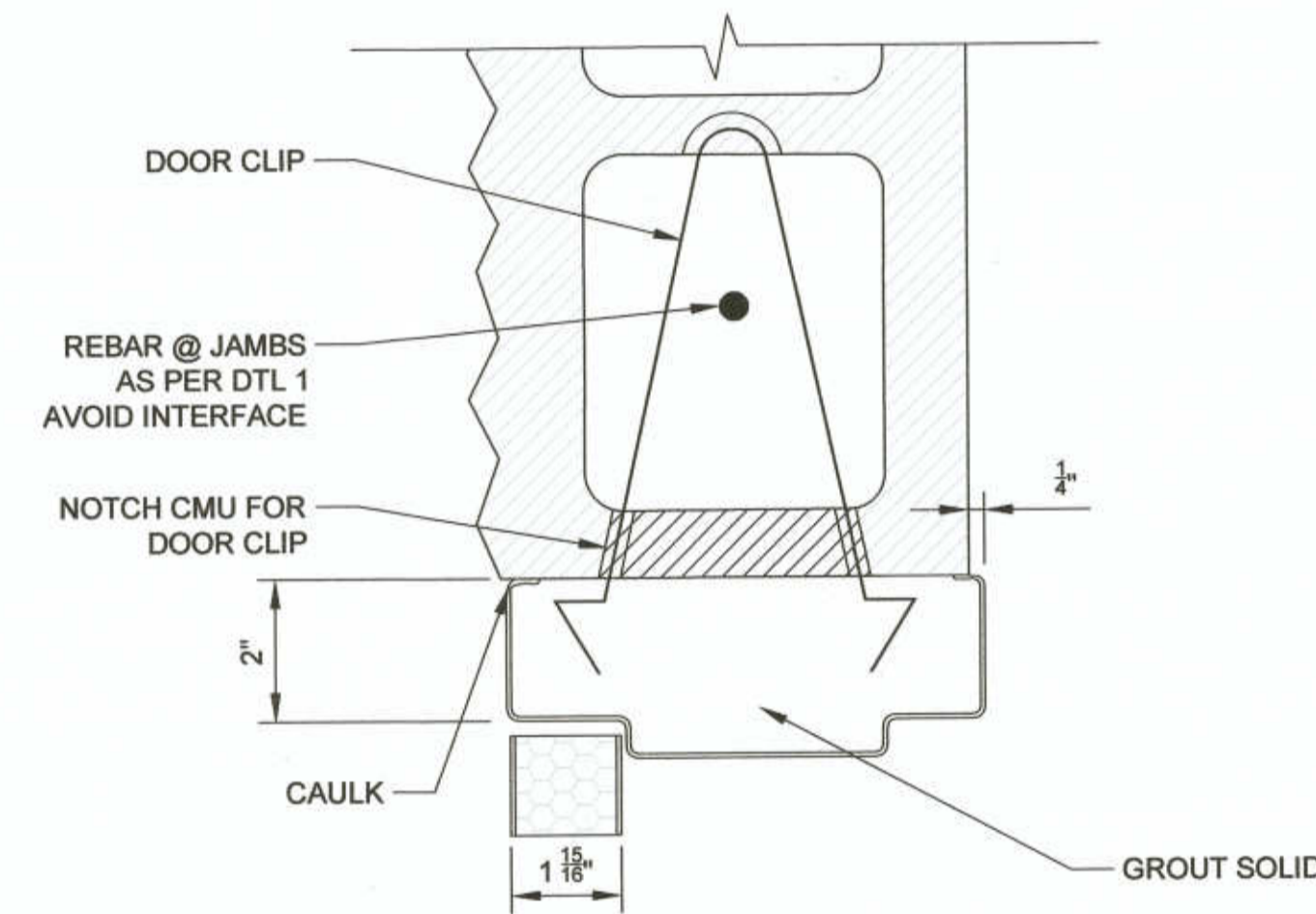
FULLY GROUT ALL CELLS WITH REBAR, MORTAR ALL CROSS WEBS ADJACENT TO GROUTED CELLS

NOTE: HORIZONTAL REBAR TO HOOK VERTICAL REINFORCEMENT WITH STANDARD HOOK AT ALL CORNERS AND OPENING LOCATIONS.

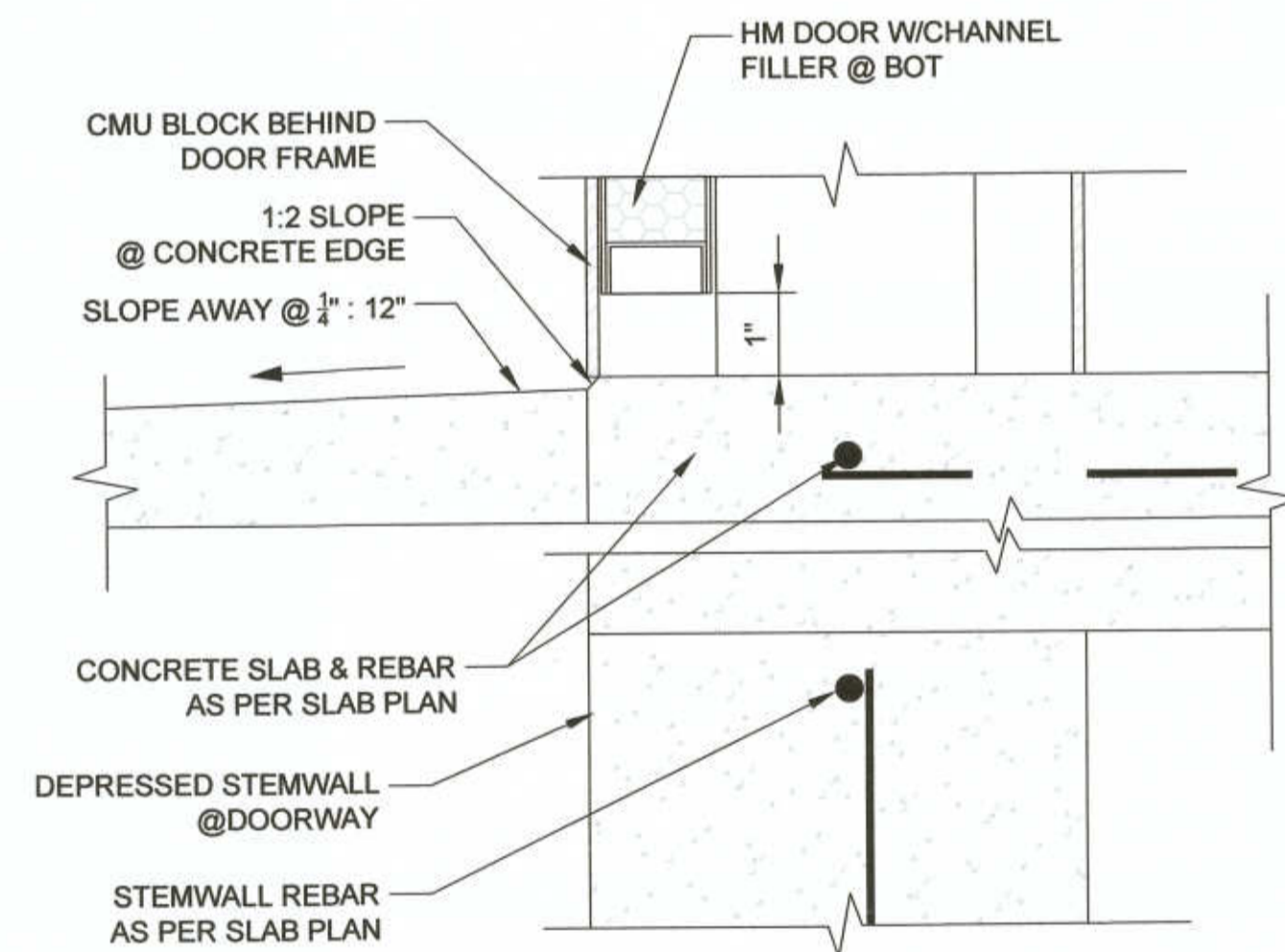


1 CMU REBAR LAYOUT DTL

CMU REBAR NOTES:
 - HOOKS : 180° HOOKS PLUS A MIN 4d EXTENSIONS BUT NO LESS THAN 2 1/2" AS PER ACI 530-08 SECTION 1.15.5
 - BENDS: MIN. INSIDE BEND RADIUS SHALL BE NOT LESS THAN 6d AS PER ACI 530-08 SECTION 1.15.6
 - SPLICES: LAP SPLICES ARE PERMITTED AS PER ACI 530-08 SECTION 2.19.7



