



# COUNTY *of* VENTURA

## Harbor Department

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### SPECIFICATIONS FOR

### Channel Islands Harbor PENINSULA REVETMENT REPAIR PROJECT

Specification Number: **HD 22-02**

Project Number: **HD 22-02**

Issued: August 22, 2022

Addendum 1: September 1, 2022

Addendum 2: September 14, 2022

Low Bidder: September 22, 2022

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**COUNTY of VENTURA  
HARBOR DEPARTMENT**

**NOTICE INVITING BIDS  
PROPOSAL FORM - SPECIFICATIONS**

**FOR**

**NAME:**

**County of Ventura  
CHANNEL ISLANDS HARBOR  
PENINSULA REVETMENT REPAIR PROJECT**

**LOCATION:**

**3700 Peninsula Road, Oxnard, California 93035**

**SPECIFICATION NO.:**

**HD 22-02**

**PROJECT NO.:**

**HD 22-02**

**DESIGNED BY:**

**Coastal Frontiers Corporation**

**REVIEWED BY:**

**Harbor Department**

**DATE: August 22, 2022**

BIDS WILL BE RECEIVED UNTIL  
3:00 P.M. - THURSDAY, SEPTEMBER 22ND,  
2022 AT:

**HARBOR DEPARTMENT  
3900 PELICAN WAY  
OXNARD, CA 93035**

PICK-UP PLANS & SPECIFICATIONS AT:

**COAST REPROGRAPHICS  
1710 DONLON STREE, STE 2  
VENTURA, CA 93003  
[www.coastrepro.com](http://www.coastrepro.com)**

**Plan Service Charge (Non-Refundable)**

Specifications Booklet @.	\$ <b>5.00</b>
Plan Set (full-size) @.	\$ <b>72.50</b>
Plan Set (half-size) @.	\$ <b>30.00</b>
<b>All Items + Sales Tax</b>	

## **NOTICE TO BIDDERS, SUBCONTRACTORS AND SUPPLIERS**

The following website or phone numbers should be used to obtain information concerning this project:

<u>Type of Information Desired</u>	<u>Number</u>
List of Plan Holders ( <a href="http://www.coastrepro.com">www.coastrepro.com</a> )	(805) 642-5898
Addenda issued ( <a href="http://www.coastrepro.com">www.coastrepro.com</a> )	(805) 642-5898
Technical questions regarding the Plans or Specifications contact:	Danielle Tarr <a href="mailto:danielle.tarr@ventura.org">danielle.tarr@ventura.org</a>

BID RESULTS @ [www.coastrepro.com](http://www.coastrepro.com) day after Bid Opening or  
Email [danielle.tarr@ventura.org](mailto:danielle.tarr@ventura.org)

Please do not call other staff members or consultants.

The Bid Opening will not be postponed, so please call us early as possible in the bidding process to discuss problems with the documents which may require addenda to be issued.

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**County of Ventura – Channel Islands Harbor  
PENINSULA REVETMENT REPAIR PROJECT  
Spec. No.: 22-02; Project No.: 22-02**

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**COUNTY OF VENTURA**  
**NOTICE INVITING BIDS**

Sealed bids will be received by the undersigned in the bid box at the County of Ventura - Harbor Department, Channel Islands Harbor Office, 3900 Pelican Way, Oxnard, CA, (i.e., Harbor Patrol Temporary Construction Trailer) until **3:00 P.M. on THURSDAY the 22<sup>nd</sup> day of September 2022** for **County of Ventura; Channel Islands Harbor – Peninsula Revetment Repair Project-** repair and replacement of 1,540 linear feet of rock revetment located around the south end of Peninsula Road in Channel Islands Harbor. The project includes removal of the existing rock revetment, re-grading the existing ground to a 1.75 (horizontal):1 (vertical) slope, installing filter fabric to assist in stabilizing the slope, and placing new rock over the reshaped and covered slope, Specification No. **HD 22-02**.

The estimated cost of construction is \$2,200,000.00.

Bids will be publicly opened after said time. The Plans, Specifications and Proposal forms for this project are filed in the office of the undersigned and are by reference made a part of this Notice. Said documents may be obtained at **COAST REPROGRAPHICS, 1710 Donlon Street, Suite 2, Ventura, CA 93003** for the cost of the documents plus sales tax. (Shipping costs are in addition).

NOTE: Bid Documents may be viewed @ [www.coastrepro.com](http://www.coastrepro.com) and [ebidboard.com](http://ebidboard.com)

For general information concerning bidding documents, call 805-973-5950. For technical questions concerning the bidding documents email: [Danielle.Tarr@ventura.org](mailto:Danielle.Tarr@ventura.org) **PLEASE DO NOT CALL THE UNDERSIGNED.**

APWA-AGC Standard Specifications for Public Works Construction (SSPWC), 2018 Edition referred to but said documents, are available from Bni Publications, Inc. 990 Park Center Drive – Suite “E”, Vista, CA 92081; Phone No. (760) 734-1113. The SSPWC 2018 Edition costs \$95.00, plus applicable shipping costs.

Bids must be submitted on the Proposal form furnished with said documents. Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid, **PAYABLE TO THE COUNTY OF VENTURA** and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made. The bid guarantee shall be in one of the following forms: a bid bond written by an admitted surety insurer on the form included with the Proposal form, a cashier's check drawn by a National bank, a check certified by a National bank or cash. An electronically transmitted copy (FAX) of the bid bond form included in the Proposal form may be used, but the form must have the original signatures of the principal and surety. A FAX of the completed bond will not be accepted.

Bidders shall have a **Class A** California Contractors license, at the time of award.

The bidder to whom award is made will be required to furnish a Performance Bond and a Payment Bond, each in the amount of 100% of the contract price.

In accordance with Section 22300 of the Public Contract Code, securities may be substituted for funds withheld.

The determinations of prevailing rates of wages made by the State of California for Ventura County are available on the Internet @ <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Bidders who do not have access to the Internet may obtain a copy of the State Prevailing Rates of Wages by contacting the Harbor Department at 805-973-5950. The Contractor must post copies of the prevailing wage schedule at each job site.

Dated this 22ND date of August 2022.

Michael Tripp  
Harbor Director

**PROPOSAL  
FOR**

**County of Ventura – Channel Islands Harbor  
PENINSULA REVETMENT REPAIR PROJECT**

**LOCATED IN  
VENTURA COUNTY, CALIFORNIA**

**MAKE BID GUARANTEE TO COUNTY OF VENTURA.  
USE FORM PROVIDED (SEE PARAGRAPH 9, INSTRUCTION TO BIDDERS).**

**SPECIFICATION NO. 22-02 INCLUDING 19 SHEETS OF PLANS**

**THERE WILL BE A MANDATORY ONLINE ZOOM PRE-BID CONFERENCE ON MONDAY,  
AUGUST 29TH, 2022 AT 9:00 AM., EMAIL [Danielle.Tarr@ventura.org](mailto:Danielle.Tarr@ventura.org) FOR LINK.**

**THERE WILL BE AN OPTIONAL PRE-BID CONFERENCE ON THURSDAY, SEPTEMBER 1ST, 2022  
AT 10:00 AM., ON-SITE, PARKING LOT AT, 3700 PENINSULA RD, OXNARD, CA 93035.**

**BIDS WILL BE RECEIVED ON THURSDAY, SEPTEMBER 22ND, 2022 AT 3:00 P.M. AT HARBOR  
DEPARTMENT, 3900 PELICAN WAY- HARBOR PATROL COUNTER, OXNARD, CA 93035.**

**AGENCY IS ALLOWED 45 CALENDAR DAYS TO AWARD A CONTRACT.**

**THE STARTING DATE OF CONTRACT WILL BE 28 CALENDAR DAYS AFTER AWARD OF  
CONTRACT.**

**COMPLETION TIME IS 150 WORKING DAYS FOR COMPLETION OF ALL CONSTRUCTION  
WORK.**

**LIQUIDATED DAMAGES ARE \$750.00 PER CALENDAR DAY FOR EXCEEDING CONTRACT TIME  
ALLOWED FOR CONSTRUCTION WORK.**

**CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS "A"**

**LIABILITY INSURANCE CLASS REQUIRED PER SECTION 7-4 IS L-B.**

**FEDERAL-AID CONTRACT PROVISIONS ARE NOT INCLUDED IN THESE SPECIFICATIONS.**

**THE NUMBER OF PAGES IN THIS PROPOSAL IS 12.**

**BIDDER SHALL COMPLETE**

**NAME:** Larison Contracting Corp.

**ADDRESS:** 3268 Cherry Ave.

**CITY:** Long Beach **STATE:** California **ZIP CODE:** 90807

**PHONE No.:** (562) 427-1900 **FAX No.:** N/A

## **PROPOSAL**

### **INSTRUCTION TO BIDDERS**

1. **LICENSING OF BIDDER.** Before submitting bids, bidders shall be licensed in accordance with the provisions of Sections 7000 through 7145 of the Business and Professions Code of the State of California in the classification required for the work bid on. The bidder's license number, classification, and expiration date shall be inserted on the last page of the proposal form. The bidder's name shall correspond in all respects with the name shown on the license. License numbers and names are checked with the State.
2. **SITE INSPECTION.** Personally visit the worksite before submitting your bid to ascertain the existence of any surface or subsurface conditions affecting the cost of the work.
3. **MODIFICATION AND INTERPRETATION.** Carefully review the plans and specifications for any errors, omissions, or ambiguities. If you discover any, notify the Ventura County Harbor Department far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda. Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. The Agency shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications regardless of when or by whom such oral communications are made, and you should not rely upon such oral communications in preparing your bid.
4. **BID ITEMS.** State in figures the unit prices, lump sum prices and extensions as indicated which shall be the prices for which you propose to supply all materials and services and perform all work required by the plans and specifications. All items described are to be construed as complete and in place. Include in the bid amount for items listed on the proposal form the cost of performing all work shown on the plans or required by the specifications for which a specific bid item is not provided. Bid on all items listed under Schedule of Work and Prices unless otherwise indicated in the proposal form.
5. **SIGNING OF BID DOCUMENTS.** Fill in all indicated blanks in this proposal (typed or handwritten in ink) and sign with ink. A signature is required on pages no. 5, 6, 7 (if 'NONE', so indicate), 8 (if appropriate), 9 (enter bid item and bid total amounts), 10 (complete and indicate 'Acknowledgement of Addenda' as appropriate) and 11 (see Paragraph 9). Proposals signed by an agent other than an owner, partner or corporate officer shall be accompanied by a power-of-attorney. Proposal forms must be dated.
6. **NON-COLLUSION AFFIDAVIT.** The non-collusion affidavit required by Public Contract Code 7106 is included on page 5 of this Proposal.
7. **BID FORM NOT TO BE ALTERED.** Do not change the wording of this proposal. Any additions, deletions, conditions, limitations or provisions by the bidder will render the proposal irregular and may cause its rejection.
8. **CORRECTING BID.** Explain over your signature any erasures or deletions of information entered by the bidder in this proposal. Modifications submitted separately from this form will not be accepted. If you desire to make changes in a bid item or a group of bid items just before the time for closing bids, you may do so by filling out the Bid Price Adjustment page in this Proposal and depositing it with the proposal. See Section 16 of these instructions.

## PROPOSAL

### INSTRUCTION TO BIDDERS

9. **BID GUARANTEE.** Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made to him. The bid guarantee shall be in one of the following forms: A bid bond written by an approved surety insurer on the form included with the proposal form, a cashier's check drawn by a national bank, a check certified by a national bank or cash. An electronically transmitted copy (FAX) of the bid bond form included in the proposal form may be used, but the form must have the original signatures of the principal and surety. A FAX of the completed bond will not be accepted. Note: Performance and Payment Bonds are required from the bidder to whom a contract is awarded. See specifications Subsection 2-4 for contract bond requirements including limitations on the sureties that may issue the bonds.

10. **SUBMITTING BID.** Submit your bid on one copy only of this proposal form, with addenda acknowledged by inserting the addenda numbers on the last page of this proposal and with bid guarantee attached, in a sealed envelope addressed to: Harbor Director, County of Ventura – Harbor Department, 3900 Pelican Way, Oxnard, California 93035. The envelope must show the project title and the bidder's name and address. Do not return plans and specifications or enclose other documents in this bid envelope. Late bids will not be opened or considered. Bids must be on this form.

IMPORTANT: Proposals received that are not signed will not be considered.

11. **TIME OF BID CLOSURE.** The bid box will be closed promptly at the time specified on the first sheet of the proposal form. The person opening bids will not accept bids that are not in the bid box at closing time. The time used is local standard time as obtained from [www.timeanddate.com](http://www.timeanddate.com). The clock on the wall behind the Harbor Department, Public Counter will be set to local standard time and will govern closure of the bid box. Potential bidders should note that other clocks in the building may not be set to the correct time and should not be relied upon.

12. **DELIVERY OF BID.** Bids delivered in person must be placed in the bid box at the Harbor Department, Harbor Patrol temporary trailer, which is located at 3900 Pelican Way, Oxnard, California 93035. The Harbor Department, Public Counter is located in the Channel Islands Harbor (CIH) Harbor Patrol temporary trailer, which is adjacent to the CIH entrance channel off Pelican Way. The CIH Harbor Patrol temporary trailer is reached by taking the Victoria Avenue exit off the 101 Freeway, proceed south approximately 5 miles to Channel Islands Boulevard, continue on Victoria Avenue approximately 1 mile to Pelican Way and turn right. The CIH Harbor Patrol temporary trailer is at the end of Pelican Way on the right. Bids must be placed in the bid box prior to the hour and date designated on Page 1 of this Proposal.

13. **MAILED BIDS.** Bids received by the Harbor Department at 3900 Pelican Way, Oxnard, California 93035 prior to 3:00 P.M. on the bid opening date will be considered to have been placed in the bid box on time, whether or not actually delivered to the bid box on time. Special delivery mail will not assure timely delivery to the County and has, on occasion, slowed delivery. Registered and certified mail usually slows delivery. Bidder is responsible for mailing bid early enough to insure delivery to the County on time. Telegraphic bids or modifications will not be considered.

**PROPOSAL****INSTRUCTION TO BIDDERS**

**14. WITHDRAWAL OF PROPOSAL.** Proposals may be withdrawn by the bidder prior to the time stated for opening bids upon written request, signed by the bidder or his authorized agent.

**15. ERRORS.** Bidder will not be released on account of errors. Where a discrepancy occurs between unit prices and totals, the unit price shall govern in computing the total. If a unit price is omitted, it will be determined from the item total, if entered. If both the unit price and line total for any item are omitted, the bid will be considered non-responsive in accordance with Paragraph 4 above. If the Total Bid Price is not equal to the sum of the Item Totals (as corrected), the Total Price Bid will be corrected. If no monetary symbol (\$) or (¢) is entered with a unit price, lump sum or extension, a dollar sign will be assumed to be the bidder's intent.

**16. BID ADJUSTMENT FORM.** The Bid Price Adjustment form, if used, must be included with a fully-executed proposal or placed separately in the bid box into which a fully-executed proposal has already been placed. If the form is submitted separately, it shall be signed, show the proper specification number and be placed in the bid box prior to the time for bid closure. If more than one form is submitted, the latest form shall clearly indicate if it replaces or supplements the previous form(s).

When the Bid Price Adjustment Form is used and an adjustment is entered applying to more than one bid item, the adjusted unit prices will be computed as follows:

a. The unit prices entered on the bid sheet will be multiplied by the numbers of units to get the line totals of the original bid. Corrections will be made as specified in 15 above, if necessary.

b. The increase or decrease specified on the Bid Price Adjustment Form will be applied to the line totals found in "a" above in the proportion that those line totals are to the sum of the group of line totals specified to be modified, rounding to the nearest \$0.01.

c. The modified unit prices will be computed by dividing the modified line totals found in "b" above by numbers of units, rounding to the nearest \$0.001.

When an adjustment is to be applied to only one bid item, the adjusted unit price will be computed in the same manner except there will be no proportioning done in "b". The bid abstract and contract will show adjusted prices.

**17. MINIMUM WAGE and CERTIFIED PAYROLL.** Labor on this project shall be paid no less than the greater of the minimum prevailing rates of wages established by the U.S. Secretary of Labor or by the State of California, Department of Industrial Relations.

**18. PRELIMINARY PROJECT SCHEDULE.** Bidders shall submit a preliminary project schedule indicating the major scope of work, start dates and durations. At minimum, the scopes of work shall include those items included in the proposal form. The preliminary project schedule shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment.

**PROPOSAL**

**NON – COLLUSION AFFIDAVIT**

I, the person whose signature is affixed to the last page of this proposal, submit this proposal to the Board of Supervisors and hereby declare:

1. That the bidder has read this proposal and has abided by and agrees to the conditions herein and has carefully examined the project plans and read the specifications and does hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Schedule of Work and Prices.

2. That the addenda indicated on the last page of this proposal are acknowledged.

3. That the bidder, as Principal, acknowledges himself as being bound by the attached bond or other acceptable bid guarantee.

4. 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.

Bidder's Name: Clint G. Larison - Larison Contracting Corp.



President

Date: September 22, 2022


Signature and Title

**PROPOSAL**

**CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM**

The Bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: Clint G. Larison - Larison Contracting Corp.

 President      Date: September 22, 2022  
Signature and Title

**NOTE:**

The Contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.



**PROPOSAL**  
**REQUIRED TECHNICAL ABILITY AND EXPERIENCE**

The Bidder to be awarded the Contract must be capable of performing the various items of Work bid upon. Bidders may be required to submit, before Award of the Contract, satisfactory evidence covering experience on similar work, a list of machinery, plant and other equipment available for the proposed work, and such statements of their financial resources as may be deemed necessary. If the available evidence of competency of any Bidder is not satisfactory, the bid of such Bidder will be rejected.



Contractor's Name Clint G. Larson - Larison Contracting Corp.



**PROPOSAL****List of Subcontractors and Off-Job Fabricators**

Listing shall comply with the provisions of California Public Contract Code, Section 4104.

Name of Subcontractor or Off-Job Fabricator	Business Address	Items of Work
American Marine Corporation	1500 S. Barracuda St. Terminal Island, Ca. 90731	Diving
Cahagan & Bryant Assoc.	10541 Humboldt Street Los Alamitos, Ca. 90720	Land Surveying & Hydrographic Survey
Tri-County Trucking	555 Sandy Circle Oxnard, California 93036	Furnish & Transport Armor Stone
Syn-TeX	Inkster Park Winnipeg, MB R2X 3B3	Fabricate Sifter Fabric Panel

If more space is needed, attach additional sheets.

Public Contract Code Section 4104 provides that bidders must list:

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

b. The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Bidder's Name: Clint G. Larison - Larison Contracting Corp.

  
Signature and Title

President

Date: September 22, 2022

**PROPOSAL****BID PRICE ADJUSTMENTS**

This form is to be used only to modify the total price bid for an item or group of items on the proposal form without the necessity of recomputing the line totals, unit prices, or the total price bid. It is particularly intended to allow adjustments for last minute material quotes or subcontract bids.

**DO NOT CONDITION OR QUALIFY YOUR BID OR OFFER ALTERNATIVES.**

**DO NOT ADJUST STIPULATED PRICES.**

To Agency - Make the following adjustments to the prices bid in this proposal:

<b>BID ITEM NUMBERS</b> (Indicate Schedule or Alternative Numbers as shown)  (If more than one bid item, numbers are inclusive)	Adjust the Total Price Bid for Items indicated in the first column as shown below.	
	<b>DECREASE</b>	<b>INCREASE</b>

- Note: 1. The adjustments will be made in accordance with Section 16 of the "Instructions to Bidders."
2. Do not condition the adjustments. See Section 7 of the "Instructions to Bidders."

Bidder's Name: Clint G Larison - President


 President
 Date: September 22, 2022

Signature and Title

Schedule of Work and Prices:


**County of Ventura – Channel Islands Harbor  
PENINSULA REVETMENT PROJECT**

No.	Item	Qty	Unit Price		Dollars
			Cost	Unit	
1	Mobilization	1	\$201,200	Lump Sum	\$ 201,100 -
2	Demolition	1	\$526,000	Lump Sum	\$ 526,000 -
3	Earthwork	1	\$179,080	Lump Sum	\$ 179,080 -
4	Furnish & Install Filter Fabric	1	\$373,120	Lump Sum	\$ 373,120 -
5	Furnish & Install Armor Stone	7,700	\$ 78 <sup>30</sup>	per Ton	\$ 602,910 -
6	Install Salvaged Armor Stone	1,000	\$ 23 <sup>50</sup>	per Ton	\$ 23,500 -
7	Furnish & Install 3/4 inch Crushed Rock Backfill	1,900	\$40 <sup>50</sup>	per Ton	\$ 76,950 -
8	Furnish Armor Stone to be Installed by Others	400	\$54 <sup>75</sup>	per Ton	\$ 21,900 -
9	Post-Construction As-Built Survey	1	\$17,400	Lump Sum	\$ 17,400 -
	PAYMENT & PERFORMANCE BONDS	1	\$ 19,908	Lump Sum	\$ 19,908 -
	FEE & INSURANCE	1	\$ 190,388	Lump Sum	\$ 190,388 -
	EXECUTION OF RELEASE ON CONTRACT	1	\$ 117,523	Lump Sum	\$ 117,523 -
<b>Total Base Bid</b>					<b>\$2,349,779 -</b>

**BASIS OF AWARD:** The COUNTY reserves the right to reject any or all bids. The award, if made, will be to the low responsive and responsible Base Bid.

**Bidder's Certification**

"I make the above Proposal and certify or declare under penalty of perjury that the statements made under my signature in this Proposal are true and correct."

  
\_\_\_\_\_  
Signature / Title

President

**PROPOSAL****Acknowledgment of Addenda**

Bidder must Initial for each  
Addenda received.

Addenda No.	Initials
1	<u>CSL</u>
2	<u>CSL</u>
3	<u>                    </u>
4	<u>                    </u>

**Bidder's Information**

Type of Organization

☒ Corp.    ☐ Partnership    ☐  
Individual

Larison Contracting Corp.

Company Name

3268 Cherry Ave

Address

Long Beach, California 90807

City - State - ZIP Code

(562) 427-1900

Phone No. / FAX No.

87-0935121

Federal Tax ID No. / State Tax ID No.

A                      795146                      August 31, 2023

Contractor's License Class / No. / Expiration Date

"Contractor's License Class, Number and  
Expiration Date are made under penalty of  
perjury."

**PROPOSAL****BID BOND**

Enter	}	
Name &	}	Fidelity and Deposit Company of Maryland
Address	}	1299 Zurich Way, 5th Floor
of Bonding	}	Schaumburg, IL 60196-1056
Company	}	

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_  
Larison Contracting Corporation, Principal,

and \_\_\_\_\_  
Fidelity and Deposit Company of Maryland, Surety,

are held and firmly bound unto **COUNTY OF VENTURA**, Obligee,

in the sum of Ten Percent of the total amount of the Bid for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

**County of Ventura – Channel Islands Harbor  
PENINSULA REVETMENT REPAIR PROJECT**

(Spec. No.: 22-02)

NOW, THEREFORE, if that contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in the prescribed form in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in the suit, including reasonable attorney's fee to be fixed by the court.

Signed, sealed and dated: September 14, 2022



\_\_\_\_\_  
Larison Contracting Corporation  
(Principal)  
by \_\_\_\_\_ 9/20/22 (Seal)  
Clint Larison, President

\_\_\_\_\_  
Fidelity and Deposit Company of Maryland  
(Surety)  
by \_\_\_\_\_  
Lisa Sayno, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of San Diego

On SEP 14 2022 before me, Bethany June Castleman, Notary Public,  
(Here insert name and title of the officer)

personally appeared Lisa Sayno

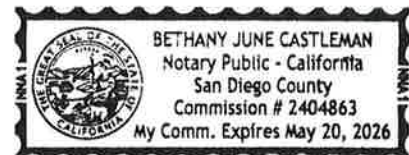
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Bethany J. Castleman  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

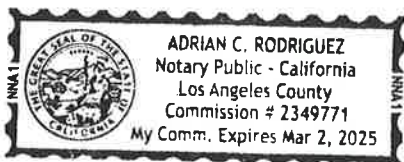
State of California

County of Los Angeles

On Sept. 20. 22 before me Adrian C. Rodriguez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Clint Larson  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond (on Page 12)

Document Date: 9/20/22 Number of Pages: ONE

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☒ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: Self

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# PREVAILING WAGE REQUIREMENTS





# COUNTY *of* VENTURA

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## Harbor Department

### **PREVAILING RATES OF WAGES**

As provided in Subsection 7-2.2 of these specifications, and in accordance with Section 1770 et. seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by the California Labor Code, Section 1777.5, properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code, Section 1773.8.

The determinations made by the State of California are available on the Internet @ <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Select California, then select Ventura County to access the proper Prevailing Rates of Wages for the project.

Contractors who do not have access to the Internet may obtain copies of the State Prevailing Rates of Wages by contacting the Harbor Department @ (805) 973-5950.

The Contractor shall post a copy of the wage rates at each jobsite at a location readily available to the workers.

Attention is directed to the fact that more than one rate of wages may apply to a classification during a single contract. The affected classifications are denoted with a double asterisk (\*\*) in the determination made by the State. The Contractor should contact the Prevailing Wage Unit of the State Division of Labor Statistics and Research to obtain predetermined wage changes.

EXCERPTS FROM THE  
**CALIFORNIA LABOR CODE**  
AS OF JANUARY 1, 2000

**The Labor Code sections furnished are those mentioned in the specifications section 7.2.2.2. They are furnished for the convenience of the contractor and in no way limit the required compliance with all laws.**

**1771. Payment of general prevailing rate.**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**1775. Forfeiture for violation; action against contractor to recover penalties.**

(a) The contractor and any subcontractor under him or her shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by him or her or, except as provided in subdivision (b), by any subcontractor under him or her. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the contractor in meeting his or her prevailing wage obligations, or the willful failure by the contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor or subcontractor had knowledge of his or her obligations under this part. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all the following requirements:

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

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the body awarding the contract under which the employees performed work did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the contractor shall pay all moneys retained from the subcontractor to the awarding body. The moneys shall be retained by the awarding body pending the final decision of an enforcement action, and be forwarded to the Labor Commissioner for disbursement pursuant to subdivision (d) if the subcontractor does not prevail in the action. Wages for workers who cannot be located after a diligent search by the Labor Commissioner shall be deposited in the Industrial Relations Unpaid Wage Fund pursuant to subdivision (c) of Section 96.7. Penalties shall be paid into the General Fund. If the subcontractor prevails in the enforcement action, the awarding body shall release any funds retained pursuant to this subdivision to the contractor within 10 working days from the date of the final decision of the court.

(d) To the extent that there is insufficient money due a contractor to cover all penalties and amounts due in accordance with this section or Section 1813, and in all cases where the contract does not provide for a money payment by the awarding body to the contractor, the awarding body shall notify the Division of Labor Standards Enforcement of the violation and the division, if necessary with the assistance of the awarding body, may maintain an action in any court of competent jurisdiction to recover the penalties and the amount due provided in this section. This action shall be commenced not later than 180 days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 180 days after acceptance of the public work, whichever last occurs. No issue other than that of the liability of the contractor and subcontractor for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the contractor and subcontractor to establish that the penalties and amount demanded in the action are not due. The contractor and subcontractor shall be jointly and severally liable in an enforcement action for any wages due. Following entry

of a judgment for joint and several liability, the division shall first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim for wages against the contractor. From the amount collected from the subcontractor, the wage claim shall be satisfied prior to the amount being applied to penalties. Out of any money withheld, recovered, or both, there shall first be paid the amount due each worker, and if insufficient funds are withheld, recovered, or both, to pay each worker in full, the money shall be prorated among all workers.

(e) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

**1776. Payroll records; retention; inspection; noncompliance penalties; rules and regulations.**

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

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

**1777.5 Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade exemptions; contributions.**

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval or denial of the apprenticeship program shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under the program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in the craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by the journeyman so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to

calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division or Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) The contractor covered by this section, that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section for that craft or trade.

(k) An Apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) A contractor to whom the contract is awarded, who, in performing any or the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to California Apprenticeship Council the same amount the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract. At the end of each fiscal year the California Apprenticeship Council shall

make grants to each apprenticeship program in proportion to the number of hours of training provided by the program for which the program did not receive contributions, weighted by the regular rate of contribution for the program. These grants shall be made from funds collected by California Apprenticeship Council during the fiscal year pursuant to this subdivision from contractors that employed registered apprentices but did not contribute to an approved apprenticeship program. All these funds received during the fiscal year shall be distributed as grants.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractor involve less than thirty thousand dollars (\$30,000) or 20 working days.

(p) All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

### **1813. Forfeiture for violation; contract stipulation; report of violations.**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is 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 this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

### **1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.



VENTURA COUNTY  
STANDARD SPECIFICATIONS

# VENTURA COUNTY HARBOR DEPARTMENT STANDARD SPECIFICATIONS

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**COUNTY OF VENTURA  
HARBOR DEPARTMENT  
STANDARD SPECIFICATIONS  
PART 1 - GENERAL PROVISIONS**

**SECTION 0 - SSPWC ADOPTION AND MODIFICATIONS**

**0-1 STANDARD SPECIFICATIONS**

Except as hereinafter provided or as modified by the Special Provisions, the provisions of Parts 2 through 5 of the 2015 edition of the Standard Specifications for Public Works Construction (referred to as SSPWC), published by BNi Building News, Los Angeles, are part of these Standard Specifications.

**0-2 DELETIONS**

The following portions of SSPWC are hereby deleted: Part 1 and Sections 200-1.6.2, and 301-1.4.

**0-3 NUMBERING OF SECTIONS**

The numbering in these modifications is compatible with the numbering in SSPWC. References to whole sections of SSPWC and these modifications are preceded by the word "Section", references to parts of sections show numbers only, such as "211-5", except at the beginning of a sentence, the word "Section" precedes the number. Standard Special Provisions, if included, are numbered as Sections 901 through 999. The Special Provisions are numbered starting with Section 1000 or higher.

Cross-references contained in SSPWC to sections deleted by 0-2 hereof shall be references to the sections of like number contained herein.

**0-4 ADDITIONS**

The sections that follow, either, replace sections of like number in SSPWC which were deleted in 0-2 above, modify sections of SSPWC, or add material not in SSPWC.

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

**1-1 GENERAL** Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Director.

### **1-2 TERMS AND DEFINITIONS**

**Acceptance**--The formal written acceptance by the Agency of the Work which has been completed in all respects in accordance with the Plans and Specifications and any Modifications thereof.

**Addendum**--Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects or changes the bidding or Contract Documents. The term "Addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

**Agency**--The legal entity for which the Work is being performed.

**Agreement**--See Contract.

**Base**--A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

**Bid**--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

**Bidder**--Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

**Board**--The officer or body constituting the awarding authority of the Agency.

**Bond**--Bid, performance and payment bond or other instrument of security.

**Cash Contract**--A contract financed by means other than special assessments.

**Certificate of Compliance**—A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site conforms to the requirements of the Contract Documents.

**Change Order**--A written order to the Contractor signed by the Agency directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

**Code**--The terms Government Code, Labor Code, etc. refer to codes of the State of California.

**Consultant**--A professional engineer, architect, landscape architect or other professional who designed the project or performed other services for the Agency on the project.

**Contract**--The written agreement between the Agency and the Contractor covering the Work.

**Contract Documents**--The Contract, Addenda, notice inviting bids, instruction to bidders; Bid (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 and Supplemental Agreements.

**Contractor**--The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of work being done under permit issued by the Agency, the Permittee shall be construed to be the Contractor. The term "prime contractor" shall mean Contractor.

**Contract Price**--The total amount of money for which the Contract is awarded.

**Contract Unit Price**--The amount shown in the Bid for a single unit of an item of work.

**County Sealer**--The Sealer of Weights and Measures of the county in which the Contract is let.

**Days**--Days shall mean consecutive calendar days unless otherwise specified.

**Daily Extra Work Reports**--Reports on Agency furnished forms as required by 3-3.

**Director**—The Harbor Department Director acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Disputed Work**--Work about which Agency and Contractor disagree.

**Due Notice**--A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48 hours or two Working Days) prior to the commencement of the contemplated action. Notification may be from Director to Contractor or from Contractor to Director.

**Electrolier**--Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

## **1-2 DEFINITIONS (Continued)**

Field Directive--A written communication from the Director to the Contractor that does not make any Modification to the Contract Documents. It is used only to answer Contractor's questions and to provide decisions as specified in the Contract Documents.

Geotextile--Synthetic fiber used in civil engineering applications, serving the primary function of separation and filtration.

House Connection Sewer--A sewer, within a public street or right of way, proposed to connect any parcel, lot, or part of a lot with a main line sewer.

House Sewer--A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire--The lamp housing including the optical and socket assemblies (and ballast if so specified).

Major Bid Item--A single Contract item constituting 10% or more of the original Contract Price.

Mast Arm--The structural member or bracket, which, when mounted on a Standard, supports the luminaire.

Modification--Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award--The written notice by the Agency to the successful Bidder stating that upon compliance by it with the required conditions, the Agency will execute the Contract.

Notice to Proceed--A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Owner--Same meaning as Agency.

Person--Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans--The drawings, profiles, cross sections, Standard Plans, working drawings, shop drawings, and supplemental drawings, or reproductions thereof, approved by the Director, which show the location, character, dimensions, or details of the Work.

Private Contract--Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Prompt--The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal--See Bid.

Reference Specifications--Those bulletins, standards, rules, methods of analysis or testing, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway--The portion of a street reserved for vehicular use.

Service Connection--All or any portion of the conduit cable or duct including meter, between a utility distribution line and an individual consumer

Service Lateral Connection--The interface of the House Connection Sewer with the host pipe.

Sewer--Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Shop Drawings--Drawings showing details of manufactured or assembled products proposed to be incorporated in the Work.

Special Provisions--Any provisions which supplement or modify the Standard Specifications.

Specifications--Standard Specifications, Reference Specifications, Standard Special Provisions, Special Provisions, and specifications in Change Orders or Supplemental Agreements between the Contractor and the Board.

Standard--The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans--Details of standard structures, devices, or instructions referred to on the Plans or in the Specifications by title or number.

Standard Special Provisions-- Special Provisions prepared in standardized form numbered in the series 401 through 499.

## 1-2 DEFINITIONS (Continued)

Standard Specifications--Parts 1 through 6 of this document. See Section 0. References to whole sections will be preceded by the word "Section", references to parts of sections will show numbers only, such as "3-2", except at the beginning of a sentence, the word "Section" precedes the number.

State--The State of California.

State Standard Plans--Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Stipulated Unit Price--Unit prices established by Agency in the Contract Documents.

Storm Drain--Any conduit and appurtenances intended for the reception and transfer of storm water.

Street--Any road, highway, parkway, freeway, alley, walk or way.

Subbase--A layer of specified material of planned thickness between a base and the subgrade.

Subcontractor--An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade--For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other material is placed. For structures, the soil prepared to support a structure.

Supervision--Supervision, where used to indicate supervision by the Director, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement--A written amendment of the Contract Documents signed by both parties.

Surety--See 2-4.

Utility--Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, sewers or storm drains owned, operated or maintained in or across a public right of way or private easement.

Work--That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Day--See 6-7.2 and 6.7.2.1.

Working Drawings--Drawings showing details not shown on the Plans which are required to designed by the Contractor

## 1-3 ABBREVIATIONS

**1-3.1 General.** The abbreviations herein, together with others in general use, are applicable to these Standard Specifications and to all other Contract Documents.

All abbreviations and symbols used on Plans for structural steel construction shall conform to those given by the "Manual of Steel Construction" published by the American Institute of Steel Construction, Inc.

### 1-3.2 Common Usage

<u>Abbreviation</u>	<u>Word or Words</u>	<u>Abbreviation</u>	<u>Word or Words</u>
Aban	Abandon	l	Liters
Aband	Abandoned	Lab	Laboratory
ABS	Acrylonitrile-butadiene-styrene	Lat	Lateral
AC	Asphalt Concrete	LD	Local depression
ACP	Asbestos cement pipe	LED	Light Emitting Diode
ADA	Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 1990,42 USC 12101-12213 (as amended))	LH	Lamp hole
Alt	Alternate	LL	Live load
AmerStd	American Standard	LOL	Layout line
APC	Air Placed Concrete	Long	Longitudinal
ARAM	Asphalt Rubber Aggregate Membrane	LP	Lamp post
ARHM	Asphalt Rubber Hot Mix	LPS	Low pressure sodium (Light)
AWG	American Wire Gage (non-ferrous wire)	LS	Lump sum
B/W	Back of wall	LTS	Lime treated soil
BC	Beginning of curve	m	Meters
BCR	Beginning of curb return	Maint	Maintenance
Bdry	Boundary	Max	Maximum
BF	Bottom of footing	MC	Medium curing
BM	Bench mark	MCR	Middle of curb return
BMPs	Best Management Practices	Meas	Measure
BVC	Beginning of vertical curve	MH	Manhole, maintenance hole
C&G	Curb & Gutter	Mil Spec	Military specification

<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>	<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>
C&G	Curb and gutter	Min	Minimum
CAB	Crushed aggregate base	Misc	Miscellaneous
CALOSHA	California Occupational Safety and Health Administration	Mon	Monument
CALTRANS	California Department of Transportation	MSDS	Material Safety Data Sheet
CAP	Corrugated aluminum pipe	Mult	Multiple
CB	Catch Basin	MUTCD	Manual on Uniform Traffic Control Devices
Cb	Curb	MVL	Mercury vapor light
CBP	Catch Basin Connection Pipe	N/A	No applicable
CBR	California Bearing Ratio	NRCP	Nonreinforced concrete pipe
C-C	Center to center	Obs	Obsolete
CCFRPM	Centrifugally Cast Fiberglass Reinforced Plastic Mortar	oc	On center
CCR	California Code of Regulations	OD	Outside diameter
CCTV	Closed Circuit TV	OE	Outer edge
CF	Cubic foot	Opp	Opposite
CF	Curb face	Orig	Original
CFR	Code of Federal Regulations	PAV	Pressure Aging Vessel
CFS	Cubic feet per second	PB	Pull box
CHDPE	Corrugated High Density Polyethylene	PC	Point of curvature
CIP	Cast iron pipe	PCC	Point of compound curvature
CIPP	Cast-in-place pipe	PCC	Portland cement concrete
CIPPC	Cast-in-place Concrete Pipe	PCVC	Point of compound vertical curve
CL	Clearance, center line	PE	Polyethylene
CLF	Chain link fence	PG	Performance Graded
CLSM	Controlled Low Strength Material	PI	Point of intersection
CMB	Crushed miscellaneous base	PL	Property line
CMC	Cement mortar-coated	PLI	Pounds per linear inch
CML	Cement mortar-lined	PMB	Processed miscellaneous base
cms	Cubic meters per second	POC	Point on curve
CO	Cleanout (Sewer)	POT	Point on tangent
Col	Column	PP	Power pole
Conc	Concrete	PRC	Point of reverse curve
Conn	Connection	PRCB	Precast Reinforced Concrete Box
Const	Construct, Construction	PRVC	Point of reverse vertical curve
Coord	Coordinate	PSI	Pounds per square inch
CQS	Cationic Quick-Setting	PT	Point of tangency
CRM	Crumb Rubber Modifier	PVC	Polyvinyl chloride
CRS	Cationic Rapid-Setting	Pvmt	Pavement
CSEP	Confined Space Entry Plan	Pvt R/W	Private right of way
CSP	Corrugated steel pipe	Q	Rate of flow in cms (CFS)
CSPA	Corrugated steel pipe arch	Quad	Quadrangle, Quadrant
CSS	Cationic Slow-Setting	R	Radius or Resistance value
CT	California Test	R&O	Rock and Oil
CTB	Cement treated base	R/W	Right of way
CV	Check valve	RA	Reclaimed Asphalt or Recycling agent
CY	Cubic yard	RAC	Recycled asphalt concrete
D	Depth, Load of pipe	RAP	Reclaimed asphalt pavement
db	Decibels	RBAC	Rubberized asphalt concrete
DbI	Double	RC	Reinforced concrete or Rapid Curing
DF	Douglas Fir	RCB	Reinforced concrete box
Dia	Diameter	RCE	Registered civil engineer
DIP	Ductile iron pipe	RCP	Reinforced concrete pipe
DL	Dead load	RCV	Remote control valve
DT	Drain tile	Ref	Reference
Dwg	Drawing	Reinf	Reinforced or reinforcement
Dwy Appr	Driveway approach	Res	Reservoir
Dwy	Driveway	RGE	Registered geotechnical engineer
Ea	Each	RPPCC	Reclaimed Plastic Portland Cement Concrete
EC	End of curve	RR	Railroad
ECR	End of curb return	RSE	Registered structural engineer
EF	Each face	RTE	Registered traffic engineer
EG	Edge of gutter	RTFO	Rolling Thin Film Oven
EGL	Energy grade line	RW	Reclaimed Water
EI	Elevation	S	Slope
ELC	Electroliter lighting conduit	S/W	Sidewalk

<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>	<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>
ELT	Extra long ton of slurry	SC	Slow curing
Eng	Engineer, Engineering	SCCP	Steel cylinder concrete pipe
EP	Edge of pavement	SCNs	Supplementary Cementitious Materials
Esmt	Easement	SD	Storm drain
ETB	Emulsion treated base	SDR	Standard dimension ratio
EVC	End of vertical curve	SE	Sand Equivalent
Exc	Excavation	Sec	Section
Exist or Ex	Existing	SF	Square foot
Exp Jt	Expansion joint	SG	Specific gravity
F & C	Frame and cover	SI	International System of Units (Metric)
F & I	Furnish and install	SLC	Service Lateral Connection
F/W	Face of wall	Spec	Specifications
Fab	Fabricate	SR	Standard ratio
FAS	Flashing arrow sign	SS	Sanitary sewer
FD	Floor drain	SSB	Select sub-base
Fdn	Foundation	SSP	Structural steel plate pipe
Fed Spec	Federal Specification	SSPA	Structural steel plate pipe arch
FG	Finished grade	St Hwy	State highway
FL	Flow line	Sta	Station
FS	Finished surface	Std	Standard
ft - lb	foot – pound	Str Gr	Straight grade
Ftg	footing	Str	Straight
FW	Face of wall	Struc	Structural/Structure
Ga	Gauge	SW	Sidewalk
Galv	Galvanized	SWD	Sidewalk drain
GG	Gap graded	SWPPP	Storm Water Pollution Prevention Plan
GIP	Galvanized iron pipe	SY	Square Yard
GL	Ground line or grade line	T/W	Top of wall
GM	Gas meter	Tan	Tangent
GP	Guy pole	TC	Top of curb
Gr	Grade	TCP	Traffic control plan
Grtg	Grating	Tel	Telephone
GSP	Galvanized steel pipe	TF	Top of footing
H	High or height	Topo	Topography
HB	Hose bib	Tr	Tract
HC	House connection	Trans	Transition
HDPE	High density Polyethylene	TRMAC	Tire rubber modified asphalt concrete
HDWL	Headwall	TS	Traffic signal or transition structure
HGL	Hydraulic grade line	TSC	Traffic signal conduit
Hor, Horiz	Horizontal	TSS	Traffic signal standard
Hp	Horsepower	TTC	Temporary traffic control
HPG	High pressure gas	TW	Top of wall
HPS	High pressure sodium (Light)	Typ	Typical
HRWRA	High Range Water Reducing Admixture	U.S.	United States
Hyd, Hydr	Hydraulic	U.S.C.	United States Code
ID	Inside diameter	USA	Underground Service Alert
Incl	Include, Including	Var	Varies, Variable
Insp	Inspection	VB	Valve box
Inv	Invert	VC	Vertical curve
IP	Iron pipe	VCP	Vitrified clay pipe
J	Joules	Vert	Vertical
JC	Junction chamber	Vol	Volume
Jct	Junction	VTCSH	Vehicle Traffic Controls Signal Heads
JS	Junction structure	W	Width or Wider
Jt	Joint	WATCH	Work Area Traffic Control Handbook
kg	Kilograms	WI	Wrought iron
kPa	KiloPascals	WM	Water meter
L	Length	WPJ	Weakened plane joint
		WTAT	Wet Track Abrasion Test
		X Conn	Cross connection
		x (as in 2x4)	by
		X-Sec	Cross section

### 1-3.3 Institutions.

<u>Abbreviation</u>	<u>Word or Words</u>
AAN .....	American Association of Nurserymen
AASHTO .....	American Association of State Highway and Transportation Officials
ACI .....	American Concrete Institute
AGC .....	Associated General Contractors of America
AISC .....	American Institute of Steel Construction
ANSI .....	American National Standards Institute
API .....	American Petroleum Institute
APWA .....	American Public Works Association
AREA .....	American Railway Engineering Association
ASHRAE .....	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME .....	American Society of Mechanical Engineers
ASTM .....	American Society for Testing and Materials
AWPA .....	American Wood Preserver's Association
AWS .....	American Welding Society
AWWA .....	American Water Works Association
CBSC .....	California Building Standards Commission
CRSI .....	Concrete Reinforcing Steel Institute
EIA .....	Electronic Industries Association
EPA .....	Environmental Protection Agency
ETL .....	Electrical Testing Laboratories
FCC .....	Federal Communications Commission
IAPMO .....	International Association of Plumbing and Mechanical Officials
ICC .....	International Code Council
IEEE .....	Institute of Electrical and Electronics Engineers
IMSA .....	International Municipal Signal Association
ITE .....	Institute of Traffic Engineers
NEMA .....	National Electrical Manufacturers Association
NFPA .....	National Fire Protection Association
NOAA .....	National Oceanic and Atmospheric Administration (Department of Commerce)
RUS .....	Rural Utility Service
UL .....	Underwriters' Laboratories, Inc.
USGS .....	United State Geological Survey
WFOA .....	Western Fire Chiefs Association

**1-3.4 Building Codes.** The Ventura County Building Code (VCBC) and Ventura County Fire Code (VCFC) or City of Oxnard Building Code (OBC) and City of Oxnard Fire Code (OFC) are applicable to the Work according to jurisdiction as determined by the Agency. VCBC and VCFC adopt by reference a number of uniform and national codes. Where such codes are referenced directly in the Specifications, such references shall be to the VCBC or VCFC which adopt and modify certain provisions in the referenced codes.

<u>Abbreviation</u>	<u>Code</u>	<u>Publisher</u>
CBC .....	California Building Code .....	CBSC
DBC .....	Uniform Code for Abatement of Dangerous Building .....	ICC
UBC .....	Uniform Building Code .....	ICC
UFC .....	Uniform Fire Code .....	ICC and WFOA
UHC .....	Uniform Housing Code .....	ICC
UMC .....	Uniform Mechanical Code .....	IAPMO
UPC .....	Uniform Plumbing Code .....	IAPMO
NEC .....	National Electrical Code .....	NFPA

### 1-3.5 Reference Documents.

<u>Abbreviation</u>	<u>Document</u>
HDM	Highway Design Manual, State of California, Department of Transportation, Latest Edition
MUTCD	Manual on Uniform Traffic Control Devices
SSP	Standard Plans, State of California, Department of Transportation, latest edition
SPPWC	Standard Plans for Public Works Construction, Latest edition, published by BNi Building News, Los Angeles,
SSPWC	Standard Specifications for Public Works Construction, (See Section 0-1)
SSS	Standard Specifications, State of California, Department of Transportation, latest edition
VCSS - HD	Ventura County Standard Specifications Harbor Department (Division 1, Sections 0 through 10, of which this section is a part)



## 1-4 UNITS OF MEASURE

### 1-4.1 General.

The International System of Units, also referred to as SI or the metric system, is the principal measurement system in these Specifications and shall be used for construction, unless otherwise stated in the Contract Documents. U. S. Standard Measure, also called U. S. Customary System, are included in parenthesis. SI units and U. S. Standard Measure in parenthesis may or may not be exactly equivalent. If U. S. Standard Measures are specified for use in the Contract Documents, then all values used for construction shall be U. S. Standard Measures shown in parentheses. However, certain material Specifications and test requirements contained herein use SI units specifically and conversions to U. S. Measures have not been included in these circumstances. When U. S. Standard Measures are not included in parentheses, the SI units shall control.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

#### 1-4.1.1 Units for Work.

Where U. S. Standard Measure units are shown on the Plans or are specified, U. S. Standard Measure shall be used for the Work.

### 1-4.2 Units of Measure, Equivalents and Abbreviations

One U.S. Customary Unit	(abbreviation)	Is Equal To	#	SI Unit
mil (=0.001 in)		25.4	micrometers	( $\mu\text{m}$ )
inch	(in)	25.4	millimeter	(mm)
inch	(in)	2.54	centimeter	(cm)
foot	(ft)	0.3048	meter	(m)
yard	(yd)	0.9144	meter	(m)
mile		1.6093	kilometer	(km)
square foot	(ft <sup>2</sup> )	0.0929	square meter	(m <sup>2</sup> )
square yard	(yd <sup>2</sup> )	0.8361	square meter	(m <sup>2</sup> )
cubic foot	(ft <sup>3</sup> )	0.0283	cubic meter	(m <sup>3</sup> )
cubic yard	(yd <sup>3</sup> )	0.7646	cubic meter	(m <sup>3</sup> )
acre (=43,560 ft <sup>2</sup> )		0.4047	hectare (1ha=10,000m <sup>2</sup> )	(ha)
gallon	(gal)	3.7854	Liter	(L)
fluid ounce	(fl. oz.)	29.5735	milliliter	(mL)
pound mass (avoirdupois)	(lbs)	0.4536	kilogram	(kg)
ounce mass	(oz)	0.02835	kilogram	(kg)
ounce mass	(oz)	28.35	grams	(g)
Ton (=2000 lb avoirdupois)		0.9072	Tonne (1 Tonne = 1000 kg)	
Poise		0.10	Pascal-second	(Pa-s)
centistoke	(cs)	1.00	square millimeter/sec.	(mm <sup>2</sup> /s)
pound force	(lbf)	4.4482	Newton	(N)
pound per square inch	(psi)	6.8948	Kilopascal	(kPa)
pound force per foot	(lbf/ft)	14.594	Newton per meter	(N/M)
foot-pound force	(ft-lbf)	1.3558	Joules	(J)
foot-pound force per second	([ft-lbf]/s)	1.3558	Watt	(W)
part per million	(ppm)	1.00	milligram/liter	(mg/L)
Degree Fahrenheit	(°F)	0.5555	Degree Celsius	(°C)

#### Temperature: Celsius to Fahrenheit

$$\text{Temperature } ^\circ\text{F} = (1.8 \times ^\circ\text{C}) + 32$$

#### Temperature: Fahrenheit to Celsius

$$\text{Temperature } ^\circ\text{C} = (^{\circ}\text{F} - 32) / 1.8$$

#### SI Units Used in Both Systems

Ampere (A)	second (s)	Candela (cd)
Volt (V)	decibel (db)	Lumen (lm)

#### Common Metric Prefixes

kilo (k)	10 <sup>3</sup>	milli (m)	10 <sup>-3</sup>	nano (n)	10 <sup>-9</sup>
centi (c)	10 <sup>-2</sup>	micro ( $\mu$ )	10 <sup>-6</sup>	pico (p)	10 <sup>-12</sup>

## 1-5 SYMBOLS

° Degree	$\overline{R}$ Property line	% Percent
' Feet or minutes	$\overline{S}$ Survey line or station line	# Number
" Inches or seconds	$\overline{Q}$ Center line	/ per or of (between words)
$\Delta$ Delta, the central angle or angle between tangents		$\angle$ Angle

## SECTION 2 - SCOPE AND CONTROL OF WORK

### 2-1 AWARD AND EXECUTION OF CONTRACT

**2-1.1 Award of Contract.** The right is reserved to waive minor irregularities in the proposals and to reject any or all proposals. The award of the Contract, if it be awarded, will be to the lowest responsive, responsible Bidder, determined as provided on the Proposal Form, whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of Days stated in the Proposal form. If the lowest responsible Bidder refuses or fails to execute the Contract, the Agency may, within 45 additional Days, consider the next lowest Bidder to be the lowest responsive, responsible Bidder. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing by the Bidder concerned. If the Bidder's bid guarantee was in the form of a bid bond, the Bidder shall also submit a statement from the Surety that the bond has been extended for the same period.

