



CITY OF UPLAND  
460 NORTH EUCLID AVENUE  
UPLAND, CALIFORNIA 91786

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**SPECIFICATIONS  
FOR  
PROJECT No. 7071 & 7080  
BID No. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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Prepared in the Office of the  
Public Works Department  
Engineering Division  
1370 North Benson Avenue  
Upland, CA 91786  
TEL (909) 291-2930, FAX (909) 291-2974

Bids are due at 3:00 PM, September 1, 2020, at the office of the CITY CLERK  
460 N. Euclid Avenue, Upland, California

Approved:   
Engineering Manager

Date: 8/13/2020

RCE No.: 65272

Exp. Date: 9/30/2021



## **NOTICE INVITING SEALED BIDS OR PROPOSALS**

NOTICE IS HEREBY GIVEN that the City of Upland ("City") will receive at the Office of the City Clerk in the City Hall of the City of Upland, 460 N. Euclid Avenue, Upland, California, on or before the hour of **3:00 o'clock P.M.** on the **1st** day of **September, 2020** , sealed bids or proposals for the Construction of:

**Project No. 7071 & 7080**  
**Bid No. 2020-04**  
**Citywide Concrete Repairs 2018-2019 & 2019-2020**

in said City. Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the City of Upland and marked: Bid for Construction of:

**Project No. 7071 & 7080**  
**Bid No. 2020-04**  
**Citywide Concrete Repairs 2018-2019 & 2019-2020**

**A non-mandatory Pre-Bid meeting is scheduled on August 25, 2020, at 10:00 AM, located at the Public Works Yard, 1370 N. Benson Avenue, Upland, CA 91786.**

The City Clerk's Clock is the prevailing clock, and bids received after the time indicated will be returned unopened. Bids shall be valid for a period of forty five (45) calendar days from the date of the bid opening.

**PREVAILING WAGE:** Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay 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. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk, 460 North Euclid Avenue, Upland, California, and are available to any interested party on request, or online at [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr). The successful Bidder shall post these rates at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in § 1776, 1777.5, and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

**SUBCONTRACTED WORK:** The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000),

whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by City to be submitted may be submitted with the bid, or may be submitted to City up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

**INELIGIBLE CONTRACTORS:** The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.7 of the Labor Code.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

**YOU MUST SUBMIT** with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the City of Upland in an amount equal to at least ten percent (10%) of the total bid price as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the City of Upland. If the City of Upland awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. The City has determined that Contractor shall possess, at time of bid, any and all contractor's licenses, in form and class as required by any and all applicable laws with respect to any and all of the work to be performed under this contract including a **Class "A" License (General Engineering Contractor) or a Class "C-8" License (Concrete Contractor)**.

The work is to be performed in accordance with the plans and specifications on file in the Engineering Division of the City of Upland Public Works Department, located at 1370 N. Benson Avenue, Upland, California. Copies of the plans and specifications will be furnished upon application to the City and payment of **\$20.00** which sum is nonrefundable. **Please make checks payable to the City of Upland.** Upon written request, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with a nonrefundable payment of **\$25.00** to cover mailing charges and overhead. Digital copies of the contract documents are available for download at the following website: <http://www.ci.upland.ca.us/#RFPs & Bids> . It is the responsibility of each perspective bidder to check the website on a daily basis through the close of bids for any

applicable addenda or updates, and to furnish the City with current perspective bidder contact information for distribution of any and all addenda or updates. A perspective bidder must provide the City with the firm's name, mailing address, telephone and facsimile numbers, a contact person, and a valid email address. Failure to provide the City with a valid email address and facsimile number may result in late notification. Addenda and Requests for Information (RFI) responses will be issued via facsimile, email, website, standard postal mail, or any combination thereof, and only to bidders that provide the required information to the City. **All requests for information (RFI) shall be in written form and shall be directed and sent no later than August 26, 2020 by 1:00 PM to:**

**Kirk Swanner, Associate Engineer**  
**1370 N. Benson Avenue**  
**Upland, CA 91786**  
**(909) 291-2938**  
**(909) 291-2974 Fax**  
[kswanner@ci.upland.ca.us](mailto:kswanner@ci.upland.ca.us)

The Contractor may, upon the Contractor's written request and the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention). The procedure and requirements for substituting said securities is set forth in Public Contract Code section 22300 which is incorporated by this reference as set forth herein.

The successful bidder will be required to enter into a contract satisfactory to the City of Upland. The City of Upland reserves the right to reject any bid or all bids, and to waive any informality or irregularity in any bid, and to make awards in the interest of the City.

**Publish:           Friday, August 14, 2020**  
**Friday, August 21, 2020**

**PROJECT NO. 7071 & 7080**  
**CITYWIDE CONCRETE REPAIRS 2018-2019 & 2019-2020**

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## **NOTICE TO BIDDERS**

**The City of Upland is accepting bids for  
CITYWIDE CONCRETE REPAIRS 2018-2019 & 2019-2020  
PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

Bids will be received at the Office of the City Clerk in the City Hall of the City of Upland, on or before the hour of 3:00 o'clock P.M. on the **1<sup>st</sup> day of September, 2020.**

**A non-mandatory Pre-Bid meeting is scheduled on August 25, 2020, at 10:00 AM, located at the Public Works Yard, 1370 N. Benson Avenue, Upland, CA 91786.**

If further information is needed regarding this work, please contact:

**Kirk Swanner, Associate Engineer  
City of Upland Public Works Department  
Engineering Division  
P.O. Box 460  
1370 North Benson Avenue  
Upland, CA 91786**

**TEL (909) 291-2938  
FAX (909) 291-2974  
E-MAIL: [kswanner@ci.upland.ca.us](mailto:kswanner@ci.upland.ca.us)**

Monday through Thursday from 7:00 A.M. to 6:00 P.M.

**All questions shall be in writing, deadline for Pre-bid RFI is August 26, 2020 at 1:00 P.M.**

All persons obtaining bid packets should immediately supply the City with his or her facsimile telephone number in order that addenda and other information may be transmitted as rapidly as possible. **FAILURE TO PROVIDE SUCH A NUMBER MAY RESULT IN LATE NOTIFICATION.**



# PROPOSAL

FOR

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018-2019 & 2019-2020**

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## CONTRACTOR'S PROPOSAL

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
State License Number

\_\_\_\_\_  
DIR Registration Number

City of Upland  
460 North Euclid Avenue  
Upland, California 91786

Ladies and Gentlemen:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for **Project No. 7071 & 7080, Citywide Concrete Repairs 2018-2019 & 2019-2020, Bid No. 2020-04**, and read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items (Bidding Form).

All persons or parties submitting a bid proposal on the project shall complete the accompanying Bidding Form, Bid Bond, Declaration Of Eligibility To Contract, Non-Collusion Affidavit, Prebid Site Inspection Certification, List of Proposed Subcontractors. The list of subcontractors shall include the Item Number (as specified in the "Schedule of Work Items") to be done by the subcontractor. Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the listed subcontractor proposed to perform the Item of Work at its entirety. All Subcontractors are required to obtain a City of Upland Business License before a Notice to Proceed may be issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the City. If the City awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **ninety (90) working days** from the execution of the first contract.

**BIDDING FORM**  
**CITYWIDE CONCRETE REPAIRS**  
**2018-2019 & 2019-2020**

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

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

**BASIC BID**

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
1	Traffic Control, Public Convenience & Safety	1	LS	\$	\$
2	Construction Survey	1	LS	\$	\$
3	Storm Water Pollution Prevention Plan & Implementation	1	LS	\$	\$
4	Remove Existing & Reconstruct PCC Curb ( CF=8" to 10" ) & Gutter ( W=18" ) per APWA Standards, including Pavements	2,125	LF	\$	\$
5	Remove and Reconstruct 4"-thick PCC Sidewalk per APWA Standards	36,400	SF	\$	\$
6	Remove Existing & Reconstruct PCC Residential Driveway Approach per APWA Standards	4,250	SF	\$	\$
7	Remove & Reconstruct PCC Spandrel / Cross Gutter per APWA Standards	860	SF	\$	\$
8	Remove Existing and Reconstruct PCC ADA Curb Ramp per APWA Std. Plan 111-5, Type 3 Modified, with Detectable Warning Device (yellow)	33	EA	\$	\$
9	Furnish and Install Detectable Warning Device Only	14	EA	\$	\$
10	Saw-cut, Remove existing and Install AC pavement (one inch thicker than existing, minimum of 4-inches, whichever is greater) in two lifts (Base Course and Cap)	315	SF	\$	\$
11	Parkway Clearing, Grading, and Restoration on Sidewalk Replacement	10,930	SF	\$	\$
<b>TOTAL BASE BID</b>		(In Figures)			\$
<b>(ITEMS 1-65)</b>		(In Words) _____			

NOTE:

1. Determination of the lowest bidder will be based upon the **“TOTAL BASIC BID”** PRICE INDICATED IN THE Bid Schedule above.
2. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
3. The price bid shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 45 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
5. Unbalanced bids will be considered sufficient grounds for rejection of the entire bid. An unbalanced bid is defined as a bid containing lump sum or unit bid items which do not reasonably reflect actual costs, plus reasonable share of the anticipated profits, overhead costs, and other indirect costs attributable to the performance of the work in question.
6. The quantities listed in the above Bid Form are estimates shown for bid comparison only. Payment will be made at the Contract Unit Price for the actual quantities constructed, based upon field measurements or certified weight tickets where appropriate. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
7. The City reserves the right to delete one or more bid items, and/or to increase or decrease the quantities of any bid item.

The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Date of Expiration

(Seal – if Bid is by a Corporation)

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Amount of Certified Check or Bid Bond

\_\_\_\_\_  
Name of Bonding Company

Bond No. \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Upland, California ("City") has issued an invitation for bids for the work described as follows: **Project No. 7071 & 7080 – Citywide Concrete Repairs 2018-2019 & 2019-2020, Bid No. 2020-04.**

WHEREAS \_\_\_\_\_

\_\_\_\_\_  
(Name and address of bidder)

("Principal"), desires to submit a bid to City for the work.

WHEREAS, bidders are required to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and that the said Surety's Office is located at:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

and the California Licensed Resident Agent for said Surety is:

Name \_\_\_\_\_

Insurance Agent's License No. \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being not less than ten percent (10%) of the total bid price, including alternates, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a Contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



**DECLARATION OF ELIGIBILITY TO CONTRACT**  
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
at \_\_\_\_\_, California.  
(place of execution)

Signature \_\_\_\_\_

Name (print or type) \_\_\_\_\_

Title \_\_\_\_\_

Name of company \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

To: The City of Upland:

State of California )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that

he or she is \_\_\_\_\_ of \_\_\_\_\_

the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly 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 of 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.

\_\_\_\_\_  
Signature

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the County  
of \_\_\_\_\_, State of California.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.



The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may consent to the substitution of another person as subcontractor:
  1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, based upon the general terms, conditions, Plans and Specifications for the project involved or the terms of such Contractor's written bid, is presented to him by the Contractor, or
  2. When the listed subcontractor becomes bankrupt or insolvent, or
  3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
  4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor, or
  5. When the Contractor demonstrates to the City that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
  6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
  7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the Plans and Specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which his/her original bid did not designate a subcontractor.
- D. Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five (5) working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he/she claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

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

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, of (1) canceling this Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

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## PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

\_\_\_\_\_

\_\_\_\_\_

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

Persons who inspected site of the proposed work for your firm:

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

# **A G R E E M E N T**

KNOW ALL MEN BY THESE PRESENTS: The following Agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR" and the CITY OF UPLAND, hereinafter referred to as "CITY."

## **A. Recitals.**

- (i) WHEREAS, Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice; and,
- (ii) WHEREAS, CITY did accept the bid of CONTRACTOR as the lowest responsible bidder; and,
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of **Project No. 7071 & 7080: Citywide Concrete Repairs 2018-2019 & 2019-2020, Bid No. 2020-04**, ("the project" hereinafter).

## **B. Terms.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for construction of **Project No. 7071 & 7080: Citywide Concrete Repairs 2018-2019 & 2019-2020, Bid No. 2020-04** ("Project"). The project shall be performed by Contractor in accordance with Notice Inviting Bids, Proposal for the Project, Specifications, General Provisions, Special Provisions, Plans, Permits, and Bidder's Response. Contractor shall complete the tasks according to the schedule of performance which is set forth in the contract documents.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** Notice Inviting Bids, Proposal for the Project, Specifications, General Provisions, Special Provisions, Plans, Permits, and Bidder's Response are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Resolution Inviting Bids attached hereto, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3. TERMS OF CONTRACT:

a. The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of the project within **ninety (90) Working days** from the execution of the first contract. CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$250.00** dollars for each calendar day the project remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under this Agreement. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

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

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.

- (5) Automobile - Bodily Injury \$1,000,000 each person; \$1,000,000 each accident.
  - (6) Automobile - Property Damage \$500,000 each accident.
- c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
  - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated "A" or better according to the most recent A.M. Best Company Rating Guide;
  - (2) Name as additional insured the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
  - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;
  - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
  - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

5. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay 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. In that regard, the Director of the Department of Industrial Relations of the State of California is required and has determined such general prevailing rates of per diem wages. Copies may be obtained from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. CONTRACTOR shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONTRACTOR also shall cause a copy of such determinations to be posted at the job site.

CONTRACTOR shall forfeit, as penalty to CITY, not more than the amount prescribed by California Labor Code Section 1775 for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code and Davis-Bacon Act.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

§ 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and subcontractors under him shall comply with the requirements of §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773.8.

9. CONTRACTOR'S LIABILITY: The City of Upland and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the Project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, or its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the Project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY, its officers, officials, employees and volunteers harmless from any and all actions, claims, demands, losses, damages to persons or property, penalties, obligations, or liabilities including attorneys' fees and expert witness expenses that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations,

or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Any money due to the CONTRACTOR under and by virtue of this Agreement as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

10. DEFAULT BY CONTRACTOR: In addition to any other remedy provided by law, the City may require CONTRACTOR to obtain a bond in the amount determined by the City for completion of the Project.

11. INDEPENDENT CONTRACTOR:

- a. CONTRACTOR is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- b. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for City. City

shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

- c. **PERS Eligibility Indemnification:** In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONTRACTOR shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. **NONDISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

13. **INELIGIBLE SUBCONTRACTORS:** The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to §§ 1777.1 and 1777.7 of the Labor Code.

14. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with Contractor's Proposal dated \_\_\_\_\_, 20\_\_.

15. **WAIVER:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

16. **CONSTRUCTION:** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed

as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17. COSTS: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

18. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

19. RELEASE OF INFORMATION:

a. All information gained by CONTRACTOR in performance of this Agreement shall be considered confidential and shall not be released by CONTRACTOR without City's prior written authorization. CONTRACTOR, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives City notice of such court order or subpoena.

b. CONTRACTOR shall promptly notify City should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

20. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Upland

460 North Euclid Avenue  
Upland, California 91785  
Attention: City Manager

To CONTRACTOR:

**Place Company Name**  
**Address**  
**Contact Person Info Here**

Additionally, CONTRACTOR shall provide an emergency phone number to the City where its point of contact may be reached at any time by City in the event of an emergency.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California  
Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

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

Contractor's  
Business Phone \_\_\_\_\_

Emergency Phone at which  
Contractor can be reached  
at any time \_\_\_\_\_

CITY OF UPLAND,  
A Municipal Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mayor  
By: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney



# **GENERAL PROVISIONS**

FOR

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**PROJECT No. 7071 & 7080  
BID No. 2020-04**

**CITY WIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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## CITY OF UPLAND GENERAL PROVISIONS

The Standard Specifications for the City of Upland shall be the latest edition of the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), 2015 EDITION** (sometimes hereinafter referred to as the *Greenbook*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for the following amendments, deletions and modifications.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction shall be resolved by the Engineer, whose decision shall be final.

### **Modifications to the Standard Specifications for Public Works Construction.**

The following amendments, additions and deletions shall be incorporated into the Green Book:

### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS**

#### **1-2 Definitions.**

Agency - The City of Upland.

Board - The City Council of the City of Upland or the Board of Directors of Successor Agency to the Upland Community Redevelopment Agency.

Clerk or City Clerk - The City Clerk of the City of Upland.

Engineer or City Engineer - The City Engineer of the City of Upland or his or her designee.

Laboratory - The official testing laboratory of the Agency or other laboratories designated, in writing, by the Engineer.

#### **1-3.3 Institutions**

A.P.W.A. - The latest American Public Works Association

A.S.C.E. - The latest American Society of Civil Engineers

A.S.M.E. - The latest American Society of Mechanical Engineers

#### **1-6 - Proposal Requirements and Conditions**

A new **Section 1-6** hereby is **added** to Section 1 of the Greenbook, as follows:

##### **1-6.1 Availability of Plans and Specifications:** Plans and specifications may be examined at the Office of the Purchasing Coordinator. Copies of the plans and specifications are available at the Office of the Purchasing Coordinator. Copies of the Notice to Bidders and proposal forms may be obtained from the Purchasing Coordinator.

- 1-6.2 Approximate Estimate:** The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of Bidders and for comparison of bids and is not guaranteed to be correct by the Agency to be the entire amount.
- 1-6.3 Examination of Plans, Specifications and Site of the Work.** Prior to the submittal of a bid response, the Bidder shall examine the Site of the Work along with reviewing the Specifications, Plans, Notice Inviting Bids, Project Proposal, General Provisions, Special Provisions, and the Contract/Agreement.
- 1-6.4 Proposal Form:** All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal will be considered a non-responsive bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give his address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions, and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.
- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- 1-6.5 Rejection of Proposals Containing Alterations or Irregularities:** Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.
- 1-6.6 Proposal Guaranty:** All bids shall be presented in a sealed envelope and shall be accompanied by "Proposal Guaranty" made payable to the Agency and for an amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.
- 1-6.7 Withdrawal of Proposals:** Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.
- 1-6.8 Disqualification of Bidders:** More than one proposal from an individual, a firm or partnership, a Corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

- 1-6.9 Competency of Bidders:** Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California and evidence of such license shall be presented to the Engineer on request. The Engineer may require the Bidder to present satisfactory evidence that he has sufficient experience and that he is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.
- 1-6.10 Material Guaranty:** Before any contract is awarded, Bidders may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.
- 1-6.11 Progress Schedule:** The successful bidder shall submit a progress schedule showing thereon the time he proposes to occupy in prosecuting the various major divisions of the work and his proposed sequence of operations.

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

Section 2-1 of the *Greenbook* hereby is amended to read as follows:

### 2-1 Award and Execution of Contract

- 2-1.1 Consideration of Bids:** Bids will be opened publicly by the Purchasing Coordinator or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work if, in the judgment of the Board, the best interest of the Agency will be promoted thereby.

- 2-1.2 Award of Contract:** The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within forty-five (45) calendar days after the opening of the proposals.

**No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

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

- 2-1.3 Return of Proposal Guarantees:** All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of the rejection.

- 2-1.4 Execution of Contract:** The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

**Section 2-4** of the Greenbook dealing with the "Payment Bond" (Labor and Material Bond) is hereby **amended** as follows. Payment bond shall be:

1. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars (\$5,000,000).
2. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars (\$5,000,000) and does not exceed ten million dollars (\$10,000,000).
3. Twenty-five percent of the total amount payable by the terms of the contract if the contract exceeds ten million dollars (\$10,000,000).

In all other respects, Subsection 2-4 shall remain unchanged.

## **2-9 Surveying**

**2-9.1 Permanent Survey Markers:** Section 2-9.1 of the *Greenbook* shall be replaced with the following:

The Contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks. The Contractor's Registered Land Surveyor, or Registered Civil Engineer authorized to practice land surveying, 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 Engineer, 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 Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. The Contractor's surveyor shall file all Corner records with the County of San Bernardino, with all costs paid by the Contractor.

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 seven (7) days of finished paving unless otherwise required by the Agency.

**2-9.2 Survey Service:** Section 2-9.2 of the *Greenbook* shall be amended to include the following paragraph:

The Contractor is responsible to hire a Registered Civil Engineer or a Licensed Land Surveyor authorized to practice land surveying within the State of California to provide construction surveying and staking at the expense of the Contractor.

## **2-11 Inspection**

Section 2-11 of the *Greenbook* shall be amended to include the following:

The Contractor shall give the Engineer notice of the time when he or his subcontractors will start the various units of operations of the work. Notice shall be given at least forty-

eight (48) hours in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of his representative or inspector on the work. Any work performed by the Contractor or his subcontractors in conflict with said notice shall be removed if so ordered by the Engineer or his representative or inspector on the work.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity.

### **SECTION 3. CHANGES IN WORK**

Section 3-3.2.3 of the Greenbook shall be replaced in its entirety with the following:

#### **3-3.2.3 Markup**

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the entire markup for all overhead and profits:

1. Labor ..... 15%
2. Materials ..... 10%
3. Equipment Rental..... 8%
4. Other Items and Expenditures ..... 5%

To the sum of the costs and markups provided for in this subsection, 1% shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or 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 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on the work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

### **SECTION 4. CONTROL OF MATERIALS - [No Changes]**

### **SECTION 5. UTILITIES - [No Changes]**

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

#### **6-7.2a Construction Schedule and Commencement of Work**

A new **Section 6-7.2.1** is added to the Greenbook:

**6-7.2.1 Working Hours:** Working hours shall be limited to 7:00 a.m. and 3:30 p.m. unless otherwise authorized, in writing, by the Engineer.

**SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR**

Section 7.0 of the Greenbook is hereby added to read as follows:

- 7.0** All references in Section 7 to the Division of Industrial Safety shall mean the State Division of Occupational Safety and Health, or its successor agency or agencies.

Section 7-2.1 of the Greenbook is hereby amended to include the following paragraphs as follows:

- 7-2.1 General:** The Contractor shall keep himself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Agency, the Board and the Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any such discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Section 7-2.1.2 of the Greenbook is amended to read as follows:

- 7-2.1.2 Apprentices:** In accordance with the provisions of § 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Section 7-2.2 of the Greenbook is amended to read as follows:

- 7-2.2 Prevailing Wage:** Notice is hereby given that in accordance with the provisions of California Labor Code, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay 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 holidays and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies may be obtained from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. The Contractor also shall cause a copy of such determinations to be posted at the job site.

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).**

The Contractor shall forfeit, as penalty to the Agency, not more than the amount prescribed by Labor Code Section 1775 for each laborer, worker or mechanic employed for each calendar day or portion thereof such laborer, worker or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

Section 7-2.2.1 through 7-2.2.5 of the Greenbook is added to read as follows:

- 7-2.2.1 Taxes:** Bidder shall include all applicable taxes in the amount bid, including, but not limited to, State Sales Tax, Federal Excise Tax, and any other applicable taxes collected by the City and/or County.

The Agency is exempt from the Federal Excise Tax and exception certificates will be furnished. In certain instances, the bidder and subcontractor may be liable for Federal Excise Tax. Bidder must determine whether Federal Excise Tax is chargeable to him and, if so, the amount of the tax should be included in the amount bid.

Any new or additional taxes levied after the adoption of these specifications that are payable by the Agency are not to be included in the price bid, but added thereto when invoiced.

- 7-2.2.2 Responsibility for Damage:** The Agency, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to persons or property which may be the result of this contract and for which the Agency might be held liable. He shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The Board may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

- 7-2.2.3 Contractor's Responsibility for Work:** Until the formal acceptance of the work by the Engineer, the Contractor shall have the charge and care thereof except as provided in § 7-2.2.2 and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by acts of war.

- 7.2.2.4 Correction for Errors, Recovery for Errors, Dishonesty or Collusion:** The Agency reserves the right to correct any error that may have been made in any estimate that has been paid. The Agency also reserves the right to claim and recover by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

- 7.2.2.5 Rights in Materials and Salvage:** Ownership of material incorporated in the work is vested in the name of the Agency. Any material delivered and paid for in part by the Agency or any material furnished by the Agency to be incorporated in the work, is or becomes the property of the Agency. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials) that are the property of the Agency if they are to be removed shall be delivered F.O.B. the storage yard designated by the Agency. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

Section 7-2.4 of the Greenbook is amended to read as follows:

- 7-2.4 Hours of Labor:** Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this contract and this Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having

to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to the Agency, the maximum amount authorized under California Labor Code Section 1813 for each laborer, worker or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each worker needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773

- 7-3** **Section 7-3** of the Greenbook hereby is deleted, in its entirety. The provisions set forth in the Agreement executed between the Agency and the Contractor shall govern the Insurance requirements required by the Agency.

Section 7-10.1.1.3 of the Greenbook is added to read as follows:

**7-10.1.1.3 Street Closures, Detours, Barricades:**

Flagmen and guards, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at his own expense. Signs, lights flags and other warning and safety devices shall conform to the requirements as set forth in the current "Manual of Traffic Controls for Construction and Maintenance Work Zones," or "Work Area Traffic Control Handbook."

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard; and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor, at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

If attention is directed to the existence of a hazard, and the Contractor fails to provide such devices, said devices will be placed, or cause to be placed, by the Agency. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50.00 per hour for labor and pickup truck, \$15.00 per day per barricade and any other costs incurred by the Agency relative to traffic control. Said costs shall be deducted from the total contract price for the work.

**SECTION 8 FACILITIES FOR AGENCY PERSONNEL [No Changes]**

**SECTION 9 MEASUREMENT AND PAYMENT**

A new **Section 9-3.5** hereby is **added** to the *Green Book* as follows:

**9-3.5 Resolution of Construction Claims:** Pursuant to the requirements of California Public Contract Code § 20104(c), set forth below is the procedure for resolution of construction claims by the contractor. This provision shall only apply to those claims specified in § 20104 of the California Public Contract Code:

**§ 20104. Application of article; inclusion of article in plans and specifications.**

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with § 10240) of Chapter 1 or Part 2.

(b)(1) "Public work" means a public work contract as defined in §§ 1101, 3100 and 3106 of the Public Contract Code, but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money of damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2 Claims; Requirements; Tort Claims Excluded**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

#### **§ 20104.4 Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of

Civil Procedure, notwithstanding § 11411.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with § 2016) of Chapter 3 of Title 3 of Part 4 of the code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expense shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1411.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

**§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



## **SPECIAL PROVISIONS**

FOR

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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## **SPECIAL PROVISIONS**

### **SECTION I - GENERAL REQUIREMENTS**

#### **1. GENERAL**

The Contractor shall furnish in accordance with the plans and specifications, all labor, equipment, time, and materials required for the construction of all work as outlined herein. All work shall comply with the 2015 edition of the Standard Specifications for Public Works Construction (SSPWC), commonly known as the "Green Book", the Standard Plans for Public Works Construction (SPPWC), and the latest edition of Caltrans Standard Specifications, and Caltrans Standard Plan.

The Contractor shall furnish in accordance with the plans and specifications, all labor, materials, tools, equipment, time, and incidentals required for the construction of all work as outlined herein.

***Unless specifically covered under a separate bid item on Section 2, "Definition of Bid Items," or noted below, full compensation for complying with all the requirements of this Section 1, "General Requirements," shall be considered as included in the various bid items of work, and no additional compensation will be allowed or paid for.***

#### **2. DESCRIPTION OF WORK**

The work to be performed under this Contract generally consists of the removal and reconstruction of displaced sidewalk, driveway approaches, curb ramps, curbs, curb and gutter, rock curb and gutter, parkway restoration, and AC pave-outs at various locations as shown on the project location map, and all appurtenant work necessary for the proper construction of the contemplated improvements in accordance with the Plans and Specifications entitled **Project No. 7071 & 7080: Citywide Concrete Repairs 2018-2019 & 2019-2020**.

The Contractor shall furnish all transportation, materials, tools, time, equipment, labor and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by the Plans and these Specifications.

#### **3. UTILITIES**

Existing utilities shown on the plans are based on available records and surface features; however, neither the City nor the Engineer assumes any responsibility for having completely and precisely shown all such existing utilities. The Contractor shall notify all utility companies and agencies serving the project area before beginning any excavations, and shall coordinate all work with them.

The Contractor shall notify Underground Service Alert (USA) by calling 1-800-227-2600, at least two (2) working days prior to beginning any excavations. Following such notice, the Contractor shall submit to the Engineer the date of notice and corresponding assigned ticket number.

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

##### **3.1. Utility Contacts**

The following is a list of individuals or entities, which may have facilities that may be affected by the proposed improvements. This list is merely for the Contractor's information and may or may not be complete or inclusive. It is the Contractor's responsibility to coordinate his work with affected utility

companies or agencies.

Company / Entity	Contact	Phone Number
City of Upland (Engineering Division)	Bob Critchfield	(909) 291-2946
City of Upland (Water Division)	Bob Critchfield	(909) 291-2946
City of Upland (Sewer & Storm Drain)	Nicole deMoet	(909) 291-2970
AT&T	John Bradley	(909) 381-7385
Metropolitan Water District (MWD)	John Osornia Mike Rubio	(909) 392-5095 (951) 776-2675
San Antonio Water Company	Brian Lee	(909) 982-4107
Southern California Edison Company	Catherine Walker	(909) 930-8439
Sprint	Lynn Durrett	(909) 873-8022
The Gas Company	David Castellanos	(909) 335-7508
Spectrum Communications	Customer Service	(888) 892-2253
Underground Service Alert		(800) 227-2600
Frontier Communications	Mario Orino	(909) 469-6336
Water Facilities Authority	Terry Katlin	(909) 981-9454

It is the Contractor's responsibility to contact all utility agencies affected by the work to be completed, verify all utility information, and coordinate all work with respect to the utilities' possible obstructions and/or interference.

**The Contractor shall contact the City of Upland, Engineering Office, at least two working days prior to pavement sawcutting or grinding near inductive loop detectors, and traffic signal pull boxes in order to allow sufficient time for disconnection of vehicle detection and reprogramming traffic signal timing.**

Prior to the paving operation, the Contractor shall notify all utility companies who have facilities, (vaults, valves, etc.), on the street to be resurfaced in order that they may schedule their work accordingly in adjusting their vaults or valves to the new grade. The Contractor may be required to assist them during their adjusting operation.

### 3.2. Location and Protection

The provisions of Section 5 "Utilities" of the Standard Specifications shall apply, except as modified and supplemented below:

The Contractor shall verify the existence and location of any underground utility pipes or structures that may be affected during the course of work. The Contractor will take due precautionary measures to protect the utilities shown, and other utilities or structures not shown on the plans that might be discovered during the process of the job.

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

The City of Upland Water Operations Division has water services and mains in the vicinity of where construction operations will be conducted by the Contractor. Care shall be taken by the Contractor not to disturb the water mains, services, meters, valves, etc. during construction operations. In the event that a water facility is damaged, the Contractor shall notify the Water Division and the Engineering Division

immediately. The Contractor shall also arrange for the immediate repair of the water facility by a licensed plumbing contractor, at no cost to the City. The Contractor will not be compensated for any damages or delays as a result of water facility repairs.

Payment for location and protection of utilities shall be considered to be included in the prices paid for the various contract items of work, and no additional compensation will be allowed or paid for, and shall include repair of damaged utilities caused by the Contractor's operations.

### **3.3. Removal**

The provisions of Section 5-3 "Removal" of the Standard Specifications shall apply, except as modified and supplemented below:

Unless otherwise specified, the Contractor shall remove or abandon 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 that the abandonment is complete. The costs involved in the removal and disposal, or abandonment shall be included in the various bid items or work, and no additional compensation will be allowed or paid for.

### **3.4. Compensation for Damage or Relocation**

In accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy; and for the operating costs for equipment on the project necessarily idled during such work.

If the Contractor wishes to have any utility located, he should contact the owner at least 48 hours prior to construction in the immediate vicinity of the utility. Potholing to locate existing underground utilities shall be the responsibility of the utility owner or the contractor, and no further compensation shall be allowed therefor.

## **4. COMPLETION AND ACCEPTANCE**

### **4.1. Guarantee of Work and Materials**

The Contractor shall guarantee that all work performed by him under this contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one (1) year from the date of acceptance of the work by the City Council, the Contractor shall, at his own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions, including repair of settled backfill and resurfacing.

Such repair and replacement shall be made promptly upon receipt of written notice from the City. If the contractor fails to make such repair and replacement promptly, the City may cause the work to be done and the cost incurred thereby shall become the liability of the Contractor and his surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article.

If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within

a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this article, proceed to make such correction and the costs of such correction shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not, in any way, limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud, or implied warranties. Contractor's bonds shall remain in force during the warranty period.

Payment for fulfilling the requirements of this section shall be considered as included in the prices for the various Contract items of work, and no additional compensation will be allowed therefore.

#### **4.2. Liquidated Damages**

Liquidated Damages shall be in the amount of **Two Hundred and Fifty Dollars, (\$250)** per calendar day in excess of the time allowed under this Contract. This amount shall be deducted from any compensation due the Contractor should he fail to complete the work required by the terms of his contract within the time specified herein, plus any authorized time extension.

#### **5. CONSTRUCTION START DATE AND TIME OF COMPLETION**

The City is anticipating award of the Construction Contract in October 2020. The Contract Time shall commence on the date of issuance of the City's written Notice to Proceed (NTP). The Contractor undertaking the work hereinafter specified will be required to complete all work within **ninety (90) working days** following date of issuance of the City's written NTP. The ninety (90) working days shall include lead time for the manufacture / order of material required on this project.

The Contractor shall submit to the City for approval, a construction schedule at least 10 days prior to starting work.

#### **6. WORK HOURS**

Permitted work hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding City recognized holidays. The Contractor shall take all necessary steps to minimize inconvenience to residents, businesses, and the public.

Work in excess of eight (8) hours per day, on Saturdays, Sundays, or legal holidays, requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection. Should the Contractor desire to perform work during these periods, he must submit his written request to the City Engineer at least forty-eight (48) hours prior to the anticipated start of such work. No work outside the permitted work hours stated above shall proceed without the approval of the City Engineer.

#### **7. NOTIFICATION OF RESIDENTS AND BUSINESSES**

All adjacent homeowners, business owners, and occupants shall be duly notified by the Contractor, in writing, of his proposed operation. Notice shall be delivered at least ten (10) working days prior to the start of construction. The City will provide the notification letter, and any necessary attachments, and the Contractor shall be responsible for reproduction and distribution of such document.

Renotification will be required if the Contractor's schedule is altered or other delays occur, which significantly affects the scheduled work. Renotification shall be at the Contractor's expense.

Prior to the actual start of the operation the Contractor shall inform the residents, tenants, business owners or occupants regarding the construction to preclude entrapment of cars and vehicles in driveways, garages, or parking areas. All costs involved in notification of residents and businesses shall be included in the various contract items of work and no additional compensation will be allowed therefore.

## **8. TEMPORARY TRAFFIC CONTROL**

Temporary Traffic controls (TTC), including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours and partial street closures, shall be in accordance with the latest edition of Manual of Traffic Controls for Construction and Maintenance Work Zones, as published by the Department of Transportation of the State of California; California Manual on Uniform Traffic Control Devices (CA MUTCD); Part 6, "Temporary Traffic Control," Section 6, "Temporary Traffic Control," of the SSPWC, and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the Manual of Traffic Controls, and the Manual of Traffic Controls shall take precedence over the Standard Specifications.

The contractor is also advised of City of Upland Ordinance 1495 for other specific street closure requirements. **Contractor shall comply with MUTCD for traffic control.**

### **A. General Requirements**

1. Contractor shall have exclusive control and responsibility for traffic control and safety devices, all signage and roadway markings, all equipment and materials, and the ongoing construction at all times.
2. The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public, and shall have under construction, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor's operations will cause no unnecessary inconvenience. The access rights of the public will be considered at all times.
3. The Contractor shall furnish and maintain all construction signs, channelizing devices, barricades, k-rail, temporary traffic striping and pavement markings, lighting devices, etc., to safely guide the traffic through the project limits, as described herein, and as directed by the Engineer.
4. The Contractor will be responsible for obtaining all partial street closure permits from the City of Upland prior to the start of any work. The street closure permits will identify additional signing requirements, work hours and other conditions as may be necessary to minimize inconvenience to motorists and businesses.

**Ingress and egress to local residents, commercial and industrial properties must be accessible at all times.**

5. All traffic control and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings and flagging equipment, shall be provided and maintained in "like new" condition.
6. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials, and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of and to properly warn, guide, control, regulate and channelize project workers and the public beyond said limits as necessary to include areas affecting or affected by the work, from the start of work to the completion of the work.