7 JAMB DETAIL



8 THRESHOLD DETAIL

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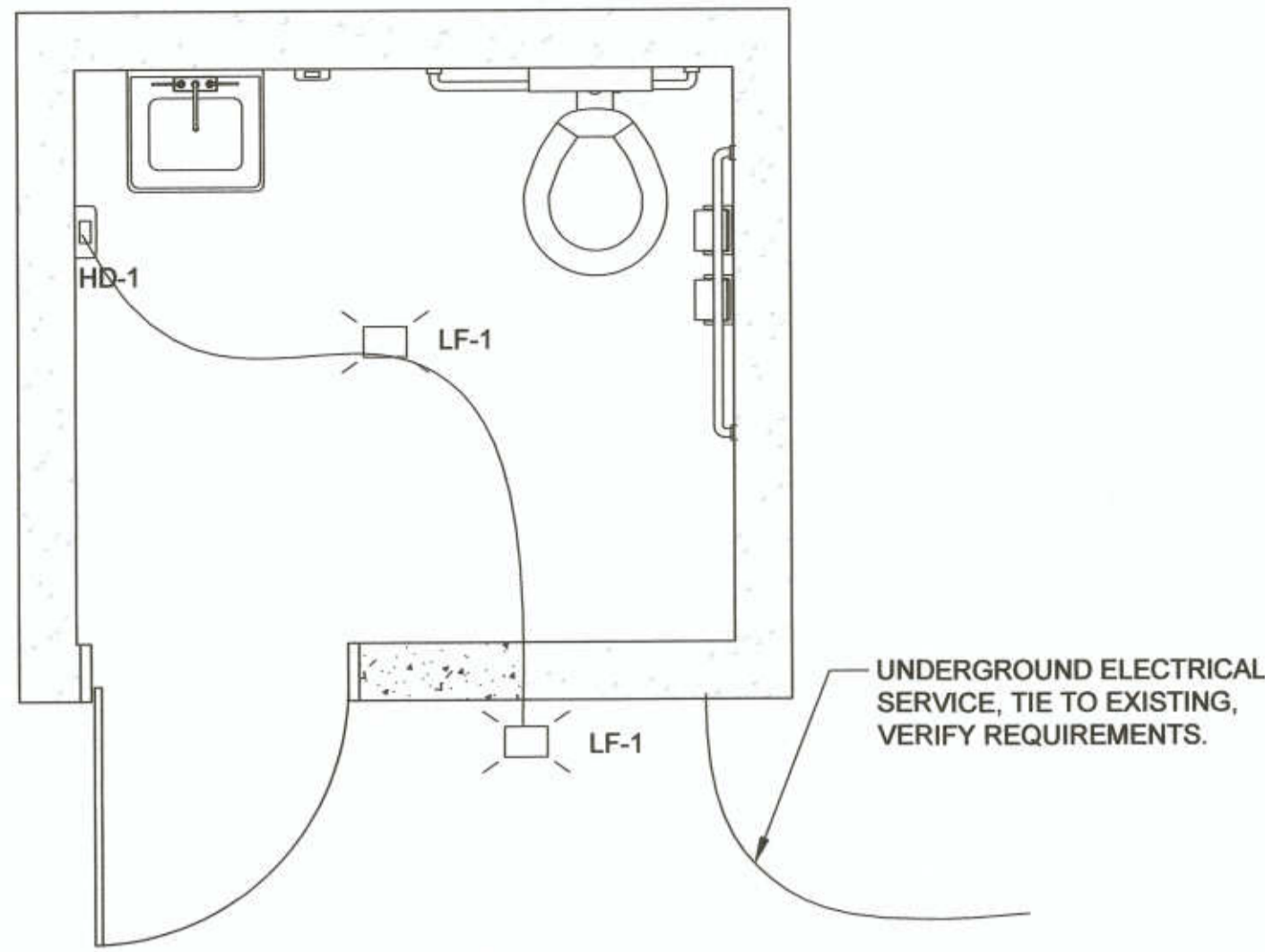
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM FOUNDATION DETAILS

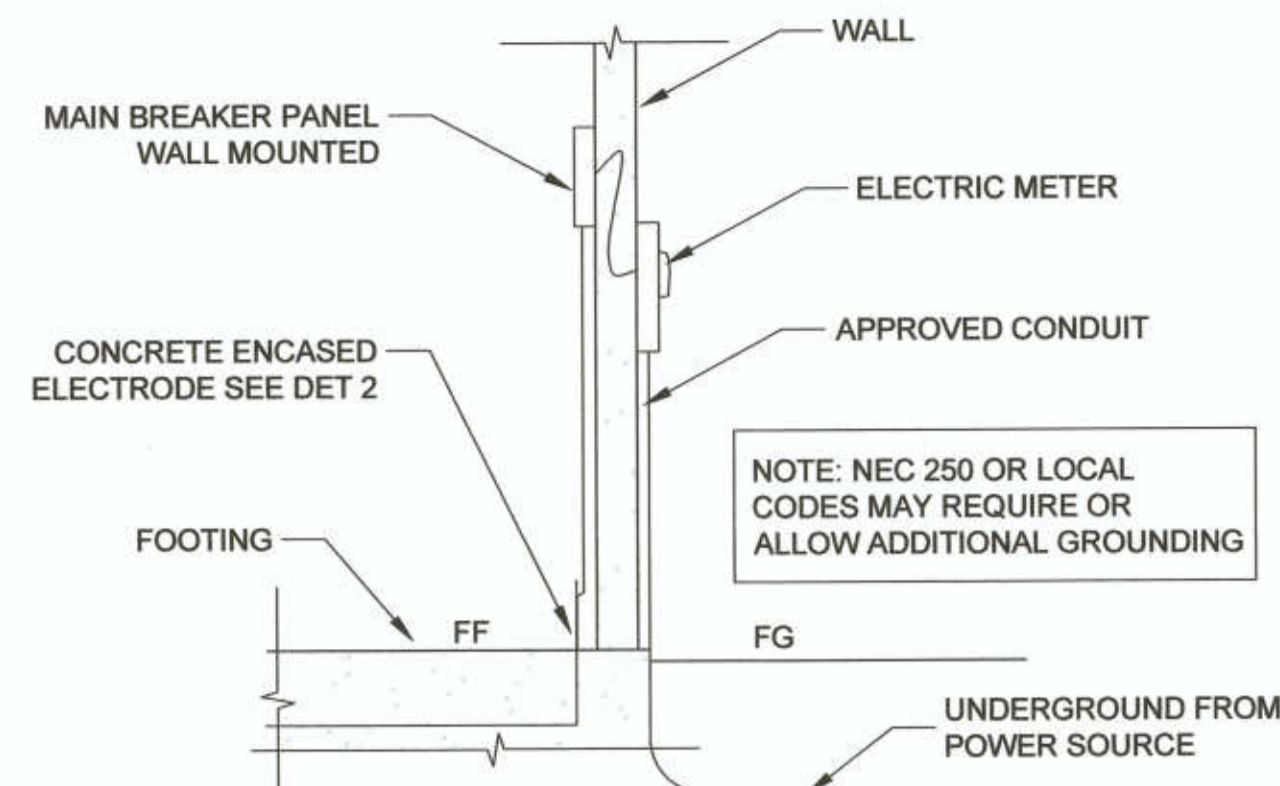
SHEET 23 OF 26



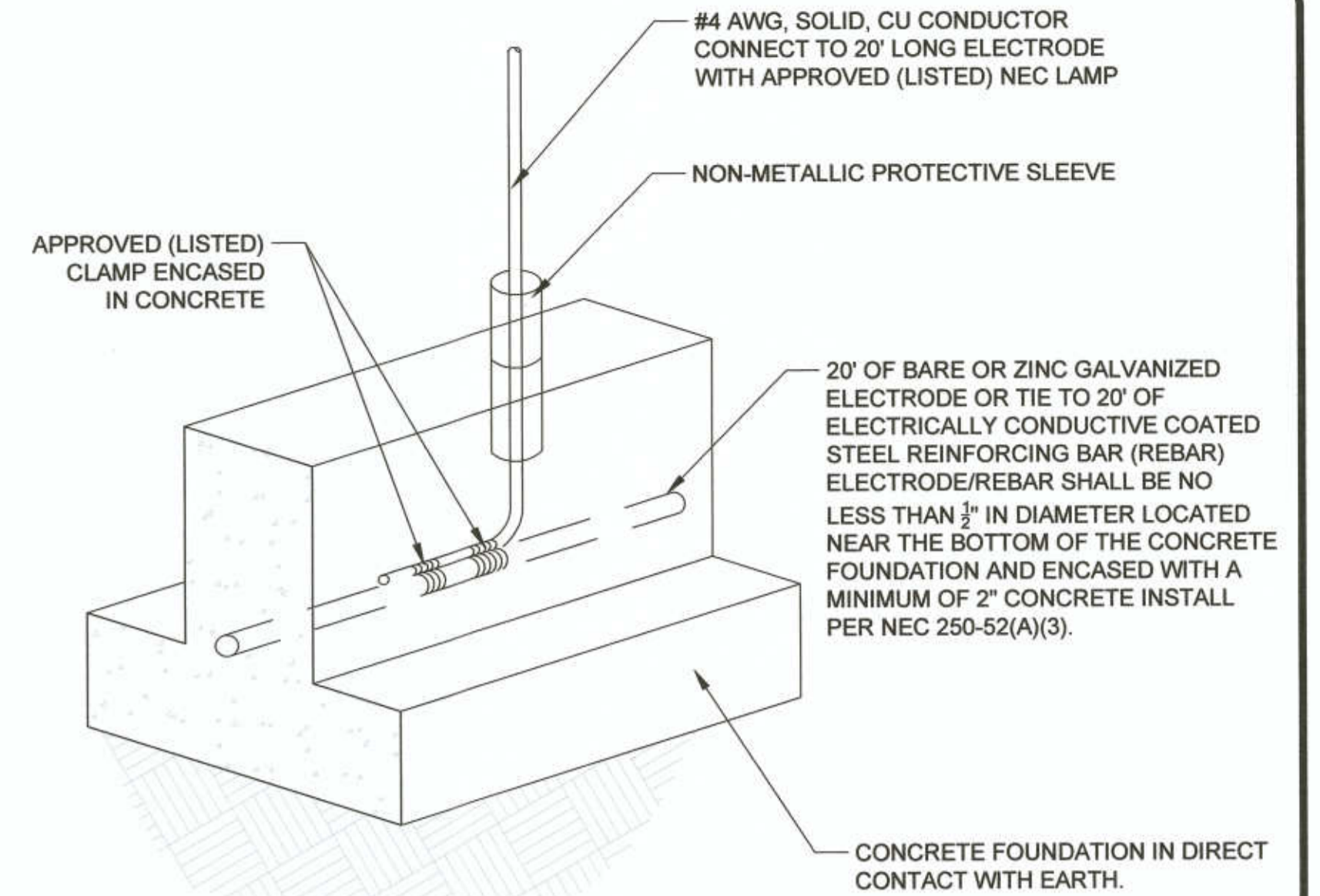
1 ELECTRICAL PLAN

GENERAL ELECTRICAL NOTES.