Proposals not accompanied by a properly executed Noncollusion Affidavit required by Public Contract Code Section 7106 will be considered nonresponsive and will not be considered for award.

All bids will be compared on the basis of the quantities, amounts and unit prices, or lump sums, as shown on the Bid Proposal.

Before award, the Bidder may be required to furnish acceptable evidence of adequate capability, equipment and financial resources to adequately perform the Work. Bidders found not to be so qualified may have their bids rejected. If reasonable cause exists to believe collusion exists among Bidders, or that prices Bid are unbalanced between Bid items, any or all proposals may be rejected.

Award will not be made to a Bidder who is listed by the State Labor Commissioner as ineligible to bid, work on, or be awarded public works projects.

**2-1.2 Notice of Award.** Within one Day after award of Contract by the Board, the Bidder to whom Contract is awarded will be notified of award by telephone, or if no contact is made by telephone, then by mail. Within three business days after award of Contract, a Notice of Award will be sent, transmitting the Contract Documents to such Bidder for execution. If telephone contact is made, the Bidder may request that the Contract Documents be held in Agency's office to be picked up.

**2-1.3 Execution of Contract Documents.** On receipt of the Contract Documents, the Bidder shall promptly obtain the required insurance coverage, certificates of insurance, power-of-attorney and Contract bonds, execute the Contract, and transmit all required documents to the Agency.

**2-1.4 Failure to Execute Documents.** Should the Bidder fail to furnish Agency all required documents, properly executed, prior to the starting day of the Contract time computed as provided in 6-7.4 and stated in the Notice of Award, Agency may thereafter declare the Bidder to be in default and its Proposal guarantee forfeited.

**2-1.5 Return of Proposal Guarantees.** Within 10 Days after the award of the Contract, Agency will return the Proposal guarantees, other than Bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. The low and second Bidder's Proposal guarantee will be held until the Contract has been executed, after which all Proposal guarantees, except Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose proposals they accompany.

**2-2 ASSIGNMENT.** No Contract or portion thereof may be assigned without consent of the Board except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law, but any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

## **2-3 SUBCONTRACTS.**

**2-3.1 General.** Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of that Chapter are included below for information.

The Bidder shall set forth in the Bid, as provided in 4104:

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

(2) An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor."

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half percent of 1 percent of the Contractor's total bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself except as otherwise provided in the Code.

Except as provided in Section 4107, no prime contractor, whose Bid is accepted, shall substitute any person or Subcontractor in place of the Subcontractor listed in the original bid other than for causes and by procedures established in Section 4107.5 which provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

**2-3.1.1 Use of Debarred Subcontractors Prohibited.** The Contractor is prohibited from performing work using a Subcontractor who is listed by the State Labor Commissioner as ineligible to work on public works projects.

**2-3.2 Additional Responsibilities.** The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

Except where the required Contractor's License Class is "B", the Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal with an "[S]". Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Director.

Before the work of any Subcontractor is started, the Contractor shall submit to the Director for approval a written statement showing the work to be subcontracted giving the name, contractor license number and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

**2-3.3 Status of Subcontractors.** Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

**2-3.3.1 Subcontracts.** The Contractor shall incorporate into all subcontracts, and the Subcontractor shall incorporate into all lower tier subcontracts, all of the Plans and Specifications which are part of the Contract between the Contractor and the Agency.

**2-3.3.2 Contractor Responsible.** The Contractor is responsible for properly performing and completing all Work required by the Contract whether or not it employs subcontractors for certain portions of the Work. It shall coordinate the sequence and timing of its efforts and that of its subcontractors to insure the proper and timely completion of the Work.

**2-3.3.3 Specialty Contractors.** Where a specialty Contractor's license is required by law or by the Specifications in order to perform certain portions of the Work, the Contractor may perform such portion with its own forces if it holds the proper license. Otherwise, it shall employ a properly licensed subcontractor to perform that portion of the Work. Such requirement to employ a subcontractor does not modify the other requirements of 2-3.

**2-4 CONTRACT BONDS.** Before execution of the Contract by the Agency, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Agency, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all Work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of the warranty period set forth in 6.8-2.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from the Agency.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

**2-4.1 Bond Forms.** Bonds shall be on forms furnished by Agency.

## **2-5 PLANS AND SPECIFICATIONS**

**2-5.1 General.** The Contractor shall keep at the work site a copy of the Plans and Specifications, to which the Director shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans, or shown on the Plans and not specified in the Specifications, shall be as though shown or specified in both. The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through reasonable examination of the work site prior to submitting the Bid..

Existing improvements visible at the work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the Contractor.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Director.

**2-5.1.1 Specifications Captions.** Captions accompanying specification parts, sections and paragraphs are for convenience of reference only and do not limit the content of such part, section or paragraph.

The division of the Plans into parts and the division of the Specifications into divisions and sections are for the ease of reference only and does not imply the division of work between trades or subcontractors.

**2-5.2 Precedence of Contract Documents.** If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement.
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Special Provisions.
- 7) Plans.
- 8) Standard Plans.
- 9) Standard Specifications.
- 10) Reference Specifications.

Detail drawings shall take precedence over general drawings.

**2-5.3 Submittals.**

**2-5.3.1 General.** Submittals shall be provided, at the Contractor's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Director.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Director. Neither review nor acceptance of submittals by the Director shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Director in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

**2-5.3.2 Working Drawings.** Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, 3 of the copies will be returned to the Contractor. If revisions are required, the Director will return one copy along with the reproducible for resubmission. Upon acceptance, the Director will return 2 of the copies to the Contractor and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

**TABLE 2-5.3.2 (A)**

Item	Section Number	Title	Subject
1	7-8.5.2	Sanitary Sewers	Sewage Bypass and Pumping
2	7.8.6.3	Water Pollution Control	Storm Water Pollution Prevention
3	7-8.6.6	Water Pollution Control	Dewatering Plan
4	7-10.2.2	Work Area Traffic Control	Traffic Control Plan
5	7-10.4..2.2	Safety	Trench Shoring
6	207-8.4	Joints	Vitrified Clay Pipe
7	207-10.2.1	General	Fabricated Steel Pipe
8	300-3.2	Cofferdams	Structure Excavation & Backfill
9	303-1.6.1	General	Falsework
10	303-1.7.1	General	Placing Reinforcement
11	303-3.1	General	Prestressed Concrete Construction
12	304-1.1.1	Shop Drawings	Structural Steel
13	304-1.1.2	Falsework Plans	Structural Steel
14	304-2.1	General	Metal Hand Railings
15	306-2.1	General	Jacking Operations
16	306-3.1	General	Tunneling Operations
17	306-3.4	Tunnel Supports	Tunneling Operations
18	306-6	Remodeling Existing Sewer Facilities	Polyethylene Liner Installation
19	306-8	Microtunneling	Microtunneling Operations

Working drawings listed above as Items 4, 5, 8, 9, 11, 12, 13, 15 and 18 shall be prepared by a Civil or Structural Engineer registered by the State of California.

**2-5.3.3 Shop Drawings.** Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

**2-5.3.4 Supporting Information.** Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verification of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Director. Six copies of the supporting information shall be submitted to the Director prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Director. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the Contractor. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- 1) List of Subcontractors per 2-3.2.
- 2) List of Materials per 4-1.4.
- 3) Certificates of Compliance per 4-1.5.
- 4) Construction Schedule per 6-1.
- 5) Spill Prevention and Emergency Response Plan per 7-8.5.3
- 6) Confined Space Entry Program per 7-10.4.5.1
- 7) Lean concrete base mix designs per 200-4
- 8) Concrete mix designs per 201-1.1.
- 9) Asphalt concrete mix designs per 203-6.1.
- 10) Pipeline layout diagrams per 207-2.1
- 11) Equipment and materials list per 307-1
- 12) Controller cabinet wiring diagrams per 307-17.2.2
- 13) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

**2-5.4 Record Drawings.** The Contractor shall prepare and maintain a set of prints in the Director's Field Office on which the locations and description of all plumbing, mechanical, and electrical facilities, which were not detailed fully on the Plans, are marked in colored pencil. Such prints shall also indicate any authorized changes from the original Plans. Such prints shall be furnished to the Director before final Acceptance of the Work.

**2-6 WORK TO BE DONE.** The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, it shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the Work.

All work under the Contract shall be performed in accordance with the highest standards prevailing in the trades unless otherwise specified on the Plans or in the Special Provisions. Unless otherwise specified, it is the intent that the Contractor will construct a complete facility ready for use.

**2-6.1 Manufacturer's Recommendations.** Where the manufacturer of any materials or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except where the Contract Documents specifically require deviations.

**2-6.2 Testing of Installed Components.** Where the specifications provide that any component of the Work is to be tested, calibrated or adjusted during or after installation, such testing shall be performed by a qualified firm, approved by the Director. The firm performing the testing or calibration shall be employed by and paid for by the Contractor.

**2-6.3 Training of Agency Personnel.** Where the specifications provide for training of Agency personnel in the use or maintenance of any component of the Work, the Contractor shall arrange for and pay for competent personnel to perform the training. Contractor shall schedule the training with the Director.

**2-7 SUBSURFACE DATA.** All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Specifications apply only at the location of the test holes and to the depths shown. Soil test reports for test holes which have been drilled are available for inspection at the office of the Director. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense.

The indicated groundwater elevation is that existing at the date specified in the data. It is the Contractor's responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation between what is shown in soil boring logs and what is actually encountered during construction will not be considered as a basis for Extra Work per 3-3.

Opinions, recommendations or conclusions contained in any soils report, soil boring logs, subsurface materials investigation, geological report or other similar studies, tests or reports, prepared for the Agency, are not a part of the Contract. Contractor shall be responsible for forming its own opinions and conclusions from the facts set forth in such reports.

**2-8 RIGHTS-OF-WAY.** Rights-of-way, easements or rights-of-entry for the Work will be provided by the Agency. Unless otherwise provided, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions.

**2-9 SURVEYING**

**2-9.1 Permanent Survey Markers.** The Contractor shall notify the Director at least 7 Days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks. The Director, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Director or the owner on Private Contracts. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Director by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 Days of finished paving unless otherwise specified.

**2-9.2 Survey Service.** The Director will set only the horizontal and vertical control survey points shown on the Plans. These will be set prior to the commencement of construction. The Contractor shall preserve these points as well as any other surveys established by the Director for use by the Contractor for the duration of their usefulness. If any survey points established by Director are lost or disturbed and need to be replaced, such replacement shall be by the Director at the expense of the Contractor. The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the Work to the lines, elevations and grades shown on the Plans and for the Director's use in checking such work. Copies of the field notes or diagrams used in setting stakes shall be promptly furnished to the Director.

**2-9.2.1 Open Areas.** Where dimensions are not given on the Plans for parking lots, landscaped areas or graded areas, distances shall be scaled. Unless otherwise indicated, straight grades and smooth vertical curves shall be set between indicated elevations. Finished surfaces shall be sloped to drain in order to eliminate ponding of water.

**2-9.2.2 Utilities.** Section 5-5.1 requires the Contractor's cooperation during the relocation of utilities, which may require the setting of lines and grades when needed by utility owners performing relocations.

**2-9.3 Contractor's Surveys.** Surveying by private engineers and surveyors on the Work shall conform to the quality and practice required by the Director.

**2-9.3.1 Errors in Surveys.** The Contractor is responsible for the accuracy of all surveys except those performed by the Director. To assure that a survey point set by the Director has not been disturbed since it was set and that it was accurately set, all surveys by the Contractor shall be based on at least two survey points set by the Director or by other governmental surveys, in accordance with good survey practice. Should discrepancies be found between such points, the Director shall be notified and construction shall not proceed until the discrepancy has been resolved.

**2-9.4 Line and Grade.** All Work upon completion shall conform to the lines, elevations, and grades shown on the Plans.

**2-9.5 Quantity Surveys.** The Director will perform all quantity surveys for payment purposes, however, in performing such quantity surveys, it may make use of surveys performed by the Contractor.

**2-9.6 Payment for Surveys.** Payment for performing all of the surveying and staking as required by the Specifications and such additional surveying and staking as required by the Contractor will be made at the lump sum price set forth in the Proposal and shall be full compensation for furnishing all labor, equipment, instruments and materials necessary to perform the Work. If no bid item for surveying is included in the Proposal, the cost of surveying shall be included in the prices bid for other applicable items of work.

**2-10 AUTHORITY OF BOARD AND DIRECTOR.** The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Director has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Director or its authorized representative.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work, and the interpretation of Specifications or drawings, the decision of the Director is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

**2-10.1 Decisions in Writing.** Any and all decisions of the Director interpreting Specifications or drawings shall be in writing. Any purported "interpretation" which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

#### **2-11 INSPECTION**

The Work is subject to inspection and approval of the Director. The Contractor shall notify the Director before noon of the working day before inspection is required. Work shall be done only in the presence of the Director, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Director and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

**2-11.1 Permit Inspections.** The Contractor shall arrange for code compliance inspections by all agencies issuing permits for the Work. The Work shall not continue beyond mandatory inspection points without clearance from the controlling agency. Each agency involved shall be notified in accordance with the code they enforce or in accordance with their standard operating procedures. No extensions of time will be granted for delays occasioned by such inspections except where, through no fault of the Contractor, the inspection is delayed more than one Day beyond normal response time after proper notification has been given. It shall be the Contractor's responsibility to see that any required inspection record card is signed off before proceeding with the next phase of the Work and completely signed off on completion of the Work.

**2-11.2 Structural Observation.** When the plans indicate that "Structural Observation" of specific work is required prior to Permit Inspection, Contractor shall notify Director, in writing, at least five working days prior to the date Contractor plans to have the work ready for structural observation. If the work is not ready for structural observation on the date indicated, Contractor shall reimburse Agency the cost of structural observer's visit to the Work site. If the work to be observed is substantially complete but is found to need correction before approval by the structural observer, Contractor shall give notice of a new date, as required above.

**2-12 SPECIAL NOTICES.** When specified in the Specifications or as directed by the Director, any notice required to be given in accordance with this subsection shall be in writing, dated, and signed by the Contractor or the Director. Such notices shall be served by any of the following methods:

- a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Agency may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned.

#### **2-13 AGENCY PERSONNEL AND AUTHORITY**

**2-13.1 General.** The Board has complete authority for the project within the limits prescribed by law. Pursuant to resolutions duly adopted by the Board, the authority to perform certain functions has been delegated to the Harbor Department Director. Agency staff personnel and Consultants delegated thereto by the Director are authorized to perform functions limited as set forth in the following list of personnel and designated duties.



**2-13.2 Director.** The Harbor Department Director is the Director and has general authority to administer the Contract. The Director has the following specific authority:

(a) To issue Contract Change Orders (CCO) and to settle claims subsequent to Acceptance as follows:

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order or Claim Settlement</u>
\$50,000 or less.....	\$5,000
greater than \$50,000 and not over \$250,000 .....	10% of the original Contract amount
greater than \$250,000 and not over \$2,750,000 .....	\$25,000 plus 5% of the original Contract cost in excess of \$250,000.
greater than \$2,750,000 .....	\$150,000

CCOs and claim settlements exceeding the amounts set forth above require Board approval.

- (b) To make final adjustments of quantities (FAQ) on unit price items.
- (c) To accept the Work when the Contractor has completed all obligations of the Contract, in accordance with the Plans, Specifications and other Contract Documents. The Director also has authority to make and record the Notice of Completion.
- (d) To approve progress and final payments under the Contract, including the provisions for withholding funds.
- (e) To determine whether performance on the Work is satisfactory. Satisfactory performance includes compliance with all contract requirements.
- (f) To approve the substitution of a Subcontractor, where allowed by law, if the listed Subcontractor does not object when notified.
- (g) To suspend the Work for the benefit of the Agency.

**2-13.4 Project manager.** The Project manager responsible for the project is designated in the Notice to Proceed. The Project manager has the following authority:

- (a) To interpret the Plans and Specifications.
- (b) To make minor changes in the location or features of the Work where no change in cost is involved. Such changes in cost may not be the net of multiple changes.
- (c) To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the Contract requirements.
- (d) To approve shop drawings and submittals.
- (e) To issue stop work orders when necessary to enforce the provisions of the Contract.
- (f) To make determinations of each Working Day to be charged against the Contract time in accordance with 6-7.3.
- (g) To take over a portion of the Work for Agency's use in accordance with 6-10.
- (h) To receive all correspondence and other documents from the Contractor.
- (i) To inspect the Work and perform Final Inspection subject to review by the Director.

**2-13.5 Inspector.** One or more inspectors may be assigned to the project by the Project manager. Substitutes may be used during absence of the assigned inspector. The Inspector has the following authority subject to review by the Project manager and the Director:

- (a) To view and inspect the Work, sample and test components (at the Work site and at offsite manufacturing locations), and to discuss the Work with the Contractor's field representative.
- (b) To determine compliance with the Plans, Specifications and other Contract Documents and to issue warnings of noncompliance.
- (c) To issue stop work notices in the following two instances only:
  - 1) Where a safety hazard exists that has an immediate potential for serious injury or death.
  - 2) Where the operation in progress, if continued for even a short period of time, could be adverse to the Agency's interests.

#### **2-13.6 Other Agency Personnel and Consultants.**

**2-13.6.1 Materials Engineer.** The Materials Engineer is designated in the Notice to Proceed. The Materials Engineer may assign one or more Materials Inspectors to the project.

Materials Inspectors have authority to sample and test material at the Work site and at offsite manufacturing or storage locations. They may furnish available written test results to the Contractor's field representative. At batch plants, they may issue warnings of noncompliance, but stop notices require the signature of the Materials Engineer or Project manager.

**2-13.6.2 Surveyors & Technicians.** Surveyors and technicians shall have free access to the site to perform their duties but have no authority related to Contract administration.

**2-13.6.3 Other Persons.** Other Agency personnel who are not involved in construction administration and the general public may be present at the site because it is their present place of work, as client/customers, as visitors, as future users of the facility, or as persons who will maintain the completed facility. Where the facility is to continue in use during construction, work access for Agency workers and client/customers shall be maintained as provided in the Special Provisions. Where the facility (or portion where construction is being performed) is not in use during construction, admittance to the Work site by Agency personnel not involved in construction administration and visitors may be allowed by the Contractor or by the inspector, subject to compliance with safety regulations. Such persons have no authority under the Contract and the Agency is not responsible for their comments, suggestions or directions.

**2-13.6.4 Consultants.** Consultants hired by the Agency shall have free access to the site to perform their duties but have no authority related to Contract administration, unless such duties are specifically identified in writing to the Contractor. When so identified, Consultant may perform the duties of certain Agency personnel described above.

## SECTION 3 - CHANGES IN WORK

### 3-1 CHANGES REQUESTED BY THE CONTRACTOR

**3-1.1 General.** Changes in specified methods of construction may be made at the Contractor's request when approved in writing by the Director. Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work, and which are not detrimental to the Work or to the interests of the Agency, may be granted by the Board to facilitate the Work, when approved in writing by the Director. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

**3-1.2 Payment for Changes Requested by the Contractor.** If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the Agency. All costs to the Agency in reviewing the proposed change, or testing materials involved therein, shall be paid for by the Contractor, whether or not the change is approved.

### 3-2 CHANGES INITIATED BY THE AGENCY

**3-2.1 General.** The Agency may change the Plans, Specifications, character of the Work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change orders shall be in writing and state the dollar value of the change or establish method of payment, any adjustment in Contract time, and, when negotiated prices are involved, shall provide for the Contractor's signature indicating its acceptance.

#### 3-2.2 Payment for Changes Initiated by the Agency.

**3-2.2.1 Contract Unit Prices.** If a change is ordered in an item of work covered by a Contract unit price, and such change does not involve a substantial change in the character of the Work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the Contract unit price. In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25% of the total cost of such item based on the original quantity and Contract unit price.

If a change is ordered in an item of work covered by a Contract unit price, and such change does involve a substantial change in the character of the Work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made in accordance with 3-2.2.3.

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

**3-2.2.2 Stipulated Unit Prices.** Stipulated unit prices are those established by the Agency in the Contract Documents, as distinguished from Contract unit prices submitted by the Contractor. Stipulated unit prices may be used for the adjustment of Contract changes.

**3-2.2.3 Pricing.** Adjustments in payments for changes other than those set forth in 3-2.2.1 and 3-2.2.2 will be determined by agreement between Contractor and Agency. If unable to reach agreement, the Agency may direct the Contractor to proceed on the basis of Extra Work in accordance with 3-3 or as set forth in 3-2.2.4.

**3-2.2.4 Non-Agreed Prices.** Agency may issue a change order directing the Contractor to proceed at a price set by the Agency or on the basis of Extra Work. If the Agency sets a price for the work covered by the change order, Contractor is entitled to payment for such work in accordance with 3-3 to the extent payment in accordance with 3-3 exceeds the price set by the Agency.

### 3-3 EXTRA WORK

**3-3.1 General.** New or unforeseen work will be classed as "Extra Work" when the Director determines that it is not covered by Contract Unit Prices or Stipulated Unit Prices.

#### 3-3.2 Payment.

**3-3.2.1 General.** When the price for the Extra Work cannot be agreed upon, the Agency will pay for the Extra Work based on the accumulation of costs as provided herein.

### 3-3.2.2 Basis for Establishing Costs

**(a) Labor.** The cost of labor will be the current cost for wages prevailing for each craft or type of workers performing the Extra Work at the time the Extra Work is done, plus payment of health and welfare, pension, vacation, apprenticeship funds, and other direct costs included in the prevailing rates applicable to the project, as well as assessments or benefits required by lawful collective bargaining agreements. To the total of these labor costs, the labor surcharge set forth in the current CALTRANS Labor Surcharge and Equipment Rental Rates publication shall be applied.

The use of a labor classification which would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs.

Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for the equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to Extra Work shall be paid. A foreman is defined as a lead working journeyman.

Nondirect labor costs including superintendence, payroll taxes, all types of insurance, and all other labor costs, not specifically provided for, shall be considered to be paid for as part of the markup of 3-3.2.3(a)(1).

**(b) Materials.** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the Work site in the quantities involved, plus sales tax, freight and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Agency.

**(c) Tool and Equipment Rental.** No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used for determining equipment rental costs shall not exceed the following:

- (1) For equipment that is listed in the current CALTRANS Labor Surcharge and Equipment Rental Rates publication, the rates shown therein. The right of way delay and overtime/multiple shift factors contained therein shall be used as applicable.
- (2) For equipment not listed in said CALTRANS publication, the listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (3) For equipment rental that includes operators and helpers, the applicable cost from (1) or (2) above, plus the applicable labor costs as determined in accordance with (a) above.

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

Necessary loading and transportation costs for equipment used on the Extra Work shall be added to the other costs.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the Agency.

All equipment shall be acceptable to the Director, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental rates for equipment already at the work site shall be for the duration of its use on the Extra Work, commencing at the time it is first put into actual operation on the Extra Work, plus the time required to move it from its previous site, and move it back to its previous site or to a closer site of next use.

### **3-3.2.2 Basis for Establishing Costs (Continued)**

**(d) Other Items.** The Agency may authorize other items which may be required on the Extra Work. Such items include labor, service, material and equipment which are different in their nature from those required for the Work specified in the Contract and which are of a type not ordinarily available from the Contractor or any of its subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

**(e) Invoices.** Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

### **3-3.2.3 Markup**

**(a) Work by Contractor.** The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits, and all other cost not specifically provided for:

- (1) Labor ..... 33%
- (2) Materials ..... 15%
- (3) Equipment Rental ..... 15%
- (4) Other Items and Expenditures ... 15%

To the sum of the cost and markups provided for in this section, 1 percent shall be added as compensation for bonding.

**(b) Work by Subcontractor.** When all or any part of the Extra Work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10% on the first \$5,000 of the subcontracted portion of the Extra Work and a markup of 5% on work in excess of \$5,000 of the subcontracted portion of the Extra Work may be added by the Contractor.

**3-3.3 Daily Extra Work Reports by Contractor.** When the price for the Extra Work cannot be agreed upon, the Contractor shall submit a Daily Extra Work Report to the Director on forms furnished by the Agency, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. Failure to submit the Daily Extra Work Report, showing the labor and equipment hours and the quantity of materials used, by the close of the next Working Day may waive any rights for that day. Failure to submit fully completed Daily Extra Work Reports, with the required supporting documentation, within ten calendar days after the Director makes a written request for the such reports shall waive all rights for the work covered by the requested reports. An attempt shall be made to reconcile the Daily Extra Work Report daily, and it shall be signed by the Director and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the Daily Extra Work Report. Daily Extra Work Reports by Subcontractors or others shall be submitted through the Contractor.

The Daily Extra Work Report shall:

- 1) Show names of workers, classifications, and hours worked.
- 2) Describe and list quantities of materials used.
- 3) Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- 4) Describe other services and expenditures in such detail as the Agency may require.

In addition to the Daily Extra Work Reports, the Contractor shall furnish Certified Payroll Records for the labor included in the reports before payment will be made.

**3-4 CHANGED CONDITIONS.** The Contractor shall notify the Director in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

- 1) Subsurface or latent physical conditions differing materially from those represented in the Contract;
- 2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character being performed; and
- 3) Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The Director will promptly investigate conditions which appear to be changed conditions. If the Director determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Work, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 3-2.2. If the Director determines that conditions are changed conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Director determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so notified in writing. This notice will also advise the Contractor of its obligation to notify the Director, in writing, if the Contractor disagrees.

Should the Contractor disagree with such determination, it may submit a written notice of potential claim to the Director before commencing the disputed work. In the event of such a disagreement, the Contractor shall not be excused on account of that disagreement from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. However, the Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties. The Contractor shall proceed as provided in 3-5.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

**3-5 DISPUTED WORK.** If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the Work. Payment shall be as later determined by mediation or arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under Extra Work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

## SECTION 4 - CONTROL OF MATERIALS

### 4-1 MATERIALS AND WORKMANSHIP

**4-1.1 General.** All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Material and work quality shall be subject to the Director's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by the Director.

If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the Director may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

**4-1.1.1 Materials Furnished by Agency.** Materials furnished by the Agency will be available at locations designated in the Special Provisions or if not designated in the Special Provisions, they will be delivered to a single location of Agency's choice within the project area. They shall be hauled to the site of installation by the Contractor at its expense, including any necessary loading and unloading that may be involved. The cost of handling and placing materials furnished by the Agency shall be considered as included in the price paid for the Contract item involving such furnished materials.

The Contractor will be held responsible for all materials furnished to it, and it shall pay all demurrage and storage charges. Furnished materials, after delivery to Contractor, lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Agency for the cost of replacing lost or damaged furnished material and such costs may be deducted from any monies due or to become due the Contractor.

**4-1.2 Protection of Work and Materials.** The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

### 4-1.3 Inspection Requirements

**4-1.3.1 General.** Unless otherwise specified, inspection is required at the source for asphalt concrete pavement mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Steel pipe in sizes less than 450 mm (18 inches), vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the Work site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

**4-1.3.2 Inspection of Materials Not Locally Produced.** When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (50 miles) outside the geographical limits of the Agency, an inspector or accredited testing laboratory (approved by the Director), shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall evaluate the materials for conformance with the Plans and Specifications. The Contractor shall forward reports required by the Director. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

**4-1.3.3 Inspection by the Agency.** The Agency will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the Agency.

**4-1.3.4 Certificates of Compliance.** The Director may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the Work site. Such certificates will not relieve the Contractor from the requirements of providing material and manufactured items complying with the Specifications even though they have been incorporated into the Work.

**4-1.4 Tests of Materials.** Before incorporation in the Work, the Contractor shall submit samples of materials, as the Director may require, at no cost to the Agency. The Contractor, at its own expense, shall deliver the materials for testing to the place and at the time designated by the Director. Unless otherwise provided, all initial testing and a reasonable amount of retesting shall be performed under the direction of the Director, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, the Specifications will so state.

The Contractor shall notify the Director in writing, at least 15 Days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Director when samples which are representative may be obtained.

**4-1.5 Certification.** The Director may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

**4-1.6 Trade Names or Equals.** The Contractor may supply any of the materials specified or offer an equivalent. The Director shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Director to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.

The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Contractor shall have the material tested as required by the Director to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Director. Test results shall be reported promptly to the Director, who will evaluate the results and determine if the substitute item is equivalent. The Director's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Director.

If a substitute offered by the Contractor is not found to be equal to the specified material, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

**4-1.6.1 Compatibility with Design.** Where the size, configuration, weight, fastening locations, fastening strength, utility rough-in locations, and utility capacities of equipment or devices offered by the Contractor as equivalents do not conform to those provided for in the Contract Documents or those which are necessary for equipment or devices indicated by brand names, the Contractor shall bear all costs of redesign and changes in construction necessary to adapt the offered equipment or device to the Work.

Equipment or devices will not be considered "equal" where the life cycle cost of operation, utilities and maintenance of the offered alternate is greater than those listed by brand names. Life cycle costs shall mean utility charges (demand and usage charges), maintenance, operating personnel and replacement (equipment, installation and down time expenses) all reduced to an average annual rate using the current interest rate earned on funds invested by the County Treasurer.



**4-1.6.2 Trade Names Listed.** Where the Agency has listed products by brand or trade name on the Plans or in the Specifications, or both, this shall not be construed as meaning every product may be used without furnishing shop drawings, without redesign of the facility or without a change in utility rough-in requirements.

Where use of products listed on the Plans or in the Specifications, or both, or where use of a substitute proposed as an "equal" product requires shop drawings, redesign of the facility, or revisions in the size and location of rough-in utility connections, or in connecting work, the Contractor shall provide any necessary shop drawings, or shall cause the preparation of any necessary redesign or revisions to the Plans at its own expense and shall bear the full cost of any necessary additional construction or reconstruction work. No work described in shop drawings, a redesign, or a revision to the Plans shall be undertaken until such shop drawings, redesign, or revisions have been approved by the Director. Any proposed redesign or revision to the Plans shall be accompanied by complete computations and details prepared by an appropriate licensed design professional.

**4-1.7 Weighing Equipment.** All scales used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Director for approval and shall be renewed whenever required by the Director at no cost to the Agency.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

**4-1.8 Calibration of Testing Equipment.** Testing equipment, such as, but not limited to, pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing agency acceptable to the Director at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Director.

**4-1.9 (No Text)**

## SECTION 5 - UTILITIES

**5-1 LOCATION.** The Permittee (in the case of Private Contracts) and the Agency (in the case of Cash or Assessment Act Contracts), will search known substructure records and furnish the Contractor with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The Contractor shall contact it for location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

**5-2 PROTECTION.** The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Director in writing. When authorized by the Director, support or protection of the utility will be paid for as provided in 3-2.2.3 or 3-3.

The Contractor shall immediately notify the Director and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located as noted in 5-1.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

1. Furnish and install a 50 mm (2 inch) cushion of expansion joint material or other similar resilient material; or
2. Provide a sleeve or other opening which will result in a 50 mm (2 inch) minimum-clear annular space between the concrete and the utility; or
3. Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Director and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

**5-3 REMOVAL.** Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

**5-4 RELOCATION.** When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except as provided in 301-1.6. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Director may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-2.

When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Director, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

**5-5 DELAYS.** The Contractor shall notify the Director of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The Contractor shall notify the Director in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.

If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations not covered by 5-1, which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the Contractor such amount as the Director may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable and the Contractor may be granted an extension of time.

**5-5.1 Cooperation During Utility Relocation.** When utilities are to be relocated during construction, the Contractor shall cooperate and coordinate with the respective utility owners so they may relocate their facilities to clear the Work. Delays in relocation of utilities which result from failure to cooperate and coordinate will not be a cause for an extension of time or Non-Working Days.

**5-6 COOPERATION.** When necessary, the Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

The requirements of this section concerning submission of construction schedules shall not apply to projects where the time allowed to complete the Work is less than 25 Working Days or the total Contract Price bid is less than \$75,000 unless required by the special provisions.

The Contractor shall submit a construction schedule concurrently with the submittal of signed Contract, Contract bonds, and certificate of insurance. The Notice to Proceed will be delayed until the schedule is received. See 6-7.4, Starting of Contract Time.

When required by the Special Provisions, a revised schedule shall be submitted monthly prior to each progress payment closure date. Processing of the progress payment will be delayed until such revised schedule complying with this section is received.

The construction schedule shall be in the form of a Construction Element vs. Time Chart as shown in Appendix B-1 and a Work Complete vs. Time Chart as shown in Appendix B-2.

The B-1 Chart shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Director for approval, procurement of materials, and scheduling of equipment. The B-1 Chart shall recognize the requirements of 5-5. The B-1 Chart shall reflect obtaining all materials and completing all Work under the Contract within the specified time and in accordance with these Specifications. If the Contractor intends to complete the Work prior to the time for completion, the intended date of completion shall be set forth in the B-1 Chart and the Contractor shall execute a Contract Change Order that changes the number of Working Days allowed for completion to conform with such intended completion date. The Change Order shall not change the Contract Price.

The Contractor may submit a computer generated schedule in lieu of the form in Appendix B-1 and B-2, provided all of the elements shown on that form or specified herein are included.

An updated construction schedule shall be submitted prior to the next progress payment closure date whenever the actual percent Work complete versus percent time elapsed curve falls below and to the right of the dotted line shown on Appendix B-2.

If the Contractor desires to make a major change in its method of operations after commencing construction, or if its schedule fails to reflect the actual progress, it shall submit to the Agency a revised construction schedule in advance of beginning revised operations.

Revised and updated schedules shall show actual completion to the date of the revision in the lower segmented bar for each item.

The construction schedule shall be prepared as follows (see examples in Appendices C-1 and C-2):

1. On the B-1 Chart:
  - a. Enter the project name and Specification No. as shown on the notice inviting bids and the Contractors name.
  - b. List the items of Work either individually or combined where items are part of the same element of the Work.
  - c. Assign a value for each horizontal space plotting interval in Working Days as follows: 1 working day for total Contract time of less than 100 working days, 2 for 100 to 200 working days and 5 for longer projects. Enter the value used in the space provided in the lower part of the form.
  - d. At the end of performance time and draw a vertical line and label it "End Performance Time". Enter numbers at 10 times the plotting interval at the top of intermediate vertical lines.
  - e. Shade in a bar in the upper segmented section for each work item to indicate the period during which Work will be performed. Move-in time and delivery time for materials shall be shown if significant to the schedule.

## **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. (Continued)**

### **2. On the B-2 Chart:**

- a. Enter the project name and Specification No. as shown on the notice inviting bids.
- b. At time intervals of 10 or 20 working days:
  - (1) Compute the cumulative dollar value of Work which is expected to be completed for each item of Work, including the value of the completed portion of lump-sum items.
  - (2) Divide the values computed in "b(1)" by the Total Contract Price to determine the percentage of the entire Contract planned for completion at the end of each time interval.
  - (3) Divide the days of performance time at the end of each time interval by the total Contract performance time to obtain the percentage of elapsed performance time.
- c. Plot each percentage of completion value figure computed in "b(2)" against the corresponding percentage of completion time computed in "b(3)" using scales on the bottom and left side of chart.
- d. Connect points plotted in "c" with a line which will show the planned progress for the entire job.

If the proposed percent Work complete versus percent time elapsed line falls below and to the right of the dotted line drawn on the B-2 Chart, the Contractor shall provide sufficient information and backup to show that the Work can be completed on time.

**6-1.1 Beginning of Work.** The issuance of Notice to Proceed by Agency shall constitute the Contractor's authority to enter upon the site of the Work and to begin operations provided it has also notified Director at least 24 hours in advance. Entry upon the site without authority will be treated as trespassing.

**6-1.2 Starting Work.** The Contractor may start work at any time after the Notice to Proceed is issued but work shall begin within 15 Days after the starting date for the Contract, or at such other time as may be indicated in the Special Provisions. The actual date on which the Contractor starts work will not affect the required time for completion as provided for in 6-7 and 6-7.1.

**6-1.3 Work Sequence.** If required by the Special Provisions, the Contractor shall start construction operations on that part of the Work designated by the Director.

**6-1.4 Resources Required.** The Work shall be conducted in such a manner and with sufficient materials, equipment, and labor to insure its completion in accordance with the Plans and Specifications within the time set forth in the Contract.

**6-2 PROSECUTION OF WORK.** To minimize public inconvenience and possible hazard and to restore streets and other Work areas to their original condition and former state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If, in the Director's opinion, the Contractor fails to prosecute the Work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Director, immediately take the steps necessary to fully accomplish said purposes. All costs of prosecuting the Work as described herein shall be absorbed in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Director to do so, the Director may suspend the Work in whole or in part, until the Contractor takes said steps.

As soon as possible under the provisions of these Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

## **6-3 SUSPENSION OF WORK**

**6-3.1 General.** The Work may be suspended in whole or in part when determined by the Director that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Director. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3.

**6-3.2 Archaeological and Paleontological Discoveries.** If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Director. When resumed, excavation operations within the area of discovery shall be as directed by the Director.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils.

The Contractor shall be entitled to an extension of time and compensation in accordance with the provisions of 6-6.

**6-3.3 Temporary Suspension of Work.** Should suspension of Work be ordered by reason of the failure of the Contractor to carry out orders or to perform any provisions of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of Work; the Contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the Agency may perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Director orders a suspension of all of the Work, or a portion of the Work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the Work, the days on which the suspension is in effect shall not be considered Working Days.

If a portion of Work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of Working Days will be made on the basis of the then current controlling operation or operations.

If a suspension of Work is ordered by the Director due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the Days on which the suspension order is in effect shall be considered Working Days if such days are Working Days as defined.

#### **6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.**

**6.4.1 General.** If, prior to the acceptance of the Work, the Contractor:

a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work,  
b) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,  
c) disregards written instructions from the Agency or materially violates provisions of the Contract Documents,

d) fails to prosecute the Work according to the schedule approved by the Director,  
e) disregards laws or regulations of any public body having jurisdiction, or  
f) commits continuous or repeated violations of regulatory or statutory safety requirements, then the Agency will consider the Contractor in default of the Contract.

Notices, and other written communications regarding default between the Contractor, the Agency, and the Surety shall be transmitted in accordance with 2-12.

**6-4.2 Notice to Cure.** The Agency will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

**6-4.3 Notice of Termination for Default.** If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Agency will consider the Contractor in default of the Contract and:

a) will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety,  
b) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and  
c) may furnish labor, equipment, and materials the Agency deems necessary to secure and maintain the Work site. The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Agency.

**6-4.4 Responsibilities of the Surety.** Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Agency may do so, and may recover all costs incurred. The Surety shall notify the Agency that it is assuming all rights, obligations and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default. The Agency will review the plan and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Agency, the Agency may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Agency deems to be expedient. The cost of completing the Work by the Agency shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay to the Agency, within 30 days after the Agency submits an invoice, all costs in excess of the remaining Contract Price.

**6-4.5 Payment.** The Surety will be paid for completion of the Work in accordance with 9-3 less the value of damages caused to the Agency by acts of the Contractor.

**6-5 TERMINATION OF CONTRACT.** The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

The Agency will issue a written notice of termination for convenience in accordance with 2-12. Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Director or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

The Contractor will be paid without duplication for:

- a) work completed in accordance with the Contract Documents prior to the effective date of termination for convenience;
- b) reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- c) reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Agency no later than 90 days from the effective date of termination, unless extended, in writing, by the Agency upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Agency may determine the amount, if any, due the Contractor as a result of the termination. The Agency will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Agency as being reasonable, the Contractor shall provide notice to the Agency within 30 days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

## **6-6 DELAYS AND EXTENSIONS OF TIME**

**6-6.1 General.** If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required Extra Work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Director documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Director to be in the best interests of the Agency, an extension of time may be granted, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in 6-6.2.

**6-6.2 Extensions of Time.** Extensions of time, when granted, will be based upon the effect of delays to the Work as a whole and will not be granted for noncontrolling delays to minor included portions of Work unless it can be shown that such delays did, in fact, delay the progress of the Work as a whole.

**6-6.3 Payment for Delays to Contractor.** The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor and delay the Work as a whole. Such actual costs will be determined by the Director. The Agency will not be liable for, and in making this determination the Director will exclude, all damages which the Director determines the Contractor

could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

**6-6.4 Written Notice and Report.** If the Contractor desires payment for a delay as specified in 6-6.3 or an extension of time, it shall, within 30 Days after the beginning of the delay, file with the Agency a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 Days before the specified completion date. Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the Agency to consider such request.

**6-6.4.1 Documentation of Delays.** When the Contractor requests an extension of time for delay due to inability to obtain materials or equipment, the documentary proof required by 6-6.1 shall include the following:

1. Date Director was notified of delay.
2. Date the delay began.
3. Exact description of material or equipment causing delay.
4. Documentation showing when and from whom ordered.
5. Documentation of promise to deliver.
6. Documentation of actual delivery date.
7. Description of how late delivery caused delay (include construction schedule).
8. Documentation of measures taken to get prompt delivery.
9. Documentation of attempts to get delivery from other sources.
10. Description of steps taken in project scheduling to minimize effects of late delivery.
11. Description of steps taken to get project back on schedule after actual delivery.
12. Statement of actual time lost as a result of late delivery.

## **6-7 TIME OF COMPLETION**

**6-7.1 General.** The Contractor shall complete the Work within the time set forth in the Contract. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in Working Day

**6-7.2 Working Day.** A Working Day is any day within the period between the start of the Contract time as defined in 6-1 and the date provided in the Contract for completion or upon field acceptance by the Director of all Work provided for in the Contract, whichever occurs first, other than:

- (1) Saturday,
- (2) Sunday,
- (3) any day designated as a holiday by the Agency,
- (4) any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a Contractor Association,
- (5) any day the Contractor is prevented from working at the beginning of the workday for cause as defined in 6-6.1,
- (6) any day the Contractor is prevented from working during the first 5 hours of the workday with at least 60 percent of the normal work force for cause as defined in 6-6.1.

**6-7.2.1 Holidays.** Solely for the purposes of paragraph (3) of 6-7.2, the following days are designated as holidays by the Agency.

A		B
<u>MONTH</u>	<u>AGENCY EMPLOYEE HOLIDAYS</u>	<u>OTHER DESIGNATED HOLIDAYS</u>
January .....	1st day; 3rd Monday .....	None
February .....	3rd Monday .....	12th day
March .....	None .....	31st day
March-April .....	None .....	One Friday between March 21 and April 23 designated as Good Friday
May .....	Last Monday .....	None
June .....	None .....	None
July .....	4th day .....	None
August .....	None .....	None
September .....	1st Monday .....	9th day
October .....	None .....	2nd Monday
November .....	4th Thursday .....	11th day; the Friday following the 4th Thursday
December .....	25th .....	23rd day, only if Thursday or Friday; 24th day; 31st day

If any day listed above falls on Saturday, the preceding Friday is the holiday. If any day listed above falls on Sunday, the succeeding Monday is the holiday.



No extra holiday shall result when such Friday or Monday is already designated as a holiday.

A copy of a Working Day calendar incorporating the above-listed holidays and used by the Agency for Contract time accounting purpose will be furnished to the Contractor upon request.

The term "holiday" as used in this section shall not be construed as being the same as "holiday" within the meaning of 7-2.2.

The Contractor may perform work on the holidays designated in Column A above provided it has obtained prior written approval of the Director at least two Days in advance of performing the work. The Contractor may perform work on the holidays designated in Column B above provided the Contractor notifies the Director two Days in advance of the holiday.

**6-7.2.2 Landscape Maintenance Period.** Where a landscape maintenance period is specified, the portion of the time in such period that follows the completion of all other Work required by the Contract shall not be Working Days for Contract time accounting.

**6-7.3 Contract Time Accounting.** The Director will make a daily determination of each Working Day to be charged against the Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, the Contractor must file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

**6-7.4 Starting Date for Contract Time and Notice to Proceed.** The starting date for Contract time accounting will be determined by adding the number of Days indicated on the Proposal form to the date the Contract is awarded, however the Agency may, at its option, delay the starting date by not more than 60 calendar Days if necessary to obtain permits, rights-of-way, or approval of federal or State authorities, or when prevented from starting the project due to causes beyond its control. Notice to Proceed will be issued within 7 calendar Days after the Contract, bonds, certificates of insurance and other documents have been returned, properly completed by the Contractor, unless the starting date is delayed as herein provided. If the Agency delays the Contract starting date, Notice to Proceed will be issued at least 7 calendar Days prior to the new starting date. Any delay caused by failure of the Contractor to properly complete or timely return the Contract Documents shall not change the Contract starting date and shall not be a cause for extending the Contract time. The Notice of Award will indicate a probable Contract starting date. The Notice to Proceed will indicate the actual Contract starting date, computed as herein described.

## **6-8 COMPLETION, ACCEPTANCE AND WARRANTY.**

**6-8.1 Completion and Acceptance.** Acknowledgment of completion of the Work will occur prior to Acceptance by the Agency. Acceptance will only occur after all Contract requirements have been fulfilled, such as training, submission of warranties, maintenance manuals, record drawings, Release on Contract and the like. Acceptance by the Agency will occur when the Director signs the Notice of Completion. The Work will be inspected by the Director promptly upon receipt of the Contractor's written assertion that the Work has been completed. If, in the Director's judgment, the Work has been completed in accordance with the Plans and Specifications, the Director will acknowledge completion of the Work. Completion of the Work, as used above, shall include the Contractor showing evidence of having received an occupancy clearance from Building and Safety, or other permit issuing agency, when a building, plumbing electrical, grading, or other permit is required for the Work. The Director will, in acknowledging completion of the Work, set forth in writing the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. This will also be the date to which liquidated damages will be computed.

**6-8.2 Warranty.** The Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year from the date the Work was completed. The Contractor shall replace or repair any such defective workmanship and materials in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If the Contractor fails to make such replacement or repair within the time specified in the notice, the Agency may perform the replacement or repair and the Contractor and its sureties shall be liable for the cost thereof.

**6-8.3 No Waiver of Legal Rights.** The Agency shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and Acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract.

The Agency shall not be precluded or estopped, notwithstanding any such measurement, estimate, or

certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the Acceptance by the Director or by its representative, nor any payment for or Acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Director shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

**6-8.4 Landscape Maintenance Period.** Final Acceptance of the Contract shall follow the satisfactory completion of all Contract Work, including the landscape maintenance period if one is specified.

**6-8.5 Non-complying Work.** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Agency, shall constitute an Acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

**6-8.6 Written Warranties.** The Contractor shall obtain and deliver to the Director all written warranties required to be furnished by the Specifications. Each of such warranty shall be underwritten by the Contractor for the full period prescribed therein, and shall bear its endorsement to such effect.

**6-9 LIQUIDATED DAMAGES.** Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with 6-6, for completion of the Work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$250, unless otherwise provided in the Contract Documents.

Execution of the Contract under these Specifications shall constitute agreement by the Agency and Contractor that \$250 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

**6-10 USE OF IMPROVEMENT DURING CONSTRUCTION.** The Agency reserves the right to take over and utilize all or part of any completed facility or appurtenance. The Contractor will be notified in writing in advance of such action. Such action by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to reclean such portions of the improvement before field completion, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the Agency exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Agency shall assume the responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service, except for any willful or negligent act or omission by the Contractor, Subcontractor, their officers, employees or agents.

**6-10.1 Use of Improvements - Exceptions.** The provisions of 6-10 shall not apply to projects for the repair, modification, enlargement or improvement of existing facilities that are to remain in use during construction except where a portion of the project which is completely independent from the rest of the Work can be completed and put into use by the Agency.

On projects on public roads, after satisfactory completion of an isolated section of the Work involving roadway improvements or repairs, when all temporary signs and other temporary Contractor facilities have been removed, the section is not being used as a detour, the section is no longer under the Contractor's control, and the section is opened to public traffic through the end of the Contract period, that section of the Work shall be taken over by the Agency as provided in 6-10. The Contractor shall indicate to the Director in writing when the conditions of this paragraph have been complied with and shall specify the limits of the section involved. Any taking over of the Work by the Agency shall be effective only when formal written notification is issued by the Agency.

**6-11 NOTICE OF POTENTIAL CLAIM FOR ADDITIONAL COMPENSATION.** Procedures for notice of claims in specific situations and circumstances are provided in the following sections:

- 3-4 ..... Changed Conditions
- 6-6.4 .... Delay and Extensions of Time
- 6-7.3 .... Contract Time Accounting

Compliance with this section is not prerequisite to assertion of a claim involving those sections or based on differences in measurements or errors of computation as to Contract quantities.

Compliance with the provisions of this section is required in all other situations and circumstances.

It is the intention of this section that differences arising between the parties under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action taken to resolve such differences.

The Contractor shall give the Director written notice of a potential claim, setting forth: (1) the reasons for which the Contractor believes additional compensation will or may be due; (2) the nature of the costs involved; and (3) insofar as possible, the amount of the potential claim.

If the claim is based upon an act or failure to act by the Director, the said notice must be given to the Director prior to the date when the work giving rise to the potential claim is commenced; in all other cases the said notice must be given to the Director within 15 Days after the happening of the event, thing or occurrence giving rise to the potential claim.

The Contractor shall not be entitled to the payment of any additional compensation where the written notice of potential claim has not been given to the Director in the manner required by and within the time limitations of this section.

## **6-12 DISPUTES AND CLAIMS; PROCEDURE.**

**6-12.1 GENERAL.** Any and all decisions made on appeal pursuant to this section shall be in writing. Any "decision" purportedly made pursuant to this section which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Filing or giving the notices required under 3-4, 6-6.4, 6-7.3 and 6-11 is prerequisite to recovery under a Contractor's claim for additional compensation; nothing in this section shall excuse the Contractor from its duty to file or give the required notices, or from performing other duties required by the Contract Documents.

**6-12.2 ADMINISTRATIVE REVIEW.** Prior to proceeding under 6-12.3 or filing a Complaint in Arbitration, the Contractor shall exhaust its administrative remedies by submitting its claim for review and decision by the following Agency staff in the following sequence:

Project Manager

Harbor Department Director (the Director)

If the Contractor disputes the Project Manager's decision on its claim, the Contractor shall submit the claim to the Director. Agency staff decisions shall state the portion of the claim that is undisputed if any.

The Project Manager must give the Contractor notice of that election and the Contractor may supplement its claim within 7 Days of such notice (unless the parties agree in writing to a different time) and its claim will be deemed submitted on the earlier of the day it supplements its claim, the day it states in writing that it will not supplement its claim or the day time supplement expires.