7. High level warning devices (flag trees) are required at all times for any work being performed within the roadway, unless otherwise specifically authorized by the City Engineer. Flashing arrow boards will be required on all streets with four or more lanes, or as deemed necessary by the Engineer or Inspector.
8. All barricades shall be equipped with flashing warning lights and all traffic cones shall be no less than 28 inches in height except that shorter cones, 12 inches high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from traffic.
9. Contractor shall have exclusive control and responsibility for all flaggers at all times. Properly trained and experienced flaggers shall be provided at all times when Contractor's operations encroach into the public right of way. Flaggers shall also be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic at such time as is necessary to safely pass the traffic through or around the work area, and when so directed by the City.
10. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost or stolen shall be promptly repaired or refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.
11. Contractor shall have exclusive control and responsibility for all signs and warning devices, and all trucks, equipment and materials at all times. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs and other regulatory, warning and construction signs, markers and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked or otherwise placed in such a manner as to block signs from the view of vehicular and/or pedestrian traffic to which it applies.
12. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by Police officers, Fire officers, or at traffic signalized intersections or the aforementioned construction traffic signal.
13. Contractor shall have exclusive control and responsibility for stockpile and/or storage areas at all times. Stockpiling and/or storage of materials on any public right of way or parking areas, or immediately adjacent to all such areas, will not be allowed without specific permission of the City. Materials spilled along or on said right of way or parking area shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work. Contractor shall adhere to all NPDES requirements for stockpile areas.
14. On projects involving work on, closure of or partial closure of existing streets and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the persons requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than 500 feet from their homes and/or destination; and in addition, no two (2) adjoining streets shall be closed at the same time, except as otherwise authorized by the City.
15. When work has been completed on a particular street or has been suspended or rescheduled and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions and unnecessary traffic control devices and equipment shall be promptly removed from the street, except as otherwise authorized or directed by the City Engineer. Temporary traffic

striping shall be applied prior to opening any newly paved area to traffic. This includes lane and centerlines.

16. Should the Contractor be neglectful, negligent or refuse, fail or otherwise be unavailable to promptly, satisfactorily and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor and/or permittee's expense, and in the case of a contract City project, to deduct the cost therefore from the Contractor's progress and/or final payments. Such corrective actions taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liability from the Contractor to the City or the City's agent.
17. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract or shut down or partial shutdown of the work without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by contractual obligations or State law, whichever is applicable.

**B. Pedestrians**

1. A minimum walkway of 48 inches in width must be maintained at all times for safe pedestrian passage through all parkway work areas. Crosswalks shall remain unobstructed at all times. Obstructions within the walkway areas shall be illuminated during the hours of darkness and marked with Type II barricades with flashing warning lights.
2. Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided through construction area within the right-of-way. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.
3. The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel. All temporary walkways shall be ADA compliant.

**C. Temporary Surfacing**

1. Temporary A.C. paving shall be placed and maintained at locations determined by the Engineer wherever excavation is made through pavement, sidewalk or driveways, in accordance with Section 306-13.1 "Temporary Resurfacing" of the SSPWC.
2. The Contractor shall maintain the temporary surfacing throughout the duration of the project until permanent pavement has been restored.

**D. Steel Plating**

The Contractor shall furnish, install and maintain steel plates as necessary to obtain minimum lane requirements specified herein and/or to maintain access to private property.

1. Steel trench plates shall be employed to bridge across open excavations and newly poured concrete (if applicable). The Contractor shall be responsible to ascertain the appropriate size and placement of the steel plates and other devices to support vehicular traffic loading across open excavations and newly poured concrete without sustaining damage to the new improvements.

2. **All steel plates shall be recessed into the roadway and shall be textured for skid-resistance. Steel plates shall be secured in place to prevent their movement, sliding or shifting.**

E. Pavement Transitions

The Contractor shall construct pavement transitions at all lateral and transverse joint lines, created by trenching, base paving, temporary paving or any combination of each. A vertical drop-off or step between the lateral edges of the pavement under construction and the adjacent pavement shall not be permitted during non-working hours.

F. Driveways

Vehicular access to driveways shall be maintained at all times, except when necessary construction precludes such access for temporary periods, as follows:

1. Driveway approaches shall be poured within 48 hours of the adjacent curb and gutter.
2. Curb and gutter shall be poured within 24 hours from the time access is blocked by formwork.
3. Driveway approaches shall cure for three days before being reopened to vehicular access.
4. Driveways shall not be closed over weekends, except for curing of concrete.
5. Driveways closed due to placement of bituminous pavement shall be reopened as the new pavement has cooled sufficiently to carry the traffic without damage.
6. The Contractor shall notify all residents and businesses at least 72 hours in advance of driveway closure.
7. During the time driveways are closed, a minimum of two Type II barricades with flashing warning lights shall be used to affect the closure.
8. **Driveways shall be kept open at all other times, and if necessary, temporary A.C. ramps and/or steel plates shall be provided.**
9. When it becomes necessary to block access to driveways for a short period of time during construction, the Contractor shall notify the affected property owners/occupants 48 hours in advance of such driveway closure. Contractor shall facilitate work in front of driveways so that these driveways may be opened for use immediately.

G. Parking

On-street parking may be restricted within the project limits. Temporary "NO PARKING – TOW AWAY" signs shall be provided and posted by the Contractor not less than forty-eight (48) hours in advance of the start of construction.

H. Street Lighting

1. The Contractor shall maintain illumination of the traveled roadway after hours of darkness throughout the duration of the project, as follows:
2. The street lighting system shall be installed and removed in phases such that not less than one-half of the street lights are operable each evening.
3. A minimum illumination level of 0.4 foot-candles with a 6:1 uniformity ratio shall be provided, unless otherwise approved by the Engineer.

I. Lane Closures

The Contractor shall comply with the following general lane closure requirements:

1. Flashing arrow signs (sequential arrow boards) shall be utilized for all closures of through travel lanes on **all collectors and arterial roadways**, as designated by the Engineer.
2. Left turns shall be maintained at all times to the fullest extent possible. Under extenuating circumstances and when permitted by the Engineer, left turn lanes may be closed with R-17, "NO LEFT TURN" signs placed both at the beginning and end of each left turn lane closed.
3. Right turns shall be maintained at all times to the fullest extent possible. When permitted by the Engineer, right-turn lanes may be closed with R-16, "NO RIGHT TURN" signs placed both at the beginning and end of each right turn lane closed.
4. To allow for equipment movement and cleanup during various construction operations, momentary stoppage of traffic and turn movements will be permitted, using flagging procedures.

*J. Road Closures*

Road closures shall be prohibited unless explicitly approved by the Resident Engineer.

*K. Temporary Striping*

The Contractor shall provide temporary traffic restriping at the conclusion of any working day for any centerline, crosswalks or lane line which is obliterated by construction.

*L. Shutdowns*

1. Traffic signal shutdowns shall be restricted to two hours maximum during one 24-hour period. All signal work, including but not limited to shutdowns, shall require coordination and/or approval by the Resident Engineer.
2. Where traffic signal shutdowns are required, the Contractor shall furnish and install temporary stop signs for each travel lane at 24"x24" in size securely mounted and placed in clear view to all approaching traffic. Stop signs shall be placed pursuant to Section 86-1.06 of the Caltrans Standard Specifications.
3. The presence of two uniform police officers to direct traffic during shutdown period is required during any peak hour work and as directed by the Resident Engineer. All related expenses and wages of the police officers shall be borne by the Contractor.
4. The Contractor shall provide the Resident Engineer five (5) working days advance notice prior to any traffic signal shutdown for the purpose of scheduling police traffic control. All shutdowns shall be scheduled pursuant to Section 86-1.06 of the Caltrans Standard Specifications. No signal shutdowns will be allowed on Fridays.

*M. Emergency Response*

The Contractor shall provide the Engineer with names and telephone numbers of at least three people responsible for emergency service response. Upon notification, Contractor shall respond to City emergency requests. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A fee of \$400/hour, at 4 hours minimum, will be charged to the Contractor.

1. During Working Hours:

In case of an emergency that threatens loss or injury of property, and or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/She shall notify the Engineer of the emergency and the action taken immediately

thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

2. Outside of Working Hours:

Whenever, in the opinion of the City, an emergency arises outside of the regular working hours which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant. He/She shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

In the event the Contractor is unable to respond to an emergency outside of regular working hours, the City's forces will handle such emergency work. If such emergency arises out of, or is the result of, operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

9. **STORAGE OF MATERIALS AND EQUIPMENT**

The storage of materials and equipment will not be allowed on public streets or in the public right of way unless prior arrangements have been made with the City. All storage areas shall adhere to current NPDES requirements and Best Management Practices (BMP'S). The Contractor shall be responsible for obtaining a storage site at the Contractor's sole expense. The Contractor shall provide the City with a copy of the written permission from the property owner for the use of the site, if the property is not owned by the Contractor or the City.

10. **SAFEGUARDING OF EQUIPMENT, MATERIALS, AND WORK**

The Contractor shall properly safeguard all equipment, materials, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the City. Locked and covered storage or continuous surveillance by a watchman shall be provided by the Contractor if required to accomplish this task.

11. **NEW MATERIALS AND EQUIPMENT**

Unless otherwise specified, shown, or permitted by the Engineer, all materials and equipment incorporated in the work shall be new and of current manufacture. The Engineer may request the Contractor to furnish the manufacturer's certificates to this effect.

12. **MATERIAL TESTING**

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

No materials shall be used until they have been approved by the Engineer.

The Contractor shall at his expense furnish the City, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the City shall not be incorporated in the work, unless the

Engineer shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work.

All soil and material testing lab/firm shall be approved by the Engineer prior to start of construction. Any subsequent soil and material tests deemed necessary due to the failure of initial tests will also be at the Contractor's sole expense.

All materials furnished and all work performed under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications and Drawings in regard to quality of materials, workmanship, and diligent execution of the Contract. Such inspection may include mill, plant, shop, or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where materials or equipment are manufactured or fabricated. The Engineer shall be furnished with such materials, information, and assistance by the Contractor, subcontractors, and suppliers as is required to make a complete and detailed inspection.

The Engineer will make, or have made, such tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In circumstances where it is suspected that proper procedures and/or materials are not being followed or used, any testing required by the Engineer shall be at the Contractor's expense. It is understood and agreed that the making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

### **13. ORDER OF WORK**

Concrete work (sidewalk, driveways, ramps, curb and gutter, spandrels, and etc.) shall be performed only on one side of the street at a time, unless otherwise approved by the Engineer. Once the side is completed, and the new improvements are suitable for public use, the Contractor can begin work on the opposite side.

- A. After concrete removal is completed, the Contractor shall notify the City to allow for inspection of trees and tree roots by the City's arborist. The Contractor shall give (minimum of 4 working days) advance notice to allow for arborist scheduling. The Contractor shall shave/cut/prune tree roots as recommended by the arborist to protect trees.
- B. Upon completion of the root pruning/shaving operation, the Contractor shall resume its concrete construction work. Contractor shall clear areas from any root shavings, prepare subgrade, and make grades for the proposed concrete improvements. In order to maintain access for the residents, all driveways shall be constructed one half at a time, or at the option of the Contractor and upon approval by the Engineer, a "high early" strength concrete may be used, so that 3 hours after its pour, the new driveway, with steel plates covering, shall be capable to withstand the imposed load without damage.

**The Contractor shall also coordinate with Burrtec for trash pickup in advance of the work or any partial street closure so that trash will be picked up on time.**

#### **13.1. Protection of Utilities**

The Contractor's attention is directed to Section 5 of the Standard Specifications for Public Works Construction (SSPWC).

The Contractor will take due precautionary measures to protect the utilities shown and other utilities or

structures not shown on these plans that might be discovered during the process of the job.

The City of Upland Water Operations Division has water services and meters in the vicinity of where construction operations will be conducted by the Contractor. The Contractor shall protect the existing services and meters in place.

Where water valve boxes or other utility facilities are encountered in areas designated for removals and reconstruction, the Contractor shall protect those boxes and facilities in place. Meter boxes shall be raised to grade where parkway improvements are reconstructed as shown on the plans. Payment for protection of utilities shall be considered to be included in other items of work and no additional compensation will be allowed therefore.

In the event that a water service is damaged, the Contractor shall notify the Water Operations Division and the Engineering Division immediately. The Contractor shall also arrange for the immediate repair of the water service by a licensed plumbing contractor, at no cost to the City. In certain circumstances, the Contractor may encounter water services which are entangled in roots. In these circumstances, it may be necessary to replace the water service. All such replacements shall be made by qualified personnel. In order to receive compensation for this repair, the City Tree Inspector shall be contacted prior to any further root removals.

When a water pipe crosses a sanitary sewer pipe, where minimum vertical separation is not met, concrete pipe encasement shall be provided by the Contractor.

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as included under the water work items, and no additional compensation will be allowed therefor.

### **13.2. Protection of Work**

The provisions of Section 4-1 "Materials and Workmanship" of the SSPWC shall apply except as modified and supplemented below:

The Contractor shall provide sufficient personnel, barricades, delineators and ribbon at each location to adequately protect the new and fresh concrete surfaces from vandalism and unauthorized markings. Newly poured and finished concrete areas shall be delineated or cordoned off with tape to inhibit and discourage pedestrians, bikers and skateboards from tracking across the fresh sidewalk surfaces.

Unauthorized markings (i.e. graffiti, footprints, bike tire marks, and scuff marks) in the new sidewalk surfaces are not acceptable, and may be cause for rejection. All such areas rejected due to such cause shall be removed and replaced at the Contractor's expense.

All costs for protecting the new concrete surfaces and any graffiti removal shall be included in contract unit price bid for the various items of work involved, and no additional compensation will be allowed therefore.

### **13.3. Obstructions and Cooperation with Other Work**

A minimum of two (2) working days prior to construction, the Contractor will expose all known utility crossings in order to provide for grade and alignment adjustments, if necessary. All costs involved in exposing existing utilities shall be included in the various contract items of work and no additional compensation will be allowed therefore.

The Contractor will schedule his work and cooperation with all other forces working in the area so that all improvements in the project area may be installed in a logical, workmanlike manner. The Contractor will take due precautions to protect all improvements placed by others in the vicinity of their operations.

#### 13.4. Trees

The provisions of Sections 300-1 "Clearing and Grubbing" of the SSPWC shall apply except as modified and supplemented below:

Existing tree roots shall be removed within the areas where existing curb and asphalt concrete pavement are to be removed and reconstructed, to a depth of 8 inches below subgrade or as directed by the Engineer. Limits of tree root removal shall extend to 6 inches back of curb where at that point, roots shall be cut vertically, so that the remaining root ends have a neat, smooth surface. Contractor shall not backfill behind curb until the above mentioned root treatment has been inspected by the Public Works Inspector. **The contractor shall not cut roots prior to the City's arborist inspection. Contractor shall carefully remove existing PCC improvements not to rip-out roots with the backhoe. Contractor shall work carefully around the trees not damage the tree trunks.**

#### 13.5. Sprinkler Systems and Landscaping

The provisions of Section 7-9, "Protection and Restoration of Existing Improvements" of the SSPWC shall apply except as modified and supplemented below:

Sprinkler Systems: The Contractor shall be responsible for cutting, capping, and repairing in kind, and/or protecting in place any existing sprinkler systems within the work area under this contract. When any irrigation lines or improvements are damaged through the course of construction, these lines, sprinklers, or other components shall be replaced with City approved like materials and shall be in working order when work is completed. **All irrigation systems shall be in proper operating condition within two (2) calendar days of becoming inoperable. NO EXCEPTIONS!**

The Contractor, in writing, shall notify impacted residents and/or property owners to inspect their sprinkler system to determine if any damage was caused due to the construction. The notice shall be done within three (3) days of completing the project, and shall request that the residents and/or property owners notify the City's Project Manager of such condition within seven (7) days. The seven (7) days notification is only a courtesy request and not a requirement; any damaged irrigation reported after the seven (7) days will still be required to be repaired by the Contractor.

If the Contractor fails to repair an irrigation system within the time stated, the City will withhold the anticipated cost of repair of the damaged irrigation system from the progress payment (s). Any additional work, whether repair or new construction, which is requested by the property owner, shall be fully compensated by the Contractor and the City will not be responsible for additional compensation for this work.

All sprinkler heads shall be salvaged and reused in the same location, if still in working condition. If heads are not reusable, they shall be replaced with a like type. Prior to construction, the Contractor is encouraged to document, in writing and by photograph, any existing damage such as broken or missing sprinkler heads, within the project area.

Landscaping: All damaged grass or shrubs shall be replaced in kind or better within two (2) weeks of the damage. It is the Contractor's responsibility to match the existing grass with a similar variety. **Seed is not acceptable in lieu of sod.** Any area, which is rutted, shall be leveled with appropriate topsoil and

sod.

The Contractor, in writing, shall notify impacted residents and/or property owners to inspect their lawn to determine if any damage was caused due to construction. The notice shall be done within three (3) days of completing the project, and shall request that the residents and/or property owners notify the Project Manager of such condition within seven (7) days. The seven (7) days notification is only a courtesy request and not a requirement; any damaged irrigation reported after the seven (7) days will still be required to be repaired.

If the Contractor fails to repair landscaped areas within the time stated, the City will withhold the anticipated cost of repair of the damaged landscaped areas from the progress payment. Any additional work, whether repair or new construction, which is requested by the property owner, shall be fully compensated by the Contractor and the City will not be responsible for additional compensation for this work.

Restoration of landscaped parkways shall conform to Section 800, "Landscaping and Irrigation" and of the SSPWC.

**Prior to construction, the Contractor shall inspect the entire project area and document in writing and by photograph, pre-existing conditions. Existing damage to improvements within the project area shall be reported to the City's Inspector for verification. Contractor shall immediately notify the Engineer if there is no irrigation system in the work area and shall take photographs of the area prior to beginning work.**

**14. CHANGES IN WORK**

The City reserves the right to make such alterations, deviations, additions to or omissions from, the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work to match the funding available for the project, or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

**15. SUSPENSION OF WORK**

The Resident Engineer acting on behalf of the City may, by written notice to the Contractor, suspend the work in whole or in part for such period or periods as the Engineer may deem necessary, due to unsuitable weather, delay in delivery of City-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 10 calendar days of receipt from the Engineer of written Notice to Proceed. The Contractor shall have no claim for damages alleged to have been suffered by reasons of any suspension of the work without termination of the Contract, and Contractor shall receive no additional compensation because of any such suspension.

**16. USE OF COMPLETED PORTIONS**

The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking possession and use shall not be deemed an acceptance of the work not completed in accordance with the Contract Documents.

**17. FAILURE TO COMPLY**

If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Engineer, the City may have such provision or orders carried out by others at the expense of the Contractor.

**18. NONCOMPLIANCE WITH PLANS AND SPECIFICATIONS**

Failure of the Contractor to comply with any requirement of the Specifications and Drawings, or failure to immediately remedy any noncompliance upon notice from the Engineer, may result in suspension of contract progress payments. Any progress payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Engineer in accordance with the Contract Documents and Specifications. No additional compensation will be allowed as a result of suspension of progress payments due to Contractor's noncompliance with the Plans and Specifications.

**19. SITE ACCESS**

The City Engineer or his representative, testing agencies, and government agencies with jurisdictional interests shall be allowed access to the work at all times for their observation, inspection, and testing. The Contractor will provide proper and safe conditions for such access.

**20. CONSTRUCTION WATER**

The Contractor shall be responsible for furnishing all necessary water for compaction, cleaning, flushing, dust control, etc. The Contractor shall obtain a hydrant meter from the City of Upland if the Contractor intends to use city water. The Contractor is not allowed to use water from individual residences or businesses. The cost of obtaining a hydrant meter from the City and the usage of the water is considered incidental to the job and shall be included in contract unit prices bid for the various items of work involved. No additional compensation will be allowed therefor.

**21. SAFETY**

All Construction will be performed in compliance with the standards as established by OSHA and in accordance with the appropriate State of California regulations, including SCRRRA requirements in the vicinity of railroad crossings. It will be the Contractor's responsibility to acquaint himself and abide by these regulations during all phases of construction. The Contractor will hold harmless and indemnify the City and its agents for any damages caused by failure to abide by said regulations.

**22. ENGINEER'S ESTIMATE**

The quantities of work to be done and materials to be furnished are approximate as shown and listed in these Specifications and are given as a basis of comparison of bids only. The City does not expressly or by implication agree that the actual amount of work will correspond therewith.

**23. SHOP DRAWINGS**

The Contractor shall furnish and receive a reviewed copy of a submittal prior to bringing materials onsite. Submittals shall be 3 copies of detail drawings, catalog sheets, cuts or descriptive lists of all material to be used on the job. The submittals shall include the name and location of the supplier and manufacturer, trade name, catalog reference, size, finish, and all pertinent data, and shall be reviewed by the City within 10 working days and returned marked with one of the following:

- 1) NO EXCEPTIONS TAKEN
- 2) MAKE CORRECTIONS NOTED
- 3) REVISE AND RESUBMIT
- 4) REJECTED

**24. RECORD DRAWINGS (AS-BUILT DRAWINGS)**

The Contractor shall maintain, on the job site, a set of full-size reproducible contract drawings, or a set of full-size blue-line or blackline prints. On these he shall mark all as-built conditions, locations, configurations, and other details, which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the progress of the work.

On a monthly basis, the Contractor shall submit progress record drawing(s) clearly delineating the improvements completed, for the purpose of review and processing progress payments. The City's ability to process the progress payments is contingent upon the timely submittals of the progress record drawing(s).

Upon completion of the work and prior to final acceptance, the complete set of contract drawings (size D, 24x36 in.), marked up to show as-built conditions, shall be delivered to the Engineer. These drawings shall be known as "Record Drawings".

**25. FINAL CLEANUP**

Prior to final acceptance, the Contractor shall restore the entire project site to a condition equal or better than the pre-construction condition as evidenced by film, notes, sketches and other construction records.

**25.1. Cleaning and Dust Control**

Clean-up and dust control shall conform to Section 7-8, "Work Site Maintenance," of the SSPWC. During execution of work, the Contractor will daily clean the site, adjacent properties, and public roads, and dispose of waste materials, debris, and rubbish to assure that all affected properties and roadways are maintained free from accumulations of water, materials and rubbish. Watering for dust control shall consist of developing a water supply and furnishing and placing all water required for dust control.

Contractor will provide containers for collection and disposal of waste materials, debris, and rubbish.

Contractor will cover all loads of excavated material leaving the site or of material being imported, to prevent excessive dust from being created.

**25.2. Cleanup**

At the end of each day, Contractor shall be responsible for the clean-up of all job sites. All job sites must be left in a safe and orderly condition. The Contractor will perform additional clean-up as directed by the Engineer. The cost for all clean-up shall be considered incidental to the cost of the work and no additional compensation will be allowed therefore.

**26. PERMITS AND LICENSES**

**26.1. Construction Permit**

The Contractor will be required to obtain a no-fee Construction Permit from the City. No compensation for expenses of the Contractor incidental to obtaining the Construction Permit will be allowed or paid for. The Contractor shall comply with the requirements of all City and other public agency permits.

**26.2. Partial Street or Lane Closure Permit**

The Contractor will be required to obtain a no-fee Partial Street or Lane Closure Permit from the City.

**26.3. Excavation Permit**

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Occupational Safety and Health of the State of California, Department of Industrial Relations

for any excavations five feet (5') or more in depth and into which a person is required to descend. Contractor shall submit a copy of said permit to the Engineer prior to any excavations.

The Contractor shall provide trench shoring systems for the construction of underground improvements, in accordance with Subsections 7-10.4.2, "Safety Orders," and 306-4, "Shoring and Bracing," of the SSPWC and State of California Division of Occupational Safety and Health (Cal/OSHA) Construction Safety Orders.

Excavations five feet or more in depth shall be shored to provide support for existing improvements and protection of workers during trench excavation and pipe placement.

Prior to commencement of work, the Contractor shall obtain a PERMIT from Cal/OSHA and shall submit to the City for approval a detailed plan, showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation. Trench shoring systems shall be designed by a Civil or Structural Engineer, registered in the State of California. The shoring plan shall consist of complete engineering calculations together with diagrams and specifications for the components of the shoring system proposed for use. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. Copies of all permits shall be submitted to the City prior to start of work.

The shoring system plan to be submitted to the City for approval, either prepared by an Engineer or drawn from manufacturers or supplier's data or catalogue, must be wet signed and sealed by a Civil or Structural Engineer, registered in the State of California. All specific items or applicable conditions must be outlined on the submittal.

The State of California Department of Transportation "Trenching and Shoring Manual" dated January 1990 will be used as a guide for plan review and approval.

The Contractor shall not assume that only one type of trench safety system, such as a shield or "trench box", will be adequate for this project. The Contractor shall have an alternate plan for the use of other types of safety systems, such as solid sheeting, should field conditions dictate. The design and calculations of such alternate plan shall be readily available from the Contractor upon request by the City.

Contractor shall be solely responsible for implementation and maintenance of worker's safety and protection systems. It shall also be the Contractor's responsibility to provide adequate shoring for the protection of existing improvements in the vicinity of any excavation, in ADDITION to using the method of shoring which has been approved by the City for the protection of workers (such as shields, sloping the sides of excavations, or other similar methods).

Protection of all existing improvements must be considered in the design of the shoring system, including subsurface utilities. The shoring system must sustain loads imposed by traffic, construction equipment, adjacent structures, or any other surcharge loads.

Excavations less than five feet in depth need not be shored unless they are made at the locations, or in types of soil where hazardous ground movement may be expected.

The Contractor shall be solely responsible for any damages which may result from his failure to provide for adequate shoring to support the excavations under any or all of the conditions of loading which may exist, or which may arise during the construction of the project.

#### **26.4. City of Upland Business License**

The Contractor and all sub-contractors are required to obtain City of Upland Business Licenses. The cost for all business licenses shall be the Contractor and/or sub-contractor's responsibility, and no additional

compensation will be allowed or paid for.

Effective June 2, 2014, the City's Finance Department will no longer be accepting payments for business license renewals or processing new business license applications. To apply for a City business license, Contractor and subcontractors shall contact HdL Companies at (888) 602-0239 or go to:

UPLAND.HDLCOMPANIES.COM

If you wish to renew a current business license by mail, please remit payments to:

HdL Companies  
1142 S. Diamond Bar Blvd. #502  
Diamond Bar, CA 91765  
(888) 602-0239

### **26.5. Contractor's License**

Contractor must possess a valid Class "A" or "C-8" (unless a different class is specified on the Notice Inviting Bids) Contractor's License from the California Contractors State License Board at the time of bid. Contractor must maintain the Class "A" or "C-8" license in good standing with the California Contractors State License Board throughout the duration of the project.

### **26.6. South Coast Air Quality Management District (SCAQMD)**

South Coast Air Quality Management District Project guidelines are provided in Appendix "C". Contractor's operations shall be in accordance with all current SCAQMD requirements and laws. The Contractor is responsible for compliance with Fugitive Dust Regulations issued by the Air Quality Management District (AQMD). The Engineer shall have the authority to shut down the operations of the Contractor in the event of non-compliance with AQMD regulations. No compensation or expenses of the Contractor incidental to obtaining AQMD permits, or for adhering to AQMD requirements, will be allowed or paid for. Any fines or penalties levied by the AQMD shall be the Contractor's sole and complete responsibility.

## **27. PRECONSTRUCTION MEETING AND WEEKLY PROGRESS MEETINGS**

The Contractor, to whom the contract is awarded, shall attend a preconstruction meeting at a location and time set by the Engineer. The Contractor shall meet with the Project Engineer weekly to discuss issues and progress of work.

## **28. REMOVALS AND PROTECTION OF IMPROVEMENTS**

### **28.1. Removals**

Removals shall include excavation, removing, hauling and disposing of all materials to the subgrade elevations indicated on the plans, as required to construct the new roadway improvements. This item involves sawcut, removal and disposal of all existing improvements required for construction of the project including asphalt concrete, Portland cement concrete, macadam, pavement reinforcing fabric (petromat), slurry backfill, base materials, rock, soils, trees and roots, parkway culverts, and miscellaneous items (including loose or dumped materials) which are within the grading and excavation section. All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer. Roadway excavation shall be done in accordance with Subsection 300-2, "Unclassified Excavation," of the SSPWC.

Contractor shall abide by all OSHA requirements, including standards for respirable crystalline silica exposure limits. Additional information on OSHA's silica standard can be found at [www.osha.gov/silica](http://www.osha.gov/silica).

The Contractor shall be responsible for obtaining a suitable disposal site for this excavated material, and pursuant to Subsection 300-2.6 of the SSPWC, shall, upon request, file with the Engineer the written consent of the owner of the property upon which he intends to dispose of such material. No additional compensation will be allowed for special handling, hauling or disposal of any excavated material from the project site.

***The Contractor is advised that the City of Upland geology is an alluvial fan. These soil conditions are such that larger rocks, cobbles and boulders will be encountered during construction. The Contractor shall be responsible for the removal and disposal of rocks larger than 6" in diameter that are within the limits of excavation, as well as for all costs associated in working with rock cobble and boulder soil conditions.***

Subgrade preparation for the roadway improvements shall be done in accordance with Subsection 301-1, "Subgrade Preparation," of the SSPWC and these Special Provisions.

## **28.2. Protection of Existing Improvements**

The Contractor shall be responsible for protecting all existing manhole covers, water valve covers, raised pavement markings, gutters, cross gutters, etc. during construction to prevent the new treatment from getting on and adhering to them.

## **28.3. Protection of New Improvements**

The Contractor shall be responsible for the protection of the new improvements and shall provide sufficient barricades, delineators, and personnel at each location to adequately protect the new surface from cars, motorcycles, pedestrians, bikes, skate boards, etc., until the new improvements, such as asphalt concrete and portland cement concrete, have cured and the foreman authorizes the street to be opened to traffic.

Any damage caused to the new improvements as a result of insufficient barricades, delineators, personnel, or the street being opened to traffic too soon is the Contractor's responsibility and shall be repaired at the Contractor's expense.

The Engineer may ask the traffic lane or roadway to remain closed if, in his opinion, the street is not yet cured enough to allow traffic on it. The Contractor shall pay all costs associated with any extension of a street closure.

## **29. PATENTS AND COPYRIGHTS**

The Contractor shall indemnify and save harmless the City and Engineer and their officers, agents, and employees against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.

## **30. NPDES REQUIREMENTS**

The Contractor shall conform to the requirements of General Construction Activity Storm Water NPDES Permit No. CAS000002 and Order No. 2009-0009-DWQ issued by the State Water Resources Control Board. This General Permit, hereafter referred to as the "Permit", regulates storm water discharges associated with construction activities.

The Contractor shall also conform to the requirements of NPDES Permit No. CAS6180036 and Order No. R8-2010-0036 issued by the Santa Ana Regional Water Quality Control Board. This permit, hereafter referred to as

the 'Permit', regulates storm water discharges that enter the City's municipal storm drain systems (MS4). Contractor is not responsible for filing a Notice of Intent (NOI) for Permit coverage or a Notice of Termination (NOT) at project end. City staff will file a NOI for permit coverage and file a (NOT) at the end of the project.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Storm Water Quality Handbooks, dated November 2009, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook". Copies of the Handbook may be obtained from CASQA website at: <http://www.cabmphandbooks.com>; Telephone: (650) 366-1042; or email at: [info@casqa.org](mailto:info@casqa.org). Copies of the Handbook and the Permit are also available for review only, at the City of Upland Public Works Facility.

The Contractor shall become fully informed of, and comply with, the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site, and shall make the Permit available during construction activities.

### **30.1. Storm Water Pollution Prevention**

Storm Water Pollution Prevention shall include control of all waters entering the project site, erosion control, and any dewatering in accordance with California Regional Water Quality Control Board, Santa Ana Region requirements.

Storm, surface and/or nuisance water may be encountered at various times and locations during performance of the Work. Such waters may interfere with Contractor's operation and may cause damage to adjacent or downstream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by Contractor. Contractor, by entering into the Contract, assumes all risk and responsibility for water control. Contractor's responsibility includes, at a minimum, handling any nuisance and/or storm waters that may result during the term of the Contract in a manner which will protect construction throughout the various stages of work up to the point of final acceptance by Owner (City). The Contractor shall install and maintain all required or necessary erosion control measures to cover the entire duration of the term of the Contract.

The Contractor is responsible to protect the Project site from erosion damage at all times by utilizing interim erosion control measures which, due to the site's ever changing condition during construction, is achieved by implementing Best Management Practices (BMPs). The Contractor shall ensure that Best Management Practices (BMPs) within the SWPPP are implemented by a Qualified SWPPP Practitioner (QSP). A Rain Event Action Plan (REAP) shall be submitted to the City 24 hours prior to any likely precipitation event. Failure to provide a REAP document to the city will result in a halt to activity until a REAP document has been submitted and implementation has started. All costs for preparation of REAPs and associated implementation shall be considered included in the various items of work and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals for all costs related to REAPs and associated implementation, and no additional compensation will be allowed or paid for.

### **30.2. Storm Water Pollution Prevention Plan**

The Contractor shall provide a site specific Storm Water Pollution Prevention Plan (SWPPP) to the City prior to commencing construction. The Contractor shall ensure that the SWPPP for all sites are developed and amended or revised by a Qualified SWPPP Developer (QSD). The SWPPP shall conform to the requirements in the Permit, and these Special Provisions.

The objectives of the SWPPP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement, and maintain

water pollution control measures, hereafter referred to as control measures, to reduce to the maximum extent practicable (MEP, as defined in Title 33 CFR of the United States Code) pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

- 1) All pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity is controlled;
- 2) Where not otherwise required to be under a Regional Water Board permit, all non-storm water discharges are identified and either eliminated, controlled, or treated;
- 3) Site Best Management Practices (BMPs) are effective and result in the reduction or elimination of pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the Best Available Technology Economically Achievable/Best Conventional Pollutant Control Technology standard BAT/BCT standard);
- 4) Calculations and design details as well as BMP controls for site run-on are complete and correct
- 5) Stabilization BMPs installed to reduce or eliminate pollutants before, during and after construction commencement.
- 6) Sediment tracking control practices
- 7) Wind erosion control practices and,
- 8) Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook. To demonstrate compliance with requirements of this General Permit, the QSD shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

The SWPPP shall include, but not be limited to, the following items as described in the Handbook and Permit:

- 1) Proper handling, storage, and disposal of materials.
- 2) Scheduling of excavation and grading to avoid open excavations or unprotected grading operations during wet weather.
- 3) Diversion of surface runoff water around work sites.
- 4) Means of preventing wind-blown dust or water borne erosion from escaping stockpiles and excavated soil.
- 5) Implementation of erosion control plans.
- 6) Inspection and repair of leaking equipment away from the construction site.
- 7) Location of equipment refueling sites and means of preventing fuel spillage and/or discharge of spilled fuel to storm drains or waterways.
- 8) Means of insuring that debris, sediment, and pollutants will be prevented from entering catch basins, storm drains, or waterways.

The QSD, shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems (MS4), or when deemed necessary by the City. The SWPPP shall also be amended if it is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially submitted SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted to the City and implemented by the Contractor.

The Contractor shall keep a copy of the SWPPP and all amendments at the project site, The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, U.S. Environmental Protection Agency, or City of Upland storm water management team. Requests by the public shall be directed to the City.

When the original SWPPP is retained by a contractor's employee in a company vehicle and is not currently at the construction site, current copies of the BMPs and map/ drawings documents will be left with the onsite field crew. The original SWPPP shall be made available the same day, via a request by cellular phone, radio or other means of rapid communication.

**Notes:**

The Permit requires Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP) to obtain appropriate training, and makes this curriculum mandatory Before September 2, 2011, to allow time for course completion.

To ensure that the preparation, implementation, and oversight of the SWPPP is sufficient for effective pollution prevention, the Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioners (QSP) responsible for creating, revising, overseeing, and implementing the SWPPP must attend a State Water Board sponsored or approved Qualified SWPPP Developer and Qualified SWPPP Practitioner training course.

Fact Sheet

Table 9 - Qualified SWPPP Developer/ Qualified SWPPP Practitioner Certification Criteria

Certification/ Title	Registered By	QSD/QSP	Certification Criteria
Professional Civil Engineer	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Professional Geologist or Engineering Geologist	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Landscape Architect	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Professional Hydrologist	American Institute of Hydrology	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Certified Professional in Erosion and Sediment Control™ (CPESC)	Enviro Cert International Inc.	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Inspector of Sediment and Erosion Control™ (CISEC)	Certified Inspector of Sediment and Erosion Control, Inc.	QSP	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Erosion, Sediment and Storm Water Inspector™ (CESSWI)	Enviro Cert International Inc.	QSP	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Professional in Storm Water Quality™ (CPSWQ)	Enviro Cert International Inc.	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education

**30.3. Rain Event Action Plan**

1. The discharger shall ensure a QSP (after July 1, 2010) develop a Rain Event Action Plan (REAP) 48 hours prior to any likely precipitation event. A likely precipitation event is any weather pattern that is forecast to have a 50% or greater probability of producing precipitation (POP) in the project area. The discharger shall ensure a QSP obtain a printed copy of precipitation forecast information from the National Weather Service Forecast Office (e.g., by entering the zip code of the project's location at <http://www.srh.noaa.gov/forecast>).