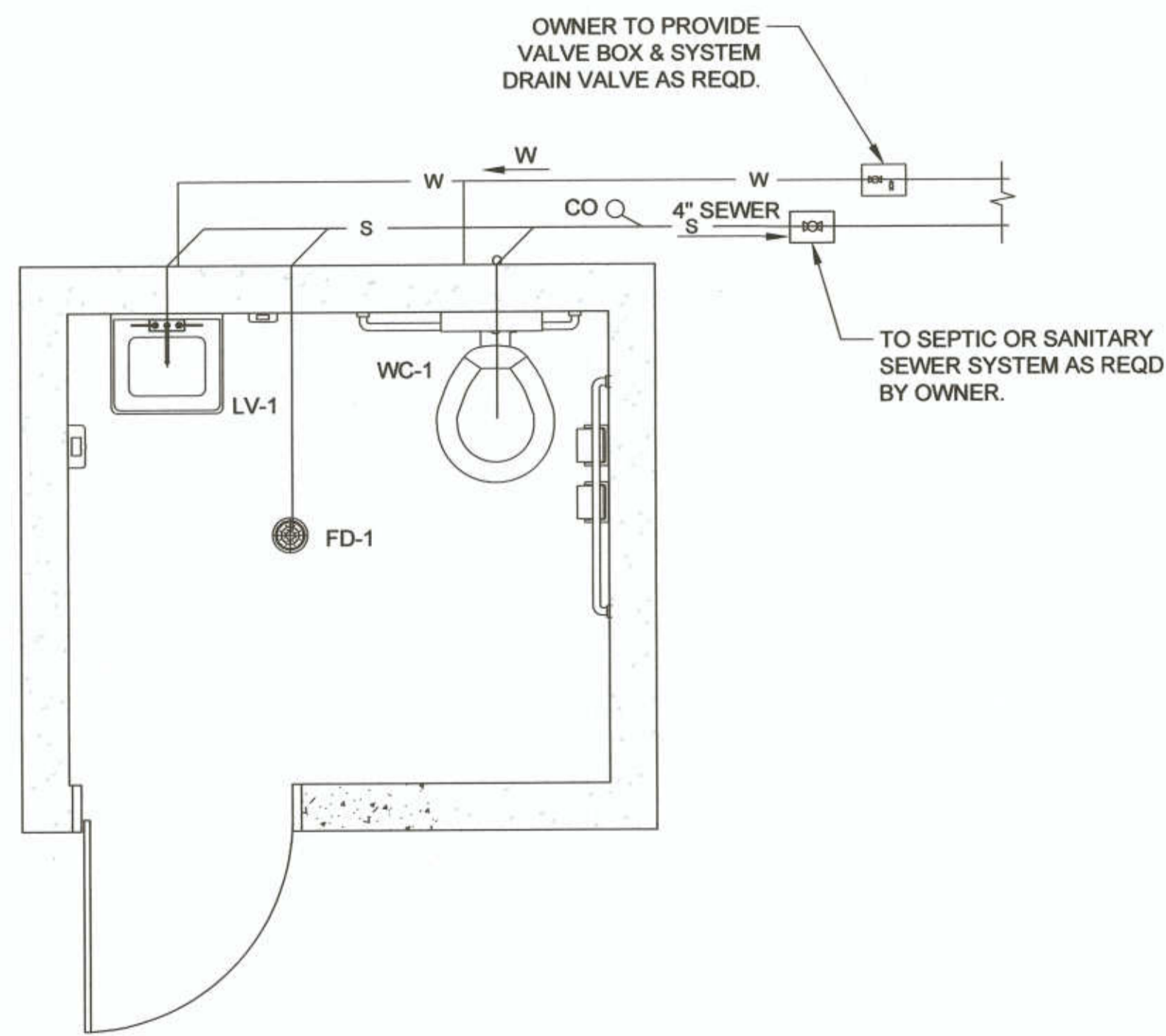
1. ALL WORK SHALL COMPLY WITH NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES.
2. OWNER TO PROVIDE TEMPORARY POWER AS REQUIRED DURING COURSE OF CONSTRUCTION
3. THE INSTALLER SHALL FURNISH & INSTALL SPECIFICATION GRADE CIRCUIT BREAKERS, WIRING, CONDUIT, GFI RECEPTACLES THROUGHOUT, SWITCHES, AND STAINLESS STEEL COVERPLATES.
4. ELECTRICAL CONDUIT IS TO BE RUN WITHIN THE WALL WHEN POSSIBLE, EXCEPT IN THE MECH ROOM.



2 RISER DIAGRAM



3 CONCRETE ENCASED SERVICE GROUND



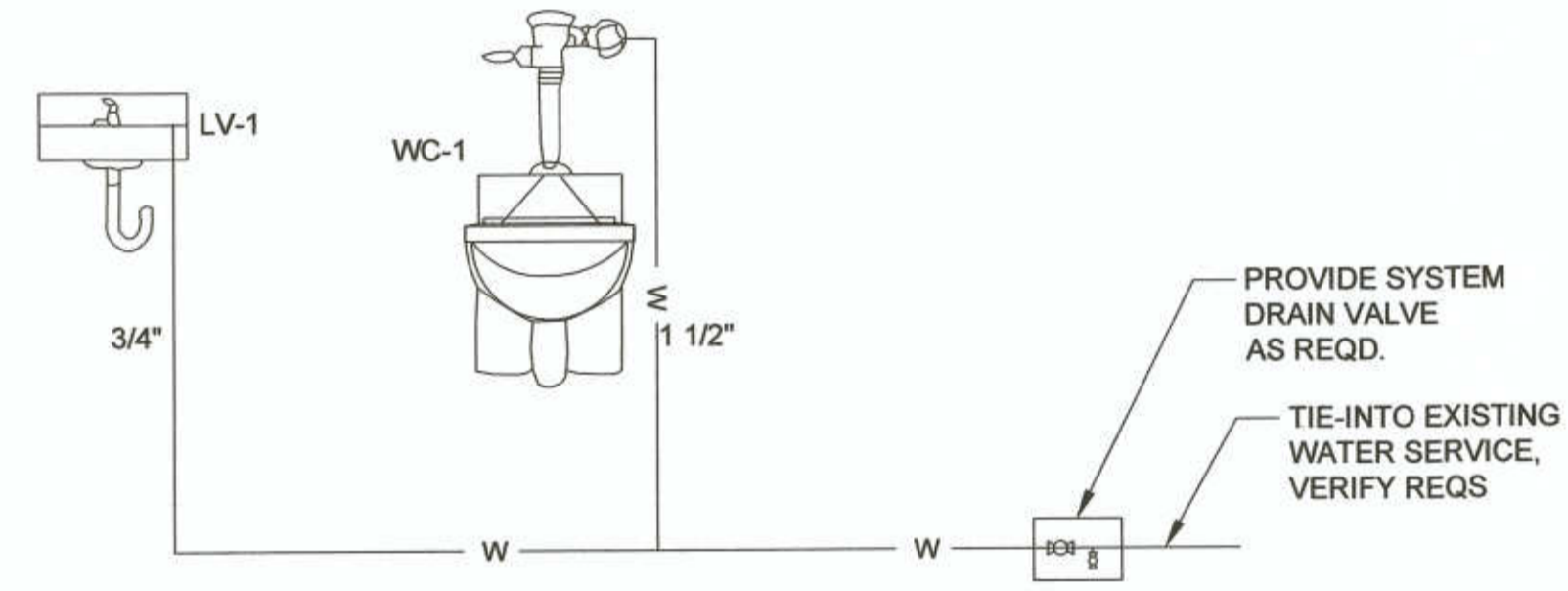
4 PLUMBING PLAN

PLUMBING SCHEDULE				
SYM	FIXTURE	SS	V	CW
WC-1	ADA TOILET	3"	2"	1 1/2"
LV-1	HAND SINK	2"	1 1/2"	1/2"
FD-1	FLOOR DRAIN	2"	1 1/2"	-

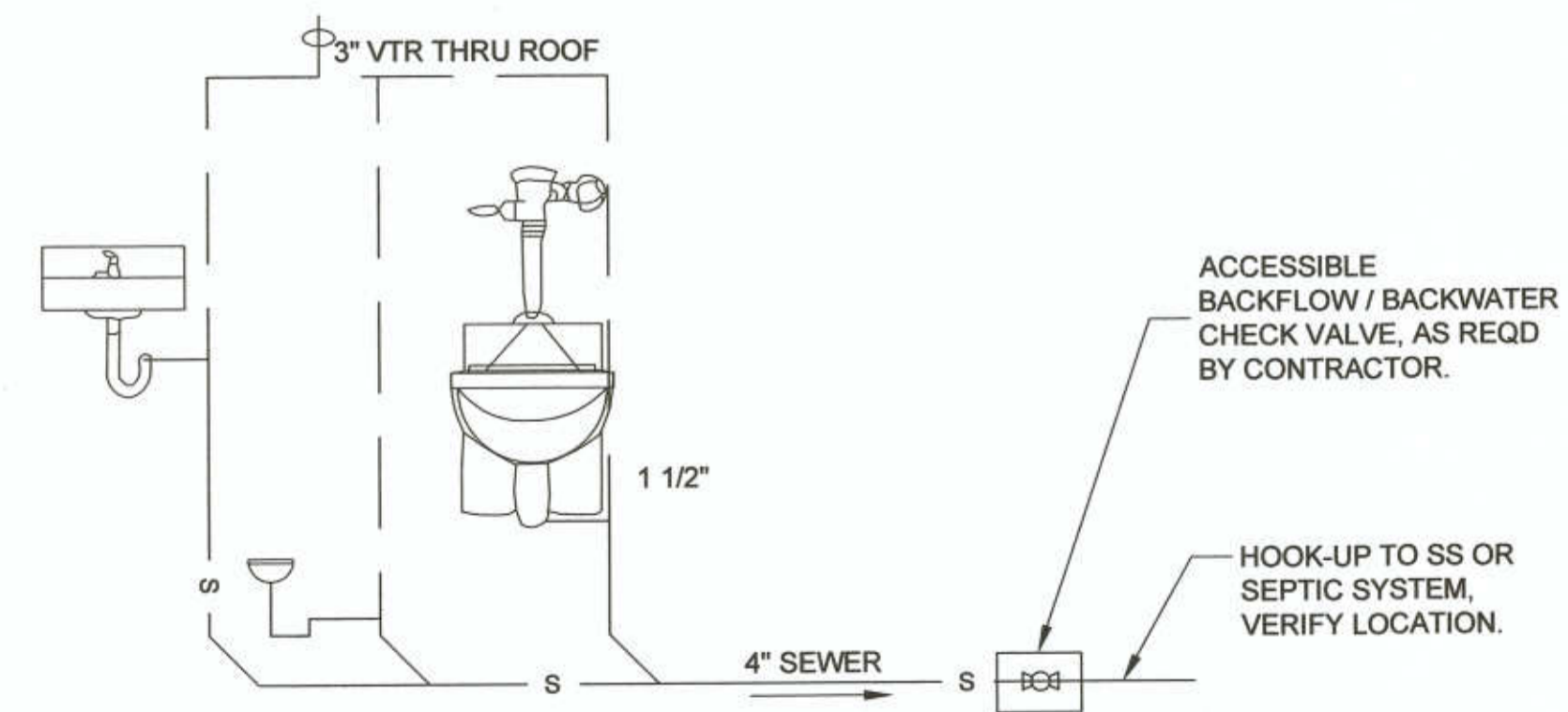
NOTE: PROVIDE CLEAN-OUT BENEATH SINK AS REQUIRED BY CODE

GENERAL PLUMBING NOTES:

