

# **Request for Proposal**

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## **MILL CREEK DIVERSION AND DEBRIS MANAGEMENT IMPROVEMENT PROJECT**

**Construction Inspection and Materials Testing  
Professional Services**

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## **San Bernardino Valley Water Conservation District**

Helping Nature Store Our Water

**Filing Deadline:  
May 25, 2023 – 4:00 p.m.**

**San Bernardino Valley Water Conservation District  
Attn Katelyn Scholte (909) 793-2503**

**Mailing Address/Street Address:  
1630 W. Redlands Blvd., Ste. A Redlands, CA 92373**

## INTRODUCTION

### Background and Project Description

The San Bernardino Valley Water Conservation District (Conservation District) provides Groundwater Recharge for the Bunker Hill Basin. The Conservation District has a five-member Board of Directors elected by the voters living within the boundaries of the Conservation District. The Conservation District seeks support services in connection with reconstruction of a Conservation District facility.

The Conservation District is soliciting sealed proposals for construction inspection and materials testing services for the Mill Creek Diversion and Debris Management Improvement Project (Project). The Project proposes to replace and upgrade a portion of the Conservation District's existing Mill Creek water diversion facilities. The Project site encompasses an approximately 300-foot reach of Mill Creek in the unincorporated area of San Bernardino County, California. The Conservation District staff will serve as the construction manager. The selected consultant will be responsible for providing full-time daily inspections, participating in progress meetings, performing materials testing including compaction testing, concrete strength testing, and all necessary laboratory testing. The inspector will be required to assist with coordination of field surveys and to perform a visual inspection of the adequacy of those surveys. The selected consultant will also be required to review and comment on the bid package and Project specifications prior to awarding the construction contract. A detailed description of the work is included in the Scope of Services.

The construction project consists of re-constructing diversion and channel features along a segment of Mill Creek. The purpose of the Project is to reconstruct the facility to minimize the accumulation of debris and possible clogging of the diversion structure. The Project will include the removal and reconstruction of the existing concrete diversion structure and approach channel. The reconstruction will include increasing the size of the gate structures, adding grouted and non-grouted rip-rap slope protection and adding a drivable concrete rip-rap access road. Access to the site is very limited. Access will be through an existing dirt access road and through a pedestrian door within the levee flood wall. The work area within the channel is limited to the footprint of the improvements as shown on the project plans.

A copy of the Conservation District's standard services agreement is attached to this RFP. Any requested changes or modifications should be specifically highlighted as exceptions in the RFP phase. The Consultant will work under the direction of the Conservation District General Manager or other Conservation District Staff as appointed by the General Manager. Funding for the Consultant's services will be provided by the Conservation District utilizing local funding sources and potentially future grant opportunities / awards.

### REQUEST FOR PROPOSALS SCHEDULE

The proposal schedule is as follows:

Date	Event
04/25/2023	Release of Request for Proposal
05/25/2023	Deadline for Receipt of Proposals
TBD	Notice of Interviews (if necessary)
TBD	Interviews (if necessary)
06/14/2023	SBVWCD Board of Directors Approval
06/15/2023	Notice to Proceed

One (1) electronic copy of proposals may be submitted or three (3) hard copy submittals shall be submitted to the District office, 1630 W. Redlands Blvd., Ste. A Redlands, CA 92373 by May 25, 2023, at 4pm. Electronic proposals can be emailed to [engineering@sbvwcd.org](mailto:engineering@sbvwcd.org). The Conservation District is not responsible for receipt of electronic proposals. Proposers are encouraged to call Katelyn Scholte to confirm receipt.

## **Questions and Answers**

A Pre-Proposal meeting will not be held for this RFP. Questions concerning this RFP shall be submitted via e-mail to [engineering@sbvwcd.org](mailto:engineering@sbvwcd.org). Answers to any significant questions posed in writing shall be provided to all known proposers by e-mail.

## **SCOPE OF WORK**

The Scope of Work includes the following tasks:

### **Preconstruction work:**

1. Review and comment on the Project plans and Special Provisions
2. Perform an independent quantity estimate.
3. Provide a testing plan for earthwork and concrete work. Plan shall include interval, estimated number of tests and any special requirements for access.
4. Attend the construction pre-bid meeting with potential bidders.

### **Construction Phase work:**

1. Attend the pre-construction meeting and weekly progress meetings.
2. Review and comment on all contractor submittals including concrete mix designs.
3. Inspect construction to verify work is completed in conformance with Federal, State, and County statutes, regulations, ordinances, guidelines, applicable standards, specifications (including regulatory permits), and plans.
4. Receive and track all material certifications.
5. Receive and track all concrete load tickets.
6. Keep proper inspection records and reports, photographs, and videos, including but not limited to, pre-construction conditions of the Project site, all load tickets, weight tickets, certifications of compliance, submittals, shop drawings, materials reports, daily reports, and other related documents received.
7. Perform soil sampling and compaction testing.
8. Perform concrete sampling.
9. Perform concrete laboratory testing.
10. Provide daily reports to the Conservation District Construction Manager.
11. Track time daily and provide weekly report of hours spent on project, including documentation of payment of prevailing wages.
12. Notify Conservation District Construction Manager of areas of non-compliance.
13. Coordinate field surveys.
14. Assist with monthly quantity estimates and completion of work eligible for progress payments.
15. Provide pre and final inspection Project checklist.

## **Project Schedule:**

The Project construction phase working days is currently 80 days as listed in the Special Provisions. A total of 100 inspection days should be included in the fee proposal. The project is estimated to be advertised for construction in June with construction completed in 2023.

## SUBMITTAL REQUIREMENTS

The Proposal is expected to be concise, direct and without excessive support material, such as general company information or extensive curriculum vitae. The following minimum information should be provided in each Proposal and will be utilized in evaluating each Proposal submitted.

- A. A summary of the firm's understanding of the Project.
- B. A summary of the firm's understanding of the work being requested.
- C. A summary of the firm's experience on similar projects (including experience with the San Bernardino County Flood Control facilities and Corps of Engineers facilities).
- D. A list of any subconsultants that may be used on the Project.
- E. A detailed Fee Schedule under a separate sealed envelope. The Fee Schedule should be generally organized to follow the tasks as they are broken down in the Scope of Services section above. Services outlined in each proposal shall comply with all requirements set forth in this RFP. The costs shall include a supported breakdown of services, hourly rates, and hours to complete each task, including any sub-consultants hourly rates and hours, and any other costs for a complete project. The level of effort and associated costs must be clearly stated and easily understood.
- F. The Proposal is limited to twenty (20) pages (10 doubled sided pages). An introduction page may be added and will not count against the page limitation. Resumes may be added but will count against the 20-page limitation. The introduction page can be one single or doubled sided page.

## GENERAL CONDITIONS

### Limitations

This RFP does not commit the Conservation District to award a contract, to pay any costs incurred in the preparation of the Proposal in response to this request, or to procure or contract for services or supplies. The Conservation District expressly reserves the right to reject any and all Proposals or to waive any irregularity or information in any Proposal or in the RFP procedure, and shall be the sole judge of the responsiveness of the Proposal to this RFP, the capability and responsibility of any firm proposing, and of the suitability of the materials and/or services to be rendered. The Conservation District reserves the right to withdraw this RFP at any time without prior notice. Further, the Conservation District reserves the right to modify the RFP schedule described above. The Conservation District shall retain its authority to provide oversight and direction to the Project, monitor the progress and recommend acceptance of final submissions.

### Consultant's Responsibilities

If selected, execute the Conservation District's Professional Services Agreement. Maintain insurance per the attached Conservation District Standard Services Agreement. Selected firms and/or individuals shall provide a certificate of coverage prior to the Conservation District issuing a notice to proceed. Conform to the Conservation District's Procurement Policy. Meet with Conservation District Staff and selected individuals to discuss the approach and method to proceed. Meet as needed with the General Manager, Administrative Staff, Engineers, and selected individuals to review the progress of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required. The Conservation District shall make available to the selected Consultant all relevant plans, studies, reports or documents, as appropriate, for background information and research purposes.

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including but not limited to those pertaining to conflicts of interest, which in any manner affect those employed by it or in any way affect the performance of its duties under the scope of work. The Consultant shall at all times observe and



comply with all such laws and regulations.

## Selection Process

The Conservation District has the sole authority to select a Consultant or a team of Consultants for this Project and reserves the right to reject any and all Proposals. The Conservation District reserves the right to continue to coordinate and request additional information after submission of the Statement of Proposal. Submission of a Proposal indicates acceptance by the proposing Consultant of the conditions contained in this request for Proposal, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Conservation District and the Consultant selected.

## Evaluation Process and Criteria

Evaluation of proposals shall be based upon a competitive selection process. Review and evaluation of the submitted proposals will be based upon the following criteria:

- A. Project understanding and project approach. Project approach includes the approach in modeling of the diversion structures.
- B. Explanation and quality of proposed contract deliverables.
- C. Experience on similar groundwater recharge related projects for small and specialized agencies and of similar scope and complexity.
- D. Demonstrated ability to perform tasks efficiently, communicate efficiently and effectively, and produce a cost-effective report that meets the needs and preferences of the Conservation District.
- E. Experience working with the San Bernardino County Flood Control District.
- F. Experience working with FEMA levee certifications.
- G. Experience of key staff.
- H. Any Exceptions to the Standard Terms and Conditions in the Services Agreement (attached).
- I. Detailed and responsive cost proposal (Note, it is understood that the final contract fee is a negotiated price. The evaluation of the fee is only in terms of confirming the scope of work and order of magnitude of the work involved).

## RFP Addendum

Any changes to the RFP requirements will be made by written addenda by the Conservation District and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents and shall prevail over inconsistent provisions of earlier issued documentation.

## Verbal Agreement

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of the Conservation District shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

## Costs for Statement of Proposal Preparation and Pre-contractual Expenses

Pre-contractual expenses are defined as expenses incurred by applicants and the selected Consultant in:

- 1) Preparing Proposal in response to this RFP
- 2) Submitting Proposal to Conservation District
- 3) Preparing and submitting responses to future RFPs.
- 4) Negotiations with Conservation District on any matter related to Proposal
- 5) Review or inspection of the Project site or site conditions.
- 6) Other expenses incurred by a Consultant or proposer prior to the date of award of any agreement.

In any event, the Conservation District shall not be liable for any pre-contractual expenses incurred by any applicant or selected Consultant. Applicants shall not include any such expenses as part of the price proposed in response to this RFP or any future RFPs. The Conservation District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

### Signature

The Proposal will also provide the following information: name, title, address, telephone number and email of the individual(s) with authority to represent the company and designated contact(s) during the period of proposal evaluation and be the contact person for future RFPs.

### Term

The term of the list is expected to be up to two (2) years and will be updated and modified over the term.

## ATTACHMENTS

1. Mill Creek Diversion DRAFT Project Notice of Invitation for Bids
2. Conservation District Standard Services Agreement

Attachment 1: Mill Creek Diversion DRAFT Notice of Invitation for Bids

**NOTICE INVITING BIDS  
AND  
CONTRACT DOCUMENTS**

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FOR CONSTRUCTION ON

**MILL CREEK DIVERSION  
AND  
DEBRIS MANAGEMENT  
PROJECT**

Within  
Mill Creek east of Garnett Road  
in the  
unincorporated area of San Bernardino County, CA

Project No. SBVWCD – P002

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**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water

**Filing Deadline:**  
xxx, 202xx – 4:00 p.m.

**San Bernardino Valley Water Conservation District  
Attn: Erwin Fogerson (909) 793-2503**

**Mailing Address/Street Address:**  
**1630 W. Redlands Blvd., Ste. A Redlands, CA 92373-0581**

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## NOTICE INVITING BIDS

- A- 1. The San Bernardino Valley Water Conservation District (District) is soliciting sealed bids for construction of the Mill Creek Diversion and Debris Management Project (Project). The project site encompasses about a 300-foot reach of Mill Creek in the unincorporated area of San Bernardino, California. Attachments to this notice provide details on the project components to be constructed, constraints on construction, schedules, and the information to be submitted as part of the bid.

The work consists of re-constructing diversion and channel features along a segment of Mill Creek in the unincorporated area of San Bernardino, California, to minimize the accumulation of debris and possible clogging of the diversion structure. The Project will include the removal and reconstruction of the existing concrete diversion structure and approach channel. The reconstruction will include increasing the size of the gate structures, adding grouted and non-grouted rip-rap slope protection and adding a drivable concrete rip-rap access road. Access to and the site is limited to an existing dirt access road and the work area within the channel is limited to the footprint of the improvements.

- A- 2. A non-mandatory pre-proposal conference will be held at the project site at \_\_\_\_, on \_\_\_\_ (see A-8 for location). Attendance is highly recommended. Questions regarding the pre-proposal meeting, the Invitation to Provide Bid Proposals, or the attachments may be addressed to Erwin Fogerson, by phone (909) 793-2503, email [efogerson@sbvwcd.org](mailto:efogerson@sbvwcd.org) or mail to the address below.
- A- 3. Proposals will be received until 4:00 p.m., \_\_\_\_\_. Proposals may be delivered in person or transmitted to Erwin Fogerson, PE via mail to the address below.

**1630 W. Redlands Blvd., Ste. A  
Redlands, CA 92373-0581**

- A- 4. Proposals received after the time above will not be accepted. Proposals will be opened after the closing time and evaluated by the District based on the criteria in the Instructions to Bidders.
- A- 5. A bid security in the amount of 10% of the bid price, made payable to the District, is required with each proposal. The security should be in the form of a cashier's check, certified check or a bid bond. Further details are in the Instructions to Bidders.
- A- 6. Any Contractor submitting a proposal shall possess a valid State of California Class A Contractor's License at the time of proposal submission and during the course of the work. The license number, type and expiration date shall be provided with the bid forms. The Contractor is also required to meet minimum experience requirements, as described in the Instructions to Bidders. Note that the Project is subject to both California labor standards. Department of Industrial Relations (DIR) prevailing wage rates shall apply to this Project. The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in the proposals or the proposal process.
- A- 7. The following schedule applies to the proposal process and construction for this Project:
- Non- mandatory pre-bid meeting on be held on \_\_\_\_ at \_\_\_\_ pm at \_\_\_\_, See plans for the location.
  - Proposals due \_\_\_, 202\_ at 4:00 pm.
  - Questions or requests for Information received after \_\_\_\_ may not be answered.
  - Expected Notice of Selection is \_\_\_\_ via email or telephone.
  - The work is tentatively scheduled to begin as early as \_\_\_\_\_ but no later than \_\_\_\_\_

- A- 8. In accordance with the provisions of sections 1770, 1773 and 1773.1 of the California labor code, the director of industrial relations has determined that the general prevailing rates of wages, including employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in section 1773.8 of the California Labor code, apprenticeships and other training programs authorized by section 3093 of the California labor code, for the crafts, classifications, or types of workers required for any work, in the locality of the project are available from the California director of industrial relations. The successful bidder will be required to pay not less than the rates set forth by the director of industrial relations. More information on prevailing rates may be obtained from:

Division of Labor Statistics and Research

Prevailing wage unit

P.O. Box 420603

San Francisco, ca 94142

(415) 703-4774

[Http://www.dir.ca.gov/dlsr/pwd/](http://www.dir.ca.gov/dlsr/pwd/)

- A- 9. The District hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.
- A- 10. All questions regarding the project must be submitted on company letterhead and transmitted by email to Erwin Fogerson no later than 5:00 p.m. \_\_\_\_\_

San Bernardino Valley Water Conservation District

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

Betsy Miller  
General Manager

Dated: \_\_\_\_\_



**SPECIAL PROVISIONS**

CONSTRUCTION OF

**MILL CREEK DIVERSION  
AND  
DEBRIS MANAGEMENT  
PROJECT**

Within  
Mill Creek east of Garnett Road  
in the  
unincorporated area of San Bernardino County, CA

Project No. SBVWCD – P002



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

The following General Provisions supplement and amend the 2021 Edition of (“Greenbook”) Standard Specifications for Public Works Construction. As a reference convenience, these Special Provisions have been arranged into a format that parallels the Standard Specifications.



Prepared by: \_\_\_\_\_ Date \_\_\_\_\_  
Erwin Fogerson, PE

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## SPECIAL PROVISIONS

### GENERAL PROVISIONS

#### SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

##### 1-2 TERMS and DEFINITIONS

*Add the following*

**Bid Item** – Unit and Lump Sum amounts to be paid for the Items listed in the Proposal and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications, and no separate or additional payment shall be allowed therefore.

**Bond** – ADD warranty after payment.

**CALTRANS** – Refers to the State of California Department of Transportation.

**Contract Documents** – The Agreement or Contract, Addenda, notice inviting bids, instructions to bidders, Bid Proposal (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Change Orders, Supplemental Agreements, and the Summary of Work.

**Disputed Work** – Work which the District and the Contractor are unable to reach agreement.

**District** – refers to The SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

**Engineer** – *DELETE the definition in its entirety and replace with the following:*

Refers to the District General Manager, acting personally or through authorized agents or assistants responsible for the project implementation. Agents may include District Staff or consultants hired by the District.

**Final Inspection** – Performed by the Engineer prior to the Final Acceptance of the Project by District.

**The Greenbook** – Refers to and conforms to the 2021 edition of “The GREENBOOK”

**Inspector** – The engineering or technical personnel authorized to act as agents for the Engineer in the supervision of work covered by these Specifications.

**Laboratory** – The designated laboratory approved by the Engineer to test materials and work involved in the contract

**Property Owner** – refers to the San Bernardino County Flood Control District

#### ARTICLE I            SECTION 2 - SCOPE OF THE WORK

##### 2.1 WORK TO BE DONE

*Add the following:*

The work generally consists of demolition of the existing diversion gate system including steel and concrete pilings and walls; construction of a reinforced concrete wall and baffle blocks; installation of stainless steel slide gates, catwalk, and steel trash rack; construction of a hardened

berm, diversion wall, low flow channel, and drivable concreted rock maintenance road including contour grading and placement of energy dissipation rip-rap and all incidental work to complete the construction of the Mill Creek Diversion and Debris Management Improvements.

The Cost of all work necessary for the completion of a particular item shall be included in the price bid for the item unless the work is specifically included in another item. In addition, the price bid for the project shall include all costs to construct the project in accordance with the Plans and Specifications.

## **2-2 Permits.**

*Add the following:*

The Contractor shall obtain any required haul permits from the County of San Bernardino or adjacent Cities. Inspection and City/County fees shall be reimbursed to the Contractor upon request and paid for outside of the contract pay items. All cost to obtain, manage and coordinate the permit and comply with the permit requirements shall be included in the various items of work and no additional compensation will be considered.

Included in this Special Provisions is Permit Number P-3201-7069 issued by the San Bernardino County Flood Control District. Also attached is Permit Number SPL-408-2018-30 issued by the United States Army Corps of Engineers. The Contractor is required to comply with all aspects and requirements of these permits. All cost to comply with the permit requirements shall be included in the various items of work and no additional compensation will be considered.

The contractor is required to prepare and comply with a Storm Water Pollution Prevention Plan per Section 3-12.6 - Water Pollution Control. All cost to obtain, manage and coordinate the permit and comply with the permit requirements shall be included Site Preparation, BMPs, and SWPPP Bid Item and no additional compensation will be considered.

Also included in this Special Provisions are regulatory permits. The Contractor is required to comply with all aspects and requirements of these permits. All cost to comply with the permit requirements (including installation, maintenance of and removal of San Bernardino Kangaroo Rat fencing) shall be included Onsite Mitigation Measures Bid Item and no additional compensation will be considered.

## **SECTION 3 - CONTROL OF THE WORK**

### **3-8-3 Submittals**

*Add the following:*

The following shop drawings are required:

- 1) Fabrication and installation details for the catwalk and access ladder.
- 2) Fabrication and installation for the Gate Grate.
- 3) Fabrication and installation details for the Trash Rack.
- 4) Fabrication and installation details for the diverter wall Steel Armoring.
- 5) Wall Reinforcing Steel Layout

Other required submittals:

- 1) Construction Schedule
- 2) Storm Water Pollution Prevention Plan SWPPP (See Section 3-12.6.3 Water Pollution Control Plan)
- 3) Bonds, insurance(s) and certificates

Contractor shall submit the health and safety plan and the construction schedule within the time necessary to allow the District to review, to allow resubmittal and second review, if necessary, and to avoid delays in the work. Contractor shall make any corrections or additions to the submittals and shall provide the District with corrected or supplemented submittal in the number, with the content and at the times specified by the District.

The original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an alphanumeric system which consists of the number assigned to the original submittal for that item followed by a letter of the alphabet to represent that it is a subsequent of the original. For example, if Submittal 1 requires a resubmittal, the first resubmittal will bear the designation "1-A", the second resubmittal will bear the designation "1-B", and so on.

### **3-8.4 Supporting Information.**

*Add the following:*

Submittals are required for the following:

- 1) Catwalk and steel access ladder components (including anchorage).
- 2) Acknowledgement of slide gates installation guidelines and description of planned installation method
- 3) Trash rack components
- 4) Steel for armoring of diverter walls
- 5) Crushed aggregate base per 200-2.2.3.
- 6) Concrete mix designs per 201-1.1.1 All concrete mix designs and curing methods shall be prepared, signed, and sealed by a Civil Engineer registered in the State of California.
- 7) All written manufacturer's warranties.
- 8) All necessary data and details including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, testing reports, and other information necessary to describe a system, product or item. This information is required for the catwalk, and trash rack, and may also be required for any material, product, manufactured item, or system.

The Contractor shall prepare each submittal and have them approved prior to start of each activity. The contractor will have 5 working days to provide Agency-requested revisions to the submittal if revisions are required.

## **3-10 SURVEYING**

### **3-10.1 General**

*Delete the first sentence in the first paragraph. Substitute the following for the last sentence in the first paragraph:*

Replacement, if required shall be done by the Contractor utilizing a licensed land surveyor, or registered Civil Engineer licensed by the State of California and authorized to conduct boundary survey work.

## **3-12 WORK SITE MAINTENANCE.**

*Add the following subsections:*

### **3-12.1 General**

*Add the following:*

The Contractor can utilize the available site within the limits of work defined in the Plans and the staging area shown on the exhibit included in this Special Provisions for staging. The Contractor shall be responsible for obtaining any additional area for a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the District, the Contractor shall obtain prior approval from the District.

Unless arrangements for disturbance of areas outside the Project limits are made by the District and made part of the contract, it is expressly agreed that the District assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the Project limits.

The Contractor shall be responsible to secure (including permits) and pay for all necessary construction laydown areas beyond the project work limits or staging area. All repairs to construction laydown areas and temporary improvements shall be inspected and approved by the inspector and/or an authorized representative of the property owner per request. The Contractor shall remove, regrade and, when necessary, backfill to restore the construction laydown access and temporary improvements to its original/former condition at the completion of the work. The Contractor shall backfill excavated areas with engineered fill up to the original grade, unless otherwise specified or indicated in the plans.

### **3-12.6 Water Pollution Control**

#### **3-12.6.1 General**

*Add the following:*

The Contractor shall conform to the requirements of the San Bernardino County Municipal Separate Storm Sewer System (MS4) Waste Discharge Permit, Order No. R8-2010- 0036 issued by the Santa Ana Regional Water Board. The Permit, hereinafter referred to as the “MS4 Permit” regulates all municipal activities. In conjunction with the MS4 Permit, all activities associated with construction must also comply with the Statewide General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Orders. 2009-09-DWQ, (NPDES No. CAS000002), herein referred to as the General Construction Activity Permit, or latest version.

The Contractor shall become fully informed of and comply with the applicable provisions of the above referenced Permits and federal, state and local regulations that govern the Contractor’s operations and storm water discharges from both the Project site and areas of disturbance outside the Project limits during construction. The Contractor shall prepare and maintain a copy of the Storm Water Pollution Prevention Plan/Monitoring Program (SWPPP/MP) at the Project site and shall make the SWPPP/Monitoring Program available during construction activities.

Where a Monitoring Program is required, it shall be included with the SWPPP. If a SWPPP / MP is required but not provided by the Agency, then the Contractor shall prepare the SWPPP / MP and submit to the Agency for approval per Section 2-5.3 Submittals.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor’s failure to comply with the requirements set forth in this section, including but not limited to, compliance with the applicable provisions of the Standard Specifications, Greenbook, permits and federal, state and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the Porter Cologne Water Quality Act.

The Contractor shall ensure that all applicable employee’s and Subcontractor’s employees are provided the required training per the current General Construction Activity Permit. Failure to provide the required training is a violation of the General Construction Activity Permit for each

day of which such failure occurs, and shall in addition, be a breach of the Contract with the District. Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the US Environmental Protection Agency, the Regional Water Quality Control Board, and the District, and may result in permit termination (stop work order), civil and criminal fines, and termination of the Contract. By submitting a Bid, the Contractor certifies to the District that the Contractor has trained its' employees and Subcontractors employees, if any, for Stormwater Pollution Prevention and has included sufficient sums in the base bid price to cover such costs of said training.

The Contractor shall allow authorized agents of the District, State or Regional Water Quality Control Board, U.S. Environmental Protection Agency, United States Corps of Engineers and local storm water/urban runoff management agency, upon the presentation of credentials and other documents as may be required by law, to:

- 1) Enter upon the construction site and the Contractor's facilities pertinent to the work; Have access to review any records that must be kept as specified in the Permits;
- 2) Inspect the construction site and related soil stabilization practices and sediment control measures; and
- 3) Sample or monitor for the purpose of ensuring compliance with the Permits.

The Contractor shall notify the District immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the Project site or the Contractor's records.

### **3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)**

*Add the following:*

The contractor shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the District for review and approval. The SWPPP shall meet all state and federal requirements and include the following:

1. Show the work site, staging area and access from paved roads
2. Show the location of disturbed soil areas, water bodies, and water conveyances
3. Describe the work involved in the installation, maintenance, repair, and removal of temporary water pollution control practices
4. Show the locations and types of water pollution control practices that will be used for:
  - 4.1.1. Stormwater and non-stormwater in areas outside the job site but related to work activities, including:
    - 4.1.2. Staging areas
    - 4.1.3. Storage yards
    - 4.1.4. Access roads
  - 4.2. Activities or mobile activities related to all NPDES permits
  - 4.3. Contractor-support facilities
5. Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase
6. Show the locations and types of water pollution control practices that will be installed permanently under the Contract
7. Include a schedule showing when:
  - 7.1. Work activities will be performed that could cause the discharge of pollutants into stormwater
  - 7.2. Water pollution control practices associated with each construction phase will be implemented
  - 7.3. Soil stabilization and sediment control practices for disturbed soil areas will be implemented



8. Include a copy of permits obtained by the Department, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse

#### **-12.6.5 Payment**

*Replace the entire subsection with the following:*

Full compensation for complying with the conditions of this section including furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work as described herein, and as directed by the Engineer, or his authorized representative, shall be considered as included in the lump sum contract price paid for "SITE PREPARATION, BMPs, and SWPPP" and no additional compensation will be allowed therefore. This contract does not include a separate pay item for complying with water pollution control requirements.

*Add the following Section:*

### **3-12.7 On-Site Environmental Mitigation**

#### **3-12.7.1 General**

This work shall consist of furnishing all labor, materials, tools, equipment and incidentals; and performing all work necessary to comply with existing laws, codes, regulations, and/or permits related to Environmental Mitigation Measures and these special provisions. Contractor must comply with the requirements of the permits from the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), United States Department of the Interior Fish & Wildlife Service, and the United States Army Corps of Engineers which pertain to construction activities only (as included in these Special Provisions).

Environmental Mitigation Measures must comply with sections 7-5 "Permits", 7-8 "Work Site Maintenance", and 7-9 "Protection and Restoration of Existing Improvements" of the Standard Specifications.

The following requirements, which pertain to construction activities, have been extracted from the environmental permits for the project and listed here for clear definition of the Contractor's responsibilities for compliance. This project may proceed subject to the following conditions:

1. Copies of all environmental permits, certifications, SWPPP, etc., including any amendments, must be made readily available on site at all times for the duration of work. Permits must be presented to any environmental agency personnel upon request.
2. Environmental agency personnel must be allowed to enter the Project site at any time to verify compliance with Permits/Agreements.
3. The District shall employ a Designated Biologist/Biological Monitor and a Paleontological Monitor responsible for monitoring construction activities in conformance with the various environmental permits for the Project to ensure compliance with the measures of the Permits/Agreements. The Designated Biologist/Biological Monitor and the Paleontological Monitor shall have the authority to immediately halt any activity that does not comply with the Permits/Agreements, and/or to order any reasonable measure to avoid the violation of any measure of the Permits/Agreements. The Designated Biologist / Biological Monitor shall halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.
4. The biological monitor will develop and implement a contractor education program to be provided to all personnel over the life of the Project. Prior to conducting any work on the

site, personnel will be instructed regarding the purpose of resource protection, a description of federally listed wildlife which may occur on the Project site and their appropriate habitats, the conservation measures that will be implemented in conjunction with project construction, and an overview of the Act.

5. The Contractor shall comply with any requirements arising from Bird Nesting Surveys including work stoppages and notification of planned work.
6. Areas to remain undisturbed will be clearly flagged or otherwise delineated prior to any construction activities. A Biological Monitor will be on site to monitor all activities that result in the removal of sediment or vegetation and ensure that these activities do not encroach into the delineated areas. The Biological Monitor will have the authority to halt Project activities if work occurs inside delineated areas.
7. All materials generated from construction activities associated with this project must be managed appropriately. This must include identifying all potential pollution sources within the scope of work of this project and incorporating all necessary pollution prevention BMPs as they relate to each potential pollution source identified.
8. The Contractor must utilize BMPs during project construction to minimize erosion and discharges of sediment, pollutants, and other wastes to drainage systems or other waters of the State and of the United States. BMPs must be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee must 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, within and adjacent to jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site must be free of nonnative plant materials. Fiber rolls or erosion control mesh must 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. Best management practices to stabilize disturbed soils must include the use of native plant species whenever feasible.
9. Substances resulting from project-related activities that could be harmful to aquatic life, including, but not limited to, debris, petroleum products and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, Portland cement concrete or asphalt concrete, and washings and cuttings thereof, soil, sand, silt, bark, sawdust, slash, or any other materials must not be discharged to jurisdictional waters nor be placed where they may be washed from the Project site by rainfall or runoff into jurisdictional waters. All waste concrete must be removed from the Project site.
10. Motorized equipment must not be maintained or parked within or near any stream crossing, channel or lake margin in such a manner that petroleum products or other pollutants from the equipment may enter these areas under any flow conditions. Vehicles must not be driven, or equipment operated in waters of the state on-site, except as necessary to complete the proposed project. No equipment shall be operated in areas of flowing water.
11. All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas will be performed without further environmental evaluations. Standard best management practices must be implemented during construction activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If the staging area for the construction equipment is located outside of the disturbed project area, please contact the EMD, at (909) 387-7897, to schedule a site visit for review of staging area location.