The Director's decision on the claim shall be the Agency's final decision.

Claims submitted to the Director shall be submitted in writing and shall include:

- a. A copy of the disputed decision.
- b. A statement as to why the Contractor believes the decision is in error.
- c. All information, argument, documents and evidence (collectively, materials) that the Contractor wishes to have considered in the review. The Contractor may include with the request a list of the materials the Contractor wants the Director to consider. Any additional materials not previously submitted to the Project manager shall be included with the request to the Director, if the Contractor wishes them to be considered. If relevant evidence is not available at the time the request is made to the Director, the Contractor shall identify such evidence and include a statement as to when such evidence will be submitted.

The Project Manager shall issue a decision on a claim within 10 Days of receipt; if the Project Manager does not do so, then the Project Manager will be deemed to have decided to reject the claim in its entirety as of the conclusion of the 10<sup>th</sup> Day after receipt. The Contractor shall submit a claim to the Director for review and decision within 7 Days of receipt of the Project Manager's decision or of the time the Project Manager is deemed to have decided to reject the claim, whichever is applicable. The Director shall issue a decision on a claim within 10 Days of the timely submission of the claim; if the Director does not do so, then the Director will be deemed to have decided to reject the claim in its entirety as of the conclusion of the 10<sup>th</sup> Day after timely submission. If a claim is timely submitted to the Director and the Director fails to issue a decision on that claim within the time limits prescribed for issuing a written statement under Public Contract Code, section 9204, subdivision (d)(1), the Director shall be deemed to have decided to reject the claim in its entirety. At any time after the Project Manager receives a claim, the Agency and Contractor may agree in writing to different time limits than those set forth in this paragraph.

**6-12.3 MEET AND CONFER; MEDIATION.** If the Contractor disputes the Agency's final decision, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of demand in writing sent by registered mail or certified mail, return receipt requested, the Agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The Agency and Contractor shall agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Agency and Contractor cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Failure by the Agency to meet the time requirements of this section shall result in the portion of the claim that

remains in dispute being deemed rejected in its entirety.

The parties may agree to waive, in writing, mediation under this section.

**6-12.4 ARBITRATION. Claims** and disputes arising under or related to the performance of the Contract, for which mediation under 6-12.3 was waived or unsuccessful except for claims which have been released by execution of the "Release on Contract" as provided in 9-4, shall be resolved by arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4. A Complaint in Arbitration by the Contractor shall be filed not later than 90 calendar Days after receipt of the final written decision of the Agency on the claim or dispute or within 300 Days after Acceptance of the Work by the Agency if no written decision has been issued. For the purposes of this section, "Acceptance of the Work by the Agency" shall be defined as the date the Notice of Completion is filed.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.

All contracts valued at more than \$25,000 between the Contractor and its subcontractors and suppliers shall include a provision that the subcontractors and suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including this arbitration provision.

### **6-13 CONTRACTOR'S WORK HOURS**

**6-13.1 Working Hours Limitations.** Except as otherwise specified, no work shall be performed by the Contractor at the Work site between the hours of 7:00 p.m. and 7:00 a.m. the following day, nor shall work be performed on Saturdays, Sundays or holidays listed in 6-7.2.1.

**6-13.2 Regular Work Schedule.** The Contractor shall furnish a work schedule with the Construction Schedule required by 6-1 and inform the Director at least two Days in advance of changing the schedule. The schedule shall include the times for starting and ending work on each day. Such starting and ending times shall not be more than 10 1/2 hours apart.

**6-13.3 Exceptions.** The limitations on working hours and days shall not apply to emergency work made necessary by unusual conditions where such work is necessary to protect the Work, to protect the property of others, to protect life, or to ensure the orderly flow of traffic.

The limitations of this section shall not apply where work at times other than allowed by 6-13.1 and 6-13.2 is necessary in order to make utility connections or is required by other provisions contained in these Specifications in order to perform the work in the manner specified. In these cases, the Contractor shall obtain prior written approval of the Director at least two Days in advance of performing the work.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

### 7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

**7-1.1 General.** The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work.

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition, and regularly pumped out.

**7-1.2 Temporary Utility Services.** The Contractor shall, at its own expense, make all arrangements necessary for the provision of temporary utility services necessary for its own use during performance of the Work.

The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water utility owner.

**7-1.3 Crushing and Screening Operations.** Unless otherwise specified in the Special Provisions, the establishment and operation of portable screens and crushers will not be allowed on or adjacent to the Work site.

### 7-2 LABOR

**7-2.1 General.** The Contractor, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor.

Any worker found by the Director to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails to perform the Work properly and acceptably, shall be immediately removed from the Work site by the Contractor and shall not be reemployed in the performance on the Work.

**7-2.1.1 Special Qualifications.** Where the Director determines certain portions of the Work require experience, training, certification or other special qualifications that may not be possessed by the average journeyman, such portions of the Work will be specifically identified in the Special Provisions and the special qualifications identified.

When work requiring special qualifications is being performed, a person with such qualifications must be in immediate charge of the work. The person may be a lead journeyman, foreperson or trade superintendent. The general superintendent or a foreperson who is not specifically assigned to the area where the identified work is being performed will not be considered to be in immediate charge of the work.

Written certification of the required qualifications shall be furnished to the Director at least one week prior to the time work is commenced on the work requiring such qualifications. Such certification is subject to review and acceptance by the Director. If, during performance of work requiring special qualifications, the qualified person becomes temporarily or permanently unavailable to the Contractor, work shall not proceed until a qualified replacement has been accepted by the Director. The Director will promptly consider the certification of the replacement.

If identified work is performed without a person having the special qualifications in charge, the Director may, at its sole discretion, order such work removed and replaced at the Contractor's expense.

If, after certification is accepted, the Director finds that the certification was inaccurate, or work on the project indicates a lack of the knowledge and experience to supervise the work, the Director may order the work stopped until an acceptable replacement has been certified, accepted and is in charge.

**7-2.2 Prevailing Wages.** Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determined by the Director of the Department of Industrial Relations (DIR) are on file at the office of the Director. The Contractor shall post a copy of these rates at the Work site. Pursuant to Section 1774 of the Labor Code, the Contractor and any Subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. If the Contract is Federally-funded, the Contractor and any Subcontractors shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates. The project is subject to the compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). The Contractor is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4, subdivision (a)(2). The Contractor and each Subcontractor, if any, must be registered with the DIR pursuant to Labor Code section 1725.5 and section 1771.1. The Contractor and each Subcontractor, if any, must submit certified payrolls to the Labor Commissioner pursuant to Labor Code 1771.4.

**7-2.2.1 Apprentices.** Apprentices shall be employed on the Work in accordance with Labor Code Section 1777.5. The Contractor is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations whether employed directly or through subcontractors.

**7-2.2.2 Contractors' Duties Concerning Labor Code Compliance.** As required by Labor Code 1775(b)(1), Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 are required to be included in the contract between

the Contractor and subcontractors. The Contractor agrees to comply with these sections and all remaining provisions of the Labor Code.

**7-2.3 Payroll Records.** Pursuant to Section 1776 of the Labor Code the Contractor and each Subcontractor, if any, shall keep, make available, and submit to the Director within ten (10) days of receipt of a written request, certified payroll records. Pursuant to Labor Code section 1776, subsection (h), the Contractor and each Subcontractor, if any shall, as a penalty to the Agency, forfeit the prescribed amount for each calendar day, or portion thereof, for each worker, the Contractor and each Subcontractor, if any, fails to comply with that subsection until strict compliance is effectuated. The Contractor and each Subcontractor, if any, waives any right to any notice or hearing on the forfeiture of such penalties pursuant to Labor Code sections 1726 or 1771.6. The contractor shall include terms in its subcontracts as required to make this paragraph effective as to each Subcontractor. Upon written request, the Contractor shall withhold penalties forfeited by a Subcontractor pursuant to Labor Code section 1776, subsection (h), and this paragraph from payment due to such Subcontractor and remit such penalties withheld to the Agency.

**7-2.4 Hours of Labor.** Pursuant to Section 1810 of the Labor Code, 8 hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amount per calendar day for each worker required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without being compensated in accordance with Section 1815. Pursuant to Section 1810 of the Labor Code, 8 hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and each Subcontractor, if any, shall as a penalty to the Agency, forfeit the prescribed amount per calendar day for each worker required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without being compensated in accordance with Section 1815. Contractor and each Subcontractor, if any, waives any right to any notice of hearing on the forfeiture of such penalties pursuant to Labor Code sections 1726 and 1771.6. Contractor shall include terms in its subcontracts as required to make this paragraph effective as to each Subcontractor. Upon written request, Contractor shall withhold penalties forfeited by a Subcontractor pursuant to Labor Code section 1813 and this paragraph from payments due to such Subcontractor and remit such penalties withheld to the Agency.

### **7-3 INDEPENDENCE OF CONTRACTOR, INDEMNIFICATION AND POLLUTION**

**7-3.1 Independence of Contractor.** It is understood and agreed that Contractor is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor will not be entitled to any benefits payable to employees of County, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. County is not required to make any tax or benefit deductions from the compensation payable to Contractor under the provisions of this Agreement. As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor. County will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

**7-3.2 Indemnification and Hold Harmless Clause.** All activities arising out of or relating to the performance of the Work covered by this Contract shall be at the risk of Contractor. To the fullest extent permitted by law, Contractor shall defend (at Agency's request), indemnify and hold harmless Agency, and the County of Ventura if the County of Ventura is not the entity defined as Agency under this Contract, including all of their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, suits, actions, legal or administrative proceedings, judgments, debts, demands, damages, including injury or death to any person or persons, and damage to any property including loss of use resulting therefrom, incidental and consequential damages, liabilities, interest, costs, attorneys' fees and expenses of whatsoever kind of nature, whether arising before, during or after commencement or completion of this Contract, whether against Contractor and Indemnatee or which are in any manner, directly, indirectly, in whole or in part, arising from any act, omission, fault or negligence, whether active or passive, of Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in connection with or incident to the Contract, even though the same may have resulted from the joint, concurring or contributory negligence, or from the passive negligence, of Indemnatee or any other person or persons, unless the same be caused by the sole negligence of Indemnatee, or except to the extent caused by the active negligence or willful misconduct of Indemnatee.

The Agency will notify the Contractor of the receipt of any third party claims.

**7-3.3 Contamination and Pollution.** Contractor, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Contractor will be borne entirely by the Contractor.

#### **7-4 INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this Contract the following types of insurance:

##### **7-4.1 Workers' Compensation Insurance.**

**7-4.1.1 Coverage.** Workers' Compensation coverage, in full compliance with Labor Code 3700, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000. The Agency, the County of Ventura, its officers, employees or Consultants, will not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph.

**7-4.1.2 Certification.** Before execution of the Contract by Agency, Contractor shall file with the Director the following signed certification:

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

##### **7-4.2 Commercial General Liability Insurance**

**7-4.2.1 Minimum Limits and Scope; Insurance Classes.** "Occurrence" coverage in the minimum amount of:

<u>Coverage Class</u>	<u>Coverage</u>
L-A	\$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate
L-B	\$1,000,000 CSL bodily injury and property damage each occurrence and \$2,000,000 aggregate
L-C	\$5,000,000 CSL bodily injury and property damage each occurrence and \$5,000,000 aggregate
L-D	\$10,000,000 CSL bodily injury and property damage each occurrence and \$10,000,000 aggregate

If no coverage class is specified in "Proposal", coverage class L-B shall apply.

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

Coverages shall include premises/operations; products/completed operations; independent contractors; underground, explosion and collapse hazards; personal and advertising injury; broad form property damage; and broad form blanket contractual.

**7-4.2.2 Coverage Exceptions.** On projects where no explosives will be used and no demolition is involved, the coverage for explosion may be omitted. On projects where no excavation is involved, the coverage for underground hazard may be omitted. The omission of said coverages is at Agency's option, and shall not abrogate Contractor's responsibilities for indemnification as set forth in these Specifications.

**7-4.2.3 Excess Liability Policies.** All Excess Liability policies, if used, shall be on an "umbrella" or following form or the primary layer of coverage.

##### **7-4.3 Commercial Automobile Liability Insurance**

Coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including automobile liability, any auto.

##### **7-4.4 Property Insurance**

Contractor shall arrange for its own "Course of Construction" insurance on the project to protect its interests, as Agency does not have this coverage.

Contractor is responsible for delivering to Agency Work completed in accordance with the Contract except as provided in 7-18 (Acts of God). Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced by Contractor in accordance with the requirements of the Plans and Specifications without additional expense to Agency.

##### **7-4.5 Other Insurance Provisions.**

**7-4.5.1 Insurance Company Qualifications.** All insurance required shall be issued by (a) an admitted company or admitted companies authorized to transact business in the State of California which have a BEST rating of B+ or higher and a Financial Size Category (FSC) of VII or larger or (b) a California approved Surplus Line carrier or carriers which have a BEST rating of A or higher and a Financial Size Category (FSC) of VII or



larger.

Workers compensation insurance not meeting the above requirements but meeting all other requirements of the specifications, will be accepted.

**7-4.5.2 Primary Coverage.** All insurance required shall be primary coverage as respects Agency and any insurance or self-insurance maintained by Agency or the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.

**7-4.5.3 Aggregate Limits Exceeded.** Agency shall be notified immediately if any aggregate insurance limit is exceeded. Contractor shall purchase additional coverage to meet requirements.

**7-4.5.4 Liability in Excess of Limits.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Agency or the County of Ventura from taking such other actions as is available to it under any other provisions of this Contract or otherwise in law.

**7-4.5.5 Additional Insured Endorsements.** The Agency and the County of Ventura, including its boards, and all special Districts governed by the Board of Supervisors, shall be named as Additional Insured as respects Work done by Contractor under the terms of the Contract on all policies required (except Workers' Compensation).

**7-4.5.6 Waiver of Subrogation Rights.** Contractor agrees to waive all rights of subrogation against the Agency, the County of Ventura, including its boards, and all special Districts governed by the Board of Supervisors, for losses arising directly or indirectly from the activities or Work performed by Contractor under the Contract (applies only to Workers' Compensation and Commercial General Liability).

**7-4.5.7 Cancellation Notice Required.** In the case of policy cancellation, Agency shall be notified by the insurance company or companies as provided for in the policy. Contractor shall notify Agency of any and all policy cancellations within three working days of the cancellation.

**7-4.5.8 Documentation Required.** Prior to execution of the Contract by Agency, Contractor shall provide Agency with Certificates of Insurance for all required coverages (see Appendix A for example) and indicating that the endorsement(s) required have been issued.

It is the responsibility of the Contractor to confirm that all terms and conditions of Section 7-4 Insurance Requirements are complied with by any and all subcontractors that Contractor may use in the completion of this Agreement.

**7-5 PERMITS.** The Agency will obtain, at no cost to the Contractor, all encroachment and building permits necessary to perform Contract Work in streets, highways, railways or other rights of way, unless the necessity for such permit(s) is created by a method of operation chosen by the Contractor. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night Work, overload, blasting and demolition.

The Contractor shall pay all business taxes or license fees that are required for the Work.

**7-5.1 Highway and Railroad Permits.** The Director will obtain the basic State highway and railroad encroachment permits which will include checking of plans. However, the Contractor must also obtain permits from these agencies. Inspection fees charged by these agencies must be paid by the Contractor.

#### **7-5.2 Grading Ordinance**

**7-5.2.1 General.** All excavation, filling and grading operations in Ventura County are governed by the Ventura County Grading Ordinance or City Ordinances, except within the project right of way shown on the Plans.

**7-5.2.2 Permits Required.** Work outside the project right of way which involves excavation or filling of soils is subject to all requirements of the applicable grading ordinance. The requirements may include, but are not limited to, submitting of a grading plan prepared by a Civil Engineer, obtaining a grading permit, paying the permit fee, posting a grading bond, hiring professionals for engineering and testing services, compacting fills, constructing drainage facilities and providing erosion protection.

**7-5.2.3 Imported and Exported Material.** To insure that neither the Agency nor the Contractor is a party to aiding or abetting any property owner (who is ultimately responsible) to violate the applicable grading ordinance, no material shall be imported from or exported or wasted outside the project right of way until the Contractor has furnished the Director a copy of the grading permit covering such operation on land where material is to be deposited or excavated, unless exempt.

**7-5.2.4 Exemptions from Permit.** No grading permit is required of the Contractor for Work performed within the project right of way shown on the Plans or on borrow or disposal areas shown on the Plans or described in the Special Provisions and which are specifically designated as being exempt from such permit requirements.

### **7-5.3 Building Permit.**

**7-5.3.1 Agency Furnished Permits.** Except as provided in **7-5.3.2**, Agency will submit the plans for the Work to the appropriate Department of Building and Safety, and other building related permit issuing agencies, for plan check and make the corrections necessary for the issuance of building and related permits. Agency will Pay plan check and permit fees for the Work. The Contractor may be required to furnish information to the permit issuing agencies, as required for the issuance of permits, and sign the permit as required.

**7-5.3.2 Contractor Furnished Permits.** Components or systems, required by the Contract, may require the preparation of plans and calculations to obtain approvals or permits from state or local building, fire prevention, public health, safety, environmental protection and other agencies in addition to the basic permits arranged for by the Agency as provided in **7-5.3.1**. Contractor shall take all actions in a timely manner to obtain such approvals or permits so as not to delay completion of the Work beyond the time provided in **6-7**. Contractor shall include all costs and consider the time required to obtain approvals or permits in the Contract price bid.

### **7-5.4 Coastal Zone Permits**

**7-5.4.1 Agency Furnished Permits.** Permits required for Work on the project within rights of way furnished by the Agency within the Coastal Zone will be obtained by the Agency.

**7-5.4.2 Contractor Furnished Permits.** Permits required for the Contractor's operations outside of rights of way furnished by the Agency must be obtained by the Contractor. Such permits are required for brush removal, grading, dredging, disposal of material and many other operations within the Coastal Zone.

**7-6 THE CONTRACTOR'S REPRESENTATIVE.** Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Director to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the Agency, the Contractor's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

**7-7 COOPERATION AND COLLATERAL WORK.** The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Agency, its workers and contractors and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The Agency, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the Work.

Should the Contractor be delayed by the Agency, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Director will determine the extent of the delay, the effect on the Work, and any extension of time.

### **7-8 WORK SITE MAINTENANCE**

**7-8.1 General** Throughout all phases of construction, including suspension of the Work, and until acceptance per 6-8, the Contractor shall keep the Work site clean and free from rubbish and debris. Rubbish and debris collected on the Work site shall only be stored in roll-off, enclosed containers prior to disposal. Stockpiles of such will not be allowed.

When required by the Special Provisions, the Contractor shall provide a self-loading motorized street sweeper equipped with a functional water spray system. The sweeper shall clean all paved areas within the Work site and all paved haul routes at least once each working day.

The Contractor shall ensure there is no spillage along haul routes. Any such spillage shall be removed immediately and the area cleaned.

Should the Contractor fail to keep the Work site free from rubbish and debris, the Director may suspend the Work per 6-3 until the condition is corrected.

**7-8.2 Air Pollution Control** The Contractor shall not discharge smoke, dust, equipment exhaust, or any other air contaminants into the atmosphere in such quantity as will violate any Federal, State, or local regulations.

The Contractor shall also abate dust nuisance by cleaning, sweeping and spraying with water, or other means as necessary. The use of water shall conform to 7-8.6.

**7-8.3 Noise Control.** Noise generated from the Contractor's operations shall be controlled as specified in the Special Provisions.

**7-8.4 Storage of Equipment and Materials.**

**7-8.4.1 General** Materials and equipment shall be removed from the Work site as soon as they are no longer necessary. Before inspection by the Director for acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance.

Excess excavated material shall be removed from the Work site immediately unless otherwise specified in the Special Provisions.

Forms and form lumber shall be removed from the Work site as soon as practicable after stripping.

**7-8.4.2 Storage in Public Streets.** Construction materials and equipment shall not be stored in streets, roads, or highways for more than 5 days after unloading unless otherwise specified in the Special Provisions or approved by the Director. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored at a location approved by the Director.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise specified in the Special Provisions or approved by the Director. Immediately after placing backfill, all excess material shall be removed from the Work site.

**7-8.5 Sanitary Sewers.**

**7-8.5.1 General.** The flow of sewage shall not be interrupted. Should the Contractor disrupt the operation of existing sanitary sewer facilities, or should disruption be necessary for performance of the Work, the Contractor shall bypass the sewage flow around the Work. Sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches nor be covered by backfill.

Whenever sewage bypass and pumping is required by the Plans or Specifications, or the Contractor so elects to perform, the Contractor shall submit per 2-5.3 a working drawing conforming to 7-8.5.2 detailing its proposed plan of sewage bypass and pumping.

**7-8.5.2 Sewage Bypass and Pumping Plan.** The plan shall indicate the locations and capacities of all pumps, sumps, suction and discharge lines. Equipment and piping shall be sized to handle the peak flow of the section of sewer line to be bypassed and pumped. Equipment and piping shall conform to 7-10, the Plans, and the Special Provisions. Bypass piping, when crossing areas subject to traffic loads, shall be constructed in trenches with adequate cover and otherwise protected from damage due to traffic. Lay-flat hose or aluminum piping with an adequate casing and/or traffic plates may be allowed if so approved by the Director. Bypass pump suction and

discharge lines that extend into manholes shall be rigid hose or hard pipe. Lay flat hose will not be allowed to extend into manholes. The Contractor shall provide a backup bypass pumping system in case of malfunction. The backup bypass system shall provide 100 percent standby capability, and be in place and ready for immediate use.

Each standby pump shall be a complete unit with its own suction and discharge piping. In addition to the backup system, the Contractor shall furnish and operate vacuum trucks when required by the Plans or Special Provisions.

**7-8.5.3 Spill Prevention and Emergency Response Plan.** The Contractor shall prepare and submit per 2-5.3 a spill prevention and emergency response plan. The plan shall address implementation of measures to prevent sewage spills, procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting.

The plan shall account for all storm drain systems and water courses within the vicinity of the Work which could be affected by a sewage spill. Catch basins that could receive spilled sewage shall be identified Unless otherwise specified in the Special Provisions, these catch basins shall be sealed prior to operating the bypass and pumping system. The Contractor shall remove all material used to seal the catch basins when the bypass and pumping system operations are complete.

The Contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any fines or penalties associated with the sewage spill imposed upon by the Agency and/or the Contractor by jurisdictional regulatory agencies, and any other expenses or liabilities related to the sewage spill.

**7-8.6 Water Pollution Control** The Contractor shall prevent, control, and abate discharges of pollutants from the construction site in order to protect the storm drain system, which includes pipes, channels, streams, waterways, and other bodies of water, by the construction, installation or performance of water pollution control measures as shown on the Stormwater Pollution Control Plan (SWPCP) or Stormwater Pollution Prevention Plan (SWPPP) depending on the land area affected by the construction activity. The Contractor shall ensure compliance with the current State NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activity (General Construction Permit), NPDES No. CAS000002 and current Ventura County

#### **7-8.6.1 Compliance with NPDES General Construction Permit**

##### **7-8.6.1.1 Construction Sites**

If the Work involves construction activity that results in soil disturbance of one acre or more of total land area, or results in soil disturbances of less than one acre but is a part of a work area larger than one acre, the Contractor shall comply with the requirements of the General Construction Permit NPDES No. CAS000002. Construction activity includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility.

The Contractor shall comply with requirements of the General Construction Permit (NPDES No. CAS000002), obtained by the Agency, including a site-specific Storm Water Pollution Prevention Plan (SWPPP) for the Work to be developed by Qualified SWPPP Developer (QSD) and implemented by the Qualified SWPPP Practitioner (QSP). After July 1, 2010, the Agency will electronically file all required Permit Registration Documents (PRDs) through the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website, as required prior to the commencement of construction activity. PRDs consist of the Notice of Intent (NOI), Risk Assessment, Post-Construction Calculations, a Site Map, the SWPPP, a signed certification statement by the Legally Responsible Party (LRP), and the first annual fee. For the Permit application, the Contractor shall submit to Project Manager the following:

- The completed site-specific Risk Assessment
- Post-construction calculations if applicable for the project, and
- Site-specific SWPPP developed in accordance with applicable Permits.

**7-8.6.1.2 Linear Utility Projects;** Contractor shall comply with the requirements of the General Construction Permit NPDES No. CAS000002 for Linear Underground/Overhead projects (LUPs) one acre or greater.

#### **7-8.6.2 Compliance with NPDES MS4 Permit**

**7-8.6.2.1 Construction Sites Less Than One Acre** The Contractor shall ensure implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) listed in **Table 6** of the Ventura County NPDES MS4 Permit. The Contractor shall develop and implement a Storm Water Pollution Control Plan (SWPCP).

**7-8.6.2.2 Construction Sites One Acre but Less Than 5 Acres** The Contractor shall ensure implementation of an effective combination of appropriate erosion and sediment control BMPs from **Table 7** (BMPs at Construction sites 1 acre or greater but less than 5 acres) of the Ventura County NPDES MS4 Permit in addition to the ones identified in **Table 6** (BMPs at Construction sites less than 1 acre) to prevent erosion and sediment loss, and the discharge of construction wastes. For all construction sites one acre or greater, the Contractor shall submit the SWPPP to the Agency for review and certification as the Local SWPPP.

**7-8.6.2.3 Construction Sites 5 Acres and Greater** The Contractor shall ensure implementation of an effective combination of the following BMPs in **Tables 8** (BMPs at Construction sites 5 acres or greater) in addition to the ones identified in **Table 6** (BMPs at Construction sites less than 1 acre) and **Table 7** (BMPs at Construction sites 1 acre or greater but less than 5 acres) at all construction sites 5 acres and greater to prevent erosion and sediment loss, and the discharge of construction wastes. For all construction sites one acre or greater, the Contractor shall submit the SWPPP to the Agency for review and certification as the Local SWPPP.

##### **7-8.6.2.4 Enhanced Construction BMP Implementation**

Construction sites located on hillsides, adjacent or directly discharging to CWA 303(d) listed waters for siltation or sediment, and directly adjacent to Environmentally Sensitive Areas are termed "high risk sites." Contractor shall implement enhanced practices that preclude impacts to water quality posed by the high risk sites.

Contractor shall ensure that high risk sites are inspected by the Qualified SWPPP Developer, Qualified SWPPP Practitioner, or Certified Professionals in Erosion and Sediment Control (CPESC) at the time of BMP installation, at least weekly during the wet season, and at least once each 24 hour period during a storm event that generates runoff from the site, to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

During the wet season, the area of disturbance shall be limited to the area that can be controlled with an effective combination of erosion and sediment control BMPs. Enhanced sediment controls should be used in combination with erosion controls and should target portions of the site that cannot be effectively controlled by standard erosion controls described above. Effective sediment and erosion control BMPs proposed by the Contractor shall include the BMPs listed in Table 9 (Enhanced Construction BMP Implementation) of the NPDES MS4 Permit.

The Contractor shall implement the BMPs listed in Table 9 unless shown unnecessary. Also, the Contractor shall retain records of the inspection and a determination and rationale of the BMPs selected to control runoff.

#### **7-8.6.3 Plan.**

**7-8.6.3.1** The SWPCP, required for construction projects less than one acre, shall be prepared in accordance with the requirements of current Ventura County NPDES MS4 Permit No. CAS004002 and County Ordinance No. 4142.

**7-8.6.3.2** The SWPPP, required for construction projects one acre or greater, shall be prepared in accordance with the requirements of the state's General Construction Permit NPDES Permit CAS000002, Ventura Countywide Stormwater Quality Management Program, NPDES MS4 Permit No. CAS004002, and County Ordinance No. 4142.

**7-8.6.3.3** The SWPCP/SWPPP shall identify potential pollutant sources on the construction site that may affect the quality of discharges, whether non-stormwater or stormwater, from the site and design the use and placement of water pollution control measures, BMPs, to effectively prohibit the entry of pollutants from the site into the storm drain system during construction. At a minimum, and depending on the size of the project area, the SWPCP/SWPPP will include all appropriate minimum BMPs as required by the Ventura Countywide Stormwater Quality Management Program, NPDES MS4 Permit No. CAS004002 (Tables 6 through 9). The SWPCP/SWPPP must utilize the measures recommended in the California Stormwater Quality Association (CASQA) Stormwater BMPs Handbook for Construction (January 2003 version until July 1, 2010 and 2009 version after July 1, 2010). Starting July 1, 2010 SWPPP shall be prepared by QSD as defined in the NPDES Permit CAS000002. The Contractor shall complete, sign and submit the SWPCP/SWPPP for review and final approval by the Project Director, prior to issuance of the Notice to Proceed as provided in 6-7.4.

**7-8.6.3.4** For all construction projects one acre and greater, the Contractor shall submit the SWPPP to the Agency for review and certification as Local SWPPP in accordance with NPDES MS4 Permit No. CAS004002 prior to the Notice to Proceed as provided in 6-7.4.

**7-8.6.4 Measures.** All water pollution control measures shall conform to the requirements of the submitted SWPCP/SWPPP. If circumstances during the course of construction require changes to the original SWPCP/SWPPP, a revised SWPCP/SWPPP shall be promptly submitted to the Project Manager in each instance. The SWPPP shall be amended or revised by QSD. A copy of the current SWPCP/SWPPP including revisions and amendments shall be kept at the site to ensure that field personnel has access to the current document at all times. If measures being taken are inadequate to control water pollution effectively, the Project Manager may direct the Contractor to revise the operations and no further work shall be performed until adequate water pollution control measures are implemented. Effective September 2, 2011, implementation of the SWPPP shall be overseen by the Contractor's QSP as defined in the General Construction Permit NPDES No. CAS000002. All work installed by the Contractor in connection with the SWPCP/SWPPP but not specified to become a permanent part of the Work shall be removed and the site restored in so far as practical to its original condition prior to completion of the Work.

**7-8.6.4.1 Post-Construction Standards;** Contractor shall ensure that applicable post-construction standards are implemented to meet applicable project requirements of the Ventura County NPDES MS4 Permit and General Construction Permit NPDES No. CAS000002 (effective September 2, 2012).

**7-8.6.4.2 Active Treatment Systems;** Contractor shall comply with requirements of the General Construction Permit NPDES No. CAS000002 for active treatment systems as applicable.

#### **7-8.6.5 Monitoring and Reporting**

**7-8.6.5.1 Monitoring;** In accordance with the General Construction Permit NPDES No. CAS000002, the Contractor shall develop and implement monitoring program for Risk Level 2 and 3 sites. In addition at Risk Level 3 sites, contractor shall perform receiving water monitoring to meet Permit requirements.

**7-8.6.5.2 Reporting;** the Contractor shall ensure that all submittals and reports are prepared and submitted to the RWQCB in accordance with the applicable Permits. At minimum the reports will include Annual Report (for applicable projects due September 1<sup>st</sup>), Rain Event Action Plan (due 48 hrs prior to the rain event for the applicable projects), Numeric Action Levels (NAL) Exceedance Report (as required), Numeric Effluent Limitations (NELs) Violation Report (within 24 hours after NEL exceedance is identified). Contractor shall submit required reports to the Project Manager for review and approval prior to submittal to the RWQCB.

**7-8.6.6 Dewatering Activities.** All dewatering activities shall be performed in accordance with applicable regulatory requirements issued by the Los Angeles Regional Water Quality Control Board, including specific requirements contained in the Waste Discharge Requirements (WDR) when issued for the Work.

**7-8.6.7 Payment.** The Contract lump sum price for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in water pollution control as specified herein. Payment for water pollution control will be made as the Work proceeds, and is in compliance with the approved Water Pollution Control Plan, on the following basis.

Partial payment estimate (excluding mobilization & water pollution control payments) as a percentage of the original Contract price (excluding the mobilization & water pollution control Bid items).		Cumulative amount of water pollution control pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of water pollution control pay item	Percentage of the original Contract total.
5	10	10	1
10	20	20	2
20	50	50	3
50	Completion of Work	75	5
Completion of Work		100	

Where no Bid item is provided for water pollution control, payment for water pollution control shall be considered to be included in the other Bid items.

**7-8.7 Drainage Control.** The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

**7-8.8 Final Cleaning.** At the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, temporary facilities, machinery, and surplus materials.

At completion of construction and just prior to final inspection, the Contractor shall thoroughly clean the interior and exterior of the buildings, including hardware, floors, roofs, sills, ledges, glass, or other surfaces where debris, plaster, paint, spots, and dirt or dust may have collected. All glass shall be washed clean and polished. Remove all grease, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Repair, patch, and touch up marred surfaces to match adjacent finishes.

The Contractor shall use only experienced workmen or professional cleaners for final cleaning. It shall use only cleaning materials recommended by the manufacturer of the surface to be cleaned, and use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

It shall broom-clean all paved surfaces and rake-clean other surfaces of grounds.

The Contractor shall replace air conditioning filters if units were operated during construction, and clean all ducts, blowers, and coils if air conditioning units were operated without filters during construction.

After cleaning, the Contractor shall maintain the building in a clean condition until it is accepted by the Agency.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with 307-1.5.

Trees, lawns, and shrubbery that are not designated to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be absorbed in its bid.

In existing buildings, all surfaces, equipment, furniture and other property shall be protected from loss or damage by or as result of the Contractor's operations. The Contractor shall replace damaged property or shall repair and restore it to its previous condition. Patching, painting, replacement of wall, ceiling and floor covering and similar Work shall be done in such a manner that the repaired Work will not be readily noticeable.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

### **7-10.1 Access.**

**7-10.1.1 General.** The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length or quantity of Work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work.

The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by Director. Work requiring traffic lane closures shall only be performed between the hours specified in the Special Provisions or shown on the TCP. Traffic shall be permitted to pass through the Work site, unless otherwise specified in the Special Provisions or shown on the TCP.

**7-10.1.1.1 Vehicular Access.** Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access. If backfill has been completed to the extent that safe access may be provided and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

**7-10.1.1.2 Pedestrian Access.** Safe, adequate, and ADA compliant pedestrian access shall be maintained unless otherwise approved by the Director. 7-10.2 Work Area Traffic Control.

### **7-10.2 Traffic Control**

**7-10.2.1 General.** Work area traffic control shall conform to the California MUTCD, WATCH, or as specified in the Special Provisions. The total length of the traffic control zone shall include a buffer space, advance signing, striping transitions in advance of the Work site, existing striping, signing, and raised medians.

#### **7-10.2.2 Traffic Control Plan.**

**7-10.2.2.1 General.** If so specified in the Special Provisions or on the permit, the Contractor shall submit a TCP in accordance with 2-5.3. The sheets of the TCP shall display the title, phase identification, name of the firm preparing the TCP, name and stamp of the Registered Traffic or Civil Engineer, approval block for each jurisdictional agency, north arrow, sheet number, and number of sheets comprising the TCP. General notes and symbol definitions shall be included when required. Adequate dimensioning shall be provided to allow for proper field installation. The TCP shall be drawn to a 1 inch = 40 feet scale on common size sheets, either 8-1/2 inches x 11 inches, 8-1/2 inches x 14 inches, 11 inches x 17 inches, or 2-foot x 3-foot plan sheets as dictated by the length of the Work.

The requirements in the Special Provisions shall govern the design of the proposed TCP.

**7-10.2.2.2 Payment.** Payment for preparation of the TCP shall be included in the appropriate lump sum Bid items. If no Bid items have been provided, payment shall be included in the various Bid items unless otherwise specified in the Special Provisions.

**7-10.3 Haul Routes.** Unless otherwise specified in the Special Provisions, the haul route(s) shall be determined by the Contractor.

#### **7-10.4 Safety.**

##### **7-10.4.1 Work Site Safety.**

**7-10.4.1.1 General.** The Contractor shall provide safety measures as necessary to protect the public and workers within, or in the vicinity of, the Work site. The Contractor shall ensure that its operations will not create safety hazards. The Contractor shall provide safety equipment, material, and assistance to Agency personnel so that they may properly inspect all phases of the Work. When asbestos is being removed, the requirements of the CCR Title 8, Div. 1, Chapter 4, Subchapter 4 and Subchapter 7 shall be implemented.

**7-10.4.1.2 Work Site Safety Official.** The Contractor shall designate in writing a "Project Safety Official" who shall be at the Work site at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an unsafe operation, if necessary.

##### **7-10.4.2 Safety Orders.**

**7-10.4.2.1 General.** The Contractor shall have at the Work site, copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders, and General Industry Safety Orders issued by the State Division of Industrial Safety. Prior to beginning any excavation 5 feet in depth or greater, the Contractor shall submit to the Director, the name of the "Competent Person" as defined in CCR, Title 8, Section 1504, in accordance with 2-5.3. The "Competent Person" shall be present at the Work site as required by Cal-OSHA.

**7-10.4.2.2 Shoring Plan.** Before excavating any trench 5 feet (105m) or more in depth, the Contractor shall submit in accordance with 2-5.3 a detailed working drawing (shoring plan) showing the design of the shoring, bracing, sloping, or other provisions used for the workers' protection. If the shoring plan varies from the shoring system standards, the shoring plan shall be prepared by a registered Structural or Civil Engineer. The shoring plan shall accommodate existing underground utilities. No excavation shall start until the Director has accepted the shoring plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Director in accordance with 2-5.3. If the Contractor fails to submit a shoring plan or fails to comply with an accepted shoring plan, the Contractor shall suspend work at the affected location(s) when directed to do so by the Director. Such a directive shall not be the basis of a claim for Extra Work and the Contractor shall not receive additional compensation or Contract time due to the suspension.

**7-10.4.2.3 Payment.** Payment for shoring shall be included in the Bid item provided therefor. Payment for compliance with the provisions of the safety orders and all other laws, ordinances, and regulations shall be included in the various Bid items.

**7-10.4.3 Use of Explosives.** Explosives may be used only when authorized in writing by the Director, or as otherwise specified in the Special Provisions.

Explosives shall be handled, used, and stored in accordance with all applicable regulations.

Prior to blasting, the Contractor shall comply with the following requirements:

- a) The jurisdictional law enforcement agency shall be notified 24 hours in advance of blasting.
- b) The jurisdictional fire department shall be notified 24 hours in advance of blasting.
- c) Blasting activities and schedule milestones shall be included in the Contractor's construction schedule per 6-1.

For a Private Contract, specific permission shall be obtained from the Agency in writing, prior to any blasting operations in addition to the above requirements.

The Director's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.



**7-10.4.4 Hazardous Substances.** An MSDS as described in CCR, Title 8, Section 5194, shall be maintained at the Work site for all hazardous material used by the Contractor. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the MSDS and on the product container label. The Contractor shall notify the Director if a specified product cannot be used under safe conditions. **7-10.4.5 Confined Spaces.** **7-10.4.5.1 Confined Space Entry Program (CSEP).** The Contractor shall be responsible for implementing, administering and maintaining a CSEP in accordance with CCR, Title 8, Sections 5156, 5157 and 5158.

Prior to the start of the Work, the Contractor shall prepare and submit a CSEP in accordance with 2-5.3. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces such as the following:

- a) Training of personnel
- b) Purging and cleaning the space of materials and residue
- c) Potential isolation and control of energy and material inflow
- d) Controlled access to the space
- e) Atmospheric testing of the space
- f) Ventilation of the space
- g) Special hazards consideration
- h) Personal protective equipment
- i) Rescue plan provisions

The submittal shall include the names of the Contractor's personnel, including each Subcontractor's personnel, assigned to the Work that will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

#### **7-10.4.5 Confined Spaces.**

**7-10.4.5.1 Confined Space Entry Program (CSEP).** The Contractor shall be responsible for implementing, administering and maintaining a CSEP in accordance with CCR, Title 8, Sections 5156, 5157 and 5158.

Prior to the start of the Work, the Contractor shall prepare and submit a CSEP in accordance with 2-5.3. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces such as the following:

- a) Training of personnel.
- b) Purging and cleaning the space of materials and residue.
- c) Potential isolation and control of energy and material inflow.
- d) Controlled access to the space.
- e) Atmospheric testing of the space.
- f) Ventilation of the space.
- g) Special hazards consideration.
- h) Personal protective equipment.
- i) Rescue plan provisions.

The submittal shall include the names of the Contractor's personnel, including each Subcontractor's personnel, assigned to the Work that will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

**7-10.4.5.2 Permit-Required Confined Spaces.** Entry into permit-required confined spaces as defined in CCR, Title 8, Section 5157 may be required as a part of the Work. Manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit-required CSEP prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by the Contractor and the Director at the Work site.

**7-10.4.5.3 Payment.** Payment for the CSEP shall be included in the Bid items for which the CSEP is required.

#### **7-10.5 Security and Protective Devices.**

**7-10.5.1 General.** Security and protective devices shall consist of fencing, steel plates, or other devices as specified in the Special Provisions to protect open excavations

**7-10.5.2 Security Fencing.** The Contractor shall completely fence open excavations. Security fencing shall

conform to 304-3.5. Security fencing shall remain in place unless workers are present and construction operations are in progress during which time the Contractor shall provide equivalent security.

**7-10.5.3 Steel Plate Covers.** The Contractor shall provide steel plate covers as necessary to protect from accidental entry into openings, trenches, and excavations.

**7-11 PATENT FEES OR ROYALTIES.** The Contractor shall absorb in its Bid, the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the Agency harmless from any legal action that may be brought for infringement of patents.

**7-12 ADVERTISING.** The names of contractors, subcontractors, architects, or engineers, with their addresses and the designation of their particular specialties, may be displayed on removable signs. The size and location of such signs shall be subject to the Director's approval.

Commercial advertising matter shall not be attached or painted on the surfaces of buildings, fences, canopies, or barricades.

**7-13 LAWS TO BE OBSERVED.** The Contractor shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. It shall at all times observe and comply with all such laws, ordinances and regulations.

**7-13.1 Mined Materials.** Mined material from California surface mines, used on the Work, shall be from a mine identified in the list published by the California Department of Conservation (referred to as 3098 List), as required by Public Contract Code 20676. This list is available on the Internet at [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm).

**7-14 ANTITRUST CLAIMS.** Section 7103.5 of the Public Contract Code provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

**7-15 RECYCLABLE CONSTRUCTION & DEMOLITION WASTES.** Ventura County Ordinance Code Section, 4421 et seq., requires that if any recyclable solid wastes or marketable reusable materials will be generated on the site of the Work within the unincorporated areas of Ventura County, the Contractor shall prepare a Construction & Demolition Debris Waste Diversion Plan and submit it to the Ventura County Public Works Agency, Water & Sanitation Department - Integrated Waste Management Division (IWMD). The Contractor shall prepare and file Construction & Demolition Debris Waste Diversion Reporting Forms as required by the IWMD.

For projects within the unincorporated areas of Ventura County, the Contractor shall submit an IWMD Form B-Recycling Plan approved by IWMD prior to issuance of the Notice to Proceed as provided in 6-7.4.

For projects within the unincorporated areas of Ventura County, the Contractor shall submit an IWMD Form C-Reporting Form approved by IWMD prior to the Director preparing the final estimate as provided in 9-3.2.

If the site of the Work is within an incorporated city, the Contractor shall comply with all the recycling, solid waste diversion, and hauling requirements of that incorporated city.

**7-16 BLANK**

**7-17 LOSS OR DAMAGE TO THE WORK.** The Contractor is responsible for delivering to the Agency Work completed in accordance with the Contract except as provided in 7-18. Should the Work being constructed be damaged by fire or other causes before Acceptance by the Agency, it shall be replaced in accordance with the requirements of the Plans and Specifications without additional expense to the Agency. The Agency does not carry "Course of Construction" insurance on the Work. Contractor should arrange for its own insurance to protect its interests.

**7-18 ACTS OF GOD.** As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the Work determined to have been proximately caused by an act of God in excess of 5 percent of the contracted amount, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify the Agency for any damage to the Work caused by an act of God if the premium of said insurance coverage is called for as a separate bid item in the bidding

schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

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

**8-1 GENERAL.** A field office shall be provided when required by the Plans or Special Provisions. The field office shall be at a suitable location approved by the Director.

A field office shall be a weather-tight building of suitable proportions with 16 m<sup>2</sup> (120 sq. ft.) of floor area, at least one door, and a window area of 2 m<sup>2</sup> (22 Sq. Ft.). A field office may be a building or a separate room in a building the Contractor may be required to provide or that it may desire to provide for its own use. In either case, the room shall have a separate exterior door. All doors shall be provided with hasps for padlocks.

The office shall be convenient to the Work. It shall be adequately heated, ventilated, electrically lighted, and provided with telephone service, all at the expense of the Contractor or plant owner. Offices are for the exclusive use of Agency personnel, unless otherwise provided herein.

Field offices at the worksite shall be removed upon completion of the Work.

All costs incurred in furnishing, maintaining, servicing, and removing a field office required at the Work site shall be included in the price bid for such item. If such item is required by the Plans or Specifications and no bid item is provided in the Proposal, the costs shall be absorbed in the other items for which bids are entered. Buildings and equipment furnished by the Contractor at the Work site under the provisions of this section are the property of the Contractor.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

**8-2 EQUIPMENT FOR FIELD OFFICES.** Unless otherwise specified, a field office shall be equipped with:

- Plan table, 0.75 m x 1.5 m (2 1/2 ft. x 5 ft.) or larger
- Plan rack, capacity to hold two sets of project Plans plus all shop drawings
- Desk and chair
- Two lockers with hasps for padlocks

## **SECTION 9 - MEASUREMENT AND PAYMENT**

### **9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK**

**9-1.1 General.** Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

**9-1.2 Methods of Measurement.** Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

**9-1.3 Certified Weights.** When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Director, on a completely automated weighing and recording system. The Contractor shall furnish the Director with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificate as evidence of weights delivered.

**9-1.4 Units of Measurement.** Measurements shall be in accordance with 1-4.1 and 1-4.2. A metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

**9-2 LUMP SUM BID ITEMS.** Items for which quantities are indicated as "Lump Sum", "L.S." or "Job" shall be paid for at the price indicated in the Proposal. Such payment shall be full compensation for the items of Work and all Work appurtenant thereto.

When required by the Specifications or requested by the Director, the Contractor shall submit to the Director within 15 Days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. This schedule should equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Director that it correctly represents a reasonable apportionment of the lump sum. If Mobilization or Water Pollution Control are included in the detailed schedule, those items will be paid for as provided in 9-3.4.2 and 7-8.6.4, receptively.

### **9-3 PAYMENT**

**9-3.1 General.** The quantities listed in the Bid schedule will not govern final payment unless

identified by Agency on the Proposal as [F]. The symbol "[F]" indicates that the quantities shown on the Proposal form are the final pay quantities. Payment to the Contractor (except those items identified as [F]) will be made only for the actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1. Payment for those items identified as [F] will be based on the quantities shown on the Proposal unless changed as provided in 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools and incidentals.

Payment for items shown on the Plans or required by the Specifications, for which no pay item is provided, shall be considered included in the prices named for the other items shown on the Proposal.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

#### **9-3.1 General. (Continued)**

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be Acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store, protect, repair, replace, rebuild, or otherwise restore any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to completion of the Work under the Contract, except as provided in 6-10.

Warranty periods shall not be affected by any payment but shall commence on the date equipment or material is placed into service at the written direction of the Director. In the event such items are not placed into service prior to partial or final completion of the Work, the warranty periods will commence on the date set forth as the date of field completion in the Director's acknowledgement of completion.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

At the expiration of 35 Days from the date of recording of the Notice of Completion, or as prescribed by law, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

**9-3.2 Partial and Final Payment.** The Director will, after award of Contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Director may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Director will make an approximate measurement of the Work performed to the closure date and, as a basis for making monthly payments, estimate its value based on the Contract Unit Prices or as provided for in 9-2. When the Work has been satisfactorily completed, the Director will determine the quantity of Work performed and prepare the final estimate.

Work not conforming to the Contract Documents shall not be measured for payment.

Conformance with the Contract Documents shall be, in addition to constructing the Work in accordance with the Contract Documents, the Contractor's compliance with those portions of the Contract Documents not directly related to the completed Work, including but not limited to: construction and maintenance of detours; diversion and control of water; protection and repair of existing facilities of the Agency and adjacent owners; site maintenance; coordination with utilities and other contractors on the site; proper survey procedures and records; obtaining required permits and inspections; complying with working hour limitations; providing a Contractor's representative while Work is being performed; complying with environmental requirements; maintaining access and

safety for users of facilities that are to remain in service during construction; and obeying all laws affecting the Work.

Payment for Extra Work will be made only on approved Daily Extra Work Reports with supporting documentation as required in 3-3.

From each progress estimate, 5 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payment will be paid to the Contractor.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

### **9-3.2 Partial and Final Payment. (Continued)**

As provided for in Sections 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract. In substituting securities, the Contractor may either:

- a. Deposit qualifying securities already owned by the Contractor with the Escrow prior to the Contract payment date, or
- b. Direct the Agency to send retained funds to the Escrow to be invested by the Escrow in qualifying securities as directed by the Contractor.

**9-3.2.1 Release of Withheld Contract Funds.** Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction Contract between the Agency and the Contractor. A form of Escrow Agreement for Security Deposits in Lieu of Retention has been adopted by the Agency as one of the Contract Documents; procedures for implementing the provisions of the Escrow Agreement are contained in Escrow Instructions which shall become effective upon exercise of the option by the Contractor.

The Contractor shall take the following steps if it desires to substitute securities:

- a. Execute the Escrow Agreement for Security Deposits in Lieu of Retention.
- b. Furnish to the Escrow Agent a power of attorney and other forms necessary to empower the Escrow Agent to convert the securities to cash.
- c. Furnish to the Escrow Agent the securities described.
- d. Pay the Escrow Agent's fees and costs.

When the Contractor deposits with the Escrow Agent securities in lieu of money required to be withheld from progress payments, a sum of money equivalent to the current cash value of the securities as determined by the Escrow Agent shall be released to the Contractor by, or upon the direction of, the Agency.

If the total of the money plus the current cash conversion value of securities on deposit should fall below the aggregate amount of the sums required to be withheld from progress payments pursuant to 9-3.1 and 9-3.2, an amount equal to the difference shall be withheld from the next regular progress payment in addition to the amount which would ordinarily be withheld pursuant to 9-3.1 and 9-3.2. If the next regular progress payment is less than the total of the amounts to be withheld therefrom, the Contractor shall immediately either deposit with the Agency cash in the amount of the difference or deposit with the Escrow Agent additional securities having a current cash conversion value equal to or greater than the difference.

The Contractor shall be the beneficial owner of any such securities on deposit with the Escrow Agency and shall be entitled to any interest earned thereon prior to conversion. The Agency may direct the Escrow Agency to convert securities with the Escrow Agency into cash, and to deliver the cash to the Agency, in any case where the Contractor is in default, including the following:

- a. where the Agency would be entitled to use funds withheld pursuant to 9-3.1 and 9-3.2 to satisfy claims of workers, materials suppliers or subcontractors, or to complete or correct work which the Contractor has failed or refused to complete or correct, or
- b. where the Contractor has failed to comply with the requirements of this section respecting the deposit of additional cash or securities to make up for a fall in the value of securities already on deposit with the Escrow Agency.

The Agency may hold and use cash resulting from such a conversion of securities in the same manner as it would be entitled to hold and use funds withheld pursuant to 9-3.1 and 9-3.2.