1. ALL PIPE (WATER, SEWER, VENT), JOINTS, AND WORK SHALL CONFORM TO UNIFORM PLUMBING CODE, STATE CODES, COUNTY AND LOCAL CODES AND ORDINANCES.
2. CONTRACTOR TO CONFIRM LOCATIONS OF SEWER AND WATER TIE-INS.
3. CONTRACTOR TO SOLIDLY BRACE ALL PIPING TIGHT AGAINST WALLS, FOR LONG OR COMPLICATED RUNS, SECURELY MOUNT USING UNI-STRUT, IN STRAIGHT AND UNIFORM MANNER FOR FINISHED APPEARANCE, PIPING SHOWN IS DIAGRAMMATIC ONLY AND ACTUAL DESIGN BY CONTRACTOR.
4. CONTRACTOR RESPONSIBLE FOR PIPE SIZING AND SHALL PROVIDE ADEQUATE WATER PRESSURE TO ALL PLUMBING FIXTURES.
5. CONTRACTOR TO DETERMINE AND PROVIDE MEANS FOR DRAINING INTERIOR WATER AND SANITARY SEWER SYSTEMS, AS WELL AS SHUTOFF OF ALL FIXTURES, BUILDING SEWER SHALL BE RUN WITH UNIFORM SLOPE OF NOT LESS THAN ONE-FOURTH OF AN INCH. (2%)
6. PRESSURE REDUCING VALVE - BY CONTRACTOR.
7. PLUMBING TO BE DRAINED BY GRAVITY TO SHUTOFF VALVE BOX.
8. FLUSHMETERS ASSOCIATED WITH TOILETS USE NO MORE THAN 1.28 GALLONS PER FLUSH. THE ABOVE SHALL MEET PERFORMANCE STANDARDS BY ANSI A112.19.2 H&S CODE, SECTION 17921.3(b).



6 WATER SUPPLY RISER SCHEMATIC DIAGRAM



6 SANITARY SEWER RISER SCHEMATIC DIAGRAM

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IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM FOUNDATION DETAILS

SHEET 24 OF 26

ADA REQUIREMENTS:

- NEW BATHROOM SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN CHAPTER 6 "PLUMBING ELEMENTS AND FACILITIES" LATEST EDITION.
- THE WATER CLOSET SHALL BE POSITIONED WITH A WALL OR PARTITION TO THE REAR AND TO ONE SIDE. THE CENTERLINE OF THE WATER CLOSET SHALL BE 16 INCHES MINIMUM TO 18 INCHES MAXIMUM FROM THE SIDE WALL OR PARTITION, EXCEPT THAT THE WATER CLOSET SHALL BE 17 INCHES MINIMUM AND 19 INCHES MAXIMUM FROM THE SIDE WALL OR PARTITION IN THE AMBULATORY ACCESSIBLE TOILET COMPARTMENT SPECIFIED IN 604.8.2. WATER CLOSETS SHALL BE ARRANGED FOR A LEFT-HAND OR RIGHT-HAND APPROACH.
- CLEARANCE AROUND A WATER CLOSET SHALL BE 60 INCHES MINIMUM MEASURED PERPENDICULAR FROM THE SIDE WALL AND 56 INCHES MINIMUM MEASURED PERPENDICULAR FROM THE REAR WALL.
- THE SEAT HEIGHT OF A WATER CLOSET ABOVE THE FINISH FLOOR SHALL BE 17 INCHES MINIMUM AND 19 INCHES MAXIMUM MEASURED TO THE TOP OF THE SEAT. SEATS SHALL NOT BE SPRUNG TO RETURN TO A LIFTED POSITION.
- GRAB BARS FOR WATER CLOSETS SHALL COMPLY WITH 609. GRAB BARS SHALL BE PROVIDED ON THE SIDE WALL CLOSEST TO THE WATER CLOSET AND ON THE REAR WALL.
- THE SIDE WALL GRAB BAR SHALL BE 42 INCHES LONG MINIMUM, LOCATED 12 INCHES MAXIMUM FROM THE REAR WALL AND EXTENDING 54 INCHES MINIMUM FROM THE REAR WALL.
- THE REAR WALL GRAB BAR SHALL BE 36 INCHES LONG MINIMUM AND EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12 INCHES MINIMUM ON ONE SIDE AND 24 INCHES MINIMUM ON THE OTHER SIDE
- FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. HAND OPERATED FLUSH CONTROLS SHALL COMPLY WITH 309. FLUSH CONTROLS SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET EXCEPT IN AMBULATORY ACCESSIBLE COMPARTMENTS COMPLYING WITH 604.8.2.
- TOILET PAPER DISPENSERS SHALL COMPLY WITH 309.4 AND SHALL BE 7 INCHES MINIMUM AND 9 INCHES (230 MM) MAXIMUM IN FRONT OF THE WATER CLOSET MEASURED TO THE CENTERLINE OF THE DISPENSER. THE OUTLET OF THE DISPENSER SHALL BE 15 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE THE FINISH FLOOR AND SHALL NOT BE LOCATED BEHIND GRAB BARS. DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROLS DELIVERY OR THAT DOES NOT ALLOW CONTINUOUS PAPER FLOW.
- LAVATORIES AND SINKS SHALL COMPLY WITH 606.
- A CLEAR FLOOR SPACE COMPLYING WITH 305, POSITIONED FOR A FORWARD APPROACH, AND KNEE AND TOE CLEARANCE COMPLYING WITH 306 SHALL BE PROVIDED.
- LAVATORIES AND SINKS SHALL BE INSTALLED WITH THE FRONT OF THE HIGHER OF THE RIM OR COUNTER SURFACE 34 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND.

STRUCTURAL GENERAL NOTES:

GENERAL INFORMATION:

- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING AND TEMPORARY SUPPORTS TO ENSURE THE STABILITY OF THE PORTIONS OF THE STRUCTURE BEING CONSTRUCTED. THE CONTRACTOR SHALL RETAIN A CALIFORNIA REGISTERED ENGINEER TO DESIGN ALL NECESSARY SHORING AND TEMPORARY SUPPORTS.
- DESIGN LOADS ARE FOLLOWS:

ROOF LIVE LOAD	20 PSF
ROOF DEAD LOAD	30 PSF
WALL DEAD LOAD	140 PSF
IBC SEISMIC DESIGN CATEGORY	D
DESIGN WIND SPEED	90 MPH
ALLOWABLE SOIL BEARING	2,000 PSF
- REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL DRAWINGS FOR INSERTS, SLEEVES, CURBS, PADS, PLAN ETC., THAT AFFECT STRUCTURAL WORK. SEE TYPICAL DETAILS FOR FRAMING AROUND MISC. OPENINGS.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL BURIED UTILITY PIPES PRIOR TO EXCAVATION FOR THE BUILDING FOUNDATIONS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS BETWEEN THE FOUNDATIONS AND ANY BURIED UTILITY PIPES.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO ORDERING ANY MATERIALS, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER WHERE CONDITIONS VARY FROM WHAT ARE SHOWN ON THE DRAWINGS.

REINFORCED CONCRETE:

- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 301-10 SPECIFICATIONS FOR STRUCTURA, CONCRETE AS WELL AS ACI 318-08.
- SHOP DRAWINGS SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING OF THE REINFORCING STEEL AND ACCESSORIES SHALL BE SUBMITTED FOR REVIEW TO THE ENGINEER, NO FABRICATION SHALL BEGIN UNTIL SHOP DRAWINGS ARE REVIEWED AND APPROVED.
- UNLESS NOTED OTHERWISE, DETAILS OF CONCRETE REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 315, MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES, AND CRSI MSP-1, MANUAL OF STANDARD PRACTICE, LATEST EDITIONS.
- CONCRETE:
 - UNLESS NOTED OTHERWISE, 28 DAY COMPRESSIVE STRENGTH OF CAST-IN-PLACE CONCRETE FOR EACH PORTION OF STRUCTURE SHOULD BE AS FOLLOWS:

FOOTINGS, SLAB ON GRADE	4,000 PSI
CONCRETE BEAMS / COLUMNS	4,000 PSI
CONCRETE SLUMP	3" MIN. TO 5" MAX.
- REINFORCING STEEL:
 - A. BARS: ASTM A615 GRADE 60 U.N.O
 - B. WELDED WIRE FABRIC: ASTM A185.
 - C. ALL CONCRETE SHALL BE REINFORCED UNLESS SPECIFICALLY MARKED "NOT REINFORCED" OR "UNREINFORCED".
 - D. CONTRACTOR SHALL DETAIL AND PLACE ALL REINFORCEMENT IN ACORDANCE WITH ACI SP-66, ACI 301-10, ACI 318-08, AND CRSI MSP-1 MANUAL OF STANDARD PRACTICE.
 - E. MINIMUM CONCRETE CLEAR COVER OVER REINFORCEMENT SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE:
 - (1) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3".
 - (2) CONCRETE EXPOSED TO EARTH OR WEATHER: #6 THROUGH #11 BARS - 2"; #5 ANS SMALLER BARS, WELDED WIRE FABRIC - 1 1/2".
 - F. EMBEDMENT AND LAP SPLICE LENGTHS FOR ALL REINFORCING STEEL BARS SHALL CONFORM TO THE FOLLOWING PROVISIONS, UNLESS NOTED OTHERWISE:
 - (1) MINIMUM STRAIGHT EMBEDMENT LENGTHS:

(A) #3 - 11"	#6 - 22"	#9 - 41"
(B) #4 - 15"	#7 - 32"	#10 - 46"
(C) #5 - 18"	#8 - 36"	#11 - 51"
 - (2) MINIMUM LAP SPLICE LENGTHS:

(A) #3 - 14"	#6 - 28"	#9 - 53"
(B) #4 - 19"	#7 - 41"	#10 - 59"
(C) #5 - 24"	#8 - 47"	#11 - 66"
 - (3) MINIMUM HOOK EMBEDMENT LENGTHS:

(A) #3 - 8"	#6 - 15"	#9 - 22"
(B) #4 - 10"	#7 - 17"	#10 - 25"
(C) #5 - 12"	#8 - 19"	#11 - 27"
 - (4) HORIZONTAL BARS HAVING MORE THAN 12" OF CONCRETE PLACED BELOW THEM SHALL BE CONSIDERED TOP REINFORCEMENT AND SHALL HAVE MINIMUM STRAIGHT EMBEDMENT AND LAP SPLICE LENGTHS INCREASED BY NOT LESS THAN 30% OVER THOSE GIVE ABOVE.
 - (5) HOOK EMBEDMENT IS THE MINIMUM STRAIGHT LINE DISTANCE FROM THE CRITICAL SECTION OF THE BAR TO THE FARTHEST EDGE OF THE HOOK.
 - (6) WELDING OR TACK WELDING OF REINFORCING STEEL SHALL NOT BE PERMITTED EXCEP AS AUTHORIZED OR DIRECTED BY THE4 STRUCTURAL ENGINEER OR HIS REPRESENTATIVE.
- FORMWORK:
 - A. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, ENGINEERING AND STRUCTURAL ADEQUACY AND CONSTRUCTION OF ALL CONCRETE FORMWORK IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS.
 - B. COORDINATE ALL CONCRETE WORK WITH THE PLACEMENT OF PIPING, INSERTS, FLOOR DRAINS AND OTHER EMBEDDED ITEMS INDICATED ON THE CONTRACT DRAWINGS OR IN THE CONTRACT SPECIFICATIONS.
 - C. ALL NEW OR EXISTING PIPING OR UTILITIES PASSING THROUGH NEW CONCRETE SHALL BE CAST-IN, UNLESS NOTED OTHERWISE.
 - D. PROVIDE 3/4" CHAMFER STRIPS ON ALL EDGES OF EXPOSED CONCRETE, UNLESS NOTED OTHERWISE.
 - E. WITH THE EXPLICIT PRIOR APPROVAL IN WRITING OF THE ENGINEER, COLUMN FOOTINGS MAY BE EARTH-FORMED USING UNDISTURBED NATIVE SOIL. PROVIDE A MINIMUM EXCAVATION WIDTH 4" GREATER THAN INDICATED, AND A DEPTH 2" GREATER THAN INDICATED.
- JOINTS:
 - A. LOCATE ALL CONSTRUCTION, CONTRACTION, ISOLATION, EXPANSION, AND OTHER JOINTS AS INDICATED OR SPECIFIED, OR OTHERWISE APPROVED BY THE ENGINEER.
 - B. SURFACES OF ALL HORIZONTAL AND VERTICAL CONSTRUCTION JOINTS SHALL BE CLEANED OF LAITANCE AND SHALL EXPOSE CLEAN COARSE AGGREGATE SOLIDLY EMBEDDED IN MORTAR MIX. JUST PRIOR TO DEPOSITING CONCRETE, SURFACE OF CONSTRUCTION JOINT SHALL BE THOROUGHLY CLEANED AND WETTED.
 - C. SAWCUT CONTROL JOINTS AS SOON AS POSSIBLE AFTER INITIAL SET.

MASONRY:

- MATERIALS, TESTING OF MATERIALS AND STORAGE OF MATERIALS SHALL CONFORM TO ACI STANDARD "SPECIFICATIONS FOR MASONRY STRUCTURES AND BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" (ACI 530-08 AND 530.1-05).
- ALL CONCRETE MASONRY UNITS ARE TO BE GRADE N-2, CONFORMING TO ASTM C-90. WITH A NET AREA MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 1,900 PSI. MORTAR SHALL BE TYPE S WITH A MINIMUM COMPRESSIVE STRENGTH OF 1,900 PSI. MINIMUM GROUT STRENGTH SHALL BE 2500 PSI.
- MORTAR JOINTS SHALL NOT EXCEED 5/8" THICKNESS IN CONCEALED AREAS AND WITHIN SPECIFIED TOLERANCES IN AREAS EXPOSED TO VIEW. WHERE VERTICAL AND HORIZONTAL ALIGNMENT WOULD CAUSE MORTAR JOINTS TO BE LESS THAN 1/4" OR MORE THAN 5/8" THICK IT SHALL BE CORRECTED PRIOR TO COMMENCING MASONRY CONSTRUCTION.
- PIPES OR CONDUITS MAY PENETRATE HORIZONTALLY THROUGH MASONRY WALLS BY MEANS OF A GALVANIZED STEEL SLEEVE NO THINNER THAN STANDARD WEIGHT (SCHEDULE 40), ASTM A53, SOLIDLY SET IN PLACE. PLACE SLEEVES NOT CLOSER THAN THREE DIAMETERS ON CENTER, MAXIMUM SIZE OF SLEEVE SHALL DE 12".
- MAXIMUM SIZE OF EMBEDDED VERTICAL PIPE OR CONDUIT IN A BEARING WALL SHALL NOT EXCEED 1/3 OF WALL THICKNESS PIPES SHALL NOT BE PLACED CLOSER THAN THREE DIAMETERS ON CENTER.
- HORIZONTAL JOINT REINFORCEMENT SHALL BE 8 GAGE DEFORMED, GALVANIZED, LADDER TYPE AND SPACED 16" O.C. UNLESS NOTED OTHERWISE, JOINT REINFORCEMENT SHALL BE FULLY EMBEDDED IN MORTAR WITH MINIMUM COVER OF 5/8".
- USE A MINIMUM LAP OF 48" BAR DIAMETERS FOR ALL MASONRY REINFORCING, FILL ALL REINFORCED CELLS WITH GROUT FOR FULL HEIGHT. ALL CELLS LOCATED BELOW GRADE SHALL BE FILLED WITH GROUT. REINFORCED CELLS ADJACENT TO DOOR, AND DOOR OPENINGS IN ACCORDANCE WITH PLANS.
- ALIGN VERTICAL CORE EVENLY FOR THE FULL HEIGHT WHERE CELLS ARE TO BE GROUTED. GROUT IN VERTICAL CORES SHALL NOT BE PLACED IN LIFTS GREATER THAN 5 FEET. PROVIDE CLEANOUTS WHEN GROUTING BLOCK CELLS.
- MASONRY WALLS MUST BE BRACED DURING ERECTION FOR WIND AND CONSTRUCTIONS LOADS. BRACES MUST BE DESIGNED CONSTRUCTED AND ERECTED IN A FASHION AS TO PREVENT PERMANENT SCARRING OF MASONRY SURFACES AT THE EXPOSED CONDITIONS.
- ALL MASONRY WORK SHALL BE INSPECTED.

STRUCTURAL STEEL:

- SHALL CONFORM TO ASTM A36, PROVIDE ONE SHOP OF RUST INHIBITING PAINT (MINIMUM 3 MIL. DRY FILM THICKNESS) ON STRUCTURAL STEEL, WHICH SHALL BE FABRICATED ARE ERECTED IN ACCORDANCE WITH THE PROVISIONS OF THE AISC "STEEL CONSTRUCTION MANUAL", LATEST EDITION. SUBMIT SHOP DRAWINGS. ALL TUBING TO HAVE A YIELD STRENGTH OF Fy=46 KSI AND CONFORM RO ASTM A500 GRADE B.
- ALL WELDING IS TO BE PERFORMED BY CERTIFIED WELDERS. IMMEDIATELY AFTER ERECTION, CLEAN WELDS AND TOUCH UP PAINTING (MIN. 4 MIL. FILM THICKNESS). ELECTRODES SHALL BE E-70 SERIES, LOW HYDROGEN, STORED IN ACCORDANCE WITH A.W.S. REQUIREMENTS. ALL WELDS SHALL BE CONTINUOUS. WELDING PROCEDURES ARE REQUIRED TO BE SUBMITTED AND APPROVED BY STRUCTURAL ENGINEER.
- PROTECTIVE COATING: ALL STRUCTURAL STEEL SHALL BE PAINTED W/SELF-CURING INORGANIC ZINC COATING SYSTEM.

STRUCTURAL SUBMITTALS:

- SHOP DRAWINGS. THE FOLLOWINGS SHOP DRAWINGS SHALL BE SUBMITTED:
 - A. REINFORCING STEEL.
 - B. EMBEDDED ITEMS.
 - C. CONCRETE MIX DESIGN.
 - D. STRUCTURAL STEEL.
- CONTRACTOR SHALL SUPPLY SHOP DRAWINGS, SUBMIT MINIMUM TWO SETS TO ENGINEER FOR REVIEW. INDICATE ISSUE DATE OR LATEST REVISION DATE OR RELATED STRUCTURAL PLAN (S) AND NAME OF PERSON RESPONSIBLE FOR CHECKING. SHOP DRAWINGS SHALL BEAR CONTRACTOR'S SIGNED STAMP CERTIFYING OF APPROVAL OF SUBMITTAL, VERIFICATIONS, AND COORDINATION OF THE SUBMITTAL WITH REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.