12. Contractor must monitor construction vehicles and equipment for leaks and proper BMPs must be implemented should leaks be detected or the vehicles/equipment must be removed from service, if necessary, to protect water quality.
13. Contractor must conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
14. Contractor must inspect all vehicles, watercraft, tools, waders and boots, and other project-related equipment and remove all visible soil, mud, plant materials, and animal remnants prior to entering and exiting the project site and/or between each use in different waterbodies.
15. The Biological Monitor will inspect the equipment and staging area each day prior to start of work. No equipment shall be started until authorization is provided by the Biological Monitor.
16. Any uncapped pipes with an inside diameter of 1.5 inches or greater stored overnight within the construction site will be thoroughly inspected by a Biological Monitor for the presence of SBKR before the pipe is used or moved in any way. If SBKR are discovered the biological monitor will relocate the animal(s) to an appropriate location outside of the construction area. Unburied pipe laid in trenches overnight will be capped at the end of the workday.
17. Prior to and during operation of all heavy equipment, a spill prevention and contingency plan will be prepared and implemented by the Contractor. The plan will include measures to prevent or avoid an incidental leak or spill, including identification of materials necessary for containment and clean up. Vehicles and other equipment will be fueled, cleaned, and maintained in designated areas, located away from Rialto Channel to eliminate risk of pollution from fuel spills and contamination.
18. Contractor must decontaminate all tools, boots, and other equipment that will enter the water prior to entering and exiting the project site and/or between each use in different waterbodies to avoid the introduction and transfer of organisms between waterbodies. Contractor must decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Contractor must begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net comers, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Contractor must allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Contractor must immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Contractor must place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
19. Contractor must perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into jurisdictional areas and other sensitive habitat areas.
20. Contractor must not knowingly plant, seed, or otherwise introduce invasive nonnative plant species to the Project area, adjacent areas, or adjacent to stream channels (minimum 100-

foot setback from open space areas and 150-foot setback from stream channels and wetland/riparian mitigation sites). Invasive nonnative plant species not to be used include those species listed on the California Invasive Plant Council's Invasive Plant Inventory: <http://www.cal-ipc.org/ip/inventory/index.php> in the areas within or adjacent to the project site.

21. Contractor must comply with all litter and pollution laws. All subcontractors, and employees must also obey these laws and it will be the responsibility of Contractor to ensure compliance.
22. Spoil or stockpile sites must not be located within a lake, streambed, or flowing stream or to the extent practicable locations that may be subjected to high storm flows, where spoil may be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation. If potential for stream flows to occur adjacent to spoil or stockpile sites exists, the Contractor must employ measures designed to prevent materials from washing into jurisdictional waters.
23. No pets will be allowed in or adjacent to the Project site.
24. Rodenticides, herbicides, insecticides, or other chemicals that could potentially harm SBKR will not be used during construction or during the operations and maintenance phase of the Project.
25. Trash will be stored so that it is inaccessible to scavengers (e.g., crows and raccoons) and will be removed from the construction site on a daily basis so as not to attract potential SBKR predators.
26. Contractor shall furnish, install, maintain and remove SBKR Habitat Fencing per the Mill Creek Diversion Improvement Project SBKR Habitat Fencing exhibit and Animex SBKR fencing installation guidelines.
27. Project-related vehicle traffic will be restricted to established roads and areas used for construction, storage, staging, or parking.
28. Contractor must provide certification stating all equipment must be tuned and maintained for maximum fuel burning efficiency.

Work stoppage or delays caused by Contractor's failure to comply with the above mentioned environmental agency regulations shall not be subject to delay costs.

### **3-12.7.2 Payment**

Full compensation for complying with the conditions of this section including furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work as described herein, and as directed by the Engineer, or his authorized representative, shall be considered as included in the lump sum contract price paid for "On-Site Environmental Mitigation" and no additional compensation will be allowed therefor.

## **3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.**

### **3-13.3 Warranty**

*Adding the following:*

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The Engineer may, at his/her option, require a manufacturer's warranty on any product offered for use.

## **SECTION 4 – CONTROL OF MATERIALS**

#### **4-1 GENERAL.**

*Add the following paragraph after the second paragraph:*

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

#### **4-2 PROTECTION.**

*Add the following:*

The Contractor shall assume all risks and expense of interference and delay in their operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 6-6. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under their care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the District harmless from all claims or suits for damages arising from their operations in dewatering the Work and control of water.

### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

#### **5-4 INSURANCE.**

##### **5-4.1 General.**

*Add the following.*

The Contractor insurance shall name the San Bernardino County Flood Control District as additionally insured. The Contractor shall comply with the encroachment permit requirements including indemnify, defend, and hold the District, the County of San Bernardino, their Boards of Supervisors, and all of their officers, employees and agents free and harmless from any and every claim, demand or action for damages, or injury to any person or persons or property of any kind whatsoever, which may arise out of or result from the Permit, Contractor's construction, operation, use or activities on the San Bernardino County Flood Control District right-of-way and/or the Improvements. If the Permittee fails to comply with any obligation contained herein, Permittee shall be liable to the District for any administrative expenses and attorney's fees incurred in obtaining compliance with this Permit and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

### **SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK**

#### **6-3 Time of Completion.**

*Add the following:*

The Contractor shall begin work within 15 days after the Notice to Proceed. The First Working day Designation will be the date of The Notice to Proceed or the date of the beginning of work, whichever is later. In no case shall the First Working Day Designation be greater than 15 days after the Notice to Proceed. The Contractor shall diligently prosecute the work to completion before the expiration of

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**EIGHTY (80) WORKING DAYS**

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#### **6-9 Liquidated Damages.**

*Replace the third sentence of the first paragraph with the following:*

For each Day in excess of the time specified for the completion of the Work in 6-3.1, as adjusted in accordance with 6-4, the Contractor shall pay to the District, or have withheld from monies due it, the sum of money as follows

After the First Working Day Designation.

The Contractor shall pay the San Bernardino Valley Water Conservation District the sum of

**Two Thousand Dollars (\$2,000.00) PER DAY**

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For each day and every calendar days delay in the finishing the work in excess of the number of working days prescribed above.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **7-1.2 Methods of Measure.**

*Add the following:*

Where a Bid Item provides for payment on a lump sum price basis, no measurement of quantity will be made and no adjustment in price will be made for any deviation between estimated quantities provided as information and actual quantities. Where a Bid Item provides for payment on a unit price basis, the quantities of work performed will be computed by the District on the basis of measurements taken by the District, and these measurements shall be final and conclusive. All quantities of work computed under the Contract Documents shall be based upon measurements by the District according to United States Measurements and Weights or upon accepted measurements of delivered materials provided by suppliers.

### **7-3.4 Mobilization**

*Add the following:*

The maximum allowed bid amount is ten (10) percent of the total bid. Mobilization will be paid as a percentage of the actual work completed. A maximum of four (4) percent of Bid Item for Mobilization will be paid upon one (1) percent of the work being completed and accepted up to the ten (10) percent maximum of the total bid amount allowed.

Bid Item includes, but not limited to: obtaining of bonds, insurance and financing, movement of equipment, materials and personnel to and from the job site, supervision, certificates, permits, submittals and RFIs, utilities, site maintenance, cleanup, restoration of all staging and stockpile areas, dust control and work incidentals to the contract not specifically identified under the remaining items or costs incurred prior to beginning of work and after completion of work on the various contract items.

The Contractor's payment for this item shall be by the lump sum.

*Omit the following Section:*

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

### **8-1 General**

*Replace the first sentence of the entire section with the following:*

Facilities for District personnel is not required. Contractor shall at all times provide access to District staff and other involved agencies for passing through and inspection of the work site and staging area.

*Delete Sections 8.2 through 8.6*

## **CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

## **200 – 1 ROCK PRODUCTS**

### **200-1.6 Rock for Slope and Erosion Protection (Riprap).**

#### **200-1.6.1 General.**

*Replace the first sentence of the first paragraph with the following:*

Rock for riprap shall be locally sourced. Rock shall be quarried from within the Mill Creek Diversion Improvement Project limits. If additional rock is needed to meet the lines and grades shown on the plans, the Contractor shall obtain additional rock from existing District's stockpiles (as shown on staging area exhibit), under the direction of the District. Contractor shall sort quarried and stockpile material to meet the required size for use in accordance with Section 200-1.6.2.

#### **200-1.6.2 Grading Requirements.**

*Replace the first sentence of the first paragraph with the following:*

Rock for grouted and non-grouted rock and riprap shall conform to the following:

Grouted Rip-Rap rock including Driveable Grouted Riprap shall conform to Class I11 in Table 200-1.6.2 as modified herein.

Rip-Rap Toe Down rock shall conform to Class III in Table 200-1.6.2 as modified herein.

Local Rock (including Grouted Local Rock) shown shall conform to Class V in Table 200-1.6.2.

½ ton Rip-Rap rock shall conform to Class VII in Table 200-1.6.2.

Rock size requirements may be changed in the field by the Engineer to accommodate the size of material encountered in the field including stockpile.

*Revise Table 200-1.6.2 as follows:*

The nominal median particle weight for Class III rock is 200 pounds. Class III dimension grading requirements are proportionally increased.

The nominal median particle weight for Class IV rock is 375 pounds. Class III dimension grading requirements are proportionally increased.

#### **200-2.2.1 Crushed Aggregate Base**

##### **200-2.1 General**

*Add the following sentence:*

Crushed aggregate base may be generated from on-site materials. Generated material shall comply to Sections 200-1.1 and 200-1.2.

## **SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS**

### **201-1 PORTLAND CEMENT CONCRETE.**

#### **201-1.1 Requirements**

##### **201-1.1.1 General**

*Replace the seventh (last) paragraph with the following:*

Concrete shall meet the requirements listed on Sheet 2 of the plans and are specified by special exposure categories listed in Section 201-1.1.3 unless otherwise shown in Plans. All Concrete shall also meet the design parameters listed in the **Debris Management Improvement and Design for Mill Creek Diversion Basis of Design Report – Appendix F – Section 408 Documents and Appendix K – Structural Calculations** (included in these Special Provisions).



Structural Concrete, (shown on plans as reinforced concrete wall, concrete by-pass berm, concrete diverter wall, and concrete cut-off wall), PCC slab concrete and Riprap concrete (referred to as grout on plans) shall be the same mix design unless otherwise approved by the Engineer. A mix design shall be submitted to the Engineer for approval in accordance with Section 3-8.4. The mix design shall specify the proportions of aggregate, water, and when applicable, SCMs, chemical admixtures, and reclaimed concrete material. The mix design shall also include the gradation and source of aggregate, the type and source of cement and SCMs, the brand and designation of chemical admixtures, and slump requirement. If fiber reinforcement is to be added, the fiber type, fiber manufacturer, and rate of addition shall be included with the mix design. Color is not required.

#### **201-1.1.2 Concrete Specified by Class and Alternate Class.**

*Add the following:*

Structural Concrete is specified by exposure and shall conform to American Concrete Institute (ACI) 318-08 and Table 4.3.1 as shown on Sheet 2 of the plans.

Exposure levels are as follows:

Category F - Freezing and thawing: Severity Severe (F2)

Category S - Sulfates: Severity Severe Moderate (S1)

Category P - Required low permeability: Required (P1)

Category C – Corrosion Protection of Reinforcement: Moderate (C2)

### **SECTION 206 – MISCELLANEOUS METAL ITEMS**

*Add the following:*

All MISCELLANEOUS METAL ITEMS shall meet the design parameters listed in the **Debris Management Improvement and Design for Mill Creek Diversion Basis of Design Report – Appendix K – Structural Calculations** (included in these Special Provisions)

#### **206-5 METAL RAILINGS**

##### **206.5.1 Metal Hand Railings Materials**

*Add the following:*

The Contractor shall submit the Access Ladder shop drawings in accordance with Section 3-8.3 to the District for review and approval prior to commencement of work.

*Add the following section:*

##### **206-5.2 Metal Catwalk**

###### **206-5.2.1 General**

The metal catwalk shall consist of structural steel member framework in conformity to section 206-1.2 and ASTM A36 specification. All framework shall be anchored to the concrete wall with plate and anchor bolts and conform to the Structural Calculations Section included in these special provisions.

The steel grating shall consist of metal bar grating for pedestrian loads with safety, slip resistant roughened tread surfaces, or alternatively, expanded metal grating with identical load and deflection characteristics of bar grating.

All steel used for the catwalk frames, supports, and grating shall be hot-dipped galvanized in accordance with ASTM A123 and section 210-3.

###### **206-5.2.2 Quality Assurance.**

The manufacturer's shop welds, welding procedures and welders shall be qualified and certified in accordance with the requirement of the latest edition of ASME, Section IX.

### 206-5.2.3 Submittals

Complete data, fabrication drawings, and setting or erection drawings covering all structural and miscellaneous metal items shall be submitted in accordance with Section 3-8.3.

All bolted connections and welds shall be properly identified on the shop drawings. Welding procedures, welding procedure qualification records and welder qualifications shall be submitted.

Submittals for high strength bolts, tension control bolts and load indicator washers shall include statements from the bolt and washer manufacturers certifying satisfactory compliance with the governing standards and the specified tests.

Mill Certified Reports (in duplicate) of the test for each heat of steel shall be furnished to the Engineer prior to fabrication. The certification shall contain the results of chemical and physical tests required by ASTM standard for materials.

### 206-5.2.4 Fabricator Qualification

All fabricating plants providing structural steel shall be qualified fabricators who participate in the AISC Certification program and are designated an AISC Certified Plant, Category STD.

Plant certification is not required for fabrication of miscellaneous metal which does not meet the AISC definition for structural steel found in the AISC "Steel Construction Manual" (13th edition), Part 16.

### 206-5.3 Materials

Material shall conform to values included the **Debris Management Improvement and Design for Mill Creek Diversion Basis of Design Report – Appendix F – Section 408 Documents and Appendix K – Structural Calculations** (included in these Special Provisions) and minimum requirements shown below.

Steel

W Shapes

W4x13 - ASTM A36

C Shapes

C4x7 - ASTM A36 or ASTM A572 Grade 50.

Angles Shape

3" x 3" x 3/16" - ASTM A36

Plates and Bars

ASTM A36

Steel Grating

3' wide x 5'-6" span, welded steel grating with Algrip surface with 1 1/2" x 1/8" bars @ 11/16" OC spacing, galvanized saddle clips, bolts and screws, 11-W-4 system as manufactured by Grating Pacific.

Steel Grating Finish

Hot-dip galvanized per ASTM A-123

Bolts and Nuts

Bolts, High Strength

ASTM A325, Type 1; tested in accordance with Article 9.2 thereof

Bolts, Tension Control Type (Twist off)

ASTM F1852. Equivalent to ASTM A325

Bolts, unfinished

ASTM A307

Nuts, Heavy-Hex	ASTM A563, grade and finish compatible with bolts
Nuts, Self-Locking	Prevailing torque type, IFI-100, Grade A
Washers	
Flat, Hardened	ASTM F436, Type 1
Lock	ANSI/ASME B18.21.1, helical spring type
Beveled	ASTM F436
Anchor Bolts	ASTM F1554, Grade 36
Weld Metal (Steel Connections	ANSI/AWS D1.1, Table 3.1, filler metal with minimum 70 ksi [482 MPa] tensile strength unless otherwise noted
Weld Metal (Steel Connections)	ANSI/AWS D1.1, Table 3.1, filler metal with minimum 70 ksi [482 MPa] tensile strength unless otherwise required.
Welded Headed Studs, Concrete Anchors, and Shear Connectors	ASTM A108 with a minimum 50,000 psi [344 MPa] yield strength and minimum 60,000 psi [413 MPa] tensile strength. TRW/Nelson or equal.
Shop Coatings	
Galvanizing	ASTM A123

*Add the following section:*

## **206-7 SLIDE GATES.**

### **206-7.1 General.**

The equipment provided under this section shall be assembled, erected, and placed in proper operating condition in full conformity with the drawings, specifications, engineering data, instructions and recommendations of the equipment manufacturer unless exceptions are noted and/or provided by the Engineer.

Gates and operators shall be supplied by the District. The contractor shall be responsible for moving the gates from their stored location to the job site. The gates are stored at the District's maintenance yard at 2181 Mentone, Blvd, Mentone, CA or at the District storage yard at Seven Oaks Dam. The contractor shall be responsible for inspecting the gates during the bid phase to familiarize themselves with the gates, manufacturer's installation guidelines and any required special handling requirements.

*Add the following section:*

## **206-8 TRASH RACK and GATE GRATE.**

### **206-8.1 General**

The Trash Rack and Gate Grate provided under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the contract drawings and the standard plan referenced in the contract drawings.

The Contractor shall submit Trash Rack and Gate Grate shop drawings in accordance with Section 3-8.3 to the District for review and approval prior to starting construction of any structural

components of the project. Final approval of the shop drawings shall be held until Walls “A” and “B” and Diverter Wall #1 are formed and poured so that the final dimensions can be verified to meet field conditions.

## **206-8.2 Materials**

Frame members and anchor plates shall be ASTM A36 steel or better. Hinge assemblies shall be stainless steel. All anchor bolts, nuts and washers shall consist of DIN EN ISO 4042 compliant material, made of zinc coated carbon steel or 316 stainless steel. The Floorstop material shall be pressure treated hard wood with 316 stainless steel bolts, nuts and washer hardware. Galvanize frame members and anchor plates after fabrication.

## **206-8.3 Fabrication**

The fabrication of the Trash Rack shall be a modified design of the SSPWC Standard Plan 360-2. The frame members and hinge plates shall be fabricated following American Welding Society (AWS) D1.1 Welding Code. The fabrication of the Gate Grate shall comply to the details shown on the plans. The frame members and hinge plates shall be fabricated following American Welding Society (AWS) D1.1 Welding Code. Dimensions must be field verified prior to submittal of shop drawings to the District for review and approval prior to commencement of work.

*Add the following section:*

## **206-9 STEEL ARMORING (DIVERTER WALL STEEL PLATE)**

### **206-9.1 General**

The Steel Armoring under this section applies to the steel plate that will be attached to the four diverter walls for the purpose of protecting the concrete divert walls against debris impact carried by Mill Creek flows into the diversion structure.

### **206-9.2 Materials**

The plates shall be 7/16-inch-thick ASTM A36 steel plate with 5/8-inch diameter by 7-inch-long ASTM A-490 Type 3 anchor studs welded at 20-inch centers to the interior of the plate as shown on the contract drawings. Embedded threaded anchor rod shall conform to ASTM A-307 and per dimensions shown on the contract drawings. The anchor rods shall be installed to secure both sides of the diverter wall steel plates to the interior concrete as shown on the contract drawings.

### **206-9.3 Fabrication**

Fabrication shall follow the dimensions noted on the contract drawings and as submitted on the fabricator’s shop drawings upon approval from the district. Plates that are welded together to form the sides, ends, and top shall be welded in accordance with the current AWS D1.1 Welding Code. Fabrication shall be held until the diverter starter walls so that the shop drawing dimensions can be field verified.

## **CONSTRUCTION METHODS**

### **SECTION 300 – EARTHWORK**

#### **300-1 CLEARING AND GRUBBING.**

##### **300-1.1 General.**

*Replace the entire subsection with the following:*

Unless otherwise stated on the Plans or Specifications, all wood, timber, and concrete material removed from the Work area shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to trash, all excess excavation

material, trees and plants, debris, interfering portions of concrete slabs and walls and miscellaneous items as shown on the Plans. The existing hydraulic control gates and framework shall be removed and salvaged and placed in the staging area for removal by the District. The Contractor shall conform to the following requirements:

All concrete and non-suitable material including shall be removed shall be hauled off the Work site.

All vegetation shall be handled per the requirements of the Regulatory Permits (included in these Special Provisions).

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall obtain a haul route permit from the local road jurisdiction. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

### **300-2 UNCLASSIFIED EXCAVATION.**

#### **300-2.1 General.**

*Replace the entire subsection with the following:*

Unclassified excavation shall consist of all excavation to subgrade, including roadways, rock including toe-down structures to the adjacent subgrade and any other proposed improvement that requires excavation unless separately designated.

#### **300-2-8 Measurement.**

*Replace the 2<sup>nd</sup> paragraph with the following:*

Measurement of material removed from required stockpiles will be included in the Bid for the item of work that the material is for, and no separate measurement and payment is allowed.

#### **300-2-9 Payment.**

*Replace the 2<sup>nd</sup> paragraph with the following:*

Where required by the Plans or the Special Provisions or where directed by the Engineer, the excavating and stockpiling of selected material, and removing such selected material from the stockpile and placing it in its final position will be included in the various items of work and no separate payment will be allowed. The Contractor may stockpile material as needed within the project limits or staging area; however, no separate payment will be made for excavating, loading, or hauling material from the staging area or from an optional stockpile located within 1000 feet of the staging area and placing it in its final position.

### **300-1 UNCLASSIFIED FILL.**

#### **300-4.1 General.**

*Add the following sentence:*

Excess unclassified excavated material may be deposited in the staging area as directed by the Engineer.

#### **300-4-9 Measurement.**

*Replace the entire subsection with the following:*

Unclassified fill is not a measured item of work.

#### **300-4-10 Payment.**

*Replace the 1<sup>st</sup> paragraph with the following:*

Unless otherwise specified, no payment will be made for unclassified fill including placement of excess unclassified excavated material. Payment shall be considered as included in the price in the Bid for the construction or installation of the item to which fill is required or in the unclassified excavation Bid price. The work shall include preparation (other than clearing and grubbing) of placement areas, benching, unclassified fill material, placement, water, compaction, and grading to the lines, grades, and cross sections shown on the Plans.

### **300-11 ROCK SLOPE AND PROTECTION (RIPRAP)**

*Replace the following subsection:*

#### **300-11.1 General**

Rock for rock slope, Riprap (all classes), Local Rock, and Rock Toe-Down shall conform to 200-1.6. Grouted Riprap shall be concreted in accordance with 300-11.3 when shown on the Plans.

Rock shall be quarried from within the project limits of work or obtained from stockpiles within the staging area in accordance with Sections 200-1.6.1 and 200-1.6.2.

#### **300 -11.3 Concreted Rock Slope and Erosion Protection**

*Replace the following subsection:*

##### **300-11.3.1 General**

Rock for Grouted Riprap (including driveable Riprap) shall conform to 200-1.6. Rock for grouted riprap and shall be placed in accordance with 300-11.2.

Grout for Grouted Riprap shown on the Plans shall conform to Sections 201.1 and these Special Provisions.

##### **300-11.3.3 Concrete Placement**

*Add the following paragraph:*

Driveable grouted riprap shall be placed in a method that will result in a surface variation of no more than  $\pm 1$  inch. The water content of the grout must allow gravity flow into the interstices of the riprap.

#### **300-11.4 Measurement and Payment**

*Replace the first sentence with:*

Rock for rock slope, erosion protection, riprap, toe-down and local rock will be measured and paid for cubic yard in place.

*Add the following paragraph:*

Payment for riprap, local rock, rock toe-down shall include sorting, excavation, loading, hauling and placement from the staging area or other designated stockpile shown in these Special Provisions or from any other area that the contractor stages or stockpiles (within the project limits) to the lines and grades shown on the plans.

The Riprap Concrete Bid quantity for is based upon a calculation using an assumed void ratio of thirty (30) percent. Riprap Concrete shall be measured by amount placed within the limits of Concrete Riprap shown on the plans based upon load tickets with deductions for any estimated amount not placed. The Engineer shall direct changes in the amount being placed based upon the void ratio experienced in the field. The Contractor shall furnish to the Engineer at the time of delivery to the Work site, a legible copy of a licensed weighmaster certificate showing gross, tare, net weights, and volume of each truckload of concrete.

## **SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS**

### **301-2 UNTREATED BASE.**

#### **301-2.4 Measurement and Payment.**

*Add the following sentence:*

Payment for crushed aggregate base includes hauling, sorting, placement, watering, compaction and all incidentals involved in the work including compaction of the subgrade as shown on the plans.

## **SECTION 303– CONCRETE AND MASONRY CONSTRUCTION**

### **303-1 CONCRETE STRUCTURES.**

#### **303-1.1 General**

*Add the following sentence;*

The bid item Structural Concrete consists of concrete for all proposed concrete structure except for grouted rock and PCC slab. Structural concrete includes concrete diverted wall, reinforced concrete walls, and concrete by-pass berm. Concrete shall conform to Section 201.1 and these Special Provisions.

Concrete for grouted rock or grouted riprap shall conform to Section 300 -11.3 Concreted Rock Slope and Erosion Protection

#### **303-1.11 Measurement:**

*Replace entire section with the following;*

Structural concrete and PCC Slab concrete will be measured for payment as specified in the Bid and in accordance with the following:

Quantities for Structural concrete and PCC Slab concrete shall be calculated based upon the plans and any changes directed by the Engineer. The quantity of concrete for payment will be made only to the neat lines of the structures as shown on the Plans and on the basis of the concrete having the specified dimensions. However, all concrete shall be placed to line and grade within such tolerances, as determined by the Engineer, as are reasonable and acceptable for the type of work involved. The quantity of such concrete will be calculated considering the mortar used to cover construction joints as being concrete and no deductions will be made for rounded or beveled edges, space occupied by reinforcing steel, or metal inserts. Openings for gates will be deducted from the calculated and payable quantity.

The quantity of reinforcing steel is not a separate bid item and is considered included in the contract price for various concrete bid items.

#### **303-1.12 Payment**

*Replace the paragraphs 5, 6 and 7 with the following:*

Reinforcing steel shall be included in the contract unit price for Structural Concrete and PCC Slab and no separate payment shall be made.

## **SECTION 304 – METAL FABRICATION AND CONSTRUCTION**

### **304-1 STRUCTURAL STEEL.**

#### **304-1.1 General.**

*Add the following paragraph:*



Catwalk, Ladder, Armoring (Diverter Wall), Gate Gate and Trash Rack, material shall comply to Section 206 of these special provisions.

### **304-1.7 Bearings and Anchorage.**

*Add the following paragraph:*

Anchorage and support shall conform to the structural calculations and details sections included in these special provisions.

### **304-1.12 Measurement and Payment.**

#### **304-1.12.1 General.**

*Replace the entire sub-section with:*

Steel Structures – Catwalk, Ladder, Armoring (Diverter Wall), Gate Gate and Trash Rack, shall be paid for separately per the bid schedule and shall include all fabrication, assembly, workmanship, and installation and no other payment shall be allowed.

The various units of payment shall include full compensation for furnishing all materials required together with all anchorage and support members, necessary fittings and hardware, grout, epoxies, and adhesives and doing all the work involved in installing the various items complete in place.

Catwalk and armoring shall be measured and paid by the square foot.

Ladder and handrail shall be measured and paid by the linear foot. The linear foot measurement shall be made along the top rail only and includes all of the various components of the structure which is comprised of the top rail, bottom rail, any intermediate rails, all vertical or diagonal rails, all anchorage, and all other components shown on the plans or in the structural calculations.

Trash Rack shall be paid by lump sum.

Gate Rack shall be measured and paid by the square foot.

*Add the following subsection:*

### **304-5 STEEL GATE CONSTRUCTION.**

#### **304-5.1 General.**

The bid items Stainless Steel 5' X 5' Slide Gates and Stainless Steel 17' X 5' Slide Gate consists of loading, hauling, erecting, casting into concrete walls, testing, exercising and all components of work involved into installing the gates per plans and specifications into good working order. The contractor is responsible for familiarizing themselves with the size, condition and current storage of the gates prior to bidding. The contractor shall comply with manufacturer's installation specifications and guidelines included in these special provisions and shall comply with any guidance provided by the manufacturer's representative at the time of installation.

#### **304-5.2 Measurement and Payment.**

Stainless Steel 5' X 5' Slide Gates and Stainless Steel 17' X 5' Slide Gate shall be paid by lump sum complete in place.

## **SECTION 401 – REMOVAL**

### **401-1 – GENERAL**

*Add the following:*

Contractor shall plan, schedule, and coordinate its operations in a manner which will facilitate minimum disruption to the existing structures, operation of District's facilities, and surrounding environment. Contractor shall be responsible for de-energizing equipment before the demolition

work. Contractor shall also coordinate demolition so that the work is performed in a safe, logical sequence to expedite the overall completion of the demolition.

All structures and facilities which are not to be removed must remain in continuous operation during the work. Demolition and salvage work shall create minimum interference with District's operations and minimum inconvenience to District's. Contractor shall provide protection and safety of all roadways, sidewalks, and all accessible areas during demolition activities. Care shall be taken to ensure that contamination does not occur on the site.

It is the responsibility of the Contractor to remove and dispose of all material, equipment, electrical devices, etc., taken from the existing construction during the demolition not identified to be salvaged unless directed otherwise by the Engineer or District's. All disposals shall be done in accordance with federal, state, and local laws governing waste disposal.

Storage of demolition debris shall not be stockpiled in any area of the site other than the location where demolition occurs up to the limits of work shown on the plans or within the Staging Area, unless directed otherwise by the District's.

Any excavation done as part of the demolition shall be limited to no more than 2 feet beyond the structure exterior that is to be demolished unless otherwise indicated on the Drawings. All excavation work shall comply with all federal, state, and local laws and regulations. Refer to California's Trenching and Shoring Manual for acceptable practices and methods. All excavation adjacent to existing structures shall be adequately designed and installed to protect the existing structure from damage caused from settlements, soil movement, or any loads associated with the demolition work. Contractor shall submit any temporary shoring plans to Engineer for review prior to the start of excavations.