2. The discharger shall ensure a QSP develop the REAPs for all phases of construction (i.e., Grading and Land Development, Streets and Utilities, Vertical Construction, Final Landscaping and Site Stabilization).
3. The discharger shall ensure a QSP ensure that the REAP include, at a minimum, the following site information:
  - a. Site Address
  - b. Site Storm Water Manager Information including the name, company, and 24-hour emergency telephone number
  - c. Erosion and Sediment Control Provider information including the name, company, and 24-hour emergency telephone number
  - d. Storm Water Sampling Agent information including the name, company, and 24-hour emergency telephone number
4. The discharger shall ensure a QSP include in the REAP, at a minimum, the following project phase information:
  - a. Activities associated with each construction phase
  - b. Trades active on the construction site during each construction phase
  - c. Trade contractor information
  - d. Suggested actions for each project phase
5. The discharger shall ensure a QSP begin implementation and make the REAP available onsite no later than 24 hours prior to the likely precipitation event.
6. The discharger shall ensure a QSP maintain onsite a paper copy of each REAP onsite in compliance with the record retention requirements of the Special Provisions in the General Permit.
7. All "Pre, During and Post Rain Event" inspections shall be submitted via fax to 909-291-2974 within 48 hours from the end of rain event. (Alternately, check with project manger if email submittal is also acceptable for this project)

### 31. **MOBILIZATION**

Mobilization shall consist of preparatory work and operations for the water system and street rehabilitation improvements, including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project, coordination with utility companies and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items, and for obtaining all business licenses and permits, including permit fees, as required for entire project, from all related agencies including, but not limited to, utility companies, regulatory agencies and the City. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, an English speaking superintendent or foreman capable of reading and thoroughly understanding the plans, specifications, and other related documents

**Compensation for Mobilization shall be considered part of all other bid items and no additional compensation will be allowed.**

## **SECTION 2 – DEFINITION OF BID ITEMS**

The unit prices and lump sum amounts to be paid for the Items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work, and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items incidental to the work.

Payment for Unit Price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be as specified in Section 9-1, "Measurement of Quantities for Unit Price Work," of the SSPWC. Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with Section 9-2, "Lump Sum Work," of the SSPWC.

### **BASIC BID:**

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective Sections of the 2015 Edition of the Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified, except as modified herein. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

#### **1. Traffic Control, Public Convenience and Safety**

This Bid Item shall include all work, materials, and equipment necessary to comply with the requirements of Subsection 7-10, "Safety," of the SSPWC, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition), the standards contained in the "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc.; (latest edition); Section 1-8, "Temporary Traffic Control," of these Special Provisions, and the City-approved Traffic Control Plan to be provided by the Contractor, except as modified and supplemented herein. In the case of a conflict, the highest standard shall prevail.

To allow for equipment movement and cleanup during various construction operations, momentary stoppage of traffic and turn movements will be permitted, using flagging procedures.

If at any time during the course of construction the City Engineer, or his representative, deems traffic control measure are inadequate, or construction impacts to traffic are too great, the Engineer may require changes be made to the traffic control. Any and all costs as a result of traffic control modifications/ changes shall be borne solely by the Contractor.

Payment for "Traffic Control, Public Convenience & Safety" shall be made at the Contract Lump Sum Price, and shall include full compensation for furnishing all labor, materials tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the signs as specified herein.

Progress payments shall be pro-rated in proportion to the total value of work completed to date as a function of the total awarded contract amount.

#### **2. Construction Survey**

This item includes but not limited to surveying and staking in order to provide vertical and horizontal control necessary for this project. The Contractor shall hire a licensed land surveyor to perform this work. The Surveyor shall inspect the project limits and identify all survey monuments found. The project shall be inspected following the City's notice to proceed and prior to beginning construction. The contractor's surveyor shall submit to the City a letter stating that a reasonable and diligent field search was conducted and list the monuments found. The letter shall be submitted to the City prior to construction.

Contractor shall perform construction staking for street improvements, as required on this project. Construction stakes or marks shall be set and maintained as necessary to achieve the required accuracy set forth on the Plans and Specifications. Stakes for curb and gutter shall be at 25-foot maximum intervals.

Contractor shall circle all monuments and corner markers and have his surveyor tie-out the markers or monuments prior to removal. Contractor will be responsible for the cost of re-surveying for the corner markers and monuments.

All Survey Cut Sheets shall be submitted to the Engineer.

The Contractor shall assist the Engineer for final elevation checks, if necessary. Such checks shall be made at randomly selected points.

Any questionable grade, elevation, location or design shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction. Any additional survey required to correct such construction shall be at the sole expense of the Contractor, and no additional compensation will be made therefor.

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. Any staking, monuments or reference points (centerline ties) found to exceed allowable error shall be reset at the sole expense of the Contractor, and no additional compensation will be made therefore. All work shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer, licensed to practice land surveying. Copies of all grades sheets and corner records shall be provided to the Engineer.

Prior to the commencement of construction, Contractor shall obtain centerline tie notes available at the City of Upland Public Works Department to determine which monuments are in harms way. All monuments that are within 3.0 feet of the proposed construction shall be perpetuated by the witness monuments shown on the City of Upland Monument notes or by a minimum of four (4) centerline tie points set in existing curbs or other durable features in the near vicinity of the Monument that is being perpetuated with a measured distance from each tie point to the centerline monument. Tie point monuments shall be of the character approved by the City of Upland. After construction is complete, Contractor shall replace (in kind) all monuments and corner markers disturbed or destroyed by construction. Set Class "C" well monuments per detail available at the City of Upland; all other monuments shall be of a character approved by the City of Upland. Measure new tie distances to the replaced centerline monument and submit centerline tie notes and corner records prepared by the Contractor's surveyor, to the Engineer and to the County Surveyor's office for approval. The Contractor shall determine all monuments that need to be replaced prior to construction.

Full compensation for conforming to the requirements, including furnishing all labor, tools, time, equipment, documentation and materials for doing the work and resetting monuments shall be included in the lump sum price bid for Construction Surveying and no additional compensation will be allowed.

### **3. Storm Water Pollution Prevention Plan & Implementation**

As part of this project, the Contractor shall provide a site specific Storm Water Pollution Prevention Plan (SWPPP) to the City prior to commencing construction. The Contractor shall ensure that the SWPPP for all work is developed and amended or revised by a Qualified SWPPP Developer (QSD). The SWPPP shall conform to the requirements in the Permits, and these Special Provisions.

The objectives of the SWPPP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement, and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the maximum extent practicable (MEP, as defined in Title 33 CFR of the United States Code) pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

**Contractor shall have a designated concrete wash on site as required per NPDES requirements prior to starting any concrete work.**

This item shall include all work involve in compliance with the requirements of Section 1.30, "NPDES Requirements," of these Special Provisions.

Payment for this item shall be at the contract LUMP SUM price bid for Storm Water Pollution Prevention Plan & Implementation, and shall be considered as full compensation for preparing and implementing the SWPPP, furnishing all labor, materials, tools, equipment, time, and incidentals for doing all work involved in construction of this item, and no additional compensation will be allowed therefore. Payment shall be based on progress of the work completed at the City's discretion.

**4. Remove Existing & Reconstruct PCC Curb(CF=8" to 10") & Gutter ( W= 18") per APWA Standards, including Pavements**

***For all concrete removal and reconstruction work adjacent to existing trees, the Contractor shall coordinate his work with the City regarding inspection. The Contractor shall carefully remove the curb, gutter, sidewalk and other concrete improvements, so as not to damage tree roots. Once these improvements are removed, Contractor shall notify the City to schedule tree inspection. Contractor shall notify the City at least two (2) working days in advance of any changes to the tree inspection schedule.***

***Contractor shall provide sufficient time for root inspection. Contractor shall follow Arborist's recommendations for root pruning, shaving, and cutting. Arborist usually requires a minimum of five (5) working days advance written notice to schedule inspection.***

These Bid Items shall consist of the removal and replacement of existing curb & gutter, including saw cutting, excavation, root removal, protection and/or replacement of all existing drains, subgrade preparation, backfill, compaction, cleanup, and replacement of existing curb drains, parkway culverts, and curb markings, (i.e. house numbers, red curb paints) removed by the new construction, as shown on the Plan, and/or as marked in the field.

All PCC improvements to be removed shall be sawcut at join lines prior to removal. Damage to the improvements to be left in place shall be remedied by sawcutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer

All work shall be in accordance with the applicable provisions of Subjections 300-1.3, "Removal and Disposal of Materials," 300-2, "Unclassified Excavation," 301-1, "Subgrade Preparation," and 303-5, "Concrete Curb, Walk....," of the SSPWC. The proposed curb and gutter shall be constructed in accordance with City of Upland Standard Drawing No. CU-R-2. All PCC improvements to be removed shall be sawcut at join lines prior to removal. Damage to the improvements to be left in place shall be remedied by sawcutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. All concrete flowlines shall be water-tested upon completion of finishing, and any irregularities causing water ponding shall be corrected and refinished. Under sidewalk drain shall be in accordance with SPPWC Standard Plan 150-3.

**This item shall also include removal and replacement of AC pavement (pavements) adjacent to the curb and gutter to be reconstructed. The AC pavement shall be sawcut at join lines prior to removal. The AC pavement shall be 2 feet wide, and depth of one inch thicker than existing (minimum of 4-inch) in two lifts (Base Course and Cap), or as shown on the Plan, or as directed by the Engineer. The Contractor shall place AC hot mix in these slots as soon as the new PCC curb and gutter is cured. The new AC shall join flush with the adjacent AC surface. Cold Mix AC is not allowed for paving the slots.**

Restoration of the parkway adjacent to the new improvements shall be done in accordance with Bid Item for, "Parkway Restoration," of these Special Conditions. Contractor shall re-grade parkway areas adjacent to the curb to match the new elevation of top of curb or sidewalk this may require 2 to 3 feet of adjacent parkway regrading and restoration. Parkway regrading shall be paid under corresponding bid items.

Payment for these Bid Items shall be made at the Contract Unit Price per lineal foot of curb and gutter / type A-1 curb actually removed and reconstructed and shall include all work specified above, including all labor, materials, time and equipment necessary to complete this work. No additional compensation will be allowed therefor.

**5. Remove Existing and Reconstruct 4-inch Thick PCC Sidewalk per APWA Standards**

***The first three paragraphs of Bid Item 4 & 5 shall also apply to this Bid Item.***

This Bid Item shall include the removal and reconstruction of 4" thick PCC sidewalk, as marked in the field together with saw cutting, excavation, root removal, protection and/or replacement of all existing drains and/or irrigation, replacement of all existing drains, subgrade preparation, backfill, compaction and cleanup. All work shall be completed in accordance with APWA Standard Plans, and Subsections 300-1.3, "Removal and Disposal of Materials," 300-2,"Unclassified Excavation," 301-1, "Subgrade Preparation," and 303-5, "Concrete Curbs, Walks, etc.," of the Standard Specifications.

All PCC improvements to be removed shall be sawcut at joint lines prior to removal. Prior to construction of new sidewalk, the Contractor shall remove any AC ramping from existing PCC improvements to be joined. The Contractor shall take all measures necessary to remove the asphalt stain from the sidewalk. Damage to the improvements to be left in place shall be remedied by sawcutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer.

Existing tree roots shall be removed within the areas where existing concrete sidewalk is to be removed and reconstructed, to a depth of 8 inches below subgrade or as directed by the Engineer. Limits of tree root removal shall extend to 6 inches in front of the sidewalk where at that point, roots shall be cut vertically, so that the remaining root ends have a neat, smooth surface. **In some areas Contractor may shave the roots to achieve a smooth transition.**

All cut roots shall be removed and disposed of from site by the Contractor, and shall not be used as backfill. Backfill material shall be clean native soil, free of organic material, rocks, and tree roots. Backfill shall be placed and compacted to a relative compaction of at least 90%. Top soil shall be used for the top 4-inches in the parkways and on private property adjacent to the sidewalk.

Restoration of the parkway adjacent to the new improvements shall be done in accordance with Bid Item 9, "Parkway Clearing, Grading, & Restoration," of these Special Provisions. Contractor shall re-grade parkway areas adjacent to the curb to match the new elevation of top of curb or sidewalk this may require 2 to 3 feet of adjacent parkway regrading and restoration. Parkway regrading shall be paid under Bid Item 9.

Payment for this item shall be made at the Contract Unit Price per square foot of sidewalk actually removed and reconstructed, and shall include all labor, materials, time, and equipment necessary to complete the work specified herein. No additional compensation will be allowed therefor.

**6. Remove Existing and Reconstruct PCC Residential Driveway Approach per APWA Standards**

***The first three paragraphs of Bid Item 4 & 5 also apply to this Bid Item.***

This Bid Item shall include the sawcutting, removal and disposal of existing improvements and construction of PCC driveway approach per APWA Standard Plan No. 101-2, and applicable provisions of Subsections 300-1.3, "Removal and Disposal of Materials," 300-2,"Unclassified Excavation," 301-1, "Subgrade Preparation," and 303-5, "Concrete Curbs, Walks, etc.," of the Standard Specifications.

All other requirements of Bid Item 6, "Remove Existing and Construct 4-inch thick P.C.C. Sidewalk," shall apply.

In order to maintain access to the residents, driveway approaches shall be constructed one half at a time, or at the option of the Contractor and upon approval by the Engineer, a "high early" strength concrete may be used, so that 3 hours after its pour, the new driveway, with steel plates placed over it, shall be capable to withstand the imposed load without damage. When the driveway width is smaller than 12 feet, steel plates shall be installed after finishing the concrete to provide access to the resident. Contractor shall coordinate with Burrtec for trash collection.

Should a driveway approach be removed at the end of the day, the Contractor shall provide a temporary access ramps or steel plates for vehicles to be able to drive over.

Payment for this Bid Item will be made at the Contract Unit Price bid per square foot of actual driveway approach removed and reconstructed, including, removal and reconstruction of AC pavement (minimum of 2-foot wide and 6-inches deep) adjacent to the new driveway, whether inside or outside the public right of way. Such payment shall include all labor, materials, time, and equipment necessary to complete the work.

**7. Remove and Reconstruct PCC Spandrel / Cross-Gutter per APWA Standard Plan 122-2**

***The first three paragraphs of Bid Item 4 & 5 shall also apply to this Bid Item.***

The work under this item shall include the removal of existing PCC cross gutter, spandrel and adjacent AC pavement, and reconstruction of 8-inch thick PCC cross gutter and spandrel at locations shown on the Plan, or determined by the Engineer, in accordance with SPPWC Standard Plan No. 122-2, and Subsections 303-5, "Concrete Curbs, Walks, etc.," of the Standard Specifications.

AC pavement adjacent to the cross gutter shall be sawcut and removed. The AC paveout shall be minimum 2 feet wide, and depth of one inch thicker than existing (minimum of 4-inch whichever is greater) in two lifts (Base Course and Cap), or as shown on the Plan, or as directed by the Engineer. The Contractor shall place AC hot mix in these slots as soon as the new PCC is cured. The new AC shall join flush with the adjacent AC surface. Cold Mix AC is not allowed for paving the slots.

All concrete flowlines shall be water-tested upon completion of finishing, and any irregularities causing water ponding shall be corrected and refinished.

All other requirements shall be the same as described under Item No. 4 & 5, of these Special Provisions.

Grading adjacent to the newly constructed cross gutter and spandrel shall be as described and paid for under Bid Item 8, "Parkway Clearing, Grading and Restoration," of these Special Provisions.

Payment for this Bid Item shall be made at the Contract Unit Price per square foot of cross gutter / spandrel actually constructed and shall include all labor, materials and equipment necessary to complete this work. No additional compensation will be allowed therefor.

**8. Remove Existing & Reconstruct PCC ADA Curb Ramp per APWA Std. Plan 111-5, Type 3 Modified, with Detectable Warning Devices**

This Item shall consist of the removal of existing curb ramps or PCC improvements and construction of PCC curb ramps with detectable warning devices per current APWA Standards, including removal of existing PCC, excavation, root removal, **relocations of street name sign**, protection and/or replacement of existing drains, if any, subgrade preparation, backfill, compaction and cleanup, as shown on the Plan, and/or as marked in the field. For the purpose of this item, **ramp is defined as that area between the beginning and the end of curb returns (BC to EC). Therefore, the limits of removal and reconstruction for each ramp shall be from the BC to the EC, and shall include the curb, gutter, sidewalk, and 2-3 foot wide asphalt concrete paveout within this return (minimum of 4 inches thick or 1" thicker than existing AC whichever is greater).** No additional compensation will be allowed for improvements within the BC and EC limits.

All work shall be in accordance with the applicable provisions of Subsections 300-1.3, "Removal and Disposal of Materials," 300-2, "Unclassified Excavation," and 303-5, "Concrete Curb, Walk....," of the SSPWC. This item shall also include adjustment to the new grade of existing traffic signal pull boxes and other utility boxes within the limits of the new ramp.

**PCC curb ramp shall conform to APWA Std. Plan 111-5, Type 3 Modified, with Detectable Warning Device (DWD) per Caltrans Std. Plan A88A.** All PCC improvements to be removed shall be sawcut at joint lines prior to removal. When joining, new construction shall match existing improvements with proper grade to form a safe and

smooth surface. All utility boxes (traffic signal, water meter, etc.) or valve covers within the new ramp shall be adjusted to grade. All street signs shall be relocated if required, or adjusted to grade as part of the ramp work.

The Contractor shall furnish and install 3' x 5' Safety Step Traditional SSTD-Mat System DWD or equal per Caltrans Standard Plan No. A88A. Detectable Warning Devices shall be **yellow** color. Detectable Warning surface shall extend 36-inches minimum (from the back of the curb face) in the direction of travel, and the full width of the curb ramp.

Ramp and DWD shall comply with latest ADA modifications and requirements.

Curb ramps shall be poured non monolithic except in the location(s) where shiner is cut in the existing PCC spandrel.

Full compensation for conforming to the requirements of this item shall be at the contract unit price bid per each curb ramp removed and reconstructed as defined in this bid item, and shall include all labor, materials, tools, equipment, time, and incidentals necessary to complete this work, and no additional compensation will be allowed therefor.

**9. Furnish and Install Detectable Warning Device Only**

This Bid Item shall consist of furnishing and installing detectable warning device (DWD) only on existing curb ramp at the location shown on the Plan or as determined by the Engineer, in accordance with SPPWC Std. Plan 111-5.

Requirements for the DWD to be installed shall be the same as Bid Item 9.

Full compensation for conforming to the requirements of this Bid Item shall be at the Contract Unit Price bid per each DWD furnished and installed in place, and shall include all labor, materials and equipment necessary to complete this work.

**10. Saw-cut, Remove existing and Install AC pavement (one inch thicker than existing, minimum of 4" whichever is greater) in two lifts (Base course and Cap)**

This Bid Item shall include removal of existing AC as marked in the field at various locations, construction of 2-inch thick Dense Graded Asphalt Concrete (DGAC) base course and 2" cap, in accordance with Subsections 203-6, "Asphalt Concrete," and 302-5, "Asphalt Concrete Pavement," of the SSPWC, except as modified or supplemented herein.

DGAC for the base course shall consist of Type B PG-64-10 with 5.2 percent asphalt binder (3/4" sieve size).  
DGAC for the base course shall consist of Type C PG-64-10 with 5.2 percent asphalt binder (1/2" sieve size)

Work shall include, saw cutting of existing AC as marked by the City Inspector/ Project Manager at various locations, removal of existing AC, disposal, subgrade preparation, compaction, and installation of new AC pavement in two lifts with a 2" thick B mix and 2" cap.

Payment for these items will be made at the Contract Unit Price per square foot of AC removed and replaced, and shall include all labor, materials, tools, equipment, time, and incidentals necessary to complete this work, and no additional compensation will be allowed or paid for.

**11. Parkway Clearing, Grading, and Restoration**

This Bid Item shall include work within the parkway as well as on private properties, in connection with the various concrete repair work performed under bid items 3 through 10. Clearing and grading shall be done in accordance with, and shall include, all work specified in Subsection 300-1, "Clearing and Grubbing," of the SSPWC, except as modified and supplemented below, or specifically covered elsewhere in these Special Provisions.

Excavation and preparation of subgrade shall be in accordance with, and shall include, all work specified in Subsection 300-2, "Unclassified Excavation," and 301-1, "Subgrade Preparation," of SSPWC, except as modified

and supplemented herein.

Unless specifically covered elsewhere under the Special Provisions, included in this item are the following:

1. Removal and disposal of tree roots, shrubs, grass, and other planting materials that interfere with the proposed improvements to be constructed.
2. Backfilling, grading and compacting behind proposed sidewalk, driveway, curb and gutter, and curb, including grading on private property for transitions. All backfill material shall be clean, native material, free of AC and PCC rubble. The top 4" of backfill material shall be clean topsoil.
3. Re-grading of parkway to match the grades of new sidewalk and top of curb. This work may consist of cutting and filling raised and low areas respectively in order to have a straight surface between the curb and sidewalk. It may be necessary for the Contractor to import soil for backfilling low parkway areas adjacent to concrete repairs. All parkway backfill shall be clean topsoil, approved by the Engineer.
4. Re-grading areas behind new sidewalk to approximately 2' towards private property in order to provide a smooth transition.
5. Restoration of irrigation and landscaping system affected by the improvements. Lawn planting adjacent to the improvements constructed (e.g. sidewalk, driveway, curb and gutter, etc.) shall be restored as nearly to its original condition as is reasonably possible. Grass damaged by construction shall be replaced with same grass or equivalent type approved by the Engineer, by replanting with sod turf.
6. **Installation of minimum one 1.5-inch or 2-inch diameter PVC irrigation sleeve per property for future use (Some properties may require two sleeves).**
7. Removal and capping off of irrigation facilities which interfere with construction. Sprinkler heads shall be salvaged and turned over to the adjacent property owner. Irrigation lines shall be terminated and capped off at the right-of way, and all laterals within the limits of construction shall be removed and disposed of.
8. Adjustment of all existing utility boxes that are to remain in place, such as water meter boxes, valves boxes, electrical pull boxes, etc. which are not specifically covered in any of the bid item.

Payment for this item at a lump sum bid shall be considered as full compensation for all the work described and specified above, including furnishing all labor, materials, tools, equipment, time, and incidentals required to complete the work, and no additional compensation shall be allowed therefor.

END SPECIAL PROVISIONS



## **APPENDIX "A"**

### **LOCATION MAPS**

FOR

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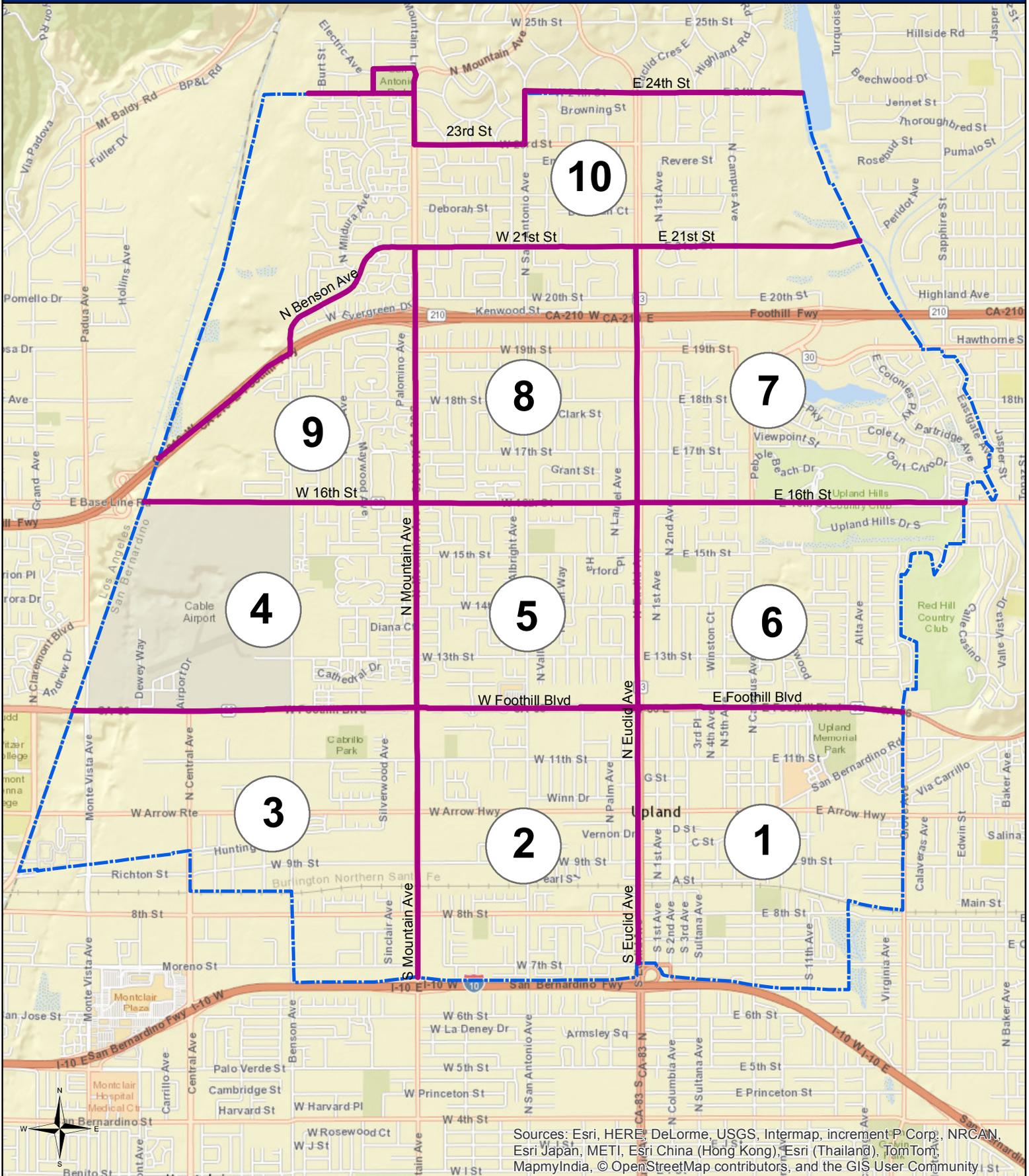
**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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# Sidewalk Repair Grid



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

# Citywide Concrete Reparis 2017- 2018

## AREA # 2

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter- Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clearing, Grading, Restore S/W
1	352 San Antonio (S)			27	4	108			0				27
2	343 Vallejo (S)			56	4	224			0	534.5	2		56
3	693 Emerald		27	17	4	68	23	7	161				44
4	693 Emerald		74	7	4	28			0				81
5	663-645 Emerald			32	4	128			0				32
6	645 Emerald			29	4	116			0				29
7	623 Emerald			25	4	100			0		1		25
8	622 Emerald			17	4	68			0		1		17
9	622 Emerald			10	4	40			0				10
10	640-668 Emerald			56	4	224			0				56
11	698-722 Emerald			66	4	264			0				66
12	722-768 Emerald			178	4	712			0				178
13	748 Emerald					0	23	7	161				0
14	722 Emerald		10			0	15	7	105				10
		0	111			2080			427	534.5	4	0	631

# Citywide Concrete Reparis 2017- 2018

## AREA # 5

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter-Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clearing, Grading, Restore S/W
1	1397 Tulare					0			0		1		0
2	1389 Tulare					0	20	8	160				0
3	1383-1389 Tulare			150	4	600			0				150
4	1377 Tulare			42	4	168			0				42
5	1372 Tulare		20			0			0				20
6	1380 Tulare			22	4	88			0				22
7	1386 Tulare			8	4	32			0				8
8	1386 Tulare - 500 W 14th St (W)			40	4	160			0		1		40
9	1386 Tulare - 500 W 14th St (W)			33	4	132			0				33
10	1386 Tulare - 500 W 14th St (W)			18	4	72			0				18
11	1368 Ukiah			24	4	96			0				24
12	1368 Ukiah			60	4	240			0		1		60
13	1368 - 1374 Ukiah			18	4	72			0				18
14	1368 - 1374 Ukiah			74	4	296			0				74
15	1382 Ukiah			23	4	92			0				23
16	1390-1982 Ukiah			33	4	132			0				33
17	1396-1390 Ukiah			90	4	360			0		1		90
18	1397 Ukiah			13	4	52			0		1		13
19	1385 Ukiah			14	4	56			0				14
20	1377 Ukiah			48	4	192			0				48

21	1371 Ukiah			7	4	28			0				7
22	1371 Ukiah			4	4	16			0				4
23	1365 Ukiah			28	4	112			0				28
24	1365 Ukiah			12	4	48			0				12
25	1353 Ukiah			10	4	40			0				10
26	1353 Ukiah			28	4	112			0				28
27	1347 Ukiah			40	4	160			0				40
28	1341 Ukiah			16	4	64			0				16
29	1341 Ukiah			53	4	212			0				53
30	1333 Ukiah			10	4	40			0				10
31	1327 Ukiah			14	4	56			0				14
32	1327 Ukiah			8	4	32			0				8
33	1323 Ukiah			24	4	96			0				24
34	1315 Tulare (N)			20	4	80			0				20
35	1315 Tulare (N)			25	4	100			0				25
36	1315 Tulare			8	4	32			0		1		8
37	1315-1311 Tulare			21	4	84			0				21
38	1311 Tulare			8	4	32			0				8
39	1316 Tulare			47	4	188			0		1		47
40	472 Yale					0	14	8	112				0
41	1371 Tulare			65	4	260			0				65
42	1371 Tulare (S)			29	4	116			0				29
43	1371 Tulare (S)			20	4	80			0				20
44	1371 Tulare (S)			33	4	132			0				33
45	460 Cornell			9	4	36			0				9

46	505 Cornell			18	4	72			0				18
47	505 Cornell			23	4	92			0				23
48	1328 Ukiah			14	4	56			0				14
49	1328 Ukiah		38	64	4	256			0				102
50	1338-1348 Ukiah			25	4	100			0				25
51	1338-1348 Ukiah			60	4	240			0				60
52	1348 Ukiah - 544 Yale (W)			30	4	120			0				30
53	1348 Ukiah - 544 Yale (W)			15	4	60			0				15
54	544 Yale (N)			45	4	180			0		1		45
55	544 Yale (N)			41	4	164			0				41
56	544 Yale			14	4	56			0				14
57	578 13th St					0			0			2	0
	<b>TOTAL</b>	<b>0</b>	<b>58</b>			<b>6,392</b>			<b>272</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>1,656</b>

# Citywide Concrete Reparis 2017- 2018

## AREA # 5

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter-Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clearing, Grading, Restore S/W
1	1397 Tulare					0			0		1		0
2	1389 Tulare					0	20	8	160				0
3	1383-1389 Tulare			150	4	600			0				150
4	1377 Tulare			42	4	168			0				42
5	1372 Tulare		20			0			0				20
6	1380 Tulare			22	4	88			0				22
7	1386 Tulare			8	4	32			0				8
8	1386 Tulare - 500 W 14th St (W)			40	4	160			0		1		40
9	1386 Tulare - 500 W 14th St (W)			33	4	132			0				33
10	1386 Tulare - 500 W 14th St (W)			18	4	72			0				18
11	1368 Ukiah			24	4	96			0				24
12	1368 Ukiah			60	4	240			0		1		60
13	1368 - 1374 Ukiah			18	4	72			0				18
14	1368 - 1374 Ukiah			74	4	296			0				74
15	1382 Ukiah			23	4	92			0				23
16	1390-1982 Ukiah			33	4	132			0				33
17	1396-1390 Ukiah			90	4	360			0		1		90
18	1397 Ukiah			13	4	52			0		1		13
19	1385 Ukiah			14	4	56			0				14
20	1377 Ukiah			48	4	192			0				48

21	1371 Ukiah			7	4	28			0				7
22	1371 Ukiah			4	4	16			0				4
23	1365 Ukiah			28	4	112			0				28
24	1365 Ukiah			12	4	48			0				12
25	1353 Ukiah			10	4	40			0				10
26	1353 Ukiah			28	4	112			0				28
27	1347 Ukiah			40	4	160			0				40
28	1341 Ukiah			16	4	64			0				16
29	1341 Ukiah			53	4	212			0				53
30	1333 Ukiah			10	4	40			0				10
31	1327 Ukiah			14	4	56			0				14
32	1327 Ukiah			8	4	32			0				8
33	1323 Ukiah			24	4	96			0				24
34	1315 Tulare (N)			20	4	80			0				20
35	1315 Tulare (N)			25	4	100			0				25
36	1315 Tulare			8	4	32			0		1		8
37	1315-1311 Tulare			21	4	84			0				21
38	1311 Tulare			8	4	32			0				8
39	1316 Tulare			47	4	188			0		1		47
40	472 Yale					0	14	8	112				0
41	1371 Tulare			65	4	260			0				65
42	1371 Tulare (S)			29	4	116			0				29
43	1371 Tulare (S)			20	4	80			0				20
44	1371 Tulare (S)			33	4	132			0				33
45	460 Cornell			9	4	36			0				9

46	505 Cornell			18	4	72			0				18
47	505 Cornell			23	4	92			0				23
48	1328 Ukiah			14	4	56			0				14
49	1328 Ukiah		38	64	4	256			0				102
50	1338-1348 Ukiah			25	4	100			0				25
51	1338-1348 Ukiah			60	4	240			0				60
52	1348 Ukiah - 544 Yale (W)			30	4	120			0				30
53	1348 Ukiah - 544 Yale (W)			15	4	60			0				15
54	544 Yale (N)			45	4	180			0		1		45
55	544 Yale (N)			41	4	164			0				41
56	544 Yale			14	4	56			0				14
57	578 13th St					0			0			2	0
	<b>TOTAL</b>	<b>0</b>	<b>58</b>			<b>6,392</b>			<b>272</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>1,656</b>

# Citywide Concrete Repairs 2017- 2018

## AREA # 6

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter-Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clear, Grade, Restore S/W
1	1397 1st Ave			16	4	64			0				16
2	1397 1st Ave			20	4	80			0				20
3	1391 1st Ave			8	4	32			0				8
4	1391 1st Ave			20	4	80			0				20
5	1391 1st Ave			8	4	32			0				8
6	1385 1st Ave			20	4	80			0				20
7	1377 1st Ave			40	4	160			0				40
8	1373 1st Ave			20	4	80			0				20
9	1373 1st Ave			20	4	80	14	10	140				20
10	1365 1st Ave			32	4	128			0				32
11	1359 1st Ave			13	4	52	16	10	160				13
12	1353 1st Ave			27	4	108			0				27
13	1347 1st Ave			36	4	144			0				36
14	1341 1st Ave			20	4	80	15	10	150				20
15	1335 1st Ave			86	4	344			0				86
16	1327 1st Ave			60	4	240			0				60
17	1321 1st Ave			17	4	68			0				17
18	1311 1st Ave			29	4	116			0				29
19	1303 1st Ave			65	4	260			0		2		65
20	1304 1st Ave			41	4	164			0				41

21	1310 1st Ave			20	4	80			0				20
22	1314 1st Ave			16	4	64			0				16
23	1314 1st Ave			5	4	20			0				5
24	1322 1st Ave			20	4	80			0				20
25	1328 1st Ave			30	4	120			0				30
26	1334 1st Ave			32	4	128			0				32
27	1334 1st Ave			8	4	32			0				4
28	1340 1st Ave			24	4	96			0				24
29	1340 1st Ave			16	4	64			0				16
30	1354 1st Ave			37	4	148			0				37
31	1354 1st Ave			12	4	48			0				12
32	1358 1st Ave			13	4	52			0				13
33	1358 1st Ave			9	4	36			0				9
34	1366 1st Ave			6	4	24			0				6
35	1366 1st Ave			24	4	96			0				24
36	1372 1st Ave			4	4	16			0				4
37	1378 1st Ave			10	4	40			0				10
38	1384 1st Ave			9	4	36			0				9
39	1384 1st Ave			24	4	96			0				24
40	1390 1st Ave			14	4	56	14	10	140				14
41	1396 1st Ave			12	4	48			0				12
	<b>TOTAL</b>	<b>0</b>	<b>0</b>			<b>3,772</b>			<b>590</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>939</b>