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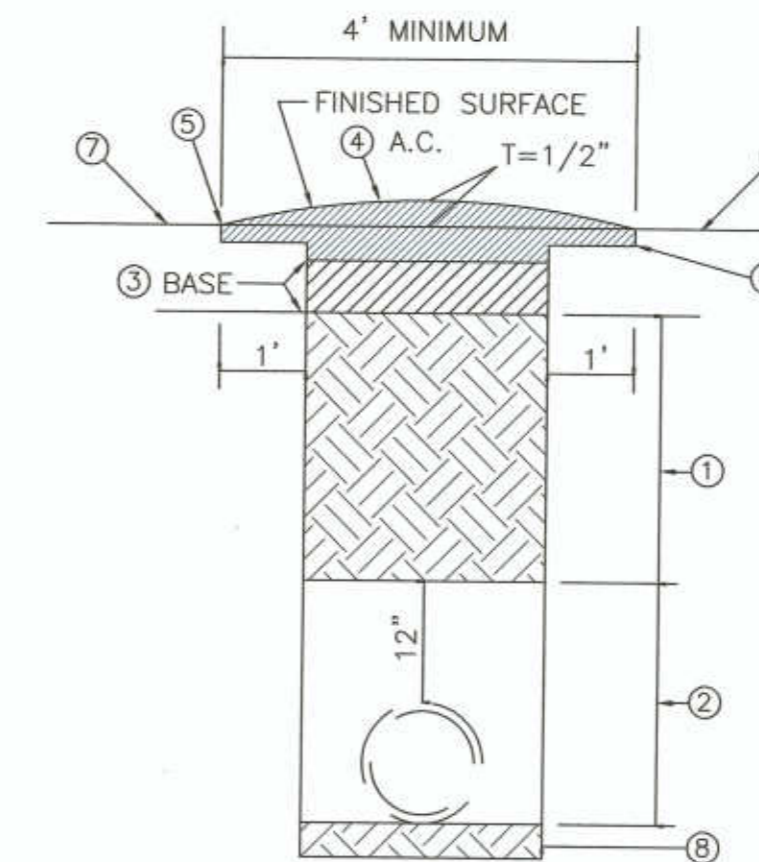
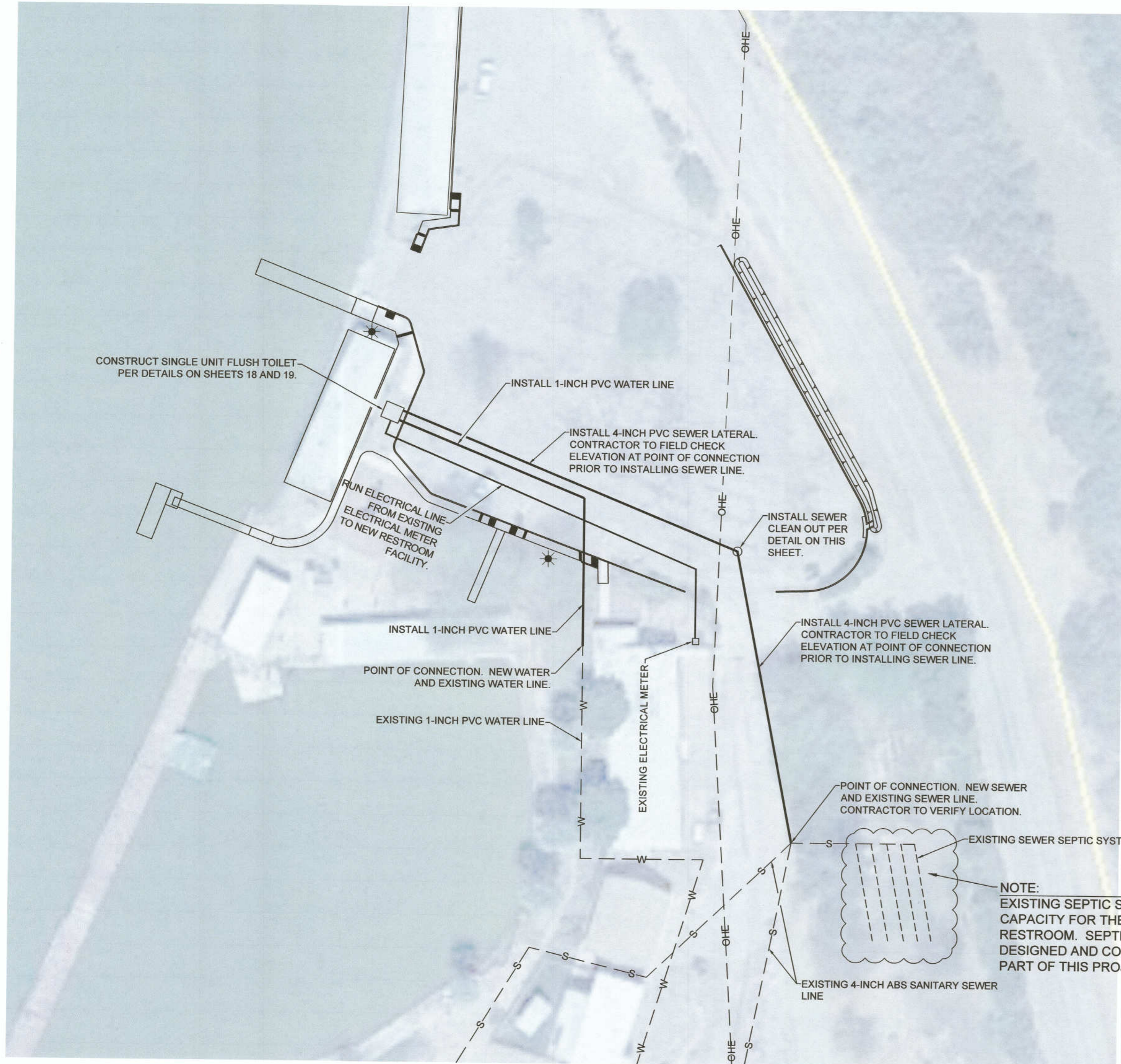
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COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT

RESTROOM SPECIFICATIONS

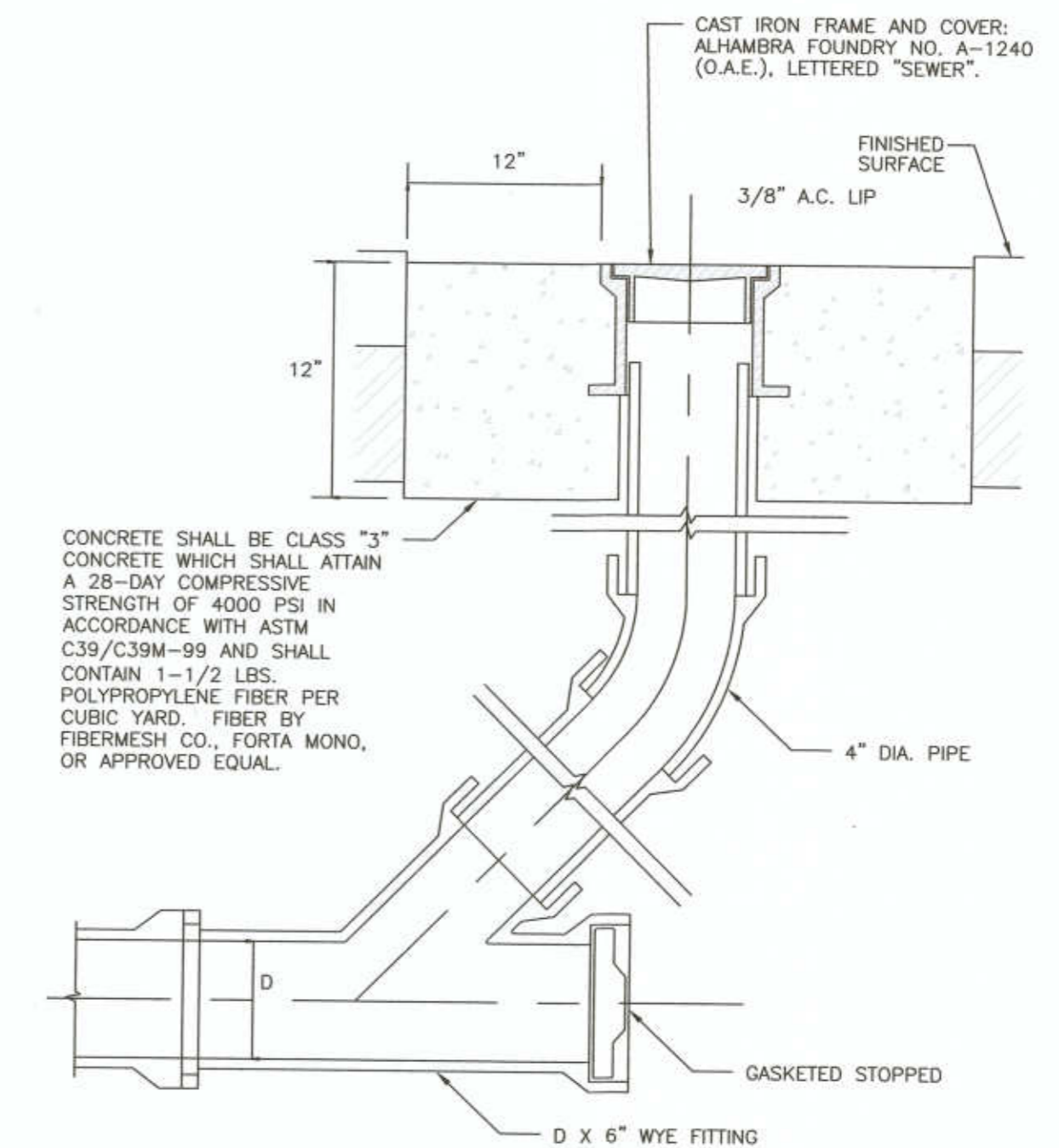
SHEET 25 OF 26



NOTES:

- ① BACKFILL - NATIVE OR IMPORT, COMPACTED TO 90% RELATIVE DENSITY. IF NOT IN A ROADWAY, 90% RELATIVE DENSITY IS REQUIRED TO FINISHED SURFACE.
- ② PIPE BEDDING - COMPACT TO 85% RELATIVE DENSITY. BEDDING MATERIAL SHALL MEET CALTRANS SPECIFICATIONS 26-1.02A & 26-1.02B, 100% PASSING 19MM SIEVE, SAND EQUIVALENT 25 MIN.
- ③ A MINIMUM 6" OF AGGREGATE BASE CLASS 2 TO BE COMPACTED TO 95% RELATIVE DENSITY IN PAVED SECTIONS.
- ④ A.C. PAVING - MATCH EXISTING THICKNESS WITH NEW A.C., MIN. 4" - 2 LIFTS.
- ⑤ TRENCH OVERLAY SHALL EXTEND A MIN. OF 1 FT. OUTSIDE THE TRENCH CUT. IN NO CASE SHALL THE FINISHED PAVING BE LESS THAN 4 FT. IN WIDTH.
- ⑥ GRIND 1' x 0.12' HEADER EACH SIDE OF TRENCH. APPLY TACK COAT TO ENTIRE SURFACE.
- ⑦ THE COUNTY MAY DIRECT THAT REMAINING PORTIONS OF A.C. PAVEMENT ADJACENT TO TRENCH EDGE, MEASURING LESS THAN 6 FEET IN ANY DIMENSION, BE REMOVED AND REPLACED.
- ⑧ OVEREXCAVATION BELOW PIPE LAYING GRADE SHALL BE RECOMPACTED TO 90% MAXIMUM DENSITY, INSPECTED AND APPROVED PRIOR TO PIPE PLACEMENT.

TRENCH REPLACEMENT DETAIL (FOR NEW UTILITIES)



NOTES:

1. CLEANOUT RING AND COVER SHALL BE RAISED TO FINISHED GRADE AND SUPPORT COLLAR INSTALLED AFTER PAVING OR FINE GRADING.
2. D= DIAMETER OF MAIN LINE PIPE.