The perimeter of excavations shall be protected with sandbags or other acceptable method to prevent runoff surface water from entering the excavated area. A sump shall be provided at one corner of the excavation and the bottom surface sloped towards the sump. The contractor shall prevent demolished material to enter drainage systems and receiving waters. Use authorized covers and platforms to collect debris.

Removal of equipment or facilities shall include removal of all accessories, piping, wiring, supports, associated electrical starters and devices, baseplates and frames, and all other appurtenances, unless otherwise directed. Existing materials and equipment removed, and not indicated to be salvaged or reused as a part of the Work, shall become Contractor's property unless otherwise specified, and shall be removed from the Site.

Contractor shall conduct demolition activities in a manner that prevents damage to existing facilities which are indicated to remain and shall provide all necessary protection for existing facilities. Any remaining facilities damaged during demolition shall be repaired by Contractor to a condition equal to or better than the original condition. Contractor shall take any necessary photographs of existing construction to verify existing conditions and shall file a report with the Engineer listing any existing damaged construction before the work is started.

When demolition is complete, all debris shall be removed from the Site and the Site graded to the lines and grades indicated on the Drawings.

## **401-3 CONCRETE AND MASONRY IMPROVEMENTS**

### **401-3.3 Reinforced Concrete and Masonry Structures**

*Add the sub-following:*

#### **401-3.3.1 Demolition (existing walls, gates and catwalk)**

Work consists of demolition and removal of existing structures, piping, equipment, and sitework and the salvage of existing equipment as indicated on the Drawings and as specified herein.

The existing gates and catwalk shall be removed and salvaged to the project staging area prior to any demolition work taking place. The District shall have 5 working days to remove the items from the staging area. The existing diversion structure walls shall be sawcut at the joint line to the existing downstream channel that is to remain in place. All debris shall be removed within 24 hours and removed from the site.

*Add the following Subsection:*

#### **401-3.3.2 Demolition (existing concrete PCC slab)**

Work consists of demolition and removal of existing Portland Cement Concrete (PCC) gutter as indicated on the Drawings and as specified herein. Removal shall also conform to Section 401 of the Standard Specifications.

Excavation of the demolished concrete shall be included in the Unclassified Excavation Bid Item

#### **401-5 OTHER IMPROVEMENTS**

*Add the following Subsection:*

##### **Demolition (existing grouted rock)**

Work consists of demolition and removal of the existing grouted rock as shown on the Plans. Demolition includes separating the concrete from the rock, removing and disposing the concrete portion, separating the rock into gradations consistent with Section 301, hauling and placing the rock at the staging area as shown on the Staging Area Detail. The work shall include all incidentals in the above listed work.

#### **401-6 Measurement**

*Add the following:*

Demolition of Existing Walls, Gates and Catwalk shall be measured as lump sum. Excavation of the demolished walls and footings below the adjacent ground top of subgrade elevation shall be included in the Demolition of Existing Walls, Gates and Catwalk Bid Item. Excavation of the demolished walls and footings from the adjacent ground to top of subgrade elevation shall be included in the Unclassified Excavation Bid Item. All demolition work within the limits of the toe of the levee, including excavation, loading, hauling, separating and all incidentals is included in the lump sum bid price.

Demolition of PCC Slab shall be measured as square yards.

Demolition of Existing Grouted Rock shall be measured as cubic yards.

Excavation of the demolished Grouted Rock and PCC Slab shall be included in the Unclassified Excavation Bid Item.

#### **401-7 PAYMENT**

*Add the following:*

Payment for Demolition of existing walls, gates and catwalk will be made at the Contract Unit Price lump sum. Payment for Demolition of existing walls, gates and catwalk shall include compensation for excavating, sawcutting, loading, disposing of surplus material, stockpiling, and hauling it to its final location. Payment also includes removing, salvaging and hauling of the items identified on the plans.

Payment for Demolition of existing concrete PCC slab will be made at the Contract Unit Price per square yard. Payment for Demolition of existing concrete PCC slab shall include

compensation for sawcutting, loading, disposing of surplus material, stockpiling, and hauling it to its final location.

Payment for Demolition of existing grouted rock will be made at the Contract Unit Price square yard.

Payment for excavation of the demolished Grouted Rock and PCC Slab shall be included in the Unclassified Excavation Bid Item.

## **PERMITS (ENCROACHMENT AND REGULATORY)**

**STANDARD PLANS**

**SBKR FENCING DETAIL**

**STAGING AREA DETAIL**



# **HYDRO GATE DESIGN DRAWINGS AND OPERATING INSTRUCTIONS MANUAL (including installation guidelines)**

**BASIS OF DESIGN REPORT (APPENDEX K STRUCTURAL  
CALCULATIONS only)**

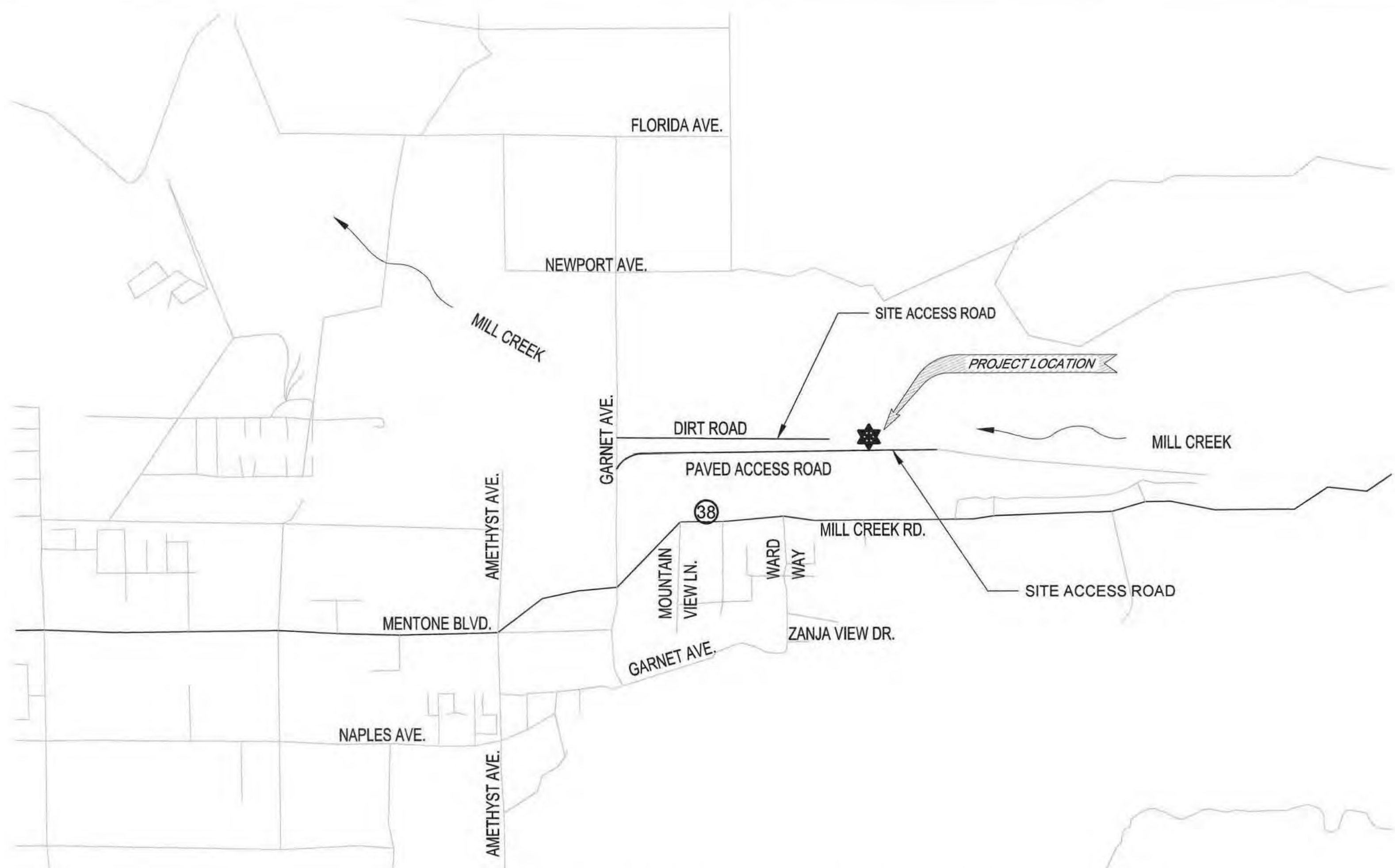


# SAN BERNARDINO VALLEY WATER CONVERSATION DISTRICT

## MILL CREEK DIVERSION AND DEBRIS MANAGEMENT IMPROVEMENT



VICINITY MAP



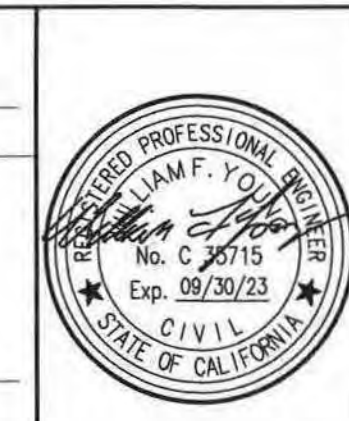
LOCATION MAP



BENCH MARK  
BM NO. NGS 449 (EV1475) ELEVATION = 2021.83 FEET  
(NAVD 83) YUCAIPA (1996)  
BENCH MARK DISK STAMPED S 449 1949 SET IN BUILDING WALL, 2 MILES E. FROM MENTONE, 1.95 MILES E. ALONG  
STATE HWY 38 FROM THE POST OFFICE AT MENTONE, 4.1 MILES E/O THE CURRIER GYMNASIUM OF THE UNIVERSITY  
OF REDLANDS AT REDLANDS. AT THE INT. OF GARNET ST, AT THE GREEN SPOT TRADING POST FLYING SERVICE  
STATION. SET VERTICALLY IN THE N.W. FACE OF THE SERVICE STATION BUILDING, 1.3' S.W. OF THE N.W. CORNER OF  
THE BUILDING, AND 2.6' ABOVE THE GROUND.  
COORDINATES ARE BASED UPON NAD 83, STATE PLAN COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

NO.	DATE	REVISIONS	APPROVED	DATE
7				
6				
5				
4				
3				
2				
1				

SUBMITTED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. RCE No. 35715  
SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
REVIEWED AND  
APPROVED BY: *C. Pendroy* DATE: 2-23-22  
C. PENDROY, P.E. RCE No. 49060



PREPARED BY: 1561 E. ORANGETHORPE AVE., SUITE 240, FULLERTON, CA 92831, TEL (714) 526-7500, www.cwecorp.com  
DRAWN BY: M. NGUYEN DATE: 2-23-22  
DESIGNED BY: C. PENDROY DATE: 2-23-22  
CHECKED BY: W. YOUNG DATE: 2-23-22

SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT  
TITLE SHEET AND GENERAL NOTES

PROJECT NO.  
15129  
SHEET  
1  
OF  
10

SBCFCD PERMIT NO. P-3201-7069  
USACE 408 PERMIT SPL-408-2018-30

FINAL SUBMITTAL



GENERAL GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF:
- A. THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT STANDARDS.
- B. THE COUNTY OF SAN BERNARDINO STANDARD PLANS.
- C. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
2. THE CONTRACTOR SHALL NOTIFY THE DISTRICT WHEN THE GRADING OPERATION IS READY FOR EACH OF THE FOLLOWING INSPECTIONS:
- A. INITIAL INSPECTION. WHEN THE PERMITEE IS READY TO BEGIN WORK, BUT NOT LESS THAN TWO DAYS BEFORE ANY CLEARING OR GRADING IS STARTED.
- B. TOE INSPECTION. AFTER THE NATURAL GROUND OR BEDROCK IS EXPOSED AND PREPARED TO RECEIVE FILL, BUT BEFORE FILL.
- C. EXCAVATION INSPECTION. AFTER THE EXCAVATION IS STARTED, BUT BEFORE THE VERTICAL DEPTH OF THE EXCAVATION.
- D. ROUGH GRADING INSPECTION. WHEN ALL ROUGH GRADING HAS BEEN COMPLETED. THIS INSPECTION MAY BE CALLED FOR AT THE COMPLETION OF ROUGH GRADING WITHOUT THE INSPECTOR NECESSARILY HAVING PREVIOUSLY REVIEWED AND APPROVED THE REQUIRED REPORTS.
- E. FINAL GRADING AND IMPROVEMENT INSPECTION. WHEN ALL WORK (INCLUDING INSTALLATION OF ALL DRAINAGE STRUCTURES, OTHER PROTECTIVE DEVICES AND ALL OTHER IMPROVEMENTS) HAS BEEN COMPLETED AND THE AS-GRADED PLAN, PROFESSIONAL CERTIFICATIONS AND THE REQUIRED REPORTS HAVE BEEN SUBMITTED.
3. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL.
4. FILLS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% (OR 95% WHERE REQUIRED) OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D1557. COMPACTED FILLS SHALL BE CERTIFIED BY THE DISTRICT.
5. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED BY THE DISTRICT PRIOR TO PLACING OF FILL.
6. FILLS SHALL BE BENCHMARKED INTO APPROVED MATERIAL AS DEEMED SUITABLE BY THE DISTRICT.
7. THE STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE DISTRICT PRIOR TO EXCAVATION.
8. ALL TRENCH BACK FILLS SHALL BE TESTED AND APPROVED BY THE DISTRICT.
9. ALL CUT SLOPES SHALL BE EVALUATED BOTH DURING AND AFTER GRADING BY THE DISTRICT TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE DISTRICT SHALL RECOMMEND NECESSARY TREATMENT TO THE CONTRACTOR.
10. NOTIFICATION OF NONCOMPLIANCE: IF, IN THE COURSE OF FULFILLING THEIR RESPONSIBILITY, THE DISTRICT FINDS THAT THE WORK IS NOT BEING DONE IN CONFORMANCE WITH THE APPROVED GRADING PLANS, THE DISCREPANCIES SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE CONTRACTOR FOR RECOMMENDATION OF CORRECTIVE MEASURES.
11. THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (DISTRICT) SHALL PROVIDE WRITTEN APPROVAL THAT THE GRADING OPERATION IS IN COMPLIANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND APPLICABLE CODES AT COMPLETION OF THE GRADING OPERATION.
12. DUST SHALL BE CONTROLLED BY WATERING USING AN APPROVED METHOD WITHOUT CREATING ANY RUNOFF FROM THE AREA.
13. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE.
14. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
15. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION, WHILE PROTECTED, ESPECIALLY DURING STORM CONDITIONS. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT. IN ALL CASES, THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL OR MANMADE DRAINAGE PATTERNS.
16. PRIOR TO FINAL APPROVAL, THE DESIGN CIVIL ENGINEER OR CONTRACTOR SHALL CERTIFY TO THE DISTRICT THE NUMBER OF CUBIC YARDS OF CUT, FILL, IMPORT, OR EXPORT MOVED DURING THE GRADING OPERATION.
17. EXPORT SOILS MUST GO TO A LEGAL DUMPSITE OR TO A LEGAL PERMITTED SITE

U.S. ARMY CORPS OF ENGINEERS

LOS ANGELES DISTRICT

SOUTHERN CALIFORNIA AREA

CHANNEL DESIGN CAPACITY REQUIREMENTS

IN ORDER TO ASSURE THAT THE PROPOSED LOCAL CHANNEL MODIFICATION DOES NOT REDUCE THE CURRENT CHANNEL DESIGN CONVEYANCE CAPACITY OR INTRODUCE POTENTIALLY UNTABLE FLOW CONDITIONS IN THE CHANNEL DURING CONSTRUCTION, THE FOLLOWING MINIMUM CHANNEL CAPACITIES ARE REQUIRED:

- FROM 15 APRIL TO 31 MAY AND 1 SEPTEMBER TO 15 OCTOBER, 33% OF THE ORIGINAL CHANNEL DESIGN CAPACITY MUST BE PRESERVED.
- FROM 15 OCTOBER TO 15 APRIL, 100% OF THE ORIGINAL CHANNEL DESIGN CAPACITY MUST BE MAINTAINED, I.E., NO WORK IN THE CHANNEL WILL BE ALLOWED UNLESS A WAIVER IS OBTAINED THROUGH THE LOS ANGELES DISTRICT CORPS OF ENGINEERS' ENGINEERING DIVISION (CESPL-ED).
- FROM 1 JUNE TO 31 AUGUST, 5% OF THE ORIGINAL CHANNEL DESIGN CAPACITY IS REQUIRED.
- IN THE EVENT THAT THE PERMIT APPLICANT PROPOSES TO AFFECT A SECTION OF THE CHANNEL THAT IS DOWNSTREAM OFF A CORPS REGULATED FLOOD CONTROL BASIN, THE APPLICANT MUST AS A MINIMUM, COORDINATE THEIR IN-CHANNEL ACTIVITIES WITH THE CORPS OF ENGINEERS' RESERVOIR REGULATION SECTION (CESPL-ED-HR).

APPROVED BY THE DISTRICT.

18. THE FEMA LEVEE CERTIFICATION IS CONSIDERED AS THE GEOTECHNICAL REPORT AND SHALL BE CONSIDERED A PART OF THE APPROVED GRADING PLAN.
19. NO DIRT, ROCK OR CONSTRUCTION MATERIAL MAY BE TRACKED OR DROPPED WITHIN THE PUBLIC RIGHTS-OF-WAY DURING THE TRANSPORTATION OF SAID MATERIAL OR EQUIPMENT ASSOCIATED WITH THE PROJECT. ANY DEBRIS IN THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY AND/OR AS DEEMED NECESSARY BY THE DISTRICT.
20. PRIOR TO ANY CONSTRUCTION THAT INVOLVES HAZARDOUS CONDITIONS, THE CONTRACTOR SHALL FIRST OBTAIN A PERMIT FROM THE STATE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (DOSH).
21. GRADING OPERATIONS SHALL OCCUR ONLY BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY. NO CONSTRUCTION ACTIVITIES SHALL BE PERMITTED OUTSIDE OF THESE PERMITTED HOURS OR ON SUNDAYS AND FEDERAL HOLIDAYS, UNLESS A TEMPORARY WAIVER HAS BEEN GRANTED BY THE DISTRICT. ANY WAIVERS SHALL TAKE INTO ACCOUNT THE IMPACT UPON THE COMMUNITY.
22. THE CONTRACTOR IS RESPONSIBLE FOR ANY SEPARATE PERMITS REQUIRED FOR WORK IN THE PUBLIC RIGHT-OF-WAY.
23. CONSTRUCTION MATERIAL AND EQUIPMENT SHALL NOT OCCUPY ANY PORTION OF THE PUBLIC RIGHT-OF-WAY, SUCH AS STREET, ALLEY OR PUBLIC SIDEWALK AT ANY TIME. TEMPORARY USE OF PUBLIC RIGHT-OF-WAY, WHENEVER REQUESTED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
24. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ALL EXISTING DAMAGED OR ALTERED PUBLIC IMPROVEMENTS AS REQUIRED BY THE DISTRICT AND THE SBCFCD PERMIT.
25. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION AND OR PERPETUATION OF ALL EXISTING MONUMENTS AND STAKES WITHIN THE CONTRACTOR'S AREA OF WORK. THE CONTRACTOR SHALL NOT DISTURB OR REMOVE ANY MONUMENTS OR STAKES WITHOUT THE PERMISSION OF THE DISTRICT, AND SHALL BEAR THE EXPENSE OF RESETTING ANY MONUMENTS OR STAKES WHICH MAY BE DISTURBED OR REMOVED WITH OR WITHOUT PERMISSION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO THE DISTRICT PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS OR STAKES. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A CALIFORNIA LICENSED LAND SURVEYOR TO RESET ALL DISTURBED OR REMOVED MONUMENTS AND STAKES OR PROVIDE WITNESS MONUMENTS, AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS CODE SECTION 8771.
26. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE OR BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES "ROT HOLES" AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF AND/OR MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURES AND/OR UTILITIES.
27. THE DISTRICT SHALL EXERCISE SUFFICIENT CONTROL DURING GRADING AND CONSTRUCTION TO INSURE COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE REQUIREMENTS WITHIN HIS PURVIEW.
28. REVISIONS TO THE PLANS ARE TO BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL. AN "AS-BUILT" GRADING PLAN SHALL BE SUBMITTED AT THE COMPLETION OF WORK.
29. COMPACTION EQUIPMENT USED TO PLACE BACKFILL BEHIND CHANNEL WALL MUST NOT EXCEED 35,000 POUNDS INCLUDING DYNAMIC FORCES FROM VIBRATOR COMPACTOR.
30. NO EQUIPMENT IN EXCESS OF H-10 HIGHWAY LOADING (AASHTO), AND NO STOCKPILING OF MATERIAL WILL BE PERMITTED ALONG THE CHANNEL WITHIN A DISTANCE OF ONE-HALF WALL HEIGHT.
31. NO EQUIPMENT IN EXCESS OF H-20 HIGHWAY LOADING WILL BE PERMITTED TO OPERATE ON THE INVERT OF THE CHANNEL. ONLY RUBBER Tired, LEGALLY LOADED EQUIPMENT SHALL BE OPERATED ON THE EXPOSED CHANNEL INVERT. IF STEEL CRAWLER TYPE EQUIPMENT IS USED, WOODEN MATTING SHALL BE PROVIDED OVER THE INVERT IN THE OPERATING AREA. LOADS FROM TRUCK VEHICLES SHALL NOT EXCEED 300 PSF ON A SURFACE AT THE BOTTOM OF THE INVERT SLAB.
32. PROVISIONS SHALL BE MADE TO PREVENT DEBRIS FROM FALLING INTO THE CHANNEL DURING CONSTRUCTION.
33. ALL STRUCTURAL DRAWINGS AND CALCULATIONS SHOULD BE STAMPED BY A PROFESSIONAL ENGINEER.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITY AND/OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITIES OF RECORD OR NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL OTHER REQUIRED PERMITS PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
3. UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT.

GENERAL STRUCTURAL NOTES

CONCRETE EXPOSURE REQUIREMENTS

ACI 318 TABLE 4.2.1 – EXPOSURE CATEGORIES AND CLASSES					
CATEGORY	SEVERITY	CLASS	CONDITION		
F  FREEZING AND THAWING	NOT APPLICABLE	F0	CONCRETE NOT EXPOSED TO FREEZING AND THAWING CYCLES		
	MODERATE	F1	CONCRETE EXPOSED TO FREEZING AND THAWING CYCLES AND OCCASIONAL EXPOSURE TO MOISTURE		
	SEVERE	F2	CONCRETE EXPOSED TO FREEZING AND THAWING CYCLES AND IN CONTINUOUS CONTACT WITH MOISTURE		
	VERY SEVERE	F3	CONCRETE EXPOSED TO FREEZING AND THAWING AND IN CONTINUOUS CONTACT WITH MOISTURE AND EXPOSED TO DEICING CHEMICALS		
S  SULFATE	NOT APPLICABLE	S0	WATER SOLUBLE SULFATE (SO <sub>4</sub> ) IN SOLUTION PERCENT BY WEIGHT	DISSOLVED SULFATE (SO <sub>4</sub> ) IN WATER, PPM	
	MODERATE	S1	SO <sub>4</sub> < 0.10	SO <sub>4</sub> < 150	
	SEVERE	S2	0.10 ≤ SO <sub>4</sub> < 0.20	150 ≤ SO <sub>4</sub> < 1500	
	VERY SEVERE	S3	0.20 ≤ SO <sub>4</sub> ≤ 2.0	1500 ≤ SO <sub>4</sub> ≤ 10,000	
P  REQUIRED LOW PERMEABILITY	NOT APPLICABLE	P0	IN CONTACT W/ WATER WHERE LOW PERMEABILITY IS NOT REQUIRED		
	REQUIRED	P1	IN CONTACT W/ WATER WHERE LOW PERMEABILITY IS REQUIRED		
C  CORROSION PROTECTION OF REINFORCEMENT	NOT APPLICABLE	C0	CONCRETE DRY OR PROTECTED FROM MOISTURE		
	MODERATE	C1	CONCRETE EXPOSED TO MOISTURE, BUT NOT TO EXTERNAL SOURCES OF CHLORIDE		
	SEVERE	C2	CONCRETE EXPOSED TO MOISTURE AND AN EXTERNAL SOURCES OF CHLORIDES FROM DEICING CHEMICALS, SALT BRACKISH WATER, SEAWATER, OR SPRAY FROM THESE SOURCES		

ACI 318 TABLE 4.3.1 — REQUIREMENTS FOR CONCRETE BY EXPOSURE CLASS								
EXPOSURE CLASS	MAX W/C	MIN f <sub>c</sub>	ADDITIONAL MINIMUM REQUIREMENTS					
			AIR CONTENT				LIMITS ON CEMENTITIOUS MATERIALS	
F0	N/A	2500	N/A				N/A	
F1	0.45	4500	PER TABLE 4.4.1 — ACI 318–08				N/A	
F2	0.45	4500	PER TABLE 4.4.1 — ACI 318–08				N/A	
F3	0.45	4500	PER TABLE 4.4.1 — ACI 318–08				PER TABLE 4.4.2 ACI 318–08	
			CEMENTITIOUS MATERIALS — TYPES				CALCIUM CHLORIDE ADMIXTURE	
				ASTM C595	ASTM C1157			
S0	N/A	2500	NO TYPE RESTRICTION	NO TYPE RESTRICTION	NO TYPE RESTRICTION	NO TYPE RESTRICTION		
S1	0.50	4000	I <sub>2.5</sub>	IP (MS) IS(<70) (MS)	MS	NO RESTRICTION		
S2	0.45	4500	V <sub>3</sub>	IP (HS) IS(<70) (HS)	HS	NOT PERMITTED		
S3	0.45	4500	V PLUS POZZOLAN OR SLAG <sub>4</sub>	IP(HS) PLUS POZZOLAN OR SLAG <sub>4</sub> OR IS(<70) (HS) PLUS POZZOLAN OR SLAG <sub>4</sub>	HS PLUS POZZOLAN OR SLAG <sub>4</sub>	NOT PERMITTED		
P0	N/A	2500	NONE					
P1	0.50	4000	NONE					
			MAXIMUM WATER SOLUBLE CHLORIDE ION (CL <sup>-</sup> ) CONTENT IN CONCRETE, PERCENT BY WEIGHT OF CEMENTS		RELATED PROVISIONS			
			REINFORCED CONCRETE	REINFORCED CONCRETE				
C0	N/A	2500	1.00	0.06	NONE			
C1	N/A	2500	0.30	0.06				
C2	0.40	5000	0.15	0.06				
ACI 318, 7.7.6 & 16.16g								
1. ALTERNATIVE COMBINATIONS OF CEMENTITIOUS MATERIALS OF THOSE LISTED IN TABLE 4.3.1 SHALL BE PERMITTED WHEN TESTED FOR SULFATE RESISTANCE AND MEETING CRITERIA IN 4.5.1.								
2. FOR SEAWATER OR BRACKISH WATER EXPOSURE, OTHER TYPES OF PORTLAND CEMENTS WITH TRICALCIUM ALUMINATE (C3A) CONTENTS UP TO 10 PERCENT ARE PERMITTED IF THE W/C DOES NOT EXCEED 0.40.								
3. OTHER AVAILABLE TYPES OF CEMENT SUCH AS TYPE III OR TYPE I ARE PERMITTED IN EXPOSURE CLASSES S1 OR S2 IF THE C3A CONTENTS ARE LESS THAN 8 OR 5 PERCENT, RESPECTIVELY.								
4. THE AMOUNT OF THE SPECIFIC SOURCE OF THE POZZOLAN OR SLAG TO BE USED SHALL NOT BE LESS THAN THE AMOUNT THAT HAS BEEN DETERMINED BY SERVICE RECORD TO IMPROVE SULFATE RESISTANCE WHEN USED IN CONCRETE CONTAINING TYPE V CEMENT. ALTERNATIVELY, THE AMOUNT OF THE SPECIFIC SOURCE OF THE POZZOLAN OR SLAG TO BE USED SHALL NOT BE LESS THAN THE AMOUNT TESTED IN ACCORDANCE WITH ASTM C1012 AND MEETING THE CRITERIA IN 4.5.1.								
5. WATER-SOLUBLE CHLORIDE ION CONTENT THAT IS CONTRIBUTED FROM THE INGREDIENTS INCLUDING WATER, AGGREGATES, CEMENTITIOUS MATERIALS, AND ADMIXTURES SHALL BE DETERMINED ON THE CONCRETE MIXTURE BY ASTM C1218 AT AGE BETWEEN 28 AND 42 DAYS.								
6. REQUIREMENTS OF 7.7.6 SHALL BE SATISFIED. SEE 18.16 FOR UNBOUNDED TENDONS.								

REINFORCING STEEL

1. REINFORCING STEEL SHALL BE ASTM A615, GRADE 60
2. SHOP DRAWINGS SHALL COMPLY WITH ACI 315, PART 8. SHOW REINFORCING STEEL PLACEMENT INCLUDING SIZES, QUANTITIES, SPACING, CLEARANCES, SPLICE LOCATIONS, LAP LENGTHS, AND CONCRETE COVERAGE AND SUBMIT TO DISTRICT. PROMPTLY NOTIFY DISTRICT PRIOR TO DEVELOPING SHOP DRAWINGS IF INSUFFICIENT CLEAR DISTANCES BETWEEN REINFORCING STEEL AND OTHER CONGESTION IS ENCOUNTERED. NOTIFY DISTRICT OF ADJUSTMENTS MADE FROM APPROVED CONTRACT DOCUMENTS WHICH ARE INDICATED ON ACCEPTED SHOP DRAWINGS THAT FACILITATE FIELD PLACEMENT OF REINFORCING STEEL AND CONCRETE.
3. DIMENSIONS FROM FACE OF CONCRETE TO STEEL ARE TO THE NEAREST EDGE OF THE BAR AND SHALL BE AS INDICATED ON THE DRAWINGS.
4. MINIMUM REINFORCING STEEL CLEAR COVER IN CONCRETE SHALL CONFORM TO TABLE 2-1 OF THE USACE EM 1110-2-2104. THE DIVERTER WALLS SHALL HAVE 4" MINIMUM COVER. ALL OTHER WALLS AND SLAB FOUNDATION SHALL HAVE 3" MINIMUM COVER.
5. ALL LAP SPLICES SHALL CONFORM TO ACI 318-95. LONGITUDINAL STEEL SHALL BE LAPSED 24 BAR DIAMETERS AT SPLICES. TRANSVERSE STEEL SHALL BE LAPSED 50 BAR DIAMETERS AT SPLICES.
6. MINIMUM CLEARANCES BETWEEN PARALLEL REINFORCING STEEL INCLUDING DISTANCE BETWEEN SETS OF SPLICED BARS SHALL BE 1" OR 1 BAR DIAMETER, WHICHEVER IS GREATER.