# Citywide Concrete Repairs 2017- 2018

## AREA # 6

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter-Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clear, Grade, Restore S/W
1	1397 2nd Ave			15	4	60			0				15
2	1391 2nd Ave			16	4	64			0				16
3	1391 2nd Ave			12	4	48			0				12
4	1391-1383 2nd Ave			32	4	128			0				32
5	1383 2nd Ave			20	4	80			0				20
6	1377 2nd Ave			28	4	112			0				28
7	1377 2nd Ave			28	4	112	14	10	140				28
8	1373-1365 2nd Ave			63	4	252			0				63
9	1365 2nd Ave			20	4	80			0				20
10	1357 2nd Ave			5	4	20	13	10	130				5
11	1345 2nd Ave			45	4	180	13	10	130				45
12	1341 2nd Ave			10	4	40	13	10	130				10
13	1339 2nd Ave			4	4	16			0				4
14	1321 2nd Ave			24	4	96			0				24
15	1317 2nd Ave			16	4	64			0				16
16	1317 2nd Ave			23	4	92			0				23
17	1311 2nd Ave			16	4	64			0				16
18	1311 2nd Ave			16	4	64			0				16
19	1312 2nd Ave				4	0	14	10	140				0
20	1312 2nd Ave			20	4	80			0				20

21	1312 2nd Ave			14	4	56			0				14
22	1316 2nd Ave			32	4	128			0				32
23	1328 2nd Ave			6	4	24			0				6
24	1331 2nd Ave			31	4	124			0				31
25	1331 2nd Ave			18	4	72			0				18
26	1342 2nd Ave			17	4	68			0				17
27	1342 2nd Ave			21	4	84			0				21
28	1354 2nd Ave			16	4	64			0				16
29	1366-1372 2nd Ave			100	4	400			0				100
30	1376 2nd Ave			20	4	80			0				20
31	1384 2nd Ave			12	4	48			0				12
32	1396 2nd Ave			10	4	40			0				10
33	1396 2nd Ave			36	4	144			0				36
34	1304 N 2nd Ave				4	0			0			2	0
	TOTAL	0	0			2,984			670	0	0	2	746

# Citywide Concrete Repairs 2017- 2018

## AREA # 6

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter-Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clear, Grade, Restore S/W
1	1309 Winston Ct		33		4	0			0				33
2	1309-1315 Winston Ct		37		4	0			0				37
3	1317-1319 Winston Ct			176	4	704			0				176
4	1335 Winston Ct			47	4	188			0				47
5	1341 Winston Ct			29	4	116			0				29
6	1345 Winston Ct			56	4	224	12	10	120				56
7	1351 Winston Ct			86	4	344	20	10	200				86
8	1361-1367 Winston Ct			20	4	80			0				20
9	1367 Winston Ct			40	4	160			0				40
10	1371 Winston Ct		20	41	4	164			0				61
11	1377 Winston Ct			38	4	152			0				38
12	1383 Winston Ct			8	4	32			0				8
13	1389 Winston Ct			6	4	24			0				6
14	386 14th St (E)			18	4	72			0				18
15	411 14th St (E)		45	22	4	88			0				67
16	1390 Winston Ct			10	4	40			0				10
17	1390 Winston Ct			14	4	56			0				14
18	1386 Winston Ct			53	4	212			0				53
19	1386-1382 Winston Ct		23		4	0			0				23
20	1376-1382 Winston Ct			27	4	108			0				27
21	1376 Winston Ct			22	4	88			0				22
22	1376-1372 Winston Ct			13	4	52			0				13
23	1372-1368 Winston Ct			25	4	100			0				25

24	1368-1364 Winston Ct			27	4	108			0				27
25	1352 Winston Ct		36		4	0			0				36
26	1364-1352 Winston Ct			20	4	80			0				20
27	1352 Winston Ct			28	4	112			0				28
28	1348 Winston Ct			9	4	36			0				9
29	1344 Winston Ct			23	4	92			0				23
30	1336-1330 Winston Ct			19	4	76			0				19
31	1330 Winston Ct			6	4	24			0				6
32	1330 Winston Ct				4	0	15	10	150				0
33	1326 Winston Ct		12	32	4	128			0				44
34	1318 Winston Ct			22	4	88			0				22
35	1314 Winston Ct			12	4	48			0				12
36	1306 Winston Ct			14	4	56			0				14
37	427 13th St (W)			23	4	92			0	165		2	23
	<b>TOTAL</b>	<b>0</b>	<b>206</b>			<b>3,944</b>			<b>470</b>	<b>165</b>	<b>0</b>	<b>2</b>	<b>1,192</b>

# Citywide Concrete Repairs 2017- 2018

## AREA # 6

#	Location	Asphalt Sq.Ft.	Curb & Gutter Lin.Ft.	S/W Width	S/W Length	S/W Sq.Ft. Total	Drive App. Width	Drive App. Length	D/App. Sq.Ft Total	Cross Gutter-Spand. Sq.Ft.	Wheel Chair Ramp (Each)	Trunc. Domes Retrofit	Clear, Grade, Restore S/W
1	1401 Monte Verde			24	4	96			0			2	24
2	1409 Monte Verde			24	4	96			0				24
3	1413 Monte Verde		32	20	4	80			0				52
4	1419 Monte Verde		15	12	4	48			0				27
5	1425 Monte Verde			13	4	52			0				13
6	1431 Monte Verde			29	4	116			0				29
7	1435 Monte Verde		12	10	4	40			0				22
8	1441 Monte Verde		24	40	4	160			0				64
9	1441-1447 Monte Verde			25	4	100			0				25
10	1447-1451 Monte Verde			31	4	124			0				31
11	1451 Monte Verde			39	4	156			0				39
12	1451-1447 Monte Verde		58		4	0			0				58
13	1457 Monte Verde			22	4	88			0				22
14	1457-1461 Monte Verde			48	4	192			0				48
15	1467 Monte Verde		32	60	4	240			0				92
16	1467-1475 Monte Verde		28	24	4	96			0				52
17	1475 Monte Verde			16	4	64			0				16
18	1479 Monte Verde		20	32	4	128			0				52
19	1485 Monte Verde			13	4	52			0				13
20	1485 Monte Verde (N)			8	4	32			0		1		8

21	1406 15th St (W)		53		4	0			0		1		53
22	1405 Juanita (W)		24	17	4	68			0				41
23	1405 Juanita		43	57	4	228			0	50		1	100
24	1413 Juanita			32	4	128			0				32
25	1421 Juanita			24	4	96	13	10	130				24
26	1447 Juanita			52	4	208			0				52
27	1459 Juanita			8	4	32			0				8
28	1448 Juanita			32	4	128			0				32
29	1448-1438 Juanita			71	4	284	10	10	100				71
30	1414 Juanita	260	26	34	4	136			0				60
31	1406 Juanita			17	4	68			0			1	17
32	1406 Juanita (W)			12	4	48			0				12
33	1407 Isabelita (W)			45	4	180			0		1		45
34	1417 Isabelita			20	4	80			0				20
35	1431 Isabelita		58	26	4	104			0				84
36	1441 Isabelita			14	4	56			0				14
37	1441-1453 Isabelita			22	4	88			0				22
38	1442 Isabelita		50	64	4	256			0				114
39	1430 Isabelita			8	4	32			0				8
40	1418 Isabelita		32	28	4	112	12	10	120				60
41	1406 Isabelita		36	76	4	304	12	10	120		1		112
42	1405 Hildita (W)			38	4	152			0				38
43	1405 Hildita			41	4	164			0		1		41
44	1443 Hildita		68	40	4	160			0				108
45	1453-1463 Hildita			58	4	232			0				58

46	1456-1442 Hildita		73	25	4	100			0				98
47	1442 Hildita			6	4	24			0				6
48	1432 Hildita			42	4	168			0				42
49	1432-1426 Hildita		54		4	0			0				54
50	1406 Hildita			30	4	120			0		1		30
51	1406 Hildita (W)				4	0			0				0
52	1403 Gertrudita (W)			33	4	132			0				33
53	1403 Gertrudita		26	39	4	156			0	50		1	65
54	1441 Gertrudita			54	4	216			0				54
55	1461 Gertrudita			20	4	80			0				20
56	1456 Gertrudita				4	0	12	10	120				0
57	1442 Gertrudita			14	4	56			0				14
58	1428-1418 Gertrudita		57	18	4	72	12	10	120				75
59	1406 Gertrudita			15	4	60			0			1	15
60	1406 Gertrudita (W)			60	4	240			0				60
61	1405 14th St (W)			8	4	32			0				8
	<b>TOTAL</b>	<b>260</b>	<b>821</b>			<b>6,760</b>			<b>710</b>	<b>100</b>	<b>6</b>	<b>6</b>	<b>2,511</b>



## **APPENDIX "B"**

# **REQUIRED PERMITS AND CITY OF UPLAND BUSINESS LICENSE**

FOR

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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Finance Stamp Here

Construction Permit No. \_\_\_\_\_

Inspector: \_\_\_\_\_

Final Inspection By: \_\_\_\_\_

Street/Lane Closure Permit No. \_\_\_\_\_

NOTE TO PERMITTEES: ANY WORK NOT LISTED ON THE CITY'S ACTIVE CONSTRUCTION MONITORING LIST, WILL BE SHUT DOWN IMMEDIATELY. PERMIT HOURS 7:00 AM TO 3:30 PM (M-F)

This Permit is not valid without the following items completed.

- Pre-Construction Meeting is MANDATORY before work begins; please contact Inspection at (909) 291-2963 to schedule your meeting. WORK SHALL NOT COMMENCE UNTIL THE PRE-CON MEETING HAS TAKEN PLACE, OR PERMIT WILL BE REVOKED AND PROJECT WILL BE SHUT DOWN IMMEDIATELY. PRE-CONSTRUCTION MEETINGS MAY BE SCHEDULED AFTER A MINIMUM OF THREE WORKING DAYS FROM THE PERMIT ISSUANCE DATE.
A 'Temporary Street Closure Permit' is required. No Street shall be closed, vehicular traffic, or pedestrian access impeded in any way without said permit, please allow 4 to 8 City business days for permit processing. Please contact the Permit Engineer at PWPERMITS@CI.UPLAND.CA.US for permit information.
A 'Truck Access Plan' is required before the work begins; please contact the Permit Engineer at PWPERMITS@CI.UPLAND.CA.US for necessary information to complete the Access Plan.
'At Risk Improvements' applies to Contractors requesting to work in the Public Right-Of-Way without approved plans. The Developer/Contractor is proceeding at their own risk in commencing this work without City Approved Plans. The Developer/Contractor has supplied the appropriate bonding and Indemnity Letter.
Underground Service Alert at 1-800-227-2600 shall be notified by applicant at least 2 working days in advance of any excavation and an Underground Service Alert Inquiry Identification Number shall be obtained from Underground Service Alert. CONTACTING U.S.A. DOES NOT RELIEVE CONTRACTOR OF RESPONSIBILITY FOR LOCATING OR PROTECTING EXISTING UTILITIES.

Reference (Tract, P.M., S.P., C.U.P., or Address): \_\_\_\_\_

General Location/City Plan#/Project #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Developer (Owner): \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Applicant's Statement

The undersigned hereby applies for permission to undertake, or to have undertaken, construction work within public right-of-way in the City of Upland. Said undersigned has read the conditions provided as Supplemental Permit Information. Said undersigned hereby agrees to observe and comply with all permit provisions. All applicable Sections of the Upland Municipal Code and all applicable Sections of the City of Upland Standard Specification for Public Works Construction, and to complete said construction work all in accordance with the approved plan, and/or standard drawing and/or engineering directives and/or special conditions.

Applicant's Printed Name Signature Date Signed

This Permit Expires on: \_\_\_\_\_ Extension \_\_\_\_\_ Approved By \_\_\_\_\_

Permit Approval: \_\_\_\_\_ City Engineer or Authorized Representative Date

**Items to be constructed or activities with this Permit**

**Street**

- AC Paving
- Curb & Gutter
- Drive Approach
- Sidewalk
- Miscellaneous Items
- Per Attached Plans

**Sewer**

- Sewer Main
- Manhole
- Sewer Lateral

Paid with Receipt Number

\_\_\_\_\_

**Water**

- Water Main
  - Water Lateral
  - Fire Hydrant
- Storm drain**
- Storm drain Main

**Miscellaneous**

- Pavement Repairs
- Parkway Landscaping
- Utility Trench
- Splice Pit
- Aerial Work
- Traffic Control Inspection
- Grading
- Stockpile/Material Placement
- Square Feet Soil Disturbed

\_\_\_\_\_

**Fees**

**Account Number**

Permit Fee: \_\_\_\_\_

101-300-0000-3205

Inspection Deposit: \_\_\_\_\_

101-300-0000-3645

Total Due this Permit: \_\_\_\_\_

**REFUND REMAINING DEPOSIT TO:** \_\_\_\_\_

**Permit Work Hours**

Permit work hours are from **7:00 AM to 3:30 PM**, Monday through Friday (excluding holidays). Any work after 3:30 PM is subject to the overtime inspection rate. Any work outside of the permit hours must be submitted in writing a minimum of four (4) business days/permit hours in advance.

**NO WORK ON WEEKENDS AND HOLIDAYS ALLOWED BY THIS PERMIT PERMIT IS VALID ONLY WITHIN CITY RIGHT OF WAY; WORKS ON PRIVATE PROPERTY NEED PRIVATE OWNER'S PERMISSION. ALL PERTINENT ORDINANCES APPLY. PRE-CONSTRUCTION MEETING IS MANDATORY. PAVING WORKS MUST BE COMPLETED WITHIN 30 DAYS FROM BACKFILL IF INCLUDED IN THE SCOPE OF WORKS AND MUST USE ORDINANCE 841.**

**Temporary Street Closure**

Temporary Street Closures require a separate permit and a minimum of 3 to 7 permit business days for processing. Prior to the start of any temporary street and/or lane closure, the applicant is required to notify and receive City approval a minimum of 72 permit business hours in advance. Permit business hours are Monday through Thursday from 8:00 AM to 4:00 PM.

**Permit Fee Structure**

The minimum fee for a Construction Permit is \$325.00 and is non-refundable. This minimum fee is for minor construction usually for a utility tie-in for a single-family home. Projects that are more extensive require a review on a case-by-case basis.

**Public Works Inspection Deposit (Defined)**

Inspections are based on an hourly rate. Staff performs an audit when the Inspector finalizes a Construction Permit. This audit consists of deducting the Inspector's documented time (shown on their time sheet) from the deposit.

**Permit Extensions**

Each permit extension will be assessed a new processing fee. The minimum fee is \$130.00 for each extension. Extension fees will automatically be assessed until the Permittee provides written notification to the City that the construction and all associated activities have been completed and that the permit has been finalized/signed-off by the Public Works Inspector.



City of Upland Public Works
Land Development and Transportation Division

PERMIT APPLICATION
TEMPORARY STREET AND LANE CLOSURES

NOTE: Please allow a minimum of 8 working days to process the permit application. For Inspections Call (909) 291-2963.

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Location: \_\_\_\_\_

Description of Street / Lane Closure: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Traffic Control Plans (check all that apply):

- Latest edition of WATCH manual plan/sketch
Latest edition of CJUTCM manual plan/sketch
Engineered Traffic Control Plans (TCP)

Table with Fees: Full Closure \$450.00, Partial Closure \$450.00, Block Party \$40.00, Vzn/TW/SCE/Gas - WO#, Traffic Control Plan Check

ALL APPLICATIONS MUST CONTAIN THE FOLLOWING INFORMATION. FAILURE TO PROVIDE THE INFORMATION WILL RENDER THE APPLICATION INCOMPLETE AND WILL NOT BE PROCESSED BY CITY STAFF.

- 1. Proof of valid California contractor's license
2. Proof of valid City Business license
3. Certificate of Liability Insurance (min. \$1M, with City named as additionally insured)
4. Proof of Workers Compensation
5. Any applicable fees
6. Site plan
7. City Project Number (if applicable)

I agree to all terms, conditions and restrictions listed on the back of the application.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR CITY STAFF USE ONLY:

Form containing permit details: Permit, Effective Date(s), Work Hours, Permit Number, Closure Type, Permit issued by City of Upland, Receipt Number, Amount Paid, CIP or Project #, Extended Date(s), By, Date Extended, Permittee to contact City, Contacted By, Date of Call, Distribution checkboxes.

**Traffic Control Plans:**

Work Area Traffic Control Handbook (WATCH) or California Joint Utility Traffic Control Manual (CJUTCM) – It is the responsibility of the applicant to present the City with a reasonable assessment of how the required work zone and existing field condition fits this category. The existing field condition/lane geometry must match the proposed drawing being referenced in the source document.

Engineered Traffic Control Plans (sign and stamped by a registered Traffic Engineer) – For major projects or projects affecting major arterials and/or intersections involving temporary traffic control beyond the scope of WATCH or CJUTCM, an engineered traffic control plan will be required. Final determination of this requirement is made by traffic engineering staff. Engineered plans shall be stamped and signed by a registered civil traffic engineer. Allow two weeks for review of the first plan check submittal and one week for review of subsequent submittals of engineered traffic control plans.

**General Notes**

The Contractor shall provide and install barricades, delineators, warning devices, and construction signs in accordance with the latest edition of California Manual on Uniform Traffic Control Devices (M.U.T.C.D.). During adverse weather or unusual traffic or working conditions, additional traffic devices shall be placed as directed by the Public Works Director or Authorized Representative.

The Contractor shall relocate, preserve, and maintain the visibility of all existing signs within the project limits, which affect the flow of traffic, as directed by the Public Works Director or Authorized Representative. The Contractor at his expense as directed by the Public Works Director or Authorized Representative shall replace any signs, which are damaged or found to be missing during the course of construction.

The City of Upland and its elected officials, officers, agents, and employees shall not be answerable or accountable in any manner of any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workmen, employees or Contractor or his Sub-Contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent Contractors who are directly responsible to City during the progress of the work or at any time before its completion and final acceptance.

The Contractor will indemnify City and its elected officials, officers, agents, and employees against and will hold and save harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, Sub-Contractors, or invitees provided for herein whether or not there is concurrent passive or active negligence on the part of the City, its elected officials, officers, agents, and employees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of the City, its employees, servants, or independent Contractors who are directly responsible to City, and in connection therewith: The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

**Conditions**

- Prior to the start of the temporary street closure, the applicant is required to notify and receive City approval a minimum of 72 permit business hours in advance (909) 931-4137. Permit business hours are M-Th from 8:00 AM to 4:00 PM.
- Please contact Inspection at (909) 291-2963 for Pre-Con.
- All signs shall be graffiti free and monitored/replaced when damaged.
- Must use flashing arrow boards for lane closures on all streets except for local/residential streets.
- Must backfill or steel plate all trenches during non-working hours.
- Post-temporary "NO PARKING" signs in the vicinity of the work area a minimum of 48 hours prior to closure. Signs shall clearly state effective dates and time of parking restriction.
- Must maintain one (1) lane of traffic in each direction at all times (Min. 12' wide lane).
- Protect any traffic signal detection equipment in-place or restore any equipment damaged by the Permittee within five (5) working days.
- Must maintain access for emergency vehicles to all driveways.
- Must notify all affected residents by letter or door hanger of the street closure a minimum of 48 hours in advance.
- When work is within a school zone, all sidewalks and traffic lanes shall remain open during non-working hours.
- Discretion per City Engineer or Inspector to change Traffic Control.

**Restrictions/Comments:** \_\_\_\_\_



## **Business License Fee Schedule**

Effective January 18, 1988, a \$15.00 one-time application fee is added to all new Business License fees. This includes previous City of Upland business license holders who have closed their businesses and wish to re-open. Unless otherwise stated, all license fees (exclusive of application fee) are not to exceed \$864.00 per year.

Retail, Wholesale, Contractor, Service, or any business not otherwise specified will be based on gross receipts as follows:

0	to	20,000	=	\$ 54.00	<b><i>This category limited to Upland Based Businesses Only</i></b>
0	to	40,000	=	\$ 75.60	
40,001	to	60,000	=	97.20	
60,001	to	100,000	=	140.40	
100,001	to	200,000	=	183.60	
200,001	to	300,000	=	216.00	
300,001	to	400,000	=	279.00	
400,001	to	500,000	=	324.00	
500,001	to	600,000	=	378.00	
					600,001
					to 700,000
					= 432.00
					700,001
					to 800,000
					= 486.00
					800,001
					to 900,000
					= 540.00
					900,001
					to 1,000,000
					= 594.00
					1,000,001
					to 1,100,000
					= 648.00
					1,100,001
					to 1,200,000
					= 702.00
					1,200,001
					to 1,300,000
					= 756.00
					1,300,001
					to 1,400,000
					= 810.00
					1,400,001
					to 1,500,000
					= 864.00

### **ADDITIONAL CATEGORIES**

Administrative Offices

Base fee ..... 54.00 per year  
 Each employee ..... 4.50 per year

Manufacturing

One to five employees..... 54.00 per year  
 Six to fifteen employees ..... 108.00 per year  
 Sixteen to thirty employees ..... 216.00 per year  
 Over thirty employees ..... 324.00 per year

Professional / Semi-Professional

Each practicing member of the firm (including real estate agents) ..... 54.00 each per year  
 Each non professional/semi professional employee ..... 4.50 each per year

Recreation & Entertainment

Rides or games of skill ..... 54.00 per year  
 Arcade games ..... 54.00 per year  
 Social club, Dancing club ..... 108.00 per year

Residential Property Rentals

Three units or rooms ..... 54.00 per year  
 Each additional unit or room ..... 4.50 per year

Solicitations

Solicitors, canvassers, peddlers..... 216.00 per year / per person

Transportation

Delivery by Vehicle..... 54.00 per year / per vehicle  
 Taxicabs ..... 54.00 per year / per vehicle

Other

Circus, carnival, etc ..... (issued by permission of City Manager) ..... 540.00 per year  
 Public Utilities ..... 216.00 per year



**CITY OF UPLAND**

Business Support Center  
Business Licensing Division  
8839 N Cedar Ave #212  
Fresno, CA 93720

(909) 348-0460 , 8:00 a.m. – 5:00 p.m., M-F  
support@hdlgov.com

Business License Number

**Business License Application**

This application is for:

- CITY OF UPLAND BUSINESS
- CITY OF UPLAND HOME OCCUPATION BUSINESS LICENSE
- CONTRACTOR OR OUTSIDE SERVICE DOING BUSINESS IN UPLAND
- CHANGE OF BUSINESS NAME\*
- CHANGE OF BUSINESS ADDRESS\*

\*Prior Business Name: \_\_\_\_\_ \*Prior Business Address: \_\_\_\_\_

**GENERAL BUSINESS INFORMATION**

Business Name (DBA): \_\_\_\_\_ Start Date: \_\_\_\_\_

Business Location: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: ( ) - \_\_\_\_\_ No. of Employees: \_\_\_\_\_ Gross Receipts (Projected Next 12 Months): \_\_\_\_\_

Business Description (detailed summary): \_\_\_\_\_

**OWNERSHIP TYPE/ IDENTIFICATION NUMBERS/OTHER INFORMATION**

**OWNERSHIP TYPE:**  Corporation Corporation Name: \_\_\_\_\_

Sole Proprietorship  Husband & Wife Sole Proprietorship  Partnership  Non-Profit Org. (Exempt)  LLC

Federal Employer ID: \_\_\_\_\_ State Employer ID: \_\_\_\_\_ State Sales Tax/Resale #: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Class: \_\_\_\_\_ Social Security: - - - SIC Code: \_\_\_\_\_

**OWNER/PARTNER/OFFICER INFORMATION**

(1)	(2)	(3)
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Home Address: _____	Home Address: _____	Home Address: _____
City/State/Zip: _____	City/State/Zip: _____	City/State/Zip: _____
Email Address: _____	Email Address: _____	Email Address: _____
Home Telephone: _____	Home Telephone: _____	Home Telephone: _____
Cell Telephone: _____	Cell Telephone: _____	Cell Telephone: _____
Drivers License #: _____	Drivers License #: _____	Drivers License #: _____
Social Security #: - -	Social Security #: - -	Social Security #: - -

**NOTICE:** I declare under penalty of perjury that the information I have provided is true and correct. I certify I will operate my business in accordance with all applicable Federal, State, and City laws and regulations. I understand that any false statements made are in violation of the City of Upland Municipal Code and are grounds for revocation of the Certificate of Business License. I understand that the term of the Certificate issued for this application will expire if I cease to meet the issuance qualifications. I authorize the City of Upland and its agents to seek information and/or conduct an investigation on this application.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Signature Name

\_\_\_\_\_  
Date

Please check to sign up for our Economic Development mailing list E-mail: \_\_\_\_\_



# CITY OF UPLAND

BUSINESS LICENSE & ZONING CLEARANCE  
APPLICATION PACKAGE

# Starting a Business in the City of Upland?

## Great!

*The City of Upland would like to welcome you to its business community. We know that starting a new business can be exciting and challenging. We wish you success in your new venture!*

*To operate any business within the City of Upland you must first obtain a business license and meet all zoning requirements. For your convenience we have included a business license application, zoning clearance form, and a list of some of the additional requirements that you may need to consider when applying for your business license.*

*The City of Upland has contracted with The HdL Companies to provide assistance to the business community for all of their business licensing needs. The Business Support Center offers extended telephone support hours via their toll free telephone number as well as email contact options.*

*You may contact the Business Support Center for your entire business license needs anytime Monday through Friday from 8am to 5pm at:*

- Toll-Free by Phone: 888-602-0239
- E-mail: [businesstax@hdlcompanies.com](mailto:businesstax@hdlcompanies.com)
- Apply online: <https://upland.hdlcompanies.com/>
- Apply by mail: 8839 N. Cedar Avenue #212  
Fresno, CA 93720

# A GUIDE FOR STARTING A NEW BUSINESS IN UPLAND

The City of Upland is excited that you have chosen to operate a business in our community and we value the many businesses that have made Upland their home. This guide is intended to assist you through our business approval process. The process includes three steps:



Outside contractors who perform work in Upland at the request of individual property owners and who do *not* have a physical location in Upland do not need zoning approval and may skip Step 2 (Zoning Clearance).

The process mentioned above is outlined in more detail below including a description of the specific steps and the agency to contact. Some businesses also have special circumstances. Please read the details below for more information:

Step	What to Do	Who to Contact
<b>Step 1</b>	<b>Obtain Business License Tax Certificate</b>	
<b>1.1</b>	<b>Name The Business</b> <p>This is a very important part of beginning your business since it is the item that will identify you, your service and/or your product to the consumer. Once you have decided your business name, ascertain if the name is available for use. Make inquiries to confirm availability with the Secretary of State for corporate names and San Bernardino County Recorder's office for fictitious name filings.</p>	<p><b>City of Upland</b> Business Support Center 888-602-0239</p> <p>➔ You can also apply online at: <a href="https://upland.hdlcompanies.com/">https://upland.hdlcompanies.com/</a></p>
<b>1.2</b>	<b>File And Publish A Fictitious Name Statement</b> <p>If the business is not a legal entity registered with the State of California, or it does not contain the owners surname, such as Jones Roofing, a Fictitious Name Statement must be filed with the County Recorder's office in the county in which the business is based (San Bernardino). This is also a requirement for partnerships not recognized by the State.</p>	<p><b>San Bernardino County</b> Recorder's Office 855-732-2575</p>

**1.3 Determine The Legal Status Of Your Business**

Most businesses are classified under one of the following categories of legal status:

- Sole-Proprietor – A business owned by a single person or husband and wife who receives profits.
- Partnership – Two or more persons who are co-owners of a business for profit.
- Corporation – An independent legal tax entity, which remains intact even if its officers and/or directors change; must provide *Articles of Incorporation or DBA (Doing Business As), if applicable.*
- Limited Liability Corporation (LLC) – A non-corporate business whose owner actively participates in the organization’s management and are protected against personal **liability**.
- Non-Profit – Must be recognized by the IRS as an exempt entity; *must provide supporting documentation – (Section 501C(3)).*
- Other

Check with your legal or financial advisor for the status best suited for your business. Questions concerning incorporation of a business should be directed to the Secretary of State, an attorney, financial advisor, or trade association.

**Legal or Financial Advisor**

**1.4 Apply For Tax ID Numbers**

If you plan to hire employees for your business, you must obtain tax identification numbers for reporting purposes. These numbers are used to identify your business on payroll and business income tax returns. To apply for a Federal number, contact the IRS, for a state number contact EDD.

**State of California**  
Employment Development (EDD)  
800-300-5616

**US Department of Treasury**  
Internal Revenue Service  
800-829-1040

**1.5 Workers Comp Insurance**

Workers Compensation Insurance is required by the State of California for any business with employees. Contact the State Industrial Relations Department for information and requirements. Some insurance agencies may also be able to assist.

**State of California**  
Industrial Relations Department  
800-963-9424

**1.6 Obtain Required Permits**

Depending upon the type of business, certain permits may be required. Below is a list of possible permits that may apply to your business.

Sellers Permit: All retail and wholesale businesses must obtain a Sellers Permit or Resale Permit from the State Board of Equalization. This may be applied for at any local office. Every business that sells goods must collect and then remit sales tax to the State of California. This process is set in motion with the application for the sellers permit.

**State of California**  
State Board of Equalization  
951-680-6400  
800-400-7115

Health Permit: Eating establishments - food sales and handling. Any business dealing with consumable products must obtain a permit from the County Environmental Health Services Department.

**San Bernardino County**  
Environmental Health Services  
800-782-4264

Hazardous Materials: Any business which handles hazardous materials (i.e. automotive repair) is also required to obtain a permit from the County Environmental Health Services Department. All businesses should contact the County to verify whether or not a permit is required.

**San Bernardino County**  
Environmental Health Services  
800-782-4264

Child/Day Care: Although daycare businesses operated from a private residence are exempt from City business licensing if there are six or fewer children, a State license is required regardless of the number of children. The County and Development Services Department should also be contacted for any additional requirements.

**State of California**  
Community Care Licensing  
951-782-4200  
800-300-5616

Alcohol Sales: Businesses selling alcohol products consumed on or off the premises must obtain a permit from the California Department of Alcoholic Beverage Control (ABC). The City's Development Services Department should also be contacted for any additional requirements.

**State of California**  
Department of Alcoholic  
Beverage Control (ABC)  
(951) 782-4400

Secondhand Dealers and Pawn Shops: Businesses are required by the Department of Justice (DOJ) to possess and display a Secondhand Dealer or Pawn Broker license. The Upland Police Department serves as a liaison between the DOJ and the business owner. Contact the Upland Police Department Detective Bureau and request an application for license and Live Scan Service. Also, the Upland Planning Division can tell you whether the proposed business location is zoned for secondhand dealers and pawn shops.

**City of Upland**  
Planning Division  
909-931-4130  
  
Upland Police Department  
\*909-946-7624  
  
*\*Non-Emergency Number*

Massage Industry: Businesses are required to obtain and display certification from the California Massage Therapy Council. Contact the California Massage Therapy Council for information on certification. Please note certifications for all employees must be obtained prior to issuance of a zoning clearance from the Upland Planning Division.

**City of Upland**  
Planning Division  
909-931-4130  
  
**State of California**  
Massage Therapy Council  
916-669-5336

## 1.7 Complete and Submit the Business License Application

Submit your **Business License Application** to the Business Support Center. Be sure to include a copy of your signed zoning clearance application. After filing with all required agencies, a business is ready to obtain a business license. Submit the zoning clearance, all State and County licenses and permits, your fictitious name filing, corporate or partnership documentation and your Tax ID numbers to the Business Support Center. You may also file online at: <https://upland.hdlcompanies.com/>

**City of Upland**  
Business Support Center  
1142 S. Diamond Bar Blvd #502  
Diamond Bar, CA 91765  
888-602-0239

No payment will be required until your application has been reviewed and accepted. You will receive an email verifying the receipt of application. After the business tax fees are paid a business license number issued. A hard copy certificate will be mailed in approximately 6-8 weeks. Upon receipt, the Upland Municipal Code requires it be posted in a conspicuous place within the business.

➔ Please continue to the zoning clearance section (STEP 2) if your business will be located or based inside the City of Upland.

Step	What to Do	Who to Contact
<b>Step 2</b>	<b>Obtain Zoning Approval For Your Location</b>	
	<p><b>2.1 Local Zoning And Building Codes</b></p> <p>Visit the Planning Division section of the City’s website and review the zoning forms in this package to find out more about the zoning, land use, and building code requirements for your proposed business location. Be sure to do this before you sign leases or sales agreements, and before making any interior or exterior alterations.</p> <p>The Business Support Center staff will assist you determine what zoning clearance, home occupation permit, or other type of prerequisite your business will required based on the activity and location of your proposed business. If your business only requires a zoning clearance or home occupation permit, you may go to Step 2.2</p>	<p><b>City of Upland</b>            Planning Division            909-931-4130</p>
	<p><b>2.2 Complete and Submit the Zoning Clearance Forms</b></p> <p>All new business must complete and submit a <b>Zoning Clearance Application</b>. Please submit all zoning related documentation to the Business Support Center with your Business License Application. If you plan to conduct your business from a residence (home based business) located in the City of Upland you will also need to complete a <b>Home Occupation Application</b>.</p> <p><i>** Please note that once a zoning clearance is approved, it is only active for 30 day period. It is very important that you complete all the required prerequisites for your business type in order to obtain a business license certificate. **</i></p>	<p><b>City of Upland</b>            Business Support Center            888-602-0239</p>
	<p><u><b>Building Permit:</b></u> Businesses wishing to make interior or exterior alterations to a tenant space must obtain any necessary permits from the Development Services Department.</p>	<p><b>City of Upland</b>            Planning Division            Development Services            909-931-4130</p>
<b>Step 3</b>	<p><b>Construction</b></p> <p>After obtaining building permits, perform any construction or building modifications required by the City as necessary for the successful operation of your business. Once you have passed a final inspection or received a certificate of use and occupancy, you may open for business.</p>	<p><b>City of Upland</b>            Building &amp; Safety Division            909-931-4110</p>
<b>Step 4</b>	<p><b>GRAND OPENING!</b></p> <p>Congratulations! We hope your business thrives in the City of Upland.</p>	

## ADDITIONAL INFORMATION

Additional sources for information pertaining to starting or relocating a business include: Chamber of Commerce, the Small Business Administration, counselors, attorneys, your local library, financial advisors, tax consultants, and the City of Upland website and Municipal Code.

## DISCLAIMER

This handout is intended as a guideline and tool for business owners. The City of Upland does not guarantee these are the only steps your particular business may need prior to opening. Any technical questions should be directed to the responsible agency or your professional consultant. Upland cannot take responsibility for operation of your business.