STANDARD CLEANOUT

REVISION	DATE	COMMENTS

PREPARED UNDER THE DIRECT SUPERVISION OF:

CARLOS BELTRAN
No. 69121
EXP 6-30-24
CIVIL ENGINEER
STATE OF CALIFORNIA

Carlos Beltran
CARLOS BELTRAN, P.E.
DATE: 06/22

69121 R.C.E. No.
06/30/24 REG. EXP.

Dynamic CONSULTING ENGINEERS

CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION MANAGEMENT
2415 IMPERIAL BUSINESS PARK DRIVE, SUITE B.,
IMPERIAL CA. 92251
TEL. (780) 545-0162 FAX (780) 545-0163

COUNTY OF IMPERIAL
PUBLIC WORKS DEPARTMENT

APPROVED BY THE COUNTY OF IMPERIAL:

JOHN GAY
No. 62028
EXP 9-30-23
CIVIL ENGINEER
STATE OF CALIFORNIA

John Gay
JOHN GAY, P.E.
PUBLIC WORKS DIRECTOR
DATE: 6/6/23

62028 R.C.E. No.
09/30/23 REG. EXP.

DATE	6/2/2023
DRAWN	DB
SCALE	AS SHOWN
CHECKED	CB

COMMUNITY AND ECONOMIC DEVELOPMENT

IMPROVEMENTS FOR THE WIEST LAKE BOAT LAUNCHING FACILITY PROJECT

EXISTING AND PROPOSED UTILITIES

SHEET 26 OF 26

NOTES:

THE CONTRACTOR SHALL COMPLY AT MINIMUM WITH THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLANS. THE CONTRACTOR SHALL MODIFY THE EROSION AND SEDIMENT CONTROL PLAN AND IMPLEMENT NEW MEASURES AS NEEDED TO ASSURE COMPLIANCE WITH THE LATEST REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD (SWRCB)

ALL PRIVATE AND PUBLIC STORM WATER CONVEYANCE SYSTEMS, SIDEWALKS, PUBLIC RIGHT-OF-WAYS, ETC. SHALL BE PROTECTED FROM POLLUTANT DISCHARGES AND MAINTAINED IN A NEAT AND CLEAN CONDITION FREE OF SEDIMENT, CONSTRUCTION MATERIAL, WASTE, MISCELLANEOUS DEBRIS AND DETERIORATED EROSION AND SEDIMENT CONTROLS.

CONTRACTOR TO PREPARE AND IMPLEMENT A DUST CONTROL PLAN PER IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) REQUIREMENTS.

THIS PROJECT WILL REQUIRE THE PREPARATION OF A STORM WATER POLLUTION CONTROL PLAN (SWPPP)

BMP CONSTRUCTION NOTES:

- 1 INSTALL TYPE 1 TURBIDITY CURTAIN BARRIER PER PARAMOUNT MATERIALS SPECIFICATIONS OR APPROVED EQUAL.
- 2 PORTABLE TOILETS
- 3 VEHICLE AND EQUIPMENT FUELING AREA PER CASQA DETAIL NS-9. EQUIPMENT FUELING AREA SHALL BE LOCATED WITHIN THE CONSTRUCTION STAGING AREA.
- 4 VEHICLE AND EQUIPMENT MAINTENANCE AREA PER CASQA DETAIL NS-10. THE EQUIPMENT MAINTENANCE AREA SHALL BE LOCATED WITHIN THE CONSTRUCTION STAGING AREA.
- 5 INSTALL SILT FENCE PER CASQA DETAIL SE-1.
- 6 PROVIDE PROJECT ENTRANCE/STABILIZED AREA WITH CORRUGATED STEEL PANELS PER DETAIL TC-1 (NO TIRE WASH).
- 7 CONCRETE WASTE DISPOSAL AREA PER CASQA DETAIL WM-8.

EROSION AND SEDIMENT CONTROL NOTES:

1. FILTERED RUNOFF. ALL RUNOFF SHALL BE FILTERED PRIOR TO DISCHARGING FROM A SITE OR TO ANY TYPE OF PRIVATE OR PUBLIC STORM WATER CONVEYANCE SYSTEM (NATURAL WATERCOURSES, STREETS, GUTTERS, CONCRETE-LINED V-DITCHES, STORM DRAINS, FLOW-LINES, INLETS, OUTLETS, ETC.). ALL NON-PERMITTED DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORM WATER CONVEYANCE SYSTEM YEAR-ROUND
2. BEST MANAGEMENT PRACTICES (BMP'S). POLLUTION PREVENTION MEASURES, ALSO KNOWN AS BEST MANAGEMENT PRACTICES (BMP'S), MUST BE INSTALLED PRIOR TO ANY FIELD ACTIVITIES. THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR ESC (EROSION AND SEDIMENT CONTROL) MEASURES THROUGHOUT THE DURATION OF THE PROJECT FOR ALL CLEARING, DISKING, GRADING, EXCAVATING AND STOCKPILING ACTIVITIES, AND ON ALL EXPOSED SLOPES AND INACTIVE PADS THROUGHOUT THE ENTIRE SITE. THE DEVELOPER/CONTRACTOR IS ALSO RESPONSIBLE FOR ANY DISCHARGES FROM SUBCONTRACTORS.
3. EROSION AND SEDIMENT CONTROLS. ALL ESC MEASURES SHALL BE INSPECTED, RESTORED, REPAIRED OR MODIFIED YEAR-ROUND THROUGHOUT THE SITE TO PROTECT PERIMETERS, ADJACENT PROPERTIES, ENVIRONMENTALLY SENSITIVE AREAS AND ALL PRIVATE/PUBLIC STORM WATER CONVEYANCE SYSTEMS. IF ANY EROSION OR SEDIMENT CONTROLS FAIL DURING ANY RAIN EVENT, MORE EFFECTIVE ONES WILL BE REQUIRED IN THEIR PLACE.
 - a. EROSION CONTROLS. EROSION CONTROLS SHALL INCLUDE, BUT ARE NOT LIMITED TO APPLYING AND ESTABLISHING: VEGETATIVE COVER, WOOD MULCH, STAPLED OR PINNED BLANKETS (STRAW, COCONUT OR OTHER), PLASTIC SHEETING (MINIMUM 10-MIL), POLYPROPYLENE MATS, SPRAY-ON CONTROLS TO ALL DISTURBED AREAS OR OTHER MEASURES APPROVED BY THE COUNTY PUBLIC WORKS DEPARTMENT. JUTE NETTING SHALL NOT BE USED AS A STAND-ALONE EROSION CONTROL. FOR SLOPES GREATER THAN 4:1, PROVIDE FIBER ROLLS AND EITHER A BONDED FIBER MATRIX PRODUCT APPLIED TO A RATE OF 3500 LB/ACRE OR A STABILIZED FIBER MATRIX PRODUCT APPLIED TO A RATE OF 10 GAL/ACRE. THE COUNTY PUBLIC WORKS DEPARTMENT MAY APPROVE DIFFERENT APPLICATION RATES FOR SLOPES LESS THAN 4:1.
 - b. SEDIMENT CONTROLS. SEDIMENT CONTROLS SHALL INCLUDE, BUT ARE NOT LIMITED TO: DESILTING BASINS, GRADED BERMS, FIBER ROLLS, SILT FENCES, GRAVEL BAG CHEVRONS (FILLED WITH MINIMUM 3" GRAVEL), CHECK DAMS, DRAINAGE INLET PROTECTION, ETC. FIBER ROLLS SHALL BE INSTALLED IN 15-FOOT INCREMENTS MEASURED ALONG THE FACE OF THE SLOPE. SILT FENCE SHALL BE INSTALLED ALONG INTERIOR STREETS AND COMBINED WITH GRAVEL-BAG OR SILT FENCE CHEVRONS INSIDE THE SIDEWALK RIGHT-OF-WAY OR BACK OF CURBS.
4. STATE CONSTRUCTION GENERAL PERMIT. IF THE PROJECT DISTURBS, EXPOSES OR STOCKPILES ONE ACRE OR MORE OF SOIL, THE SITE MUST BE COVERED UNDER THE STATE CONSTRUCTION GENERAL PERMIT. A WASTE DISCHARGE IDENTIFICATION (WDI) NUMBER, A RISK LEVEL DETERMINATION NUMBER AND THE QUALIFIED "STORM WATER POLLUTION PREVENTION PLAN" (SWPPP) DEVELOPER (QSD) SHALL BE PROVIDED TO THE COUNTY PRIOR TO ISSUANCE OF A GRADING PERMIT.
5. PERIMETER PROTECTION. PERIMETER PROTECTION MUST BE INSTALLED PRIOR TO ANY CLEARING ACTIVITIES. CLEARING SHALL BE LIMITED TO AREAS THAT WILL BE IMMEDIATELY GRADED OR DISTURBED. A COMBINATION OF ESC MEASURES SHALL BE IMPLEMENTED IN AREAS THAT HAVE BEEN CLEARED. ALL DISTURBED AREAS OF AN INACTIVE SITE SHALL ALSO BE PROTECTED.
6. CONSTRUCTION ACCESS POINTS. CONSTRUCTION ACCESS POINTS SHALL BE STABILIZED WITH A COMBINATION OF ROCK AND SHAKER PLATES TO PREVENT TRACK-OUT. INTERIOR ACCESS POINTS (ALL PROPOSED DRIVEWAYS, MATERIAL STORAGE AND STAGING AREA ENTRANCES/EXITS, ETC.) SHALL ALSO BE PROTECTED WITH ROCK TO PREVENT TRACK-OUT ONTO INTERIOR STREETS. ROUTINE STREET SWEEPING SHALL BE PERFORMED ON ALL PAVED STREETS WHERE TRACKING IS OBSERVED. VACUUM SWEEPERS SHALL BE USED WHEN STREET SWEEPING BECOMES INEFFECTIVE. CONTROLLED STREET WASHING SHALL ONLY BE ALLOWED PRIOR TO THE APPLICATION OF ASPHALT SEAL COATS, AND ONLY WHEN ALL PERTINENT DRAINAGE INLETS ARE PROTECTED.
7. MATERIAL STORAGE. MATERIAL STORAGE AND STAGING AREAS SHALL BE ESTABLISHED. FUEL TANKS, PORTABLE TOILETS, LIQUIDS, GELS, POWDERS, LANDSCAPE MATERIALS AND STOCKPILES OF SOIL SHALL BE STORED AWAY FROM ALL PRIVATE/PUBLIC STORM WATER CONVEYANCE SYSTEMS, SIDEWALKS, RIGHT-OF-WAYS AND FLOW-LINES AND SHALL HAVE SECONDARY CONTAINMENT. INACTIVE STOCKPILES OF SOIL SHALL BE COVERED AT ALL TIMES. ACTIVE STOCKPILES SHALL BE COVERED PRIOR TO A FORECAST RAIN.
8. CONSTRUCTION WASTE. CONSTRUCTION WASTE AND MISCELLANEOUS DEBRIS SHALL BE PLACED IN WATER-TIGHT BINS. WIRE MESH RECEPTACLES SHALL NOT BE ALLOWED. WASH-OUT STATIONS SHALL BE PROVIDED FOR CONCRETE, PAINTS, STUCCO AND OTHER LIQUID WASTE, AND SHALL BE LINED WITH PLASTIC AND LOCATED AWAY FROM PUBLIC RIGHT-OF-WAYS, FLOW LINES, ETC. PRIOR TO ANY FORECAST RAIN, BINS AND WASH-OUTS SHALL BE COVERED WITH LIDS OR PLASTIC TARPS.
9. MAINTENANCE. ALL ONSITE AND OFFSITE FLOW LINES (I.E., V- AND BROW-DITCHES, TERRACE DRAINS, RIBBON GUTTERS, CURB GUTTERS, ETC.), STORM WATER CONVEYANCE SYSTEMS, CHECK DAMS, CHEVRONS, SILT FENCES AND DESILTING BASINS SHALL BE FREE OF SEDIMENT, CONSTRUCTION MATERIALS, WASTE, MISCELLANEOUS DEBRIS AND DETERIORATED ESC MEASURES YEAR-ROUND.
10. OBSTRUCTIONS. NO OBSTRUCTIONS, OTHER THAN BMP'S, SHALL BE ALLOWED WITHIN ANY STORM WATER CONVEYANCE SYSTEM, UNLESS ALTERNATIVE DRAINAGE FACILITIES HAVE BEEN APPROVED BY THE COUNTY PUBLIC WORKS DEPARTMENT.