CONCRETE

1. CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
2. CONCRETE AGGREGATE SHALL BE NATURAL SAND AND ROCK (150 LB/CU. FT) CONFORMING TO ASTM C33. AGGREGATE SHALL HAVE PROVEN SHRINKAGE CHARACTERISTICS OF LESS THAN 0.04% PER ASTM C-157. DO NOT CHANGE SOURCE OF AGGREGATE DURING COURSE OF WORK WITHOUT WRITTEN CONSENT OF ENGINEER.
3. CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150. CEMENT SHALL BE TYPE V OR AS REQUIRED TO SATISFY SITE SOIL CONDITIONS. REFER TO ACI 318 TABLES 19.3.1.1 OR 19.3.2.1 FOR EXPOSURE CATEGORIES, CLASSES AND REQUIREMENTS FOR CONCRETE BY EXPOSURE CLASS RESPECTIVELY. USE MINIMUM OF SIX (6) SACKS OF CEMENT PER CUBIC YARD OF CONCRETE, OR AS DIRECTED IN SPECIFICATIONS.
4. VIBRATION OF CONCRETE SHALL BE IN ACCORDANCE WITH GENERAL PROVISIONS OUTLINED IN PORTLAND CEMENT ASSOCIATION SPECIFICATION ST26.
5. CONCRETE CURING SHALL BE MAINTAINED AT A MOIST CONDITION FOR A MINIMUM OF FIVE DAYS AFTER PLACEMENT. FOR CONCRETE OTHER THAN SLAB ON GRADE, APPROVED CURING COMPOUNDS MAY BE USED IN LIEU OF MOIST CURING ONLY IF APPROVED BY THE ENGINEER
6. ANCHOR BOLTS SHALL BE FIXED AT LOCATIONS NOTED ON THE DRAWINGS AND SHALL BE HAMMER DRILLED DRY AND CEMENTED IN PLACE WITH HILTI HIT-HY 200 MORTAR INJECTION SYSTEM (OR EQUIVALENT).
7. CONSTRUCTION AND POUR JOINTS LOCATIONS SHALL BE APPROVED BY ENGINEER PRIOR TO POURING CONCRETE.
8. FORMWORK TOLERANCE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE AND ACI STANDARDS.

WELDING

1. ALL WELDING TO COMPLY WITH THE SPECIFICATIONS OF THE AWS CODE, 1.5.
2. ALL WELDS SHALL BE SHOP FABRICATED PER SUBMITTED SHOP DRAWINGS UNLESS FIELD CONDITIONS DICTATE FIELD WELDS
3. SHOP DRAWINGS MUST CONTAIN THE PROPER WELDING PROCEDURE SPECIFICATION (WPS) FOR SHOP FABRICATION AND FIELD WELDING.

PLAN INDEX

DESCRIPTION	SHT. NO.
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CROSS SECTION AND DETAILS	5
CATWALK PLAN AND DETAILS	6
WALLS PLAN AND DETAILS	7
DETAILS	8
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HORIZONTAL CONTROL PLAN	10

LEGEND

	2.5' THICK LAYER DRIVEABLE RIPRAP
	2.5' THICK LAYER UN-GROUTED LOCAL ROCK
	2.5' THICK LAYER GROUTED RIPRAP
	1/2 TON LOOSE RIPRAP
	PCC SLAB
	CATWALK GRATING
	TRASH RACK
	LIMITS OF WORK
	LIMITS OF GRADING
	PCC CUT-OFF WALL
	RIPRAP TOE DOWN AND LIMITS OF GROUTED RIPRAP
	LIMITS OF UNGROUTED RIPRAP
	EXISTING PCC DIVERSION CHANNEL WALL

ABBREVIATIONS

CLR	CLEAR
CONC	CONCRETE
CJ	CONSTRUCTION JOINT
E	EASTING
ELEV	ELEVATION
EX	EXISTING
FS	FINISHED SURFACE
INV	INVERT
L	LEFT
LOL	LAYOUT LINE
MIN	MINIMUM
N	NORTHING
O.C.	ON CENTER
OFF	OFFSET
OG	ORIGINAL GROUND
PCC	PORTLAND CONCRETE CEMENT
PR	PROPOSED
REIN.	REINFORCED
SBCFCD	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
SPFWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
STA	STATION
STD	STANDARD
TF	TOP OF FOOTING
TW	TOP OF WALL
(TYP)	TYPICAL
Z	ELEVATION

SBCFCD PERMIT NO. P-3201-7069  
USACE 408 PERMIT SPL-408-2018-30

SAN BERNARDINO VALLEY  
WATER CONVERSATION DISTRICT

MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT

GENERAL NOTES

PROJECT NO.  
15129

SHEET  
2

OF  
10

FINAL SUBMITTAL

UNDERGROUND SERVICE  
ALERT



BENCHMARK

BM NO. NGS 449 (EV1475) ELEVATION = 2021.83 FEET  
(NAVD 88) YUCAIPA (1996)  
BENCH MARK DISK STAMPED S 449 1949 SET IN BUILDING WALL 2 MILES E. FROM MENTONE, 1.95 MILES E. ALONG STATE HWY 38 FROM THE POST OFFICE AT MENTONE, 4.1 MILES E/O THE CURRIER GYMNASIUM OF THE UNIVERSITY OF REDLANDS AT REDLANDS. AT THE INT. OF GARNET ST, AT THE GREEN SPOT TRADING POST FLYING SERVICE STATION, SET VERTICALLY IN THE N.W. FACE OF THE SERVICE STATION BUILDING, 1.3' S.W. OF THE N.W. CORNER OF THE BUILDING, AND 2.6' ABOVE THE GROUND.

COORDINATES ARE BASED UPON NAD 83, STATE PLAN COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

7					
6					
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4					
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2					
1					
NO.	DATE	REVISIONS			APPROVED

SUBMITTED BY:   
WILLIAM F. YOUNG, PE, RCE NO. 36715  
DATE: 2-23-22

SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT

REVIEWED AND  
APPROVED BY:   
EDWIN EGEBERG, PE, RCE NO. 45960  
DATE: 2-23-22

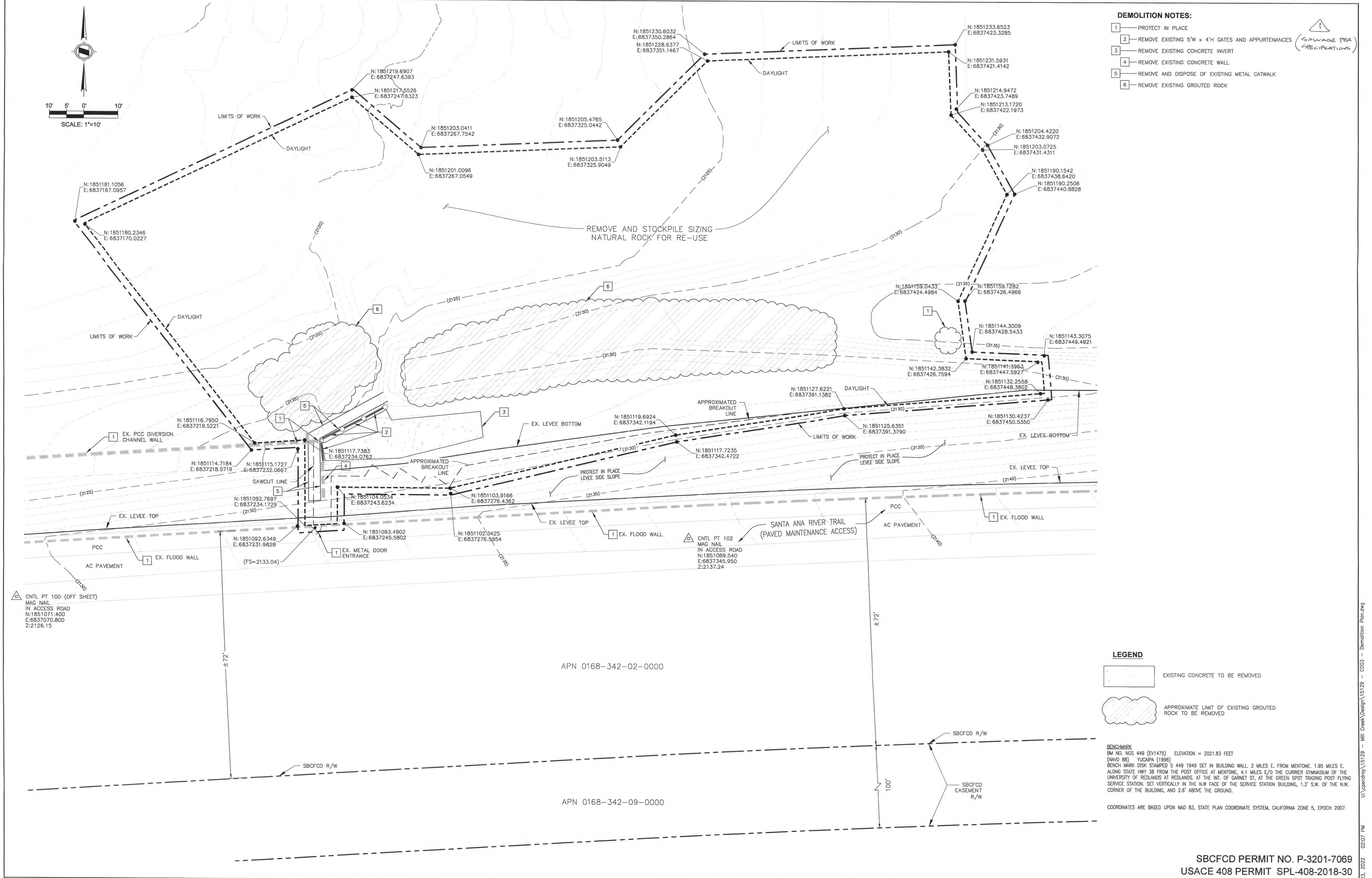


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TEL (714) 526-7500  
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DRAWN BY: M. NGUYEN	DATE: 2-23-22
DESIGNED BY: C. PENDROY	DATE: 2-23-22
CHECKED BY: W. YOUNG	DATE: 2-23-22





- DEMOLITION NOTES:**
- 1 PROTECT IN PLACE
  - 2 REMOVE EXISTING 5'W x 4'H GATES AND APPURTENANCES (SALVAGE PER SPECIFICATIONS)
  - 3 REMOVE EXISTING CONCRETE INVERT
  - 4 REMOVE EXISTING CONCRETE WALL
  - 5 REMOVE AND DISPOSE OF EXISTING METAL CATWALK
  - 6 REMOVE EXISTING GROUTED ROCK

**LEGEND**

EXISTING CONCRETE TO BE REMOVED

APPROXIMATE LIMIT OF EXISTING GROUTED ROCK TO BE REMOVED

**BENCHMARK**  
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COORDINATES ARE BASED UPON NAD 83, STATE PLAN COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

**UNDERGROUND SERVICE ALERT**

CALL TOLL FREE 1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

BM NO. NGS 449 (EV1475) ELEVATION = 2021.83 FEET (NAVD 88) YUCAIPA (1996)

BENCH MARK DISK STAMPED S 449 1949 SET IN BUILDING WALL 2 MILES E. FROM MENTONE, 1.95 MILES E. ALONG STATE HWY 38 FROM THE POST OFFICE AT MENTONE, 4.1 MILES E/O THE CURRIER GYMNASIUM OF THE UNIVERSITY OF REDLANDS AT REDLANDS, AT THE INT. OF GARNET ST, AT THE GREEN SPOT TRADING POST FLYING SERVICE STATION. SET VERTICALLY IN THE N.W. FACE OF THE SERVICE STATION BUILDING, 1.3' S.W. OF THE N.W. CORNER OF THE BUILDING, AND 2.6' ABOVE THE GROUND.

COORDINATES ARE BASED UPON NAD 83, STATE PLAN COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

NO.	DATE	REVISIONS	APPROVED	DATE
7				
6				
5				
4				
3				
2				
1	7/28/22	ADDED SALVAGE TO NOTE	EPF	7/28/22

SUBMITTED BY: *William F. Young* DATE: 2-23-22

WILLIAM F. YOUNG, P.E. RCE No. 35715

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

REVIEWED AND APPROVED BY: *C. Pendroy* DATE: 2-23-22

GEORGE FORBESON, P.E. RCE No. 49090

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**CWE**

DRAWN BY: M. NGUYEN DATE: 2-23-22

DESIGNED BY: C. PENDROY DATE: 2-23-22

CHECKED BY: W. YOUNG DATE: 2-23-22

**SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**

MILL CREEK DIVERSION AND DEBRIS MANAGEMENT IMPROVEMENT

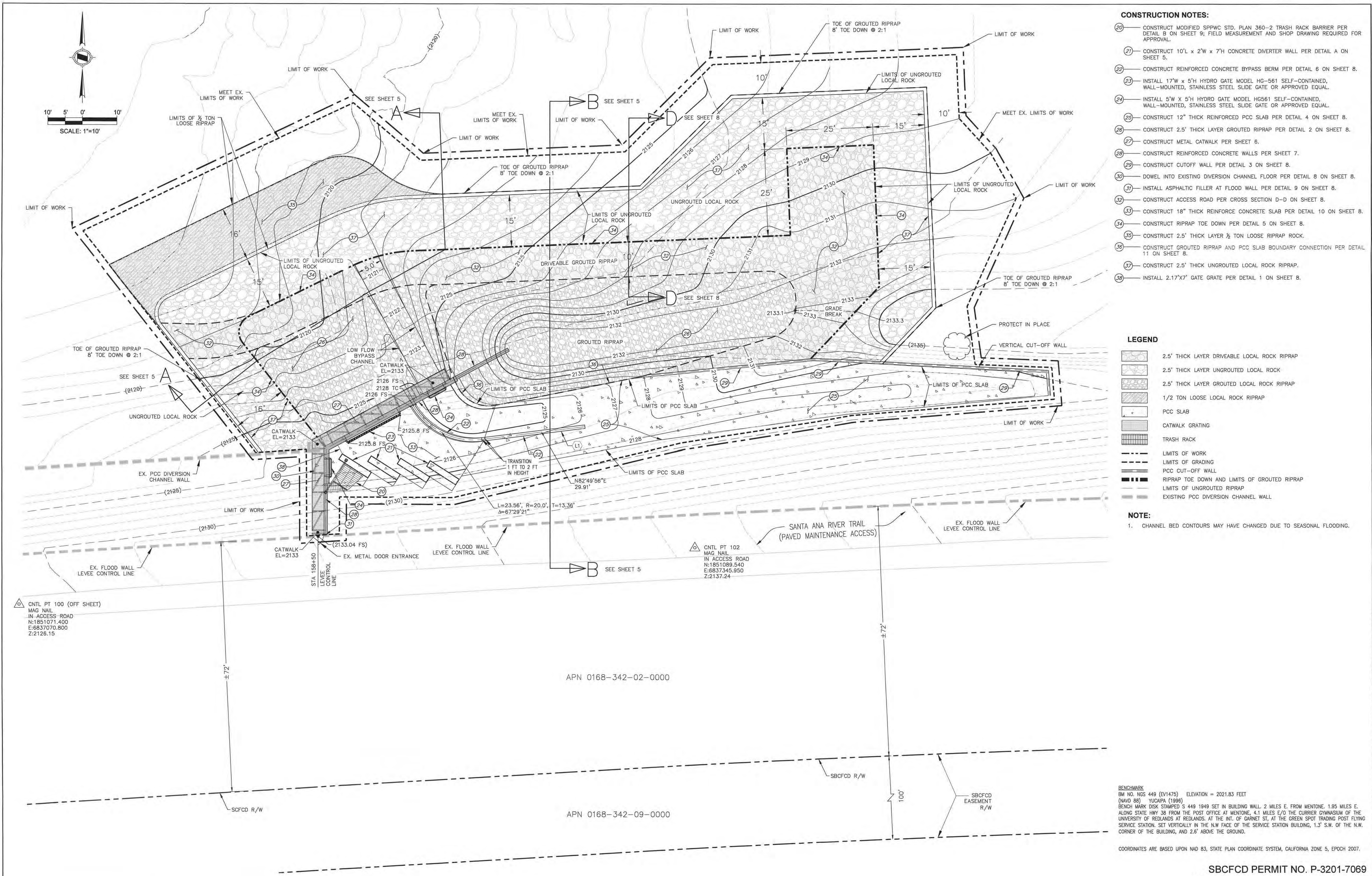
DEMOLITION PLAN

PROJECT NO. 15129

SHEET 3 OF 10

FINAL SUBMITTAL





**UNDERGROUND SERVICE ALERT**  
CALL TOLL FREE  
**1-800-227-2600**  
TWO WORKING DAYS BEFORE YOU DIG

**BENCHMARK**  
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SUBMITTED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. REG. NO. 36715  
SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
REVIEWED AND APPROVED BY: *C. Pendroy* DATE: 2-23-22  
ERIN FERGUSON, P.E. REG. NO. 49060

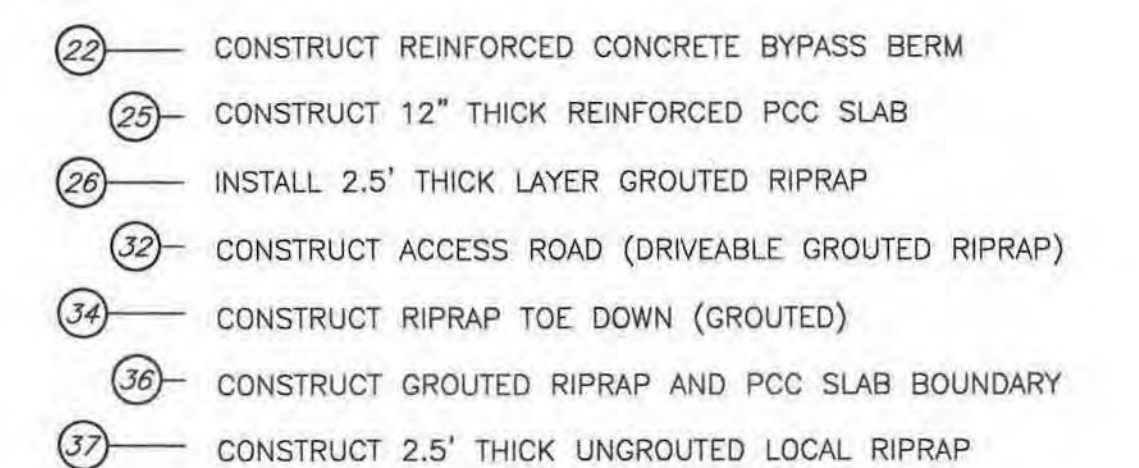
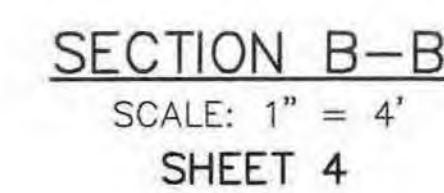
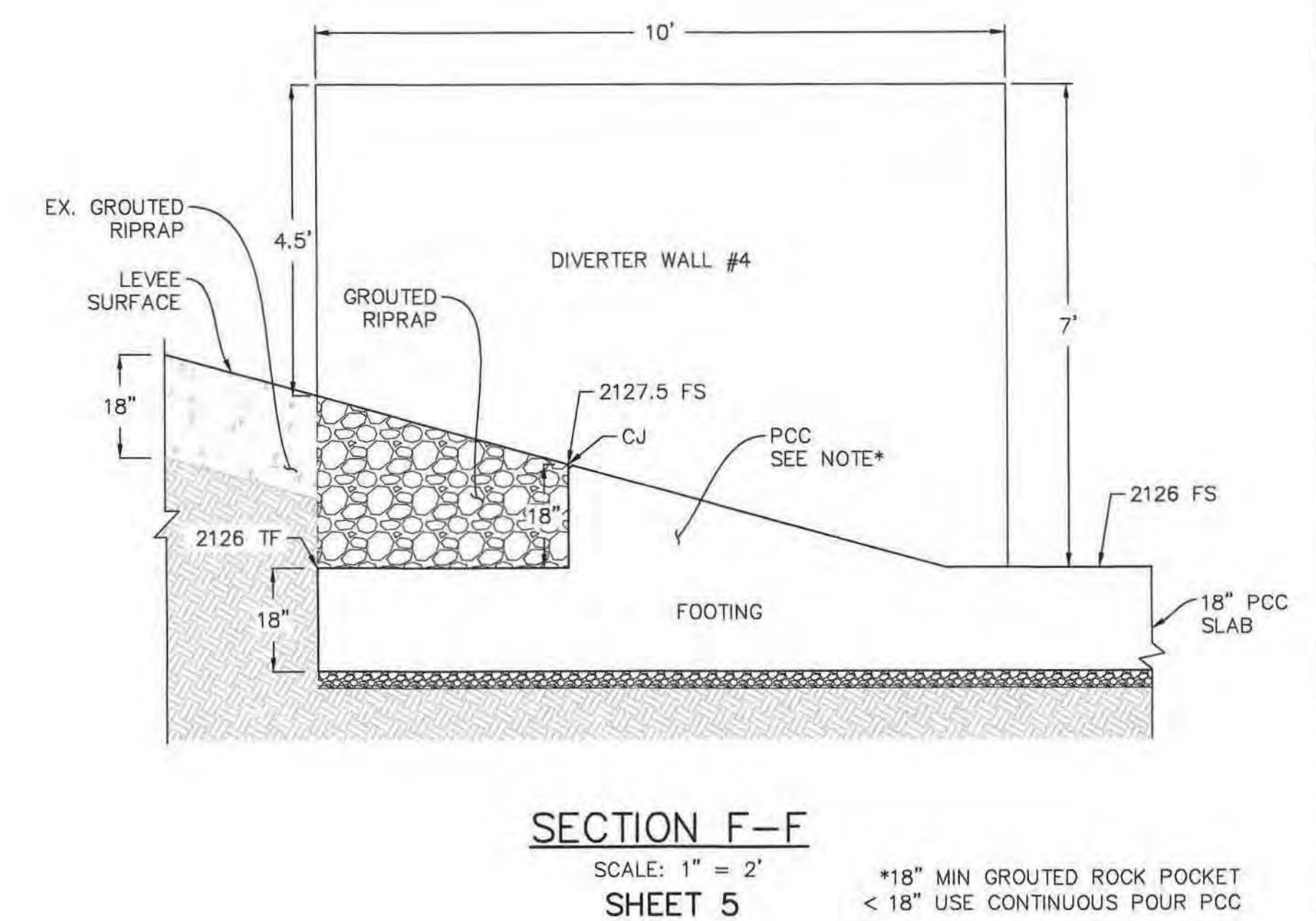
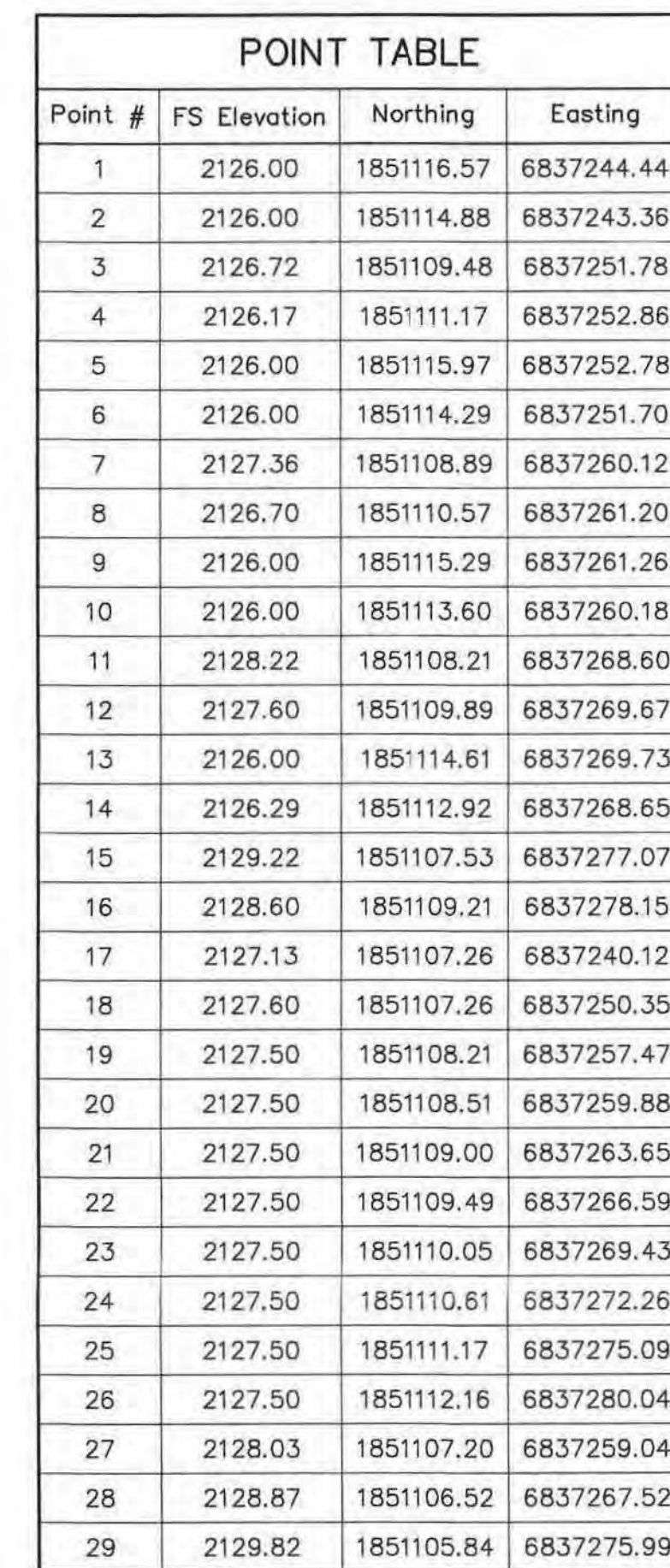
PREPARED BY: 1561 E. ORANGETHORPE AVE., SUITE 240, FULLERTON, CA 92831, TEL (714) 526-7500, www.cwecorp.com  
DRAWN BY: M. NGUYEN DATE: 2-23-22  
DESIGNED BY: C. PENDROY DATE: 2-23-22  
CHECKED BY: W. YOUNG DATE: 2-23-22

**SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT**  
MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT  
GRADING PLAN

PROJECT NO. 15129  
SHEET 4 OF 10

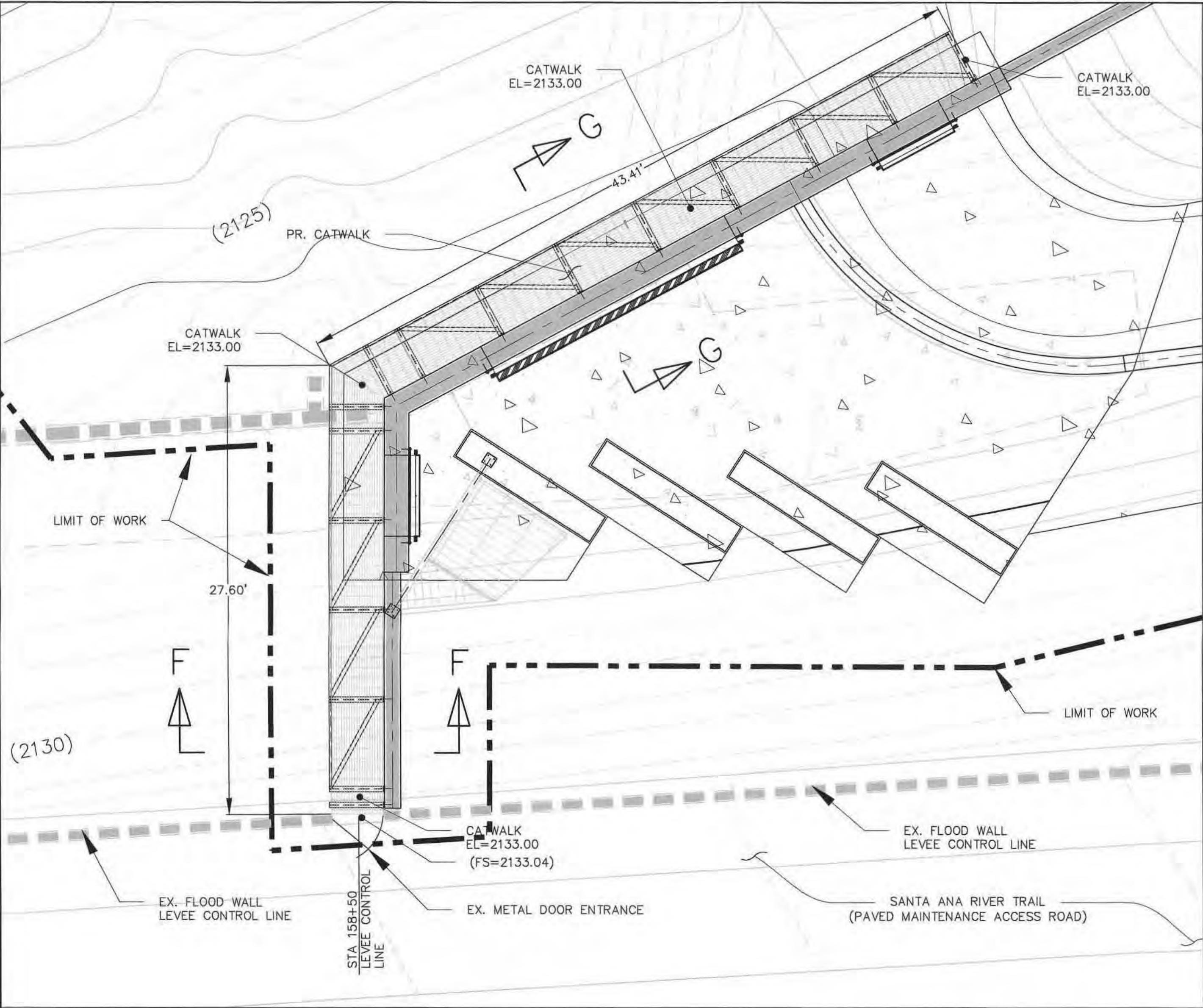
- CONSTRUCTION NOTES:**
- 20. CONSTRUCT MODIFIED SPWVC STD. PLAN 360-2 TRASH RACK BARRIER PER DETAIL B ON SHEET 9; FIELD MEASUREMENT AND SHOP DRAWING REQUIRED FOR APPROVAL.
  - 21. CONSTRUCT 10'L x 2'W x 7'H CONCRETE DIVERTER WALL PER DETAIL A ON SHEET 5.
  - 22. CONSTRUCT REINFORCED CONCRETE BYPASS BERM PER DETAIL 6 ON SHEET 8.
  - 23. INSTALL 17'W x 5'H HYDRO GATE MODEL HG-561 SELF-CONTAINED, WALL-MOUNTED, STAINLESS STEEL SLIDE GATE OR APPROVED EQUAL.
  - 24. INSTALL 5'W x 5'H HYDRO GATE MODEL HG561 SELF-CONTAINED, WALL-MOUNTED, STAINLESS STEEL SLIDE GATE OR APPROVED EQUAL.
  - 25. CONSTRUCT 12" THICK REINFORCED PCC SLAB PER DETAIL 4 ON SHEET 8.
  - 26. CONSTRUCT 2.5' THICK LAYER GROUTED RIPRAP PER DETAIL 2 ON SHEET 8.
  - 27. CONSTRUCT METAL CATWALK PER SHEET 6.
  - 28. CONSTRUCT REINFORCED CONCRETE WALLS PER SHEET 7.
  - 29. CONSTRUCT CUTOFF WALL PER DETAIL 3 ON SHEET 8.
  - 30. DOWEL INTO EXISTING DIVERSION CHANNEL FLOOR PER DETAIL 8 ON SHEET 8.
  - 31. INSTALL ASPHALTIC FILLER AT FLOOD WALL PER DETAIL 9 ON SHEET 8.
  - 32. CONSTRUCT ACCESS ROAD PER CROSS SECTION D-D ON SHEET 8.
  - 33. CONSTRUCT 18" THICK REINFORCE CONCRETE SLAB PER DETAIL 10 ON SHEET 8.
  - 34. CONSTRUCT RIPRAP TOE DOWN PER DETAIL 5 ON SHEET 8.
  - 35. CONSTRUCT 2.5' THICK LAYER 1/2 TON LOOSE RIPRAP ROCK.
  - 36. CONSTRUCT GROUTED RIPRAP AND PCC SLAB BOUNDARY CONNECTION PER DETAIL 11 ON SHEET 8.
  - 37. CONSTRUCT 2.5' THICK UNGROUTED LOCAL ROCK RIPRAP.
  - 38. INSTALL 2.17'x7' GATE GRATE PER DETAIL 1 ON SHEET 8.
- LEGEND**
- 2.5' THICK LAYER DRIVEABLE LOCAL ROCK RIPRAP
  - 2.5' THICK LAYER UNGROUTED LOCAL ROCK
  - 2.5' THICK LAYER GROUTED LOCAL ROCK RIPRAP
  - 1/2 TON LOOSE LOCAL ROCK RIPRAP
  - PCC SLAB
  - CATWALK GRATING
  - TRASH RACK
  - LIMITS OF WORK
  - LIMITS OF GRADING
  - PCC CUT-OFF WALL
  - RIPRAP TOE DOWN AND LIMITS OF GROUTED RIPRAP
  - LIMITS OF UNGROUTED RIPRAP
  - EXISTING PCC DIVERSION CHANNEL WALL
- NOTE:**
- 1. CHANNEL BED CONTOURS MAY HAVE CHANGED DUE TO SEASONAL FLOODING.