# HELPFUL NUMBERS

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There are a number of entities involved in the process of obtaining all necessary licenses and permits when opening a business at the local, State, and federal level. The following is a list of helpful numbers of these various agencies:

## UPLAND CITY OFFICES

[www.ci.upland.ca.us](http://www.ci.upland.ca.us)

### CITY HALL

460 N. Euclid Avenue  
Upland, CA 91785  
(909) 931-4100

### BUILDING DIVISION

460 N. Euclid Avenue  
Upland, CA 91785  
(909) 931-4110

### BUSINESS LICENSES

Business Support Center  
8839 N. Cedar Avenue #212  
Fresno, CA 93720  
(888) 602-0239

### CODE ENFORCEMENT

460 N. Euclid Avenue  
Upland, CA 91785  
(909) 931-4260

### PLANNING DIVISION

460 N. Euclid Avenue  
Upland, CA 91785  
(909) 931-4130

### FIRE DEPARTMENT

475 N. 2nd Avenue  
Upland, CA 91785  
Non-Emergency (909) 931-4180

### PUBLIC WORKS

1370 N. Benson Avenue  
Upland, CA 91785  
(909) 931-4230

### POLICE DEPARTMENT

1499 W. 13th Street  
Upland, CA 91785  
Non-Emergency (909) 946-7624

## COUNTY OFFICES

<http://www.sbcounty.gov/>

### AUDITOR/CONTROLLER/RECORDER

Fictitious Business Name  
222 W. Hospitality Lane, First Floor  
San Bernardino, CA 92415-0022  
(855) REC-CLRK or (909) 387-8306

### DEPARTMENT OF PUBLIC HEALTH

County Government Center  
385 N. Arrowhead Avenue  
San Bernardino, CA 92415  
(800) 782-4264

## MISCELLANEOUS

### CHAMBER OF COMMERCE

215 N. 2nd Ave., #D  
Upland, CA 91785  
[www.uplandchamber.org](http://www.uplandchamber.org)  
(909) 204-4465

### CALIFORNIA MASSAGE THERAPY COUNCIL

One Capitol Mall, Suite 320  
Sacramento, CA 95814  
[www.camtc.org](http://www.camtc.org)  
(916) 669-5336

### BETTER BUSINESS BUREAU

[www.bbb.org](http://www.bbb.org)  
(909) 825-7280

### INLAND EMPIRE SMALL BUSINESS DEVELOPMENT CENTER

3780 Market Street  
Riverside CA 92501  
[www.iesmallbusiness.com](http://www.iesmallbusiness.com)  
(951) 781-2345

## STATE AND FEDERAL OFFICES

[www.ca.gov](http://www.ca.gov)

### ALCOHOLIC BEVERAGE CONTROL (ABC)

[www.abc.ca.gov](http://www.abc.ca.gov)

(951) 782-4400

### ATTORNEY GENERAL

[www.caag.state.ca.us](http://www.caag.state.ca.us)

(800) 952-5225

### BOARD OF EQUALIZATION

[www.boe.ca.gov](http://www.boe.ca.gov)

Riverside Office

(951) 680-6400 or (800) 400-7115

### CONSUMER AFFAIRS

[www.dca.ca.gov](http://www.dca.ca.gov)

(800) 952-5210

### CONTRACTOR'S STATE LICENSING BOARD

[www.cslb.ca.gov](http://www.cslb.ca.gov)

Sacramento

(800) 321-2752

### DEPARTMENT OF JUSTICE (DOJ)

[www.oag.ca.gov](http://www.oag.ca.gov)

Sacramento

(800) 952-5225

### DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE LICENSING

[www.cclld.ca.gov](http://www.cclld.ca.gov)

Riverside/San Bernardino Office

(951) 782-4200

### EMPLOYMENT DEVELOPMENT

[www.edd.ca.gov](http://www.edd.ca.gov)

(800) 300-5616

### FRANCHISE TAX BOARD

[www.ftb.ca.gov](http://www.ftb.ca.gov)

(800) 338-0505

### INTERNAL REVENUE SERVICE (IRS)

[www.irs.gov](http://www.irs.gov)

(800) 829-1040

### SECRETARY OF STATE

[www.sos.ca.gov](http://www.sos.ca.gov)

Sacramento

(916) 653-3795

### SMALL BUSINESS ADMINISTRATION

[www.sbaonline.sba.gov](http://www.sbaonline.sba.gov)

(800) U-ASK-SBA

# ADDITIONAL INFORMATION

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## BUSINESS LICENSE REQUIREMENTS

Businesses operating within Upland City limits are required to have a business license. This includes home-based businesses, contractors, and outside services doing business in Upland. Chapter 5.04 of the Upland Municipal Code states in part, "It is unlawful for any person to transact and carry on any business, trade, profession, calling, or occupation in the city (Upland) without first having procured a license . . ."

## FILING YOUR BUSINESS LICENSE APPLICATION

The Business License Application is a general form used for all types of businesses; complete only applicable information pertinent to your business.

Contractors: Must include their State Contractors License Number.

Residential Property Rental: If there are less than 3 total rental units NO business license is required in the City of Upland.

Fictitious Name Statement: If surname is not included in the business name, a Fictitious Name Statement and proof of publication must be provided.

## BUSINESS DESCRIPTION

Provide a detailed description of the type of business you intend to operate. It may be necessary to attach a written operations summary to include a detailed analysis of what your business operations entail.

## RENEWAL

***The City will mail one courtesy renewal notice annually.*** It is your responsibility to renew your business license during the month following the expiration of your license. Penalties will be assessed if the City does not receive your renewal payment during this timeframe. Business licenses will expire either on June 30th or on December 31st of each year.

## CLOSURE

You must notify the Business Support Center in writing when you close your business.

## CHANGES

Notify the Business Support Center in writing if you have a change of address or a change of business name; fee is \$2.00. Licenses are non-transferable. If you sell your business, it is your responsibility to notify the City and close your license. The new business owner or entity must apply for a new license.

## SB-1186 FEE

State Law SB-1186 requires the City to charge a fee of \$1 on any application for a business license or similar instrument, permit, or renewal thereof. The purpose of this fee is to increase disability access and compliance with construction-related accessibility requirements, and to develop educational resources for businesses in order to facilitate compliance with federal and state disability laws, as specified. SB-1186 was signed into law by Governor Jerry Brown on September 19, 2012 and became effective on January 1, 2013.

*\*\*\* The above information provides general information on applying for a Business License in the City of Upland. Should you require additional information, please contact Customer Service at 888-602-0239 \*\*\**



## **APPENDIX "C"**

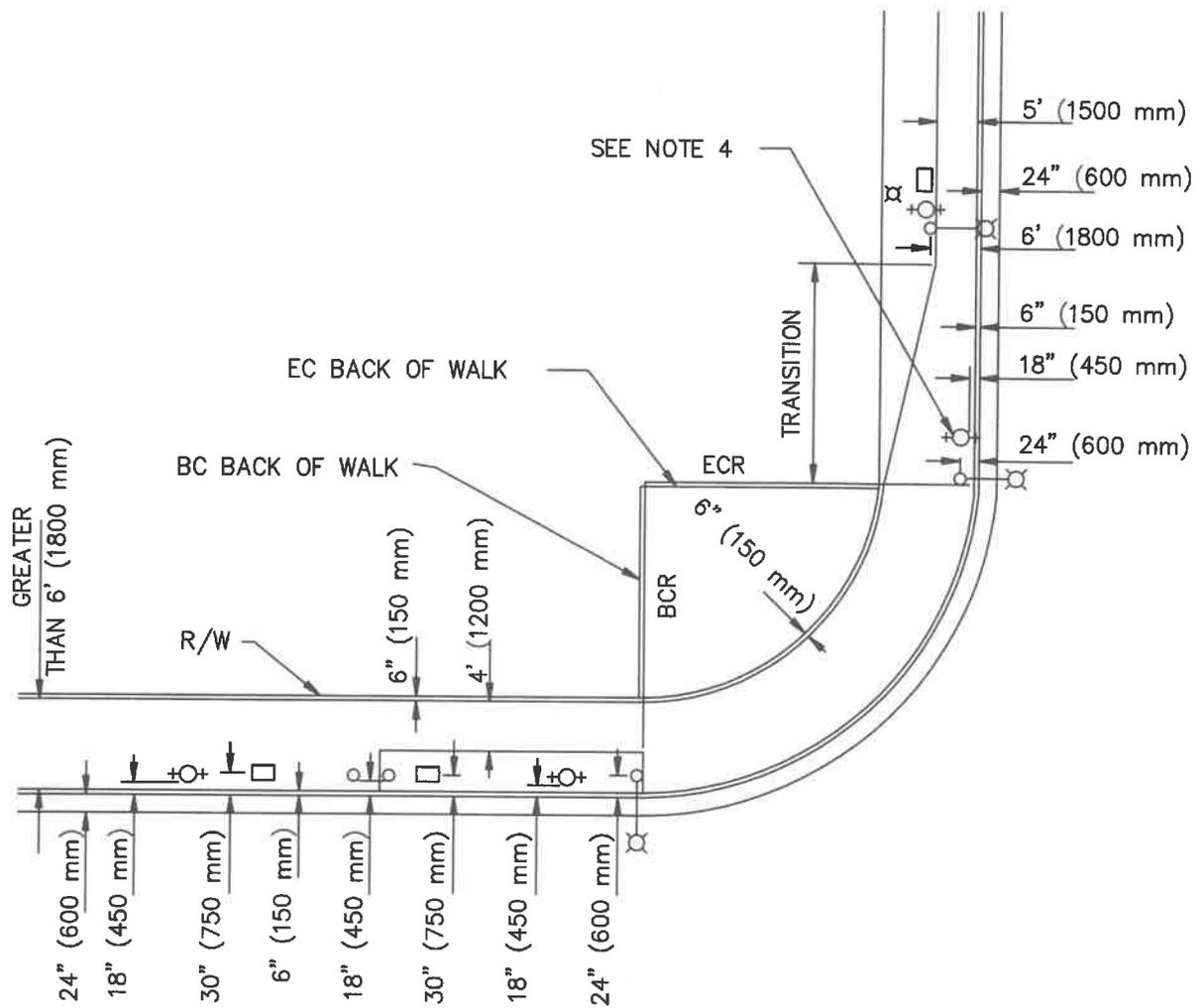
### **STANDARD DRAWINGS**

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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LEGEND

- ⊕ FIRE HYDRANT (SEE NOTE 4)
- VENTS AND POLES
- ⊗ STREET LIGHTS
- PEDESTAL

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2009

**ABOVE-GROUND UTILITIES  
LOCATION IN PARKWAY**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

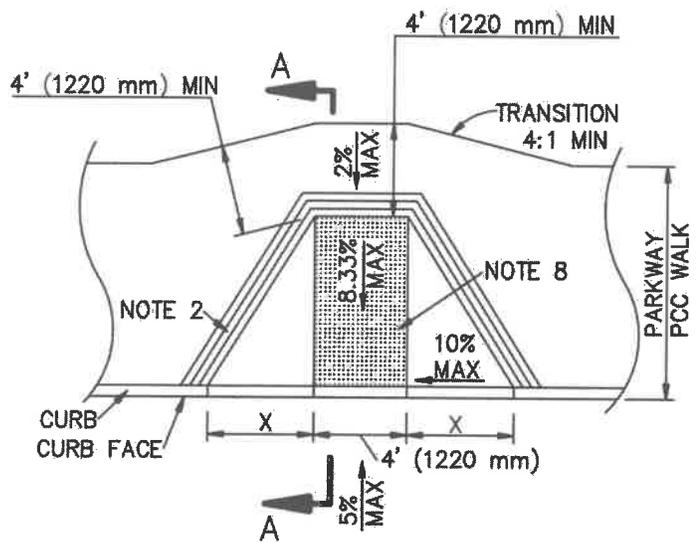
STANDARD PLAN

**101-2**

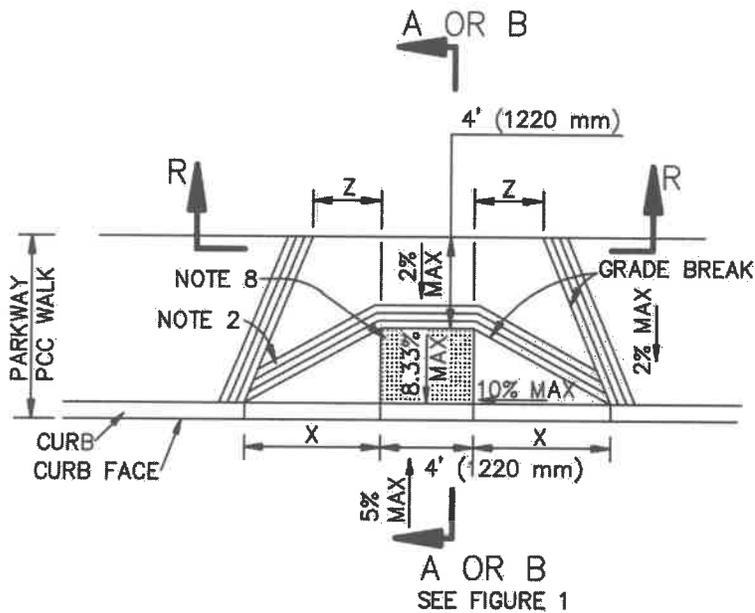
SHEET 1 OF 2

NOTES:

1. NO ABOVE-GROUND UTILITIES ARE ALLOWED IN CONCRETE SIDEWALKS LESS THAN 6' (1800 mm) WIDE.
2. WHEN SIDEWALK IS 6' (1800 mm) WIDE OR MORE, ABOVE-GROUND UTILITIES ARE ALLOWED AT LOCATIONS NOTED ON PLAN.
3. IN THE RETURN AND SIDEWALK TRANSITION AREAS, ONLY UTILITIES CONSISTING OF STREET LIGHTS, TRAFFIC SIGNALS AND FIRE HYDRANTS ARE ALLOWED.
4. FIRE HYDRANTS SHALL NOT BE PLACED AT THE SAME CURB RETURN OCCUPIED BY A STREET LIGHT.
5. PEDESTALS SHALL BE PLACED AT INCONSPICUOUS LOCATIONS.
6. IN THE ABSENCE OF CURBS, THE FACE OF ALL ABOVE-GROUND STRUCTURES SHALL BE LOCATED A MINIMUM OF 10' (3000 mm) AWAY FROM THE TRAVELED WAY ON ALL RURAL HIGHWAYS AND 6' (1800 mm) ON RESIDENTIAL STREETS.



TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1992  
REV. 1996, 2000, 2005, 2009,  
2013

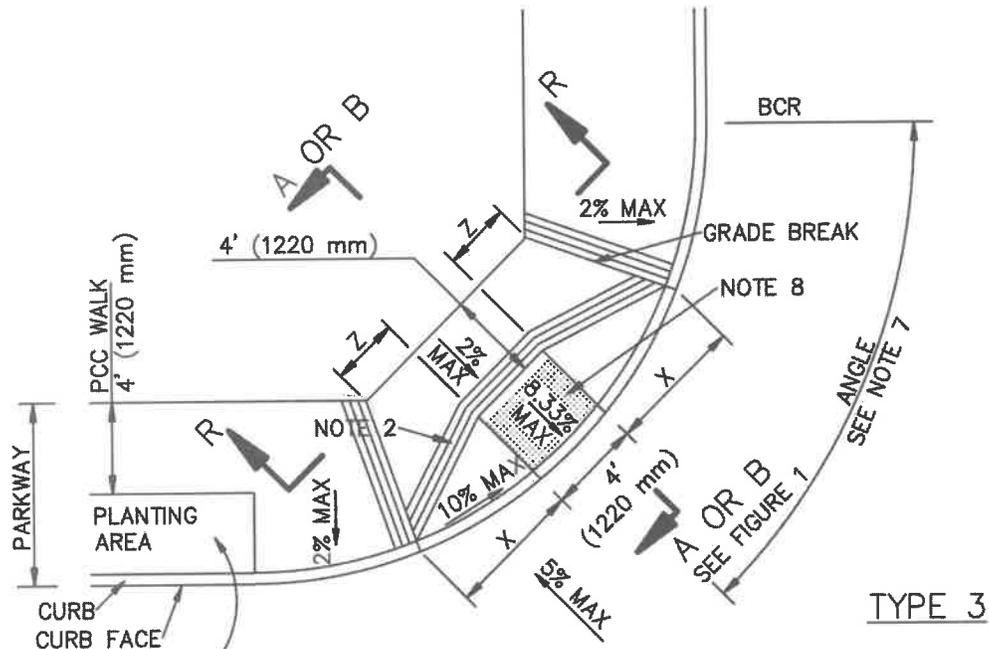
CURB RAMP

STANDARD PLAN

111-5

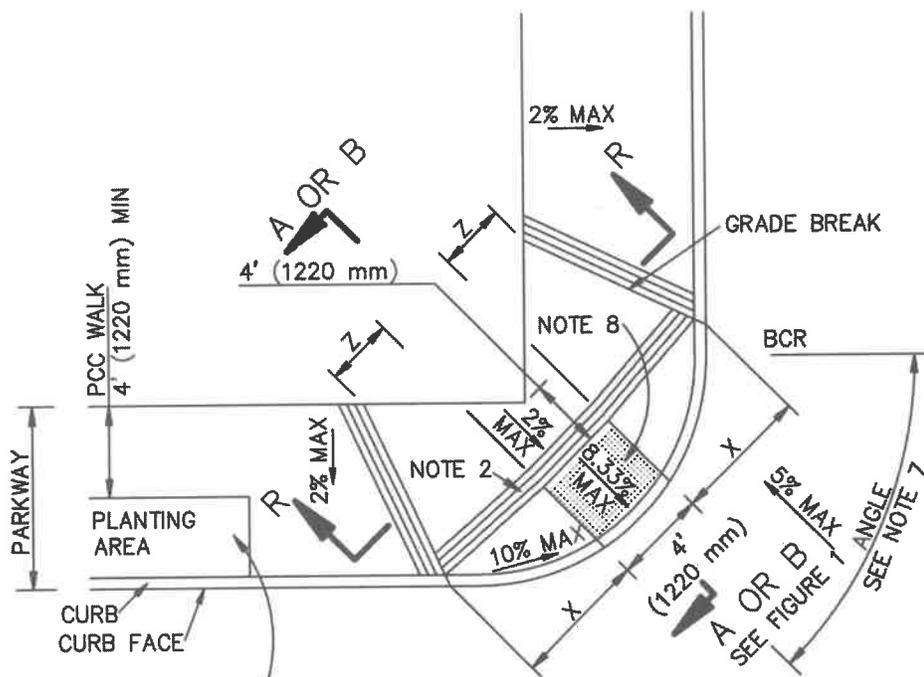
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 10



WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

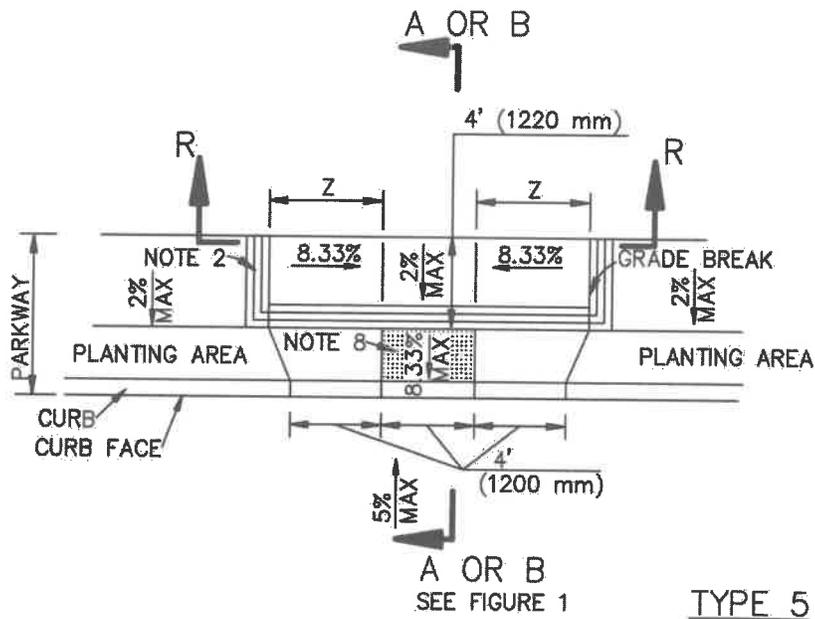
TYPE 3



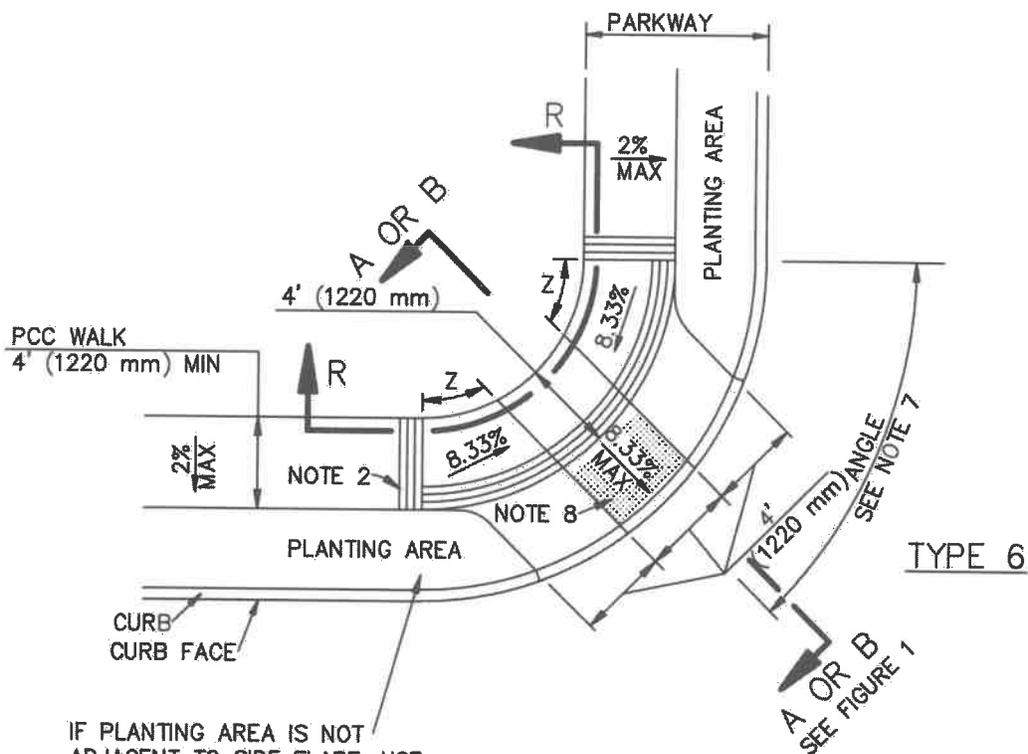
WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

TYPE 4

CASE A



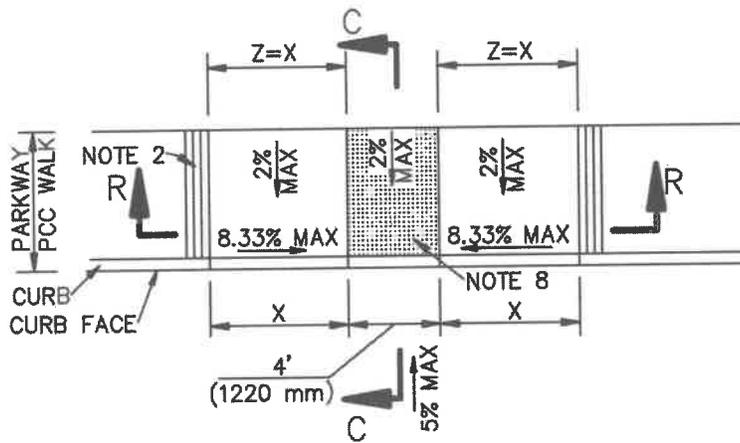
TYPE 5



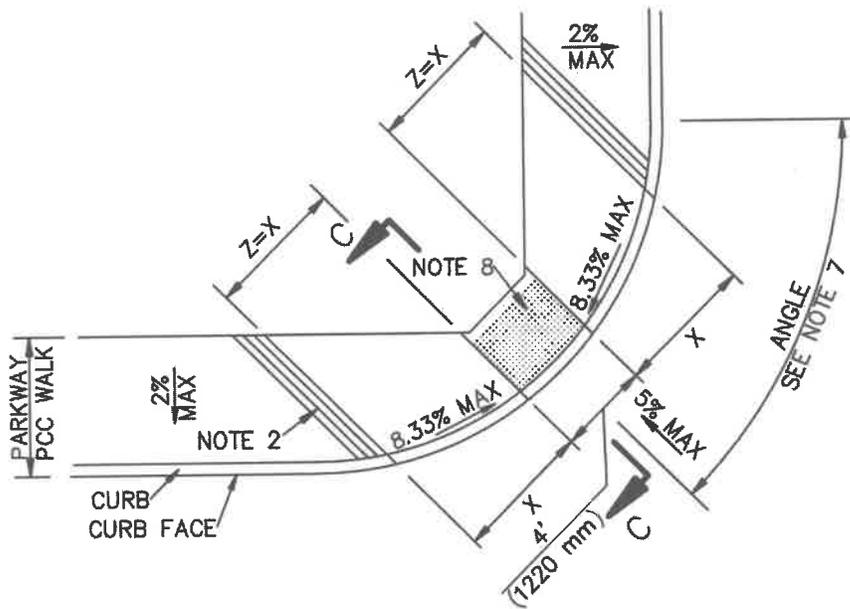
TYPE 6

IF PLANTING AREA IS NOT ADJACENT TO SIDE FLARE, USE "X" PER TABLE 2 FOR THAT FLARE

CASE A



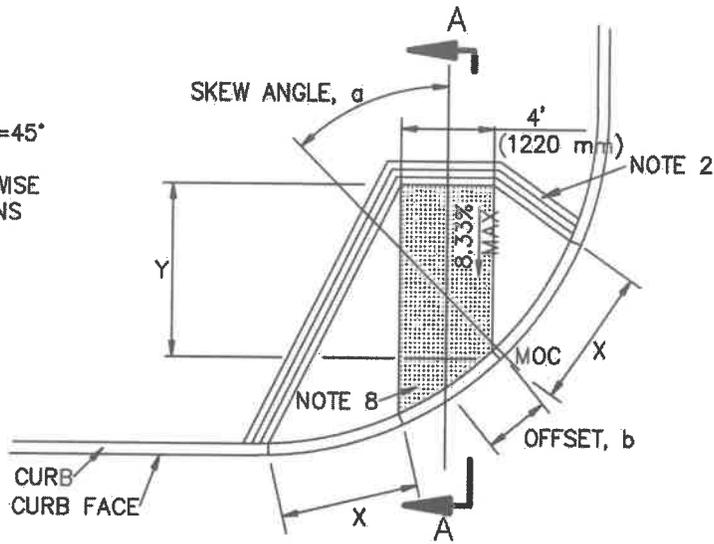
TYPE 1



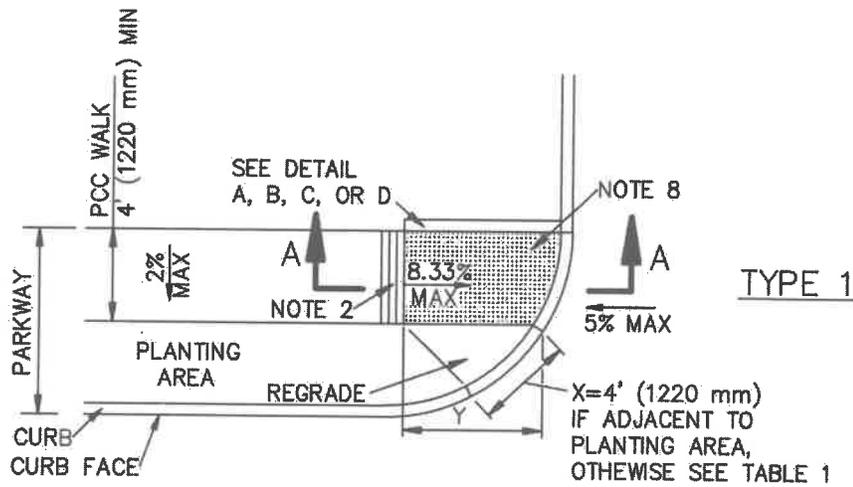
TYPE 2

CASE B

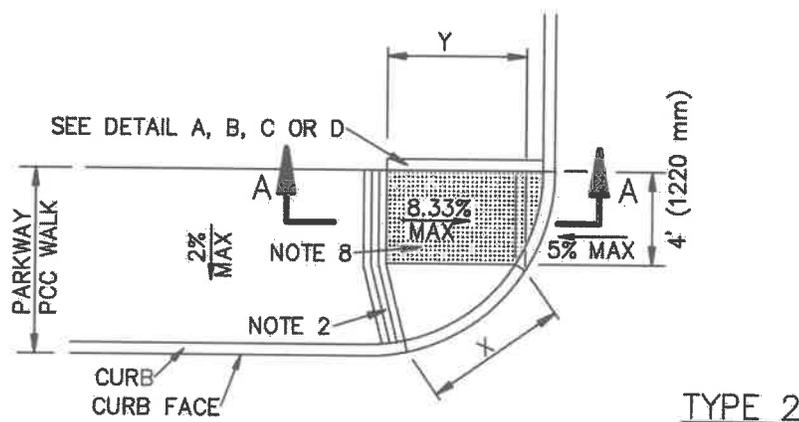
SKEW ANGLE  $\alpha=45^\circ$   
 OFFSET  $b=0$   
 UNLESS OTHERWISE  
 NOTED ON PLANS



CASE C

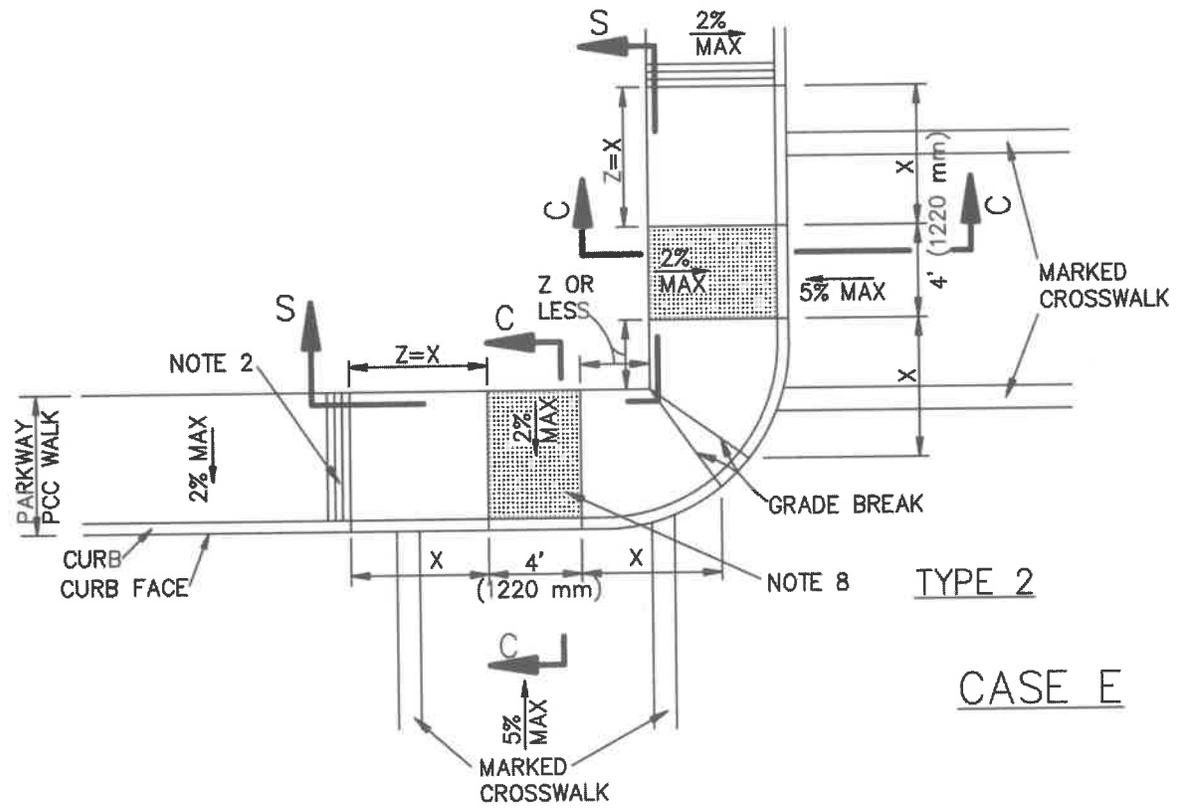
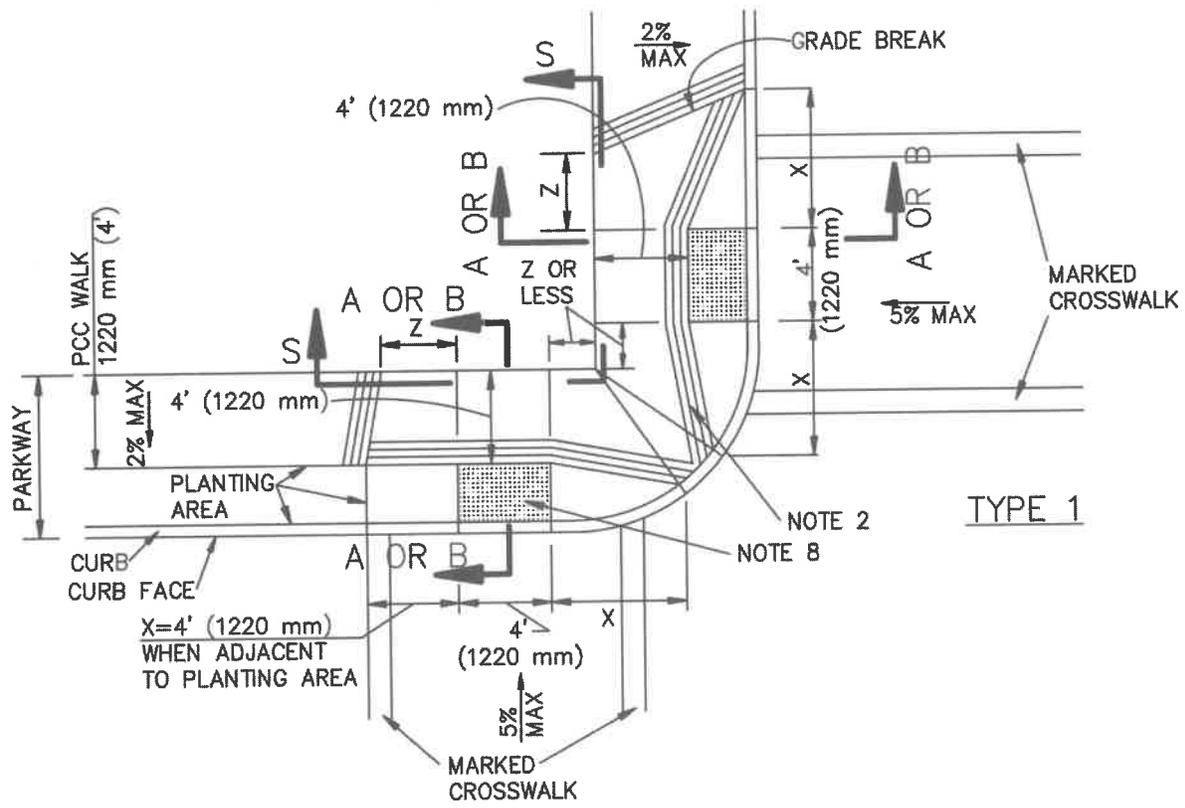


TYPE 1

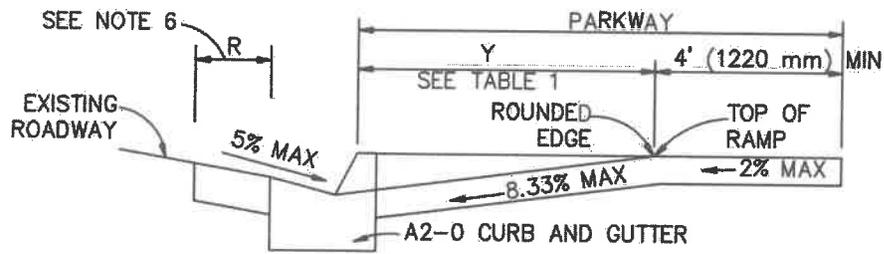


TYPE 2

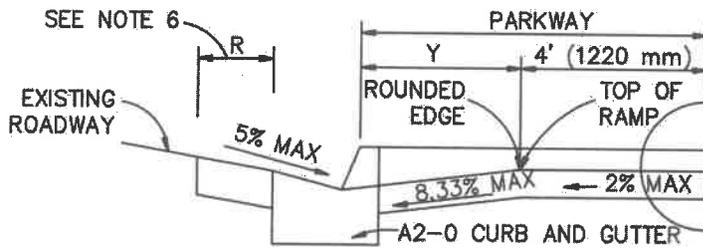
CASE D



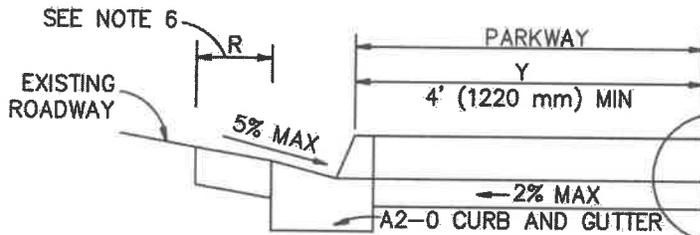
CASE E



SECTION A-A



SECTION B-B

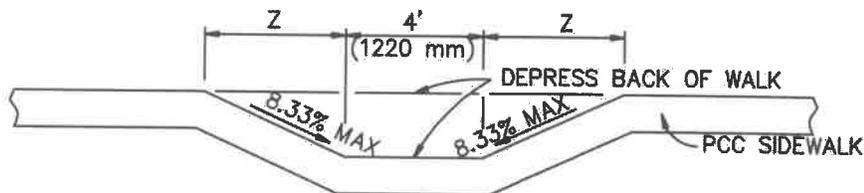


SECTION C-C

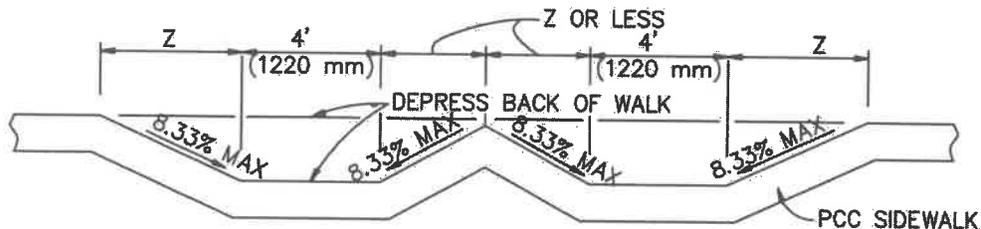
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