**9-3.2.2 Timely Progress Payments.** As required by Public Contract Code Section 20104.50, the Contractor is informed that should a progress payment not be made within 30 Days after receipt of an undisputed and properly submitted payment request from the Contractor, the Agency shall pay interest to the Contractor on the unpaid amount at the rate set forth in the Code of Civil Procedures, Section 685.010(a). Agency shall promptly review payment requests, and if not determined to be proper, document to the Contractor, within 7

Days, the reasons why the request is not proper.

Contractor should refer to the code sections cited for further information.

**9-3.3 Delivered Materials.** Payment for the cost of materials and equipment delivered to the Work site but not incorporated in the Work will be included in the progress estimate if, prior to the closure date for the monthly progress payment, the material or equipment is listed by the Contractor on the Agency's form together with date of delivery, vendor's or Subcontractor's name and cost; is accompanied by a copy of an invoice showing the cost thereof; has an aggregate cost in excess of \$5,000 for each progress payment; is currently on the Work site at an approved location and in good condition; and is one of the following:

1. Precast concrete units weighing more than 100 kilograms (200 pounds) each.
2. Structural steel members weighing more than 100 kilograms (200 pounds) each.
3. Individual pieces of electrical equipment costing over \$1,000 each.
4. Individual pieces of mechanical equipment costing over \$1,000 each.
5. Reinforced concrete pipe of any size.
6. Storm drainage pipe 900 mm (36") in diameter and larger.
7. Water and sewer pipe 300 mm (12") in diameter and larger.
8. Finish hardware for doors.
9. Other individual items of equipment costing over \$1,000 each
10. Materials where the aggregate value of a single type of material exceeds \$1,000 and is either:
  - a) Fabricated or cut to fit the Work before delivery, or
  - b) Of a size or type not available from any manufacturer without a special production run.

On unit price Bid items, the amount paid for materials or equipment delivered but not incorporated in the Work shall not exceed 75% of the amount of the Bid item which includes such material or equipment.

On lump sum Bid items, the amount paid for materials and equipment delivered and not incorporated in the Work shall not exceed 75% of the item in the approved schedule submitted in accordance with 9-2 of which such materials or equipment is a part.

Should materials or equipment previously paid for be damaged, destroyed, stolen or removed from the Work site, the payment previously made therefor will be deducted from the next progress payment, unless such materials or equipment are replaced prior thereto.

On the closure date for progress payments, as provided in 9-3.2, the Contractor shall certify that all materials and equipment not incorporated into the Work, for which payment has previously been made or is being requested, is still at the Work site and in good condition. Failure to provide such certification will be cause for deducting previous payments for materials not incorporated in the Work from the amount due the Contractor in the progress payment.

Payment for materials or equipment, as provided herein, shall not constitute approval or acceptance thereof nor shall such payment modify or abridge any of the rights the Agency has under the Specifications or at law nor relieve the Surety of any of its obligations under the bonds.

### **9-3.4 Mobilization**

**9-3.4.1 Scope.** Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, providing a specified field office, the movement of labor, supplies, equipment and incidentals to the Work site, and for all other work, services and operations which must be performed or for which costs are incurred prior to performing work of the other Contract items.

**9-3.4.2 Payment.** The Contract lump sum price bid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in mobilization as specified herein. Payment for mobilization will be made as the Work proceeds on the following basis except that where a field office is required by the Specifications, no payment for mobilization will be made until the specified field office has been provided:

Partial payment estimate (excluding mobilization & water pollution control payments) as a percentage of the original Contract price (excluding the mobilization & water pollution control Bid items).		Cumulative amount of mobilization pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of mobilization pay item	Percentage of the original Contract total.
5	10	50	5
10	20	75	7.5
20	50	95	9.5
50	Completion of Work	100	10
Completion of Work		100	

Where no Bid item is provided for mobilization, payment for mobilization shall be considered to be included in the other Bid items.

**9-4 TERMINATION OF AGENCY LIABILITY.** After completion of all work required by the contract, Agency will furnish Contractor a Release on Contract form stating the amount of total authorized payments for the project. Contractor shall execute and return said form within 21 days of receipt. Said form shall release and discharge the Agency from all claims of and liability to the Contractor for all manner of debts, demands, accounts, claims, and causes of action under or by virtue of said Contract except:

- The claim against the Agency for the remainder, if any, of the amounts retained as provided in 9-3.2, and any amounts retained as required by Stop Notices or Labor Code provisions.
- Any unsettled claims or disputes listed on the Release on Contract form which has been processed in compliance with the requirements for making claims under the Contract, including given timely notice pursuant to the applicable provisions of the Contract and following the procedure set forth in 6-12.

Acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

When executing the Release on Contract, the Contractor shall certify that each unsettled claim or dispute listed thereon has been processed in compliance with the requirements for making claims under the Contract, including giving timely notice pursuant to the applicable provisions of the Contract and following the procedures for resolution of disputes or claims set forth in 6-12 and that acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

If Contractor fails to execute and submit a Release on Contract within the 21 day time period set forth above, the Release on Contract shall be deemed to have been submitted with no unsettled claims or disputes listed on the Release on Contract. A payment of \$1.00 will be made to the Contractor for such Release on Contract and waiver.

## **SECTION 10 - DIVERSION, CONTROL AND REMOVAL OF WATER**

**10-1 DESCRIPTION.** This section covers the diversion, control and removal of all water entering into the construction area or otherwise affecting construction activities.

**10-2 REQUIREMENTS.** All permanent construction shall be performed in a site free from water unless otherwise provided for in the Special Provisions. The Contractor shall construct, maintain, and operate all necessary cofferdams, pumps, channels, flumes, drains, well points and/or other temporary diversion, protective, and water removal works required for diversion, control and removal of all water, whether surface or groundwater, whatever its source, during construction.

Inundation of partially completed Work due to lack of control during non-working periods will not be permitted, and may be cause for requiring removal and replacement of Work already completed.

The Contractor shall be responsible for obtaining the use of any property in addition to that provided for in the Plans and Specifications, which may be required for the diversion, protective, and water removal works so as not to create a hazard to persons or property or to interfere with the water rights of others.

It shall be understood and agreed that the Contractor shall hold the Agency and the Director harmless from legal action taken by any third party with respect to construction and operations of the diversion and protective works.

### **10-3 DIVERSION AND CONTROL WORKS.**

Prior to beginning of work involving diversion, control and removal of water, the Contractor shall submit a water control plan to the Director. In the event circumstances during the course of construction require changes to the original water control plan, a revised water control plan shall be promptly submitted to the Director in each instance. No responsibility shall accrue to the Director or the Agency as a result of the plan or as a result of knowledge of the plan.

Construction and operation of the diversion, control and removal works shall be in accordance with the water control plan submitted, except deviations therefrom may be specifically approved by the Director.

All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the Work, shall be removed and the site restored, insofar as practical, to its original condition prior to completion of construction or when directed by the Director.

**10-4 PAYMENT.** No separate Bid item is included. Payment for this item of Work will be considered to be included in the payments made for other items of Contract Work to which water control is incidental.



## PART 2 CONSTRUCTION MATERIALS

### SECTION 200 - ROCK MATERIALS

#### 200-1 ROCK PRODUCTS

##### 200-1.6 Stone for Riprap

**200-1.6.1A Alternate Stone for Riprap.** As an alternate to the requirements of Subsection 200-1.6, the sample may be subject to the following tests:

TESTS	TEST METHOD NO.	REQUIREMENTS
Apparent Specific Gravity	ASTM C 127	2.40 Min.
Resistance to Abrasion	ASTM C 535, Grading 1	35% Max.
Soundness	Section 211-8	10% Max.
Wet and Dry Loss	Section 211-9	5% Max.
Solubility	Section 211-10	No Loss

All rock shall be angular or subangular in shape. Angular shall be defined as having sharp corners and straight planes on all faces, with no evidence of wear caused by wind, water or abrasion. Subangular shall be defined the same as angular except that evidence of wear by wind, water or abrasion may be allowed. Determination of angularity will be made by the Director.

##### 200-1.6.2 Riprap Size

The individual classes of rock used for riprap shall conform to the following:

Rock Sizes	RIPRAP CLASSES					
	1-Tonne (1-Ton)	½-Tonne (½-Ton)	¼-Tonne (¼-Ton)	Light	Facing	Cobble
	PERCENTAGE LARGER THAN					
2-Tonne (2-Ton)	0-5					
1-Tonne (1-Ton)	50-100	0-5				
½-Tonne (½-Ton)		50-100	0-5			
¼-Tonne (¼-Ton)	90-100		50-100	0-5		
100-kg (200-lb)		90-100		50-100	0-5	
35-kg (75-lb)			90-100	90-100	50-100	0-5
10-kg ( 25-lb)					90-100	95-100
0.5-kg (1-lb)	100	100	100	100	100	100

The amount of material smaller than the smallest size listed in the table for any class of riprap shall not exceed the percentage limit listed in the table determined on a weight basis.

Compliance with the percentage limit shown in the table for all other sizes of the individual pieces of any class of riprap shall be determined by the ratio of the number of individual pieces larger than the specified size compared to the total number of individual pieces larger than the smallest size listed in the table for that class.

Flat or needle shapes will not be accepted unless the thickness of individual pieces is greater than 1/3 the length.

Before placing in final location, depositing, or stockpiling within the project limits, each individual load of riprap must meet the size requirements of the class specified.

## SECTION 206 - MISCELLANEOUS METAL ITEMS

### 206-3 GRAY IRON AND DUCTILE IRON CASTINGS

#### 206-3.3.2A Manhole Frame and Cover Sets

Unless otherwise specified, manhole frames and covers shall be in accordance with the following Standard Plans contained in the SPPWC:

Clear Opening Diameter mm (Inches)	SPPWC Plan No.	Catalog Numbers	
		Alhambra Foundry	Long Beach Iron Works
600 (24)	630-1	A-1495	X-162
675 (27)	631-1	A-1496	X-164
750 (30)	632-1	A-1497	X-163
900 (36)	633-1	A-1498	X-106A

### 206-5 METAL RAILINGS.

#### 206-5.2 Flexible Metal Guard Rail Materials.

**206-5.2A Flexible Metal Guard Rail Materials; Modification.** The "Construction" grade Douglas Fir for "posts, including blocks" does not have to be "free of heart center".

## SECTION 210 - PAINT AND PROTECTIVE COATINGS

**210-6 STORM DRAIN HARDWARE.** All storm drain hardware, including manhole frames and covers, grates, protection bars, steps, etc., shall be protected from corrosion.

Storm drain hardware made of cast iron shall be protected by painting with, or dipping in, a commercial grade asphalt paint. Storm drain hardware made of steel shall be galvanized.

## SECTION 211 - MATERIAL TESTS

**211-6 SIEVE ANALYSIS.** Sieve analysis shall be performed in accordance with ASTM C136.

**211-7 Sand Equivalent Test.** This test is intended to serve as a field test to indicate the presence or absence of plastic fine material. The test shall be run in accordance with Calif. test 217 or ASTM D2419. When testing material containing asphalt, this test method shall be modified by drying the sample at a temperature not exceeding 38°C (100°F).

**211-8 R-VALUE.** Resistance (R-value) shall be determined by California Test 301.

**211-9 SPECIFIC GRAVITY AND ABSORPTION.** Apparent specific gravity, bulk specific gravity and absorption shall be determined by California Test 206, 207, 208, 209, 224, 225, or 308, Method C where zinc stearate may be substituted for paraffin.

**211-10 LOS ANGELES RATTLER TEST.** Loss in Los Angeles Rattler shall be determined by California Test 211.

**211-11 SOUNDNESS.** For riprap, the soundness shall be determined in accordance with Calif. Test 214, excluding sections D, E, G.2.b, and H, and adding the following:

- a. The test sample shall be prepared by breaking or sawing a representative sampling of riprap into particles passing the 75 mm (three inch) and retained on the 50 mm (two inch) sieve. If there are a variety of rock types or degrees of weathering within a rock type, each unique type or condition must meet the loss requirement.
- b. The test sample size shall be 25,000 grams (55 lbs.) ± 1 percent.
- c. All particles of test sample which break into three or more pieces during testing shall be discarded. The remaining sample shall be washed on a 4.75 mm (#4) sieve and all particles retained shall be oven dried.
- d. The loss in weight shall be determined by subtracting from the original weight of the test sample the final weight of all particles retained on the 4.75 mm (#4) sieve. Divide the loss in weight by the original weight and multiply by 100 to determine the percent loss.
- e. Report the following:
  - (1) The percent loss.
  - (2) The number of pieces affected, classified as to number disintegrating, splitting, crumbling, cracking, flaking, etc.

**211-12 WET AND DRY LOSS.** Wet and dry loss shall be determined as follows:

A sample of rock shall be crushed, screened, oven dried, and 1,000 g (2.2 lbs.) to 1,500 g (3.3 lbs.) of the 19 mm (3/4 inch) to 9.5 mm (3/8 inch) fraction shall be taken for the test.

The crushed and graded sample shall be submerged in tap water for 8 hours at room temperature, after which the sample shall be drained and oven dried at 78°C (140°F). When dry, the sample shall be cooled to room temperature. This completes one cycle.

After 10 cycles, the percent loss shall be computed as follows:

$$\% \text{ Loss} = \frac{100 \times \text{Weight of Material Passing 4.75 mm (No. 4) Sieve}}{\text{Total Weight of Sample}}$$

**211-13 SOLUBILITY.** Approximately 0.5 kg (one pound), air dried samples shall be immersed in local tap water and in Pacific Ocean water (or a 3.5% sodium chloride solution) for 8 hours each at 78°C (140°F). After immersion, the samples shall be washed with tap water, air dried and reweighed.

**211-14 Permeability Test.** Permeability tests for granular soils shall be performed in accordance with ASTM D2434, using samples compacted to the specified field density.

## **PART 3 CONSTRUCTION METHODS**

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

#### **301-1 SUBGRADE PREPARATION**

##### **301-1.3 Relative Compaction**

**301-1.3.1 Firm, Hard and Unyielding.** The term "firm, hard and unyielding" as used in 301-1.3 shall mean that when the heaviest construction and hauling equipment used on the Work drives over the subgrade, no permanent deformation shall occur either before or during pavement construction.

**301-1.4 Subgrade Tolerances.** Subgrade for pavement, sidewalk, curb and gutter, driveways, or other roadway structures shall not vary more than 15 mm (0.05 feet) from the specified grade and cross section. Subgrade for subbase or base material shall not vary more than 15 mm (0.05 feet) from the specified grade and cross section.

Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met.

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

##### **301-2.3 Compacting**

**301-2.3.1 Tolerances.** The tolerance requirement in 301-2.3 is modified from 6 mm (0.02 foot) to 15 mm (0.05 foot).

### **SECTION 302 - ROADWAY SURFACING**

#### **302-5 ASPHALT CONCRETE PAVEMENT**

##### **302-5.1 General**

**302-5.1.1 Asphalt Concrete Berms.** Asphalt concrete berms shall be constructed of Class III-D-PG70-10 asphalt concrete by mechanical means to conform to the details and location as shown on the Plans.

A tack coat, as provided in 302-5.4, shall be applied to the existing or new pavement preceding the placement of the asphalt concrete berms.

##### **302-5.4 Tack Coat**

**302-5.4.1 Fog Seal.** When specified, a fog seal consisting of material meeting the requirements of 203-3 shall be applied to the surfaces of all completed asphalt concrete at the rate of 0.36 liter per square meter (0.08 gallon per square yard) of the combined emulsion or such lesser rate ordered by the Director. Surface to be sealed shall be free from dust, dirt, and other foreign material. Surface shall be sealed within 7 Days after paving.

##### **302-5.9 Measurement and Payment**

**302-5.9.1 Measurement and Payment for Asphalt Berm.** Asphalt concrete berms will be paid for at the Contract Unit Price per linear meter (feet) of berm in place. No separate measurement or payment will be made for asphalt, aggregate, or tack coat.

**302-5.9.2 Measurement and Payment for Fog Seal, Tack Coat, and Prime Coat.** Measurement and payment for the specified material shall be by the tonne (ton) in place. Emulsions shall be measured after the specified dilution has been made.

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

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS**

#### **303-5.1 Requirements**

**303-5.1.4 Concrete Substitution.** Class 280-C-14 (470-C-2000) may be used in lieu of Class 310-C-17 (520-C-2500) and Class 280-D-14 (470-D-2000) in lieu of Class 310-D-17 (520-D-2500) as specified in 201-1.1.2 for street surface improvements, excluding concrete pavement, when no class is specified on the Plans or in the Special Provisions.

## **SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION**

### **306-1 OPEN TRENCH OPERATIONS**

#### **306-1.2 Installation of Pipe**

##### **306-1.2.1 Bedding**

**306-1.2.1.1 Bedding Material.** When native material is allowed for backfill in the bedding zone, no rocks larger than 40 mm (1½") in maximum dimensions shall be included. Material containing ashes, cinders, and types of refuse or other deleterious material shall not be used as bedding.

**306-1.2.1.2 Sewer Pipe Bedding.** Bedding for sewer pipe from 100 mm (4") below the pipe to the spring line (horizontal diameter) of the pipe shall be free draining, granular material with a maximum size of 15 mm (1/2 inch), unless another bedding method is shown on the Plans.

Densification of the bedding material may be by the application of water or by mechanical means. Unless otherwise specified, all bedding material shall be densified to a relative density of 90%. Acceptability of densification in the bedding zone will be determined by visual inspection and probing to determine that no voids exist in the backfill material. In this paragraph, the word "voids" does not include intergranular voids in the soil structure.

**306-1.2.1.3 Flexible Pipe Bedding.** Bedding for flexible drainage and sewer pipe shall be granular material having a sand equivalent of at least 50. The bedding material shall be placed and compacted from 150 mm (six inches) below the pipe to the top of the bedding as defined in 306-1.2.1. A 1 m (three foot) long section of low permeability material (50% passing 75 µm (200) sieve) shall be installed and mechanically compacted in lieu of the above specified bedding material at intervals of 60 m (200 feet) or as otherwise indicated on the Plans.

**306-9 DISINFECTION.** All water mains and appurtenances shall be disinfected before being placed in service in accordance with AWWA C651 except as specified herein:

- a. The water mains shall be chlorinated so that a chlorine residual of not less than 20 ppm remains in the water after standing in the pipe for 24 hours.
- b. The Agency will perform sampling and testing of bacteriologic samples. Disinfection shall be repeated until two or more consecutive samples are negative for coliform organisms.

The pressure in the line being chlorinated shall be maintained at least 35 kPa (5 psi) lower than that existing in any Agency line to which it is connected.

## **306-10 WATERWORKS APPURTENANCES**

**306-10.1 Valves.** Valves shall be located as shown on the drawings.

Each valve shall be operated prior to its installation to assure proper functioning. Valves shall be installed plumb and in alignment with the water main. Valves shall be anchored by metal ties to a concrete base. Line valves may be moved to the closest joint upon approval of the Director.

**306-10.2 Valve Boxes.** Each underground valve shall be provided with a valve box. The valve boxes shall be installed plumb and centered over the operating nut of the valve. Valve boxes shall be installed with concrete collars.

Where valve boxes are to be placed in asphaltic type pavement, they shall not be set to grade until after paving has been completed.

Where valve boxes are to be placed in concrete pavement, they shall be set to grade prior to paving operations.

**306-10.3 Thrust Devices.** A reaction or thrust device shall be provided on all dead ends, tees, elbows, and bends with more than 5 degrees deflection on pressure pipe lines.

Thrust devices shall be cast-in-place concrete, poured against undisturbed or compacted earth. Thrust devices shall be sized and constructed in accordance with the Plans.

Thrust devices and anchor blocks shall be constructed of Class 280-C-14 (420-C-2000) concrete. Thrust devices and anchor blocks shall be cured at least 7 Days where Type IP or II cement is used or at least 48 hours where Type III cement is used.

Metal tie-rods or clamps shall be of adequate strength to prevent movement of pipe. All metal shall be coated in accordance with AWWA C110.

**306-10.4 Fire Hydrants.** Fire Hydrants shall be installed as shown on the Plans.

All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb, except that hydrants having only two hose nozzles 90 degrees apart shall be set with each nozzle facing the curb at an angle of 45 degrees.

In uncurbed public road rights of way, fire hydrants shall be located as far as possible from the traveled way while providing a 1 m (3-foot) wide clear space between the fire hydrant and the right of way line. In curbed public road rights of way, fire hydrants shall be installed so that there is 300 mm (12 inches) clear between the face of curb and the fire hydrant.

**306-10.5 Fire Hydrant Barricades.** Fire hydrant barricades shall consist of 100 mm (4-inch) standard steel pipe, schedule 40, filled with concrete, and having a total length of 2 m (72 inches). They shall be embedded in concrete blocks 300 mm (12 inches) in diameter and 1000 mm (40 inches) deep below ground surface with the barricade pipe embedded to 100 mm (4 inches) above the bottom of the concrete so 1 m (36 inches) extends above ground surface. The steel pipe above ground shall be painted chrome yellow in accordance with AWWA C503.

Barricades shall be installed between the fire hydrant and vehicle traffic paths at locations indicated on the Plans or where required by the water purveyor or Fire Department. Barricades shall not be installed within public road rights of way.

Fire hydrant barricades shall not obstruct the hydrant outlets.

## **SECTION 310 - PAINTING**

### **310-5 Painting Various Surfaces**

#### **310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings.**

**310-5.6.8A Application of Paint - Two Coats** All painted traffic striping and markings shall be applied in two coats. The price named in any Bid item for painting traffic striping and markings shall include all costs for both applications, including any delays entailed for the required drying time between applications. If bleeding, curling or discoloration occurs following application of the second coat, unsatisfactory areas shall be given an additional coat, or coats, of paint. No additional payment will be made for work necessary to correct bleeding, curling or discoloration.

## **PART 4**

### **SECTION 400 - ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE AND UNTREATED BASE MATERIAL**

Alternate rock material, Type S, as specified in Section 400 may be used on the Work.

Suppliers of portland cement concrete and asphalt concrete shall file mix designs as required by 400-1.1.2





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

POLICY NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

(Agency) - (Project name) (Spec. No. ###-###)

The Agency and the County of Ventura, including its boards, all special Districts is named as Additional Insured as respects work done by Contractor under the terms of the contract on General Liability and auto Liability Policies. Waiver of Subrogation is applicable to the agency and the County of Ventura, its boards, and all special districts for Work Comp and General Liability. Endorsements required for referenced contract will be issued by the Insurance Company.

## CERTIFICATE HOLDER

## CANCELLATION

County of Ventura  
Harbor Department  
3900 Pelican Way  
Oxnard, CA 93035

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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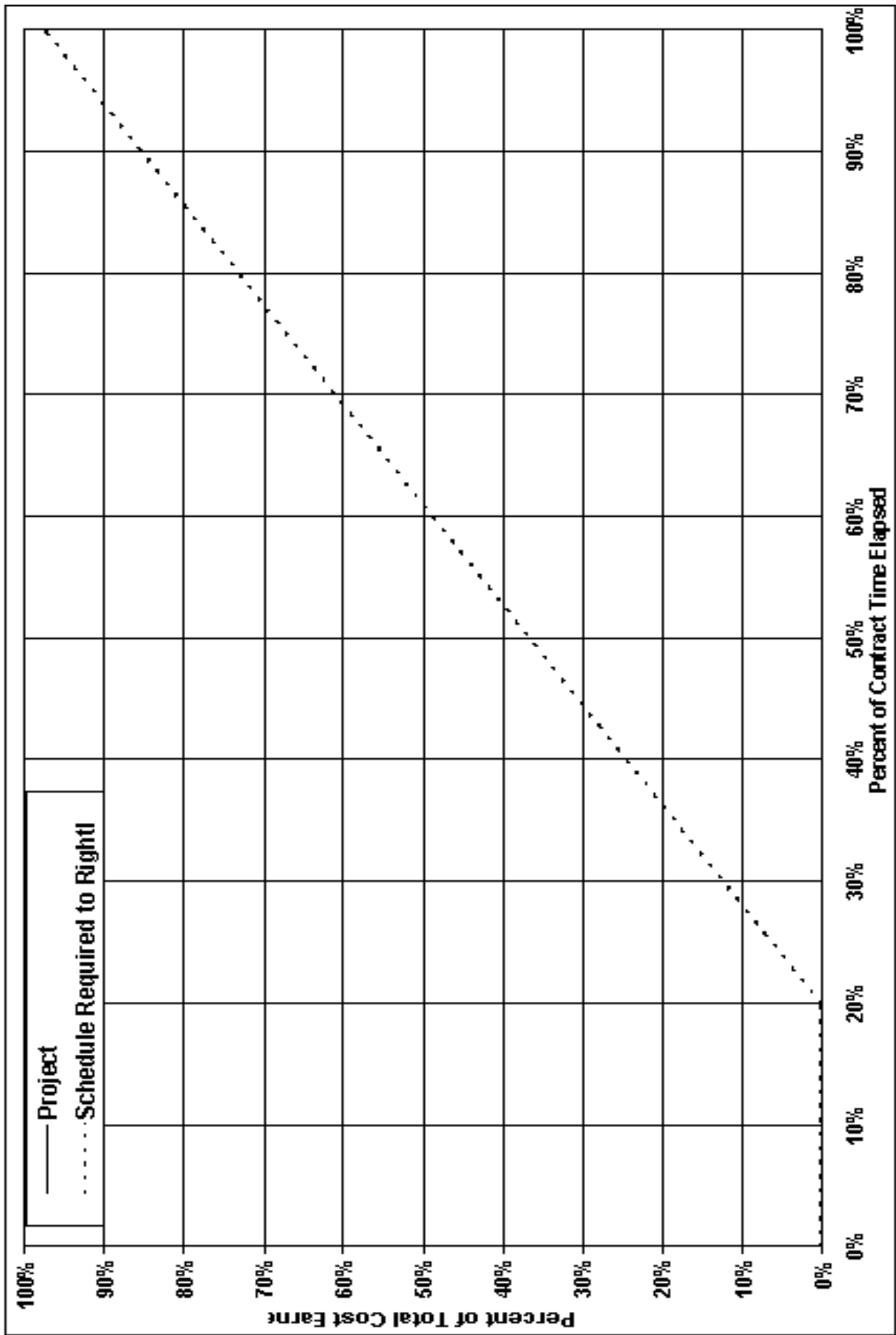
VCSS-HD

08/25/17

**08/25/17**

Spec. No.

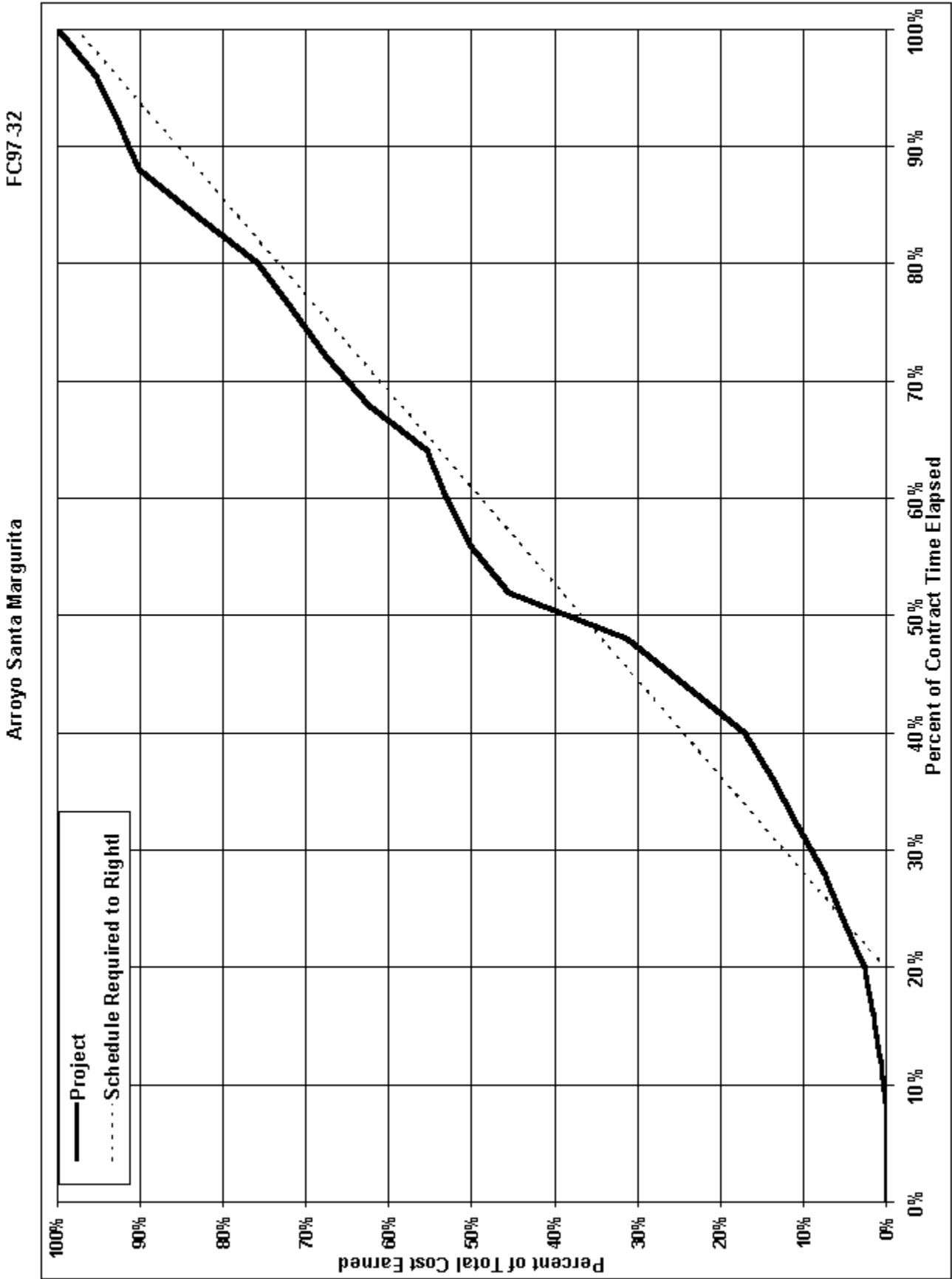
Project Name



EACH HORIZONTAL INTERVAL EQUALS <u>1</u> WORKING DAYS OF CONTRACT TIME	
--	--

Date \_\_\_\_\_

Title President



ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between  
("Agency") whose address is \_\_\_\_\_ and  
("Contractor") whose address is \_\_\_\_\_ and  
("Escrow Agent") whose address is \_\_\_\_\_.

For the consideration hereinafter set forth, the Agency, Contractor and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the Construction Contract entered into between the Agency and Contractor for in the amount of dated \_\_\_\_\_, (hereinafter referred to as the "Contract") which Contract is identified by Spec. No. \_\_\_\_\_ and Auditor Controller's Contract No. \_\_\_\_\_. Alternatively, on written request of the Contractor, the Agency shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Agency within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Agency and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.
- (2) The Agency shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Agency makes payments of retentions earned directly to Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Agency pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Agency, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Agency.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Agency to the Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Agency of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Agency.
- (8) Upon receipt of written notification from the Agency certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Agency and the Contractor pursuant to Sections (1) to (8), inclusive, of this Agreement and the Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Agency:

\_\_\_\_\_, Director,  
Public Works Agency

\_\_\_\_\_, Director  
Central Services Department

\_\_\_\_\_, Director  
Engineering Services Department

Address for all of the above:  
Public Works Agency  
800 South Victoria Avenue  
Ventura, CA 93009

**SAMPLE FORM**  
Form used for escrow will have names and signatures of persons authorized in accordance with paragraph 10.

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip Code

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip Code

At the time the Escrow Account is opened, the Agency and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Agency:  
(Agency name)

Contractor:  
(Contractor company name)

Title

\_\_\_\_\_  
Title

Name

\_\_\_\_\_  
Name

Signature

\_\_\_\_\_  
Signature

VCSS-HD

08/25/17

**EXHIBIT "A"**  
**ESCROW INSTRUCTIONS**

The parties to this escrow are \_\_\_\_\_ ("Agency") and \_\_\_\_\_ ("Contractor") and ("Escrow Agent"). Agency and Contractor have entered into a contract for the construction of which contract is identified by Spec. No. \_\_\_\_\_ and Auditor-Controller's Contract No. \_\_\_\_\_ and was entered into by and between Agency and Contractor ("Construction Contract"). Pursuant to Public Contract Code Section 22300, Contractor may substitute certain securities for an equivalent amount of money required to be withheld from progress payments by Agency to Contractor pursuant to the Construction Contract.

The Escrow Agent is hereby instructed as follows:

1. Contractor may deliver to Escrow Agent:
  - (a) Securities of the types specified in Sections 22300 of the Public Contract Code and Section 16430 of the Government Code.
  - (b) Such other documents as are necessary to enable Escrow Agent to convert such securities into cash.
2. Upon receipt of such securities and other documents, Escrow Agent shall notify Agency within ten days of the deposit, and shall examine them to determine whether they are in a form sufficient to effect conversion of the securities into cash. Escrow Agent shall thereupon send written notice of its determination to Agency.
3. Escrow Agent shall hold such securities as trustee for Agency. The right of Agency to such securities is superior to any other lien or claim of lien; provided, however, that Contractor shall be entitled to any interest earned by such securities prior to their conversion to cash pursuant to section 5 hereof, and further provided that such interest may be withdrawn by Contractor at any time and from time to time without notice to Agency.

Securities may be substituted by Contractor, but any securities substituted for securities previously deposited shall not reduce the current cash value of securities held below that last reported to Agency by Escrow Agent.
4. Escrow Agent shall determine the current cash value of such securities held by it as of the close of business on the first business day following the \_\_\_\_\_ day of each month and, in addition, on any other days which the Agency may from time to time specify in a written notice to Escrow Agent. Current cash value shall be determined as follows:
  - (a) For securities traded over-the-counter or on a stock exchange:
    - (1) Determine either the current bid price for the securities as of the close of business or the face value of the securities, whichever is less.
    - (2) Subtract the cost of sale (broker commission).
    - (3) Subtract all unpaid escrow fees and costs associated therewith.
  - (b) For certificates of deposit:
    - (1) Determine the face amount.
    - (2) Subtract the potential interest penalty for immediate conversion.
    - (3) Subtract all unpaid escrow fees and costs associated therewith.
  - (c) Determine the value of other securities by procedures calculated to determine net realizable value. Promptly upon making each such determination, Escrow Agent shall notify Agency of the securities held and current cash value of such securities.



5. At any time or times that Agency believes it has a right to do so under the provisions of the Construction Contract, Agency may, without the consent of Contractor, deliver to Escrow Agent a written demand that Escrow Agent convert to cash all or any part of such securities. Upon seven days' written notice from Agency of such demand, Escrow Agent shall convert to cash all or part of such securities as demanded and shall distribute the cash as instructed by the Agency.
6. When the Construction Contract has been satisfactorily completed on the part of Contractor and any stop notices filed against the Construction Contract have been released, Agency shall give written notice to Escrow Agent that such securities may be returned to Contractor. Upon receipt of such written notice and payment of all escrow fees and costs, the Escrow Agent shall deliver to Contractor all money, interest, securities and other documents remaining in escrow and the escrow shall terminate.
7. Contractor, and not Agency, shall be liable to Escrow Agent for all of Escrow Agent's fees and costs associated with this escrow.
8. The Director of the Ventura County Public Works Agency, a Department Director of said Agency, or other person authorized in writing by such Director or Department Director is authorized to give written notice and to make written demands on behalf of Agency pursuant to sections 4, 5 and 6 hereof.
9. All written notices and demands pursuant to the escrow agreement and these Instructions shall be addressed as follows:
  - (a) To Agency:  
  
 Harbor Department Director  
 3900 Pelican Way  
 Oxnard, CA 93035
  - (b) To Contractor:
  - (c) To Escrow Agent:

DATED: \_\_\_\_\_

_____	_____	_____
By _____	By _____	By _____
Title _____	Title _____	Title _____

AGENCY

CONTRACTOR

ESCROW AGENT  
 Bank Charter: State ☐ ☐  
                             Federal ☐ ☐  
 Escrow Agent's Address:

\_\_\_\_\_  
 \_\_\_\_\_



RELEASE ON CONTRACT

CONTRACT NAME: \_\_\_\_\_

SPEC. NO. \_\_\_\_\_, PROJECT NO. \_\_\_\_\_

WHEREAS, by the terms of the contract dated \_\_\_\_\_, 20\_\_\_\_ entered into by \_\_\_\_\_

\_\_\_\_\_ and the undersigned CONTRACTOR,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

undersigned CONTRACTOR agreed to perform certain work for the compensation specified in said contract; and

WHEREAS, the CONTRACTOR represents that said work is fully completed and that final payment is due to the CONTRACTOR under terms of said contract,

NOW, THEREFORE, in consideration of the promises and the payment by [AGENCY NAME] to the CONTRACTOR of the amount due under the contract, to wit, the sum of \$\_\_\_\_\_ and the additional consideration of \$1.00, receipt of which is hereby acknowledged by the CONTRACTOR, the CONTRACTOR hereby releases and forever discharges \_\_\_\_\_ of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims and causes of action, in law and in equity, under or by virtue of said contract except the claim against the Agency for the remainder, if any, of the amounts retained as provided in 9-3.2, any amounts retained as required by Stop Notices or Labor Code Provisions, and any unsettled claims or disputes as follows: (If none, leave blank)

Description of Claim or Dispute	Amount	Date of Claim	Date of Notice of Potential Claim
------------------------------------	--------	------------------	---

The CONTRACTOR certifies that each unsettled claim or dispute listed hereon has been processed in compliance with the requirements for making claims under the contract, including giving notice pursuant to the applicable provisions of the contract, and following the procedures for resolution of disputes or claims set forth in subsection 6-12 of the contract. Acceptance of this Release on Contract by the [Agency Name] shall not be deemed as a waiver or release of its right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

IN WITNESS WHEREOF, the hand and seal of the CONTRACTOR have been  
hereunto set this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THIS FORM MUST BE ACCOMPANIED  
by a proper acknowledgement form  
(See Civil Code Section 1189)

Contractor

By

Title

**SURETY BONDS  
PERFORMANCE BOND**

Whereas, the «Agency», hereinafter called "Agency", and «Contr», hereinafter called "principal", have entered into a contract dated «ContrDate» whereby principal agrees to complete certain designated work identified as project «ProjName» (Spec. No. «SpecNo»), and to perform other duties and obligations as described in said contract, which is incorporated herein by this reference and made a part hereof; and Whereas, principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of the work and all terms and conditions of the contract;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of «CostText» (\$«OrigCostFmtd») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

The above obligation shall continue after Agency's acceptance of the work for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the work and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

**PAYMENT BOND**

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of «CostText» dollars (\$«OrigCostFmtd») for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

**GENERAL TERMS**

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

Nothing herein shall limit the Agency's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

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

on \_\_\_\_\_, 20 \_\_\_\_\_.

«Contr»  
Name of Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Name of Surety

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH  
CORRESPONDENCE CONCERNING THIS BOND SHOULD BE  
DIRECTED.

Telephone No. \_\_\_\_\_

**SAMPLE BOND FORM**

Agency will prepare the Bond in this format and transmit it to the Contractor along with the Contract and the Notice of Award letter.

Surety shall fill in the Bond No., date identification and signature of surety in places provided.

Contractor shall sign and indicate title in place provided.

**County of Ventura – Channel Islands Harbor  
PENINSULA REVETMENT REPAIR PROJECT**  
Spec. No.: 22-02; Project No.: 22-02

# **TECHNICAL SPECIFICATIONS**

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## Section 1000 GENERAL REQUIREMENTS

### 1000.1 SUMMARY OF WORK

The project involves the repair and replacement of approximately 1,540 linear feet of rock revetment located around the south end of Peninsula Road in Channel Islands Harbor. The project includes removal of the existing rock revetment, re-grading the existing ground to a 1.75 (horizontal):1 (vertical) slope, installing filter fabric to assist in stabilizing the slope, and placing new or reused rock over the reshaped and covered slope. Construction will generally occur from elevations of approximately -5 feet relative to the North American Vertical Datum of 1988 (NAVD88) to +11 feet, NAVD88. There are a few areas along the slope where it will be necessary to remove the existing stone and rebuild the slope to elevations as low as -12 feet, NAVD88. For clarity, the remainder of this document will be referenced to this project vertical datum.

The project includes removal of approximately 3,100 cubic yards of existing armor stone and soil. Up to 1,900 tons of ¾-inch crushed rock will be placed to restore the slope to the design subgrade.

The armor layer includes the placement of approximately 8,700 tons of ¼-ton stone to reconstruct the rock revetment. An additional 400 tons of ¼-ton armor stone will be furnished by the Contractor and stockpiled at the site for placement by others following completion of the adjacent promenade.

The Contractor will be required to remove existing stone for reuse where it meets the standards set out below and as approved by the County Inspector. Remaining stone and landscape material must be disposed of at a disposal site outside of the coastal zone and approved by the County Inspector. The slope will be regraded clean fill applied where appropriate. Filter cloth will be installed, and the reused and new stone placed over the slope.

Due to extended reaches from the top of slope to the toe of the revetment repair area, the Contractor, if deemed necessary, may excavate a temporary bench from which to work. It is anticipated that this bench will be located above the prevailing tide levels and will be backfilled to a stable subgrade following its use. All costs associated with this optional work, including both excavation and backfill, shall be reflected in the total base bid submitted for the project.

Existing armor stone meeting the ¼-ton gradation specification removed between approximately +3 feet and +10 feet, NAVD88 shall be re-used to the maximum extent practical. An estimated re-use quantity of 1,000 tons is assumed for bidding purposes. Contractor shall coordinate with County Inspector regarding actual armor stone salvage and re-use. The salvaged armor stone shall be re-used in areas below 0 feet, NAVD88 to the maximum extent practical. The re-used salvaged stone shall be interspersed with imported stone to create a homogeneous revetment face.

The project will necessitate working around one of the existing abutments and gangways located at the south end of the peninsula which will provide access to the adjacent marina for marina tenants during construction. Contractor shall maintain access to marina dock, parking, and temporary bathroom structures for marina tenants at all times during the construction.

The Contractor shall remove and dispose of the storm drain outlet pipe to the extent that it does not extend into the revetment repair section.

The project requires the use of silt curtains to reduce the amount of turbidity entering harbor waters.

## **1000.2                    GENERAL**

All construction shall conform to parts 2 and 3 of the 2022 Ventura County Harbor Department Standard Specifications (Standard Specifications) and where indicated, the latest edition of the State of California Department of Transportation Standard Specifications (State Specifications), except as amended herein.

Should these Technical Specifications contain requirements that differ from the Standard Specifications, these Technical Specifications shall take precedent.

## **1000.3                    GENERAL OPERATIONAL CONDITIONS**

Construction activities associated with the work shall not commence prior to 7:00 a.m. and shall terminate not later than 5:00 p.m., Monday through Friday unless otherwise authorized.

The Contractor shall enforce the following restrictions to work practices during all phases of construction activities:

1000.3.1      Contractor requests for permission to work outside of the periods specified above shall be accompanied by a request for overtime inspections by the Director. All inspections during overtime shall be paid for by Contractor at no expense to the County.

1000.3.2      Personnel, suppliers, subcontractors, construction equipment, construction material and personal vehicles may not enter, or be placed within the day's work zone(s) except during the approved work hours without the specific approval of the Director.

1000.3.3      All debris shall be cleaned up and removed from the work zone by the end of each workday. A trash container(s) for casual litter generated by Contractor personnel shall be available for employee use at all times during construction operations.

1000.3.4      The Contractor shall maintain self-contained toilet facilities on the job site for employee use during construction activities.

1000.3.5 Payment for incidental cleanup, litter disposal, toilet facilities, employee facilities or storage facilities that may be required shall be considered as being included in the various Bid items in the contract documents and no other payment shall be made.

#### **1000.4 TRAFFIC CONTROL AND PUBLIC SAFETY**

Traffic control and public safety shall be per City of Oxnard and State of California Department of Transportation Traffic Manual and Manual of Traffic Controls for Construction and Maintenance Work Zones, and these Special Provisions.

1000.4.1 The Contractor shall coordinate all barge and water-borne traffic in Channel Islands Harbor to abide by all rules and regulations governing use of the harbor and ocean waters for construction equipment and materials. The Contractor shall submit a water traffic plan and schedule to the Director for information prior to use of water-borne equipment and transportation.

1000.4.2 A traffic control and detour plan shall be submitted to the Director at the project's pre-construction meeting. The traffic control plan shall be coordinated with the proposed construction schedule and may consist of written directions, schematic drawings or both. Proposed traffic control devices and signing shall be submitted for approval to the Director prior to preparation and placement.

1000.4.3 The traffic control plan and any proposed changes thereto are subject to the approval of the Director prior to implementation and may be modified "as required" while in operation to the satisfaction of the Director.

1000.4.4 The Contractor shall provide such flag persons and barricades as required to protect workers, marina tenants, members of the public, equipment, materials, and work in progress within the work zone from vehicular traffic and/or pedestrians. Damage to uncompleted work due to insufficient traffic control shall be the responsibility of the Contractor. All costs associated with repair, reconstruction and associated clean up due to inadequate traffic control shall be borne entirely by the Contractor at no additional cost to the County.

1000.4.5 Temporary traffic channelization shall be accomplished with barricades or delineators and shall be maintained by an appropriate number of flag persons. Temporary striping will not be allowed unless specifically permitted by the Director.

1000.4.6 Traffic control devices may not be placed within or near the work zone prior to 7:00 a.m. on any approved workday, or left in place after 5:00 p.m. or overnight, without the approval of the Director.

1000.4.7 The Contractor shall provide and install temporary "No Parking," "Tow Away," "No Stopping," and related construction warning signs for use in posting streets. Such signs shall be placed a minimum of 48 hours in advance of the work. Such signs shall be placed



at intervals of not more than 100 feet on sides of the street affected by the work. Such signs shall clearly state the date and hours of closure and/or restricted access. Any such signing shall be subject to the approval of the Director prior to placement and may be modified by the Director at his sole discretion.

1000.4.8 The Contractor shall be responsible for maintaining all required signage in a serviceable manner.

1000.4.9 Overnight closures or restriction of access to private driveways or restrictions to through traffic will not be permitted unless specifically approved, in writing, by the Director.

1000.4.10 If private property is utilized for construction staging or alternate parking, the Contractor shall be responsible for securing written permission from the property owner or lessee prior to approval of the traffic plan.

1000.4.11 Overnight closure and/or full restriction of vehicular access to any portion of the street work zone shall require approval by the Director.

1000.4.12 Full compensation for all work involved in the design, planning and implementation of traffic control for the project and for the furnishing, installation and removal of temporary barricades, delineators, construction signs, warning signs or any other device for the temporary control of vehicular and pedestrian traffic or the safety of the workers, including flag persons and/or any such modification that may be directed by the Director shall be considered as included in the contract prices shown on each Bid item.

## **1000.5 RESTORING FACILITIES**

1000.5.1. All facilities excavated or damaged by the Contractor, except for demolition work identified in Section 1001 of these Special Provisions, shall be reconstructed by the Contractor with the same kind of materials as used in the original construction and to the same thickness and other applicable dimensions, to restore the facilities to a sound and serviceable condition satisfactory to the Director.

1000.5.2 Dikes, embankments, storm drains, culverts, electric lighting standards and conduits, and any other public improvements which are intended to remain onsite and are excavated or damaged by the Contractor shall be restored by the Contractor in conformity with the regulations of the Agency, or other agency having jurisdiction, and any permits required in connection shall be obtained by the Contractor.

1000.5.3 Payment for removal, repair and restoration of facilities excavated or damaged by the Contractor shall be considered as being included in the various Bid items listed in the contract documents and no separate payment shall be made.

## 1000.6 VIDEO DOCUMENTATION

A minimum of one (1) week prior to start of construction, the Contractor shall video record all areas where construction is to take place. Such recording shall be performed in the presence of and provided to the Director before construction commences. These recordings shall serve as record of the existing conditions in the event of disputes arising from restoration and should therefore be taken along the lines of construction and site access and staging areas in sufficient detail as necessary to clearly depict details of existing conditions. All video recordings shall be indexed and cataloged in such a manner that each recorded area is readily identifiable and shall also indicate the date and time (hour and minutes) that the area was video recorded. The Contractor shall also have video recordings taken of any unusual conditions encountered during construction that are not already a matter of video recording record. In any areas where existing conditions cannot be determined by means of video recordings, the areas shall be restored as approved by the Director at the Contractor's expense. All recordings shall become the property of the County Harbor Department.

Payment for video recording of existing conditions shall be included within the lump sum price bid for Mobilization in Section 1000.6, and shall be full compensation for all work specified, including costs for video recording, cataloging, etc.

## 1000.7 PAY ITEM SUBMITTAL

The Contractor shall submit a pay item schedule at the Pre-Construction Meeting for review and approval of the Director. The submittal shall consist of a breakdown of cost for each pay item listed in the Bid Schedule, including all labor, materials, equipment, and incidentals. Overhead and profit shall be spread proportionately over each item. The pay item schedule shall not be unbalanced in any way. No work shall commence until the pay item schedule has been approved by the Director. Upon approval the pay item schedule shall serve as the basis for making progress payment in accordance with Section 9-3.2 of the Standard Specifications, as amended, here.

The Pay Item Submittal shall include, at a minimum, the following information:

No.	Item	Qty.	Unit Price	Dollars
1	Mobilization	1	LS	
2	Demolition	1	LS	
3	Earthwork	1	LS	
4	Furnish and Install Filter Fabric	1	LS	
5	Furnish and Install Armor Stone	7,700	Ton	
6	Install Salvaged Armor Stone	1,000	Ton	
7	Furnish and Install ¾ inch Crushed Rock Backfill as Required	1,900	Ton	
8	Furnish Armor Stone to be Installed by Others	400	Ton	
9	Post-Construction As-Built Survey	1	LS	

	Total dollars for sum of Items 1 through 9 per proposal for Base Bid			
--	--	--	--	--

## **1000.8 SUBMITTALS**

The Contractor shall submit to the Director five (5) copies of all submittals called for in the Special provisions and Drawings within ten (10) working days after the date of Notice to Proceed. The Director shall review all submittals within ten (10) working days after receipt from Contractor. Shop drawings shall be submitted and reviewed in accordance with 2-5.3 of the Standard Specifications.

## **1000.9 SUPERVISION AND SUPERINTENDENCE**

The Contractor shall keep on the project site at all times during its progress a competent resident superintendent who shall not be replaced either permanently or temporarily without written notice to and approval by the Director. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the Director, in which case no work will be performed unless proper supervision is provided. A resume summarizing work experience of the superintendent shall be submitted at the pre-construction meeting.

## **1000.10 SURVEY SERVICE**

The Contractor shall perform all surveying necessary to construct the work to the lines, elevations and grades shown on the Drawings and for the Director's use in checking such work. All survey work shall be performed by a licensed land surveyor registered in the State of California. The Contractor shall be responsible for the accuracy of all surveys.

Survey work will be considered part of the various work items, and no separate payment will be made for survey work.

Prior to acceptance of the work by the Director, the Contractor shall submit a survey of the finished lines, elevations and grades of the revetment work and adjacent landside surfaces to verify conformance with the Plans and Special Provisions.