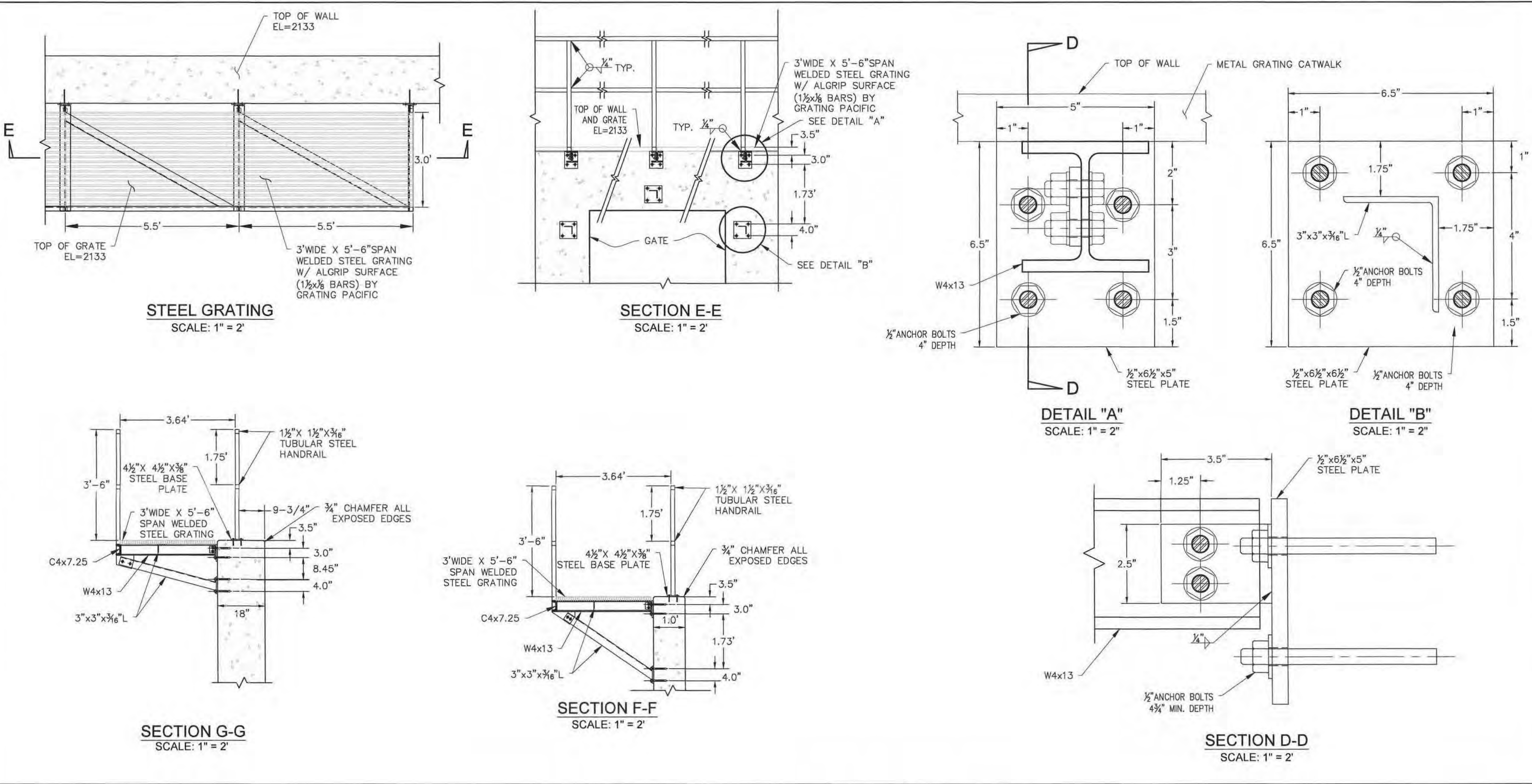
FINAL SUBMITTAL





CATWALK - SITE PLAN

SCALE: 1"=5'



CATWALK DETAILS AND SECTIONS

**UNDERGROUND SERVICE ALERT**  
CALL TOLL FREE  
**1-800-227-2600**  
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK  
BM NO. NGS 449 (EV1475) ELEVATION = 2021.83 FEET  
(NAVD 88) YUCAIPA (1996)  
BENCH MARK DISK STAMPED S 449 1949 SET IN BUILDING WALL, 2 MILES E. FROM MENTONE, 1.95 MILES E. ALONG STATE HWY 38 FROM THE POST OFFICE AT MENTONE, 4.1 MILES E/O THE CURRIER GYMNASIUM OF THE UNIVERSITY OF REDLANDS AT REDLANDS, AT THE INT. OF GARNET ST., AT THE GREEN SPOT TRADING POST FLYING SERVICE STATION, SET VERTICALLY IN THE N.W. FACE OF THE SERVICE STATION BUILDING, 1.3' S.W. OF THE N.W. CORNER OF THE BUILDING, AND 2.6' ABOVE THE GROUND.  
COORDINATES ARE BASED UPON NAD 83, STATE PLAN COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

NO.	DATE	REVISIONS	APPROVED	DATE
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SUBMITTED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. RCE No. 39715  
SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
REVIEWED AND APPROVED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. RCE No. 49060



PREPARED BY: 1561 E. ORANGETHORPE AVE., SUITE 240, FULLERTON, CA 92831, TEL (714) 526-7500, www.cwecorp.com  
DRAWN BY: M. NGUYEN DATE: 2-23-22  
DESIGNED BY: C. PENDROY DATE: 2-23-22  
CHECKED BY: W. YOUNG DATE: 2-23-22

**SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT**  
MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT  
CATWALK PLAN AND DETAILS

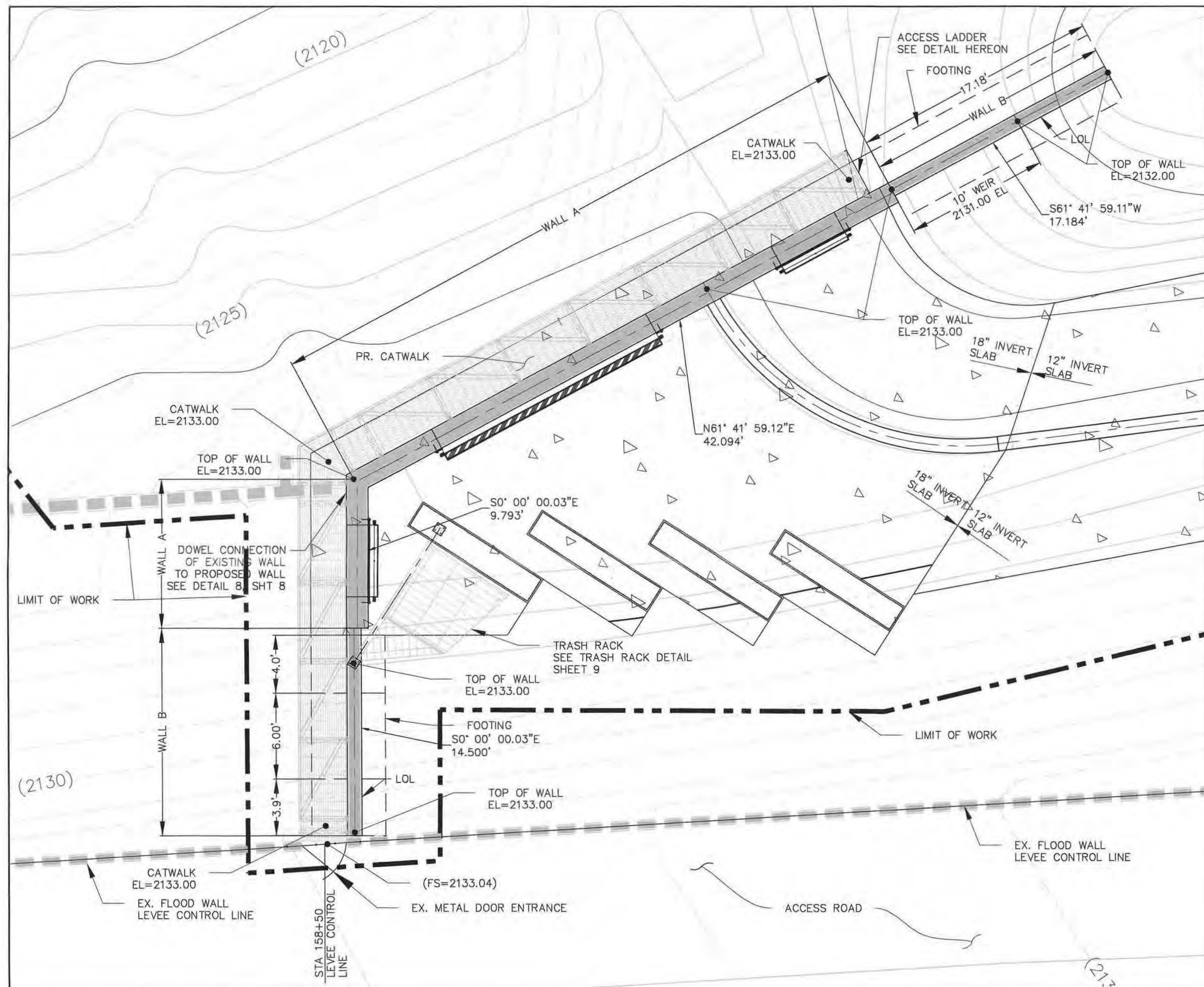
PROJECT NO.  
15129  
SHEET  
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SBCFCD PERMIT NO. P-3201-7069  
USACE 408 PERMIT SPL-408-2018-30

FINAL SUBMITTAL

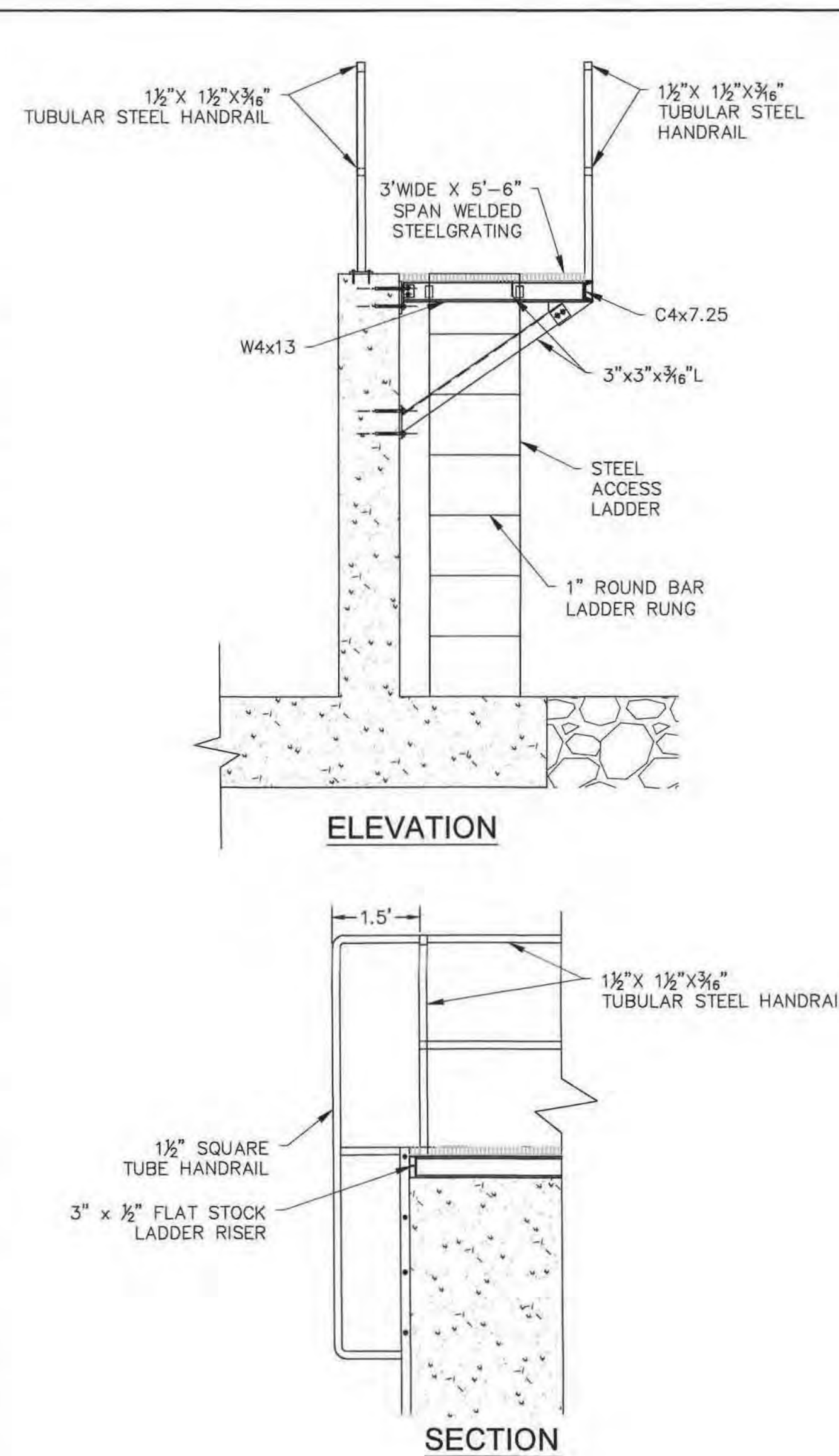
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Plotted by: Cpendroy





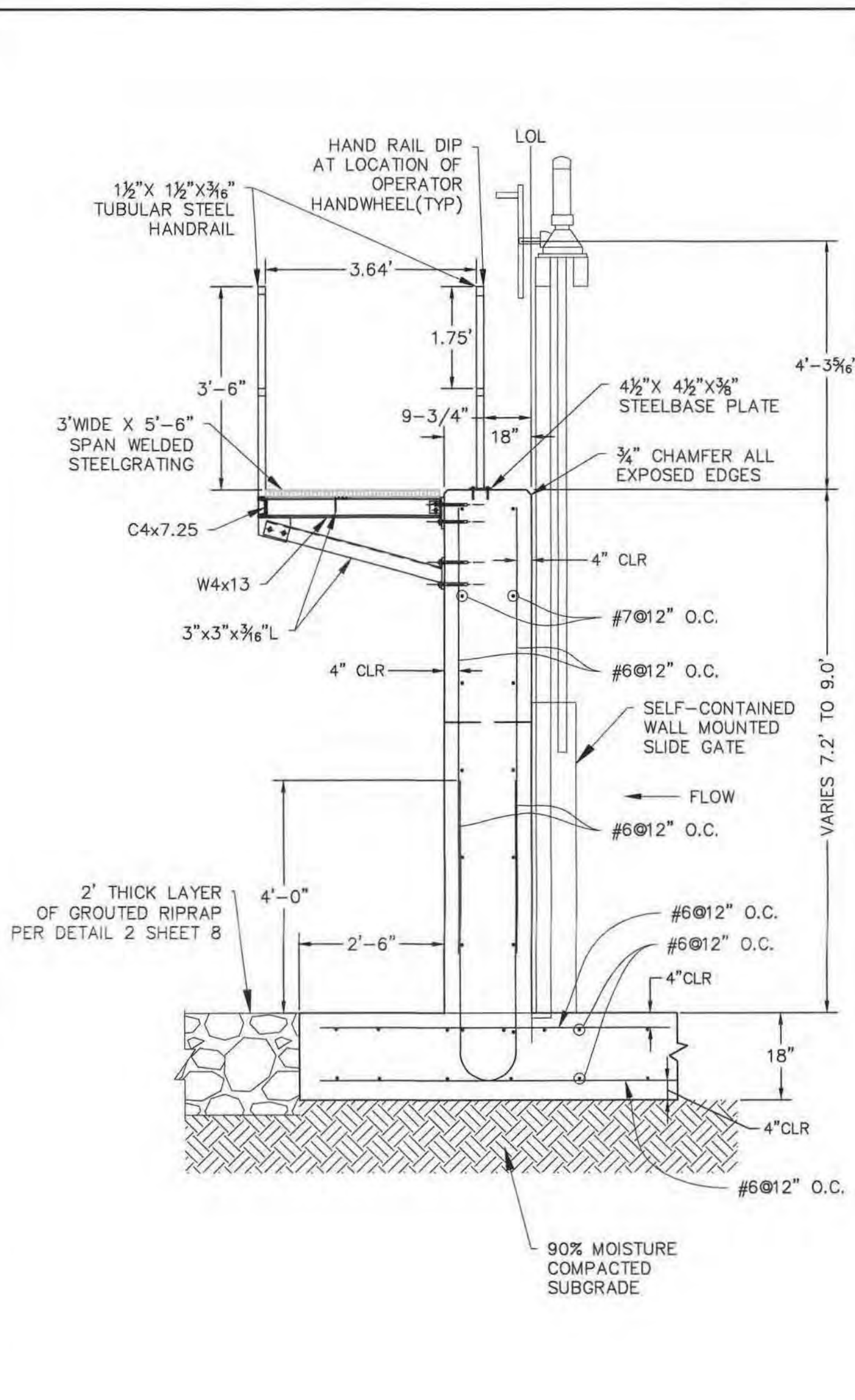
GATE WALL - SITE PLAN

SCALE: 1"=5'



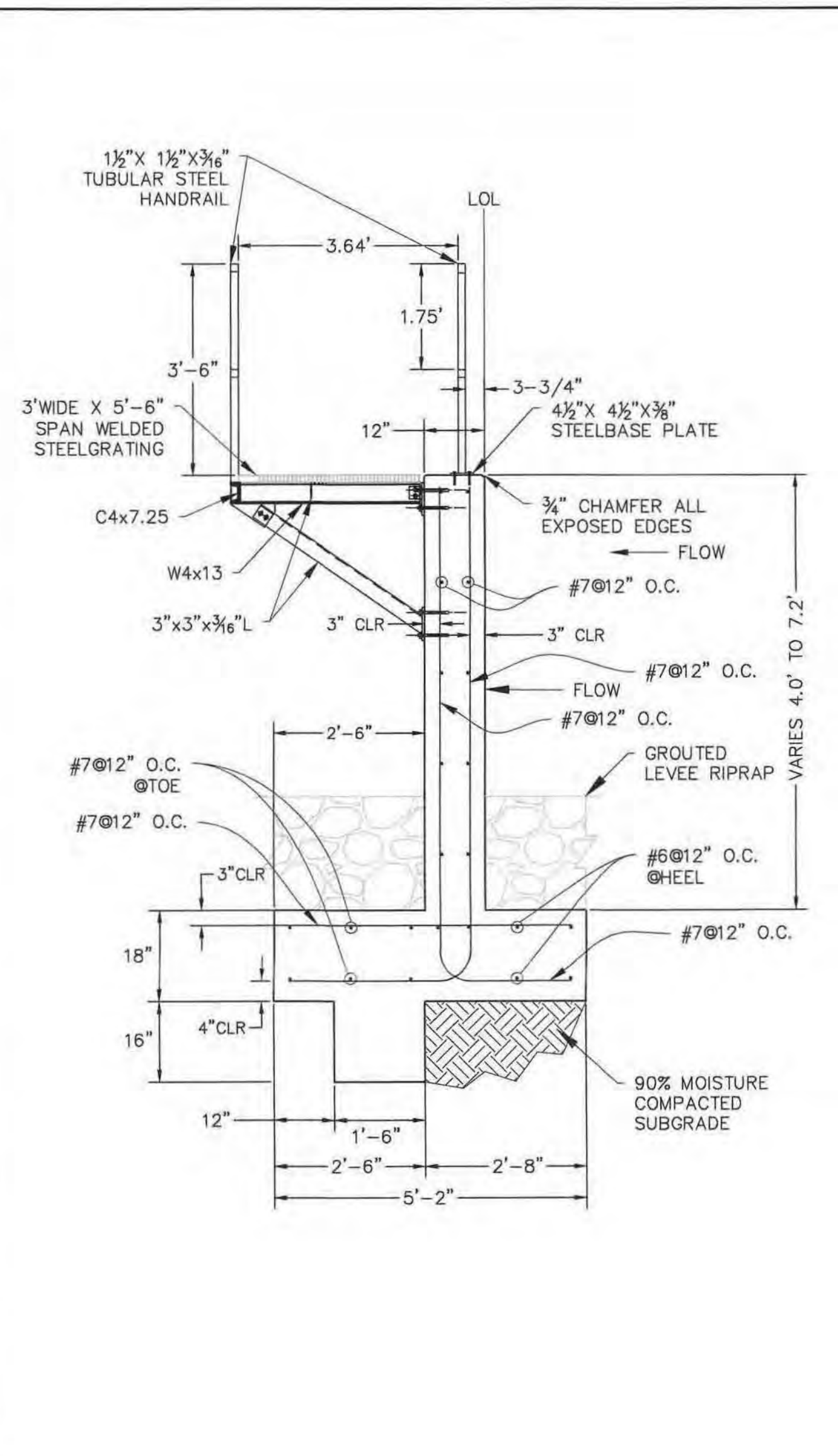
LADDER DETAIL

SCALE: 1"=2'



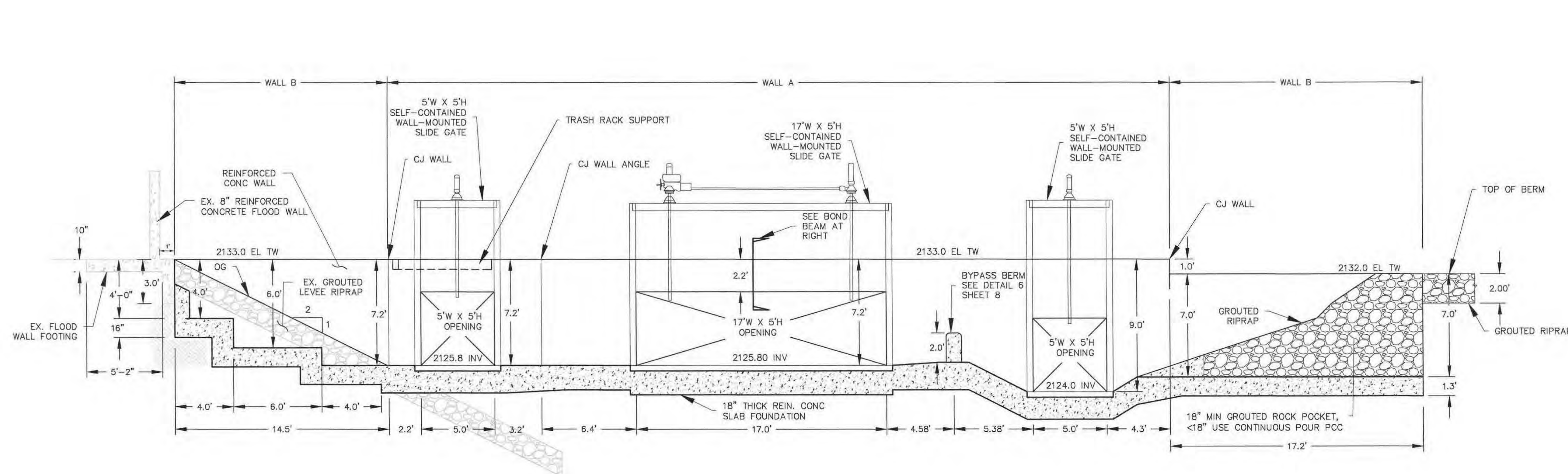
WALL - A

SCALE: 1"=2'



WALL - B

SCALE: 1"=2'



REINFORCED CONCRETE WALL PROFILE

SCALE: 1"=4'

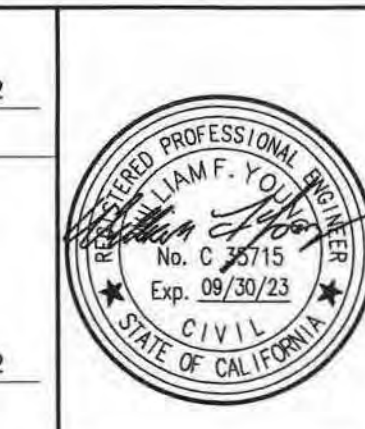
SBCFCD PERMIT NO. P-3201-7069  
USACE 408 PERMIT SPL-408-2018-30



BENCH MARK  
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COORDINATES ARE BASED UPON NAD 83, STATE PLAN COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

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NO.	DATE	REVISIONS	APPROVED	DATE	