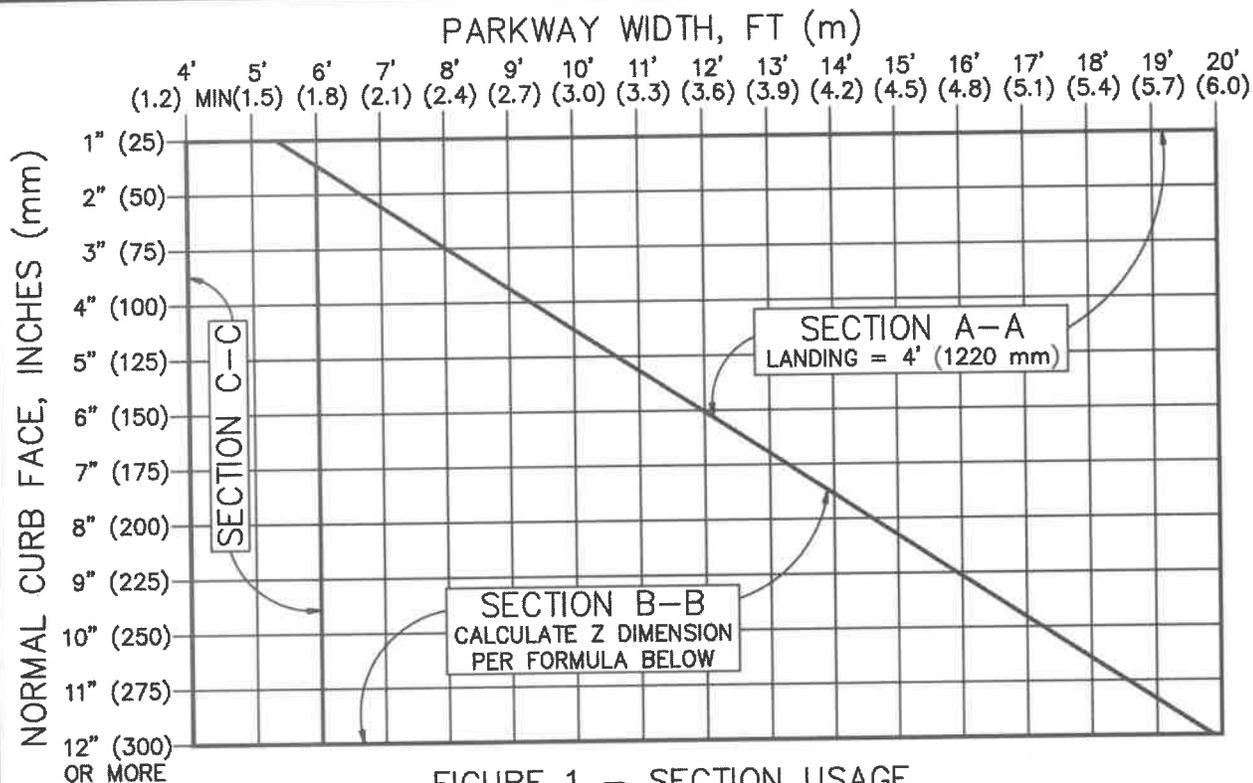


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH  
 L = LANDING WIDTH, 4' (1220 mm) TYP  
 $Z = [(Y+L)-W] \times 0.760$

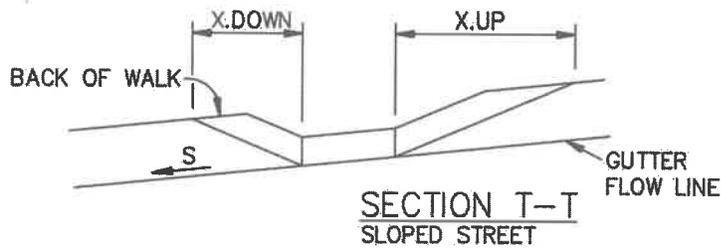
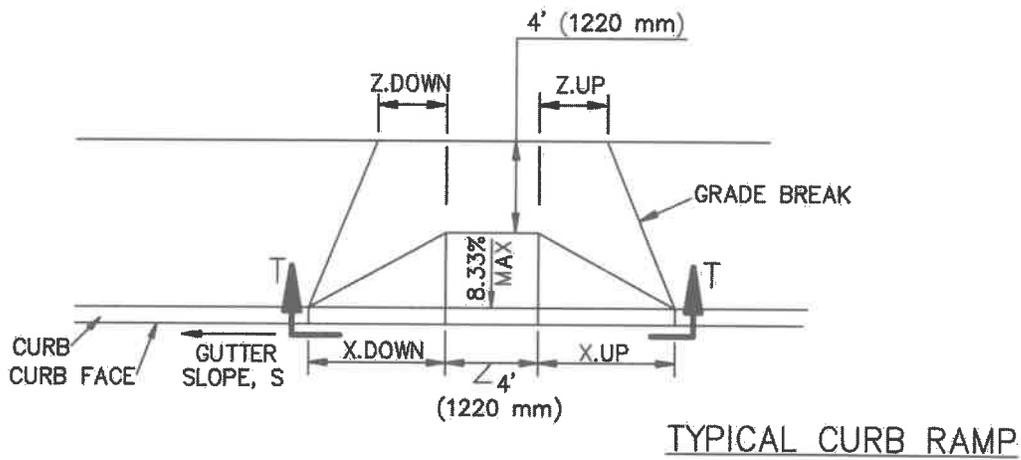
IF  $(Y+L) < W$ , THEN  $Z = 0$

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$   
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

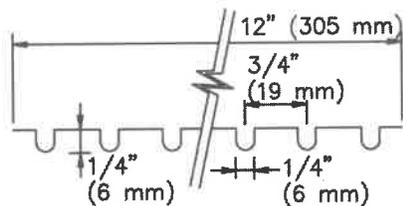
FOR EXAMPLE,  $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

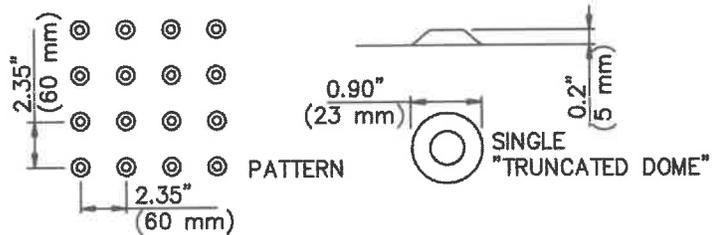
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:  
 $K.DOWN = 8.333\% / (8.333\% + S)$   
 $K.UP = 8.333\% / (8.333\% - S)$

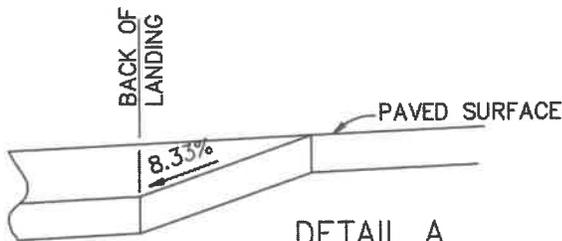
STREET SLOPE ADJUSTMENTS



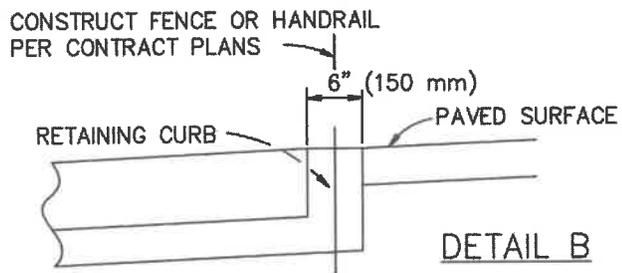
GROOVING DETAIL



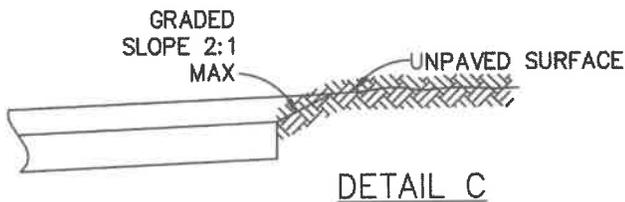
DETECTABLE WARNING DETAIL



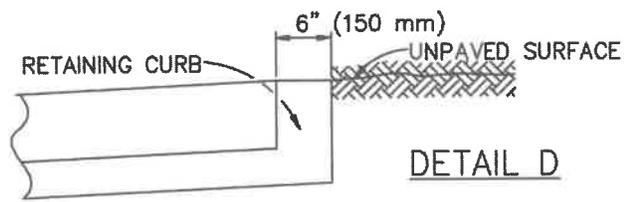
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

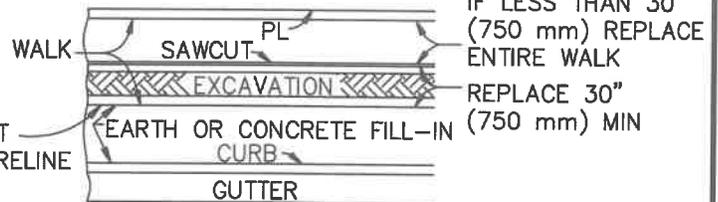
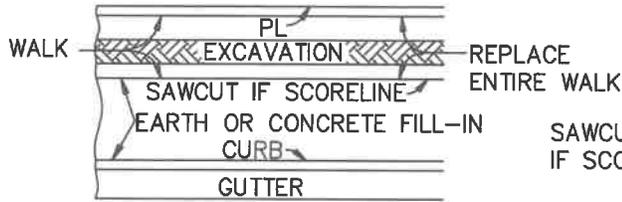
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE =  $\Delta/2$  UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

### WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

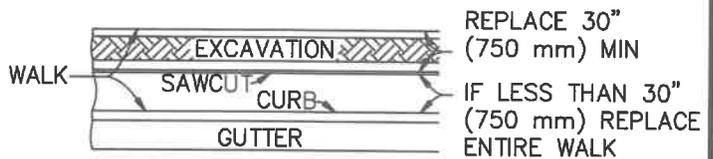
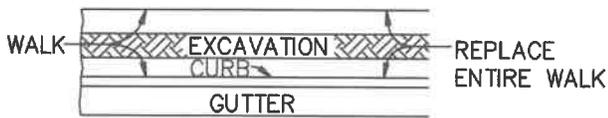
WALK 5' (1500 mm) WIDE OR MORE



### WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

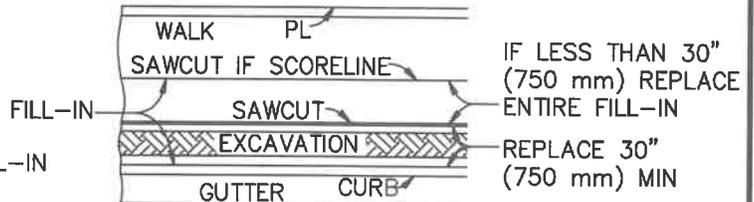
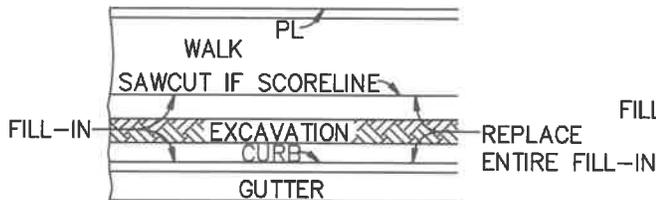
WALK 5' (1500 mm) WIDE OR MORE



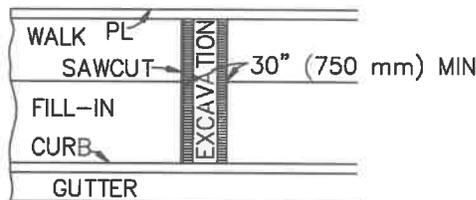
### FILL-IN REPLACEMENT

FILL-IN LESS THAN 5' (1500 mm) WIDE

FILL-IN 5' (1500 mm) WIDE OR MORE



## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2009

## SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

# 113-2

SHEET 1 OF 2

## NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

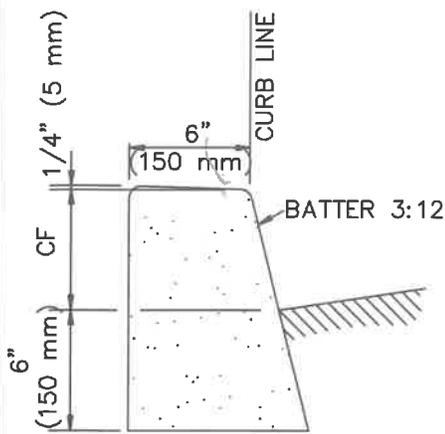
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

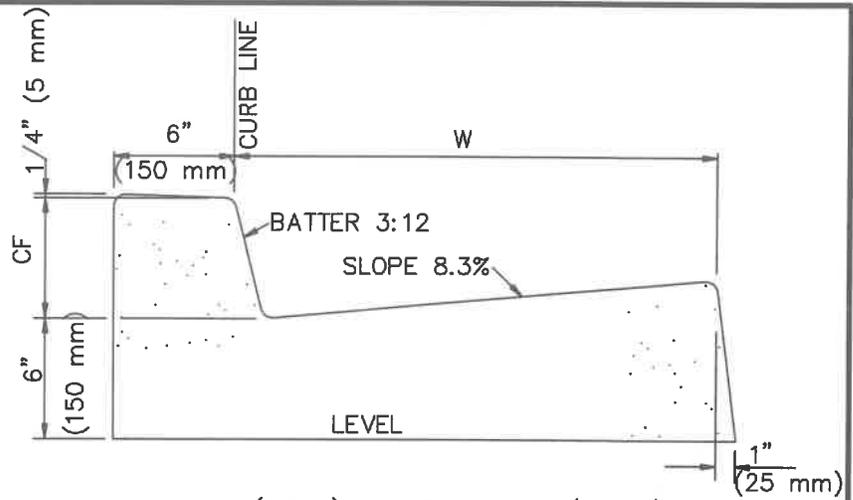
**SIDEWALK & DRIVEWAY REPLACEMENT**

**113-2**

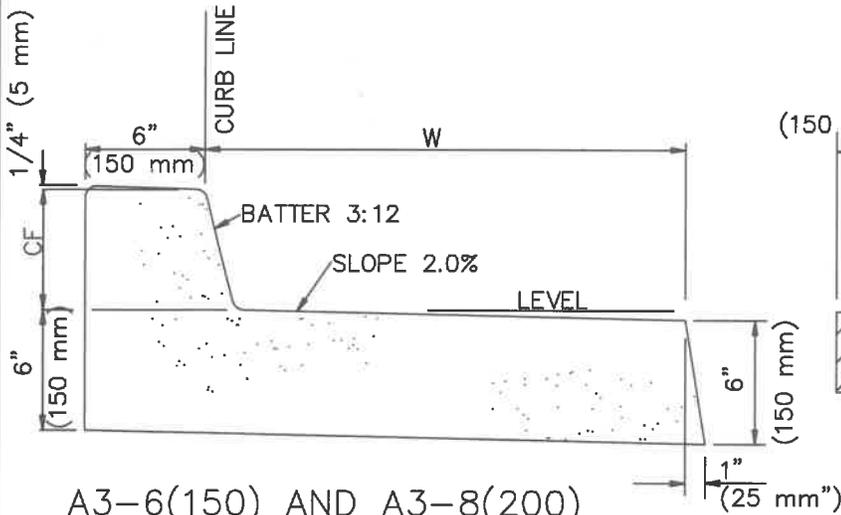
SHEET 2 OF 2



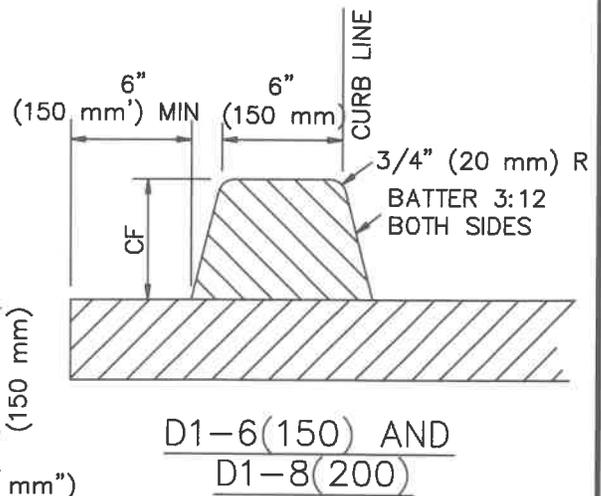
A1-6(150) AND  
A1-8(200)



A2-6(150) AND A2-8(200)



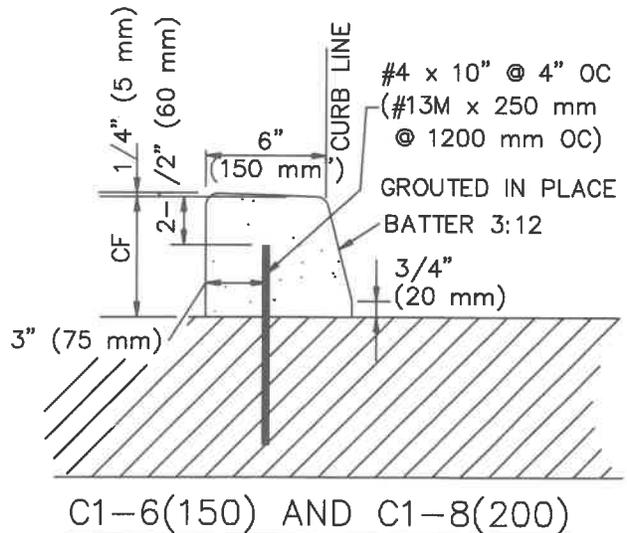
A3-6(150) AND A3-8(200)



D1-6(150) AND  
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

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PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

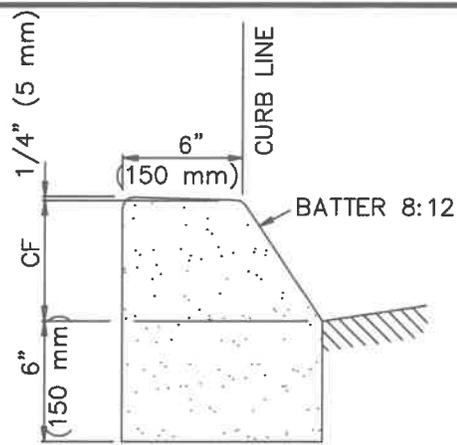
**CURB AND GUTTER - BARRIER**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

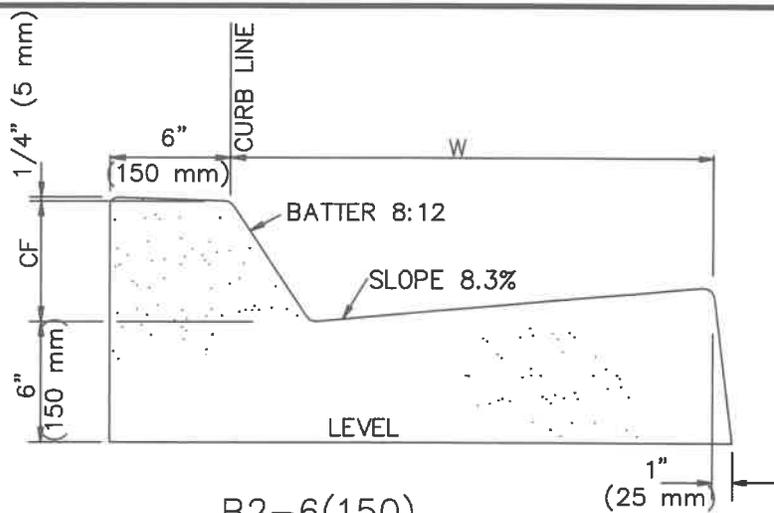
STANDARD PLAN

**120-2**

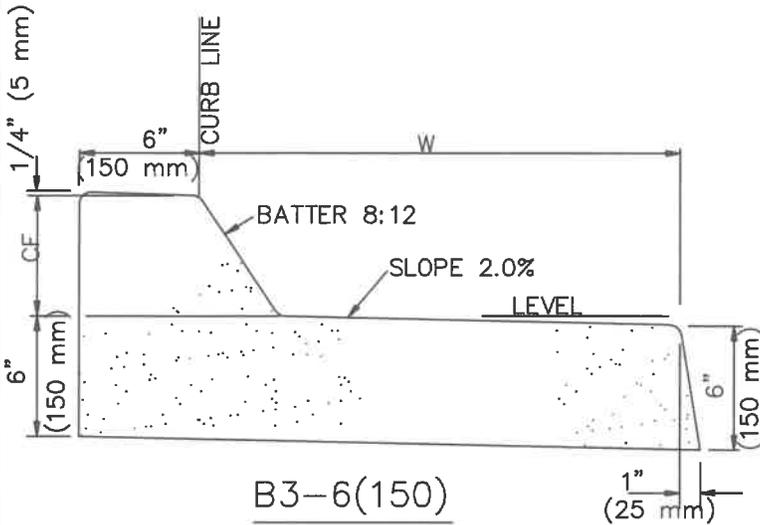
SHEET 1 OF 1



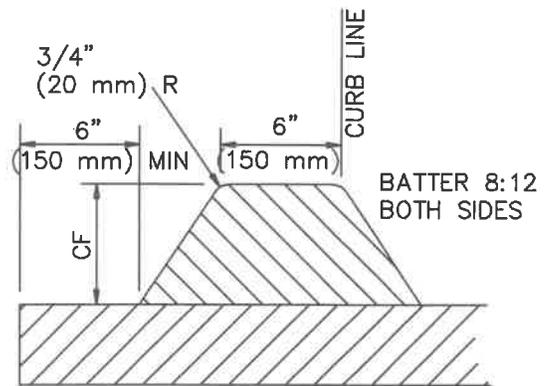
B1-6(150)



B2-6(150)



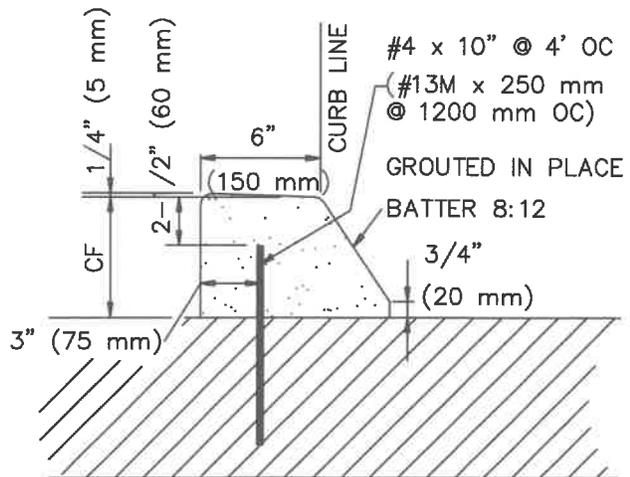
B3-6(150)



D2-6(150)

**NOTES:**

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2-6(150)

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1984  
REV. 1996, 2009

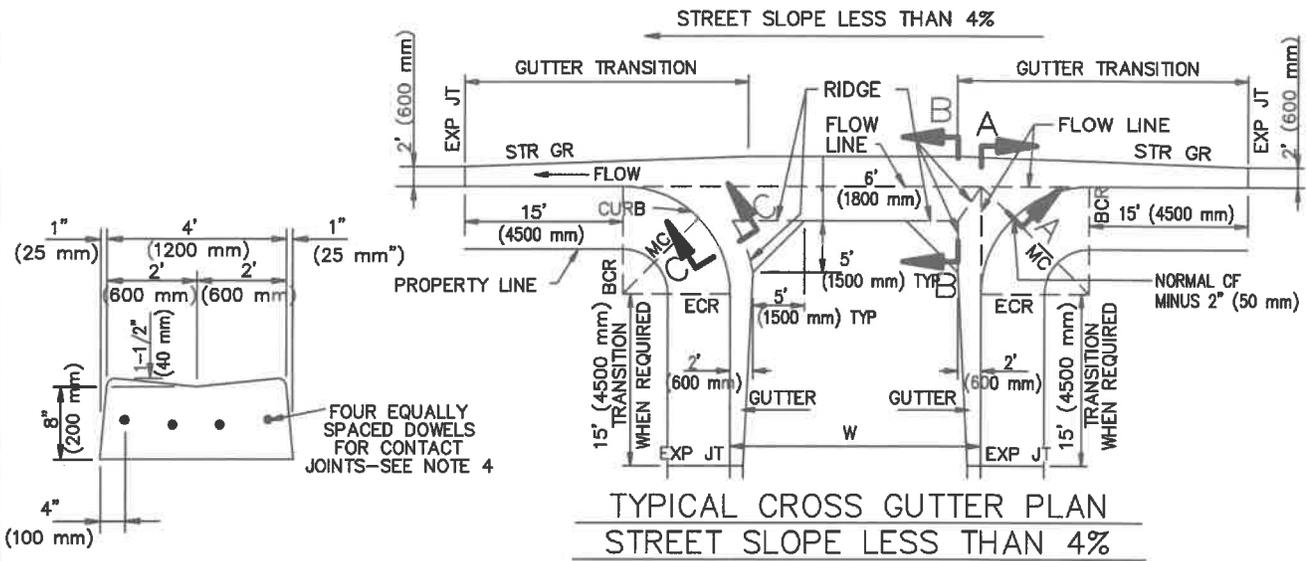
**CURB AND GUTTER-MOUNTABLE**

STANDARD PLAN

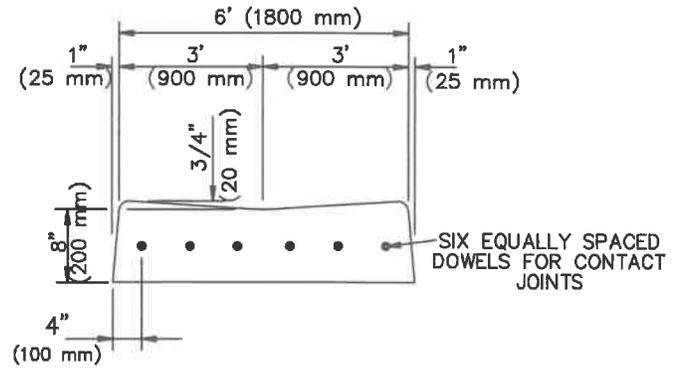
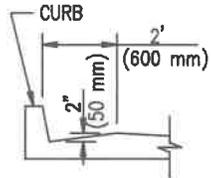
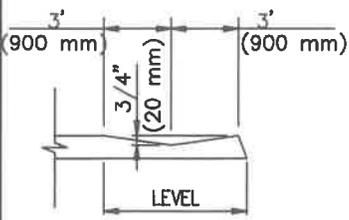
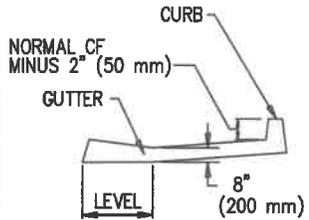
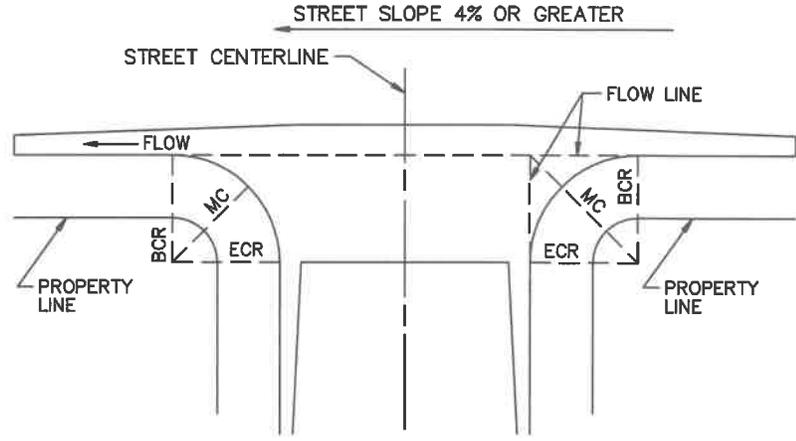
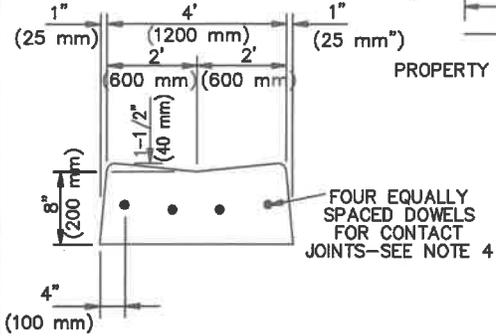
**121-2**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1



LONGITUDINAL  
GUTTER



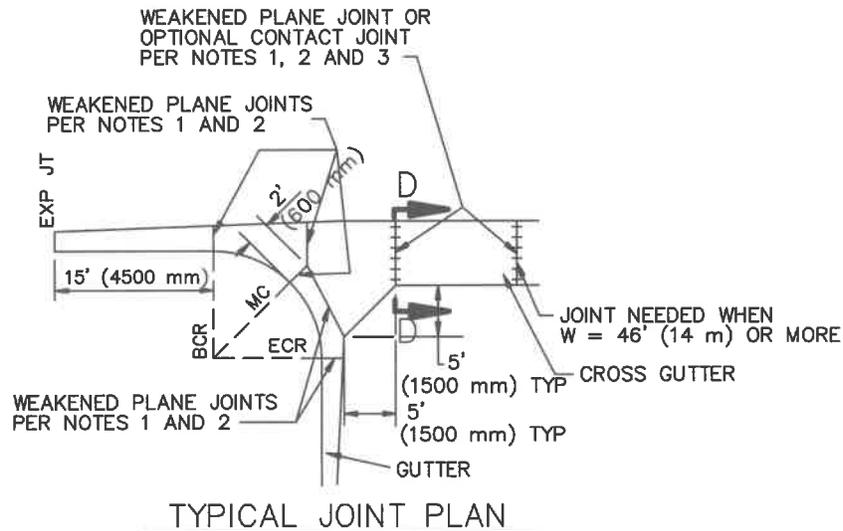
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

**CROSS AND LONGITUDINAL GUTTERS**

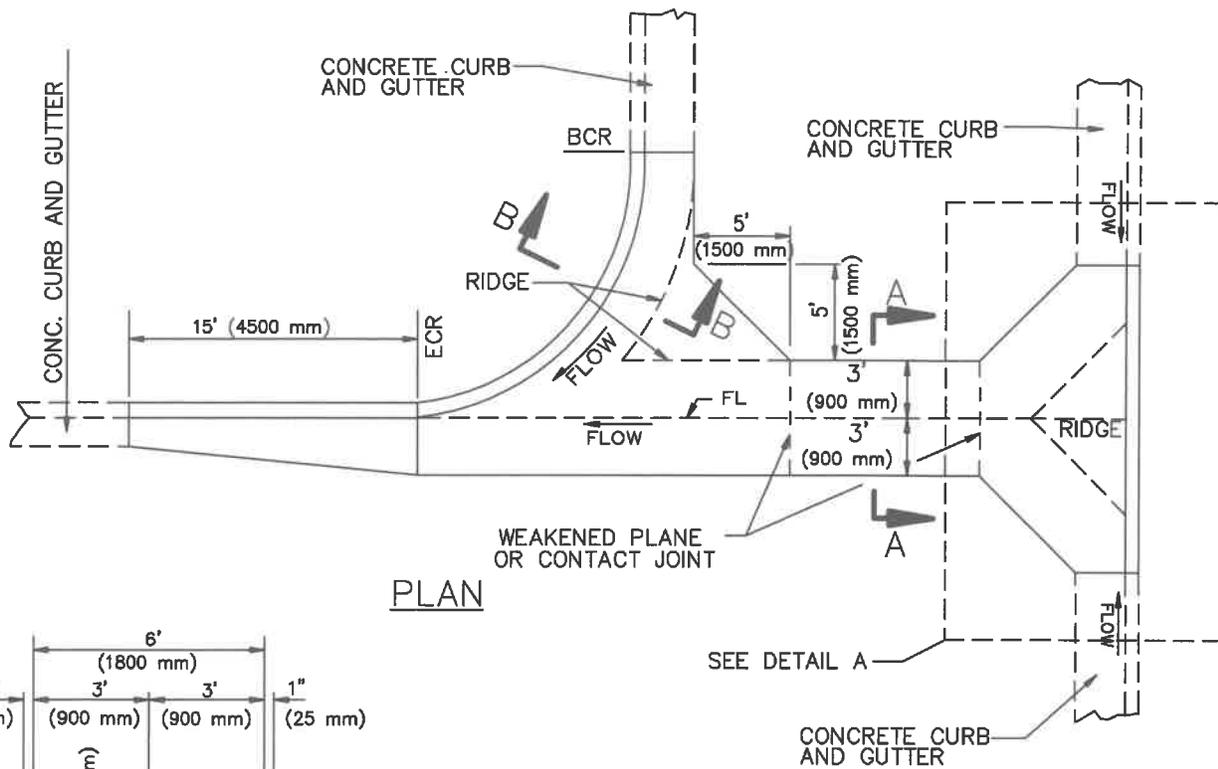
STANDARD PLAN  
**122-2**  
SHEET 1 OF 2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

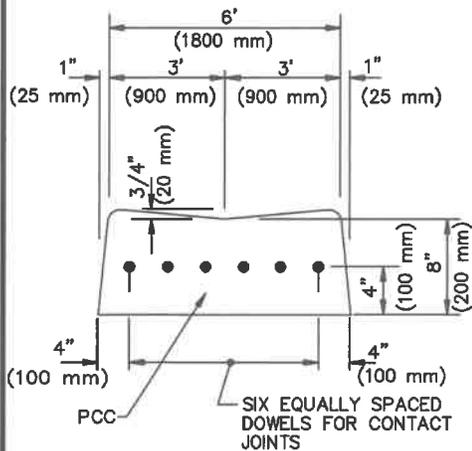


NOTES:

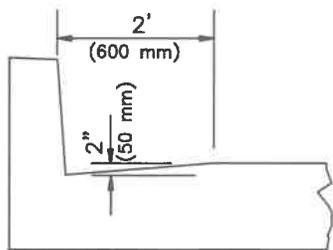
1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.



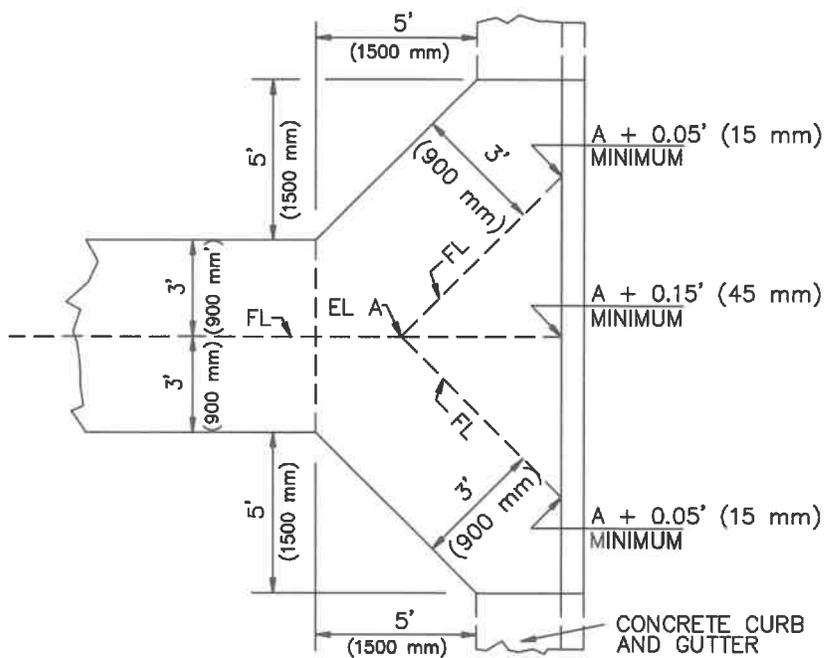
PLAN



SECTION A-A



SECTION B-B



DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2009

CROSS GUTTER AT  
T INTERSECTIONS

STANDARD PLAN

123-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 2

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

**CROSS GUTTER AT  
T INTERSECTIONS**

**123-2**

SHEET 2 OF 2



## **APPENDIX "D"**

### **TRUCK ACCESS PLAN TRUCK ROUTES**

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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**Development Services Department  
Engineering Division**

Telephone (909) 931-4137  
Facsimile (909) 931-4321  
Revision Date: October 24, 2011

**Construction Traffic (Truck) Access Plan**

Project Name: \_\_\_\_\_ Construction Permit # \_\_\_\_\_  
(Tract/Parcel Map Site Plan or CUP #)

Project Location: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Email: \_\_\_\_\_

Construction traffic (truck) access to and from the above project site is limited to the following streets:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Trucks are restricted to the approved City Of Upland truck routes except as specified above.