## **1000.11 PUBLIC/PRIVATE PROPERTY**

It shall be the sole responsibility of the Contractor to secure the use of any public or private property outside of those areas designated on the Plans through the County or private property owners/lessees for use as construction staging, employee vehicle parking, transfer,

or laydown areas. All costs associated with securing and using public or private properties for this use shall be borne by the Contractor and considered part of the various work items, and no separate payment shall be made.

## **1000.12 PERMIT CONDITIONS**

The Contractor shall abide by all applicable local, state, and federal laws and regulations.

The contractor shall comply with the Standard and Special Conditions of the following permits:

U.S. Army Corp of Engineers, Los Angeles District Permit Number: SPL-2019-00171-EBR

Clean Water Act Section 401 Water Quality Certification. This project requirement was waived by the U.S. Army Corp of Engineers due to non-responsiveness by the for Los Angeles Regional Water Quality Control Board.

California Coastal Commission Notice of Impending Development  
0001-19 (Repair and Replacement of Peninsula Road Rock Revetment)

## **1000.13 MOBILIZATION**

Mobilization shall be considered complete when the Contractor has moved onto the project site all necessary major pieces of equipment and sufficient personnel to progress the work, along with necessary materials to commence work and to continue working without interruption. In addition, all of the following must be submitted and approved prior to work starting on the project.

1000.13.1 Detailed, comprehensive schedule showing all major work items. Schedule shall start at award of bid and continue through final acceptance and include all submittals and material fabrications and deliveries. Contractor may use any commonly acceptable form of schedule, including CPM, PERT, or Bar Chart, but sufficient detail shall be provided to track all major work items and to analyze the interdependency and interrelationship of all items.

1000.13.2 Complete list of subcontractors and suppliers, including address and name of contact person and phone number.

1000.13.3 Traffic control plan per section 1000.4.2 of these Special Provisions.

1000.13.4 Video documentation per Section 1000.6 of these Special Provisions.

1000.13.5 Payment schedule per Section 1000.7 of these Special Provisions.

1000.13.6 Resumé of Contractor's resident superintendent and letter from Contractor designating the superintendent as his representative per Section 1000.9 of these Special Provisions.

1000.13.7 Demolition plans per Section 1001.2 of these Special Provisions.

1000.13.8 Plan of excavation and disposal per Section 1002.2.1 of these Special Provisions.

1000.13.9 Slope protection grading and placement plan per Section 1003.2.1 of these Special Provisions.

1000.13.10 Approved Storm Water Pollution Control Plan (SWPCP). The SWPCP shall be developed and implemented in accordance with the requirements of the Ventura Countywide Stormwater Quality Management Program and any other requirements of the Ventura County Public Works Agency or the City of Oxnard.

1000.13.11 Shop drawing of silt screens to control turbidity within the harbor around the active construction area as required by the U.S. Army Corp of Engineers Permit Number SPL-2019-00171-EBR.

**No payment will be made for Mobilization until all the above items are complete and approved by the Director. Payment for Mobilization shall not exceed ten percent (10%) of the amount of the Base Bid.**

## **1000.14 OCEANOGRAPHICAL CONDITIONS**

The Contractor is advised that the project site is located within a coastal zone that experiences variable changes in winds, waves, water levels, currents and weather. The Contractor is further advised that the project site is located within a coastal zone that may experience ocean wave action and boat-generated waves. Portions of the work specified herein may require that the Contractor schedule their activities during times of most favorable tides. Lowest tides generally occur during the winter months when storm probability and high tides are highest. Low tides do not always occur during daylight hours.

The Contractor shall satisfy themselves as to the hazards, risks and work conditions likely to arise from weather and/or oceanographic variations and is advised to subscribe to a marine weather and wave forecast service and consult tide tables published by the National Oceanic and Atmospheric Administration (NOAA). Daily tide elevations may vary from predicted tide elevations due to wind, storms, atmospheric conditions, and other effects.

The bidder, to whom this contract is awarded, agrees by the execution of the contract that the Contractor neither has nor shall have any claim, demand, action, or cause of action against the County of Ventura, or any officer, employee, or consultant thereof, on account of or in respect to any actual oceanographical conditions that are in variance with predicted events.

#### **1000.15      CHANGES IN WORK**

Section 3-2.2.1 of the Standard Specifications shall be amended as follows: “No adjustment of the approved Unit Prices within the Payment Schedule as described in Section 1000.7 of these Special Provisions shall be made for any increase or decrease in work.”

Section 3-3.2.3 of the Standard Specifications shall be deleted in its entirety and replaced with the following:

“A total markup of fifteen percent (15%) will be allowed for overhead and profit which shall include all overhead, profit, home office expenses, taxes, or any and all other costs not defined as direct costs.”

#### **1000.16      ADDITIONAL INSURANCE REQUIREMENTS**

In addition to the insurance requirements specified in Section 7-4 of the Standard Specifications, the Contractor shall also maintain statutory coverage to protect them from claims related to and follow the provisions of the Longshore and Harbor Workers' Compensation Act.

#### **1000.17      AS-BUILT DRAWINGS**

The Contractor and each subcontractor shall keep an up-to-date and complete record set of Plans which shall be corrected daily and indicate every change from the original Plans and Specifications. The drawing sets shall be always kept on the job site and available to the Director. Upon completion of the Contract, the record drawings shall be transferred to electronic files by a competent draftsman, signed by the Contractor as being true and accurate, and delivered to the Director. The Post-Construction As-Built Survey shall be prepared in accordance with US Army Corps of Engineers Permit – Special Condition 9.

\*\*\*END OF SECTION\*\*\*

## **SECTION 1001 – DEMOLITION**

### **1001.1 DESCRIPTION**

Demolition work shall consist of furnishing transportation, supervision, labor, equipment, and materials for the removal of existing rock armor, bedding stone, excavated material, landscape material, fill, and other debris resulting from carrying out the activities required in this project in the project site. Disposal of demolition materials shall be outside of the Coastal Zone and all requirements of the for recycling this material, if any, shall be met.

### **1001.2 SUBMITTALS**

The Contractor shall submit the proposed demolition and removal procedures to the Director for approval before demolition and removal work is begun. Procedures shall provide for careful removal and disposal of materials specified, coordination with other work in progress, a detailed description of methods and equipment to be used for each operation, the sequence of operations, and the disposal location

### **1001.3 REQUIREMENTS**

1001.3.1 Rubbish and debris shall be removed from the site daily, unless otherwise directed. Materials that cannot be removed daily shall be stored in areas approved by the Director.

1001.3.2 Dust Control shall be in conformance with Section 7-8.2 of the Standard Specifications and the Notice of Impending Development NOID-0001-19 approved by the Coastal Commission. Contractor shall comply with all dust regulations imposed by local air pollution control agencies.

#### **1001.3.3 PROTECTION**

1001.3.3.1 *Existing Work.* Existing work which is to remain in place, that is to be reused, or which is to remain the property of the County shall be protected by temporary covers, shoring, bracing and supports. Items which are to remain, which are to be salvaged, or which are damaged during performance of the work shall be repaired to their original condition or replaced with new items. It shall be the Contractor's responsibility to avoid overloading any existing structural element.

1001.3.3.2 *Facilities.* All electrical and mechanical services and utilities shall be protected from damage by Contractor's operations. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas,



and temporary services or connections for electrical and mechanical utilities. Any temporary disconnection of utilities shall be approved by the Director.

1001.3.3.3 *Marina Tenant Access.* Access to the remaining marina boat docks must be maintained during construction. All but one of the existing abutments providing access to the marina gangways are to be removed and disposed of as appropriate. One abutment must remain in place as identified on the Plans. Use of temporary walkways, metal plates over sidewalks or other methods of access from the parking lot area(s) to the gangways must be provided. Any temporary closure of access during construction must be first approved by the Director.

1001.3.3.4 *Marina Tenant Utilities.* Utilities to the marina must remain in place. Temporary removal of utilities during construction shall be approved by the Director. Replacement of temporarily removed utilities is required as soon as possible.

1001.3.4 Explosives shall not be permitted at any time.

1001.3.5 Burning to dispose of material will not be permitted at any time.

## **1001.4 EXECUTION**

1001.4.1 Fill holes and other hazardous openings to the lines and grades specified and in accordance with Section 300 of the Standard Specifications.

1001.4.2 Disposition of Materials

1001.4.2.1 *Title to Materials.* Except where indicated otherwise on the Plans or specified otherwise in other sections of the Specifications, all materials and equipment removed, and not reused, shall become property of the Contractor and shall be removed from County property. Title to all materials not otherwise indicated on the Plans or specified, resulting from demolition, and to all materials and equipment to be removed, is vested in the Contractor upon approval by the Director of the Contractor's demolition and removal procedures, and authorized by the Director to begin demolition. The County will not be responsible for the condition or loss, or damage to, such property after notice to proceed. Materials and equipment shall not be sold on the site.

1001.4.3 Cleanup

1001.4.3.1 *Debris and Rubbish.* Debris and rubbish shall be transported in a manner that will prevent spillage on streets or adjacent areas. It shall be the Contractor's responsibility to clean up spillage from streets and adjacent areas at the end of each day.

1001.4.3.2 *Regulations.* The Contractor shall comply with all Federal, State and local hauling and disposal regulations.



**1001.5                      MEASUREMENT AND PAYMENT**

Payment for all demolition work shall be made as listed in the Bid item in the contract documents and no separate payment shall be made.

\*\*\*END OF SECTION\*\*\*

## **SECTION 1002 – EARTHWORK**

### **1002.1 DESCRIPTION**

Earthwork shall include clearing and grubbing, excavation, fill, backfill, grading, compaction, disposal of unsuitable material and other incidental work necessary to develop the finished slope protection subgrade.

### **1002.2 SUBMITTALS**

1002.2.1 Plan of excavation and disposal that consists of a detailed narrative thoroughly explaining equipment that will be used, methodology, and sequencing.

1002.2.2 Excavation and compaction equipment proposed for use.

1002.2.3 Analysis of imported fill from approved geotechnical laboratory.

### **1002.4 EXECUTION**

All work shall be performed in accordance with Section 300 of the Standard Specifications, except as modified below.

1002.4.1 Clearing and Grubbing. Remove and dispose of all shrubs and plant materials on the harbor side of the sidewalk where slope protection repairs are specified.

1002.4.2 Unclassified Excavation

1002.4.2.1 Material of every description including existing stone, filter fabric, soil and debris shall be removed to the lines and grades shown on the Drawings and disposed of offsite at a location approved by the Director.

1002.4.2.2 Excavation of existing slope protection shall not be allowed to proceed more than three hundred (300) linear feet ahead of placement of the permanent filter cloth and stone slope protection operation unless permission is obtained from the Director.

1002.4.2.3 Excavation shall be performed in such a manner that adjacent improvements are not damaged. The Contractor shall not use equipment that may damage adjacent abutments which are to be protected in place.

1002.4.2.4 Loose, potentially compressible alluvial soils and clayey subgrade soils shall be removed to a depth of one foot (1') or more below existing grades.

1002.4.2.5 Temporary excavations shall be constructed in accordance with OSHA safety guidelines. Excavations deeper than five feet (5') shall be laid back at inclinations no steeper than 1:1 (horizontal to vertical), or appropriately shored if workers are to enter the excavation. Surface water or seepage shall not be permitted to flow through or down the back cut.

1002.4.2.6 No fills shall be placed without approval of the prepared subgrade by the Director.

1002.4.2.7 Excess unclassified excavation not suitable or used for backfill onsite shall be removed and disposed offsite by the contractor.

#### 1002.4.3 Unclassified Fill

1002.4.3.1 Backfill for slope repair areas to restore subgrade lines and grades shall be Grading C aggregate in conformance with Section 201-1.3.2 of the Standard Specifications.

### 1002.5 MEASUREMENT AND PAYMENT

The lump sum price paid for "Demolition" in Section 1000.7 shall be full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary for the removal and disposal of all existing slope protection stone, filter fabric, soil, and debris to the lines and grades shown on the Plans or as directed by the Director.

Payment for all other "Earthwork" including clearing and grubbing, installation and removal of temporary bracing and shoring, miscellaneous excavation, fill, grading, compaction, placement and subgrade preparation, utilities construction, and other items of work in the section shall be considered as included in the various items listed in the contract documents, and no separate payment shall be made.

Quantities of ¾-inch crushed rock to fill holes and over steepened areas within the subgrade shall be measured by the ton in accordance with the weight measurement provisions of Section 9-1.01 of the Standard Specifications. The contract price paid per ton for "Furnish and Install Gravel Backfill as Required" in Section 1000.7 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in placing the specified gravel backfill as shown on the Plans and as specified in these Special Provisions, and as directed by the Director.

\*\*\*END OF SECTION\*\*\*

## **SECTION 1003 – SLOPE PROTECTION**

### **1003.1 DESCRIPTION**

Slope protection work shall include placement of filter fabric and armor stone to the lines and grades as shown on the Plans or as directed by the Director.

### **1003.2 SUBMITTALS**

Submit the following for approval by the Director:

1003.2.1 Slope protection grading and placement plan that includes a narrative description in detail how the work shall be performed, what equipment will be used, and the sequencing of operations.

1003.2.2 Certificate of compliance for geotextile fabric.

1003.2.3 Certificate of compliance for quarry stone.

### **1003.3 MATERIALS**

#### **1003.3.1 Existing Stone**

Existing armor stone meeting the ¼-ton gradation specification removed between approximately +3 feet and +10 feet, NAVD88 shall be re-used to the maximum extent practical. Contractor shall coordinate with County Inspector regarding actual armor stone salvage and reuse. The salvaged armor stone shall be re-used in areas below 0 feet, NAVD88 to the maximum extent practical. The re-used salvaged stone shall be interspersed with imported stone to create a homogenous revetment face.

#### **1003.3.2 New Stone**

1003.3.2.1 Stone for slope protection shall be in conformance with Subsection 200-1.6 of the Standard Specifications, except that cobblestone shall not be used. Stone gradations shall conform to the requirements of Subsection 72-2.02 of the California Department of Transportation Standard Specifications. Size Class shall be as follows:

Armor stone shall be Class V, ¼-ton except that no stone shall be larger than ½-ton or smaller than 75 lbs.

1003.3.2.2 Prior to the first delivery of each stone class to the job site, the Contractor shall accompany the Engineer to each quarry that will be used to inspect the initial pile of stone proposed for delivery to the job site. Stone piles for inspection shall be on the ground, easily

accessible for viewing from all sides, and a minimum of twenty-tons or one full semi-end dump truck load in volume. The approved stone piles at the quarry shall serve as the basis for gradation requirements for subsequent deliveries. Rejected stone or loads of stone at the job site shall be marked with paint and segregated and removed from the job site or disposed of in a location approved in advance by the Director. The Contractor shall pay for all costs associated with such removal.

#### 1003.3.3 Filter Fabric

1003.3.3.1 Filter fabric panels for permanent slope protection shall be comprised of Stabilenka 120/120 Geotextile Fabric as manufactured by Huesker, or equivalent commercially-available alternative product, as approved by the Engineer – see additional technical specification 1003.4.2.1.

### 1003.4 EXECUTION

1003.4.1 The subgrade slope surface to receive slope protection stone shall be prepared in conformance with Subsection 300-2.5 of the Standard Specifications.

1003.4.2 Filter Fabric Placement, specification 1003.4.2.1 attached.

1003.4.2.1 Filter fabric specifications are attached and incorporated herein by reference.

#### 1003.4.3 Stone Placement

1003.4.3.1 Armor stone shall first be placed seaward of the toe. Armor stone placement on the landward side of the toe shall progress upslope. Stone shall not be placed at any time by dumping. The stones shall be firmly embedded against the earth and the adjoining piece with the sides in contact, and with well broken joints. At no time shall stones be dropped from a height greater than one foot (1') above the filter fabric. The finished surface shall present an even, tight surface true to line, grade and section.

1003.4.3.2 Armor stone shall be placed on the seaward side of the toe to completely cover the toe. For those areas where the existing slope seaward of the toe is steeper than 1.75(h):1(v), armor stone placement shall progress downslope at the specified 1.75(h):1(v) line and grade as required until firm contact is reached as indicated on the Plans.

### 1003.5 MEASUREMENT AND PAYMENT

The extended unit price paid for "Furnish and Install Armor Stone," in Section 1000.7 will include full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary for installing the ¼-ton stone as shown on the Plans and as specified herein complete and in place, and no additional payment will be made therefor.

Payment for all other "Slope Protection" work including filter fabric and other items of work in the section shall be considered as included in the various items listed in the contract documents, and no separate payment shall be made.

\*\*\*END OF SECTION\*\*\*

## **SECTION 1004 – STANDARD DRAWING WORK**

### **1004.1 DESCRIPTION**

Standard Drawing Work shall consist of furnishing transportation, supervision, labor, equipment and materials for the fabrication and installation of all items referenced by the uniform standards of the City of Oxnard, County of Ventura, the American Public Works Association, the State Department of Transportation, and the California Department of Boating and Waterways.

### **1004.2 REFERENCES**

The following Standard Drawings are attached to these Special Provisions and are incorporated herein by reference. All work specified on the Standard Drawings shall be in conformance with the requirements of the drawings as modified by the Plans and these Special Provisions.

1004.2.1 City of Oxnard Standard Plates and Design Criteria for Public Works Construction (see City website at [Oxnard.org](http://Oxnard.org)).

1004.2.1.1 Plate 528 Load Factor – Class A/Class B, C, & D

### **1004.3 MEASUREMENT AND PAYMENT**

Payment for work referenced by the Standard Drawings shall be considered as being included in the various Bid Items listed in the contract documents and no separate payment shall be made.

\*\*\*END OF SECTION\*\*\*





SPECIFICATION NO. 1003.4.2.1  
**FILTER FABRIC PANELS FOR SLOPE PROTECTION**

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## 1.0 General

- 1.1 This specification covers the construction, composition, and material property requirements of filter fabric panels that will be used in rock revetment repairs at Peninsula Yacht Anchorage in Oxnard, CA. The panels will be laid on a graded slope such that continuous coverage of the slope is achieved. One-quarter (1/4) ton rock will be placed on top of the filter fabric panels such that the fabric will not, in general, be exposed.
- 1.2 In case of conflict within this specification, or between this specification, the inquiry or Purchase Order, any accompanying data sheets and drawings, and any other supplemental documentation, Vendor shall immediately submit the matter in writing to Owner, who will provide clarification.

## 2.0 Definitions

- 2.1 The following definitions shall apply in this Specification:

Side Slope:	The graded slope that extends from the top surface of the revetment subgrade to the submerged slope toe. Refer to Figure 1.
Upslope:	Refer to Figure 1.
Downslope:	Refer to Figure 1.
Alongslope:	Parallel to the waterline.

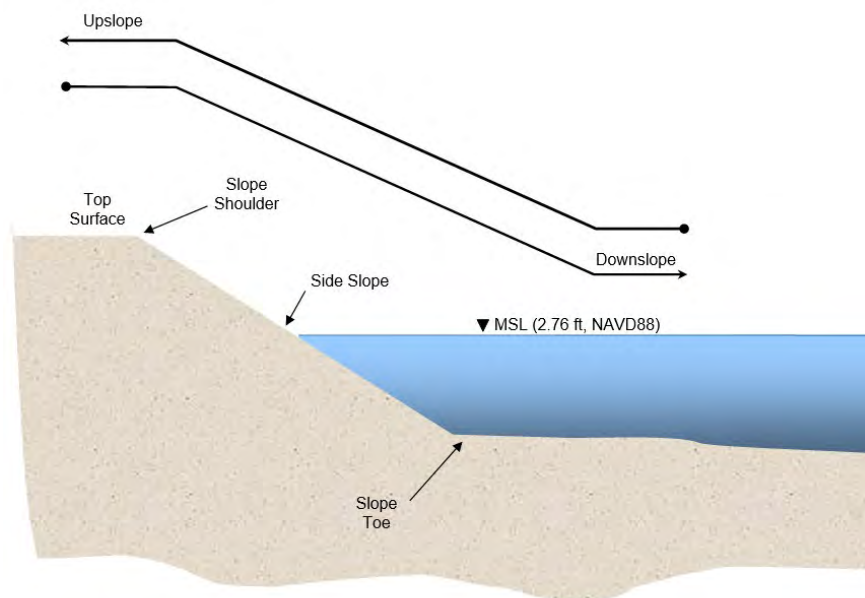


Figure 1: Slope Definition Sketch

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### **3.0 Standards and Specifications**

3.1 Following is a list of the American Society of Testing Materials Standards and Specifications referenced herein. The latest revision shall be used as of the date of award of the Contract or Purchase Order unless noted otherwise. In case of conflict between this document and the Standards and Specifications, the more stringent requirements shall govern unless specifically noted otherwise herein.

D 4355 Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

D 4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity (50 mm Constant Head Test)

D 4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method

D 4751 Standard Test Method for Determining Apparent Opening Size of a Geotextile

D 4884 Standard Test Method for Seam Strength of Sewn Geotextiles

D 5261 Test Method for Measuring Mass per Unit Area of Geotextiles

D 6193 Standard Practice for Stitches and Seams

### **4.0 Composition**

4.1 Each filter fabric panel shall be comprised of Huesker Stablenka 120/120 Geotextile Fabric (see attached Data Sheet) or suitable and approved commercially-available alternative product.

4.2 Each filter fabric panel shall be constructed from balanced, dimensionally stable woven fabric. All fibers employed in the manufacture of the fabric shall consist of synthetic yarns composed of 100% polyester.

4.3 The use of heavy external coatings that significantly reduce the fabric flexibility and/or permeability is unacceptable.

### **5.0 Material Property Requirements**

#### **5.1 Tensile Strength @ 5%**

≤3,700 pounds per foot in both principal directions.

*Test Method: ASTM D 4595, average of 5 tests.*

#### **5.2 Elongation at Failure**

≤10% in both principal directions.

*Test Method: ASTM D 4595, average of 5 tests.*

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5.3 Apparent Opening Size (AOS)

U.S. Standard Sieve No. 80  $\leq$  AOS  $\leq$  U.S. Standard Sieve No. 50.

*Test Method: ASTM D 4751.*

5.4 Permittivity

0.39 sec<sup>-1</sup> minimum.

*Test Method: ASTM D 4491 (50 mm Constant Head Test).*

5.5 Unit Weight

11 ounces per square yard minimum.

*Test Method: ASTM D 5261.*

5.6 Specific Gravity

1.25 minimum.

5.7 Ultraviolet Stability

70% strength retention minimum in both principal directions.

*Test Method: ASTM D 4355, 500 hours in xenon-arc type apparatus.*

**6.0 Filter Fabric Panel Construction**

6.1 The filter fabric panel design details that are discussed hereafter are illustrated in Figures 2 and 3, respectively.

6.2 Dimensions and Quantities

Square (Figure 2) and rectangular (Figure 3) filter fabric panels shall be constructed with the following dimensions:

Square Length:	50 feet $\pm$ 1.0 foot.
Square Width:	49 feet $\pm$ 1.0 foot.
Rectangular Length:	60 feet $\pm$ 1.0 foot.
Rectangular Width:	49 feet $\pm$ 1.0 foot.

The quantity of each filter fabric panel type is specified in Table 1.

**Table 1: Filter Fabric Panel Quantities**

Filter Fabric Panel Type	Number of Panels Required*
Square Filter Fabric Panel (50 ft x 49 ft)	37
Rectangular Filter Fabric Panel (60 ft x 49 ft)	6

\*quantity for 1,540-ft long revetment repair, with 5-ft side-to-side overlap of panels, plus 10% panel contingency for possible rips, tears, or installation issues.

SPECIFICATION NO. 1003.4.2.1  
**FILTER FABRIC PANELS FOR SLOPE PROTECTION**

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6.3 Fabric Orientation

If a fabric is used that possesses greater tensile strength in one principal direction than in the other principal direction, the direction of greater strength shall be aligned with the upslope-downslope dimension of each finished panel.

6.4 Sewn Seams

Sewing small panels together in order to fabricate full-sized panels is acceptable, provided that all sewn seams are oriented parallel to the upslope-downslope dimension of each finished panel. The use of cross seams is unacceptable.

The seams shall be constructed with two rows of type 401 chainstitching (ASTM D 6193) using 100% polyester thread. The minimum strength of each seam shall be 200 pounds per inch, as determined in accordance with ASTM D 4884.

If the edge of the fabric that is sewn into the seam is not a selvedge edge, the fabric shall be folded back twice and sewn with two rows of type 401 chainstitching (ASTM D 6193). All cut edges shall be heat-cut.

6.5 Edges

To prevent unraveling, all edges of each filter fabric panel shall be either selvedge edges or heat-cut edges. The downslope edge of each panel shall be folded back twice and sewn with two rows of type 401 chainstitching (ASTM D 6193). If the side edges of the panel are selvedge edges, the fabric shall be folded back once and sewn with two rows of type 401 chainstitching. If the side edges are heat-cut edges, the fabric shall be folded back twice and sewn with two rows of type 401 chainstitching. The thread for all edge stitching shall consist of either ultraviolet-stabilized polypropylene, or polyester. No stitching is required along the upslope edge of each panel, which may be heat-cut.

6.6 Markings

To facilitate installation, the side of each panel that should face upward when installed on the side slope shall be marked near its upslope edge with the panel type and the panel dimensions ("SQUARE PANEL, 50ft x 49ft" or "RECTANGULAR PANEL, 60ft x 49ft"), and the words "UPSLOPE END". The markings shall be made using a paint that will not affect the strength of the fabric, nor have any other deleterious effect on the fabric.

SPECIFICATION NO. 1003.4.2.1  
**FILTER FABRIC PANELS FOR SLOPE PROTECTION**

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Figures 2 and 3 show details of the markings and locations required for each filter fabric panel type. These shall include the following:

- (1) A 1-inch wide blue line shall be painted across the width of each panel in the alongslope direction.
- (2) Two additional 1-inch wide dashed red lines shall be painted along the side length of each panel in the upslope/downslope direction.

## **7.0 Packaging**

- 7.1 All filter fabric panels of the same type shall be identically folded. The upslope-downslope dimension of each panel shall be folded in accordion fashion to facilitate pulling the panel in place with a spreader bar or by hand.
- 7.2 Each folded panel shall be packaged in a waterproof plastic wrapping that is sufficiently durable to protect the panel from rain and sun during transport to, and handling at, and storage at the job site. The panel type and panel dimensions ("SQUARE PANEL, 50ft x 49ft" or "RECTANGULAR PANEL, 60ft x 49ft") shall be clearly marked on the outside of the plastic wrapping.
- 7.3 Filter fabric panels that are delivered to the project site in a damaged condition will be rejected by Owner, and shall be replaced at the sole expense of Vendor.

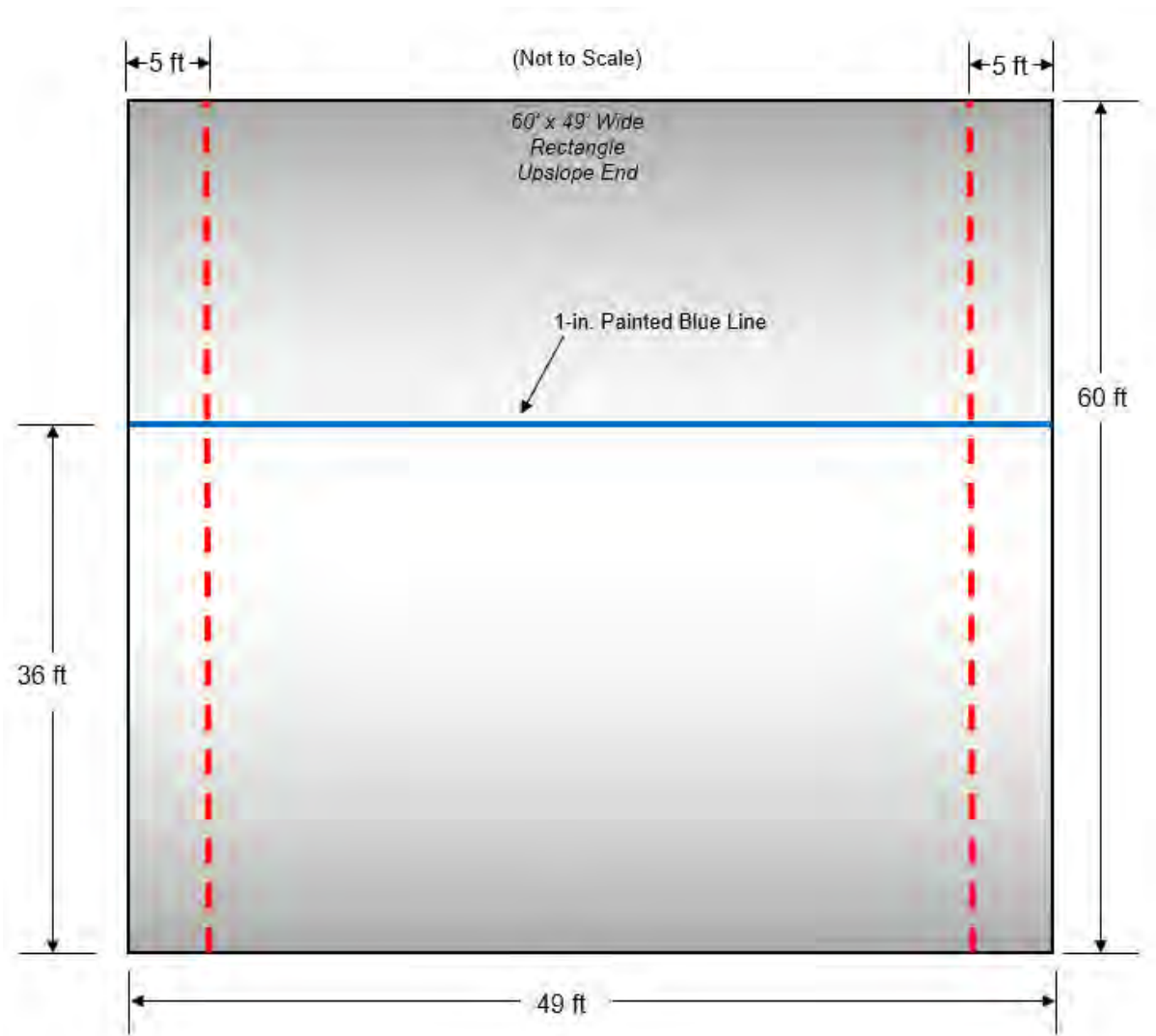
## **8.0 Testing and Acceptance**

- 8.1 Vendor shall submit three samples of the proposed filter fabric and three samples of the proposed interior seam (if any are to be used) to an independent testing laboratory (to be approved in advance by Owner) for tensile strength testing. The fabric strength testing shall be performed in accordance with Section 5.1, and the seam strength testing shall be performed in accordance with Section 6.4. The test results, along with a complete copy of the fabric manufacturer's fabric specifications, shall be submitted to Owner not later than 3 weeks after the fabric is received by Vendor. Acceptance of the filter fabric panels will be subject to the fabric and seam strengths conforming to the requirements of Sections 5.1 and 6.4, respectively.
- 8.2 Owner reserves the right to verify that fabric specimens selected at random satisfy the requirements of Section 5.0, that seam specimens selected at random satisfy the requirements of Section 6.4, and that the constructed filter fabric panels conform to the dimensions specified in Section 6.2. Panels that fail to satisfy the foregoing requirements will be rejected by Owner, and shall be replaced at the sole expense of Vendor.

END OF TEXT FOR SPECIFICATION NO. 1003.4.2.1

SPECIFICATION NO. 1003.4.2.1  
**FILTER FABRIC PANELS FOR SLOPE PROTECTION**

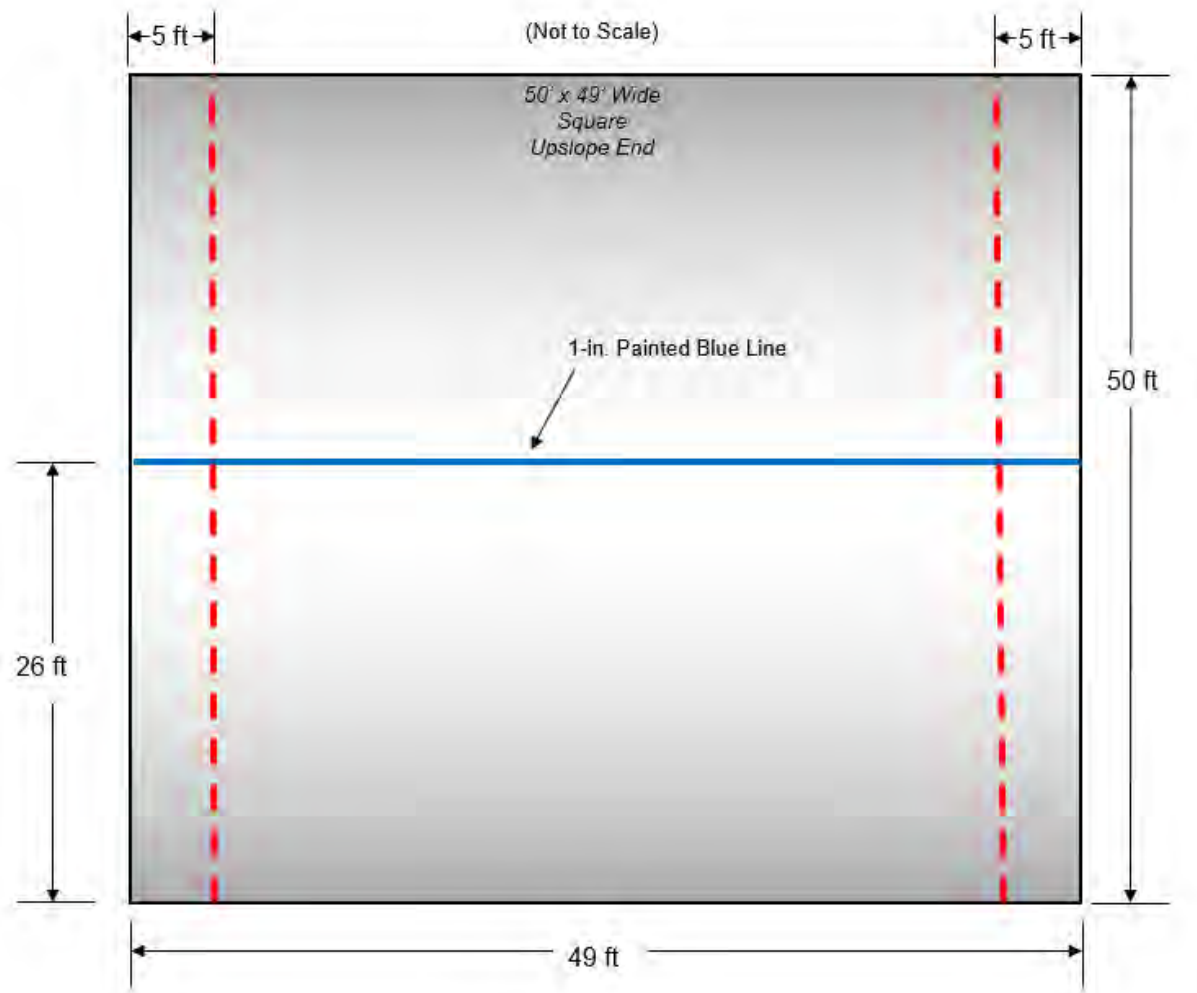
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**Figure 2: Rectangular Geotextile Filter Fabric Panel, 60 ft x 49 ft**

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**Figure 3: Square Geotextile Filter Fabric Panel, 50 ft x 49 ft**



SPECIFICATION NO. 1003.4.2.1  
**FILTER FABRIC PANELS FOR SLOPE PROTECTION**



**Stabilenka® 120/120**  
Data Sheet

## Earthworks and Foundations

Stabilenka® is a woven geotextile comprised of high tenacity polyester yarns woven into a stable network such that the yarns retain their relative positions. The geotextile is inert to biological degradation and naturally encountered chemicals, alkalis, and acids. Stabilenka® geotextiles have been developed to reinforce steepened slopes, embankments over soft soils, and landfill liners. Stabilenka® woven textiles are produced at HUESKER's manufacturing facility that has achieved ISO 9001 certification for its systematic approach to quality in development, manufacture, inspection, sales and application support of geosynthetics.

### Physical Properties of Stabilenka® 120/120

PROPERTY	TEST	ENGLISH units	SI units
Mass/ Unit Area	ASTM D-5261	11 oz/yd <sup>2</sup>	373 g/m <sup>2</sup>
Wide Width Tensile Strength			
Machine Direction (MD)	ASTM D-4595	8,220 lb/ft	120 kN/m
Cross Machine Direction (CMD)	ASTM D-4595	8,220 lb/ft	120 kN/m
Tensile Strength @ 5% (MD x CMD)	ASTM D-4595	3,767 lb/ft	55 kN/m
Elongation at Ultimate Tensile Strength (MD x CMD)	ASTM D-4595	≤ 10%	≤ 10%
Seam Strength	ASTM D-4884	2,400 lb/ft	35 kN/m
Permeability	ASTM D-4491	0.39 sec <sup>-1</sup>	0.39 sec <sup>-1</sup>
Apparent Opening Size (AOS)	ASTM D-4751	80 US Sieve	0.180 mm
Creep Reduced Strength (MD x CMD)	ASTM D-5262	5,337 lb/ft	78 kN/m
Long Term Design Strength Sand, Silt and Clay (MD x CMD)	GRI GT7	4,147 lb/ft	61 kN/m

<sup>1</sup>Minimum average roll values are based on a 95% confidence level. MD-Machine Direction CMD-Cross Machine

Standard Roll Size: 16.41 ft (5.0 m) wide x 984.3 ft (300 m) long = 1,794 yd<sup>2</sup> (1500 m<sup>2</sup>)  
Weight (includes core) = 1,364 lbs. (619 kg)

Each roll of Stabilenka® delivered to the project site is labeled by HUESKER with a roll label that indicates manufacturer's name, product identification, lot number, roll number and roll dimensions. All rolls of Stabilenka® are encased in a sturdy polyethylene wrap to shield the fabric from rain, dirt, dust and ultraviolet light. Contact HUESKER for information on our product warranty.



www.HUESKER.com | E-mail: marketing.us@HUESKER.com | Phone: 704.588.5500



Where Performance Matters

## Attachment 1: Huesker Stabilenka 120/120 Data Sheet

### Huesker Technical Contact Information:

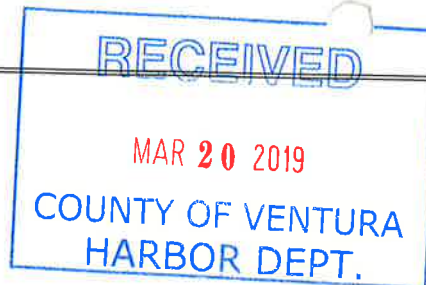
Roy G. McClinton  
(704) 927-7908  
rmccclinton@HUESKER.com



**PERMIT CONDITIONS (1 OF 3):  
CALIFORNIA COASTAL COMMISSION**

## CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA  
89 SOUTH CALIFORNIA ST., SUITE 200  
VENTURA, CA 93001  
(805) 585-1800



March 18, 2019

TO: Mark Sandoval, Director  
Channel Islands Harbor

FROM: Wesley Horn, Coastal Program Analyst  
California Coastal Commission

SUBJECT: Authorization to Proceed Pursuant to Channel Islands Harbor Public Works Plan Notice of Impending Development 0001-19 (Repair and Replacement of Peninsula Road Rock Revetment)

This notice is to advise you that the California Coastal Commission determined on March 7, 2019 that the following development, subject to the special conditions, is consistent with the certified Public Works Plan (PWP):

*Repair and replacement of 1,540 linear feet of rock revetment including regrading the slope to its original grade, installing filter cloth to stabilize the slope, and replacing rock over the reshaped and covered slope*

The Harbor Department is authorized to commence construction of the above noted development. The Harbor Department shall comply with the requirements of the attached conditions for construction of the development.

Authorized on behalf of the California Coastal Commission by:

JACK AINSWORTH  
Executive Director

By:   
Wesley Horn  
Coastal Program Analyst

## **APPROVED SPECIAL CONDITION NOID 0001-19**

### **1. Implementation of Proposed NOID**

The project shall be subject to all conditions of approval by the Ventura County Harbor Department included as part of the proposed NOID, except as modified by the required conditions of approval for Notice of Impending Development CIH-NOID-0001-19. Any questions of intent or interpretation of any condition will be resolved by the Executive Director of the Coastal Commission.

### **2. Tree Replacement Planting Plan**

Prior to the commencement of development, the Harbor Department shall submit a tree replacement planting plan, prepared by a licensed landscape architect or a qualified resource specialist, for review and approval by the Executive Director. The plan shall incorporate the criteria set forth below:

- A. Any breeding or nesting tree that must be removed shall be replaced at a 1:1 ratio. Replacement trees shall be native or regionally appropriate non-natives and non-invasive. Replacement trees shall be selected from the plant palette approved by the County Board of Supervisors in the Channel Islands Harbor Public Areas Plan and Design Guidelines on June 24, 2008.
- B. The tree replacement planting plan for each tree replacement shall specify replacement tree locations, tree size (no less than 36" box size), planting specifications, and a five-year monitoring program with specific performance standards.
- C. An annual monitoring report for tree replacement shall be submitted for the review and approval of the Harbor Director and maintained on file as public information.

The Harbor Department shall undertake development in accordance with the final approved tree replacement planting plan. Any changes to the final approved plan shall be reported to the Executive Director.



**CHANNEL ISLANDS HARBOR**  
Ventura County Harbor Department

Mark Sandoval  
Director

3900 Pelican Way • Oxnard, CA 93035-4367 • (805) 973-5950 • Fax (805) 382-3015

January 8, 2019

Wesley Horn, Coastal Program Analyst  
California Coastal Commission  
89 S. California St., Ste. 200  
Ventura CA 93001

**SUBJECT: NOTICE OF IMPENDING DEVELOPMENT (NOID) --  
Repair and Replacement of 1,540 Linear Feet of Rock Revetment  
Stabilization around the Peninsula Road Peninsula in Channel Islands  
Harbor, Oxnard, California**

Pursuant to Public Resources Code Sec. 30606 and California Coastal Commission Regulations Secs. 13358 and 13359, the County of Ventura ("County") presents this Notice of Impending Development ("NOID") for repair and replacement of 1,540 linear feet of rock revetment stabilization around the Peninsula Road peninsula in Channel Islands Harbor, Oxnard, California. Such notice must be submitted prior to commencement of development by the public agency proposing a project pursuant to a certified Public Works Plan. In this case, the certified Channel Islands Harbor Public Works Plan, 6<sup>th</sup> Amendment ("PWP"), is the PWP which covers this project. This NOID provides a description of the proposed project, and shows consistency with the PWP and other pertinent documents.

Project Description

The County of Ventura Harbor Department finds it necessary to repair and replace 1,540 linear feet of rock revetment around the end of the Peninsula Road peninsula in Channel Islands Harbor. This will be accomplished using a backhoe to remove the existing rock, return the grade to its original slope, install filter cloth to assist in stabilizing the slope, and place new rock over the reshaped and covered slope. Construction will occur from approximately -3 feet mean low tide (MLLW) to +11 feet MLLW. There are a few areas along the slope, however, where it will be necessary to remove the existing stone to approximately -12 feet MLLW.

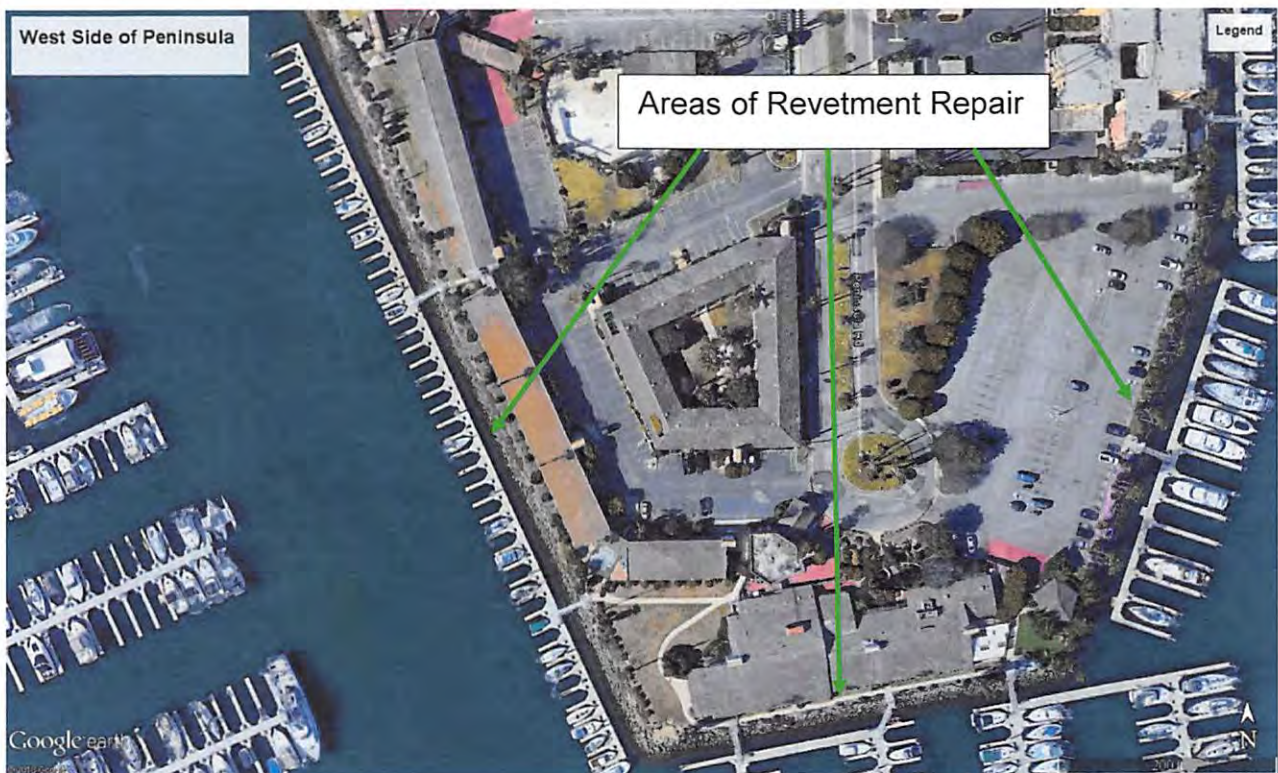


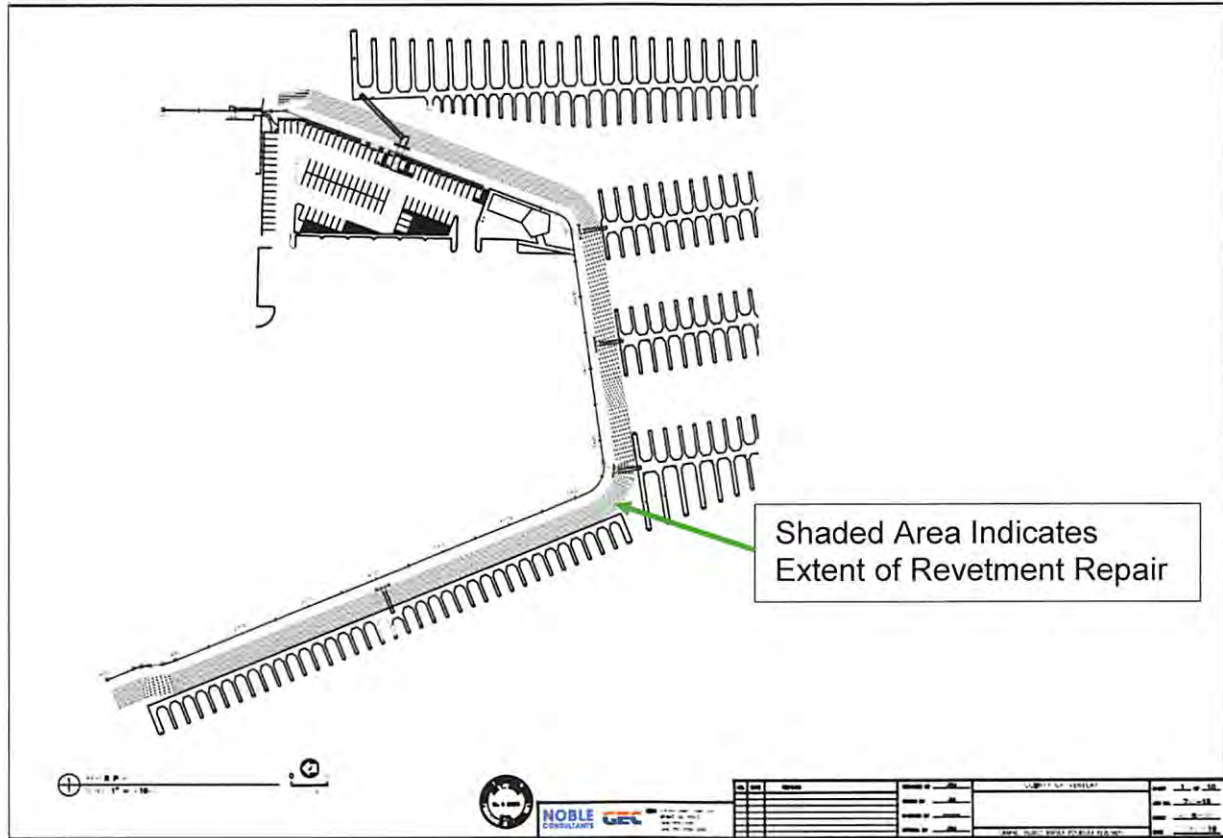




### Existing Conditions

The Peninsula Road peninsula in Channel Islands Harbor was constructed in the 1960s with an approximate 1.75/2:1 slope ending at a toe at an elevation of approximately -5 MLLW. Over time, due to wave and tidal action and normal settling, the rock has sloughed, allowing erosion of some of the slope area. This shifting has impacted the ability of the adjacent marina to optimally utilize some of the slips closest to the revetment because the water is not deep enough during low tides. In addition, the sloughing has reduced the shore protection afforded by the revetment.