SUBMITTED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. REG. NO. 35715  
  
SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
  
REVIEWED AND  
APPROVED BY: *C. Pendroy* DATE: 2-23-22  
CIVIL ENGINEER, P.E. REG. NO. 49060

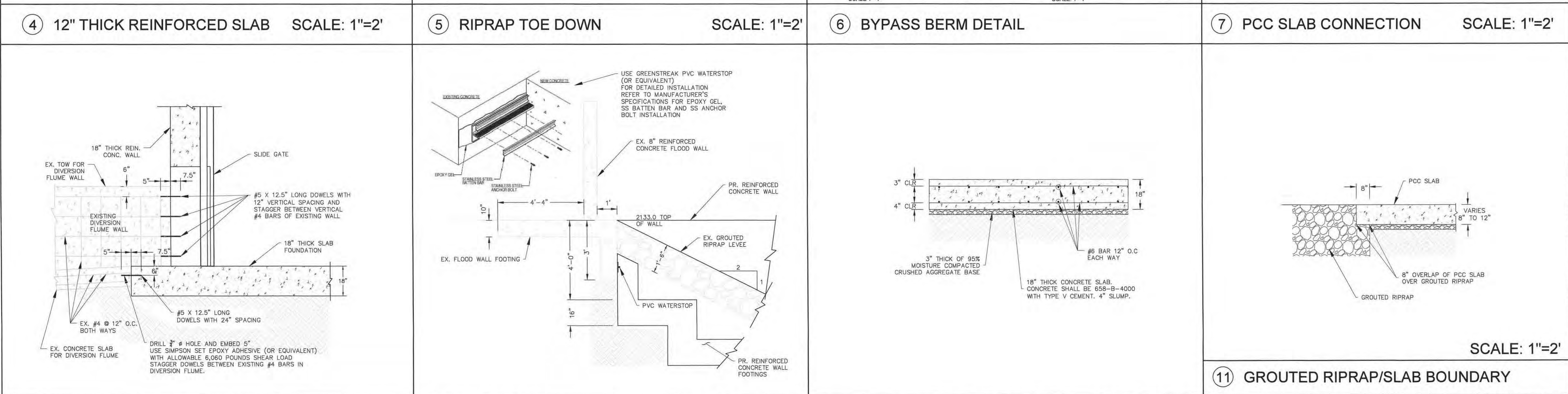
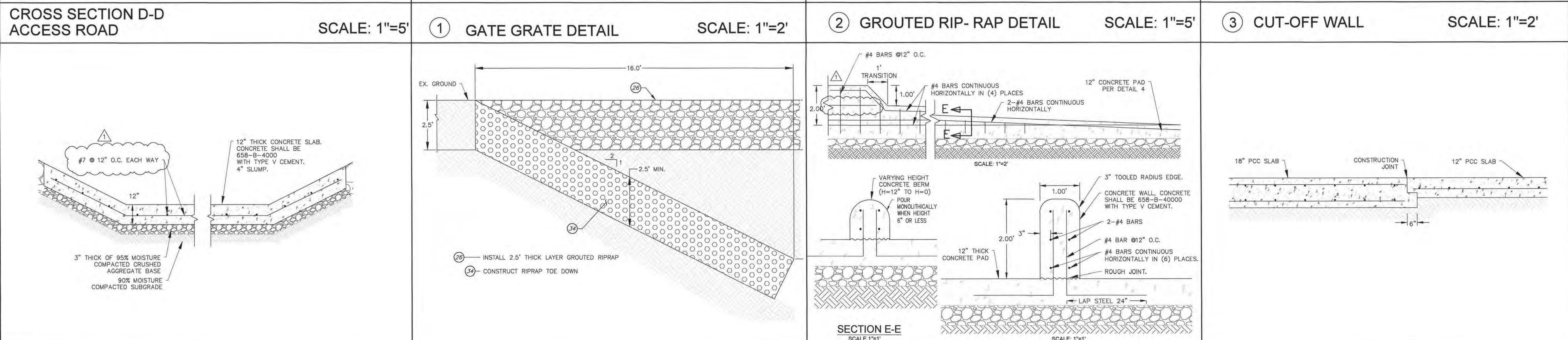
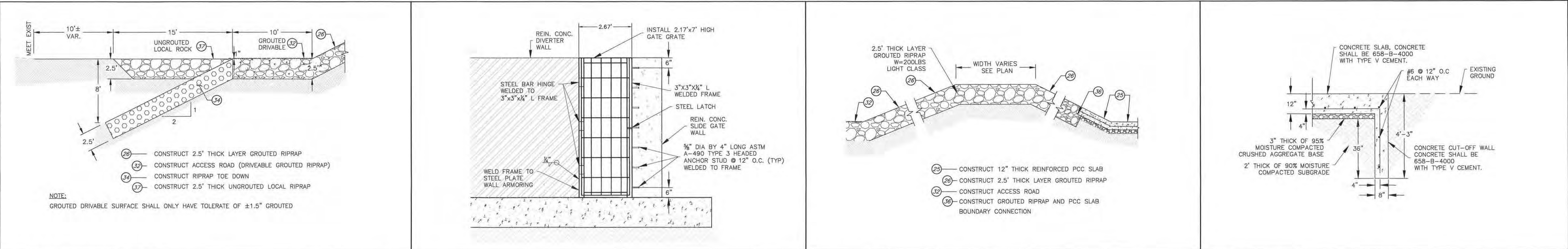


PREPARED BY: 1561 E. ORANGETHORPE AVE. SUITE 240 FULLERTON, CA 92831 TEL (714) 526-7500 WWW.CWBOP.COM  
  
DRAWN BY: M. NGUYEN DATE: 2-23-22  
DESIGNED BY: C. PENDROY DATE: 2-23-22  
CHECKED BY: W. YOUNG DATE: 2-23-22

SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
  
MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT  
  
WALLS AND DETAILS  
  
PROJECT NO. 15129  
SHEET 7 OF 10

FINAL SUBMITTAL





**UNDERGROUND SERVICE ALERT**

CALL TOLL FREE 1-800-227-2800

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

BM NO. NGS 449 (EV1475) ELEVATION = 2021.83 FEET (NAVD 88) YUCAIPA (1996)

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SUBMITTED BY: *William F. Young* DATE: 2-23-22

WILLIAM F. YOUNG, P.E. REG. NO. 35715

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

REVIEWED AND APPROVED BY: *Chris Johnson* DATE: 2-23-22

CHRIS JOHNSON, P.E. REG. NO. 49060

PREPARED BY: **CW**

1561 E. ORANGETHORPE AVE. SUITE 240 FULLERTON, CA 92831 TEL (714) 526-7500 www.cwecorp.com

DRAWN BY: M. NGUYEN DATE: 2-23-22

DESIGNED BY: C. PENDROY DATE: 2-23-22

CHECKED BY: W. YOUNG DATE: 2-23-22

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

MILL CREEK DIVERSION AND DEBRIS MANAGEMENT IMPROVEMENT

DETAILS

PROJECT NO. 15129

SHEET 8 OF 10

SBCFCD PERMIT NO. P-3201-7069

USACE 408 PERMIT SPL-408-2018-30

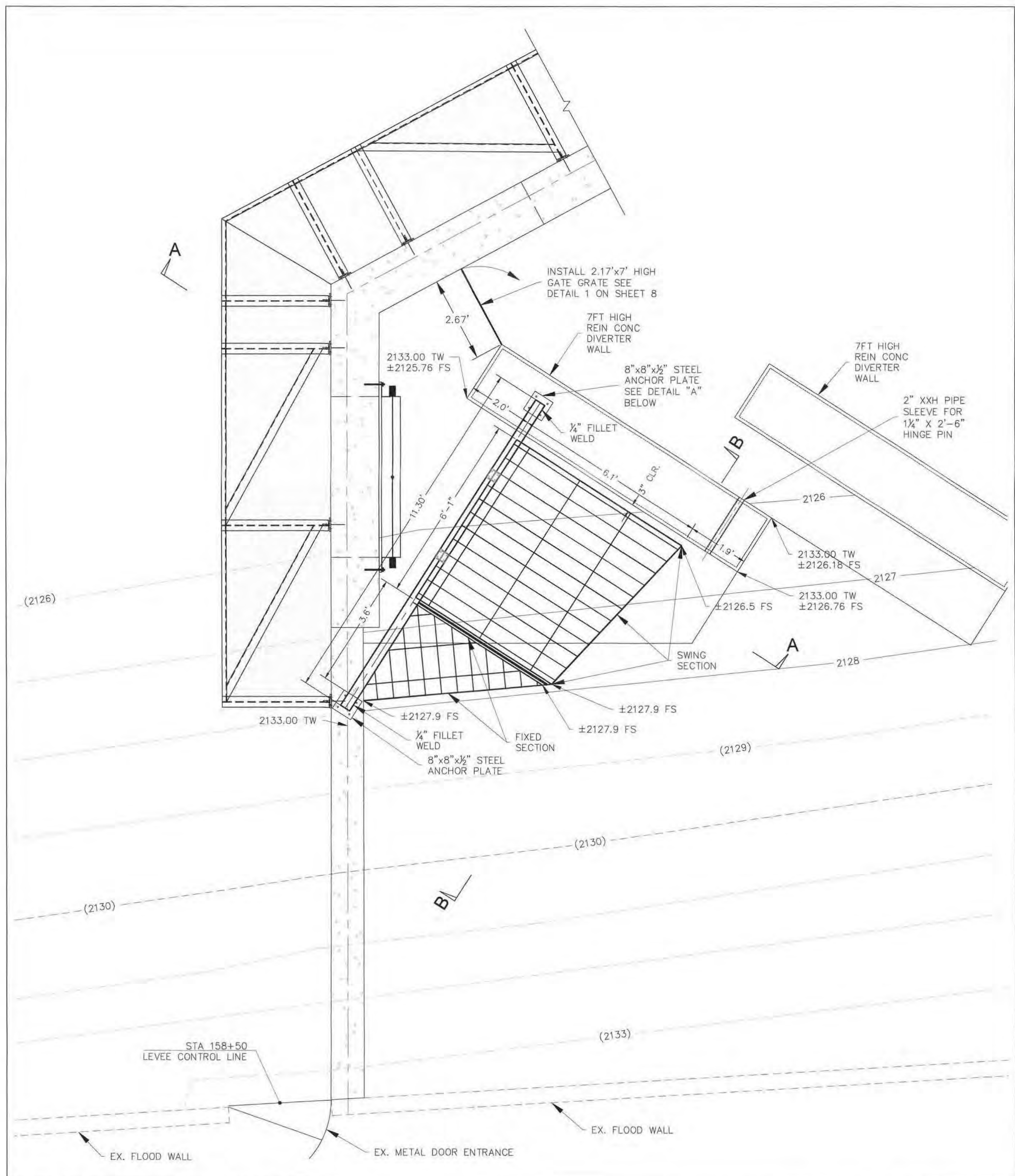
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Plotted by: Cpendroy

FINAL SUBMITTAL



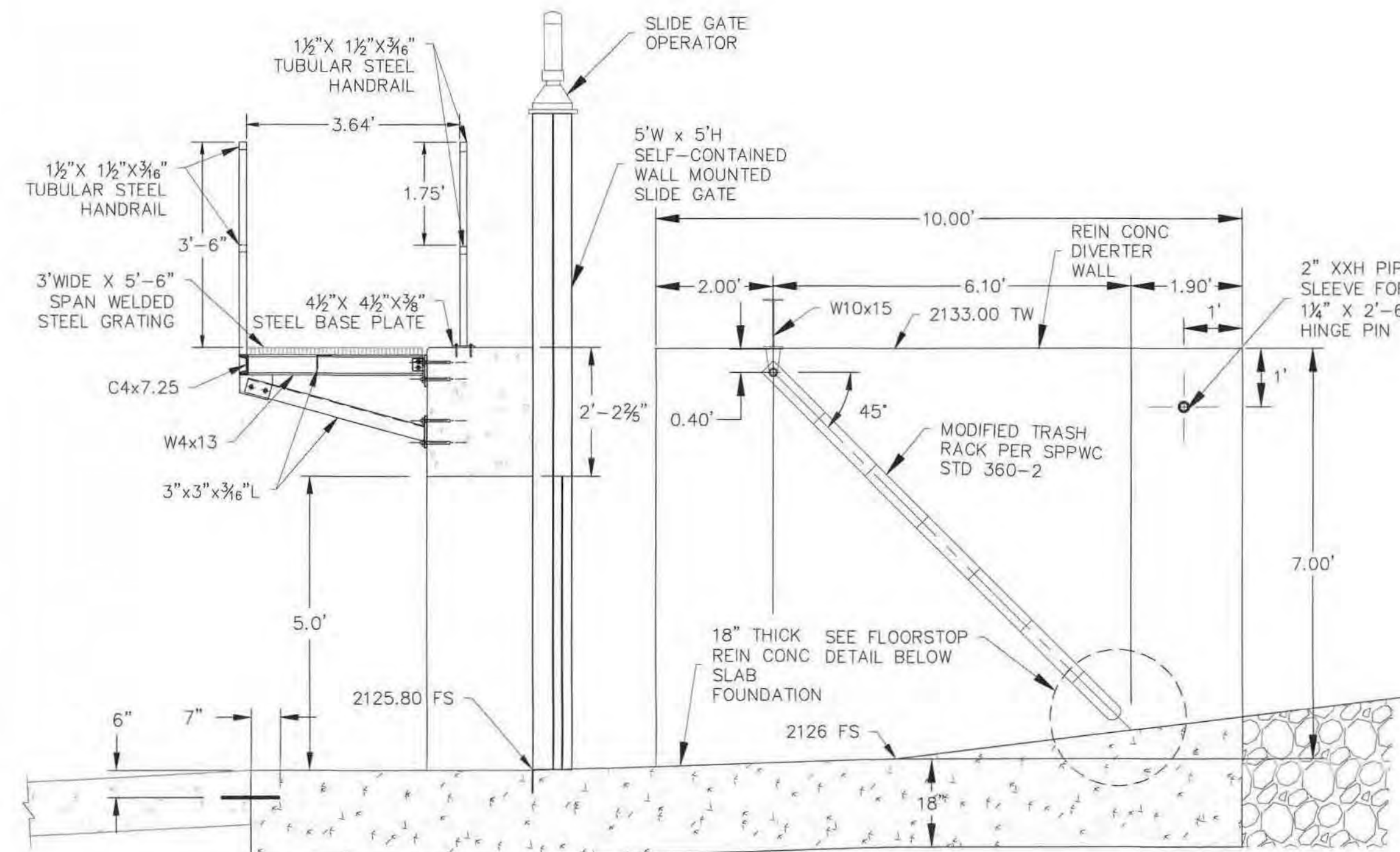


**B** DETAIL - TRASH RACK

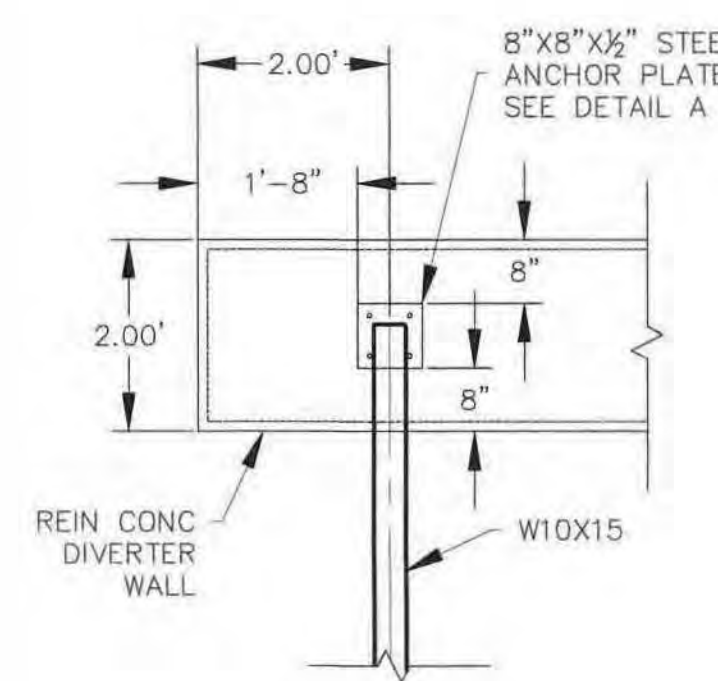
SCALE: 1"=2'

**NOTES:**

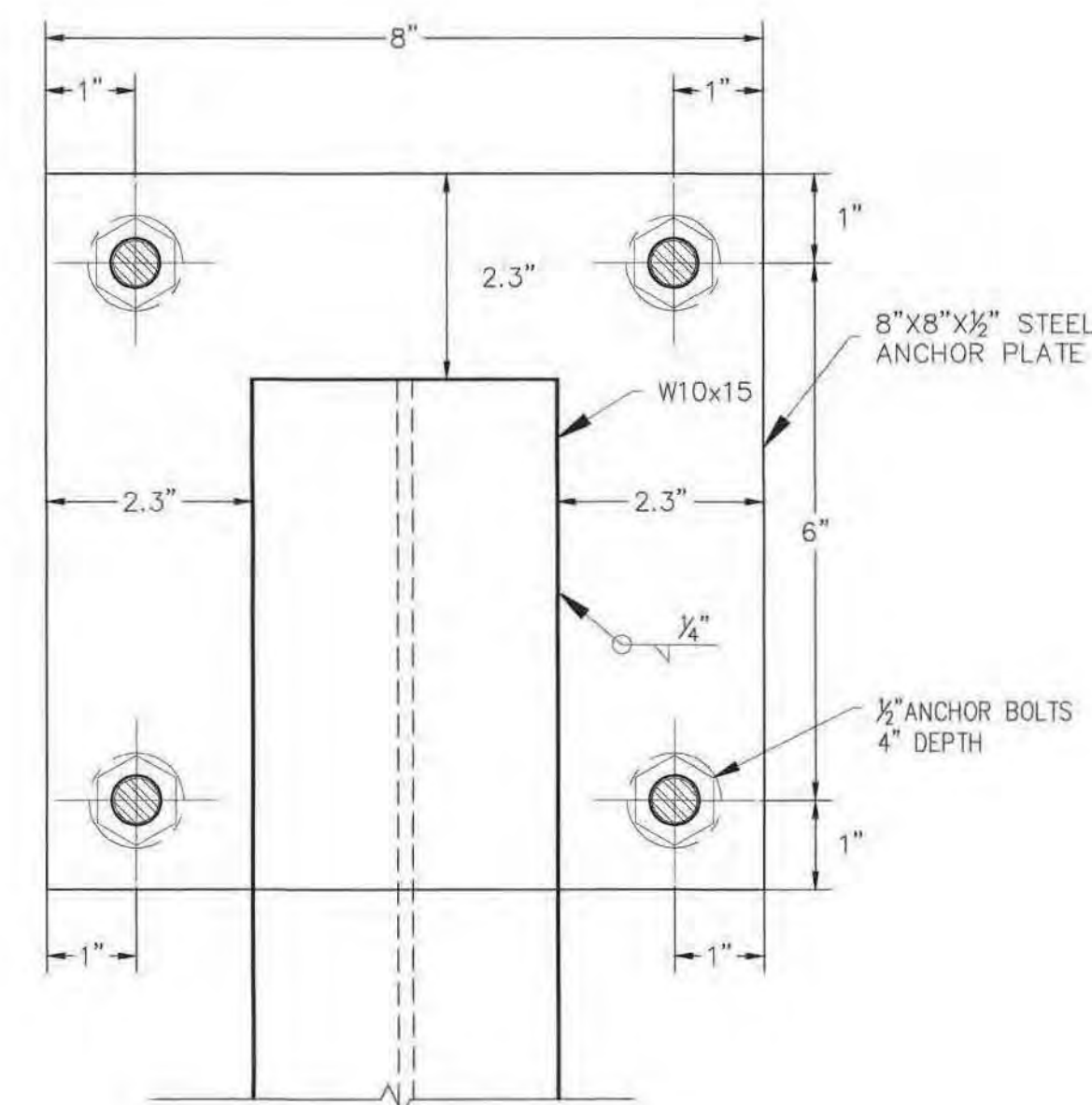
1. CONTRACTOR SHALL FIELD MEASURE PRIOR TO SUBMITAL OF SHOP DRAWING OF THE TRASH RACK
2. CONTRACTOR SHALL SHOP FABRICATE THE GRATE AND HINGES PER MODIFIED SPPWC STANDARD PLAN NUMBER 360-2.
3. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR THE TRASH RACK AND HINGES PER SPECIAL PROVISIONS SECTION 2-5.3.



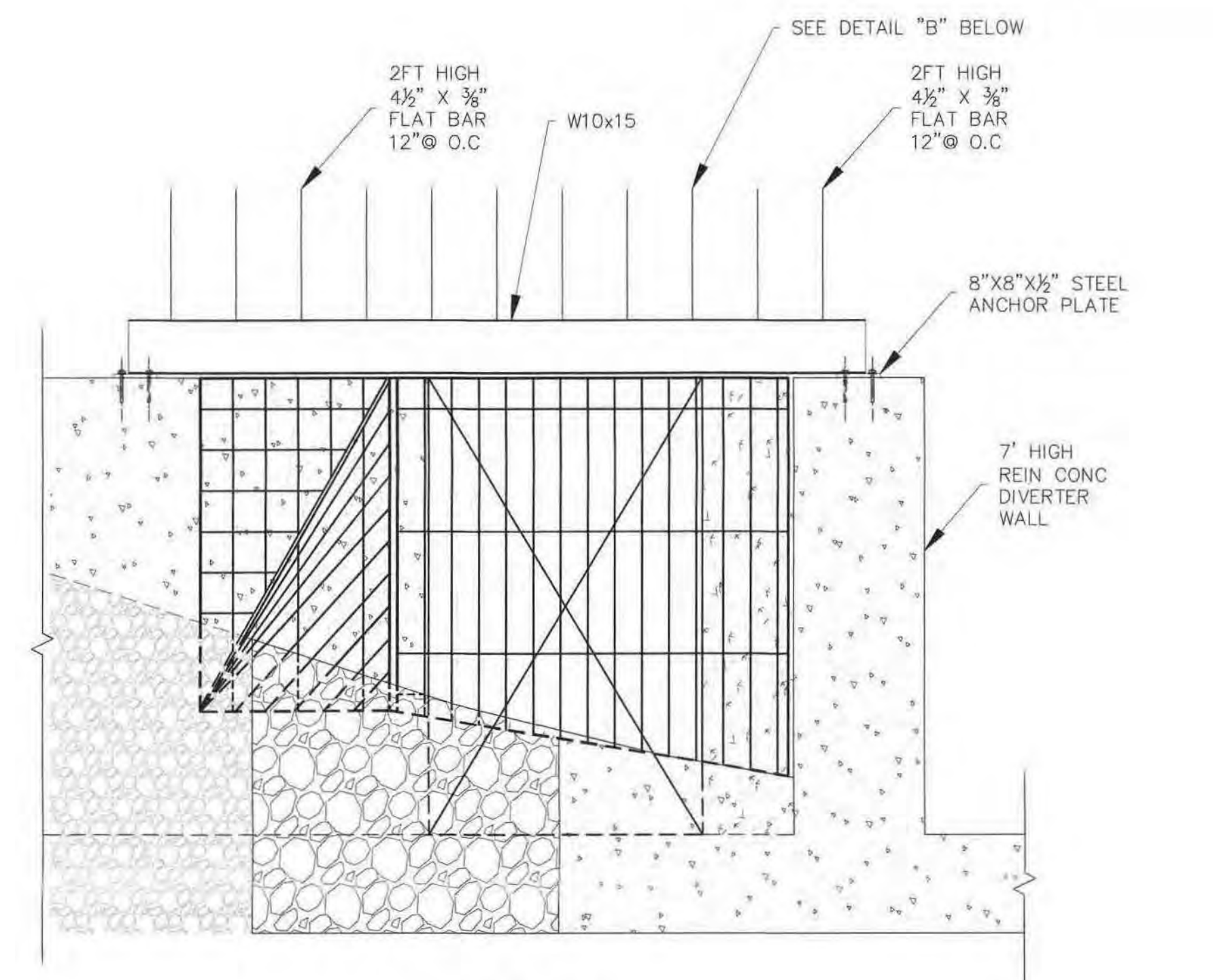
**SECTION A-A**  
SCALE 1"=2'



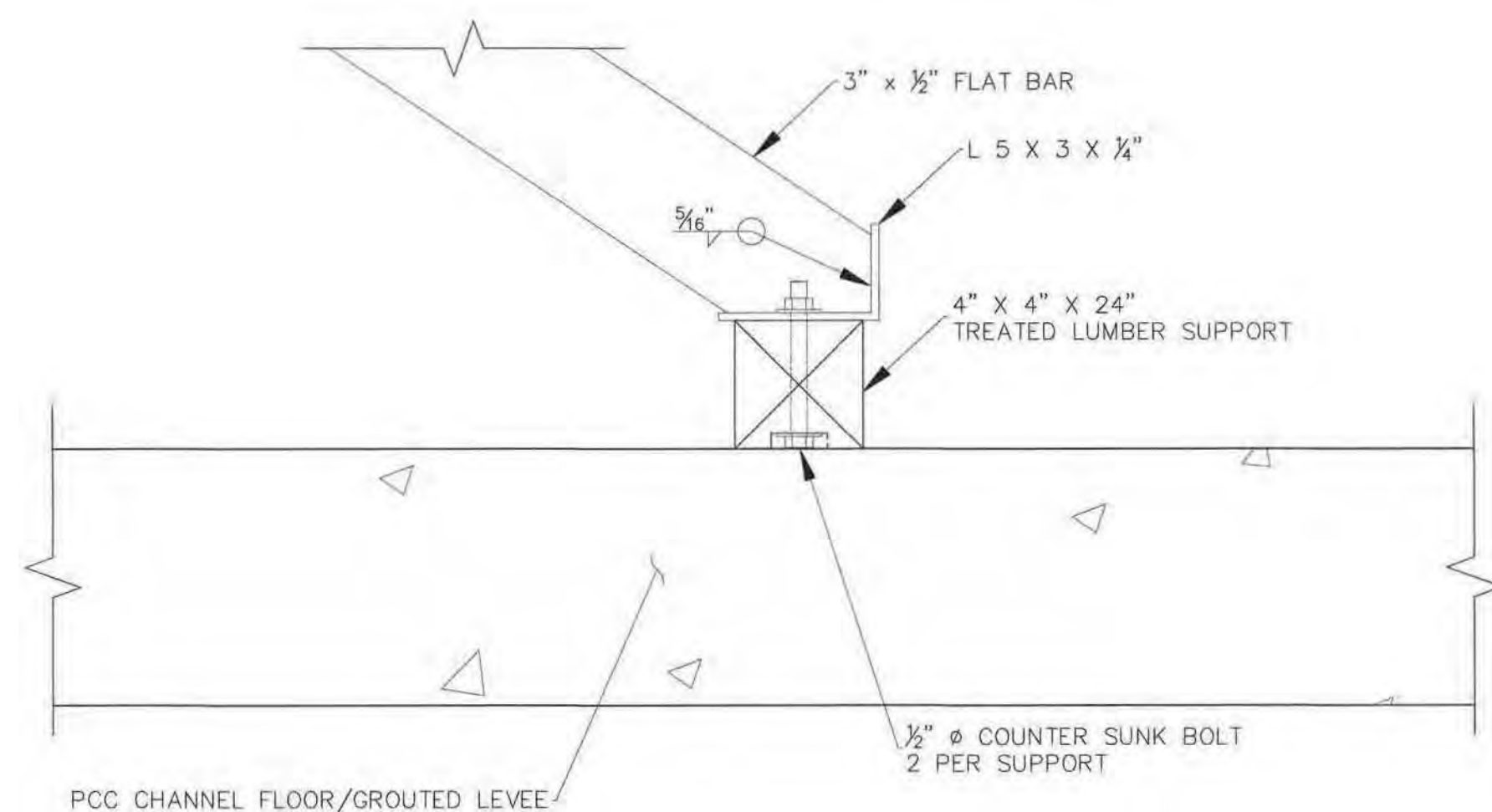
**PLAN VIEW**  
SCALE 1"=2'



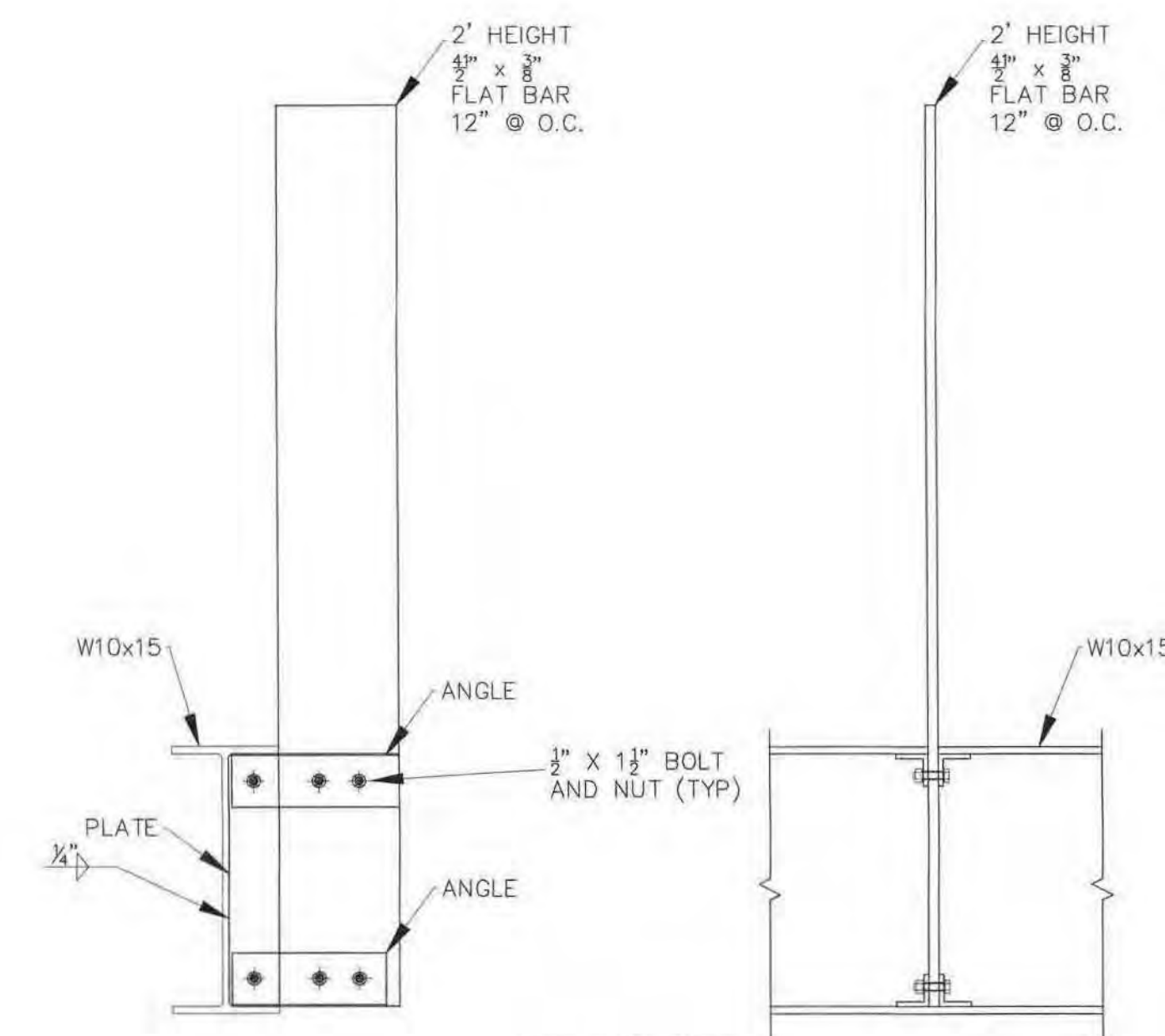
**DETAIL "A"**  
SCALE: 1" = 2"