This plan is valid for truck traffic associated with delivery of common construction material or removal of earthen materials during grading operations. Trucks or loads exceeding the weight or size limitations as specified in Section 35000 of the California Vehicle Code may require a special permit.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

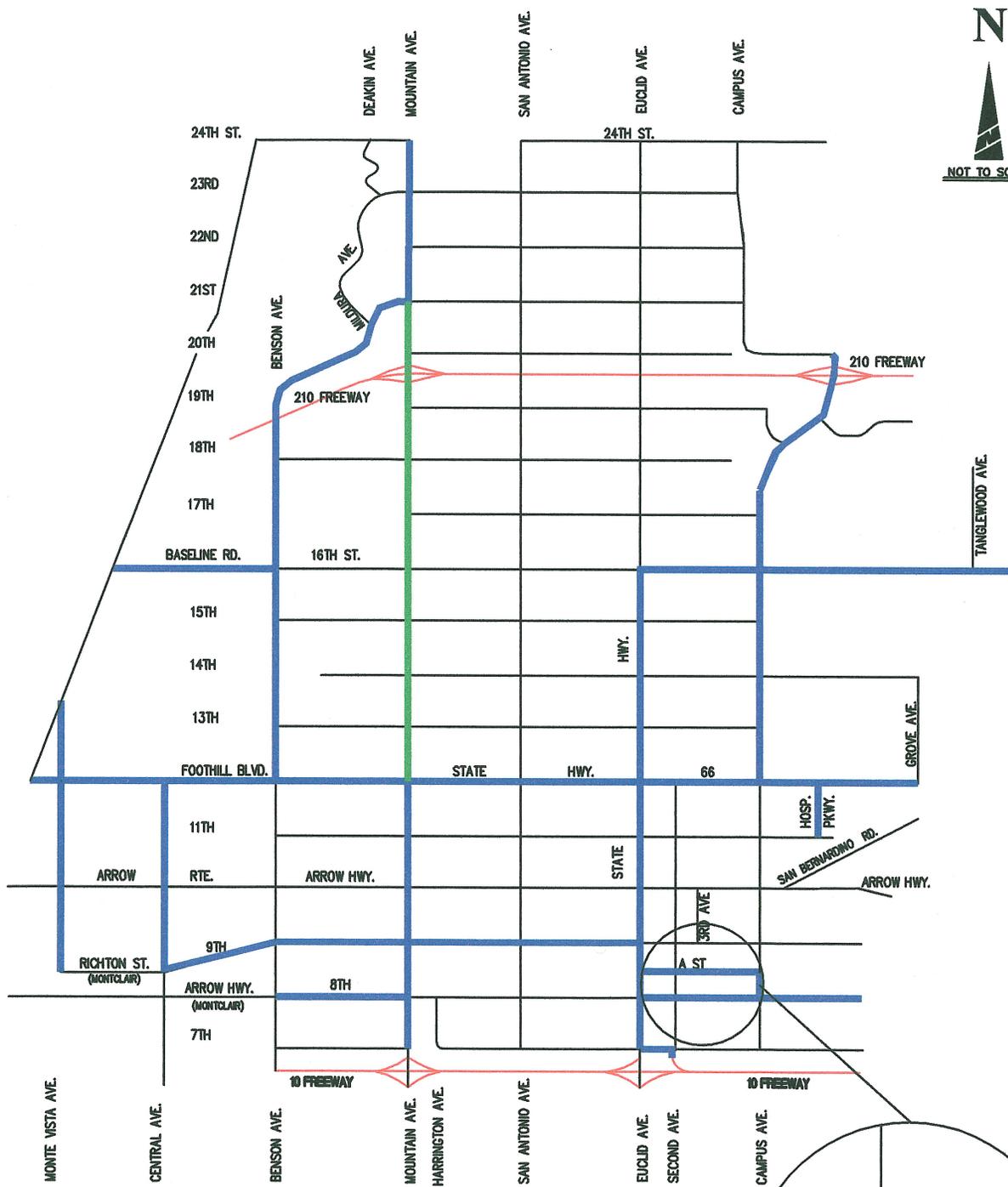
Applicant Name: (Please Print) \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Routing:

- Applicant     PD Traffic Division     Project File     PW Inspectors     PW Transportation

# CITY OF UPLAND TRUCK ROUTES & RESTRICTED STREETS



### LEGEND

- ▬ UNRESTRICTED STREETS, WEIGHT LIMIT PER VEHICLE CODE.
- ▬ RESTRICTED TO 18 TONS.
- ▬ ALL OTHERS RESTRICTED TO 5 TONS



## **APPENDIX "E"**

### **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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(Adopted May 7, 1976) (Amended November 6, 1992)  
(Amended July 9, 1993) (Amended February 14, 1997)  
(Amended December 11, 1998)(Amended April 2, 2004)  
(Amended June 3, 2005)

**RULE 403. FUGITIVE DUST**

(a) Purpose

The purpose of this Rule is to reduce the amount of particulate matter entrained in the ambient air as a result of anthropogenic (man-made) fugitive dust sources by requiring actions to prevent, reduce or mitigate fugitive dust emissions.

(b) Applicability

The provisions of this Rule shall apply to any activity or man-made condition capable of generating fugitive dust.

(c) Definitions

- (1) ACTIVE OPERATIONS means any source capable of generating fugitive dust, including, but not limited to, earth-moving activities, construction/demolition activities, disturbed surface area, or heavy- and light-duty vehicular movement.
- (2) AGGREGATE-RELATED PLANTS are defined as facilities that produce and / or mix sand and gravel and crushed stone.
- (3) AGRICULTURAL HANDBOOK means the region-specific guidance document that has been approved by the Governing Board or hereafter approved by the Executive Officer and the U.S. EPA. For the South Coast Air Basin, the Board-approved region-specific guidance document is the Rule 403 Agricultural Handbook dated December 1998. For the Coachella Valley, the Board-approved region-specific guidance document is the Rule 403 Coachella Valley Agricultural Handbook dated April 2, 2004.
- (4) ANEMOMETERS are devices used to measure wind speed and direction in accordance with the performance standards, and maintenance and calibration criteria as contained in the most recent Rule 403 Implementation Handbook.
- (5) BEST AVAILABLE CONTROL MEASURES means fugitive dust control actions that are set forth in Table 1 of this Rule.

- (6) BULK MATERIAL is sand, gravel, soil, aggregate material less than two inches in length or diameter, and other organic or inorganic particulate matter.
- (7) CEMENT MANUFACTURING FACILITY is any facility that has a cement kiln at the facility.
- (8) CHEMICAL STABILIZERS are any non-toxic chemical dust suppressant which must not be used if prohibited for use by the Regional Water Quality Control Boards, the California Air Resources Board, the U.S. Environmental Protection Agency (U.S. EPA), or any applicable law, rule or regulation. The chemical stabilizers shall meet any specifications, criteria, or tests required by any federal, state, or local water agency. Unless otherwise indicated, the use of a non-toxic chemical stabilizer shall be of sufficient concentration and application frequency to maintain a stabilized surface.
- (9) COMMERCIAL POULTRY RANCH means any building, structure, enclosure, or premises where more than 100 fowl are kept or maintained for the primary purpose of producing eggs or meat for sale or other distribution.
- (10) CONFINED ANIMAL FACILITY means a source or group of sources of air pollution at an agricultural source for the raising of 3,360 or more fowl or 50 or more animals, including but not limited to, any structure, building, installation, farm, corral, coop, feed storage area, milking parlor, or system for the collection, storage, or distribution of solid and liquid manure; if domesticated animals, including horses, sheep, goats, swine, beef cattle, rabbits, chickens, turkeys, or ducks are corralled, penned, or otherwise caused to remain in restricted areas for commercial agricultural purposes and feeding is by means other than grazing.
- (11) CONSTRUCTION/DEMOLITION ACTIVITIES means any on-site mechanical activities conducted in preparation of, or related to, the building, alteration, rehabilitation, demolition or improvement of property, including, but not limited to the following activities: grading, excavation, loading, crushing, cutting, planing, shaping or ground breaking.
- (12) CONTRACTOR means any person who has a contractual arrangement to conduct an active operation for another person.
- (13) DAIRY FARM is an operation on a property, or set of properties that are contiguous or separated only by a public right-of-way, that raises cows or

produces milk from cows for the purpose of making a profit or for a livelihood. Heifer and calf farms are dairy farms.

- (14) **DISTURBED SURFACE AREA** means a portion of the earth's surface which has been physically moved, uncovered, destabilized, or otherwise modified from its undisturbed natural soil condition, thereby increasing the potential for emission of fugitive dust. This definition excludes those areas which have:
- (A) been restored to a natural state, such that the vegetative ground cover and soil characteristics are similar to adjacent or nearby natural conditions;
  - (B) been paved or otherwise covered by a permanent structure; or
  - (C) sustained a vegetative ground cover of at least 70 percent of the native cover for a particular area for at least 30 days.
- (15) **DUST SUPPRESSANTS** are water, hygroscopic materials, or non-toxic chemical stabilizers used as a treatment material to reduce fugitive dust emissions.
- (16) **EARTH-MOVING ACTIVITIES** means the use of any equipment for any activity where soil is being moved or uncovered, and shall include, but not be limited to the following: grading, earth cutting and filling operations, loading or unloading of dirt or bulk materials, adding to or removing from open storage piles of bulk materials, landfill operations, weed abatement through disking, and soil mulching.
- (17) **DUST CONTROL SUPERVISOR** means a person with the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Rule 403 requirements at an active operation.
- (18) **FUGITIVE DUST** means any solid particulate matter that becomes airborne, other than that emitted from an exhaust stack, directly or indirectly as a result of the activities of any person.
- (19) **HIGH WIND CONDITIONS** means that instantaneous wind speeds exceed 25 miles per hour.
- (20) **INACTIVE DISTURBED SURFACE AREA** means any disturbed surface area upon which active operations have not occurred or are not expected to occur for a period of 20 consecutive days.
- (21) **LARGE OPERATIONS** means any active operations on property which contains 50 or more acres of disturbed surface area; or any earth-moving operation with a daily earth-moving or throughput volume of 3,850 cubic

meters (5,000 cubic yards) or more three times during the most recent 365-day period.

- (22) OPEN STORAGE PILE is any accumulation of bulk material, which is not fully enclosed, covered or chemically stabilized, and which attains a height of three feet or more and a total surface area of 150 or more square feet.
- (23) PARTICULATE MATTER means any material, except uncombined water, which exists in a finely divided form as a liquid or solid at standard conditions.
- (24) PAVED ROAD means a public or private improved street, highway, alley, public way, or easement that is covered by typical roadway materials, but excluding access roadways that connect a facility with a public paved roadway and are not open to through traffic. Public paved roads are those open to public access and that are owned by any federal, state, county, municipal or any other governmental or quasi-governmental agencies. Private paved roads are any paved roads not defined as public.
- (25) PM<sub>10</sub> means particulate matter with an aerodynamic diameter smaller than or equal to 10 microns as measured by the applicable State and Federal reference test methods.
- (26) PROPERTY LINE means the boundaries of an area in which either a person causing the emission or a person allowing the emission has the legal use or possession of the property. Where such property is divided into one or more sub-tenancies, the property line(s) shall refer to the boundaries dividing the areas of all sub-tenancies.
- (27) RULE 403 IMPLEMENTATION HANDBOOK means a guidance document that has been approved by the Governing Board on April 2, 2004 or hereafter approved by the Executive Officer and the U.S. EPA.
- (28) SERVICE ROADS are paved or unpaved roads that are used by one or more public agencies for inspection or maintenance of infrastructure and which are not typically used for construction-related activity.
- (29) SIMULTANEOUS SAMPLING means the operation of two PM<sub>10</sub> samplers in such a manner that one sampler is started within five minutes of the other, and each sampler is operated for a consecutive period which must be not less than 290 minutes and not more than 310 minutes.
- (30) SOUTH COAST AIR BASIN means the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange

County as defined in California Code of Regulations, Title 17, Section 60104. The area is bounded on the west by the Pacific Ocean, on the north and east by the San Gabriel, San Bernardino, and San Jacinto Mountains, and on the south by the San Diego county line.

- (31) **STABILIZED SURFACE** means any previously disturbed surface area or open storage pile which, through the application of dust suppressants, shows visual or other evidence of surface crusting and is resistant to wind-driven fugitive dust and is demonstrated to be stabilized. Stabilization can be demonstrated by one or more of the applicable test methods contained in the Rule 403 Implementation Handbook.
  - (32) **TRACK-OUT** means any bulk material that adheres to and agglomerates on the exterior surface of motor vehicles, haul trucks, and equipment (including tires) that have been released onto a paved road and can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions.
  - (33) **TYPICAL ROADWAY MATERIALS** means concrete, asphaltic concrete, recycled asphalt, asphalt, or any other material of equivalent performance as determined by the Executive Officer, and the U.S. EPA.
  - (34) **UNPAVED ROADS** means any unsealed or unpaved roads, equipment paths, or travel ways that are not covered by typical roadway materials. Public unpaved roads are any unpaved roadway owned by federal, state, county, municipal or other governmental or quasi-governmental agencies. Private unpaved roads are all other unpaved roadways not defined as public.
  - (35) **VISIBLE ROADWAY DUST** means any sand, soil, dirt, or other solid particulate matter which is visible upon paved road surfaces and which can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions.
  - (36) **WIND-DRIVEN FUGITIVE DUST** means visible emissions from any disturbed surface area which is generated by wind action alone.
  - (37) **WIND GUST** is the maximum instantaneous wind speed as measured by an anemometer.
- (d) **Requirements**
- (1) No person shall cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that:

- (A) the dust remains visible in the atmosphere beyond the property line of the emission source; or
  - (B) the dust emission exceeds 20 percent opacity (as determined by the appropriate test method included in the Rule 403 Implementation Handbook), if the dust emission is the result of movement of a motorized vehicle.
- (2) No person shall conduct active operations without utilizing the applicable best available control measures included in Table 1 of this Rule to minimize fugitive dust emissions from each fugitive dust source type within the active operation.
- (3) No person shall cause or allow PM<sub>10</sub> levels to exceed 50 micrograms per cubic meter when determined, by simultaneous sampling, as the difference between upwind and downwind samples collected on high-volume particulate matter samplers or other U.S. EPA-approved equivalent method for PM<sub>10</sub> monitoring. If sampling is conducted, samplers shall be:
- (A) Operated, maintained, and calibrated in accordance with 40 Code of Federal Regulations (CFR), Part 50, Appendix J, or appropriate U.S. EPA-published documents for U.S. EPA-approved equivalent method(s) for PM<sub>10</sub>.
  - (B) Reasonably placed upwind and downwind of key activity areas and as close to the property line as feasible, such that other sources of fugitive dust between the sampler and the property line are minimized.
- (4) No person shall allow track-out to extend 25 feet or more in cumulative length from the point of origin from an active operation. Notwithstanding the preceding, all track-out from an active operation shall be removed at the conclusion of each workday or evening shift.
- (5) No person shall conduct an active operation with a disturbed surface area of five or more acres, or with a daily import or export of 100 cubic yards or more of bulk material without utilizing at least one of the measures listed in subparagraphs (d)(5)(A) through (d)(5)(E) at each vehicle egress from the site to a paved public road.
- (A) Install a pad consisting of washed gravel (minimum-size: one inch) maintained in a clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long.

- (B) Pave the surface extending at least 100 feet and at least 20 feet wide.
  - (C) Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
  - (D) Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
  - (E) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the actions specified in subparagraphs (d)(5)(A) through (d)(5)(D).
- (6) Beginning January 1, 2006, any person who operates or authorizes the operation of a confined animal facility subject to this Rule shall implement the applicable conservation management practices specified in Table 4 of this Rule.
- (e) Additional Requirements for Large Operations
- (1) Any person who conducts or authorizes the conducting of a large operation subject to this Rule shall implement the applicable actions specified in Table 2 of this Rule at all times and shall implement the applicable actions specified in Table 3 of this Rule when the applicable performance standards can not be met through use of Table 2 actions; and shall:
    - (A) submit a fully executed Large Operation Notification (Form 403 N) to the Executive Officer within 7 days of qualifying as a large operation;
    - (B) include, as part of the notification, the name(s), address(es), and phone number(s) of the person(s) responsible for the submittal, and a description of the operation(s), including a map depicting the location of the site;
    - (C) maintain daily records to document the specific dust control actions taken, maintain such records for a period of not less than three years; and make such records available to the Executive Officer upon request;

- (D) install and maintain project signage with project contact signage that meets the minimum standards of the Rule 403 Implementation Handbook, prior to initiating any earthmoving activities;
  - (E) identify a dust control supervisor that:
    - (i) is employed by or contracted with the property owner or developer;
    - (ii) is on the site or available on-site within 30 minutes during working hours;
    - (iii) has the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Rule requirements;
    - (iv) has completed the AQMD Fugitive Dust Control Class and has been issued a valid Certificate of Completion for the class; and
  - (F) notify the Executive Officer in writing within 30 days after the site no longer qualifies as a large operation as defined by paragraph (c)(18).
- (2) Any Large Operation Notification submitted to the Executive Officer or AQMD-approved dust control plan shall be valid for a period of one year from the date of written acceptance by the Executive Officer. Any Large Operation Notification accepted pursuant to paragraph (e)(1), excluding those submitted by aggregate-related plants and cement manufacturing facilities must be resubmitted annually by the person who conducts or authorizes the conducting of a large operation, at least 30 days prior to the expiration date, or the submittal shall no longer be valid as of the expiration date. If all fugitive dust sources and corresponding control measures or special circumstances remain identical to those identified in the previously accepted submittal or in an AQMD-approved dust control plan, the resubmittal may be a simple statement of no-change (Form 403NC).
- (f) **Compliance Schedule**  
The newly amended provisions of this Rule shall become effective upon adoption. Pursuant to subdivision (e), any existing site that qualifies as a large operation will have 60 days from the date of Rule adoption to comply with the notification and recordkeeping requirements for large operations. Any Large Operation

Notification or AQMD-approved dust control plan which has been accepted prior to the date of adoption of these amendments shall remain in effect and the Large Operation Notification or AQMD-approved dust control plan annual resubmittal date shall be one year from adoption of this Rule amendment.

(g) Exemptions

(1) The provisions of this Rule shall not apply to:

- (A) Dairy farms.
- (B) Confined animal facilities provided that the combined disturbed surface area within one continuous property line is one acre or less.
- (C) Agricultural vegetative crop operations provided that the combined disturbed surface area within one continuous property line and not separated by a paved public road is 10 acres or less.
- (D) Agricultural vegetative crop operations within the South Coast Air Basin, whose combined disturbed surface area includes more than 10 acres provided that the person responsible for such operations:
  - (i) voluntarily implements the conservation management practices contained in the Rule 403 Agricultural Handbook;
  - (ii) completes and maintains the self-monitoring form documenting sufficient conservation management practices, as described in the Rule 403 Agricultural Handbook; and
  - (iii) makes the completed self-monitoring form available to the Executive Officer upon request.
- (E) Agricultural vegetative crop operations outside the South Coast Air Basin whose combined disturbed surface area includes more than 10 acres provided that the person responsible for such operations:
  - (i) voluntarily implements the conservation management practices contained in the Rule 403 Coachella Valley Agricultural Handbook; and
  - (ii) completes and maintains the self-monitoring form documenting sufficient conservation management practices, as described in the Rule 403 Coachella Valley Agricultural Handbook; and
  - (iii) makes the completed self-monitoring form available to the Executive Officer upon request.

- (F) Active operations conducted during emergency life-threatening situations, or in conjunction with any officially declared disaster or state of emergency.
  - (G) Active operations conducted by essential service utilities to provide electricity, natural gas, telephone, water and sewer during periods of service outages and emergency disruptions.
  - (H) Any contractor subsequent to the time the contract ends, provided that such contractor implemented the required control measures during the contractual period.
  - (I) Any grading contractor, for a phase of active operations, subsequent to the contractual completion of that phase of earth-moving activities, provided that the required control measures have been implemented during the entire phase of earth-moving activities, through and including five days after the final grading inspection.
  - (J) Weed abatement operations ordered by a county agricultural commissioner or any state, county, or municipal fire department, provided that:
    - (i) mowing, cutting or other similar process is used which maintains weed stubble at least three inches above the soil; and
    - (ii) any discing or similar operation which cuts into and disturbs the soil, where watering is used prior to initiation of these activities, and a determination is made by the agency issuing the weed abatement order that, due to fire hazard conditions, rocks, or other physical obstructions, it is not practical to meet the conditions specified in clause (g)(1)(H)(i). The provisions this clause shall not exempt the owner of any property from stabilizing, in accordance with paragraph (d)(2), disturbed surface areas which have been created as a result of the weed abatement actions.
  - (K) sandblasting operations.
- (2) The provisions of paragraphs (d)(1) and (d)(3) shall not apply:
- (A) When wind gusts exceed 25 miles per hour, provided that:

- (i) The required Table 3 contingency measures in this Rule are implemented for each applicable fugitive dust source type, and;
    - (ii) records are maintained in accordance with subparagraph (e)(1)(C).
  - (B) To unpaved roads, provided such roads:
    - (i) are used solely for the maintenance of wind-generating equipment; or
    - (ii) are unpaved public alleys as defined in Rule 1186; or
    - (iii) are service roads that meet all of the following criteria:
      - (a) are less than 50 feet in width at all points along the road;
      - (b) are within 25 feet of the property line; and
      - (c) have a traffic volume less than 20 vehicle-trips per day.
  - (C) To any active operation, open storage pile, or disturbed surface area for which necessary fugitive dust preventive or mitigative actions are in conflict with the federal Endangered Species Act, as determined in writing by the State or federal agency responsible for making such determinations.
- (3) The provisions of (d)(2) shall not apply to any aggregate-related plant or cement manufacturing facility that implements the applicable actions specified in Table 2 of this Rule at all times and shall implement the applicable actions specified in Table 3 of this Rule when the applicable performance standards of paragraphs (d)(1) and (d)(3) can not be met through use of Table 2 actions.
  - (4) The provisions of paragraphs (d)(1), (d)(2), and (d)(3) shall not apply to:
    - (A) Blasting operations which have been permitted by the California Division of Industrial Safety; and
    - (B) Motion picture, television, and video production activities when dust emissions are required for visual effects. In order to obtain this exemption, the Executive Officer must receive notification in writing at least 72 hours in advance of any such activity and no nuisance results from such activity.
  - (5) The provisions of paragraph (d)(3) shall not apply if the dust control actions, as specified in Table 2, are implemented on a routine basis for

each applicable fugitive dust source type. To qualify for this exemption, a person must maintain records in accordance with subparagraph (e)(1)(C).

- (6) The provisions of paragraph (d)(4) shall not apply to earth coverings of public paved roadways where such coverings are approved by a local government agency for the protection of the roadway, and where such coverings are used as roadway crossings for haul vehicles provided that such roadway is closed to through traffic and visible roadway dust is removed within one day following the cessation of activities.
- (7) The provisions of subdivision (e) shall not apply to:
  - (A) officially-designated public parks and recreational areas, including national parks, national monuments, national forests, state parks, state recreational areas, and county regional parks.
  - (B) any large operation which is required to submit a dust control plan to any city or county government which has adopted a District-approved dust control ordinance.
  - (C) any large operation subject to Rule 1158, which has an approved dust control plan pursuant to Rule 1158, provided that all sources of fugitive dust are included in the Rule 1158 plan.
- (8) The provisions of subparagraph (e)(1)(A) through (e)(1)(C) shall not apply to any large operation with an AQMD-approved fugitive dust control plan provided that there is no change to the sources and controls as identified in the AQMD-approved fugitive dust control plan.

(h) Fees

Any person conducting active operations for which the Executive Officer conducts upwind/downwind monitoring for PM<sub>10</sub> pursuant to paragraph (d)(3) shall be assessed applicable Ambient Air Analysis Fees pursuant to Rule 304.1. Applicable fees shall be waived for any facility which is exempted from paragraph (d)(3) or meets the requirements of paragraph (d)(3).

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
**(Applicable to All Construction Activity Sources)**

Source Category	Control Measure	Guidance
Backfilling	01-1 Stabilize backfill material when not actively handling; and 01-2 Stabilize backfill material during handling; and 01-3 Stabilize soil at completion of activity.	<ul style="list-style-type: none"> <li>✓ Mix backfill soil with water prior to moving</li> <li>✓ Dedicate water truck or high capacity hose to backfilling equipment</li> <li>✓ Empty loader bucket slowly so that no dust plumes are generated</li> <li>✓ Minimize drop height from loader bucket</li> </ul>
Clearing and grubbing	02-1 Maintain stability of soil through pre-watering of site prior to clearing and grubbing; and 02-2 Stabilize soil during clearing and grubbing activities; and 02-3 Stabilize soil immediately after clearing and grubbing activities.	<ul style="list-style-type: none"> <li>✓ Maintain live perennial vegetation where possible</li> <li>✓ Apply water in sufficient quantity to prevent generation of dust plumes</li> </ul>
Clearing forms	03-1 Use water spray to clear forms; or 03-2 Use sweeping and water spray to clear forms; or 03-3 Use vacuum system to clear forms.	<ul style="list-style-type: none"> <li>✓ Use of high pressure air to clear forms may cause exceedance of Rule requirements</li> </ul>
Crushing	04-1 Stabilize surface soils prior to operation of support equipment; and 04-2 Stabilize material after crushing.	<ul style="list-style-type: none"> <li>✓ Follow permit conditions for crushing equipment</li> <li>✓ Pre-water material prior to loading into crusher</li> <li>✓ Monitor crusher emissions opacity</li> <li>✓ Apply water to crushed material to prevent dust plumes</li> </ul>

**TABLE 1  
BEST AVAILABLE CONTROL MEASURES  
(Applicable to All Construction Activity Sources)**

Source Category	Control Measure	Guidance
Cut and fill	05-1 Pre-water soils prior to cut and fill activities; and 05-2 Stabilize soil during and after cut and fill activities.	<ul style="list-style-type: none"> <li>✓ For large sites, pre-water with sprinklers or water trucks and allow time for penetration</li> <li>✓ Use water trucks/pulls to water soils to depth of cut prior to subsequent cuts</li> </ul>
Demolition – mechanical/manual	06-1 Stabilize wind erodible surfaces to reduce dust; and 06-2 Stabilize surface soil where support equipment and vehicles will operate; and 06-3 Stabilize loose soil and demolition debris; and 06-4 Comply with AQMD Rule 1403.	<ul style="list-style-type: none"> <li>✓ Apply water in sufficient quantities to prevent the generation of visible dust plumes</li> </ul>
Disturbed soil	07-1 Stabilize disturbed soil throughout the construction site; and 07-2 Stabilize disturbed soil between structures	<ul style="list-style-type: none"> <li>✓ Limit vehicular traffic and disturbances on soils where possible</li> <li>✓ If interior block walls are planned, install as early as possible</li> <li>✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes</li> </ul>
Earth-moving activities	08-1 Pre-apply water to depth of proposed cuts; and 08-2 Re-apply water as necessary to maintain soils in a damp condition and to ensure that visible emissions do not exceed 100 feet in any direction; and 08-3 Stabilize soils once earth-moving activities are complete.	<ul style="list-style-type: none"> <li>✓ Grade each project phase separately, timed to coincide with construction phase</li> <li>✓ Upwind fencing can prevent material movement on site</li> <li>✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes</li> </ul>

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
**(Applicable to All Construction Activity Sources)**

Source Category	Control Measure	Guidance
Importing/exporting of bulk materials	09-1 Stabilize material while loading to reduce fugitive dust emissions; and 09-2 Maintain at least six inches of freeboard on haul vehicles; and 09-3 Stabilize material while transporting to reduce fugitive dust emissions; and 09-4 Stabilize material while unloading to reduce fugitive dust emissions; and 09-5 Comply with Vehicle Code Section 23114.	<ul style="list-style-type: none"> <li>✓ Use tarps or other suitable enclosures on haul trucks</li> <li>✓ Check belly-dump truck seals regularly and remove any trapped rocks to prevent spillage</li> <li>✓ Comply with track-out prevention/mitigation requirements</li> <li>✓ Provide water while loading and unloading to reduce visible dust plumes</li> </ul>
Landscaping	10-1 Stabilize soils, materials, slopes	<ul style="list-style-type: none"> <li>✓ Apply water to materials to stabilize</li> <li>✓ Maintain materials in a crusted condition</li> <li>✓ Maintain effective cover over materials</li> <li>✓ Stabilize sloping surfaces using soil binders until vegetation or ground cover can effectively stabilize the slopes</li> <li>✓ Hydroseed prior to rain season</li> </ul>
Road shoulder maintenance	11-1 Apply water to unpaved shoulders prior to clearing; and 11-2 Apply chemical dust suppressants and/or washed gravel to maintain a stabilized surface after completing road shoulder maintenance.	<ul style="list-style-type: none"> <li>✓ Installation of curbing and/or paving of road shoulders can reduce recurring maintenance costs</li> <li>✓ Use of chemical dust suppressants can inhibit vegetation growth and reduce future road shoulder maintenance costs</li> </ul>

**TABLE 1**  
**BEST AVAILABLE CONTROL MEASURES**  
**(Applicable to All Construction Activity Sources)**

Source Category	Control Measure	Guidance
Screening	12-1 Pre-water material prior to screening; and 12-2 Limit fugitive dust emissions to opacity and plume length standards; and 12-3 Stabilize material immediately after screening.	<ul style="list-style-type: none"> <li>✓ Dedicate water truck or high capacity hose to screening operation</li> <li>✓ Drop material through the screen slowly and minimize drop height</li> <li>✓ Install wind barrier with a porosity of no more than 50% upwind of screen to the height of the drop point</li> </ul>
Staging areas	13-1 Stabilize staging areas during use; and 13-2 Stabilize staging area soils at project completion.	<ul style="list-style-type: none"> <li>✓ Limit size of staging area</li> <li>✓ Limit vehicle speeds to 15 miles per hour</li> <li>✓ Limit number and size of staging area entrances/exits</li> </ul>
Stockpiles/ Bulk Material Handling	14-1 Stabilize stockpiled materials. 14-2 Stockpiles within 100 yards of off-site occupied buildings must not be greater than eight feet in height; or must have a road bladed to the top to allow water truck access or must have an operational water irrigation system that is capable of complete stockpile coverage.	<ul style="list-style-type: none"> <li>✓ Add or remove material from the downwind portion of the storage pile</li> <li>✓ Maintain storage piles to avoid steep sides or faces</li> </ul>

**TABLE 1  
BEST AVAILABLE CONTROL MEASURES  
(Applicable to All Construction Activity Sources)**

Source Category	Control Measure	Guidance
Traffic areas for construction activities	15-1 Stabilize all off-road traffic and parking areas; and 15-2 Stabilize all haul routes; and 15-3 Direct construction traffic over established haul routes.	<ul style="list-style-type: none"> <li>✓ Apply gravel/paving to all haul routes as soon as possible to all future roadway areas</li> <li>✓ Barriers can be used to ensure vehicles are only used on established parking areas/haul routes</li> </ul>
Trenching	16-1 Stabilize surface soils where trencher or excavator and support equipment will operate; and 16-2 Stabilize soils at the completion of trenching activities.	<ul style="list-style-type: none"> <li>✓ Pre-watering of soils prior to trenching is an effective preventive measure. For deep trenching activities, pre-trench to 18 inches soak soils via the pre-trench and resuming trenching</li> <li>✓ Washing mud and soils from equipment at the conclusion of trenching activities can prevent crusting and drying of soil on equipment</li> </ul>
Truck loading	17-1 Pre-water material prior to loading; and 17-2 Ensure that freeboard exceeds six inches (CVC 23114)	<ul style="list-style-type: none"> <li>✓ Empty loader bucket such that no visible dust plumes are created</li> <li>✓ Ensure that the loader bucket is close to the truck to minimize drop height while loading</li> </ul>
Turf Overseeding	18-1 Apply sufficient water immediately prior to conducting turf vacuuming activities to meet opacity and plume length standards; and 18-2 Cover haul vehicles prior to exiting the site.	<ul style="list-style-type: none"> <li>✓ Haul waste material immediately off-site</li> </ul>

**TABLE 1  
BEST AVAILABLE CONTROL MEASURES  
(Applicable to All Construction Activity Sources)**

Source Category	Control Measure	Guidance
Unpaved roads/parking lots	19-1 Stabilize soils to meet the applicable performance standards; and 19-2 Limit vehicular travel to established unpaved roads (haul routes) and unpaved parking lots.	✓ Restricting vehicular access to established unpaved travel paths and parking lots can reduce stabilization requirements
Vacant land	20-1 In instances where vacant lots are 0.10 acre or larger and have a cumulative area of 500 square feet or more that are driven over and/or used by motor vehicles and/or off-road vehicles, prevent motor vehicle and/or off-road vehicle trespassing, parking and/or access by installing barriers, curbs, fences, gates, posts, signs, shrubs, trees or other effective control measures.	

**Table 2**  
**DUST CONTROL MEASURES FOR LARGE OPERATIONS**

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL ACTIONS</b>
<b>Earth-moving (except construction cutting and filling areas, and mining operations)</b>	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
<b>Earth-moving: Construction fill areas:</b>	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

Table 2 (Continued)

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL ACTIONS</b>
<b>Earth-moving: Construction cut areas and mining operations:</b>	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
<b>Disturbed surface areas (except completed grading areas)</b>	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 percent of the unstabilized area.
<b>Disturbed surface areas: Completed grading areas</b>	(2c) Apply chemical stabilizers within five working days of grading completion; OR  (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
<b>Inactive disturbed surface areas</b>	(3a) Apply water to at least 80 percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR  (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR  (3c) Establish a vegetative ground cover within 21 days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR  (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

Table 2 (Continued)

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL ACTIONS</b>
<b>Unpaved Roads</b>	<p>(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR</p> <p>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR</p> <p>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.</p>
<b>Open storage piles</b>	<p>(5a) Apply chemical stabilizers; OR</p> <p>(5b) Apply water to at least 80 percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR</p> <p>(5c) Install temporary coverings; OR</p> <p>(5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile. This option may only be used at aggregate-related plants or at cement manufacturing facilities.</p>
<b>All Categories</b>	<p>(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.</p>

**TABLE 3**  
**CONTINGENCY CONTROL MEASURES FOR LARGE OPERATIONS**

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL MEASURES</b>
<b>Earth-moving</b>	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
<b>Disturbed surface areas</b>	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
<b>Unpaved roads</b>	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice per hour during active operation; OR (3C) Stop all vehicular traffic.
<b>Open storage piles</b>	(1D) Apply water twice per hour; OR (2D) Install temporary coverings.
<b>Paved road track-out</b>	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
<b>All Categories</b>	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.