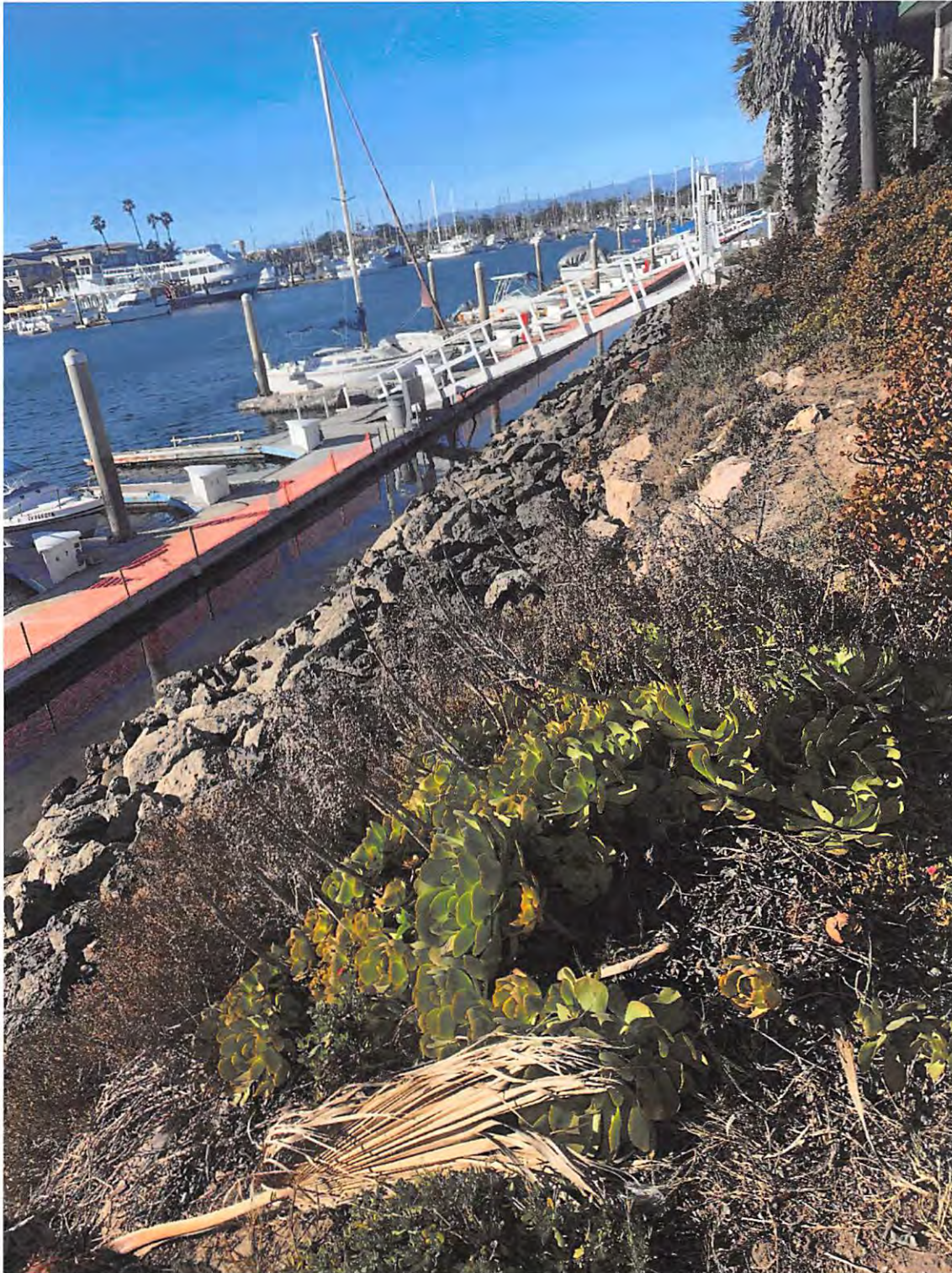




PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT PLAN  
Preliminary Plan for Revetment Repair





West side of peninsula looking north shows sluffing off of revetment rock along the harbor bank.





Western corner (looking west) at end of peninsula shows rock revetment sluffing from bank into the harbor.





Photo taken at southeast corner of peninsula looking west at southern edge shows extent of rock revetment movement from slope into the harbor.





Photo showing loss of revetment stone at south end of peninsula near Peninsula Yacht Marina gangway.



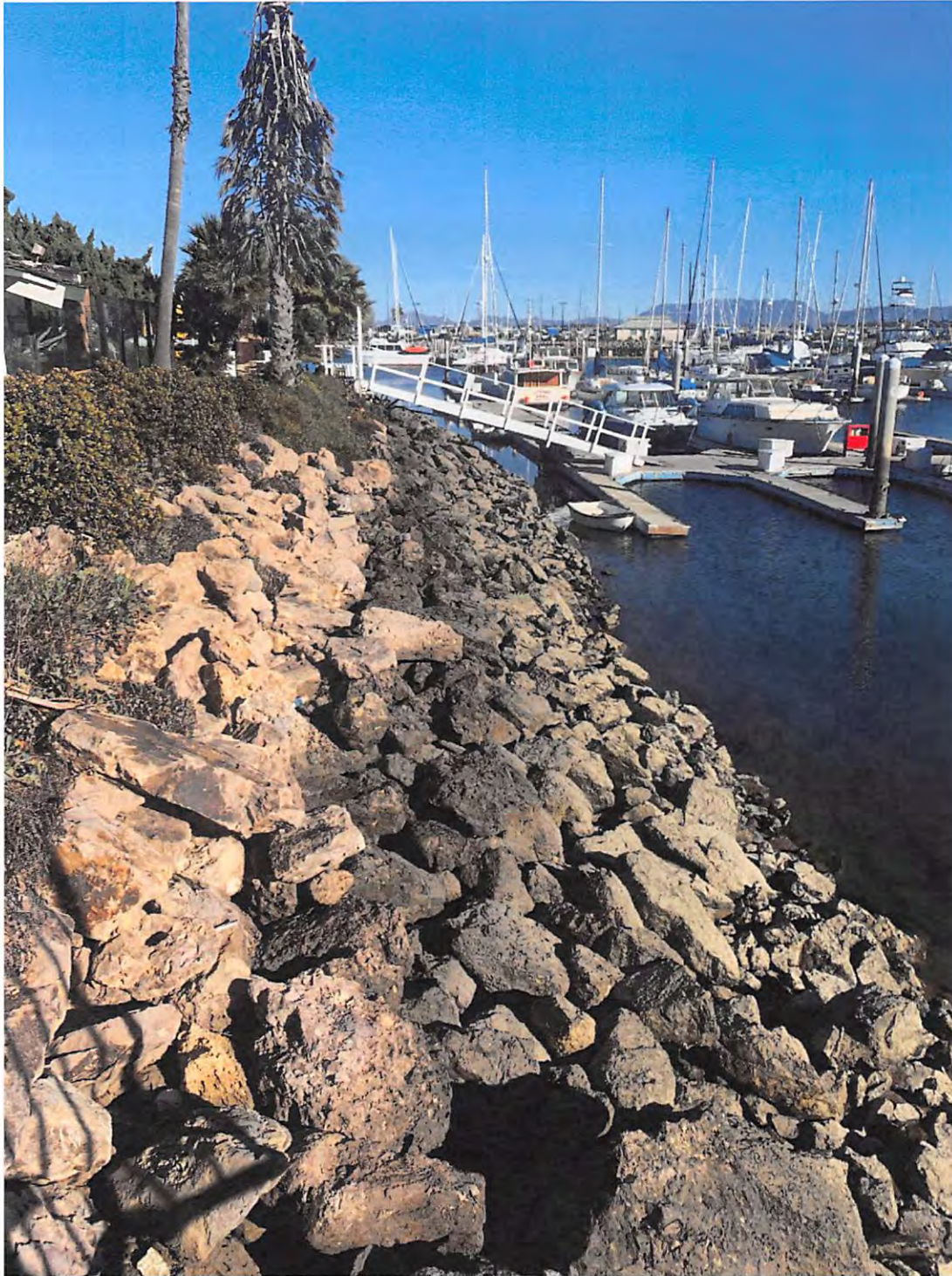
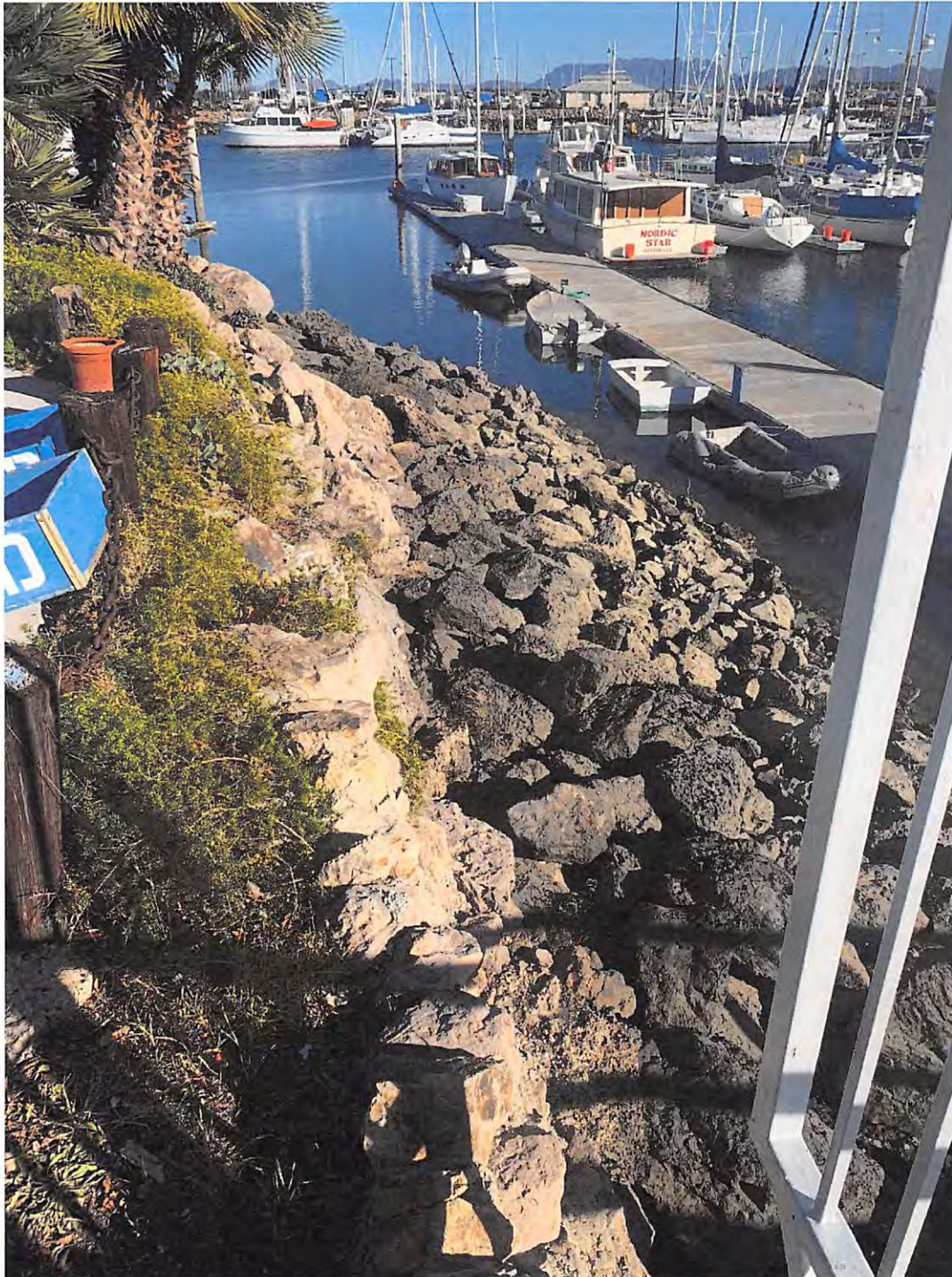


Photo at southern edge of peninsula looking east.





Southeast corner of peninsula looking east.





East side of peninsula looking north.

The Harbor Department seeks to undertake this repair project after demolition of the existing Casa Sirena Hotel, and prior to construction of the new Hyatt House project approved by the Coastal Commission on May 17, 2018. This demolition is expected to begin during the next few months. Repair work will also require coordination with the

Peninsula Yacht Marina because gangways to their slips will have to be removed to complete the construction. Peninsula Yacht Marina expects to be reconstructing their slips at the same time as the hotel construction (pursuant to NOID 1-11 approved by the Commission in July 2011). Therefore, the timing of all three of these construction projects is critical to minimize impacts to slip tenants and the public.

### Land Use

The Harbor revetment is an important component of the Harbor construction as it maintains the landside edge and protects the landside uses from the impacts of tidal action and erosion. Completion of the repair and maintenance of the revetment on the peninsula will facilitate the provision of visitor serving and boater serving uses in the Harbor, uses that are a priority in the Public Works Plan and the Coastal Act.

## **Public Works Plan Coastal Issues and Development Policies**

### Public Access/Amenities

As was explained in the NOID for the Hyatt House project, the existing condition provides a sporadic narrow public walkway at the end of the peninsula. A new public walkway surrounding the end of the peninsula will be constructed as a part of the Hyatt House and Peninsula Yacht Marina projects. This revetment repair project will not interfere with the new public walkway, as it will be completed prior to completion of the hotel and marina projects, including the new walkways.

The project will not impact public access, parking, or land and water recreation. In fact, it will benefit both of the lessees at the end of the peninsula by restoring the shoreline protection in that area of the Harbor.

### Visual Access

The project consists of removing rock revetment along the edge of the peninsula between the land and water areas and replacing it with new filter cloth and rock. There are no impacts to the visual resources in the area.

### Landscaping/Lighting

Landscaping on this site is currently in poor condition and was discussed in great detail in the NOID for the Hyatt House Project approved by the Commission in May. This project will necessitate removal of some ice plant and other ground covers, removal of some non-native shrubs, and removal of a few of the Mexican Fan Palms which currently grow at the top of the slope. These palms are considered invasive and the Coastal Commission prohibited their installation at the Hyatt House project site with the new hotel construction. As a result, there will be no impacts to native landscaping from this project

There is minimal lighting in this area, and no existing lighting along the top of the revetment. No impacts to lighting are expected.

All new lighting on the project site will be installed as a part of the Hyatt House hotel project or the marina replacement project, both of which were previously approved by the Commission.

#### Parking/Circulation

The proposed revetment repair project will have no impact on existing or future parking.

#### Water Quality/Storm Water

Currently all storm water runoff from the site drains, unfiltered, directly into the Harbor via outlets located on the west and east side of the peninsula. With construction of the Hyatt House project, water will be collected and treated before it is conveyed into Harbor waters.

This project will have no impacts on the existing or future storm water runoff.

Temporary Best Management Practices (BMPs) have been added as conditions to this NOID to protect Harbor waters from temporary impacts that could occur during construction.

#### Traffic

Minor construction traffic will be generated by this project. The impacts to the existing traffic in the Harbor and on Peninsula Road are expected to be minimal. There are no long-term traffic impacts associated with this project.

#### Biology

Great Blue Herons, Black Crowned Night Herons and Snowy Egrets have been known to roost and nest in various areas of the Harbor. These birds have historically been very mobile both within and outside of the Harbor. Biological reports indicate these species may periodically relocate from the Harbor to Naval Base Ventura County and then return. They have been known to nest on the west side adjacent to high traffic areas; in the very tall Mexican Fan Palms in the Harbor and in Mandalay Bay, Seabridge, and up and down various roadways; and on the peninsula in the Monterey Cypress, New Zealand Christmas Trees, Torrey Pines, Ficus and Mexican Fan Palms. Because of this fact, no location within the Harbor has been identified as a permanent nesting site. However, working closely with the Coastal Commission, the County of Ventura was an early adopter of a tree trimming policy within its PWP for the Harbor, which requires evaluation for



nesting birds, and sets conditions for each project to identify any nearby roosting or nesting areas in advance of all construction.

In the case of the subject hotel site, Great Blue Herons, Black Crowned Night Herons, and Snowy Egrets have utilized the many of the trees on both sides of the peninsula for roosting and nesting, in spite of regular traffic in the area due to the location of apartments, condominiums, the Hampton Inn, a popular restaurant and a public park.

Public Works Plan Policies 12 through 17 address the protection of the avian population in the Harbor and have been added as conditions of approval to this NOID.

### Public Works Plan

Development in the Harbor, both on land and in the water, is controlled by the Channel Islands Harbor Public Works Plan (PWP), certified by the California Coastal Commission on September 19, 1986. The PWP was created pursuant to Section 30605 of the California Coastal Act of 1976 and intended to provide a detailed and specific planning document for the development of public works projects in the Harbor. The PWP has been amended on six occasions, most recently in September 2016. The sixth amendment pertained to the redevelopment of the hotel site. A seventh amendment is pending.

Through its certified PWP, the County retains planning authority over new development or redevelopment in the Harbor, subject to Coastal Commission review of the County's Notices of Impending Development (NOIDs) and/or proposed amendments to the PWP. Only the Coastal Commission can determine conformity with the PWP, and through its NOID process ensures that projects meet PWP intent. The Commission's review and approval of each NOID is limited by the Coastal Act to its imposing reasonable terms and conditions to ensure that the proposed developments conform to the PWP.

The PWP does not specifically address the revetment area as a land use, however, it is infrastructure that supports all the land and water uses in the Harbor, and creates a safe and aesthetically pleasing buffer between the land and water. The revetment is over 50 years old and can be expected to need repairs after such a long life. Repair and maintenance of Harbor infrastructure is a responsibility of the Harbor Department.

### City of Oxnard Local Coastal Plan

Pursuant to the California Coastal Act, new development or redevelopment in the area covered by the PWP must be in conformity with the City of Oxnard Local Coastal Plan. Repair and maintenance of Harbor infrastructure is not addressed in the City's Local Coastal Plan and is outside the purview of the City of Oxnard.

### Coastal Act Policies

The proposed project will further the goals of Coastal Act policies as follows:

*Article 2 – Public Access:* The project will not impact public access past the time of construction, and will enhance access as it will support a better and new walkway around that area of the Harbor.

*Article 3 – Recreation:* The project is repair and maintenance of Harbor infrastructure that protects the Harbor for use as a recreational area. Repair of the revetment will improve the access to boat slips in the marina surrounding the peninsula.

*Article 4 – Marine Environment:* The proposed project, with the conditions attached, will not impact the marine environment. Implementation of temporary, short-term BMPs will protect the marine environment during construction.

*Article 5 – Land Resources:* There is no environmentally sensitive habitat on the site and no impacts to any sensitive habitat are anticipated.

*Article 6 – Development:* The repair and maintenance of the revetment is an appropriate development to preserve the integrity of Harbor infrastructure.

### Construction Staging

Construction staging will occur onsite and within the Peninsula Road area. Construction will be coordinated with the Hyatt House project construction and Peninsula Yacht Marina reconstruction to minimize impacts to these projects and to the public.

### Project Phasing

The project is expected to be constructed in one phase over a period of approximately six months. The west side of the peninsula will be completed first, moving around to the east side as areas are completed.

### Conclusion

The County Board of Supervisors has a long record of focusing on projects that increase public access to the Harbor, especially along the water. As property owner and administrator, it is the County's responsibility to maintain the infrastructure that allows our lessees, tenants, visitors and residents to enjoy the many benefits in the Harbor. The repair and maintenance of the revetment around the Peninsula Road Peninsula is a part of this responsibility to provide recreational opportunities to all visitors.

Wesley Horn, Coastal Program Analyst  
California Coastal Commission  
SUBJECT: NOTICE OF IMPENDING DEVELOPMENT (NOID)  
Repair and Replacement of Rock Revetment Around Peninsula  
Channel Islands Harbor, Oxnard, California

January 8, 2019  
Page 16

We look forward to your acceptance of this NOID.

Sincerely,

A handwritten signature in blue ink that reads "Mark Sandoval". The signature is fluid and cursive, with the first name "Mark" and last name "Sandoval" clearly distinguishable.

Mark Sandoval  
Harbor Director

Attach:      Engineering plans for revetment repair  
                 Notice Posted on Site on January 8, 2019  
                 Mailing List for Notice

**COUNTY OF VENTURA CONDITIONS OF APPROVAL  
NOTICE OF IMPENDING DEVELOPMENT (NOID) -- Repair and Replacement of  
Rock Revetment around Peninsula at Peninsula Road, Channel Islands Harbor,  
Oxnard, California**

**Biological Resources**

1. Public Works Plan Biology Policies 12 through 17 are incorporated herein by reference and made a condition of this NOID.

**Water Quality Policies**

2. All new development or redevelopment shall be designed to prohibit the discharge of pollutants that would cause or contribute to receiving water impairment or exceedance of state water quality standards. (Policy 1)

**Temporary Erosion Control BMPs**

3. Scheduling: The Contractor shall sequence construction activities to minimize the duration soils are exposed onsite. Implementation methods shall include monitoring weather forecast for rainfall; deployment of erosion, sediment, and tracing control BMPs; scheduling of work to minimize the time that excavated soil areas onsite are exposed prior to placement of specified slope protection on pavement.
4. Geotextiles and mats: The Contractor shall place specified geotextiles on exposed slopes to prevent soil erosion prior to placement of specified riprap slope protection.
5. Wind Erosion Control: The Contractor shall implement dust control measures throughout the job using: applications of water to exposed soil areas; mulch to landscaped areas; provide covers for haul trucks.

**Temporary Sediment Control BMPs**

6. Street Sweeping: The job site shall be swept daily by the Contractor or as conditions warrant to remove visible fugitive dirt from the job site to keep existing pavement areas clean to prevent tracking.
7. Sandbag Barrier: The contractor shall place sandbag barriers around the perimeter of the job site to intercept runoff or runoff to remove sediment prior to discharge into Channel Islands Harbor waters or storm drains and kept in place for the duration of the project.

8. **Storm Drain Inlet Protection:** The Contractor shall protect the existing storm drain inlet within the job site at all times with fiber rolls, gravel gab berms, sandbag barriers or other appropriate measures to intercept runoff from the job site and remove sediment.
9. **Stabilized Construction Entrance/Exit:** The contractor shall erect and maintain a job site entrance/exit area consisting of crushed aggregate and corrugated steel panels to prevent tracking of sediment onto public streets.

#### Temporary Non-Stormwater BMPs

10. **Water Conservation Practices:** The Contractor shall implement water conservation measures for the duration of the job by: keeping water equipment in good working condition; repairing water leaks promptly; not washing vehicles and equipment; avoiding use of water to clean construction areas; and locking water tank valves to prevent unauthorized use.
11. **Illicit Connection-Illegal Discharge Connection:** The Contractor shall inspect the job site daily to ensure that no illegal dumping has occurred from third party sources.
12. **Vehicle and Equipment Cleaning:** No equipment and vehicle cleaning will be allowed at the job site.
13. **Vehicle and Equipment Fueling:** Equipment that will be used onsite will consist of small trucks, off road vehicles, large track mounted equipment, and miscellaneous small equipment. All small trucks and similar street legal equipment shall be refueled offsite. The off road and track mounted equipment will be on the job site for varying amounts of time throughout the six month project duration. The Contractor shall: refuel off road and track mounted equipment within a level ground area that is located at the most landward area of the job site's parking lot near Peninsula Road and at least 50 feet away from any storm drain; use drip pans and absorbent pads to capture drips; protect the perimeter of the fueling area with an absorbent berm to prevent runoff, runoff, and to contain spills; use fuel cans that have secondary containment; keep a spill kit ready at the fueling area.
14. **Vehicle and Equipment Maintenance:** On-site vehicle and equipment maintenance shall not be allowed, and the Contractor shall be required to furnish all equipment to the job site well maintained and in good working order. Off road and large track mounted equipment shall be onsite for varying amounts of the six month project duration. From time to time minor breakdowns will be inevitably and require minor repairs at the job site. In accordance with these

provisions, the Contractor shall: perform such repairs at a designated maintenance area located on level ground at the most landward portion of the job site's parking lot near Peninsula Road and at least 50 feet away from any storm drain; use drip pans and absorbent pads to capture all vehicle fluids; protect the perimeter of the repair area with an absorbent berm to prevent runoff, and to contain spills; and keep a spill kit ready at the repair area.

15. Demolition Removal Adjacent to Water: The Contractor shall: perform all demolition work using land based equipment and means and methods to prevent discharge of sediment and waste into Channel Islands Harbor waters; stockpile demolished materials away from drainage areas, and haul it away for recycling or disposal as soon as possible.

#### Temporary Materials Management BMPs

16. Material Delivery and Storage: For the duration of the job the Contractor shall: provide adequate storage sheds and containment methods for chemical products; store materials in their original containers as much as possible; stockpile erodible landscape materials to prevent erosion and runoff over the site; designate the locations of materials delivery and storage areas; minimize storage of hazardous materials; keep ample spill and clean up materials on hand for use as needed by personnel trained in their use and emergency procedures; and remove any residual materials.
17. Stockpile Management: For the duration of the project the Contractor shall: protect all stockpiles when not in use; implement wind erosion control measures; place bagged materials on pallets under cover; confine the perimeter of stockpiles to prevent runoff into Channel Islands Harbor waters or storm drains; and place stockpiles on plastic sheeting.
18. Spill Prevention and Control: The Contractor shall: train all employees in spill prevention and control; hold regular safety meetings; store and stockpile materials per specified BMP practices; and designate responsible individuals for enforcement.
19. Solid Waste Management: The Contractor shall: designate waste collection areas onsite; utilize water tight dumpsters; cover all waste containers; collect and dispose of trash daily; schedule regular pickups for waste haul out; remove solid waste promptly; clean up all spills immediately; and locate all waste storage areas away from drainage areas.
20. Sanitary Septic Waste Management: The Contractor shall: utilize temporary sanitary facilities at the job site that are maintained by a licensed service.

### Construction Maintenance Responsibilities and Debris Removal

21. Contractor shall be responsible for carrying out the following during construction:

- a. No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain or tidal erosion and dispersion.
- b. No demolition or construction equipment materials or activity shall be placed in or occur in any location that would result in impacts to ESHA, wetlands or their buffers.
- c. Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.
- d. Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.
- e. All trash and debris shall be disposed of in the proper trash and recycling receptacles at the end of every construction day.
- f. The contractor shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.
- g. Debris shall be disposed of at a legal disposal site or recycled at a recycling facility. If the disposal site is located within the coastal zone, a separate Notice of Impeding Development shall be required before disposal shall take place.
- h. All stock piles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.
- i. Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary storm sewer systems.
- j. The discharge of any hazardous materials into any receiving waters shall be prohibited.
- k. Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum products or contact with runoff. The area shall be located as far away from the receiving waters and storm drain inlets as possible.
- l. The least damaging method shall be used for the construction of pilings and any other activity that will disturb benthic sediments. The suspension of

benthic sediments into the water column shall be minimized to the greatest extent practicable.

- m. Best Management Practices (BMPs) and Good Housekeeping Practices (GHPs) designed to prevent spillage and/or runoff of demolition or construction-related materials, and to contain sediment or contaminants associated with demolition or construction activity, shall be implemented prior to the onset of such activity.
  - n. All BMPs shall be maintained in a functional condition throughout the duration of the project. (Policy 5)
22. All trucks hauling graded or excavated material offsite, if any, shall be required to cover their loads as required by the California Vehicle Code Sec. 23114, with special attention to preventing spilling onto public streets.
23. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
24. Lessee's contractor shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational modifications are found to be effective, lessee's contractor shall immediately implement such devices or operational modifications on all construction equipment.
25. Lessee and/or lessee's contractor shall employ current Best Management Practices (BMPs) to protect against storm water runoff into storm drains and the harbor.
26. Construction staging areas shall be screened and protected to avoid material being blown or washed into the harbor. Screening material shall be approved by the Harbor Department. Lessee shall limit outdoor storage of materials to the locations shown and all construction material shall be stored within the staging area. Construction staging area shall remain locked and secure when not in use.
27. Hours of construction shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday, and not allowed on Sunday or holidays without prior approval of the Harbor Department.
28. Adequate trash facilities and pickups shall be provided to maintain the site free of debris, food waste, and to minimize scavenger birds.



Wesley Horn, Coastal Program Analyst  
California Coastal Commission  
SUBJECT: NOTICE OF IMPENDING DEVELOPMENT (NOID)  
Repair and Replacement of Rock Revetment Around Peninsula  
Channel Islands Harbor, Oxnard, California

January 8, 2019  
Page 22

(End)



Channel Islands Harbor Department  
3900 Pelican Way  
Oxnard, CA 93035-4367  
805 973 5950  
805 382 3015 FAX

**NOTICE OF IMPENDING DEVELOPMENT (NOID)  
Repair and Replacement of 1,540 Linear Feet  
Of Rock Revetment Stabilization around the  
Peninsula,  
Peninsula Road, Channel Islands Harbor,  
Oxnard, California**

Pursuant to Public Resources Code §30606 and California Coastal Commission Regulations §§ 13358 and 13359, this NOTICE is provided to Interested Parties of the intent of the Harbor Department to repair and replace 1,540 linear feet of rock revetment stabilization around the peninsula at Peninsula Road, Channel Islands Harbor, Oxnard, California.

This NOTICE must be submitted prior to commencement of development by the public agency proposing a project pursuant to an adopted Public Works Plan. In this case, the certified Channel Islands Harbor Public Works Plan (6th Amendment) (PWP) is the PWP covering this project. This NOTICE is prepared consistent with the PWP. It is the intention to have this NOID considered by the Coastal Commission at the soonest possible date.

In addition, Coastal Act §30605 makes clear that Coastal Commission review of the NOTICE is limited to imposing conditions consistent with Section 30607 and 30607.1.

A full and complete copy of the NOTICE OF IMPENDING DEVELOPMENT may be obtained at the Channel Islands Harbor Offices located at the above address. For further information please contact 805 973-5950.

Marilyn K. Miller,  
Director of Harbor Planning & Redevelopment

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

1/8/19

CIBCSO  
353 Santa Monica Blvd.  
Oxnard CA 93035

Chris Delith, Biologist  
US Fish & Wildlife  
2493 Portola Rd., Ste. B  
Ventura CA 93003

Michael Powers  
CEO, County of Ventura  
Mail Stop L #1940

Wes Horn  
California Coastal Commission  
80 S. California St. Second Floor  
Ventura CA 93001

California Dept. of Fish & Wildlife  
3883 Ruffin Rd  
San Diego CA 92123

Linda Parks, Supervisor  
2<sup>nd</sup> District  
625 W Hillcrest Dr  
Thousand Oaks CA 91360

Amanda Fagan, Planning  
Naval Base Ventura County of Ventura  
311 Main Rd., Bldg. 66  
Point Mugu CA 93042

Rob Griffiths, Waterways  
US Coastguard Marine Safety  
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San Pedro CA 90731

John Zaragoza, Supervisor  
5<sup>th</sup> District  
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US Army Corp of Engineers  
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Ventura CA 93001

California Coastal Conservancy  
1330 Broadway Ste 1100  
Oakland CA 94612

Bob Huber, Supervisor  
4<sup>th</sup> District  
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Simi Valley CA 93065

Alicia Stratton  
VCAPCD  
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Ventura CA 93003

Kim Prillhart, Planning Director  
County RMA  
Mail Stop L#1740

Kelly Long, Supervisor  
3<sup>rd</sup> District  
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Camarillo CA 93012

Leroy Smith  
County Counsel  
Mail Stop L#1830

Clerk of the Board  
800 S. Victoria Ave. 4<sup>th</sup> Floor  
Ventura CA 93009

Steve Bennett, Supervisor  
1<sup>st</sup> District  
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Anacapa Marine Services  
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Vintage Marina  
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Attn: John Giumarra  
P O Bin 1969  
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Prime Residential  
Attn: John Adair  
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Brighton Management  
Attn: Joseph Fan  
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Diamond Bar CA 91765

Steve Buenger  
Marine Emporium  
3600 S Harbor Blvd  
Oxnard CA 93035

Channel Islands HOA  
c/o Lordon Management  
31255 Cedar Valley Dr, Ste 202  
Westlake Village CA 91361

Channel Islands Villas LP  
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Los Angeles CA 90025

Oxnard Marinas LLP  
Attn: Tom Hogan  
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Newport Beach CA 92663

J&S Restaurants, Inc.  
Attn: Willem Jonker  
1851 Lombard St Ste 200  
Oxnard CA 93030

Anacapa Isle Marina  
3001 Peninsula Rd  
Oxnard CA 93035

TBYCI, LLC, Gregory Schem  
c/o Harbor Real Estate Group  
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Marina del Rey CA 90292

Ventura County Maritime Museum  
Attn: Peter Crabbe  
3900 Bluefin Circle  
Oxnard CA 93035

Leon Kaplan  
c/O Ophir Management Services  
6345 Balboa Blvd #358  
Encino CA 91316

US Coast Guard CI Harbor  
4201 S Victoria Ave  
Oxnard CA 93035

PCYC  
2600 S Harbor Blvd  
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Pacific Corinthian Marina  
2610 S Harbor Blvd  
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## CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA  
89 SOUTH CALIFORNIA ST., SUITE 200  
VENTURA, CA 93001  
(805) 585-1800



# Th14a

**DATE:** February 14, 2019

**TO:** Commissioners and Interested Persons

**FROM:** Steve Hudson, Deputy Director  
Barbara Carey, District Manager  
Deanna Christensen, Supervising Coastal Program Analyst  
Wesley Horn, Coastal Program Analyst

**SUBJECT:** **Notice of Impending Development (NOID) CIH-NOID-0001-19 at Channel Islands Harbor** for repair and replacement of 1,540 linear feet of rock revetment including regrading the slope to its original grade, installing filter cloth to stabilize the slope, and replacing rock over the reshaped and covered slope located at the end of Peninsula Road, Channel Islands Harbor, City of Oxnard, Ventura County, for Public Hearing and Commission Action at the March 7, 2019, Commission Meeting in Los Angeles, CA.

## SUMMARY OF STAFF RECOMMENDATION

Staff is recommending that the Commission, after public hearing, **approve** Notice of Impending Development (NOID) CIH-NOID-0001-19 requested by the Ventura County Harbor Department (Harbor Department), as conditioned. Staff is recommending two special conditions in order to ensure consistency with the certified Channel Islands Harbor Public Works Plan (PWP).

The Harbor Department is proposing repairs along 1,540 linear feet of an existing revetment that has remained unaltered since its original construction by the Army Corp of Engineers (ACOE) in the 1960s. As a result of the wave and tidal action of the harbor waters, in addition to the natural settling of the rock rip rap and underlying earthen material, the rock rip rap has sloughed in areas throughout the revetment leading to erosion and loss of stability. The proposed repairs are necessary to restore the structural integrity of the revetment so that it can properly protect the inner harbor peninsula and associated coastal-dependent development in the area of Peninsula Road. The repairs will include using backhoes operating from the landward side of the revetment to remove the existing ¼ ton rip rap and backing stone so that the existing filter fabric can be discarded and the underlying soil can be regraded by the backhoes to its original slope. After regrading the slope, new filter cloth will be installed and the existing backing stone and ¼ ton rip rap will be reused to the extent feasible to reconstruct the revetment. New backing stone and rip rap will also be added in areas where there is not sufficient existing backing stone and rip rap. All repairs and rock placement will be located within the footprint of the existing revetment

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and will not encroach any further seaward. The project is expected to take six months to complete.

The certified Channel Islands Harbor PWP incorporates Coastal Act Sections 30233, 30235, and 30253 by reference. Coastal Act Section 30233 strictly limits the types of new development and fill allowed within coastal waters; however, the proposed repairs will be completely within the footprint of the existing revetment and will therefore not result in any additional fill so 30233 is not implicated. Additionally, the repairs will ensure that the revetment is able to protect a harbor peninsula that supports a recreational boating marina and visitor serving and public access uses such as a hotel, public parking, and waterfront public promenade and plaza, consistent with Coastal Act Section 30235's override that shoreline protective devices be allowed when required to serve coastal-dependent uses. Lastly, Coastal Act Section 30253 requires new development to minimize risks to life and property in areas of high geologic and flood hazard, and to assure stability and structural integrity while not contributing to erosion, instability, or destruction of the site or surrounding area. The proposed repairs are necessary to restore the stability and structural integrity of the revetment so that it is able to protect the harbor peninsula and minimize risk to development on the peninsula from current and future geologic and flood hazards, consistent with Section 30253.

Regarding water quality and biological resources, the repair of the revetment and use of heavy machinery in the vicinity of harbor waters have the potential to release sediment or pollutants such as chemicals and petroleum into the marine environment. In addition, repair activities included as part of the proposed project have the potential to negatively affect marine organisms or impact bird species. Consistent with the PWP policies requiring protection of coastal waters, the project includes construction best management practices (BMPs) to control potential pollutants or contaminants on site as well as implement protocols and techniques to control spillage and/or runoff from the site. Additionally, the project includes conditions of approval from the Harbor Department requiring pre-construction surveys for sensitive marine and terrestrial species as well as the measures to take if the project has the potential to impact those species. To ensure compliance with these conditions of approval and with the policies of the PWP, staff is recommending **Special Condition 1** to require that all of the Harbor Department's conditions of approval, as submitted, be implemented as part of the proposed project. Lastly, repairs to the revetment will require the removal of up to 25 Mexican Fan Palm trees. Biological Resources Policy 17 of the PWP prohibits tree trimming or tree removal during the bird breeding and nesting season (January through September) and also requires that removal of any breeding and nesting tree shall require mitigation at a 1:1 ratio. Biological Resources Policy 17 also specifies that the replacement trees shall consist of native or non-native, non-invasive tree species as detailed in a tree replacement planting plan. To ensure that replacement tree plantings are consistent with the requirements of PWP Biological Resources Policy 17, as well as the other relevant policies of the PWP, Commission staff recommends **Special Condition 2**, which requires the Harbor Department to submit a tree replacement planting plan to the Executive Director for review prior to the commencement of development.

Finally, Coastal Act Section 30214 that is incorporated into the PWP by reference requires that implementation of public access take into account the need to regulate the time, place, and

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manner of public access depending on the facts and circumstances in each case. There is an existing public waterfront walkway located immediately landward of the subject revetment and the proposed repairs will necessitate the use of backhoes which will require closure of the walkway during work on the revetment. In addition to the subject NOID, two other projects have been approved in this area of the Harbor and are nearing commencement of development including redevelopment of the existing hotel and restaurant as well as redevelopment of the Peninsula Yacht Marina. Both of these projects will also require closure of the walkway and the Harbor Department has specifically requested to coordinate the proposed repairs to the revetment in conjunction with those projects to minimize the impacts to public access in this area of the Harbor. However, given that the ultimate purpose of the revetment repair is to protect numerous public-access oriented amenities on the peninsula, allowance of the proposed development can be deemed consistent with Section 30214 because it manages public access in a manner that takes into account the need to regulate time, place and manner depending on the specific facts and circumstances presented (*i.e.*, temporary public access impacts are justified to ensure long-term public access at this location).

Therefore, staff recommends that the Commission determine that the NOID, as conditioned, is consistent with the certified PWP.

<b>Additional Information:</b> Please contact Wesley Horn at the South Central Coast District Office of the Coastal Commission at (805) 585-1800 or 89 S. California St, Second Floor, Ventura, CA 93001
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## APPENDICES

[Appendix A - Substantive File Documents](#)

## EXHIBITS

[Exhibit 1 Vicinity Map](#)

[Exhibit 2 Aerial Overview](#)

[Exhibit 3 Site Plans](#)

[Exhibit 4 Harbor Department Conditions of Approval](#)

### I. PROCEDURAL ISSUES

Sections 30605 and 30606 of the Coastal Act and Title 14, Sections 13357(a)(5), 13359, and 13353-54 of the California Code of Regulations govern the Coastal Commission's review of subsequent development where there is a certified PWP. Section 13354 requires the Executive Director or his designee to review the Notice of Impending Development (or development announcement) within five working days of receipt and determine whether it provides sufficient information to determine if the proposed development is consistent with the certified PWP. The notice is deemed filed when all necessary supporting information has been received.

Pursuant to Section 13359 of Title 14 of the California Code of Regulations, within thirty working days of the project proponent's filing of the Notice of Impending Development, the Executive Director shall report to the Commission the pendency of the development and make a recommendation regarding the consistency of the proposed development with the certified PWP. After public hearing, by a majority of its members present, the Commission shall determine whether the development is consistent with the certified PWP and whether conditions are required to bring the development into conformance with the PWP. No construction shall

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commence until after the Commission votes to render the proposed development consistent with the certified PWP.

## **II. MOTION & RESOLUTION**

The staff recommends that the Commission adopt the following resolution:

### **Motion:**

*I move that the Commission determine that the development described in the Notice of Impending Development CIH-NOID-0001-19, as conditioned, **is consistent with the** certified Channel Islands Harbor Public Works Plan.*

Staff recommends a **YES** vote. Passage of this motion will result in a determination that the development described in the Notice of Impending Development CIH-NOID-0001-19, as conditioned, is consistent with the certified Channel Islands Harbor Public Works Plan, and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

### **Resolution:**

*The Commission hereby determines that the development described in the Notice of Impending Development CIH-NOID-0001-19, as conditioned, is consistent with the certified Channel Islands Harbor Public Works Plan for the reasons discussed in the findings herein.*

## **III. SPECIAL CONDITIONS**

### **1. Implementation of Proposed NOID**

The project shall be subject to all conditions of approval by the Ventura County Harbor Department included as part of the proposed NOID, except as modified by the required conditions of approval for Notice of Impending Development CIH-NOID-0001-19. Any questions of intent or interpretation of any condition will be resolved by the Executive Director of the Coastal Commission.

### **2. Tree Replacement Planting Plan**

Prior to the commencement of development, the Harbor Department shall submit a tree replacement planting plan, prepared by a licensed landscape architect or a qualified resource specialist, for review and approval by the Executive Director. The plan shall incorporate the criteria set forth below:

- A. Any breeding or nesting tree that must be removed shall be replaced at a 1:1 ratio. Replacement trees shall be native or regionally appropriate non-natives and non-invasive. Replacement trees shall be selected from the plant palette approved by the County Board

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of Supervisors in the Channel Islands Harbor Public Areas Plan and Design Guidelines on June 24, 2008.

- B. The tree replacement planting plan for each tree replacement shall specify replacement tree locations, tree size (no less than 36" box size), planting specifications, and a five-year monitoring program with specific performance standards.
- C. An annual monitoring report for tree replacement shall be submitted for the review and approval of the Harbor Director and maintained on file as public information.

The Harbor Department shall undertake development in accordance with the final approved tree replacement planting plan. Any changes to the final approved plan shall be reported to the Executive Director.

#### **IV. FINDINGS FOR APPROVAL OF THE NOTICE OF IMPENDING DEVELOPMENT**

The Commission hereby finds and declares:

##### **A. PROJECT DESCRIPTION AND BACKGROUND**

The Harbor Department submitted NOID application CIH-NOID-0001-19 on January 7, 2019 and the application was deemed complete and filed on January 30, 2019. The Harbor Department waived the 30 working day Commission hearing requirement of Section 13359(b) of Title 14 of the California Code of Regulations on February 6, 2019 and requested that the NOID be scheduled for the March 2019 meeting.

The proposed project is for the repair and replacement of 1,540 linear feet of rock revetment located along the southern terminus of Harbor Peninsula and Peninsula Road within Channel Islands Harbor ([Exhibit 3](#)). The repairs will include using backhoes operating from the landward side of the revetment to remove the existing ¼ ton rip rap and backing stone so that the existing filter fabric can be discarded and the underlying soil can be regraded by the backhoes to its original slope. After regrading, new filter cloth will be installed and existing backing stone and ¼ ton rip rap will be reused to the extent feasible to reconstruct the revetment. New backing stone and rip rap will be added in areas where there is not sufficient existing backing stone and rip rap.

The existing revetment was constructed in the 1960's with an approximate slope of 1.75/2:1 and with the toe elevation ending at approximately -5 feet Mean Lower Low Water (MLLW). The inner harbor peninsula that the revetment protects supports a recreational boating marina and visitor serving and public access uses such as a hotel, public parking, and waterfront public promenade. Over the course of five decades following construction of the revetment, the wave and tidal action of harbor waters, as well as settling of the rock revetment and the underlying earthen material, has resulted in sloughing of the rock revetment and erosion in some areas. This shifting of the rock revetment and erosion has reduced the stability and shoreline protection afforded by the revetment. In addition, the sloughing has impaired the use of recreational boat slips at the adjacent Peninsula Yacht Marina.

**B. HAZARDS, FILL AND SHORELINE PROCESSES**

The certified Channel Islands Harbor PWP incorporates by reference Sections 30233, 30235 and 30253 of the Coastal Act.

Section 30233 of the Coastal Act states (in relevant part):

- (a) The diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no less feasible environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following:*
- 1) New or expanded port, energy, and coastal-dependent industrial facilities, including commercial fishing facilities.*
  - 2) Maintaining existing, or restoring previously dredged, depths in existing navigational channels, turning basins, vessel berthing and mooring areas, and boat launching ramps.*
  - 3) In open coastal waters, other than wetlands, including streams, estuaries, and lakes, new or expanded boating facilities and the placement of structural pilings for public recreational piers that provide public access and recreational opportunities.*
  - 4) Incidental public service purposes, including but not limited to, burying cables and pipes or inspection of piers and maintenance of existing intake and outfall lines.*
  - 5) Mineral extraction, including sand for restoring beaches, except in environmentally sensitive areas.*
  - 6) Restoration purposes.*
  - 7) Nature study, aquaculture, or similar resource dependent activities...*

Section 30235 of the Coastal Act states (in relevant part):

*Revetments, breakwaters, groins, harbor channels, seawalls, cliff retaining walls, and other such construction that alters natural shoreline processes shall be permitted when required to serve coastal dependent uses or to protect existing structures or public beaches in danger from erosion, and when designed to eliminate or mitigate adverse impacts on local shoreline sand supply...*

Section 30253 of the Coastal Act states (in relevant part):

*New development shall do all of the following:*

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- (a) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.*
- (b) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.*

Coastal Act Section 30233 recognizes the importance of open coastal waters, wetlands, estuaries, and lakes, and only allows for the dredging or filling of those areas when there is no feasible less environmentally damaging alternative and feasible mitigation measures have been provided. Additionally, due to the importance of these areas and the impact of new fill can have on these areas despite the implementation of least damaging alternatives and mitigation measures, Section 30233 limits filling to only certain specified uses including: new or expanded port, energy, and coastal-dependent industrial facilities; maintaining existing or restoring previously dredged depths; new or expanded boating facilities; incidental public services; mineral extraction; restoration; and nature study.

As discussed previously, the subject NOID application is a repair and replacement project necessary to stabilize the eroding portions of the revetment. Section 30233 strictly limits the types of new development allowed within open coastal waters, wetlands, estuaries, and lakes and repair work to a revetment, including the regrading of a slope and placement of rip rap, has the potential to result in dredging and additional fill of the coastal waters within Channel Islands Harbor. In the subject NOID application the Harbor Department included an analysis of the existing footprint of the revetment with regards to the proposed repairs as well as detailed site plans with cross-sections depicting the existing and proposed revetment footprint and determined that the repairs will be completely within the footprint of the existing revetment resulting in no new dredging or fill of coastal waters, thus 30233 is not implicated by the proposed development.

Coastal Act Section 30235 acknowledges that seawalls, revetments, groins and other such structural or hard methods designed to prevent erosion also alter natural landforms and natural shoreline processes. Accordingly, Section 30235 allows for the construction of shoreline protective works to serve coastal-dependent uses or to protect existing structures or public beaches in danger of erosion (notwithstanding said impacts, and subject to other requirements set forth in Section 30235 to mitigate some of these impacts). The Coastal Act limits this override for mandatory approval of shoreline protection because shoreline structures can have a variety of adverse impacts on coastal resources, including adverse effects on sand supply, public access, coastal views, natural landforms, and overall shoreline beach dynamics on and off site, ultimately resulting in the loss of beach.

The subject revetment protects an inner harbor peninsula that supports a recreational boating marina and visitor serving and public access uses such as a hotel, public parking, and waterfront public promenade, which are an important coastal-dependent visitor serving uses within the Harbor. Without the proposed repairs to the revetment, the harbor peninsula will not be stable to support those uses and will be susceptible to tidal impacts eventually leading to further erosion and possible failure. Therefore, the proposed repairs to the revetment are necessary to support

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coastal-dependent uses, consistent with Coastal Act Section 30235. Additionally, because the existing revetment was constructed in the 1960's within the inner portions of the Channel Islands Harbor ([Exhibit 2](#)) that is not subject to direct ocean wave action and the proposed repairs will maintain the revetment within its existing footprint and same construction, the project will not result in any adverse effects on sand supply or shoreline beach dynamics (and thus will not result in adverse impacts to local shoreline sand supply, and there is no need to evaluate less than environmentally impactful alternatives) consistent with Section 30235.

Finally, Coastal Act Section 30253 requires new development to minimize risks to life and property in areas of high geologic and flood hazard and to assure stability and structural integrity while not contributing to erosion, instability, or destruction of the site or surrounding area and not require the construction of protective devices that would substantially alter landforms along bluffs and cliffs. The subject inner harbor peninsula and revetment is subject to tidal impacts and periodic wave attacks during the winter storm season. The existing revetment has remained unaltered since its original construction by the Army Corp of Engineers (ACOE) in the 1960's. As a result of the wave and tidal action of the harbor waters, in addition to the natural settling of the rock rip rap and underlying earthen material, the rock rip rap has sloughed in areas throughout the revetment leading to erosion and loss of stability. Additionally, considering climate change and sea level rise, wave and tidal action along this section of the revetment will intensify moving forward into the future leading to increased stressors on the revetment. The Harbor Department has confirmed that the revetment repair and replacement, as depicted on the stamped engineering plans, has been designed to assure stability and structural integrity. Without the proposed repairs, the revetment will continue to erode until it ultimately fails and is unable to stabilize the area located at the end of Peninsula Road. As such, the proposed repairs are necessary to restore the stability and structural integrity of the revetment and to ensure that it is able to minimize risk to development in the area from current and future geologic and flood hazards consistent with Section 30253. Since the repair of the revetment will occur within the same existing footprint, it will not substantially alter landforms along bluffs and cliffs.

Therefore, for the reasons discussed above, the Commission finds that the NOID is consistent with the PWP regarding geology and hazards.

### **C. WATER AND BIOLOGICAL RESOURCES**

The Channel Islands Harbor PWP contains policies to protect water and biological resources within the Harbor.