**SECTION B-B**  
SCALE 1"=2'



**FLOORSTOP DETAIL**  
NOT TO SCALE



**DETAIL "B"**  
SCALE: 1" = 6"

SBCFCD PERMIT NO. P-3201-7069  
USACE 408 PERMIT SPL-408-2018-30



**BENCHMARK**  
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NO.	DATE	REVISIONS	APPROVED	DATE
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SUBMITTED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. RCE No. 35715  
SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT  
REVIEWED AND APPROVED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. RCE No. 35715

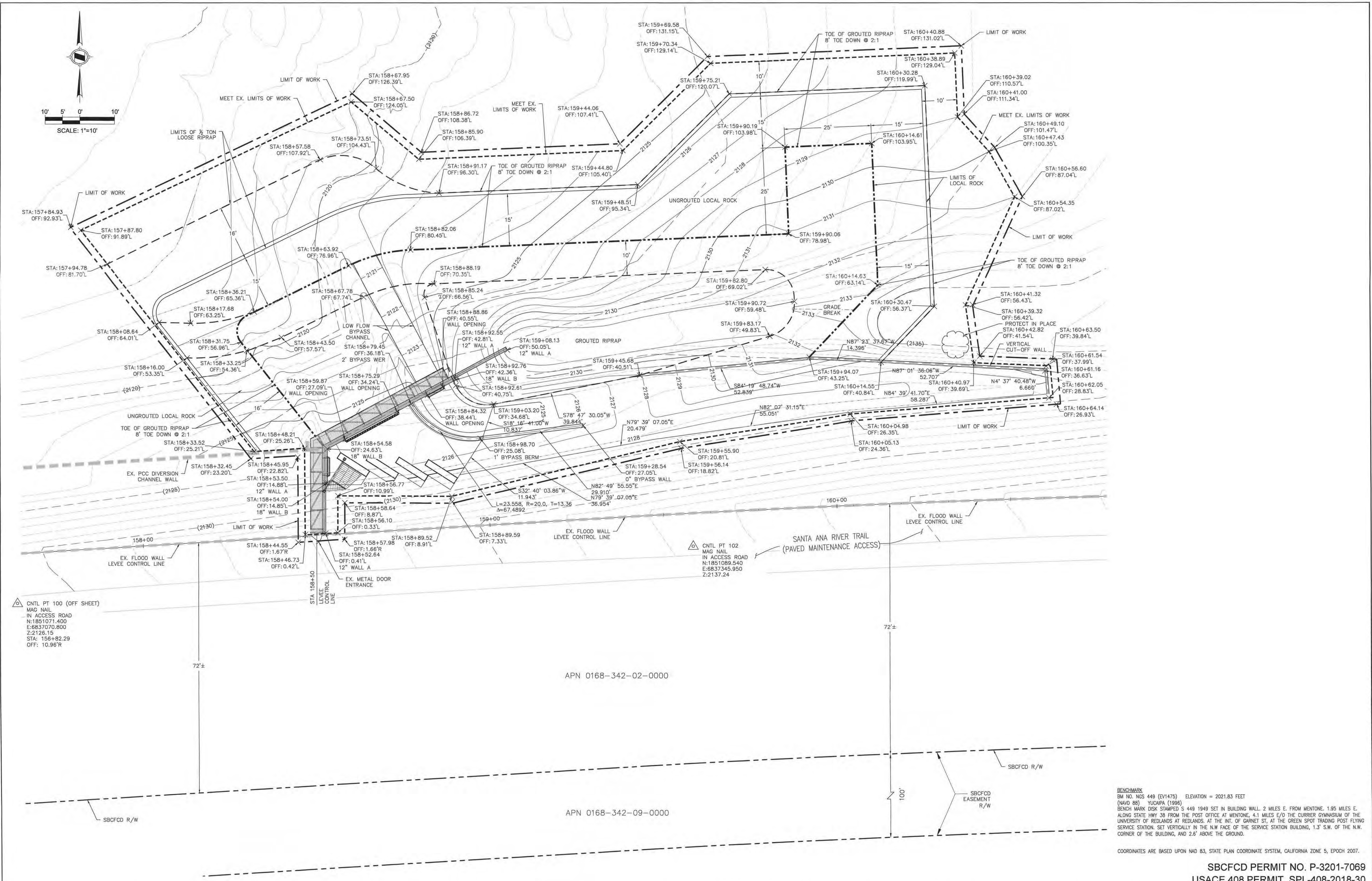


PREPARED BY: **CWE**  
1561 E. ORANGETHORPE AVE., SUITE 240  
FULLERTON, CA 92831  
TEL (714) 526-7500  
www.cwecorp.com  
DRAWN BY: M. NGUYEN DATE: 2-23-22  
DESIGNED BY: C. PENDROY DATE: 2-23-22  
CHECKED BY: W. YOUNG DATE: 2-23-22

**SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT**  
MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT  
TRASH RACK DETAILS  
PROJECT NO. 15129  
SHEET 9 OF 10

FINAL SUBMITTAL





BENCHMARK  
BM NO. NGS 449 (EV1475) ELEVATION = 2021.83 FEET  
(NAVD 88) YUCAIPA (1996)  
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COORDINATES ARE BASED UPON NAD 83, STATE PLANE COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

SBCFCD PERMIT NO. P-3201-7069  
USACE 408 PERMIT SPL-408-2018-30



BENCHMARK  
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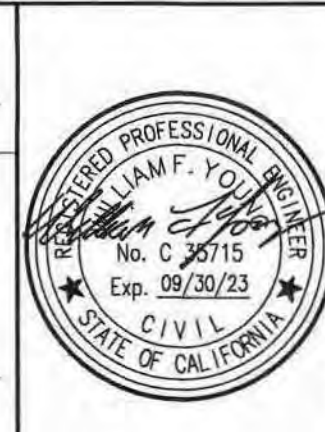
COORDINATES ARE BASED UPON NAD 83, STATE PLANE COORDINATE SYSTEM, CALIFORNIA ZONE 5, EPOCH 2007.

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SUBMITTED BY: *William F. Young* DATE: 2-23-22  
WILLIAM F. YOUNG, P.E. RCE No. 35715

SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT

REVIEWED AND APPROVED BY: *C. Pendroy* DATE: 2-23-22  
BRYAN FERGUSON, P.E. RCE No. 49060



PREPARED BY: 1561 E. ORANGETHORPE AVE., SUITE 240, FULLERTON, CA 92831, TEL (714) 526-7500, www.cwecorp.com

CWE

DRAWN BY: M. NGUYEN DATE: 2-23-22  
DESIGNED BY: C. PENDROY DATE: 2-23-22  
CHECKED BY: W. YOUNG DATE: 2-23-22

SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT

MILL CREEK DIVERSION AND  
DEBRIS MANAGEMENT IMPROVEMENT  
HORIZONTAL CONTROL PLAN

PROJECT NO. 15129

SHEET 10 OF 10

Printed by: C. Pendroy

FINAL SUBMITTAL



## **SAMPLE AGREEMENT**

**THIS CONTRACT CONSTRUCTION SERVICES AGREEMENT** (“Agreement”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a special district (“District”), and **XXXX (“XXX”)**, a California corporation (“Contractor”), is effective upon signature by District and Contractor.

**NOW THEREFORE, the parties hereto agree as follows:**

### **RECITALS**

1. **Independent Contractor.** Contractor is an independent contractor and not an employee of the District. Contractor shall have no authority to bind the District by any statement, representation, or promise of any kind or nature without first obtaining the District’s written consent.
2. **Coordination with Owner (if not District).** Contractor shall not interfere with the District’s relationship with the Owner and shall not deal directly with the Owner or Owner’s representative without prior authorization in each instance from the District. The Contractor is hereby authorized to coordinate directly with the Owner to secure site access. Additionally, the Contractor is authorized to coordinate directly with the Owner to ensure diversion flows are maintained in the existing diversion canal as specified on Sheet C1 of the Plans under Construction Schedule Constraints.
3. **Authority.** The parties represent that they are authorized to enter into this Agreement and that the persons executing this Agreement on their behalf have the authority and capacity to do so.
4. **Construction.** This Agreement shall not be construed against any of the parties and the rule of construing contract ambiguities against the party drafting the contract shall be inapplicable.
5. **Effect of Headings.** The headings used in this Agreement are for convenience only and shall not affect the construction or interpretation this Agreement.
6. **Word Usage.** Unless the context clearly requires otherwise, plural and singular numbers will be considered to include the other; the masculine, feminine, and neuter genders will each be considered to include the others; “shall,” “will,” “must,” “agree,” and “covenants” are each mandatory; “may” is permissive; “or” is not exclusive; and “includes” and “including” are not limiting.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior or contemporaneous oral or written agreements between the parties, and may only be amended by an instrument in writing executed by the parties.
8. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.
9. **Counterparts.** This Agreement may be executed in counterparts, a facsimile of which shall be deemed an original, and all of which shall together be deemed one and the same instrument.
10. **Governing Law.** This Agreement shall be construed under, and governed by, the laws of the State of California.
11. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such invalid or unenforceable provision(s) shall not affect the validity or enforceability of any other provision of this Agreement.

### **SCOPE OF WORK and CONTRACT DOCUMENTS**

Contractor shall furnish all labor, services, materials, equipment and tools of every kind and nature to fully perform in a workmanlike and timely manner the following scope of work (“Contract Work”):

Insert Scope of Work as listed in the Notice Inviting Bids and as revised or amended in any issues addenda.

Contractor shall perform the Contract Work in strict accordance with the Contract Documents which are incorporated herein by reference and shall not deviate from the Contract Documents without the prior written approval of the District. Contractor shall be responsible for any additional costs, delays or damages caused by deviation from the Contract Documents without the prior written approval of the District. All Contract Work shall be subject to the satisfaction and approval of the District and Owner identified above.

A condition precedent to the Contractor receiving a Notice to Proceed for the Contract Work is Contractor's submission of a signed copy of this Agreement, bonds, insurance certificates requested by the District, a Storm Water Pollution Prevention Plan if required and an updated list of Contractor's subcontractors and material suppliers on the project.

The Contract Documents consist of the following:

This Agreement and all accompanying documents thereto

Notice Inviting Bids

Special Provisions

Plans (Sheets 1 through 10) dated February 2022 with revisions shown on Sheet 3 Date February 28, 2022

Instructions to Bidders

Bid Proposal

2021 Edition of ("Greenbook") Standard Specifications for Public Works Construction Addenda

In the event of a conflict or discrepancy among the Contract Documents, interpretation will be based on the following priorities: (1) this Agreement; (2) the Special Provisions (3) Plans (4) 2009 Edition of ("Greenbook") Standard Specifications for Public Works Construction.

## **TIME FOR PERFORMANCE AND SCHEDULING**

Contract Time - Contractor shall complete all work within the number of days listed in the Special Provisions after Notice to Proceed from the District has been issued.

Scheduling - Time is of the essence under this Agreement. Contractor shall cooperate with the District in the timely performance of the Contract Work and shall develop the schedule for the Project, for approval by the District, which conforms to the construction schedule constraints listed on Sheet T1 of the Plans.

The District shall have the right to direct the scheduling of the Contract Work as the District deems to be in the best interest for the Project as a whole and Contractor shall perform the Contract Work in accordance with the approved schedule so as not to delay, disrupt, or damage the work. Should Contractor fall behind the approved schedule or if, in the opinion of the District, Contractor is not maintaining a satisfactory rate of progress, the District may direct Contractor to take such action as the District deems necessary to timely perform the Contract Work, including, but not limited to, increasing the number of superintendents, foremen, and laborers, increasing the number of crews, increasing the number of shifts, employing more or better equipment, working overtime, expediting delivery of materials, substituting materials, changing the sequence of performance, or any other increase or acceleration of effort, all of which shall be performed by Contractor at no cost to the District.

In the event the Contract Work is delayed or disrupted by the District, the Owner, or third parties, Contractor may make a written request to the District for a time extension.

The District may award the Contract during winter months when weather may result in construction delays. In the event that weather conditions result in the loss of working days, the Contract Time shall be extended by an equivalent amount of time. In the event that weather delays

result in a loss of 20 working days or more, the District and the Contractor will negotiate an equitable adjustment in cost to compensate for mobilization and standby costs

## **SCHEDULE OF PRICES**

The final bid schedule will be inserted here.

## **PAYMENT**

The District shall pay Contractor for full performance of the Contract Work based on the approved percent completion of the Contract Work in strict compliance with the Contract Documents, less retainage, and subject to any adjustment to the Contract Price and/or time.

No later than the first (1st) day of each month in which Contractor is continuing to perform the Contract Work, Contractor shall submit to the District the following:

- (1) A payment request for the Contract Work, less retainage, performed during the previous month;
- (2) A schedule of values showing the percentage and amount completed of the Contract Work through the current payment request.
- (3) Conditional waivers and releases upon progress payment from Contractor and Contractor's subcontractors and material suppliers in a form acceptable to the District; and
- (4) Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application in a form acceptable to the District.

The District shall make progress payments to Contractor. the District shall pay Contractor an amount, less retention of ten percent (10%), equal to the value of the Contract Work satisfactorily completed by Contractor as documented in the payment request and approved by the District, within thirty (30) business days of the District approval.

Upon satisfactory completion of the Contract Work, including satisfactory completion of any punch list work, Contractor shall submit to the District the following:

- (1) A final payment request for the Contract Work, including previously withheld retainage, completed by Contractor;
- (2) A final schedule of values showing the percentage and amount completed of the Contract Work;
- (3) Conditional waivers and releases upon final payment from Contractor and Contractor's subcontractors and material suppliers;
- (4) Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application.

In addition to the foregoing, a condition precedent to final payment by the District to Contractor is acceptance by the District of the satisfactory completion of the Contract Work and Contractor's submission of any manuals and warranties applicable to the Contract Work.

The District shall pay Contractor an amount, including previously withheld retention, equal to the value of the Contract Work satisfactorily completed by Contractor and approved by the District, within thirty (30) business days of the District approval.

No payment, whether a progress payment or final payment shall be construed as an acceptance of defective or incomplete work

## **INSPECTION AND ACCEPTANCE**

The Contract Work and Contractor's performance of the Contract Work is subject to the direction of the District and the satisfaction and approval of the District.

Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the District. The District will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. The District shall not be required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the District shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment, and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

Materials, equipment, and workmanship shall be subject to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. Defective materials, equipment, or Contract Work shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced with new and acceptable materials, equipment, or work. Repair of defective materials, equipment, or work shall be subject to the District's acceptance.

Upon substantial completion of the Contract Work, Contractor shall make its own "punch list" of Contract Work which is incomplete, defective, or otherwise not in compliance with the Contract Documents applicable to the Contract Work and shall furnish the punch list to the District. Contractor shall immediately correct all items on its punch list and all items on any other punch list or other list of discrepancies in the Contract Work provided by the District so as to expedite final inspection and acceptance of the project

## **LIQUIDATED DAMAGES**

See Special Provision Section 6.9 (Liquidated Damages). Section 6.9 in the Standard Specifications for Public Works Construction 2009 edition shall apply if Liquidated Damages requirements are not included in the Special Provisions.

## **CHANGES / CLAIMS / RESOLUTION OF CONSTRUCTION CLAIMS**

**Changes.** The District may issue written change orders or written change directives for the Contract Work. Contractor shall be obligated to perform such change orders and change directives and the Contract Price and time may be adjusted as specified in such change orders and change directives. Oral changes to the Contract Work are not valid and Contractor shall have no claim or entitlement to payment or additional time unless, prior to performance, Contractor receives a written change order or written change directive from the District.

If Contractor requests a written change order but there is a dispute as to whether the work at issue is a change in the Contract Work or there is a dispute as to the price or time associated with such change order, the District may issue a written change directive to the Contractor and the Contractor shall be obligated to perform such change directive without either party admitting liability for the change or waiving their respective rights under this Agreement. Any request by the Contractor for additional compensation or additional time shall be based on Contractor's actual direct costs and actual time incurred with respect to the change in the Contract Work. At the District's request, Contractor shall submit and give the District access to, current, accurate and complete data to substantiate any actual direct costs and any actual time claimed by Contractor.

For any change in the Contract Work initiated by the District, Contractor shall be entitled to an adjustment to the Contract Price and/or time, but only to the extent of such adjustments actually received by the District on behalf of Contractor, and Contractor shall have no right to make any claims against the District for further adjustment to the Contract Price and/or time.



**Contractor Claims.** Contractor shall give written notice to the District of any claim for compensation, additional compensation, extension of time or other relief of any kind or nature alleged to have been caused in whole or in part by any act or omission by the District within seven (7) days after commencement of the event giving rise to such claim. Such notice shall state the factual basis for the claim, shall itemize all costs incurred and shall indicate the number of delays and/or anticipated delays. Contractor shall provide any additional information requested by the District. With respect to any claim caused in whole or in part by any person other than the District, Contractor shall only be entitled to such relief less any costs incurred by the District in connection with such claim

**Dispute Resolution.** Unless otherwise agreed to in writing by the parties, with respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party is no more than \$50,000, the parties shall first attempt to resolve such claim, informally. If, following a period of thirty (30) days, or such longer period as mutually agreed to by the parties, the parties are unable to resolve the claim informally, the parties agree to mediate the claim before a mediator mutually agreed to by the parties. If, following mediation, the parties are unable to resolve the claim, either party may commence a legal action. The parties agree that the party failing to comply with these dispute resolution procedures shall not be entitled to the recovery of their attorney's fees in a legal action. Provided, however, that the foregoing dispute resolution procedures shall not apply if it would cause a party to be unable to timely foreclose on a mechanics lien, as applicable, or if the District pursue a claim for injunctive relief under the following paragraph.

If the District in its sole and absolute discretion believes that Contractor is not in compliance with any applicable laws, statutes, regulations, ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, the District may, but is not obligated to, immediately commence legal action to obtain injunctive relief (including a temporary restraining order, preliminary injunction and/or permanent injunction) and any related remedies to compel such compliance. The prevailing party in any such action for injunctive relief and any related remedies shall be entitled to the recovery of their attorney's fees, without regard to whether it complied with the dispute resolution process above.

With respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party exceeds \$50,000, or if amount claimed by either party is no more than \$50,000 and the parties have complied with the foregoing dispute resolution procedures or agreed to waive such procedures in writing, the parties agree that in any legal action the prevailing party making a monetary claim shall only be entitled to recover its reasonable attorney's fees equal to the proportion of the amount awarded to the amount claimed, and shall pay the other party's reasonable attorney's fees equal to the proportion of the amount denied to the amount claimed

## **PREVAILING WAGE**

The Contractor agrees to comply with the provisions of Sections 1771 and 1774 of the California Labor Code pertaining to the payment of prevailing wage rates, and to require each of its subcontractors to so comply. Pursuant to Section 1775 of the California Labor Code, the Contractor, and any of its subcontractors, shall forfeit to the District, and the District will withhold from any monies due the Contractor, the amount of any penalties, as determined by the Labor Commissioner, to be assessed for nonpayment of prevailing wage rates.

In accordance with State of California Senate Bill No. 854, Contractor will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. Contractor shall notify the District in writing immediately, and in no case more than twenty-four (24) hours, after receiving

any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

Contractor will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.

Contractor shall be subject to penalties in accordance with Labor Code of § 1775 for each worker paid (either by Contractor or by any subcontractors) less than the prevailing rate described above on the work provided for in this Contract.

Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

Contractor will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.

Contractor, by executing this Contract, hereby certifies:

"I am aware of and will comply with the Labor Code § 3700 by securing payment for and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of the Contract. The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph."

Contractor further agrees to require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California.

## **WORKERS COMPENSATION AND INSURANCE CERTIFICATION**

Before commencing with the Contract Work, Contractor shall obtain and maintain at Contractor's cost until final acceptance of the project, full insurance coverage as set forth herein with insurance carriers with an AM Best rating of no less than A-VII. The insurance required under this section shall not be restricted solely to Contractor's defense and indemnity obligations but are intended to extend to all claims, liability, and loss of whatever nature arising from relating to Contractor, the Contract Work, or this Agreement regardless of the alleged liability or fault of any party indemnified under this Agreement. Each insurance policy shall name the District as an additional insured. Each insurance policy is to provide primary coverage to the District and its elected and appointed boards, officers, agents and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by the District

The insurance and defense and indemnity obligations under this Agreement are non-delegable. Contractor shall not subcontract any portion of the Contract Work without retaining absolute responsibility for requiring similar insurance from its Contractors. Contractor's failure to maintain complete insurance shall be deemed a material breach of this Agreement and the District may either terminate this Agreement or provide the required insurance and deduct the cost of which from any payment due to Contractor.

Contractor shall be responsible for all insurance premiums required under this Agreement and shall defend, indemnify and hold harmless the District from and against any claim, loss or damage for which insurance should have been provided under this Agreement.

Contractor shall obtain and maintain the following minimum required insurance

**Workers' Compensation:** Workers' compensation insurance as required by law.

**Commercial General Liability:** Commercial general liability insurance on a form no less broad than ISO CG 00 01 with insurance coverage of not less than the following minimum amounts of liability:

\$2,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 completed operations aggregate

Contractor shall endorse its commercial general liability policy with an additional insured endorsement on ISO CG 20 10 11 85 or both CG 20 10 12 04 and CG 20 37 12 04 naming as additional insured's the District, the Owner, and Project Sponsor.

**Automobile Liability:** Automobile liability insurance covering "any auto" including owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.

**Professional Liability:** If Contractor has design responsibilities, professional errors and omissions liability insurance with a limit of \$1,000,000 per claim.

Contractor's commercial general liability, workers compensation, automobile liability and any other insurance policies required to be obtained and maintained by Contractor shall be primary and the District's insurance shall be non-contributory to any claim to which the insurance applies. Contractor shall have its insurance policies endorsed to show primary status and provide a copy to the District. Contractor's insurance policies shall contain a standard cross-liability endorsement, severability of interest's clause and a waiver of all rights of subrogation by Contractor's insurer against the District, the Owner, and Project Sponsor.

Before commencing the Contract Work, Contractor shall deliver to the District copies of certificates of insurance certifying the types and amounts of coverage, certifying that the insurance policies were in force before Contractor commenced the Contract Work, certifying that the insurance policies apply to the Contract Work and to the activities and liability of Contractor under this Agreement.

Contractor shall, at the District's request, deliver to the District a complete copy of the insurance policy required to be maintained by Contractor. Contractor may not cancel, materially modify, or reduce the scope of coverage or coverage limits of the insurance required to be maintained by Contractor until final acceptance of the Project by the District. The following notice must appear on the certificates of insurance furnished by Contractor and the Contractor shall obtain endorsements to its insurance policies substantially as follows:

Insurer may not cancel, modify or reduce the scope of coverage or coverage limits for a period of third (30) days after written notice to the District of the intent to cancel, modify, or reduce coverage.

**Cancellation of or Changes in Insurance:** The Contractor shall provide the District with, or the Contractor's insurance policies shall contain a provision that the District shall receive, written notice of cancellation or any change in the insurance required in the Specifications, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the insurance required in the Specifications may constitute

a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate the Contract.

**Failure to Maintain Insurance:** The Contractor's failure to maintain or provide acceptable evidence that it maintains the insurance required in the Specifications shall constitute a material breach of the Contract, upon which the District may immediately withhold payments due to the Contractor, and/or suspend or terminate the Contract. The District, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase the insurance required in the Specifications and, without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue reimbursement from the Contractor.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, Owner, and Project Sponsor and their officers, directors, shareholders, members, managers, partners, employees, agents, representatives and sureties ("Indemnified Parties"), from and against any and all claims, losses, suits, actions, demands, awards, judgments, attorneys' fees, expert fees, costs and expenses of every nature which may arise out of, pertain to, or relate to, in whole or in part, Contractor, Contractor's subcontractors and material suppliers, or their employees, agents or representative's performance of the Contract Work, except to the extent caused by the sole or active negligence or willful misconduct of the District, or for claims that do not arise out of the scope of work of Contractor. Contractor's obligation to defend Indemnified Parties shall be immediate upon written notice by the District and Contractor shall, if requested by the District, defend Indemnified Parties using counsel approved in the sole discretion by the District.

## **PAYROLL RECORDS / APPRENTICES / HOURS OF WORK**

**Payroll Records:** The Contractor agrees to comply with the provisions of Section 1776 of the California Labor Code pertaining to payroll records and will be responsible for compliance by its subcontractor(s).

**Employment of Apprentices:** The Contractor agrees to comply with the provisions of Section 1777.5 of the California Labor Code relating to the employment of apprentices by the Contractor and its subcontractor(s).

**Hours of Labor:** The Contractor agrees to comply with Sections 1810 through 1815 of the California Labor Code pertaining to the hours of labor and payment for such. Pursuant to Section 1813 of the California Labor Code, the Contractor and any of its subcontractor, shall forfeit to the District, and the District will withhold from any monies due the Contractor, the amount of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or any of its subcontractor for each calendar day required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Sections 1810 through 1815 of the California Labor Code

## **PROVISIONS REQUIRED BY LAW AND ADDITIONAL RESPONSIBILITIES**

**Compliance with Laws.** Contractor is responsible for all contributions, taxes, deposits and other payments with respect to the wages, salaries, benefits, or other obligations paid or owed by Contractor to Contractor's employees and others who perform work or render services to Contractor. Contractor is responsible for all income, gross receipts, use, and other taxes applicable to materials, equipment, tools, and labor incorporated and used in Contractor's performance of the Contract Work.

Contractor shall comply with all laws, statutes (including, but not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*; the California Environmental Quality Act,

Cal. Public Resources Code § 21000 *et seq.*; the Endangered Species Act, 7 U.S.C. § 136, 16 U.S.C. § 1531 *et seq.*; the California Endangered Species Act, Cal. Fish and Game Code § 2050 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; Lake and Streambed Alteration Program, Cal. Fish & Game Code § 1600, *et seq.*; and the National Historic Preservation Act, 16 U.S.C. § 470 *et seq.*; Federal Acquisition Regulations, 48 C.F.R. Chap. 1), regulations (including, but not limited to, those associated with the previously identified statutes), ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, and shall obtain and hold all licenses, certifications and other government requirements necessary to perform the Contract Work.

Contractor shall conduct shoring and trench safety operations in accordance with OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of California Labor Code. The Contractor shall submit to the District a Site Safety Plan, which shall include details of provisions for worker protection from caving ground.

Contractor shall comply with rules, policies and procedures pertaining to health, safety, substance abuse and general conduct in the workplace established by the California Occupational Safety and Health Administration, and to other rules of law applicable to the Contract Work.

**Superintendence and Cooperation.** Contractor shall have a qualified, experienced, and competent superintendent at the Project at all times during performance of the Contract Work and as otherwise necessary to ensure full performance of Contractor's obligations under the Contract Documents applicable to the Contract Work. Contractor is responsible for the superintendence and safety and progress of the Contract Work in conformance with the Contract Documents, including activities of suppliers and subcontractors. Contractor's superintendent shall have absolute authority in all respects to act for and on behalf of Contractor and to bind Contractor by statements made, agreements reached, actions taken and notices received. Contractor's superintendent shall have the authority and responsibility to execute promptly and properly the District's directions relating to the Contract Work.

The Contractor shall place on record with the District, and keep current, the name of the Contractor's superintendent and the phone number at which he/she can be contacted at such times that he/she is not at the work site (such as after working hours and on holidays and weekends) to respond to the District requests to correct safety and other problems that may arise in connection with the Contract Work.

If any person employed by the Contractor, including the Contractor's superintendent, shall fail or refuse to carry out the directions of the District or shall appear to the District to be incompetent or to act in a disorderly, unsafe, or improper manner, that person shall be removed from the work site immediately on the request of the District, and such person shall not again be employed on the Project. Such discharge shall not be the basis for any claim for compensation or damages against the District.

**Protection and Storage.** Contractor shall provide necessary and appropriate protection of the Contract Work, protect the work of others with respect to Contractor's performance of the Contract Work and shall assume all risks of loss, damage, deterioration or destruction of the Contract Work and damage to the work of others caused by Contractor's performance of the Contract Work, including stored materials, by weather, individuals, or other causes until final acceptance by the District. Contractor shall store and protect its materials, equipment, tools and other items as well as those furnished to Contractor by the District or others. Storage areas, workshops, and other areas used or to be used by Contractor, if any, may be designated by the District and no materials, equipment, tools or other items owned or used by Contractor shall be stored except in those areas designated by the District. Contractor shall maintain such areas in an orderly and well-kept manner. Contractor shall coordinate all material, equipment and tool deliveries with the District

and Owner prior to delivery to the site. Contractor shall not be entitled to payment for storage either on or off site.

**Site Safety.** Contractor shall comply with all safety laws, rules and regulations applicable to Contractor's performance of the Contract Work including, but not limited to, all federal, state and local rules and regulations promulgated by government agencies.

Contractor shall defend, indemnify and hold harmless the District from and against any and all costs and expenses incurred by the District for fines, penalties and corrective measures resulting from acts or omissions of Contractor, its subcontractors, material suppliers, employees, agents and assigns, resulting from their failure to comply with such safety laws, regulations and rules.

The Contractor shall be solely and completely responsible for the conditions of the work site, including safety of all persons and property during performance of the Contract Work. This requirement shall apply continuously and not be limited to normal working hours. Contractor shall immediately report to the District any injury to or caused by any of Contractor's employees at the site. A written report shall be made on the date of the incident or accident and submitted by Contractor to the District.

**Labor Relations.** Contractor shall do whatever is necessary in the performance of the Contract Work, or as may be directed by the District, to assure the harmonious labor relations on the Project and to prevent strikes or other labor disputes on the Project. Contractor shall remove from the Project site any subcontractor, material supplier, employee or agent for whom Contractor is responsible whose conduct is objectionable by the District or whose performance is unsatisfactory in the judgment of the District. Contractor agrees that in the event of a work stoppage or other disruption caused in whole or in part by a strike or other labor dispute involving Contractor, its subcontractors, material suppliers, employees, or agents for whom Contractor is responsible, the District shall have the right to terminate Contractor's performance of the Contract Work upon forty eight (48) hours written notice to Contractor.