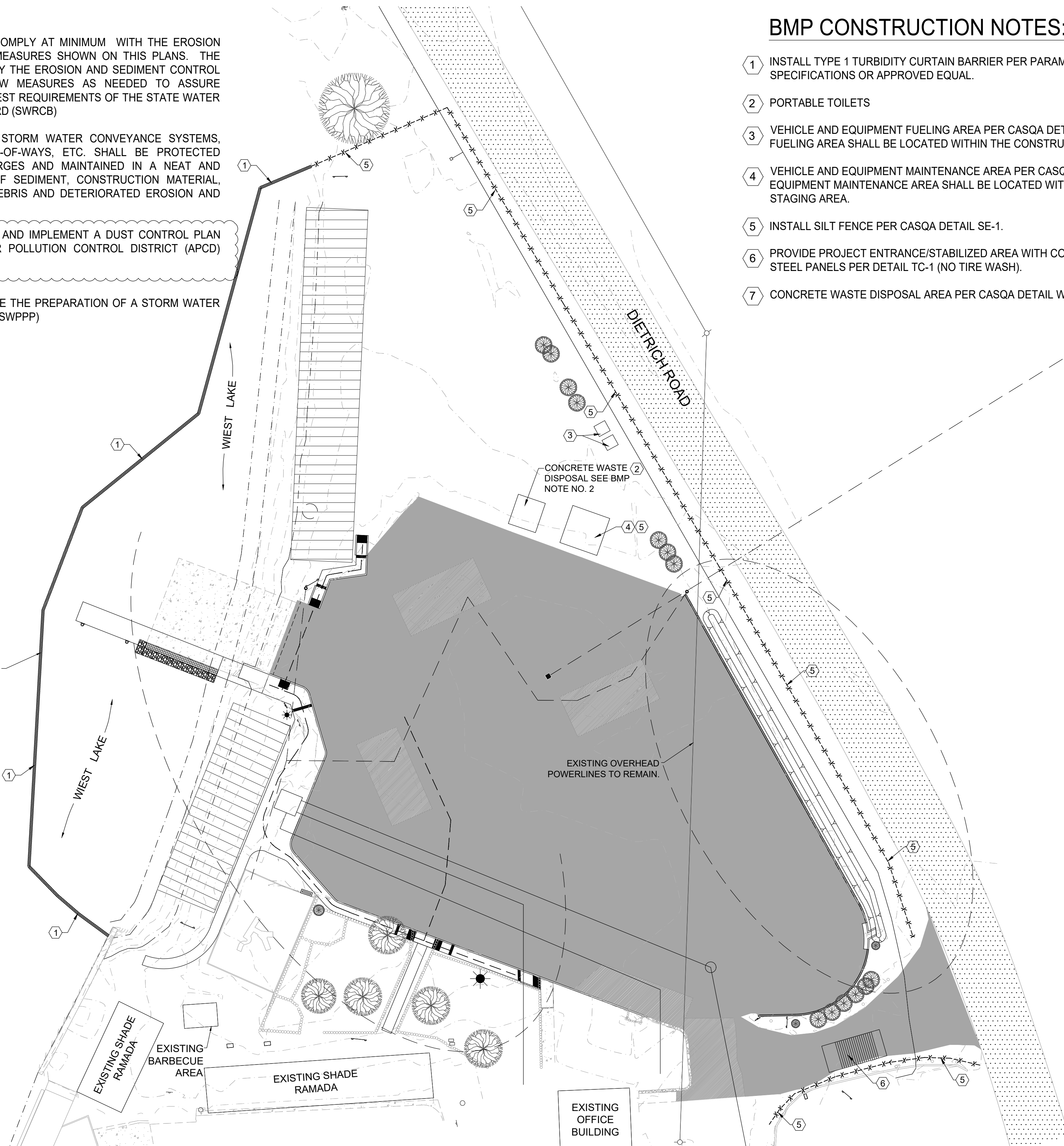


Exhibit B

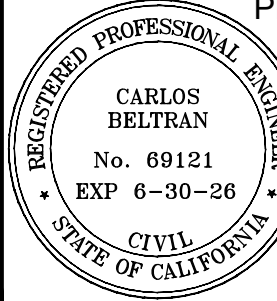
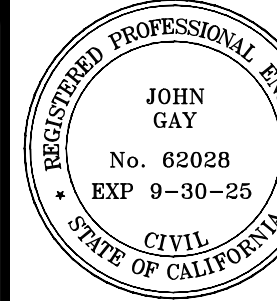
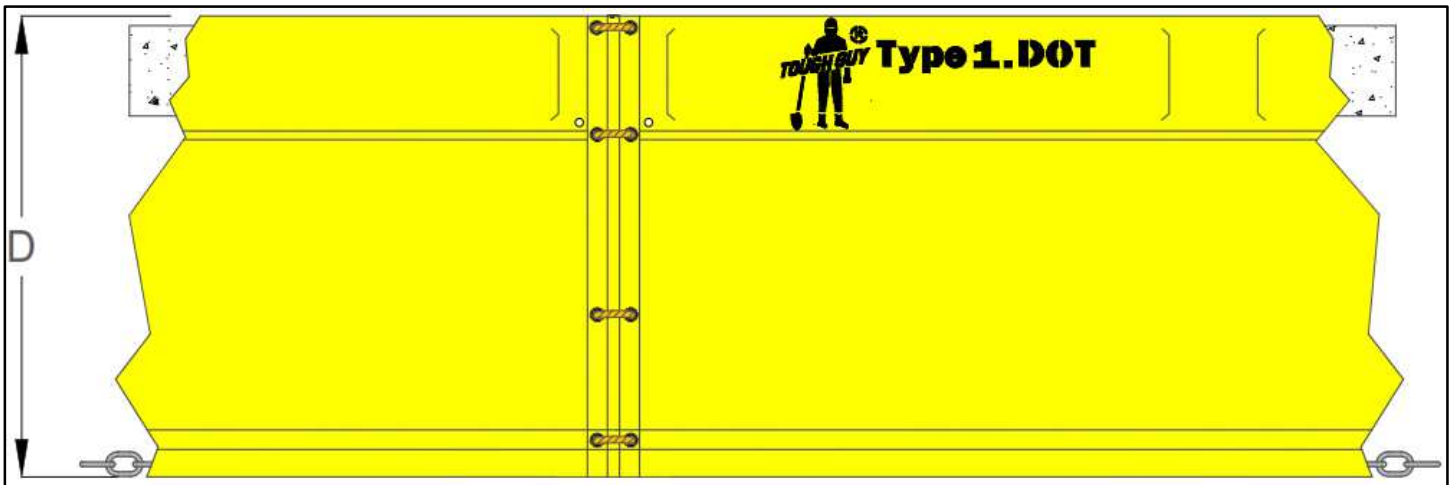
REVISION	DATE	COMMENTS	PREPARED UNDER THE DIRECT SUPERVISION OF:		APPROVED BY THE COUNTY OF IMPERIAL:		DATE	COMMUNITY AND ECONOMIC DEVELOPMENT	EROSION AND SEDIMENT CONTROL PLAN
			 CARLOS BELTRAN, P.E.	69121 R.C.E. No.	 JOHN GAY, P.E. PUBLIC WORKS DIRECTOR	62028 R.C.E. No.	4/26/2024	IMPROVEMENTS FOR THE WEST LAKE BOAT LAUNCHING FACILITY PROJECT	SHEET 27 OF 27
			4/26/2024 DATE	06/30/26 REG. EXP.	09/30/25 REG. EXP.				

Exhibit B



4455 18th Street East, Bradenton, FL 34203
800.823.7356 • www.aerflo.com



Tough-Guy® Floating Turbidity Barrier Type 1.DOT

Specifications

Fabric: 18oz. nominal PVC coated polyester

Base Fabric (100% Polyester)

Weight (FS-191-5041)

Tensile Strength, Grab (ASTM 4632)

Tear Strength, Tongue (ASTM 2261)

Elongation (ASTM 4632)

Adhesion Strength (ASTM 751)

Abrasion Resistance (ASTM 4833)

Hydrostatic Resistance (ASTM 751)

UV Resistance (Weather-O-Meter)

Cold Crack Resistance (ASTM 2136)

High Temperature Resistance (ASTM 2136)

Flame Resistance

Special Treatment(s)

1000D x 1000D / 9 x 9

18oz./yard²

325 lbs x 310 lbs

55 lbs x 45 lbs

21% x 21%

17 x 17 lbs/inch

325 cycles

At least 660 lbs/inch²

Not excessive fading after 1000 HRS

-40° F

180° F (Does not Block)

Pass

Anti Mildew

All seam heat sealed

5/8" diameter poly rope reinforced vertical edges

#4 brass grommets

1/4" galvanized chain ballast

EPS flotation foam: 6" x 6", 13.5 lb./ft. buoyancy in fresh water and 14.4 lb./ft. buoyancy in saltwater

MADE IN THE USA



Manufactured by Aer-Flo, Inc.
Bradenton, FL

Sold by Authorized Distributors

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