Water Quality Policy 1 of the PWP states:

*All new development or redevelopment shall be designed to prohibit the discharge of pollutants that would cause or contribute to receiving water impairment or exceedance of water quality standards.*

Water Quality Policy 4 of the PWP states (in relevant part):

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*All new development or redevelopment shall be designed to minimize erosion, sedimentation and other pollutants in runoff from construction-related activities to the maximum extent practicable...*

Water Quality Policy 5 of the PWP states:

*All new development or redevelopment (including exempt development in the Harbor) shall include the following construction-related requirements:*

*A. No demolition or construction materials, debris or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain or tidal erosion and dispersion.*

*B. No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to ESHA, wetlands or their buffers.*

*C. Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.*

*D. Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.*

*E. All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.*

*F. The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.*

*G. Debris shall be disposed of at a legal disposal site or recycled at a recycling facility. If the disposal site is located within the coastal zone, a separate Notice of Impending Development shall be required before disposal can take place.*

*H. All stock piles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.*

*I. Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary or storm sewer systems.*

*J. The discharge of any hazardous materials into any receiving waters shall be prohibited.*

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*K. Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum or contact with runoff. The area shall be located as far away from the receiving waters and storm drain inlets as possible.*

*L. The least damaging method shall be used for the construction of pilings and any other activity that will disturb benthic sediments. The suspension of benthic sediments into the water column shall be minimized to the greatest extent practicable.*

*M. Best Management Practices (BMPs) and Good Housekeeping Practices (GHPs) designed to prevent spillage and/or runoff of demolition or construction-related materials, and to contain sediment or contaminants associated with demolition or construction activity, shall be implemented prior to the onset of such activity.*

*N. All BMPs shall be maintained in a functional condition throughout the duration of the project.*

Biological Resources Policy 12 of the PWP states:

*All new marina development or redevelopment shall minimize impacts to sensitive bird species, including but not limited to black-crowned night herons, great blue herons, snowy egrets, and other sensitive bird species.*

Biological Resources Policy 13 of the PWP states:

*All new marina development or redevelopment shall include biological surveys of trees on and adjacent to the project site (within 500 feet of any construction activities) prepared by a qualified independent biologist or environmental resource specialist, just prior to any construction activities, and once a week upon commencement of construction activities that include grading or use of other heavy equipment, and that will be carried out between December 1<sup>st</sup> and September 30<sup>th</sup>, inclusive. Such surveys shall identify the presence of black-crowned night herons, great blue herons, snowy egrets, or other sensitive species in or near the project site. All surveys conducted pursuant to this policy shall be submitted to the Executive Director of the Coastal Commission.*

*In the event that the surveys identify any black-crowned night herons, great blue herons, snowy egrets, or other sensitive species exhibiting reproductive or nesting behavior on or adjacent to the project site (within 500 feet of any construction activities), then the following measures shall be included in the development:*

*Within 300 feet of any identified active nesting sites, noise monitors shall be present during all pile driving, concrete demolition, or other hardscape demolition. Noise generated by construction (including but not limited to pile driving) shall not exceed 65*



*dB at any point in time, at any active nesting site. If construction noise exceeds the standard above, sound mitigation measures shall be employed. If these sound mitigation measures do not reduce noise levels within 48 hours, construction within 300 feet of the tree shall cease and shall not recommence until either new sound mitigation can be employed or nesting is complete.*

*A qualified independent monitor, approved by the Executive Director, shall be present on site during such construction to measure noise levels. During construction, noise reduction measures such as sound shields shall be used and measures taken to minimize loud noise generation to the maximum extent feasible. Bright upward shining lights shall not be used during construction and construction employees shall be prohibited from bringing pets (e.g., dogs and cats) to the construction site.)*

Biological Resources Policy 14 of the PWP states:

*All new development or redevelopment that involves disturbance to marine water substrate within the Harbor and other shallow waters (up to approx. 250 ft. depth) shall minimize impacts to marine resources through the introduction and/or spread of nonnative invasive aquatic species. All such projects shall provide a survey, prior to the commencement of development, for the presence of *Caulerpa taxifolia* (*C. taxifolia*) or other non-native invasive aquatic species within the project site and extending to the surrounding area at least 10 meters beyond the project area. The survey shall be prepared consistent with the survey protocol required by the Southern California *Caulerpa* Action Team (SCCAT). If *C. taxifolia* or other non-native invasive aquatic species is found within or in close proximity to the project site, it shall be eradicated prior to the commencement of the project.*

Biological Resources Policy 15 of the PWP states:

*All new development or redevelopment that involves disturbance to shallow water marine substrate within the Harbor shall avoid impacts to marine resources, including eelgrass. Such projects shall provide a pre-construction survey conducted during the active growth period to determine the presence of eelgrass (*Zostera marina*). If eelgrass is present within the project site, the project shall be redesigned to avoid impacts to eelgrass. If it is not feasible to avoid impacts to eelgrass on the project site or nearby, the Harbor Department shall replace the impacted eelgrass at a minimum 1.2:1 ratio on-site, or at another location, in conformance with "Southern California Eelgrass Mitigation Policy" Revision 8 adopted by the National Marine Fisheries Service.*

Biological Resources Policy 17 of the PWP states (in relevant part):

*...The trimming or removal of any tree that has been used for breeding and nesting within the past 5 years, determined by a qualified biologist, shall be undertaken in compliance with all applicable codes or regulations of the California Department of Fish and Game, the U.S. Fish and Wildlife Service and the U.S. Migratory Bird Treaty Act and*

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*shall require approval through a Notice of Impending Development undertaken pursuant to the parameters listed below...*

*Tree trimming or tree removal shall be prohibited during the breeding and nesting season of the bird species referenced above (January – September) unless the Harbor Department, in consultation with a certified arborist, determines that a tree causes danger to public health and safety. A health and safety danger exists if a tree or branch is dead, diseased, dying, or injured and said tree or branch is in imminent danger of collapse or breaking away. Trees or branches with a nest that has been active anytime within the last five years shall not be removed or disturbed unless a health and safety danger exists.*

*The removal of any breeding and nesting tree shall require mitigation at a 1:1 ratio. Replacement trees shall consist of native or non-native, non-invasive tree species. A tree replacement planting plan for each tree replacement shall be developed to specify replacement tree locations, tree size (no less than 36" box size), planting specifications, and a five-year monitoring program with specific performance standards. An annual monitoring report for tree replacement shall be submitted for the review and approval of the Harbor Director and maintained on file as public information.*

*(A) Tree Trimming During Non-Breeding and Non-Nesting Season (October-December)*

*1. Prior to tree trimming or removal, a qualified biologist shall survey the trees to be trimmed or removed to detect nests and submit the survey(s) to the Harbor Department. Tree trimming or removal may proceed if a nest is found, but has not been used within the prior 5 years.*

*2. In the event that any of the bird species referenced above return or continue to occupy trees during the non-nesting season, trimming shall not take place until a qualified biologist has assessed the site, determined that courtship behavior has not commenced, and given approval to proceed within 300 feet of any occupied tree.*

*3. Trimming of nesting trees shall not encroach within 10 feet of an unoccupied nest of any of the bird species referenced above. The amount of trimming at any one time shall be limited to preserve the suitability of the nesting tree for breeding and/or nesting habitat.*

*(B) Tree Trimming or Removal During Breeding and Nesting Season (January – September)*

*If tree trimming or removal activities cannot feasibly avoid the breeding season because a health and safety danger exists, the following guidelines must be followed:*

*1. A qualified biologist shall conduct surveys and submit a report at least one week prior to the trimming or removal of a tree (only if it is posing a health or safety danger) to*

*detect any breeding or nesting behavior in or within 300 feet of the work area. A tree trimming and/or removal plan shall be prepared by an arborist in consultation with the qualified biologist. The survey report and tree trimming and/or removal plan shall be submitted for the review and approval of Harbor Director and maintained on file as public information. The plan shall incorporate the following:*

*a) A description of how work will occur (work must be performed using non-mechanized hand tools to the maximum extent feasible).*

*b) Limits of tree trimming and/or removal shall be established in the field with flagging and stakes or construction fencing.*

*c) Insurance that tree trimming will be the minimum necessary to address the health and safety danger while avoiding or minimizing impacts to breeding and nesting birds and their habitat.*

*2. Prior to commencement of tree trimming and/or removal the qualified biologist shall notify in writing the Department of Fish and Game and the U.S. Fish and Wildlife Service of the intent to commence tree trimming or removal.*

In addition, the certified Channel Islands Harbor PWP incorporates by reference Coastal Act Sections 30230 and 30231.

Section 30230 of the Coastal Act states:

*Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.*

Section 30231 of the Coastal Act states:

*The biological productivity and the quality of coastal waters, streams wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing of adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface waterflow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.*

Coastal Act Section 30231 requires maintaining the biological productivity and quality of coastal waters, streams, wetlands, estuaries, and lakes by minimizing adverse effects of waste water discharges and entrainment. Similarly, Water Quality Policies 1, 4, and 5 of the PWP require the

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(Repair and Replacement of Peninsula Road Rock Revetment)

protection of the coastal waters within Channel Islands Harbor by ensuring that new development incorporates measures to minimize or prevent sediment and other contaminants from entering coastal waterways. Coastal Act Section 30230 requires that the use of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and maintain healthy populations of marine organisms. Biological Resource Policies 12, 13 and 17 include preconstruction surveys for nesting and roosting birds while also requiring new development to reduce impacts to bird populations. Biological Resource Policies 14 and 15 ensure protection of marine populations by requiring new development that has the potential to disturb marine substrate to survey for eelgrass and non-native invasive aquatic species.

The proposed project is located in and adjacent to the waters of the Channel Islands Harbor and construction of any kind, adjacent to or in coastal waters, has the potential to adversely impact marine resources and water quality through the introduction of pollutants associated with construction. Additionally, storage or placement of construction materials, debris, or waste in a location subject to erosion and dispersion or which may be discharged into coastal water via rain, surf, or wind would result in adverse impacts upon the marine environment that would reduce the biological productivity of coastal waters. For instance, construction debris entering coastal waters may cover and displace soft bottom habitat. In addition, the use of machinery in coastal waters not designed for such use may result in the release of lubricants or oils that are toxic to marine life. Sediment discharged into waters may cause turbidity, which can shade and reduce the productivity of foraging avian and marine species by interfering with their ability to see food in the water column. In order to avoid adverse construction-related impacts upon marine resources, Coastal Act Section 30231 requires the production and quality of coastal waters be maintained and PWP Water Quality Policies 1,4, and 5 require new development to prevent impacts to water resources by implementing construction best management practices (BMPs) to control potential pollutants or contaminants on site and implement protocols and techniques to control any spillage and/or runoff from the site.

Consistent with the requirements of Coastal Act Section 30231 and the PWP Water Quality Policies identified above, the Harbor Department included conditions of approval with the subject NOID to ensure protection of the Harbor waters ([Exhibit 4](#)). Those conditions include construction BMPs to control pollutants or contaminants on site and protocols and techniques to contain any spillage and/or runoff from the site. To ensure consistency with Coastal Act Section 30231 and the water quality resource policies of the certified PWP, the Commission finds that **Special Condition 1** is necessary to require that all of the Harbor Department's conditions of approval, as submitted, be implemented as part of the proposed project.

The location of the revetment on the southern terminus of the Harbor Peninsula at the end of Peninsula Road encompasses an area comprised of abandoned buildings, paved areas for parking, and scattered populations of New Zealand Christmas Trees, Monterey Cypress trees, and Mexican fan palms. The subject site was constructed during the man-made formation of the Harbor in the 1960's and the landward side has been developed with the existing hotel and restaurant complex since the 1970's. Associated parking areas and landscaping were installed

with the existing building's initial construction. The revetment has remained unaltered since its initial construction in the 1960's.

The certified PWP states that the Harbor area is completely developed and that terrestrial vegetation consists entirely of introduced landscaping species. Bird species found in the Harbor identified in the PWP include great blue herons, double-breasted cormorant, western grebes, brown pelicans, herring gulls, and California gulls. The PWP acknowledges that it is probable that many more migratory bird species use the Harbor during the year. In past Commission actions, it has been recognized that several bird species, such as great blue herons, black-crowned night herons, and snowy egrets utilize the trees in the Harbor for roosting and nesting. Although none of these species is listed as threatened or endangered, their presence is considered important because some species of herons and egrets are considered sensitive species under the PWP (*see* Biological Resources Policy 12) and play an integral role in the ecosystem as top wetland predators. The Harbor Department has consequently monitored bird nesting activity for several years.

In June 2018 the Commission approved Channel Islands Harbor NOID No. 0002-18 requested by the Harbor Department for the redevelopment of the dilapidated Casa Sirena Hotel and Lobster Trap restaurant located immediately adjacent to the revetment that is the subject of this NOID. Included in the NOID application for NOID No. 0002-18, the Harbor Department provided biological surveys of trees within the area at the southern terminus of Peninsula Road, including the area of the rock revetment, for evidence of any breeding or nesting behavior for sensitive bird species. A total of 25 inactive Black-Crowned Night Heron (BCNH) nests, 3 inactive Great Blue Heron (GBH) nests, and one active Great Blue GBH nest were observed in the trees that were inspected. Previous surveys of the bird colonies within the Harbor have found birds roosting in a variety of trees throughout the Harbor, including the trees within the site of the existing hotel and restaurant complex, without any particular fidelity to specific groupings of trees. The subject NOID for the repair of the revetment identified several Mexican Fan Palms located at the top of the revetment slope that will need to be removed as part of the project. However, because the birds regularly nest within various trees throughout the Harbor, the removal of these trees (when not being nested) is not expected to result in a significant impact to sensitive bird species within the Harbor.

While surveys of the project area did identify breeding and nesting trees for sensitive bird species, and removal of those trees is not expected to have a significant adverse impact on sensitive bird species due to the availability of other trees throughout the Harbor in conjunction with the birds' tendency to utilize various tree populations, removal of existing trees still has the potential to impact any sensitive bird species that may be actively roosting at the time of tree removal. Pursuant to Biological Resources Policy 17 identified above the Harbor Department included Conditions of Approval with the subject NOID ([Exhibit 4](#)) that specify the appropriate measures to take regarding removal of trees during non-breeding/non-nesting season as well as during breeding/nesting season. Those measures require surveys of trees to be removed and require maintaining sufficient distance from any sensitive bird species to prevent any impacts. The condition also states that if removal of trees takes place during the breeding and nesting season (January – September) and birds are discovered in the trees to be removed, a qualified

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biologist shall prepare a tree removal plan incorporating measures to minimize any impacts to birds.

However, Biological Resources Policy 17 prohibits the removal of trees during the bird breeding and nesting season unless there is an identified health and safety danger, which is not the case in the subject project. Biological Resources Policy 17 also requires that the removal of any breeding and nesting tree shall require mitigation at a 1:1 ratio and specifies that replacement trees shall consist of native or non-native, non-invasive tree species as detailed in a tree replacement planting plan. The biological survey submitted by the project biologist for NOID No. 0002-18 states that there is sufficient area within Peninsula Park to plant the replacement trees while maintaining the viewshed of open water from the main park area; however, no specifics regarding the exact location and type of plantings was provided. To ensure that replacement tree plantings are consistent with the requirements of Biological Resources Policy 17, as well as the other relevant policies of the PWP, the Commission finds it necessary to incorporate **Special Condition 2** which requires the Harbor Department to submit a tree replacement planting plan, prepared by a licensed landscape architect or qualified resource specialist, that specifies the tree species selected for replacement planting as well as the parameters for planting and monitoring.

As previously discussed, due to the availability of tree populations throughout the Harbor as well as the tendency for bird species within the Harbor to breed and nest in different areas, removal of the trees as part of the revetment repair is not expected to have significant impacts to sensitive bird species. However that condition is limited to activities associated with the removal of trees and does not address the revetment repair activities associated with the project. Due to the potential for sensitive bird species to be present nearby during all revetment repair activities, and in order to find the proposed NOID consistent with the PWP pursuant to Biological Resources Policy 12 of the PWP requiring new development to minimize impacts to sensitive bird species and Biological Resources Policy 13 requiring new development to conduct pre-construction surveys for sensitive bird species, the Commission finds it necessary to incorporate **Special Condition 1** which incorporates the Harbor Department's Conditions of Approval including the requirement to conduct sensitive bird surveys within a 500 foot radius of the project site within just prior to commencing construction, and once a week upon commencement of construction activities that include grading or the use of other heavy equipment so long as any nesting or fledging activity is identified, and that will be carried out between December 1<sup>st</sup> and September 30<sup>th</sup>. In the event that the surveys identify any sensitive bird species exhibiting reproductive or nesting behavior on or adjacent to the project site (within 500 feet of any construction activities), then the condition also requires that special protective measures are implemented including monitoring for noise during all pile driving, concrete demolition, or other hardscape demolition. If construction noise exceeds 65 dB at any point in time during monitoring, sound mitigation measures shall be employed. If sound mitigation measures do not reduce noise levels within 48 hours, then construction within 300 feet of the tree shall cease and shall not recommence until either new sound mitigation can be employed or nesting is complete.

Lastly, the certified PWP states that the relatively rich complement of marine algae invertebrates and fishes present at the Harbor entrance diminish rapidly moving through the mid-Harbor area

to the Mandalay Bay development due to pollutant and coliform bacteria concentrations present in the Harbor. The PWP goes on to state that impacts on the distribution and diversity of marine species will not occur with implementation of the PWP, but that the PWP contains policies and actions to protect the biological productivity of the Harbor's marine waters.

The proposed project includes development directly adjacent to and within coastal waters and has the potential to impact biological resources. Development in and near coastal waters can potentially cause the spreading of non-native and invasive species, such as *Caulerpa taxifolia*, and can cause the removal or disturbance of biological resources, including eelgrass, that may be present in the project area. Biological Resources Policies 14 and 15 of the certified PWP require any new development in the harbor that involves disturbance to marine substrate to minimize impacts to marine resources by conducting pre-construction surveys for non-native invasive aquatic species and pre-construction surveys for sensitive marine resources, including eelgrass. Furthermore, conducting pre-construction surveys of the marine environment will allow the project to minimize impacts to biological resources, consistent with the requirements of Coastal Act Section 30230 which is incorporated into the PWP by reference. As such, the Harbor Department has proposed the necessary pre-construction surveys of the marine substrate and actions for remediating any impacts. To ensure consistency with the biological resource policies of the certified PWP, the Commission finds that **Special Condition 1** is necessary to require that all of the applicant's conditions of approval, as submitted, be implemented as part of the proposed project.

Therefore, for the reasons discussed above, the Commission finds that the NOID, as conditioned, is consistent with the PWP regarding water and biological resources.

#### **D. PUBLIC ACCESS**

The certified Channel Islands Harbor PWP incorporates by reference Coastal Act Section 30214.

Section 30214 of the Coastal Act states (in relevant part):

*(a) The public access policies of this article shall be implemented in a manner that takes into account the need to regulate the time, place, and manner of public access depending on the facts and circumstances in each case...*

*(c) In carrying out the public access policies of this article, the commission and any other responsible public agency shall consider and encourage the utilization of innovative access management techniques...*

As previously discussed, the revetment that is the subject of the proposed NOID has existed in its location and configuration since construction in the 1960's. A public waterfront walkway is located immediately landward of the revetment that extends around nearly the entire perimeter of the area at the end of Peninsula Road and Peninsula Yacht Marina, a public small boat marina, operates in the waterside lease adjacent to the revetment.

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(Repair and Replacement of Peninsula Road Rock Revetment)

Coastal Act Section 30214 specifies that public access policies of the Coastal Act shall be implemented in a manner that takes into account the need to regulate the time, place, and manner of public access depending on the facts and circumstances of each case. Moreover, subsection (c) of Section 30214 states that innovative access management techniques should be considered and encouraged. The proposed repairs to the revetment will require the use of heavy machinery in the area immediately adjacent to the existing waterfront walkway and due to safety reasons will require the temporary closure of the walkway. Additionally, the Peninsula Yacht Marina is accessed via gangways that connect to the existing walkway and the proposed repairs to the revetment will also impact access to the marina. While the proposed project would serve to protect the harbor peninsula that supports public access and recreational uses, there will be unavoidable temporary impacts to these uses during construction. It is also important to consider the other projects approved by the Commission in this area of Peninsula Road that are in the process of redevelopment. In 2018 the Commission approved NOID No. 0002-18 for the demolition of the non-operational and dilapidated Casa Sirena Hotel and Lobster Trap Restaurant and for new construction consisting of a new hotel, restaurant, waterfront public plaza and promenade, boater restroom and marina facilities. Additionally, in 2011 the Commission approved NOID No. 1-11 to reconfigure and replace the boat slips of the Peninsula Yacht Marina as well as demolish and replace dock infrastructure, including placement of new piers, abutments, gangways, dock boxes and electrical utility systems. Similar to the proposed revetment repairs, these projects will require temporary closures of access along the waterfront to ensure public safety. In the aggregate and considered together, these impacts are cumulative but, for the reasons discussed below, are still less than significant. The Harbor Department has specifically requested to perform the subject revetment repairs in conjunction with the redevelopment of the hotel, restaurant and public plaza and promenade so that the limitation of access along the waterfront can be minimized via efficiently-coordinated construction. Additionally, redevelopment of the marina boat slips will require the replacement of gangways and closure of the existing waterfront walkway in those areas. Similar to the hotel redevelopment, the Harbor Department has requested to perform the subject revetment repairs in conjunction with the redevelopment of the marina so that the limitation of access along the waterfront can be minimized via efficiently-coordinated construction. Lastly, an additional measure to avoid significant impacts to public access during construction as proposed by the Harbor Department includes phasing the revetment repairs and moving along the shoreline of Peninsula Road in a counter-clockwise direction so that only a select portion of the waterfront walkway and boat slips is closed at any one time.

By itself and considered cumulatively with other repair projects happening in the vicinity at the same time, the repairs to the revetment would temporarily disrupt public access to this area of the Harbor ; however, by scheduling the revetment repairs in coordination with other redevelopment projects approved in the immediate vicinity and by phasing the repairs so that only a select area of the peninsula is closed at any one time, the proposed project would avoid significant impacts to public access and recreation during construction by limiting and concentrating the temporal and geographic scope of the temporary impacts to public access resulting from this and the other cumulatively-considered projects. Furthermore, given that the ultimate purpose of the revetment repair is to protect numerous public-access oriented amenities on the peninsula, allowance of the proposed development can be deemed consistent with Section 30214 because it manages public



access in a manner that takes into account the need to regulate time, place and manner depending on the specific facts and circumstances presented (*i.e.*, temporary public access impacts are justified to ensure long-term public access at this location).

Therefore, for the reasons discussed above, the Commission finds that the NOID is consistent with the PWP regarding public access.

#### **E. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The Harbor Department, in its role as lead agency for the PWP and the NOID for purposes of the California Environmental Quality Act (“CEQA”),<sup>1</sup> has determined that the project is categorically exempt from the provisions of CEQA under CEQA Guidelines Section 15302. 14 C.C.R. § 15302 (“Replacement or Reconstruction”).

As a responsible agency with authority to approve a Notice of Impending Development, the Commission has some CEQA responsibilities as well. Section 13096 of the Commission's administrative regulations requires Commission approval of Coastal Development Permit applications and Notices of Impending Development (NOID) to be supported by a finding showing that the application, as modified by any conditions of approval, is consistent with any applicable requirements of the CEQA.

Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available that would substantially lessen any significant adverse effect which the activity may have on the environment. For the reasons discussed in this report, the project, as conditioned, is consistent with the governing PWP and its coastal zone protection policies, and there are no other further feasible alternatives that would substantially lessen significant adverse effects that the approval could have on the environment.

The Commission incorporates its findings on Coastal Act and PWP consistency at this point as if set forth in full. As discussed in the preceding sections, the proposed development approved by this NOID is consistent with the policies and provisions of the certified PWP, as conditioned. There are no further feasible alternatives or feasible mitigation measures available that would substantially lessen any significant adverse impact that the activity may have on the environment, and as conditioned, the project will not have any significant impacts on the environment within the meaning of CEQA. Therefore, the Commission finds that the NOID is consistent with CEQA, the Coastal Act, and the applicable policies and provisions of the certified PWP.

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<sup>1</sup> Cal. Pub. Res. Code (“PRC”) §§ 21000 *et seq.* All further references to CEQA sections are to sections of the PRC.

## **Appendix A - Substantive File Documents**

Channel Islands Harbor certified Public Works Plan; Channel Islands Harbor Notice of Impending Development No. CIH-NOID-0001-19, dated January 9, 2019; Channel Islands Harbor Notice of Impending Development No. CIH-NOID-0002-18; Channel Islands Harbor Notice of Impending Development No. 1-11

**PERMIT CONDITIONS (2 OF 3):  
REGIONAL WATER  
QUALITY CONTROL BOARD**



## HARBOR DEPARTMENT

## MEMORANDUM

**DATE:** January 11, 2022

**TO:** Michael Tripp, Harbor Director

**FROM:** Marilyn Miller, Director of Harbor Planning & Redevelopment

**RE:** Memorializing Conversation with USACE Regarding Status of RWQCB Permits for Peninsula Revetment on January 10, 2022

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I spoke with Emma Ross of the US Army Corp of Engineers on January 10, 2022, regarding the status of the Regional Water Quality Control Board 401 permit. The Regional Board had responded to my inquiry that the permit was waived and I had been trying to contact them to find out what that means.

Ms. Ross reached out to me via email and asked me to call her. She informed me that a waiver means that no permit is necessary from the Regional Board. The USACE permit is still valid under the Nationwide Permit, however, she did say that the current Nationwide Permit expires in February and we have until March 18, 2022, to commence construction. If we don't start construction prior to that date, they will have to "reverify" the permit, which means they will check with all the other agencies involved to see if there are any further requirements. She said there probably wouldn't be and it wouldn't be that difficult.

They define commencing construction as having a contractor in place with an estimated start date.

She also said that they require a "commencement notification" 14 days prior to the time they start construction.

Her contact info is:

Emma Ross (she/her)  
Project Manager, North Coast Branch  
Regulatory Division, Ventura Field Office  
Los Angeles District, U.S. Army Corps of Engineers  
805/585-2149 Office  
805/350-4157 Cell  
[Emma.b.ross@usace.army.mil](mailto:Emma.b.ross@usace.army.mil)

From the desk of . . .  
Marilyn Miller, Director, Harbor Planning &  
Redevelopment  
County of Ventura, Harbor Department  
3900 Pelican Way, Oxnard CA 93035  
(805) 973-5921 • Fax (805) 382-3015  
E-mail: [Marilyn.millerl@ventura.org](mailto:Marilyn.millerl@ventura.org)

Our contact person at the Regional Board is:

Emily Duncan, Ph.D. (She/her/hers)  
Senior Environmental Scientist, Regional Programs Section  
Los Angeles Regional Water Quality Control Board  
320 West 4<sup>th</sup> St, Ste. 200  
Los Angeles CA 90013  
[Emily.duncan@waterboards.ca.gov](mailto:Emily.duncan@waterboards.ca.gov)  
213/576-6679  
626/788-1946

**PERMIT CONDITIONS (3 OF 3):  
U.S. ARMY CORPS OF ENGINEERS**



LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

CERTIFICATE OF COMPLIANCE WITH  
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

Permit Number: *SPL-2019-00171-EBR*

*Michael Tripp*

Name of Permittee: ~~Mark Sandoval~~, *Ventura County Harbor Department*

Date of Issuance: *May 1, 2019*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

1) Email a digital scan of the signed certificate to *Emma.B.Ross@usace.army.mil*  
**OR**

2) Mail the signed certificate to  
U.S. Army Corps of Engineers  
ATTN: Regulatory Division SPL-2019-00171-EBR  
60 S California Street, Suite 201  
Ventura, CA 93001-2598

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

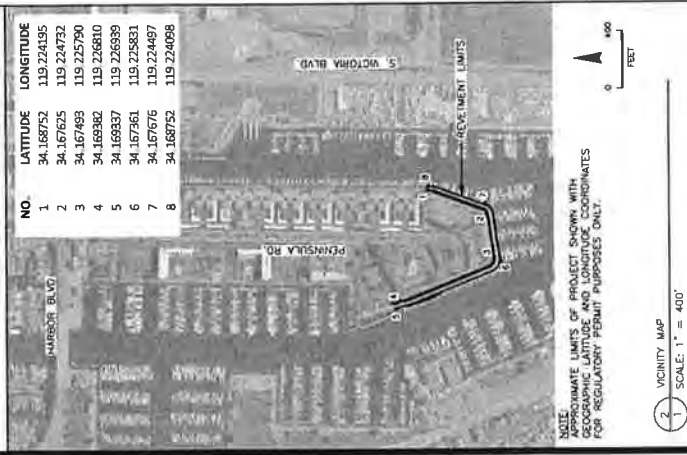
*Michael Tripp* *2-16-22*  
\_\_\_\_\_  
Signature of Permittee      Date

# PROJECT DRAWINGS FOR CHANNEL ISLANDS HARBOR PENINSULA REVETMENT REPAIR

OXNARD, CA 93035

## INDEX OF SHEETS

NO.	TITLE	NO.	TITLE
1	TITLE SHEET	9	SECTIONS STA 1+80 TO 3+40
2	CONSTRUCTION NOTES	10	SECTIONS STA 3+60 TO 5+20
3	DEMOLITION PLAN	11	SECTIONS STA 5+40 TO 7+00
4	REVTMENT REPAIR PLAN	12	SECTIONS STA 7+20 TO 8+80
5	WEST AND SOUTH REACH PLAN DETAIL	13	SECTIONS STA 9+00 TO 10+60
6	EAST REACH PLAN DETAIL	14	SECTIONS STA 10+80 TO 12+40
7	REVTMENT SECTIONS	15	SECTIONS STA 12+60 TO 14+20
8	SECTIONS STA 0+00 TO 1+60	16	SECTIONS STA 14+40 TO 16+00



NOTE:  
APPROXIMATE LIMITS OF PROJECT SHOWN WITH  
GEOGRAPHIC LATITUDE AND LONGITUDE COORDINATES  
FOR REGULATORY PERMIT PURPOSES ONLY.

SYMBOL	DESCRIPTION
1	DEGREES
2	DIMENSION
3	DIAMETER
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100	DIAMETER

FOR PLAN CHECK

SHEET 1 OF 16

DATE 7/23/2019

SCALE 1/8" = 1'-0"

TITLE SHEET

COUNTY OF VENTURA

CHANNEL ISLANDS HARBOR PENINSULA REPAIR



**NOBLE CONSULTANTS**

**GEC**

1000 S. 10th St., Suite 100  
Oxnard, CA 93032  
805-792-5000 (fax)



# DEMOLITION SCHEDULE

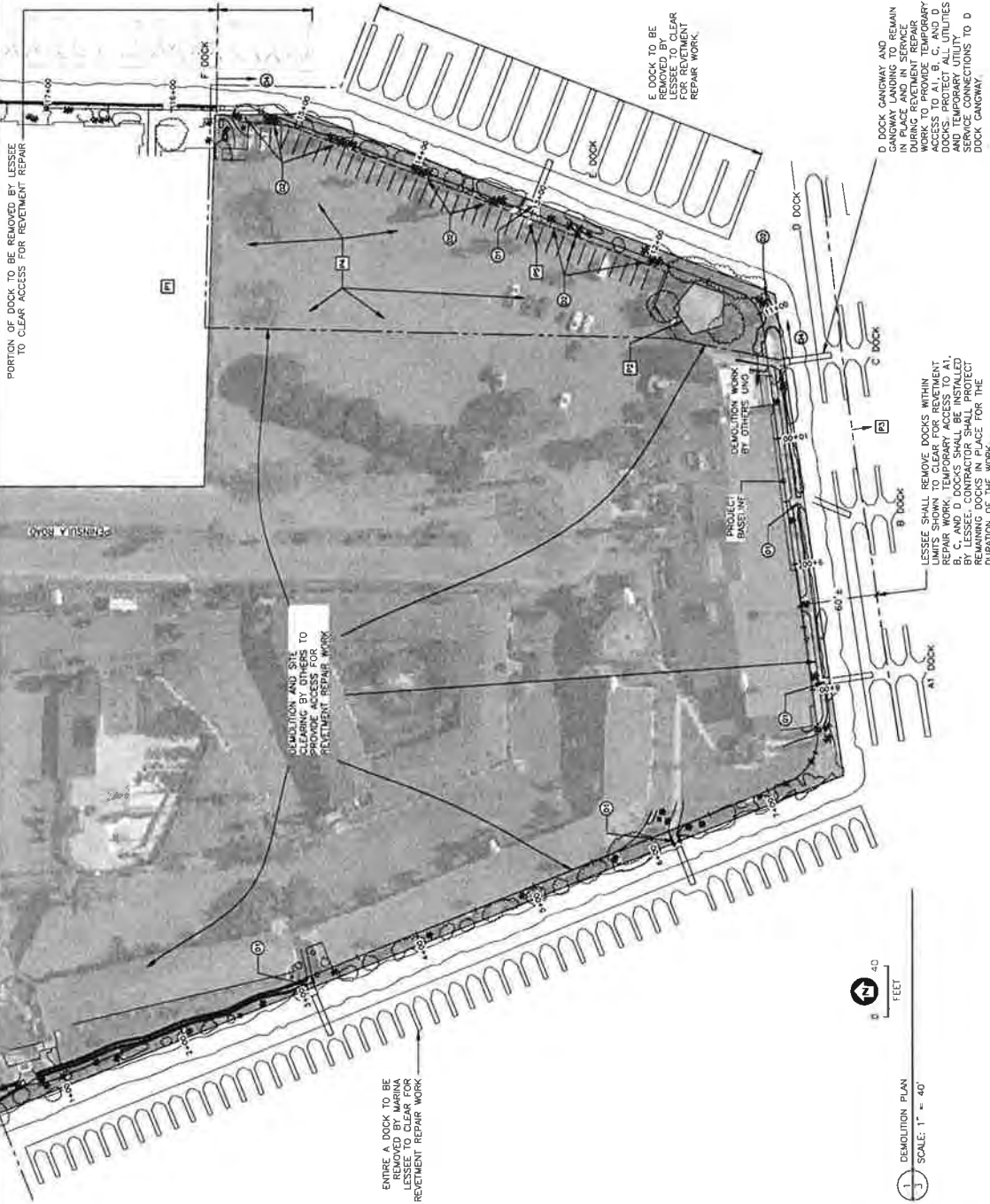
NO.	ITEM
D1	REMOVE AND DISPOSE OF CIP CONCRETE GANGWAY LANING, METAL GATES, 32" TIMBER GANGWAY, AND ASSOCIATED HARDWARE. REMOVE AND ABANDON WATER AND POWER PIPE AND CONDUIT.
D2	REMOVE AND DISPOSE OF ALL PALM TREES (24).
D3	CLEAR AND GRUBB ALL TREES AND SHRUBBERY WITHIN LIMITS OF REDEMPTION AND NEW SIDEWALK CORRIDOR IN CONFORMANCE WITH SECTION 300-1 OF THE SSPWC.
D4	REMOVE AND DISPOSE OF ALL MISCELLANEOUS CONCRETE PAVEMENT, REDEMPTION AND NEW SIDEWALK CORRIDOR IN CONFORMANCE WITH SECTION 300-1 OF THE SSPWC.

## ITEMS TO REMAIN IN PLACE

NO.	ITEM
P1	PRIVATE PROPERTY AND IMPROVEMENTS
P2	MARINA OFFICE BUILDING
P3	FLOATING DOCKS
P4	HMA PAVEMENT, CURB, LANDSCAPE, AND UTILITIES
P5	VALVE BOX

## DEMOLITION NOTES

- CONTRACTOR SHALL PROVIDE SHORING AS REQUIRED TO PREVENT DAMAGE OR MOVEMENT TO STRUCTURES AND IMPROVEMENTS THAT ARE TO REMAIN.
- CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN BARRICADES, GUARD RAILS, AND FENCING TO PROTECT THE GENERAL PUBLIC, ADJACENT PROPERTIES, AND ADJACENT PROPERTY TO THE SATISFACTION OF THE ENGINEER.
- REMOVE ALL SPECIFIED ITEMS IN THEIR ENTIRETY UNQ.
- NEAT STRAIGHT LINE SAWCUTS SHALL BE PROVIDED FOR REMOVAL OF EXISTING PAVEMENT. REMOVE EXISTING PAVEMENT AND CURB AS SPECIFIED IN DEMOLITION PLAN.
- REMOVE AND TRANSPORT DEBRIS AND RUBBISH IN A MANNER THAT WILL PREVENT SPILLAGE ON SITE, STREETS, AND ADJACENT PROPERTIES. ALL DEBRIS AND RUBBISH OTHER THAN SOIL SHALL NOT BE LEFT ON THE JOB SITE FOR MORE THAN THREE (3) DAYS. ALL REMOVED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR. CONTRACTOR SHALL DISPOSE OF SUCH MATERIALS OFF THE JOB SITE AT CONTRACTOR'S EXPENSE. DISPOSE OF DEBRIS IN ACCORDANCE WITH SPECIFICATIONS.
- CLEAR AND GRUB EXISTING VEGETATION WITHIN REDEMPTION REPAIR AREA AS REQUIRED.



## FOR PLAN CHECK

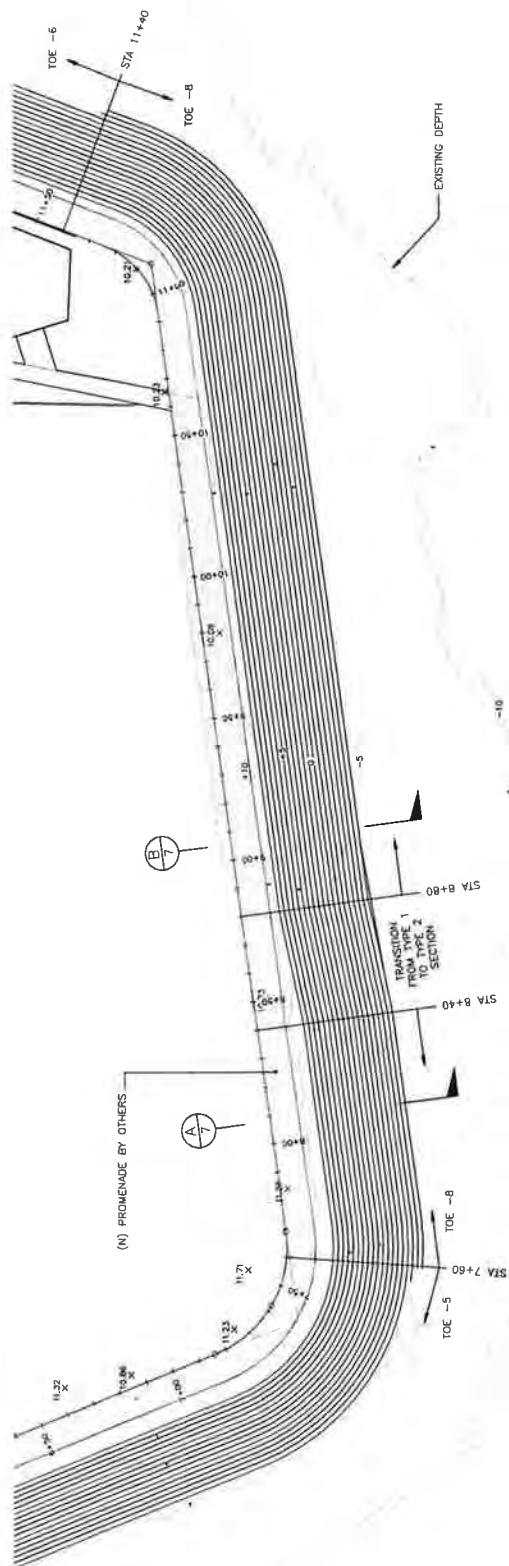
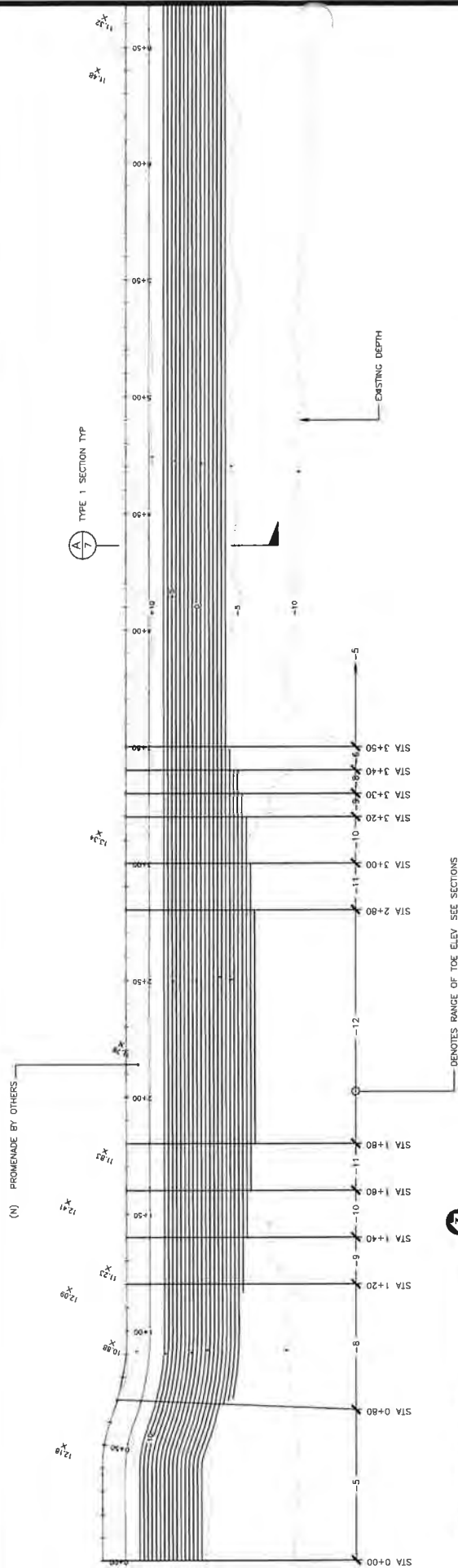
PROJECT NO.	1711	COUNTY OF VENTURA
DATE	1/11	DEMOLITION PLAN
DESIGNED BY	1711	
CHECKED BY	1711	
APPROVED BY	1711	

NOBLE CONSULTANTS	2201 AVENUE 100, SUITE 100 SAN JOSE, CA 95128 (408) 297-1000 FAX: (408) 297-1001
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FOR PLAN CHECK	DATE	1/25/2019
PROJECT NO.	1711	
DATE	1/11	
DESIGNED BY	1711	
CHECKED BY	1711	
APPROVED BY	1711	





FOR PLAN CHECK

PROJECT	5-16	COUNTY OF VENTURA
DATE	7/28/16	WEST AND SOUTH REACH PLAN DETAIL
DESIGNED BY	JTM	DESIGNED BY
CHECKED BY	JTM	CHECKED BY
APPROVED BY	JTM	APPROVED BY

DATE 1/25/2019

NOBLE GEC CONSULTANTS

NOBLE GEC CONSULTANTS

SCALE: 1" = 20'



## **Enclosure 1: NATIONWIDE PERMIT NUMBER(S) NWP 3 Maintenance**

### **1. Nationwide Permit(s) NWP 3 Maintenance Terms:**

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects. Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)) Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

**2. General Conditions:** The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.



(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species



Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including

previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to

determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g.,

conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be

addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions

added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;



(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for

mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### **3. Regional Conditions for the Los Angeles District:**

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, including designated critical habitat for such species, the permittee shall design all new or substantially reconstructed linear transportation crossings (e.g. roads, highways, railways, trails, bridges, culverts) to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-54 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the Los Angeles District shall be notified in accordance with General Condition 32 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/Missions/Regulatory/PermitProcess.aspx>. In addition, unless specifically waived by the Los Angeles District, the PCN shall include:
  - a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;

- b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings shall follow the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (Feb 2016), or most recent update (available at the South Pacific Division website at:  
<http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/>);
  - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
  - d. Delineation of aquatic resources in accordance with the current Los Angeles District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (available at:  
<http://www.spl.usace.army.mil/Missions/Regulatory/Jurisdictional-Determination/>).
4. Submission of a PCN pursuant to General Condition 32 and Regional Condition 3 shall be required for specific regulated activities in the following locations:
- a. All perennial waterbodies and special aquatic sites throughout the Los Angeles District as well as intermittent waters within the State of Arizona for any regulated activity that would result in a loss of waters of the United States. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council, and that would result in an adverse effect to EFH, in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. EFH Assessment Guidance and other supporting information can be found at:  
[http://www.westcoast.fisheries.noaa.gov/habitat/fish\\_habitat/efh\\_consultations\\_go.html](http://www.westcoast.fisheries.noaa.gov/habitat/fish_habitat/efh_consultations_go.html).
  - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
  - d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.

- e. The Murrieta and Temecula Creek watersheds in Riverside County, California for any regulated activity that would result in a loss of waters of the U.S. The definition of “loss of waters of the United States” for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - f. All waterbodies designated by the Arizona Department of Environmental Quality as Outstanding Arizona Waters (OAWs), within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated OAW, and on tributaries to OAWs within 1600 meters of the OAW (see <http://www.azdeq.gov/index.html>).
  - g. All waterbodies designated by the Arizona Department of Environmental Quality as 303(d)-impaired surface waters, within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated impaired surface water, and on tributaries to impaired waters within 1600 meters of the impaired water (see <http://www.azdeq.gov/index.html>).
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 32 and Regional Condition 3.
6. Within the Murrieta Creek and Temecula Creek watersheds in Riverside County the use of NWPs 29, 39, 42 and 43, and NWP 14 combined with any of those NWPs shall be restricted. The loss of waters of the U.S. cannot exceed 0.25 acre. The definition of “loss of waters of the United States” for this regional condition is the same as the definition used for the Nationwide Permit Program.
7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWPs within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWPs are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.
9. Any requests to waive the applicable linear foot limitations for NWPs 13, 21, 29, 39, 40 and 42, 43, 44, 51, 52, and 54, must include the following:
- a. A narrative description of the affected aquatic resource. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or

scour marks) or Mean High Water Line; a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.

- b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 32 and Regional Condition 3;
- c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
- d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

**4. Further information:**

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - (x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (x) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this authorization.
  - (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - (b) This permit does not grant any property rights or exclusive privileges.
  - (c) This permit does not authorize any injury to the property or rights of others.
  - (d) This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - (d) Design or construction deficiencies associated with the permitted work.
  - (e) Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - (a) You fail to comply with the terms and conditions of this permit.
  - (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

**County of Ventura Conditions of Approval**  
**Repair and Replacement of Rock Revetment Around Peninsula at Channel Islands**  
**Harbor, Oxnard, California**

Temporary Erosion Control BMPs

1. Scheduling: The Contractor shall sequence construction activities to minimize the duration soils are exposed onsite. Implementation methods shall include monitoring weather forecast for rainfall; deployment of erosion, sediment, and tracing control BMPs; scheduling of work to minimize the time that excavated soil areas onsite are exposed prior to placement of specified slope protection on pavement.
2. Geotextiles and mats: The Contractor shall place specified geotextiles on exposed slopes to prevent soil erosion prior to placement of specified riprap slope protection.
3. Wind Erosion Control: The Contractor shall implement dust control measures throughout the job using: applications of water to exposed soil areas; mulch to landscaped areas; provide covers for haul trucks.

Temporary Sediment Control BMPs

4. Street Sweeping: The job site shall be swept daily by the Contractor or as conditions warrant to remove visible fugitive dirt from the job site to keep existing pavement areas clean to prevent tracking.
5. Sandbag Barrier: The contractor shall place sandbag barriers around the perimeter of the job site to intercept runoff or runoff to remove sediment prior to discharge into Channel Islands Harbor waters or storm drains and kept in place for the duration of the project.
6. Storm Drain Inlet Protection: The Contractor shall protect the existing storm drain inlet within the job site at all times with fiber rolls, gravel gab berms, sandbag barriers or other appropriate measures to intercept runoff from the job site and remove sediment.
7. Stabilized Construction Entrance/Exit: The contractor shall erect and maintain a job site entrance/exit area consisting of crushed aggregate and corrugated steel panels to prevent tracking of sediment onto public streets.

Temporary Non-Stormwater BMPs

8. Water Conservation Practices: The Contractor shall implement water conservation measures for the duration of the job by: keeping water equipment in good working condition; repairing water leaks promptly; not washing vehicles

and equipment; avoiding use of water to clean construction areas; and locking water tank valves to prevent unauthorized use.

9. Illicit Connection-Illegal Discharge Connection: The Contractor shall inspect the job site daily to ensure that no illegal dumping has occurred from third party sources.
10. Vehicle and Equipment Cleaning: No equipment and vehicle cleaning will be allowed at the job site.
11. Vehicle and Equipment Fueling: Equipment that will be used onsite will consist of small trucks, off road vehicles, large track mounted equipment, and miscellaneous small equipment. All small trucks and similar street legal equipment shall be refueled offsite. The off road and track mounted equipment will be on the job site for varying amounts of time throughout the six month project duration. The Contractor shall: refuel off road and track mounted equipment within a level ground area that is located at the most landward area of the job site's parking lot near Peninsula Road and at least 50 feet away from any storm drain; use drip pans and absorbent pads to capture drips; protect the perimeter of the fueling area with an absorbent berm to prevent runoff, runoff, and to contain spills; use fuel cans that have secondary containment; keep a spill kit ready at the fueling area.
12. Vehicle and Equipment Maintenance: On-site vehicle and equipment maintenance shall not be allowed, and the Contractor shall be required to furnish all equipment to the job site well maintained and in good working order. Off road and large track mounted equipment shall be onsite for varying amounts of the six month project duration. From time to time minor breakdowns will be inevitably and require minor repairs at the job site. In accordance with these provisions, the Contractor shall: perform such repairs at a designated maintenance area located on level ground at the most landward portion of the job site's parking lot near Peninsula Road and at least 50 feet away from any storm drain; use drip pans and absorbent pads to capture all vehicle fluids; protect the perimeter of the repair area with an absorbent berm to prevent runoff, runoff, and to contain spills; and keep a spill kit ready at the repair area.
13. Demolition Removal Adjacent to Water: The Contractor shall: perform all demolition work using land based equipment and means and methods to prevent discharge of sediment and waste into Channel Islands Harbor waters; stockpile demolished materials away from drainage areas, and haul it away for recycling or disposal as soon as possible.

#### Temporary Materials Management BMPs

14. Material Delivery and Storage: For the duration of the job the Contractor shall: provide adequate storage sheds and containment methods for chemical



products; store materials in their original containers as much as possible; stockpile erodible landscape materials to prevent erosion and runoff over the site; designate the locations of materials delivery and storage areas; minimize storage of hazardous materials; keep ample spill and clean up materials on hand for use as needed by personnel trained in their use and emergency procedures; and remove any residual materials.

15. Stockpile Management: For the duration of the project the Contractor shall: protect all stockpiles when not in use; implement wind erosion control measures; place bagged materials on pallets under cover; confine the perimeter of stockpiles to prevent runoff into Channel Islands Harbor waters or storm drains; and place stockpiles on plastic sheeting.
16. Spill Prevention and Control: The Contractor shall: train all employees in spill prevention and control; hold regular safety meetings; store and stockpile materials per specified BMP practices; and designate responsible individuals for enforcement.
17. Solid Waste Management: The Contractor shall: designate waste collection areas onsite; utilize water tight dumpsters; cover all waste containers; collect and dispose of trash daily; schedule regular pickups for waste haul out; remove solid waste promptly; clean up all spills immediately; and locate all waste storage areas away from drainage areas.
18. Sanitary Septic Waste Management: The Contractor shall: utilize temporary sanitary facilities at the job site that are maintained by a licensed service.

#### Construction Maintenance Responsibilities and Debris Removal

19. Contractor shall be responsible for carrying out the following during construction:
  - a. No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain or tidal erosion and dispersion.
  - b. No demolition or construction equipment materials or activity shall be placed in or occur in any location that would result in impacts to ESHA, wetlands or their buffers.
  - c. Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.
  - d. Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.

- e. All trash and debris shall be disposed of in the proper trash and recycling receptacles at the end of every construction day.
  - f. The contractor shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.
  - g. Debris shall be disposed of at a legal disposal site or recycled at a recycling facility. If the disposal site is located within the coastal zone, a separate Notice of Impeding Development shall be required before disposal shall take place.
  - h. All stock piles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.
  - i. Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary storm sewer systems.
  - j. The discharge of any hazardous materials into any receiving waters shall be prohibited.
  - k. Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum products or contact with runoff. The area shall be located as far away from the receiving waters and storm drain inlets as possible.
  - l. The least damaging method shall be used for the construction of pilings and any other activity that will disturb benthic sediments. The suspension of benthic sediments into the water column shall be minimized to the greatest extent practicable.
  - m. Best Management Practices (BMPs) and Good Housekeeping Practices (GHPs) designed to prevent spillage and/or runoff of demolition or construction-related materials, and to contain sediment or contaminants associated with demolition or construction activity, shall be implemented prior to the onset of such activity.
  - n. All BMPs shall be maintained in a functional condition throughout the duration of the project. (Policy 5)
20. All trucks hauling graded or excavated material offsite, if any, shall be required to cover their loads as required by the California Vehicle Code Sec. 23114, with special attention to preventing spilling onto public streets.
21. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.