**Cleanup and Removal and Disposal.** Contractor shall keep the Project site in a clean and neat condition. Contractor shall clean up all trash and debris resulting from Contractor's performance of the Contract Work and shall turn over its work areas in a clean and neat condition so as to permit any succeeding work to be performed without delay and without the need for further cleaning. Contractor shall be responsible for the removal of non-hazardous trash and debris, and shall have responsibility for the discovery, identification, reporting, handling, removal and disposal of all hazardous materials in accordance with applicable federal, state and local laws, regulations, standards and other requirements. Should Contractor fail to keep the project site in a clean and neat condition, fail to clean up all trash and debris resulting from Contractor's performance of the Contract Work, or fail to remove non-hazardous trash and debris or to remove hazardous materials, the District may perform such work through others and charge the cost thereof to Contractor which the District may deduct from any payment due to Contractor

**Qualifications and Inspection.** Contractor represents that it is fully qualified, experienced, and licensed to perform the Contract Work, has had, if it desires, the opportunity to inspect and conduct any tests deemed necessary by Contractor to perform the Contract Work, and assumes all risks with respect to the Contract Documents and the general and specific conditions involved in performing the Contract Work including, but not limited to, natural and manmade characteristics of the site both above and below ground, site accessibility, site storage, on-site operations, labor rates and availability, weather conditions, and any other condition of any nature which could affect Contractor's cost and performance of the Contract Work

## **EQUAL EMPLOYMENT OPPURTUNITY (EEO) PROVISIONS**

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, sex or national origin and in compliance with all antidiscrimination laws of the United States of America and the State of California.
2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor shall deal with its subcontractor without regard to or because of race, color, religion, sex or national origin.
4. The Contractor shall comply with current Federal employment and reporting requirements for County funded construction Contracts. Specifically, the Contractor shall make a good faith effort to comply with Federal employment goals for minority and female employment. The Contractor shall report minority and female employment data on the Federal form provided by the District. This form shall be submitted to the Engineer before the start of construction and twice annually by March 1 and September 1 of each year. Each failure to submit this form by due date will result in a Contractor penalty of \$200, which shall be deducted from any monies due the Contractor.
5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the District, advising the said labor union or worker's representative of the Contractor's commitments under this subsection.
6. The Contractor shall allow the District access to its employment records during regular business hours to verify compliance with these provisions when so requested by the District.
7. The Contractor agrees that if the District finds that any of the above provisions have been violated, the same shall constitute a material breach of the Contract upon which the District may determine to cancel, terminate or suspend the Contract. While the District reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated Federal or State antidiscrimination laws may constitute a finding by the District that the Contractor has violated the antidiscrimination provisions of the Contract.
8. The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. This obligation extends to all Contracts containing the equal opportunity clause regardless of the amount of the Contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination clause. At its option, and in lieu of canceling, terminating or suspending the Contract, the County may impose damages for any violation of the antidiscrimination provisions of this subsection, in the amount of \$200.00 for each violation

found and determined. The County and the Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

9. The Contractor shall include the provisions of the foregoing paragraphs 1 through 8 in every subcontract over \$10,000.00, so that such provisions will be binding upon each subcontractor performing work required by the Contract.

## **PERFORMANCE AND PAYMENT BOND**

The District requires that Contractor furnish to the District, as obligee, a performance and payment bonds for 100% of the Contract value with surety acceptable to the District. The protection and coverage of the bonds furnished by Contractor shall extend at least to the entities protected and types of claims covered by the District's bonds so that no claim can be made against the District's bonds which are not recoverable against Contractor's bonds.

Attachment "A" and "B", Performance and Payment Bonds, respectively, shall be executed and included as attachments to this contract.

## **GUARANTY**

The Contractor guarantees the construction and installation of the work included in this project. Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within 12 months from the date of filing the Notice of Acceptance by the Secretary, the undersigned agrees to reimburse the District upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the District, to replace any such material and to repair said work completely without cost to the District so that said work will function successfully as originally contemplated.

The District shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the District shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

## **TERMINATION OF CONTRACT**

**Termination for cause (breach or default):** Should Contractor refuse or fail for any reason to diligently, efficiently, timely, skillfully, safely or cooperatively prosecute the Contract Work; supply sufficient and competent supervision or labor; have sufficient materials and equipment of the proper quality and quantity; promptly correct work considered to be defective; pay its bills; or discharge its obligations to under this Agreement, the District may upon forty eight (48) hours written notice to Contractor (except if Contractor advises the District that it is no longer in business, in which case, no notice is required) terminate Contractor and/or (except in the case of emergencies, in which case, no notice is required) provide such labor, materials, equipment, tools



and services and deduct the cost thereof, together with an loss or damage occasioned thereby, from any payment due to Contractor. In addition, the District may use funds otherwise earned by Contractor on the project or other projects to pay Contractor's past due bills and obligations including back charges owed to the District.

If Contractor is terminated, the District may assume control of the Contract Work, take possession of all materials and equipment necessary to continue performance of the Contract Work (including, but not limited to, materials, equipment, tools, supplies or other items located on the project site, in storage off site, in transit to the site, or in the process of being manufactured), prosecute the Contract Work using the District's own forces or those of others, and use funds otherwise owing to Contractor to prosecute and complete the Contract Work. Contractor grants a lien and security interest in all of Contractor's materials, equipment, supplies and contract rights to secure performance and completion of the Contract Work.

Upon termination of Contractor, Contractor shall not be entitled any further payments on the Project until the Contract Work has been completed and accepted by the District, and not until final payment has been received by the District. Contractor shall be liable for all costs and expenses of completing the Contract Work, including all performance costs of any nature plus a reasonable allowance for overhead and profit, and any damages, losses, expenses, attorneys' fees or costs, incurred by the District as a result of the termination of Contractor. If, after final payment to the District, the unpaid balance to Contractor exceeds the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by the District in completing the Contract Work, the District shall pay the difference to Contractor. If, after final payment to the District, the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by the District in completing the Contract Work exceeds the unpaid balance to Contractor, Contractor shall pay the difference to the District.

**Termination for convenience:** In addition to the District's right to terminate Contractor for breach or default, the District may terminate Contractor if the District determines that such termination is in the best interest of the Project. Upon such termination, Contractor shall be entitled to the reasonable, actual direct cost of satisfactorily completed Contract Work and materials purchased prior to termination, plus a single mark of not more than ten percent (10%) for provable overhead (including job site and home office) and provable profit on satisfactorily completed Contract Work, plus the reasonable out-of-pocket costs of terminating the Contract Work, less any amounts paid by the District, costs incurred by the District and back charges due to the District. Contractor shall not receive any compensation, overhead, or profit on Contract Work not completed or for materials not purchased. Provided, however, that the total sum to which Contractor may be entitled, including all prior payments made to or on behalf of Contractor, shall not exceed the Contract Price.

If, after termination of Contractor, it is determined for any reason that Contractor was not in breach or default, Contractor's sole and exclusively remedy shall only be entitled to the amount due under the Agreement as if termination was for no-fault. Regardless of whether the termination for fault or no-fault, Contractor shall not be entitled to special, consequential or exemplary damages or lost profit on account of termination of Contractor.

The Board may, whenever the interests of the District so require, terminate the Contract, in whole or in part, for the convenience of the District. The District will give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and

subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The District may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the District. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The District may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, the fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated and other property that, if the Contract had been completed, would be required to be furnished to the District. The Contractor shall, upon direction of the District, protect and preserve property in the possession of the Contractor in which the District has an interest. If the District does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the District. If the parties are unable to agree on the amount of a termination settlement, the District will pay the Contractor the following amounts:

- a. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
  - (i) the cost of work completed in accordance with the Plans and Specifications based on the quantity constructed and the Contract Unit Price or lump sum Bid price of the respective Bid item less prior progress payments, and any applicable Liquidated Damages and any other deductions or withholds to which the District may be entitled to in accordance with applicable law, including the amounts of outstanding Stop Notices or labor compliance notices to withhold shall be withheld until the Stop Notices or notices to withhold are resolved as provided by law.
  - (ii) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work; and
- b. The reasonable costs of effectuating the settlement of the Work terminated, including:
  - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

**Termination for Improper Consideration:** The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under the Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor. The Contractor shall immediately report any attempt by and District officer or employee to solicit such improper consideration. The report shall be made either to the District General Manager, charge with the supervision of the employee The Board of Supervisors. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective on the date set forth above.

**San Bernardino Valley Water Conservation  
District:**

**CONTRACTOR:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Attachment A  
PUBLIC WORK  
**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as

Principal, and \_\_\_\_\_ a

\_\_\_\_\_  
(Guaranty Corporation)

\_\_\_\_\_  
(State)

Corporation, as Surety, are held firmly bound unto the San Bernardino Valley Water Conservation District in the sum of \_\_\_\_\_ Dollars(\$\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said Principal has been awarded and is about to enter into a written Contract dated \_\_\_\_\_, 2022, with the San Bernardino Valley Water Conservation District for:

Mill Creek Diversion and Debris Management Project

and is required by said District to give this bond in connection with the execution of said Contract. In case suit is brought by the District to successfully enforce the terms of this Bond, the District shall be awarded its reasonable attorney fees and costs, including expert costs; NOW, THEREFORE, if the said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

WITNESS our hands this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Principal

Attach acknowledgment.

By

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Guaranty Company

Attach acknowledgment. By:

\_\_\_\_\_  
Guaranty's Attorney-in-Fact

Attachment B  
**BOND FOR MATERIAL AND LABOR**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal and

\_\_\_\_\_, a  
(Guaranty Company) (State)

Corporation, as Surety, is held and firmly bound unto the San Bernardino Valley Water Conservation District in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into a written Contract dated, \_\_\_\_\_ 2020, with the San Bernardino Valley Water Conservation District for:

Mill Creek Diversion and Debris Management Project

which is hereto attached, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said Contract;

NOW THEREFORE, if said Principal as Contractor in said Contract, or his Subcontractors, fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay the same in the amount not exceeding the sum set forth above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Chapter II of Title 4 or Part 3 of the Code of Civil Procedure of the State of California.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal

Attach acknowledgment. By:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Guaranty Company

Attach acknowledgment. By:

\_\_\_\_\_  
Guaranty's Attorney-in-Fact

# **INSTRUCTIONS TO BIDDERS**

CONSTRUCTION OF

## **MILL CREEK DIVERSION AND DEBRIS MANAGEMENT PROJECT**

Within  
Mill Creek east of Garnett Road  
in the  
unincorporated area of San Bernardino County, CA

Project No. SBVWCD – XXXXX



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

## **FORM OF PROPOSAL AND SIGNATURE**

All bids must be submitted in sealed envelopes, bearing on the outside the bidder's name, address, the name of the project for which the bid is submitted and the appropriate State CONTRACTOR's License designation held by the bidder. Bids shall be submitted to in sealed envelopes marked on the outside, "SEALED BID FOR THE MILL CREEK DIVERSION AND DEBRIS MANAGEMENT PROJECT - DO NOT OPEN WITH REGULAR MAIL" Proposals which are not properly marked may be disregarded. It is the sole responsibility of the bidder to insure the bid is submitted in the proper time. The Proposal must be executed in accordance with the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the Proposal and bid bond must be the same as the name of the bidder shown on other parts of these forms.

## **PREPARATION OF THE PROPOSAL/WITHDRAWAL OF PROPOSALS**

The Invitation to Bid, Special Provisions, Instructions to Bidders and Bid Proposal for construction of the Mill Creek Diversion and Debris Management Project (Project) are provided to help bidders prepare a proposal that meets the minimum requirements for this solicitation. The proposal package, plus addenda issued prior to the proposal submission date and time, comprise all the information that will be provided to Contractors to assist in preparing a bid.

The San Bernardino Valley Water Conservation District (District) requires that certain documents be submitted by the Bidder. These documents summarized in the Bidder's Checklist.

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received at the office designated for receipt of proposals in writing before the time specified for opening bids. Revised proposals must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or his duly authorized representative. Proposals that have been withdrawn, or received after the time specified for opening bids shall be returned to the bidder unopened. Upon bid opening, all proposed bid amounts shall be maintained and guaranteed by the Contractor for 120 days.

## **AWARD OF CONTRACT**

The Contractor will be selected based on an evaluation of both, the Bidder's Qualifications and Bid Price. The District reserves the right to award the Contract to the most qualified and responsible Bidder in the opinion of the District. The contract may or may not be awarded to the lowest bidder. Award will be a two step process. The initial (and preliminary) selection will be made based upon the lowest Total Bid submitted and a review of the Contractor's Qualifications based upon the information contained in the Bidder Information and Statement of Qualifications. Once the initial selection is made, that contractor will be interviewed to confirm their qualifications based upon their proposed construction approach, proposed schedule and understanding of working in and around habitat of endangered species. The District will interview the second lowest and qualified bidder for possible award only if not satisfied with the initial selection. This process will be repeated until a final selection is made. The total awarded contract price will be based on the costs shown in the bid form for work described in the Bid Proposal without consideration of proposed substitutes, equivalents, or design refinements. Where the Plans indicate that an equivalent will be considered subject to the review of Northwest Hydraulic Consultants (NHC), who is designated a representative of the District, the equivalent will not be considered until after the successful bidder is selected and the Contract is executed.

## **CONTRACTOR'S LICENSE REQUIREMENTS**

The Contractor shall possess a valid California Class A contractor's license from the time the bids are due and throughout the entire term of the contract. District will not award this Contract to a Bidder who fails to possess the required license.

## **EXECUTION OF CONTRACT**

The successful bidder shall execute a written contract with the District on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within Eight (8) working days from the date of the award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the District may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the District. The work may then be re-advertised.

## **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

Before submitting a proposal, the bidder shall carefully examine the drawings, specifications, and other contract documents, and shall visit the site of the work. The submission of a proposal shall be prima facie evidence that the bidder is familiar with existing site conditions and that they have a clear understanding of the requirements of the contract regarding the furnishing of materials and performance of work.

Where the bidder feels that additional field data are either necessary or desirable, it shall be the bidder's responsibility to make all examination and field studies necessary for their own determination of the character of materials that will be encountered in any required excavation and embankment construction operations and to fully determine all cost factors related thereto which shall be included in their bid price for the work.

Such additional field data required by the bidder shall be undertaken at the bidder's expense. The submittal of a bid will be accepted as prima facie evidence that in compliance herewith, the bidder has accurately and fully informed themselves of all geologic and soils conditions that will influence the cost of performing the work and that all such factors were carefully considered by them, prior to making their bid.

## **NON-COLLUSION AFFIDAVIT**

The Bidder shall execute, sign, and submit the form provided in the Bid Proposal. The form shall be notarized prior to submission

## **STATEMENT OF EXPERIENCE**

A Statement of Experience is required within the Bidder Information Sheet and Bidder Qualification Form and shall be included in the Bid Proposal. It must be completed and submitted to verify that the bidder has the minimum experience required for this proposal. The minimum experience qualification for the bidder is to have completed three (3) projects of similar scope involving stream restoration in an environmentally sensitive habitat.

## **ADDENDA**

The bidder shall acknowledge the receipt of each addendum issued on the form provided in the bid proposal.



## **INTERPRETATION OF PLANS AND DOCUMENTS**

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed.

No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should they be in doubt as to their meaning, they shall notify the District. A written addendum will be sent to all bidders, should it be found necessary. The District will not be responsible for any other explanation or interpretations of the proposed documents. The Contractor shall save harmless the District from any loss or damages as a result of his/her intentional failure to report any error, omission or conflicting procedure.

**Deadline for Request for Interpretation prior to bid:** All requests for interpretation and/or questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) must be received by five (5) working days before the bid date including as revised by addendum. Questions asked of the District after this may not be addressed.

# PROPOSAL CHECKLIST AND ASSEMBLY

## IMPORTANT

### Failure to properly Complete Bid Package May Result in Rejection of Bid

1

#### **Proposal – Assemble all pages in same numbering sequence as original**

☐

Replace Bid Sheets from Addendum in sequence

☐

Unit Prices are entered for all bids (or Alternative Bids)

☐

Corrections or changes in the bid document are initialed

☐

Subcontractors, if any, are listed

☐

Non-collusion Declaration is executed and submitted with Bid

☐

Bidder General Information and Statement of Experience Form is completed and correct with required resume attached

☐

Proposal is complete and signed by authorized company representative

2

#### **Addendums, if any, are acknowledged**

☐

Acknowledgment of addenda received is submitted

3

#### **Bidder's Security**

☐

10% of Bid Amount in Cashier's Check, Certified Check or Bidder's Bond

☐

If Bidder's Bond, surety signature is notarized

☐

If Bidder's Bond, surety power of attorney is attached

4

#### **Registered with department of Industrial related (DIR) (Senate Bill 854)**

☐

DIR Registration Number identified for Bidder and all subcontractors on Subcontractor form



# **BID PROPOSAL**

**For the**

CONSTRUCTION OF

## **MILL CREEK DIVERSION AND DEBRIS MANAGEMENT PROJECT**

Within

Mill Creek east of Garnett Road

in the

unincorporated area of San Bernardino County, CA

Project No. SBVWCD – P002



**San Bernardino Valley  
Water Conservation District**

Helping Nature Store Our Water

# BID PROPOSAL FORM

Proposal to  
San Bernardino Valley Water Conservation District  
For the construction of:  
**Mill Creek Diversion and Debris Management Project**

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

Business  
Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

To San Bernardino Valley Water Conservation District (District):

Pursuant to and in compliance with your Invitation to Bid and the other documents relating thereto, the undersigned, Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and the Scope of the Work, the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the Bid Proposal Documents, including Addenda Nos. \_\_\_\_\_, for the prices hereinafter set forth.

Bids delivered to the District at the time set for opening of Bids shall be irrevocable, and may not be withdrawn for a period of thirty (30) days after the date set for the opening of the bids except as noted in the Contract.

## **Schedule of Prices:**

All applicable sales taxes, State and/or Federal and any other special taxes, patent rights, or royalties are included in the prices quoted in this Bid.

The quantities specified are the District's estimates and are approximate only, being given as a basis for the comparison of bids. The District does not, expressly or by implication, agree that the actual amount of work will correspond therewith.

Where unit prices are used, payment for each item will be based on the actual quantity of work performed times the item unit contract price. Determinations of the actual quantities and classifications of unit price work performed by the Contractor will be made by the District and may be more or less than the specified, estimated quantities. Unless otherwise indicated in the Bid Item Descriptions, the unit price shall be valid for actual quantities up to 25% more than or less than the bid quantity. Unit prices may be adjusted per Section 3.2.2 of the Standard Specifications.

**The Total Bid provided in the bid proposal form will be used as one element for evaluation of proposals. Contractor's Statement of Qualifications will be used as the second element. The Contractor will be selected based on both elements, and the lowest Total Bid may not be selected.**

All representations made by Bidder in this Bid are made under penalty of perjury.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_

## BID SCHEDULE

BID FORM: (Refer to Special Provisions for a more detailed description of items included under each of the following items)

MILL CREEK DIVERSION AND DEBRIS MANAGEMENT PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS		
2	DEMOLITION (EXISTING WALLS, GATES AND CATWALK)	1	LS		
3	DEMOLITION (EXISTING CONCRETE PCC SLAB)	50	SY		
4	DEMOLITION (EXISTING GROUTED ROCK)	130	SY		
5	CLEAR AND GRUB	0.6	AC		
6	SITE PREPARATION, BMPs, and SWPPP	1	LS		
7	ONSITE MITIGATION MEASURES	1	LS		
8	UNCLASSIFIED EXCAVATION	2770	CY		
9	STRUCTURAL CONCRETE	55	CY		
10	PCC SLAB	160	CY		
11	METAL CATWALK	232	SF		
12	HANDRAIL	390	LF		
13	ACCESS LADDER	6	LF		
14	DIVERTER WALL STEEL PLATE	640	SF		
15	GATE GRATE	15.2	SF		
16	TRASH RACK BARRIER	1	EA		
17	STAINLESS STEEL 5' x 5' SLIDE GATES	2	EA		
18	STAINLESS STEEL 17' x 5' SLIDE GATE	1	EA		
19	RIPRAP CONCRETE	180	CY		
20	3/8 INCH CRUSHED AGGREGATE BASE	35	CY		
21	GROUTED RIPRAP, (CLASS IV MODIFIED)	720	CY		
22	LOCAL ROCK, (CLASS V)	540	CY		
23	RIPRAP TOEDOWN, (CLASS III MODIFIED)	510	CY		
24	1/2 TON RIPRAP, (CLASS VII)	120	CY		

**The Total Bid shall be generated from the above bid items by adding together the total amount for each bid item, in accordance with the requirements the Contract, see Attachment C. The sum of all the bid item amounts shall be the bidder's bid and inserted, both in words and numerically, in this section.**

\$ \_\_\_\_\_

**Total Bid Schedule written in words:**

\_\_\_\_\_

## LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the 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 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 Contractor's total bid. The Bidder shall also list below the portion of the work that will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his or her bid. Failure to list subcontractors with portions of the work in excess of the minimum amounts listed above constitutes a declaration by the Contractor that it is qualified and able to self-perform the work. Any Contractor found to be unqualified or unable to self-perform any part of the work not listed below may be disqualified.

Work to be Performed	Subcontractors License Number	Percent of Total Contract	Subcontractor's Name and Address
1.			
2.			
3.			
4.			
5.			
6.			

Note: Attach Additional Sheets If Required and DIR Registration Number for Bidder and all subcontractors is required

## BIDDER'S SECURITY

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are held and  
firmly bound unto **San Bernardino Valley Water Conservation District**, hereinafter called the  
"District," in the sum of \_\_\_\_\_ dollars, **(Not less  
than 10 percent of the total amount of Bid)** for the payment of which sum, well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to the District to perform the work required under  
the bidding schedule(s) of the District's Contract Documents entitled: **Mill Creek Diversion and  
Debris Management Project**.

NOW, THEREFORE, if said Principal is awarded a contract by the District and, within the time  
and in the manner required in the "Instructions to Bidders" enters into a written Agreement on the  
form of agreement bound with said Contract Documents, furnishes the required certificates of  
insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation  
shall be null and void, otherwise it shall remain in full force and effect.

FURTHERMORE, Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the Contract Documents shall in affect its  
obligation under this bond, and Surety does hereby waive notice of such changes.

In the event suit is brought upon this bond by the District and the District prevails, Surety shall  
pay all costs incurred by the District in such suit, including attorney's fees and costs.

SIGNED AND SEALED, this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(SEAL) (Principal) (Surety)

(SEAL) \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)



# **BIDDER INFORMATION SHEET AND STATEMENT OF QUALIFICATIONS**

## **Bidder's General Information and Statement of Experience:**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1 through 7, at the time of bid submittal will cause the bid to be non-responsive and may cause its rejection. Bidders shall submit Item No. 8 if requested by the District prior to award of contract. No award will be made until all of the Bidder's General Information (i.e., Items 1 through 7, inclusive Item 8, if requested) is delivered to and accepted by the District.

(1) Contractor's Name and Address:

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(2) Contractor's Telephone Number: \_\_\_\_\_

(3) Contractor's License: Primary Classification \_\_\_\_\_

State License No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Supplemental Classifications held, if any: \_\_\_\_\_

---

Name of Licensee, if different from (1) above:

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(4) Name of person who inspected site or proposed Work for your firm:

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

(5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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**Bidder's General Information and Statement of Experience Continued on next page**

## **Bidder's General Information and Statement of Experience Cont.**

- (6) **Statement of Experience:** List three projects completed as of recent date involving work of similar complexity and cost. Of the three (3) projects, two (2) must show experience involving stream restoration in an environmentally sensitive habitat.

<b>Project</b>	<b>Contract Price</b>	<b>Name, address, telephone # of OWNER</b>
1.		
2.		
3.		
4.		
5.		

- (7) The resume of the person who will be designated chief construction superintendent or on-site construction manager.
- (8) A financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

# CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION FORM

## NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California                      } SS.  
County of San Bernardino

\_\_\_\_\_, 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 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, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

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

Subscribed at:

\_\_\_\_\_  
(City)                      (County)                      (State)

on \_\_\_\_\_ 20 \_\_\_\_\_  
(Date)

NOTARY TO AFFIX SEAL  
AND CERTIFICATE OF  
ACKNOWLEDGMENT

\_\_\_\_\_  
(Bidder's name)

\_\_\_\_\_  
(Bidder's signature)

## ACKNOWLEDGMENT OF ADDENDA RECEIVED

The bidder shall acknowledge the receipt of addenda by placing an "x" by each addendum received.

ADDENDUM NO. 1 \_\_\_\_\_  
ADDENDUM NO. 2 \_\_\_\_\_  
ADDENDUM NO. 3 \_\_\_\_\_  
ADDENDUM NO. 4 \_\_\_\_\_  
ADDENDUM NO. 5 \_\_\_\_\_  
ADDENDUM NO. 6 \_\_\_\_\_  
ADDENDUM NO. 7 \_\_\_\_\_  
ADDENDUM NO. 8 \_\_\_\_\_

If an addendum or addenda have been issued by the agency and not noted above as being received by the bidder, the bid proposal will be rejected.

\_\_\_\_\_  
(Bidder's name)

\_\_\_\_\_  
(Bidder's signature)

Attachment : Conservation District tandard ervice Agreement

## **CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION SUPPORT SERVICES FOR THE MILL CREEK DIVERSION IMPROVEMENT PROJECT** ("Agreement") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and \_\_\_\_\_. ("Consultant"), is effective upon the date on which this Agreement is signed by both District and Consultant ("Effective Date").

**NOW THEREFORE**, the parties hereto agree as follows:

### **1.0 SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all of the term and conditions of this Agreement, the Consultant shall provide Construction Support Services for the Mill Creek Diversion Improvement Project (Project) consistent with the Scope of Work appended hereto as Attachment 1. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

**1.2 Authorization to Begin, Schedule and Retention Tenn.** Consultant's term to begin work or services, shall initiate upon receipt of a Notice to Proceed by District. Further, no work or services other than that described in the Scope of Work shall be initiated by the Consultant without written authorization of the District and documented as a Change Order to this agreement.

**1.3 Compliance With Law.** All work and services rendered hereunder shall be provided consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality for the same type of work (herein the "Standard of Care") and in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

### **2.0 COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, the Consultant shall be paid an amount not to exceed a total payment of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars).

**2.2 Method of Payment.** Provided that Consultant is not in default under the terms of this Agreement, the Consultant shall be paid monthly for each task described in the Scope of Work, under submission of an invoice, provided that prior to payment of the final invoice, all

work authorized by the District shall be completed, including delivery of final work product, and supporting documentation.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time; a detailed narrative description of the work performed within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid.

### **3.0 COORDINATION OF WORK**

3.1 Representative of Consultant \_\_\_\_\_ is hereby designated as the principal representative of the Consultant, authorized under all applicable laws to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. The General Manager is hereby designated as the representative of the District, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer").

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part Consulting Work required of Consultant herein without the prior express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the District, and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

### **4.0 INSURANCE AND INDEMNIFICATION**

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub consultants shall cover or insure under the applicable laws relating to workers compensation insurance, each of their employees involved in any way in carrying out the work contemplated under this Agreement, all in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omission in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the District. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the District project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self- insurance retention must be declared to and approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current AM. Best's rating of no less than A-:VII or equivalent or as otherwise approved by the District.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts of payment of premiums thereon.



4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars per claim and annual aggregate.

4.1-03.08 Sub-Consultants . In the event that Consultant employs other consultants as part of the services covered by this Agreement, consistent with Section 3.3 above, it shall be the Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

**4.2** Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the District, its directors, officers, employees, or designated volunteers, and each of them from and against:

4.2-01 Any and all third party tort claims, demands, lawsuits, or causes of action (the "Claims"), and the damages, costs, expenses, losses, or liabilities arising out of such Claims, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Consultant , or any directors, officers, employees or designated volunteers of District or Consultant, and damages to or destruction of property of any person, including but not limited to, District and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors or omissions committed or alleged to have been committed, except in those cases where the District is liable.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or caused by the willful or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases where the District is liable.

4.2-03 Consultant shall defend, subject to the terms of 4.2 above, at its own cost, expense and risk, with Counsel of District's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse District and its directors, officers, employees or designated volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance

proceeds, if any, received by the District, or its directors, officers, employees or designated volunteers.

**4.3 Laws Regulations and Permits.** The Consultant shall exercise all professional care to give all notices required by law and exercise the Standard of Care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all negligent or intentional violations of the law in connection with work furnished by the Consultant. If the Consultant negligently or intentionally performs any work contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs and penalties, civil or criminal, arising therefrom.

**4.4 Safety.** The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times, exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

## **5.0 TERM OF AGREEMENT**

**5.1 Term.** This Agreement shall be effective from date of signature of both parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below. In no event, however, shall this contract extend beyond December 31, 2024, unless expressly extended by both parties in writing.

## **6.0 MISCELLANEOUS**

**6.1 Covenant Against Discrimination.** The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

**6.2 Non-liability of District Officers and Employees.** No officer or employee of the District shall be personally liable to Consultant, or a successor in interest, in the event of any default or breach by the District or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**6.3 Conflict of Interest.** No director, officer, agent, employee or designated volunteer of the District shall have any financial interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or

regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

**6.4 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the General Manager, San Bernardino Valley Water Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

**6.5 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

**6.6 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time only by the mutual consent of the parties and only by an instrument in writing.

**6.7 Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**6.8 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**6.9 Attorney's Fees.** If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**6.10 Ownership of Work.** All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless otherwise directed by the District. The Consultant shall provide to the District all notes,

maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("Work"), no later than the time of the completion of the Consultant's Work or earlier termination of this Agreement under Section 6. 11 below. The Consultant shall not disclose or utilize its Work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such Work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

**6.11 Termination.** This Agreement may be terminated by either party giving 30 days' notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The right, duties, and responsibilities of the parties shall continue in full force during the period of this 30-day notice. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been incurred, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

**6.12 Mediation.** In the event of disagreement as to termination procedures, the Consultant and District shall meet and confer to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

**6.13 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**IN WITNESS WHEREOF**, the parties have executed and entered into this Agreement and by signature below:

SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT

By: \_\_\_\_\_  
Betsy Miller, General Manager

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_

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

Address:  
Phone:

Date: \_\_\_\_\_

**Attachment 1**  
**Scope of Services**

**Attachment 2**  
**Schedule of Rates**