22. Lessee's contractor shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational modifications are found to be effective, lessee's contractor shall immediately implement such devices or operational modifications on all construction equipment.
23. Lessee and/or lessee's contractor shall employ current Best Management Practices (BMPs) to protect against storm water runoff into storm drains and the harbor.
24. Construction staging areas shall be screened and protected to avoid material being blown or washed into the harbor. Screening material shall be approved by the Harbor Department. Lessee shall limit outdoor storage of materials to the locations shown and all construction material shall be stored within the staging area. Construction staging area shall remain locked and secure when not in use.



# COUNTY *of* VENTURA

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## HARBOR DEPARTMENT

3900 Pelican Way  
Oxnard, CA 93035  
(805) 973-5950

### ADDENDUM 01

September 1, 2022

Channel Islands Harbor

#### **PENINSULA REVETMENT REPAIR PROJECT**

Specification Number: HD 22-02

Project Number: HD 22-02

#### ADDITIONAL DOCUMENTS:

The following document has been included in the revised bid documents. Bidder is to review and acknowledge Addendum 1 in the bid form. By acknowledging Addendum 1, bidder is stating they have reviewed this document and the requirements are included as part of their proposal.

- USACE Nationwide Permit Verification with Terms and Conditions.

**END**



**DEPARTMENT OF THE ARMY**  
**U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**  
**60 S CALIFORNIA STREET, SUITE 201**  
**VENTURA, CA 93001-2598**

May 1, 2019

SUBJECT: Nationwide Permit (NWP) Verification

Mark Sandoval  
County of Ventura, Harbor Department  
3900 Pelican Way  
Oxnard, CA 93035

Dear Mr. Sandoval:

I am responding to your request (SPL-2019-00171-EBR) for a Department of the Army permit for your proposed project, Channel Islands Harbor Peninsula Revetment Repair. The proposed project is located at 3605 Peninsula Road, Oxnard, Ventura County, California (lat.: 34.1, long.: -119.13).

Because construction of this project would result in a discharge of dredged and/or fill material into waters of the U.S. and would place structures or consist of work in or affecting navigable waters of the U.S., a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330) and Section 10 of the Rivers and Harbors Act (33 USC 403). I have determined your proposed project, if constructed as described in your application, would comply with NWP 3 Maintenance. Specifically, and as shown in the enclosed figure(s), you are authorized to:

1. Remove approximately 1,540 linear feet of existing deteriorated rock revetment.
2. Remove approximately 5,000 cubic yards of existing armor stone and soil.
3. Use up to 3,360 cubic yards of gravel to restore slope subgrade to its original condition.
4. Use approximately 8,000 cubic yards of new bedding stone and a quarter-ton armor stone to reconstruct the rock revetment.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

Section 10 (Work and Structures in Navigable Waters of the United States):

1. INTERFERENCE WITH NAVIGATION: The permitted activity shall not interfere with the right of the public to free navigation on all navigable waters of the United States as defined by 33 C.F.R. Part 329.
2. DISCHARGES: No earthwork is authorized by this permit.
4. LIMITATIONS: No other modifications or work shall occur to the structure permitted herein.
5. CLEAN CONSTRUCTION PRACTICES: The Permittee shall discharge only clean construction materials suitable for use in the oceanic environment. The Permittee shall ensure no debris, soil, silt, sand, sawdust, rubbish, cement or concrete washings thereof, oil or petroleum products, hazardous/toxic/radioactive/munitions from construction or dredging or disposal shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the United States. Upon completion of the project authorized herein, any and all excess material or debris shall be completely removed from the work area and disposed of in an appropriate upland site.
6. U.S. COAST GUARD NOTIFICATION: To ensure navigational safety, the Permittee shall provide appropriate notifications to the U.S. Coast Guard as described below:

Commander, 11th Coast Guard District (dpw)  
TEL: (510) 437-2980  
Email: d11LNM@uscg.mil  
Website: <http://www.uscg.mil/dp/lnmrequest.asp>

U.S. Coast Guard, Sector LA-LB (COTP)  
Email: D11-DG-SectorLALB-WWM@uscg.mil

For projects in San Diego County:  
U.S. Coast Guard  
Sector San Diego, Attn: LTJG Briana Biagas  
2710 N. Harbor Dr.  
San Diego, California 92101  
Attn: Ports and Waterways Division  
Tel : (619) 278-7261  
Fax: (619) 278-7279  
Email: BRIANA.L.BIAGAS@uscg.mil

A) The Permittee shall notify the U.S. Coast Guard, Commander, 11th Coast Guard District (dpw) and the U.S. Coast Guard, Sector LA-LB (COTP) (contact information shown above), not less than 14 calendar days prior to commencing work and as project information changes. The notification shall be provided by email with at least the following information, transmitted as an attached Word or PDF file:

- 1) Project description including the type of operation (i.e. dredging, diving, construction, etc).
- 2) Location of operation, including Latitude / Longitude (NAD 83).
- 3) Work start and completion dates and the expected duration of operations. The U.S. Coast Guard needs to be notified if these dates change.
- 4) Vessels involved in the operation (name, size and type).
- 5) VHF-FM radio frequencies monitored by vessels on scene.
- 6) Point of contact and 24 -hour phone number.
- 7) Potential hazards to navigation.
- 8) Chart number for the area of operation.
- 9) Recommend the following language be used in the Local Notice to Mariners: "Mariners are urged to transit at their slowest safe speed to minimize wake, and proceed with caution after passing arrangements have been made."

B) The Permittee and its contractor(s) shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation defined at 33 C.F.R. chapter I, subchapter C, part 66. Not less than 30 calendar days in advance of operating any equipment adjacent to any aids to navigation that require relocation or removal, the Permittee shall notify, in writing, the Eleventh U.S. Coast Guard District and the Corps Regulatory Division. The Permittee and its contractor(s) are prohibited from relocating or removing any aids to navigation until authorized to do so by the Corps Regulatory Division and the U.S. Coast Guard.

C) The Permittee is prohibited from establishing private aids to navigation in navigable waters of the United States until authorized to do so by the Corps Regulatory Division and the U.S. Coast Guard. Should the Permittee determine the work requires the temporary placement and use of private aids to navigation in navigable waters of the United States, the Permittee shall submit a request in writing to the Corps Regulatory Division and the U.S. Coast Guard.

D) The COTP may modify the deployment of marine construction equipment or mooring systems to safeguard navigation during project construction. The Permittee shall direct questions concerning lighting, equipment placement, and mooring to the appropriate COTP.

7. OBSTRUCTIONS: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers Regulatory Division, to

remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

8. **COMMENCEMENT NOTIFICATION:** The Permittee shall notify the Corps Regulatory Division of the date of commencement of work in navigable waters of the United States no less than 14 calendar days prior to commencing work, and shall notify the Corps of the date of completion of operations at least five (5) calendar days prior to such completion.

9. **POST-CONSTRUCTION AS-BUILT SURVEY(S):**

Within 30 calendar days of completion of the project authorized by this permit, the Permittee shall conduct a post-project as-built survey indicating the location of all new structures and their features, or the modification of structures and their features, or post-dredge hydrographic surveys, within navigable waters. The Permittee shall forward a copy of the survey, as well as a copy of this permit, to the Corps Regulatory Division (via email at: [emma.b.ross@usace.army.mil](mailto:emma.b.ross@usace.army.mil)), and to the National Oceanic and Atmospheric Administration, Marine Charting Division for updating nautical charts (via email at: [ocs.ndb@noaa.gov](mailto:ocs.ndb@noaa.gov)) Post-project surveys/as-built plans should be provided electronically in two formats: .pts and one of, .pdf or GIS. Include the following header metadata: project name, surveyor's name and company, area surveyed (acres), type of survey method, date of survey, geographic control points (for example: latitude/longitude, plane coordinates), geographic coordinate system (use NAD83), geographic projection, units (use US Survey Feet), and tide gage location. For all subsurface structures and dredge projects include elevation (z coordinate) datum indicated as a negative below MLLW, and also indicate the survey system and bin sizes as appropriate.

10. **CAULERPA PRE-CONSTRUCTION SURVEY:** A pre-construction survey of the project area for *Caulerpa taxifolia* (Caulerpa) shall be conducted in accordance with the Caulerpa Control Protocol (see <http://swr.nmfs.noaa.gov/hcd/caulerpa/ccp.pdf>) not earlier than 90 calendar days prior to planned construction and not later than 30 calendar days prior to construction. The results of this survey shall be furnished to the Corps Regulatory Division, NOAA Fisheries, and the California Department of Fish and Wildlife (CDFW) at least 15 calendar days prior to initiation of work in navigable waters. In the event that Caulerpa is detected within the project area, the Permittee shall not commence work until such time as the infestation has been isolated, treated, and the risk of spread is eliminated as confirmed in writing by the Corps Regulatory Division, in consultation with NOAA Fisheries and CDFW.

11. **EELGRASS PRE-CONSTRUCTION SURVEY:**

Prior to construction, a pre-project eelgrass survey should be conducted in accordance with the California Eelgrass Mitigation Policy (CEMP) ([http://www.westcoast.fisheries.noaa.gov/publications/habitat/california\\_eelgrass\\_mitigation/Final\\_CEMP\\_October\\_2014/cemp\\_oct\\_2014\\_final.pdf](http://www.westcoast.fisheries.noaa.gov/publications/habitat/california_eelgrass_mitigation/Final_CEMP_October_2014/cemp_oct_2014_final.pdf)) no earlier than 60 calendar days prior to planned construction. The results of the survey must be submitted to the Corps at least 15 calendar days prior



to initiation of work in waters of the United States. If the pre-project survey demonstrates eelgrass presence within the project vicinity, post-project survey(s) must be conducted and any impacts to eelgrass mitigated in accordance with the CEMP.

## 12. EELGRASS POST-CONSTRUCTION SURVEY(S):

Once authorized impacts to navigable waters authorized by this permit have ceased, the Permittee shall conduct two years of post-construction eelgrass monitoring surveys per the mapping guidelines in NOAA Fisheries' California Eelgrass Mitigation Policy (Policy) ([http://www.westcoast.fisheries.noaa.gov/publications/habitat/california\\_eelgrass\\_mitigation/Final\\_CEMP\\_October\\_2014/cemp\\_oct\\_2014\\_final.pdf](http://www.westcoast.fisheries.noaa.gov/publications/habitat/california_eelgrass_mitigation/Final_CEMP_October_2014/cemp_oct_2014_final.pdf)). All required post-construction monitoring surveys shall be submitted by the Permittee to the Corps and NOAA Fisheries within 30 calendar days of each survey completion date. Based upon the post-construction monitoring survey results and in accordance with the Policy, the Corps will determine the need and/or amount of Essential Fish Habitat (EFH) mitigation required to offset adverse impacts to such habitat. The Corps will transmit its determination to the Permittee in writing. Within 60 calendar days of receiving the Corps' determination specifying the need and amount of mitigation, the Permittee shall submit a draft EFH mitigation plan to the Corps for review and approval. The EFH mitigation plan shall be prepared in accordance with the Policy and the Corps' South Pacific Division Regional Compensatory Mitigation Guidelines and Monitoring Requirements, dated January 12, 2015. The Permittee shall fully implement the final EFH mitigation plan as approved by the Corps.

## CZMA and 401 Certification:

This permit is contingent upon the issuance of a Coastal Zone Management Act (CZMA) consistency certification from the California Coastal Commission and a Section 401 Water Quality Certification (WQC) from the Los Angeles Regional Water Quality Control Board (RWQCB). The Permittee shall abide by the terms and conditions of the CZMA consistency certification and Clean Water Act Section 401 WQC. The Permittee shall submit the CZMA consistency certification and Section 401 WQC to the Corps Regulatory Division (preferably via email) within two weeks of receipt from the issuing state agency. The Permittee shall not proceed with construction until receiving an email or other written notification from Corps Regulatory Division acknowledging the CZMA consistency certification and Clean Water Act 401 WQC has been received, reviewed, and determined to be acceptable. If the RWQCB fails to act on a request for certification within 60 days after receipt of a complete application, please notify the Corps so we may consider whether a waiver of water quality certification is warranted pursuant to 33 CFR 325.2(b)(1)(ii). If the California Coastal Commission fails to act on a request for concurrence with your certification within six months after receipt, please notify the Corps so we may consider whether to presume a concurrence pursuant to 33 CFR 325.2(b)(2)(ii).

This verification is valid through March 18, 2022. If on March 18, 2022 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions.

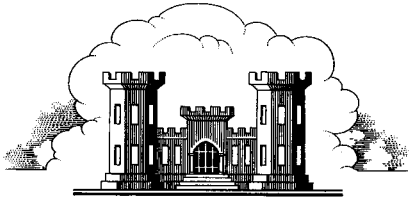
However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR part 330.4(e) and 33 CFR part 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2022, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR part 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the Regulatory Program. If you have any questions, please contact Emma Ross at (805) 350-4157 or via e-mail at Emma.B.Ross@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the [customer survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey) form at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

Sincerely,

Antal Szijj  
Team Lead  
North Coast Branch  
Regulatory Division



**LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH  
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

**Permit Number:** *SPL-2019-00171-EBR*

**Name of Permittee:** *Mark Sandoval, Ventura County Harbor Department*

**Date of Issuance:** *May 1, 2019*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

1) Email a digital scan of the signed certificate to Emma.B.Ross@usace.army.mil  
**OR**

2) Mail the signed certificate to  
U.S. Army Corps of Engineers  
ATTN: Regulatory Division SPL-2019-00171-EBR  
60 S California Street, Suite 201  
Ventura, CA 93001-2598

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

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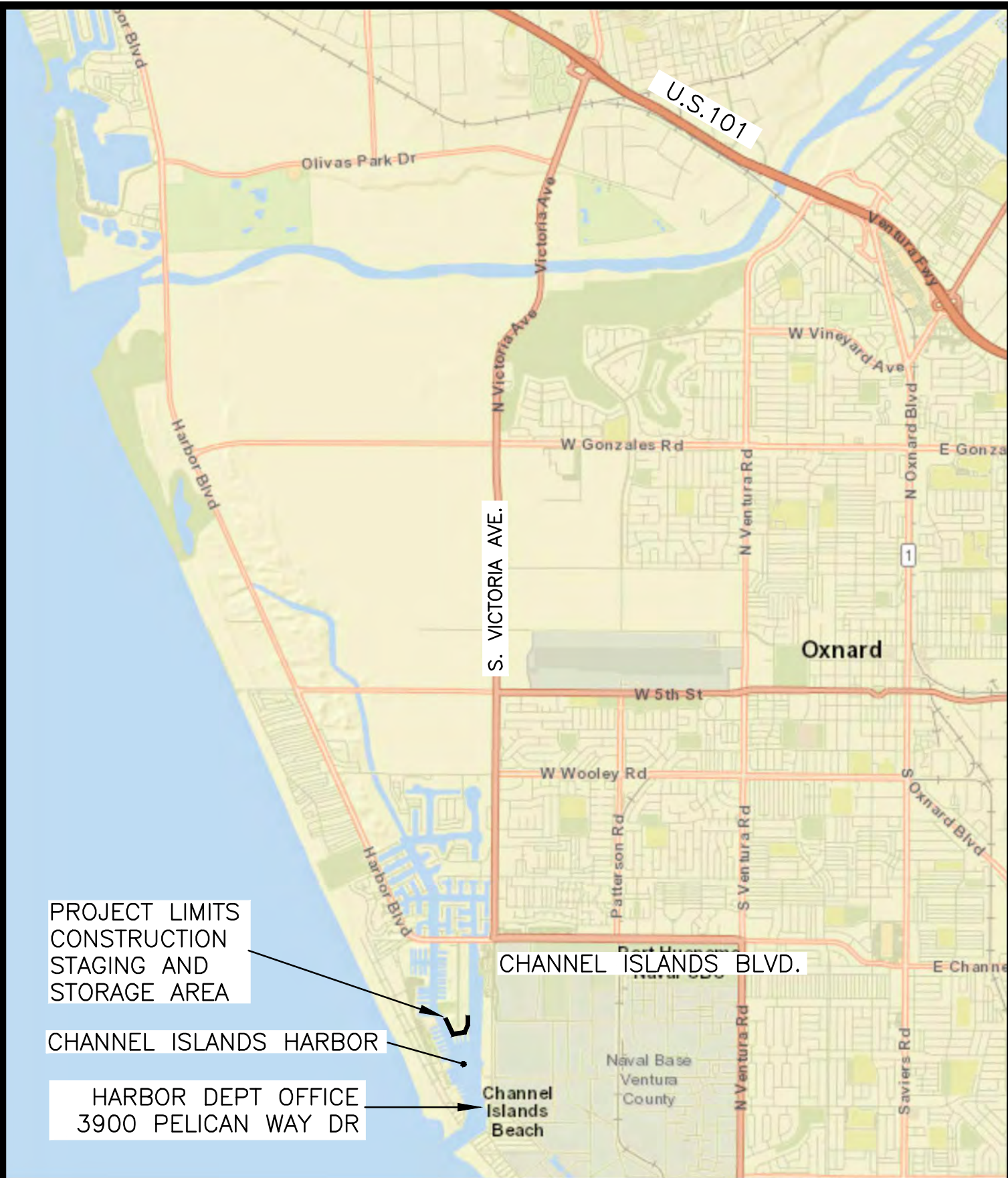
Signature of Permittee

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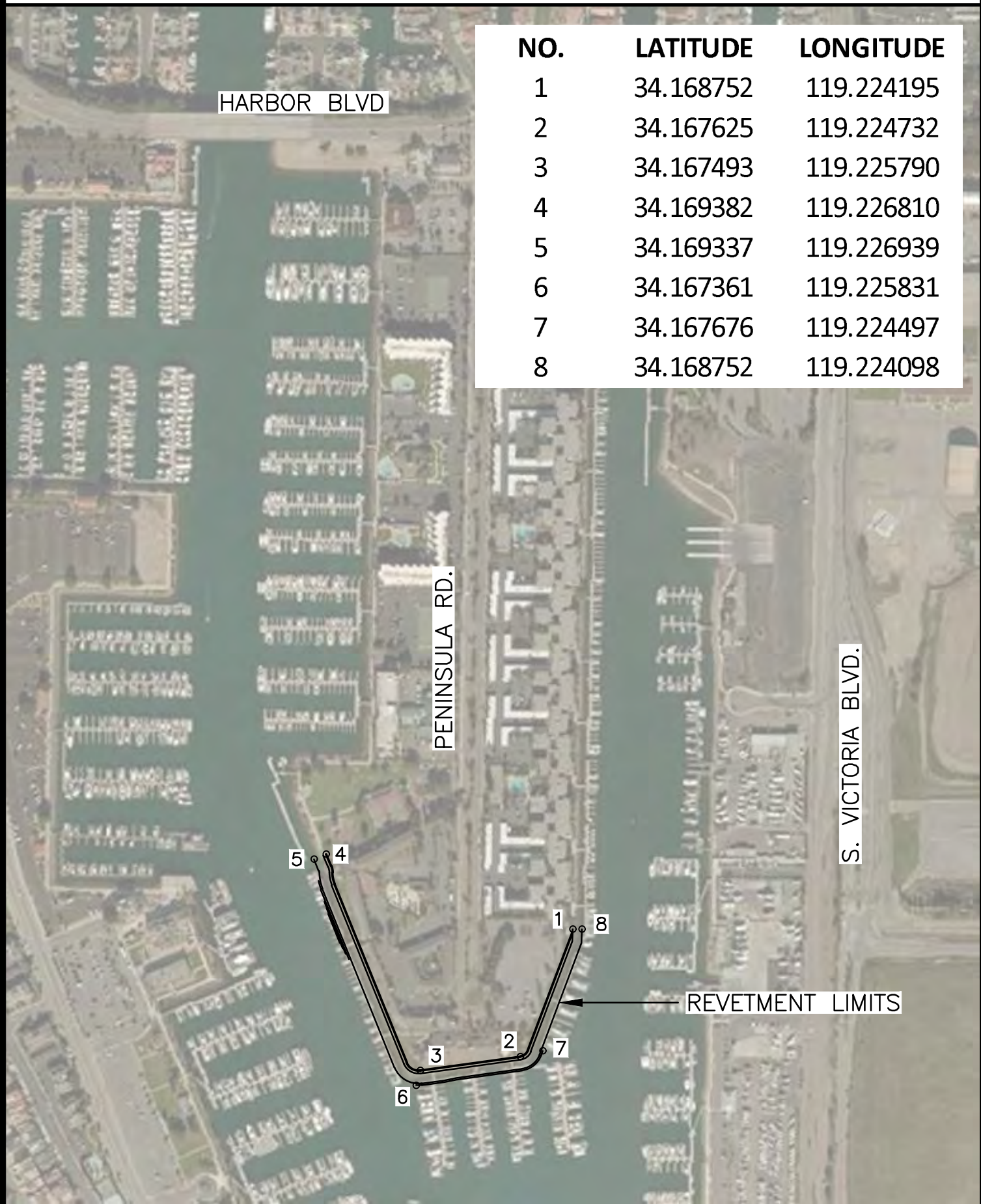
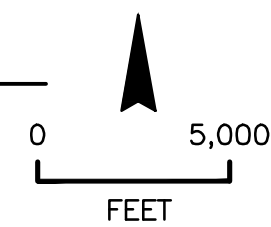
Date



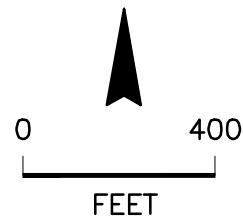
PROJECT DRAWINGS  
FOR  
CHANNEL ISLANDS HARBOR  
PENINSULA REVETMENT REPAIR  
OXNARD, CA 93035



1 SITE LOCATION  
1 SCALE: 1" = 5,000'



NOTE:  
APPROXIMATE LIMITS OF PROJECT SHOWN WITH  
GEOGRAPHIC LATITUDE AND LONGITUDE COORDINATES  
FOR REGULATORY PERMIT PURPOSES ONLY.



2 VICINITY MAP  
1 SCALE: 1" = 400'

INDEX OF SHEETS

NO.	TITLE	NO.	TITLE
1	TITLE SHEET	9	SECTIONS STA 1+80 TO 3+40
2	CONSTRUCTION NOTES	10	SECTIONS STA 3+60 TO 5+20
3	DEMOLITION PLAN	11	SECTIONS STA 5+40 TO 7+00
4	REVTMENT REPAIR PLAN	12	SECTIONS STA 7+20 TO 8+80
5	WEST AND SOUTH REACH PLAN DETAIL	13	SECTIONS STA 9+00 TO 10+60
6	EAST REACH PLAN DETAIL	14	SECTIONS STA 10+80 TO 12+40
7	REVTMENT SECTIONS	15	SECTIONS 12+60 TO 14+20
8	SECTIONS STA 0+00 TO 1+60	16	SECTIONS STA 14+40 TO 16+00

SYMBOLS	
@	AT
°	DEGREES
φ	DIAMETER
(E)	EXISTING
(H)	HORIZONTAL
#	NUMBER
(N)	NEW
±	PLUS OR MINUS/APPROXIMATELY
(V)	VERTICAL

ABBREVIATIONS	
AC	ASBESTOS-CEMENT
ACI	AMERICAN CONCRETE INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
CBC	CALIFORNIA BUILDING CODE
CLR	CLEAR
CONC	CONCRETE
CONT	CONTINUOUS
CSK	COUNTERSINK
DF	DOUGLAS FIR
DI	DUCTILE IRON
DIAG	DIAGONAL
DIAM	DIAMETER
DR	PIPE DIMENSION RATIO (DIAMETER/WALL THICKNESS)
EA	EACH
EF	EACH FACE
EL;ELEV	ELEVATION
EQ SP	EQUALLY SPACED
EW	EACH WAY
FE	FLANGE END
FG	FINISHED GRADE
FH	FLAT HEAD
FL	FLOW LINE
FT	FEET
FT-LBS	FOOT-POUNDS
GLULAM	GLUED LAMINATED TIMBER
HDG	HOT DIPPED GALVANIZED
HDPE	HIGH DENSITY POLYETHYLENE
HMA	HOT MIX ASPHALT
HSS	HOLLOW STRUCTURAL SECTION
HW	HIGH WATER
IN	INCHES
JT	JOINT
L	ANGLE; LEFT; LENGTH
LW	LOW WATER
MAT'L	MATERIAL
MAX	MAXIMUM
MHHW	MEAN HIGHER HIGH WATER
MHW	MEAN HIGH WATER
MIN	MINIMUM
MJ	MECHANICAL JOINT
MLLW	MEAN LOWER LOW WATER
MLW	MEAN LOW WATER
MTL	MEAN TIDE LEVEL
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NO	NUMBER
OC	ON CENTER
PCC	PORTLAND CEMENT CONCRETE
PE	PLAIN END
PL	PLATE
PO	PUSH ON
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
R	RADIUS; RIGHT
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
SCH	SCHEDULE
SS	STAINLESS STEEL
STA	STATION
TOC	TOP OF CURB
TOG	TOP OF GUTTER
TOP	TOP OF PAVEMENT
TYP	TYPICAL
UHMW	ULTRA HIGH MOLECULAR WEIGHT PLASTIC
UNO	UNLESS NOTED OTHERWISE
W/	WITH
WWM	WELDED WIRE MESH



FOR PLAN CHECK



NOBLE CONSULTANTS



2201 DUPONT DRIVE, SUITE 830  
IRVINE, CA. 92612  
949-752-1530  
949-752-8381 (FAX)

NO.	DATE	REVISION

DESIGNED BY	JTM
DRAWN BY	JM
CHECKED BY	---
APPROV. BY	JTM

COUNTY OF VENTURA		SHEET	1 OF 16
TITLE SHEET		JOB NO.	769-18
CHANNEL ISLANDS HARBOR PENINSULA REVETMENT		SCALE	AS SHOWN
		DATE	1/25/2019





DEMOLITION SCHEDULE

NO.	ITEM
D1	REMOVE AND DISPOSE OF CIP CONCRETE GANGWAY LANDINGS, METAL GATES, 32' TIMBER GANGWAYS, AND ASSOCIATED HARDWARE. REMOVE AND ABANDON WATER AND POWER PIPE AND CONDUIT.
D2	REMOVE AND DISPOSE OF ALL PALM TREES (24).
D3	CLEAR AND GRUBB ALL TREES AND SHRUBERY WITHIN LIMITS OF REVETMENT REPAIR AND NEW SIDEWALK CORREDOR IN CONFORMANCE WITH SECTION 300-1 OF THE SSPWC.
D4	REMOVE AND DISPOSE OF ALL MISCELLANEOUS CONCRETE PAVEMENT, POSTS, BOLLARDS, LIGHT POLES, AND ALL OTHER ASSOCIATED IMPROVEMENTS WITHIN LIMITS OF THE REVETMENT REPAIR AND NEW SIDEWALK CORREDOR.

ITEMS TO PROTECT IN PLACE

NO.	ITEM
P1	PRIVATE PROPERTY AND IMPROVEMENTS
P2	MARINA OFFICE BUILDING
P3	FLOATING DOCKS
P4	HMA PAVEMENT, CURB, LANDSCAPE, AND UTILITIES
P5	VALVE BOX

DEMOLITION NOTES:

1. CONTRACTOR SHALL PROVIDE SHORING AS REQUIRED TO PREVENT DAMAGE OR MOVEMENT TO STRUCTURES AND IMPROVEMENTS THAT ARE TO REMAIN.
2. CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN BARRICADES, GUARD RAILS, AND FENCING TO PROTECT THE GENERAL PUBLIC, WORKERS, AND ADJACENT PROPERTY TO THE SATISFACTION OF THE ENGINEER.
3. REMOVE ALL SPECIFIED ITEMS IN THEIR ENTIRETY U.N.O.
4. NEAT STRAIGHT LINE SAWCUTS SHALL BE PROVIDED FOR REMOVAL OF EXISTING PAVEMENT. REMOVE EXISTING PAVEMENT AND CURB AS SPECIFIED IN DEMOLITION PLAN.
5. REMOVE AND TRANSPORT DEBRIS AND RUBBISH IN A MANNER THAT WILL PREVENT SPILLAGE ON SITE, STREETS, AND ADJACENT AREAS. DEMOLISHED ITEMS AND DEBRIS OTHER THAN SOIL SHALL NOT BE LEFT ON THE JOB SITE FOR MORE THAN THREE DAYS. ALL REMOVED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR. CONTRACTOR SHALL DISPOSE OF SUCH MATERIALS OFF THE JOB SITE AT CONTRACTOR'S EXPENSE. DISPOSE OF DEBRIS IN ACCORDANCE WITH SPECIFICATIONS.
6. CLEAR AND GRUB EXISTING VEGETATION WITHIN REVETMENT REPAIR AREA AS REQUIRED.



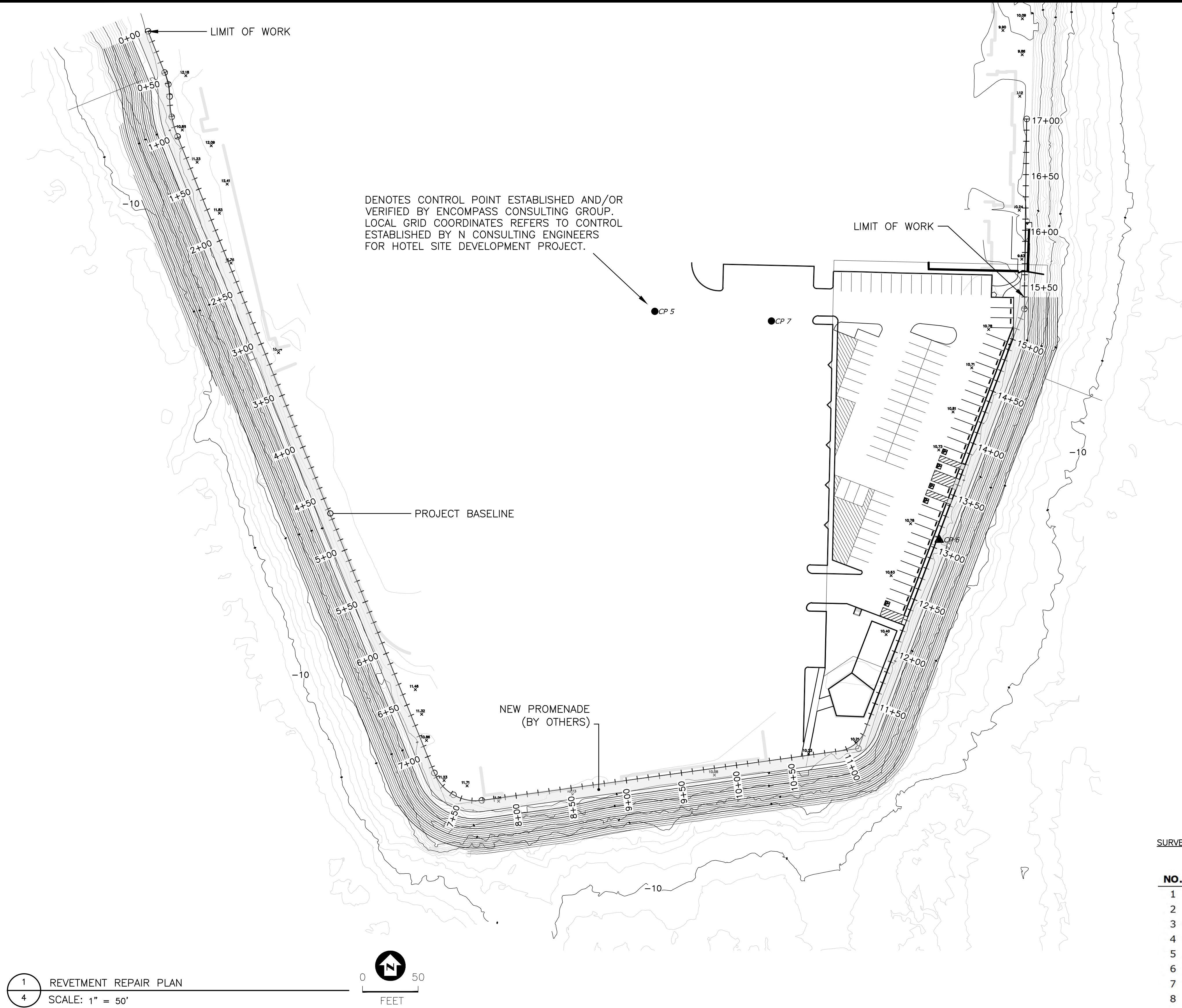
NO.	DATE	REVISION

DESIGNED BY	JTM
DRAWN BY	JM
CHECKED BY	---
APPROV. BY	JTM

COUNTY OF VENTURA		SHEET	3	OF	16
DEMOLITION PLAN		JOB NO.	769-18		
CHANNEL ISLANDS HARBOR PENINSULA REVETMENT		SCALE	AS SHOWN		
		DATE	1/25/2019		

FOR PLAN CHECK





DENOTES CONTROL POINT ESTABLISHED AND/OR VERIFIED BY ENCOMPASS CONSULTING GROUP. LOCAL GRID COORDINATES REFERS TO CONTROL ESTABLISHED BY N CONSULTING ENGINEERS FOR HOTEL SITE DEVELOPMENT PROJECT.

PROJECT BASELINE CONTROL

PI STATION	NORTHING	EASTING	DISTANCE	DIRECTION
0+00.00	1,886,288.17'	6,190,580.50'		
0+51.22	1,886,240.67'	6,190,599.67'	51.218'	S21° 59' 04.88"E
0+80.85	1,886,210.79'	6,190,600.10'	29.887'	S0° 49' 41.42"E
7+47.05	1,885,592.61'	6,190,849.58'	666.620'	S21° 58' 40.16"E
11+10.43	1,885,643.58'	6,191,218.86'	372.778'	N82° 08' 32.97"E
15+29.22	1,886,038.60'	6,191,368.11'	422.277'	N20° 41' 52.00"E
16+99.99	1,886,209.36'	6,191,370.16'	170.772'	N0° 41' 12.10"E

CURVE DATA

	CURVE 1	CURVE 2	CURVE 3	CURVE 4
DELTA	21° 10' 51.5856"	21° 08' 58.7639"	75° 52' 46.8000"	61° 26' 40.9602"
RADIUS	60	100	40	30
LENGTH	22.181	36.913	52.974	32.172
MID-ORD	1.022	1.698	8.454	4.21
CHORD	22.055	36.704	49.187	30.653

APPROXIMATE TIDAL DATUM INFORMATION FOR CHANNEL ISLANDS HARBOR AREA

MHHW	5.46 FT	ELEVATION INFORMATION FOR STA ID 9411270 RINCON ISLAND, CA
MWH	4.70 FT	
MTL	2.85 FT	NOTE: VERTICAL DATUM FOR THIS PROJECT IS NAVD 88.
NGDV29	2.69 FT	
MLW	0.99 FT	ELEV INFORMATION SOURCE: NATIONAL GEODETIC SURVEY PID = EW6485, VM = 3113, STA ID = 9411270
NAVD88	0.09 FT	
MLLW	0.00 FT	

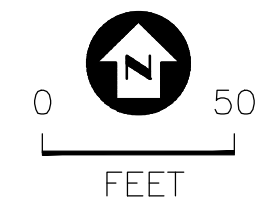
SURVEY NOTES:

- VERTICAL DATUM IS NAVD88.
- DEPTHS SHOWN ARE IN FEET AND WERE COMPILED FROM MULTI-BEAM BATHYMETRIC SURVEYS PERFORMED BY NEARSHORE AND WETLANDS SURVEY JULY 11-13, 2018 FOR THIS PROJECT.
- CONTROL POINT ESTABLISHED AND/OR VERIFIED BY ENCOMPASS CONSULTING GROUP. LOCAL GRID COORDINATES REFERS TO CONTROL ESTABLISHED BY N CONSULTING ENGINEERS FOR HOTEL SITE DEVELOPMENT PROJECT.

SURVEY CONTROL POINTS

NO.	CALIFORNIA STATE PLANE ZONE 5		LOCAL GRID		ELEVATION	DESCRIPTION
	NORTHING	EASTING	NORTHING	EASTING		
1	1,888,645.396	6,191,134.326	14,593.390	23,403.346	10.209	SET SCRIBED X
2	1,888,242.541	6,191,050.219	14,190.522	23,319.254	10.866	SCRIBED X
3	1,886,549.561	6,191,014.994	12,497.503	23,284.101	11.155	SET SCRIBED X
4	1,886,447.967	6,190,518.241	12,395.886	22,787.342	9.812	SET SCRIBED X
5	1,886,036.407	6,191,035.966	11,984.338	23,305.096	12.074	FND MAG NAIL
6	1,885,831.173	6,191,291.581	11,779.111	23,560.726	10.129	SET SCRIBED X
7	1,886,027.671	6,191,140.818	11,975.607	23,409.950	11.808	FND SCRIBED X 5404
8	1,888,565.655	6,190,554.832	14,513.622	22,823.842	34.62	SET SCRIBED X

1 REVETMENT REPAIR PLAN  
4 SCALE: 1" = 50'



**NOBLE CONSULTANTS**

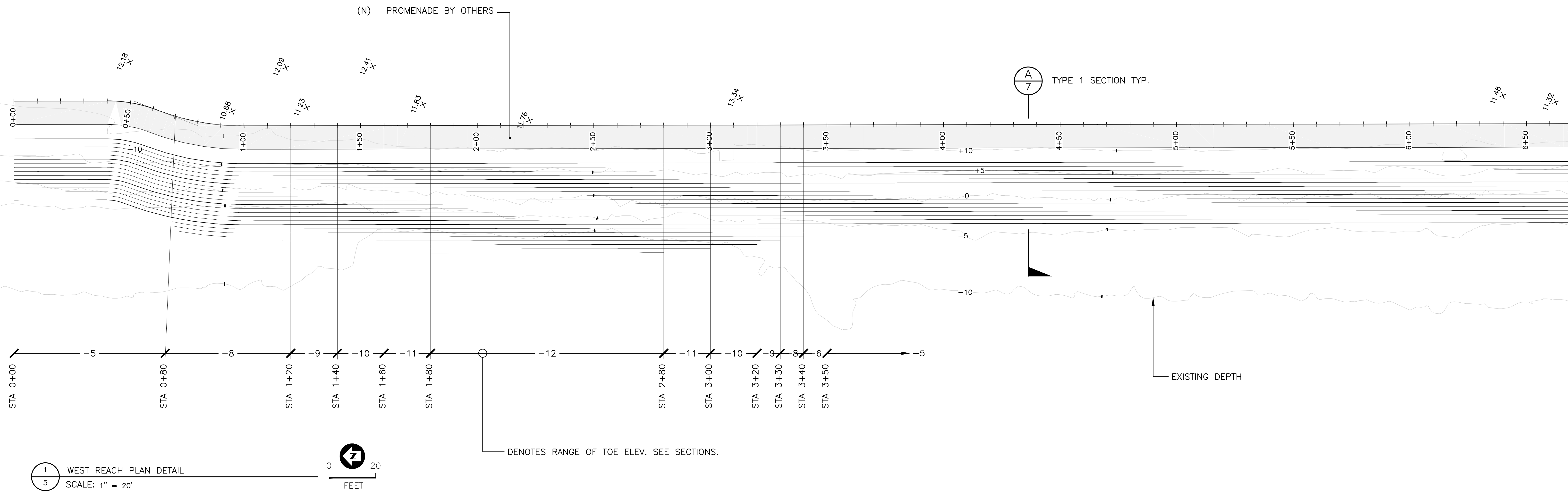


2201 DUPONT DRIVE, SUITE 830  
IRVINE, CA. 92612  
949-752-1530  
949-752-8381 (FAX)

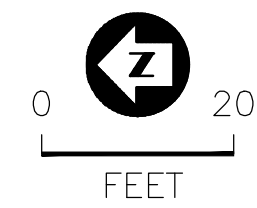
NO.	DATE	REVISION	DESIGNED BY	JTM	COUNTY OF VENTURA		SHEET	4	OF	16
			DRAWN BY	JM	REVETMENT REPAIR PLAN		JOB NO.	769-18		
			CHECKED BY	JTM			SCALE	AS SHOWN		
			APPROV. BY	JTM	CHANNEL ISLANDS HARBOR PENINSULA REVETMENT		DATE	1/25/2019		

FOR PLAN CHECK

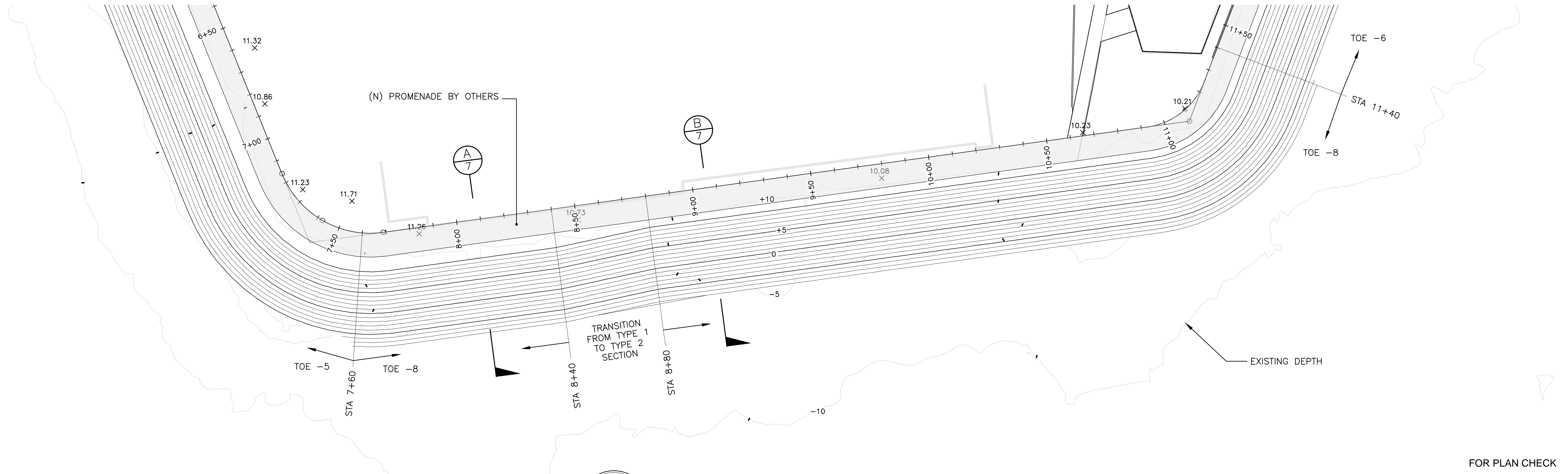
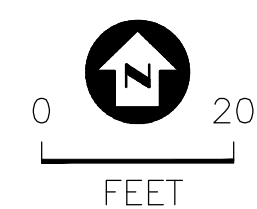




1  
5 WEST REACH PLAN DETAIL  
SCALE: 1" = 20'



2  
5 SOUTH REACH PLAN DETAIL  
SCALE: 1" = 20'



**NOBLE CONSULTANTS**



2201 DUPONT DRIVE, SUITE 830  
IRVINE, CA 92612  
949-752-1530  
949-752-8381 (FAX)

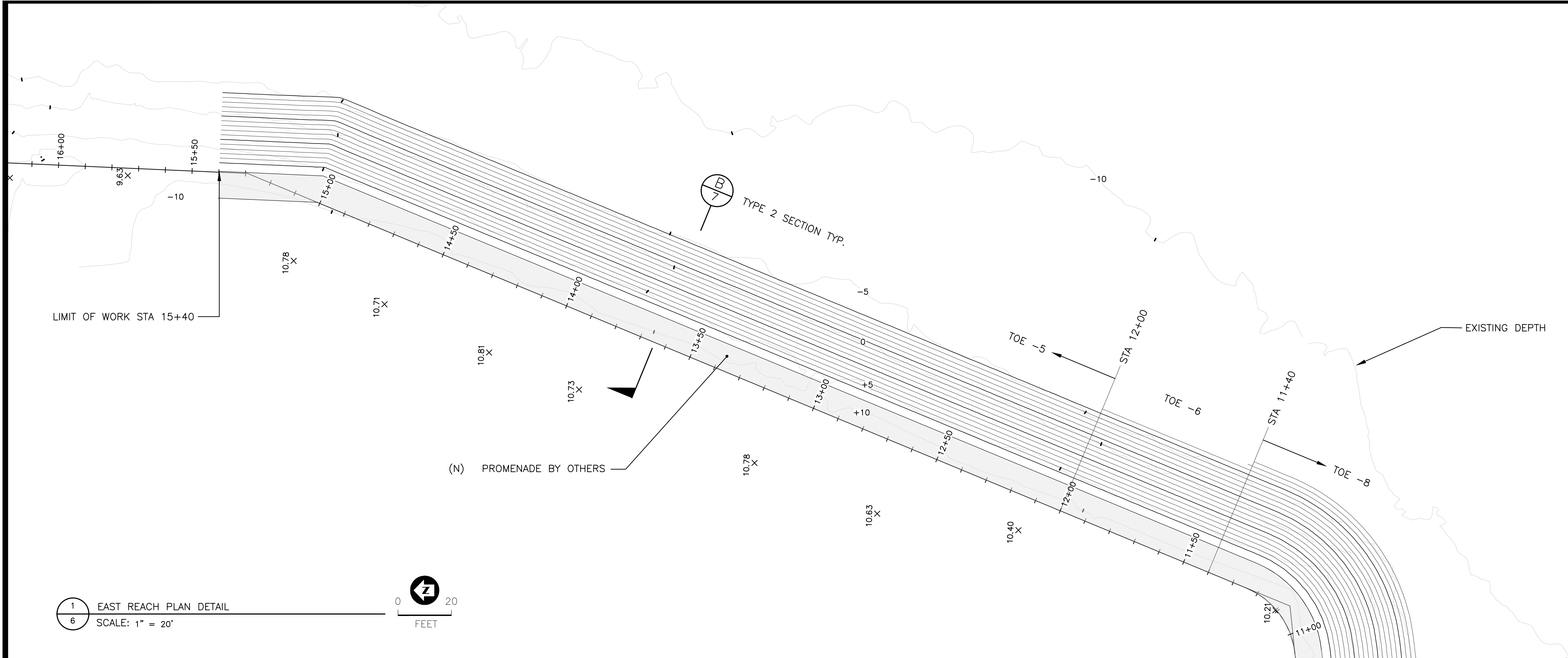
NO.	DATE	REVISION

DESIGNED BY	JTM
DRAWN BY	JM
CHECKED BY	JTM
APPROV. BY	JTM

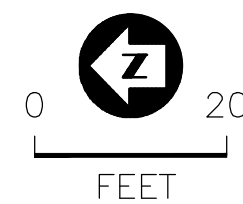
COUNTY OF VENTURA
WEST AND SOUTH REACH PLAN DETAIL
CHANNEL ISLANDS HARBOR PENINSULA REVETMENT

FOR PLAN CHECK

SHEET	5 OF 16
JOB NO.	769-18
SCALE	AS SHOWN
DATE	1/25/2019



1 EAST REACH PLAN DETAIL  
6 SCALE: 1" = 20'



**NOBLE CONSULTANTS**



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NO.	DATE	REVISION

DESIGNED BY	JTM
DRAWN BY	JM
CHECKED BY	JTM
APPROV. BY	JTM

COUNTY OF VENTURA	SHEET 6 OF 16
EAST REACH PLAN DETAIL	JOB NO. 769-18
CHANNEL ISLANDS HARBOR PENINSULA REVETMENT	SCALE AS SHOWN
	DATE 1/25/2019

FOR PLAN CHECK



## **Enclosure 1: NATIONWIDE PERMIT NUMBER(S) NWP 3 Maintenance**

### **1. Nationwide Permit(s) NWP 3 Maintenance Terms:**

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects. Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)) Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

**2. General Conditions:** The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species

Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including

previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to

determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g.,

conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be



addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions

added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity’s compliance with the terms and conditions of the NWPs, including the need for

mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### **3. Regional Conditions for the Los Angeles District:**

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, including designated critical habitat for such species, the permittee shall design all new or substantially reconstructed linear transportation crossings (e.g. roads, highways, railways, trails, bridges, culverts) to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-54 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the Los Angeles District shall be notified in accordance with General Condition 32 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/Missions/Regulatory/PermitProcess.aspx>. In addition, unless specifically waived by the Los Angeles District, the PCN shall include:
  - a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;

- b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings shall follow the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (Feb 2016), or most recent update (available at the South Pacific Division website at:  
<http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/> );
  - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
  - d. Delineation of aquatic resources in accordance with the current Los Angeles District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (available at:  
<http://www.spl.usace.army.mil/Missions/Regulatory/Jurisdictional-Determination/>).
4. Submission of a PCN pursuant to General Condition 32 and Regional Condition 3 shall be required for specific regulated activities in the following locations:
- a. All perennial waterbodies and special aquatic sites throughout the Los Angeles District as well as intermittent waters within the State of Arizona for any regulated activity that would result in a loss of waters of the United States. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council, and that would result in an adverse effect to EFH, in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. EFH Assessment Guidance and other supporting information can be found at:  
[http://www.westcoast.fisheries.noaa.gov/habitat/fish\\_habitat/efh\\_consultations\\_go.html](http://www.westcoast.fisheries.noaa.gov/habitat/fish_habitat/efh_consultations_go.html).
  - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
  - d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.



- e. The Murrieta and Temecula Creek watersheds in Riverside County, California for any regulated activity that would result in a loss of waters of the U.S. The definition of “loss of waters of the United States” for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - f. All waterbodies designated by the Arizona Department of Environmental Quality as Outstanding Arizona Waters (OAWs), within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated OAW, and on tributaries to OAWs within 1600 meters of the OAW (see <http://www.azdeq.gov/index.html>).
  - g. All waterbodies designated by the Arizona Department of Environmental Quality as 303(d)-impaired surface waters, within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated impaired surface water, and on tributaries to impaired waters within 1600 meters of the impaired water (see <http://www.azdeq.gov/index.html>).
- 5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 32 and Regional Condition 3.
  - 6. Within the Murrieta Creek and Temecula Creek watersheds in Riverside County the use of NWPs 29, 39, 42 and 43, and NWP 14 combined with any of those NWPs shall be restricted. The loss of waters of the U.S. cannot exceed 0.25 acre. The definition of “loss of waters of the United States” for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - 7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
  - 8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWPs within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWPs are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.
  - 9. Any requests to waive the applicable linear foot limitations for NWPs 13, 21, 29, 39, 40 and 42, 43, 44, 51, 52, and 54, must include the following:
    - a. A narrative description of the affected aquatic resource. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or

scour marks) or Mean High Water Line; a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.

- b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 32 and Regional Condition 3;
- c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
- d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

**4. Further information:**

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - (x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (x) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this authorization.
  - (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - (b) This permit does not grant any property rights or exclusive privileges.
  - (c) This permit does not authorize any injury to the property or rights of others.
  - (d) This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - (d) Design or construction deficiencies associated with the permitted work.
  - (e) Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- (a) You fail to comply with the terms and conditions of this permit.
  - (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.