**Table 4**  
**(Conservation Management Practices for Confined Animal Facilities)**

<b>SOURCE CATEGORY</b>	<b>CONSERVATION MANAGEMENT PRACTICES</b>
<b>Manure Handling</b>  (Only applicable to Commercial Poultry Ranches)	(1a) Cover manure prior to removing material off-site; AND (1b) Spread the manure before 11:00 AM and when wind conditions are less than 25 miles per hour; AND (1c) Utilize coning and drying manure management by removing manure at laying hen houses at least twice per year and maintain a base of no less than 6 inches of dry manure after clean out; or in lieu of complying with conservation management practice (1c), comply with conservation management practice (1d). (1d) Utilize frequent manure removal by removing the manure from laying hen houses at least every seven days and immediately thin bed dry the material.
<b>Feedstock Handling</b>	(2a) Utilize a sock or boot on the feed truck auger when filling feed storage bins.
<b>Disturbed Surfaces</b>	(3a) Maintain at least 70 percent vegetative cover on vacant portions of the facility; OR (3b) Utilize conservation tillage practices to manage the amount, orientation and distribution of crop and other plant residues on the soil surface year-round, while growing crops (if applicable) in narrow slots or tilled strips; OR (3c) Apply dust suppressants in sufficient concentrations and frequencies to maintain a stabilized surface.
<b>Unpaved Roads</b>	(4a) Restrict access to private unpaved roads either through signage or physical access restrictions and control vehicular speeds to no more than 15 miles per hour through worker notifications, signage, or any other necessary means; OR (4b) Cover frequently traveled unpaved roads with low silt content material (i.e., asphalt, concrete, recycled road base, or gravel to a minimum depth of four inches); OR (4c) Treat unpaved roads with water, mulch, chemical dust suppressants or other cover to maintain a stabilized surface.
<b>Equipment Parking Areas</b>	(5a) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (5b) Apply material with low silt content (i.e., asphalt, concrete, recycled road base, or gravel to a depth of four inches).



## **APPENDIX "F"**

### **BEST MANAGEMENT PRACTICES**

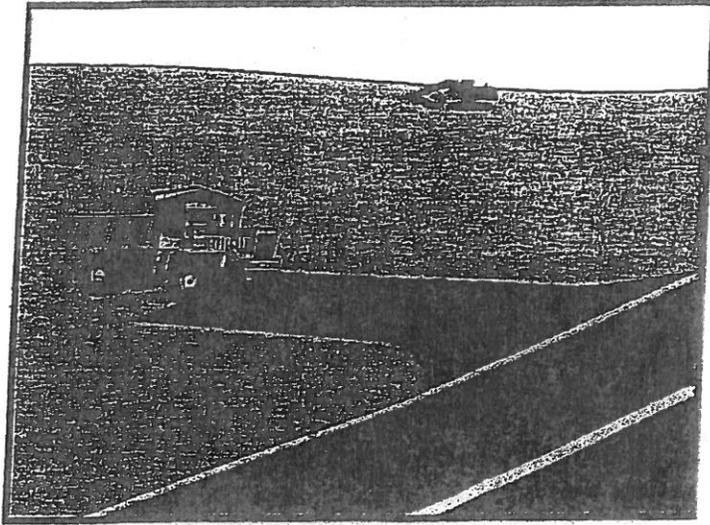
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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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# Stabilized Construction Entrance/Exit TC-1



## Description and Purpose

A stabilized construction access is defined by a point of entrance/exit to a construction site that is stabilized to reduce the tracking of mud and dirt onto public roads by construction vehicles.

## Suitable Applications

Use at construction sites:

- Where dirt or mud can be tracked onto public roads.
- Adjacent to water bodies.
- Where poor soils are encountered.
- Where dust is a problem during dry weather conditions.

## Limitations

- Entrances and exits require periodic top dressing with additional stones.
- This BMP should be used in conjunction with street sweeping on adjacent public right of way.
- Entrances and exits should be constructed on level ground only.
- Stabilized construction entrances are rather expensive to construct and when a wash rack is included, a sediment trap of some kind must also be provided to collect wash water runoff.

## Objectives

EC	Erosion Control	<input checked="" type="checkbox"/>
SE	Sediment Control	<input checked="" type="checkbox"/>
TC	Tracking Control	<input checked="" type="checkbox"/>
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

## Legend:

- Primary Objective
- Secondary Objective

## Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

## Potential Alternatives

None



# Stabilized Construction Entrance/Exit TC-1

## **Implementation**

### *General*

A stabilized construction entrance is a pad of aggregate underlain with filter cloth located at any point where traffic will be entering or leaving a construction site to or from a public right of way, street, alley, sidewalk, or parking area. The purpose of a stabilized construction entrance is to reduce or eliminate the tracking of sediment onto public rights of way or streets. Reducing tracking of sediments and other pollutants onto paved roads helps prevent deposition of sediments into local storm drains and production of airborne dust.

Where traffic will be entering or leaving the construction site, a stabilized construction entrance should be used. NPDES permits require that appropriate measures be implemented to prevent tracking of sediments onto paved roadways, where a significant source of sediments is derived from mud and dirt carried out from unpaved roads and construction sites.

Stabilized construction entrances are moderately effective in removing sediment from equipment leaving a construction site. The entrance should be built on level ground. Advantages of the Stabilized Construction Entrance/Exit is that it does remove some sediment from equipment and serves to channel construction traffic in and out of the site at specified locations. Efficiency is greatly increased when a washing rack is included as part of a stabilized construction entrance/exit.

### *Design and Layout*

- Construct on level ground where possible.
- Select 3 to 6 in. diameter stones.
- Use minimum depth of stones of 12 in. or as recommended by soils engineer.
- Construct length of 50 ft minimum, and 30 ft minimum width.
- Rumble racks constructed of steel panels with ridges and installed in the stabilized entrance/exit will help remove additional sediment and to keep adjacent streets clean.
- Provide ample turning radii as part of the entrance.
- Limit the points of entrance/exit to the construction site.
- Limit speed of vehicles to control dust.
- Properly grade each construction entrance/exit to prevent runoff from leaving the construction site.
- Route runoff from stabilized entrances/exits through a sediment trapping device before discharge.
- Design stabilized entrance/exit to support heaviest vehicles and equipment that will use it.
- Select construction access stabilization (aggregate, asphaltic concrete, concrete) based on longevity, required performance, and site conditions. Do not use asphalt concrete (AC) grindings for stabilized construction access/roadway.

## **Stabilized Construction Entrance/Exit TC-1**

- If aggregate is selected, place crushed aggregate over geotextile fabric to at least 12 in. depth, or place aggregate to a depth recommended by a geotechnical engineer. A crushed aggregate greater than 3 in. but smaller than 6 in. should be used.
- Designate combination or single purpose entrances and exits to the construction site.
- Require that all employees, subcontractors, and suppliers utilize the stabilized construction access.
- Implement SE-7, Street Sweeping and Vacuuming, as needed.
- All exit locations intended to be used for more than a two-week period should have stabilized construction entrance/exit BMPs.

### **Inspection and Maintenance**

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMPs are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Inspect local roads adjacent to the site daily. Sweep or vacuum to remove visible accumulated sediment.
- Remove aggregate, separate and dispose of sediment if construction entrance/exit is clogged with sediment.
- Keep all temporary roadway ditches clear.
- Check for damage and repair as needed.
- Replace gravel material when surface voids are visible.
- Remove all sediment deposited on paved roadways within 24 hours.
- Remove gravel and filter fabric at completion of construction

### **Costs**

Average annual cost for installation and maintenance may vary from \$1,200 to \$4,800 each, averaging \$2,400 per entrance. Costs will increase with addition of washing rack, and sediment trap. With wash rack, costs range from \$1,200 - \$6,000 each, averaging \$3,600 per entrance.

### **References**

Manual of Standards of Erosion and Sediment Control Measures, Association of Bay Area Governments, May 1995.

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, USEPA Agency, 2002.

Proposed Guidance Specifying Management Measures for Sources of Nonpoint Pollution in Coastal Waters, Work Group Working Paper, USEPA, April 1992.

## Stabilized Construction Entrance/Exit TC-1

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

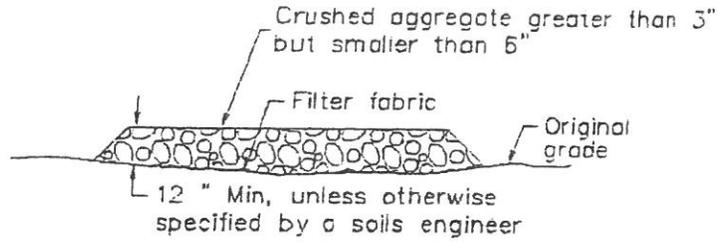
Stormwater Management of the Puget Sound Basin, Technical Manual, Publication #91-75, Washington State Department of Ecology, February 1992.

Virginia Erosion and Sedimentation Control Handbook, Virginia Department of Conservation and Recreation, Division of Soil and Water Conservation, 1991.

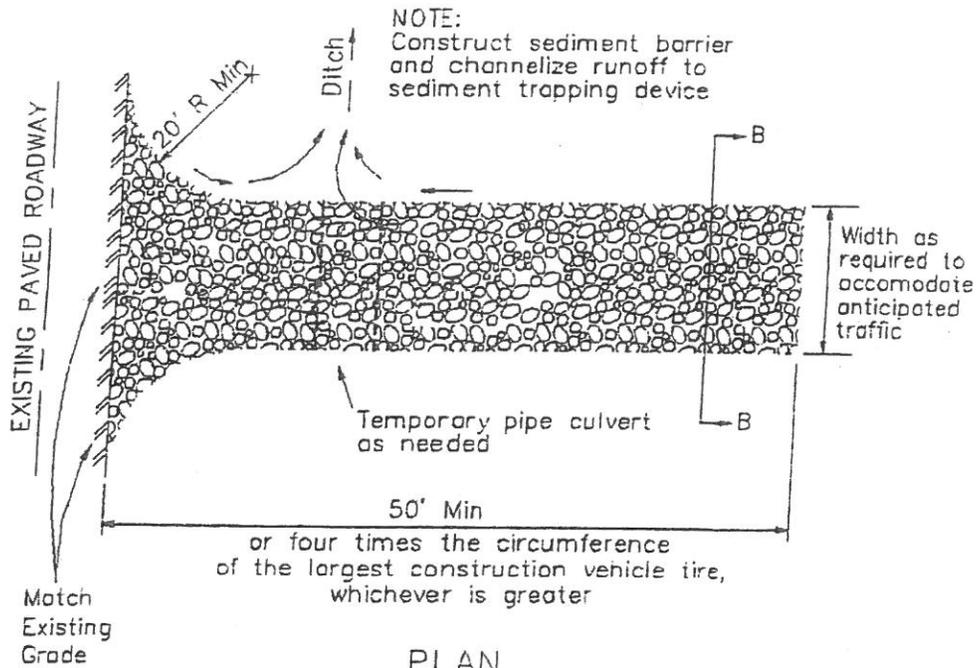
Guidance Specifying Management Measures for Nonpoint Pollution in Coastal Waters, EPA 840-B-9-002, USEPA, Office of Water, Washington, DC, 1993.

Water Quality Management Plan for the Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

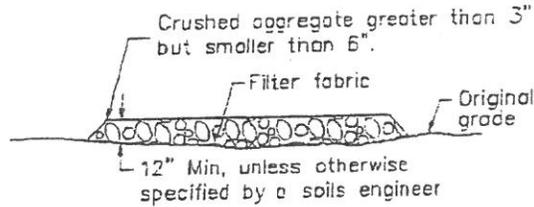
# Stabilized Construction Entrance/Exit TC-1



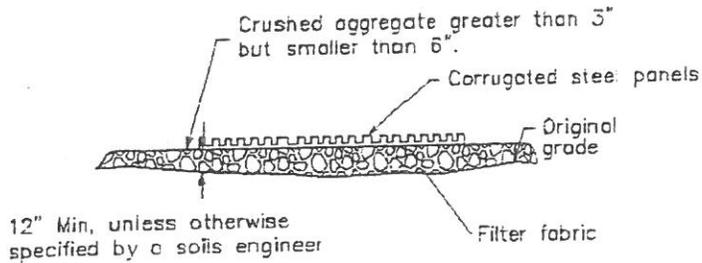
SECTION B-B  
NTS



# Stabilized Construction Entrance/Exit TC-1

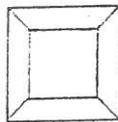


**SECTION B-B**  
NTS

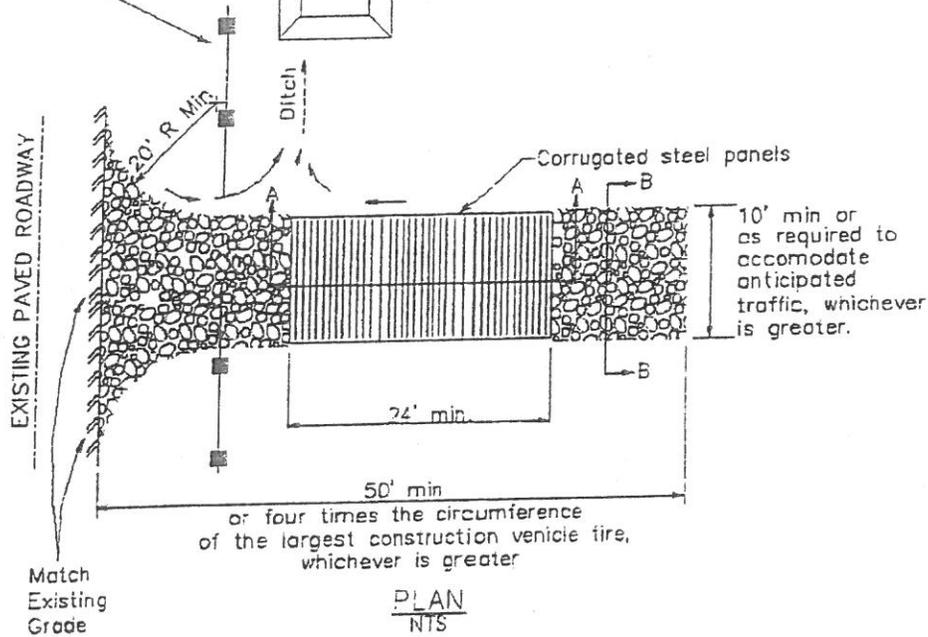


**SECTION A-A**  
NOT TO SCALE

**NOTE:**  
Construct sediment barrier and channelize runoff to sediment trapping device

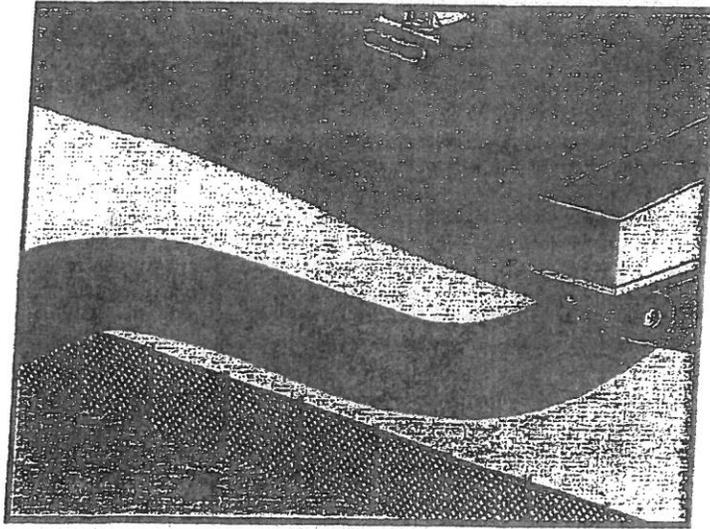


Sediment trapping device



# Stabilized Construction Roadway

TC-2



## Objectives

EC	Erosion Control	<input checked="" type="checkbox"/>
SE	Sediment Control	<input checked="" type="checkbox"/>
TC	Tracking Control	<input checked="" type="checkbox"/>
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

## Legend:

- Primary Objective
- Secondary Objective

## Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

## Potential Alternatives

None

## Description and Purpose

Access roads, subdivision roads, parking areas, and other onsite vehicle transportation routes should be stabilized immediately after grading, and frequently maintained to prevent erosion and control dust.

## Suitable Applications

This BMP should be applied for the following conditions:

- Temporary Construction Traffic:
  - Phased construction projects and offsite road access
  - Construction during wet weather
- Construction roadways and detour roads:
  - Where mud tracking is a problem during wet weather
  - Where dust is a problem during dry weather
  - Adjacent to water bodies
  - Where poor soils are encountered

## Limitations

- The roadway must be removed or paved when construction is complete.



# Stabilized Construction Roadway

TC-2

- Stabilize roadway using aggregate, asphalt concrete, or concrete based on longevity, required performance, and site conditions. The use of cold mix asphalt or asphalt concrete (AC) grindings for stabilized construction roadway is not allowed.
- Coordinate materials with those used for stabilized construction entrance/exit points.
- If aggregate is selected, place crushed aggregate over geotextile fabric to at least 12 in. depth. A crushed aggregate greater than 3 in. but smaller than 6 in. should be used.

## Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Keep all temporary roadway ditches clear.
- When no longer required, remove stabilized construction roadway and re-grade and repair slopes.
- Periodically apply additional aggregate on gravel roads.
- Active dirt construction roads are commonly watered three or more times per day during the dry season.

## Costs

Gravel construction roads are moderately expensive, but cost is often balanced by reductions in construction delay. No additional costs for dust control on construction roads should be required above that needed to meet local air quality requirements.

## References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Coastal Nonpoint Pollution Control Program; Program Development and Approval Guidance, Working Group, Working Paper; USEPA, April 1992.

Manual of Standards of Erosion and Sediment Control Measures, Association of Bay Area Governments, May 1995.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Stormwater Management of the Puget Sound Basin, Technical Manual, Publication #91-75, Washington State Department of Ecology, February 1992.

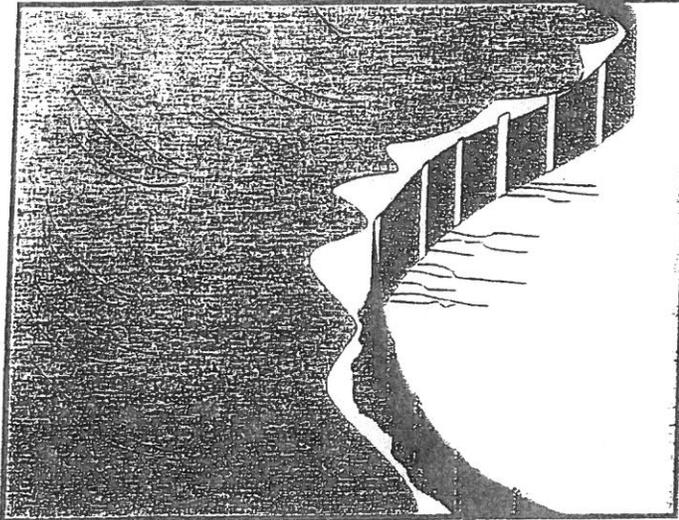
## **TC-2      Stabilized Construction Roadway**

Virginia Erosion and Sedimentation Control Handbook, Virginia Department of Conservation and Recreation, Division of Soil and Water Conservation, 1991.

Water Quality Management Plan for the Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

# Silt Fence

SE-1



## Description and Purpose

A silt fence is made of a filter fabric that has been entrenched, attached to supporting poles, and sometimes backed by a plastic or wire mesh for support. The silt fence detains sediment-laden water, promoting sedimentation behind the fence.

## Suitable Applications

Silt fences are suitable for perimeter control, placed below areas where sheet flows discharge from the site. They should also be used as interior controls below disturbed areas where runoff may occur in the form of sheet and rill erosion. Silt fences are generally ineffective in locations where the flow is concentrated and are only applicable for sheet or overland flows. Silt fences are most effective when used in combination with erosion controls. Suitable applications include:

- Along the perimeter of a project.
- Below the toe or down slope of exposed and erodible slopes.
- Along streams and channels.
- Around temporary spoil areas and stockpiles.
- Below other small cleared areas.

## Limitations

- Do not use in streams, channels, drain inlets, or anywhere flow is concentrated.

## Objectives

EC	Erosion Control	
SE	Sediment Control	<input checked="" type="checkbox"/>
TR	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

## Legend:

- Primary Objective
- Secondary Objective

## Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

## Potential Alternatives

- SE-5 Fiber Rolls
- SE-6 Gravel Bag Berm
- SE-8 Sandbag Barrier
- SE-9 Straw Bale Barrier



- Do not use in locations where ponded water may cause flooding.
- Do not place fence on a slope, or across any contour line. If not installed at the same elevation throughout, silt fences will create erosion.
- Filter fences will create a temporary sedimentation pond on the upstream side of the fence and may cause temporary flooding. Fences not constructed on a level contour will be overtopped by concentrated flow resulting in failure of the filter fence.
- Improperly installed fences are subject to failure from undercutting, overlapping, or collapsing.
  - Not effective unless trenched and keyed in.
  - Not intended for use as mid-slope protection on slopes greater than 4:1 (H:V).
  - Do not allow water depth to exceed 1.5 ft at any point.

### Implementation

#### *General*

A silt fence is a temporary sediment barrier consisting of filter fabric stretched across and attached to supporting posts, entrenched, and, depending upon the strength of fabric used, supported with plastic or wire mesh fence. Silt fences trap sediment by intercepting and detaining small amounts of sediment-laden runoff from disturbed areas in order to promote sedimentation behind the fence.

Silt fences are preferable to straw bale barriers in many cases. Laboratory work at the Virginia Highway and Transportation Research Council has shown that silt fences can trap a much higher percentage of suspended sediments than can straw bales. While the failure rate of silt fences is lower than that of straw bale barriers, there are many instances where silt fences have been improperly installed. The following layout and installation guidance can improve performance and should be followed:

- Use principally in areas where sheet flow occurs.
- Don't use in streams, channels, or anywhere flow is concentrated. Don't use silt fences to divert flow.
- Don't use below slopes subject to creep, slumping, or landslides.
- Select filter fabric that retains 85% of soil by weight, based on sieve analysis, but that is not finer than an equivalent opening size of 70.
- Install along a level contour, so water does not pond more than 1.5 ft at any point along the silt fence.
- The maximum length of slope draining to any point along the silt fence should be 200 ft or less.
- The maximum slope perpendicular to the fence line should be 1:1.

- Provide sufficient room for runoff to pond behind the fence and to allow sediment removal equipment to pass between the silt fence and toes of slopes or other obstructions. About 1200 ft<sup>2</sup> of ponding area should be provided for every acre draining to the fence.
- Turn the ends of the filter fence uphill to prevent stormwater from flowing around the fence.
- Leave an undisturbed or stabilized area immediately down slope from the fence where feasible.
- Silt fences should remain in place until the disturbed area is permanently stabilized.

### *Design and Layout*

Selection of a filter fabric is based on soil conditions at the construction site (which affect the equivalent opening size (EOS) fabric specification) and characteristics of the support fence (which affect the choice of tensile strength). The designer should specify a filter fabric that retains the soil found on the construction site yet that it has openings large enough to permit drainage and prevent clogging. The following criteria is recommended for selection of the equivalent opening size:

1. If 50 percent or less of the soil, by weight, will pass the U.S. Standard Sieve No. 200, select the EOS to retain 85 % of the soil. The EOS should not be finer than EOS 70.
2. For all other soil types, the EOS should be no larger than the openings in the U.S. Standard Sieve No. 70 except where direct discharge to a stream, lake, or wetland will occur, then the EOS should be no larger than Standard Sieve No. 100.

To reduce the chance of clogging, it is preferable to specify a fabric with openings as large as allowed by the criteria. No fabric should be specified with an EOS smaller than U.S. Standard Sieve No. 100. If 85% or more of a soil, by weight, passes through the openings in a No. 200 sieve, filter fabric should not be used. Most of the particles in such a soil would not be retained if the EOS was too large and they would clog the fabric quickly if the EOS were small enough to capture the soil.

The fence should be supported by a plastic or wire mesh if the fabric selected does not have sufficient strength and bursting strength characteristics for the planned application (as recommended by the fabric manufacturer). Filter fabric material should contain ultraviolet inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 °F to 120 °F.

- Layout in accordance with attached figures.
- For slopes steeper than 2:1 (H:V) and that contain a high number of rocks or large dirt clods that tend to dislodge, it may be necessary to install additional protection immediately adjacent to the bottom of the slope, prior to installing silt fence. Additional protection may be a chain link fence or a cable fence.
- For slopes adjacent to sensitive receiving waters or Environmentally Sensitive Areas (ESAs), silt fence should be used in conjunction with erosion control BMPs.

**Materials**

- Silt fence fabric should be woven polypropylene with a minimum width of 36 in. and a minimum tensile strength of 100 lb force. The fabric should conform to the requirements in ASTM designation D4632 and should have an integral reinforcement layer. The reinforcement layer should be a polypropylene, or equivalent, net provided by the manufacturer. The permittivity of the fabric should be between  $0.1 \text{ sec}^{-1}$  and  $0.15 \text{ sec}^{-1}$  in conformance with the requirements in ASTM designation D4491.
- Wood stakes should be commercial quality lumber of the size and shape shown on the plans. Each stake should be free from decay, splits or cracks longer than the thickness of the stake or other defects that would weaken the stakes and cause the stakes to be structurally unsuitable.
- Staples used to fasten the fence fabric to the stakes should be not less than 1.75 in. long and should be fabricated from 15 gauge or heavier wire. The wire used to fasten the tops of the stakes together when joining two sections of fence should be 9 gauge or heavier wire. Galvanizing of the fastening wire will not be required.
- There are new products that may use prefabricated plastic holders for the silt fence and use bar reinforcement instead of wood stakes. If bar reinforcement is used in lieu of wood stakes, use number four or greater bar. Provide end protection for any exposed bar reinforcement.

**Installation Guidelines**

Silt fences are to be constructed on a level contour. Sufficient area should exist behind the fence for ponding to occur without flooding or overtopping the fence.

- A trench should be excavated approximately 6 in. wide and 6 in. deep along the line the proposed silt fence.
- Bottom of the silt fence should be keyed-in a minimum of 12 in.
- Posts should be spaced a maximum of 6 ft apart and driven securely into the ground a minimum of 18 in. or 12 in. below the bottom of the trench.
- When standard strength filter fabric is used, a plastic or wire mesh support fence should be fastened securely to the upslope side of posts using heavy-duty wire staples at least 1 in. long. The mesh should extend into the trench. When extra-strength filter fabric and closer post spacing are used, the mesh support fence may be eliminated. Filter fabric should be purchased in a long roll, and then cut to the length of the barrier. When joints are necessary, filter cloth should be spliced together only at a support post, with a minimum 6 in. overlap and both ends securely fastened to the post.
- The trench should be backfilled with compacted native material.
- Construct silt fences with a setback of at least 3 ft from the toe of a slope. Where a silt fence is determined to be not practicable due to specific site conditions, the silt fence may be constructed at the toe of the slope, but should be constructed as far from the toe of the slope as practicable. Silt fences close to the toe of the slope will be less effective and difficult to maintain.

- Construct the length of each reach so that the change in base elevation along the reach does not exceed 1/3 the height of the barrier; in no case should the reach exceed 500 ft.

## Costs

- Average annual cost for installation and maintenance (assumes 6 month useful life): \$7 per lineal foot (\$850 per drainage acre). Range of cost is \$3.50 - \$9.10 per lineal foot.

## Inspection and Maintenance

- Inspect BMPs prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season.
- Repair undercut silt fences.
- Repair or replace split, torn, slumping, or weathered fabric. The lifespan of silt fence fabric is generally 5 to 8 months.
- Silt fences that are damaged and become unsuitable for the intended purpose should be removed from the site of work, disposed of, and replaced with new silt fence barriers.
- Sediment that accumulates in the BMP must be periodically removed in order to maintain BMP effectiveness. Sediment should be removed when the sediment accumulation reaches one-third of the barrier height. Sediment removed during maintenance may be incorporated into earthwork on the site or disposed at an appropriate location.
- Silt fences should be left in place until the upstream area is permanently stabilized. Until then, the silt fence must be inspected and maintained.
- Holes, depressions, or other ground disturbance caused by the removal of the silt fences should be backfilled and repaired.

## References

Manual of Standards of Erosion and Sediment Control Measures, Association of Bay Area Governments, May 1995.

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, United States Environmental Protection Agency, 2002.

Proposed Guidance Specifying Management Measures for Sources of Nonpoint Pollution in Coastal Waters, Work Group-Working Paper, USEPA, April 1992.

Sedimentation and Erosion Control Practices, and Inventory of Current Practices (Draft), UESPA, 1990.

Southeastern Wisconsin Regional Planning Commission (SWRPC). Costs of Urban Nonpoint Source Water Pollution Control Measures. Technical Report No. 31. Southeastern Wisconsin Regional Planning Commission. Waukesha, WI. 1991

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

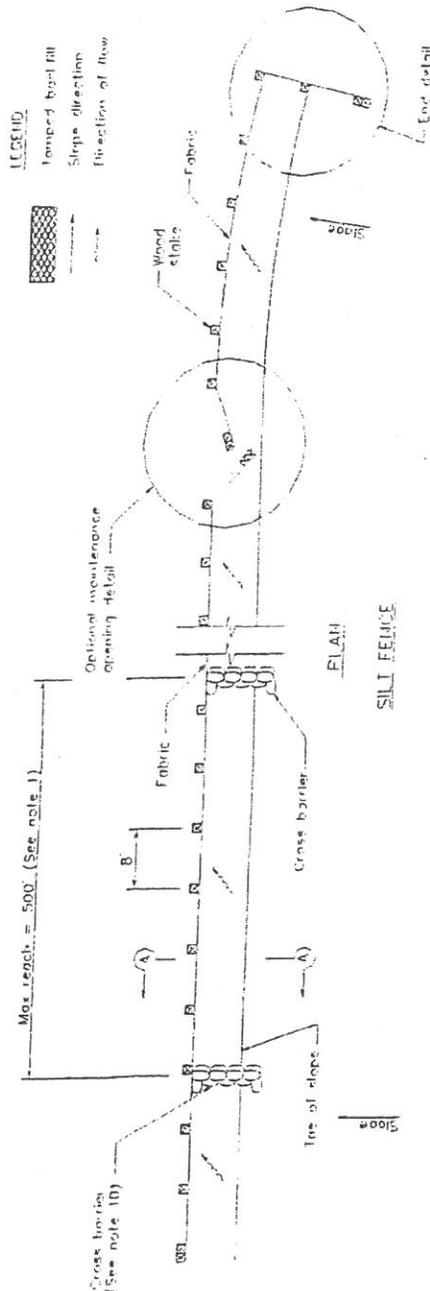
Stormwater Management Manual for The Puget Sound Basin, Washington State Department of Ecology, Public Review Draft, 1991.

U.S. Environmental Protection Agency (USEPA). Stormwater Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices. U.S. Environmental Protection Agency, Office of Water, Washington, DC, 1992.

Water Quality Management Plan for the Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

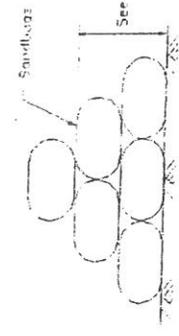
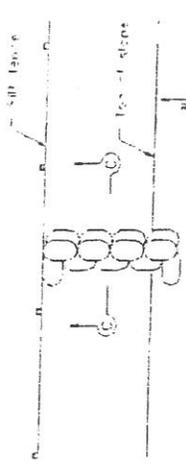
# Silt Fence

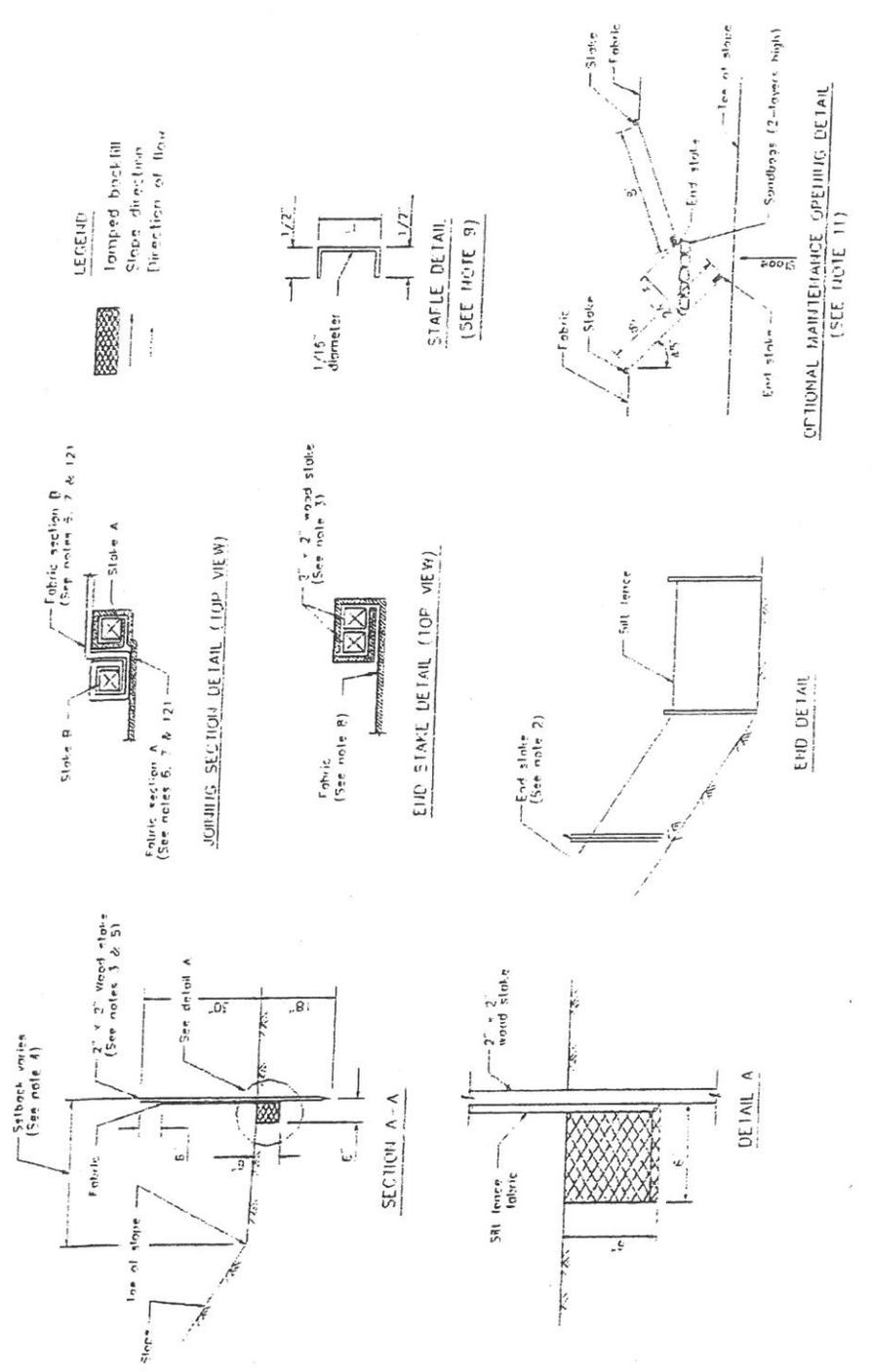
SE-1



**NOTE**

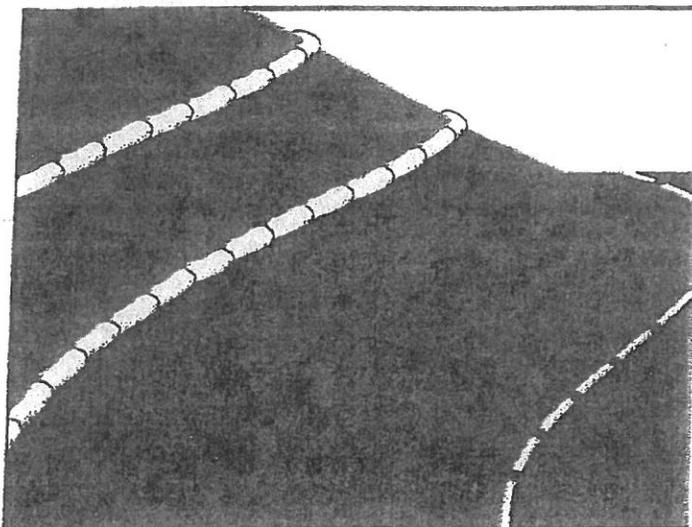
1. Construct the length of each reach so that the change in base elevation along the reach does not exceed 1/3 the height of the linear barrier. In no case shall the reach length exceed 500'
2. The last 8'-0" of fence shall be turned up slope
3. Stake dimensions are nominal
4. Dimension may vary to fit field condition
5. Stakes shall be spaced at 8'-0" maximum and shall be positioned on downstream side of fence
6. Stakes to overlap and fence fabric to fold around each stake one full turn. Secure fabric to stake with 4 staples
7. Stakes shall be driven tightly together to prevent potential flow-through of sediment at joint. The tops of the stakes shall be secured with wire
8. For end stake, fence fabric shall be folded around two stakes one full turn and secured with 4 staples
9. Minimum 4 staples per stake. Dimensions shown are typical
10. Cross barriers shall be a minimum of 1/3 and a maximum of 1/2 the height of the linear barrier
11. Maintenance openings shall be constructed in a manner to ensure sediment remains behind silt fence
12. Joining sections shall not be placed at sump locations
13. Sandbag rows and layers shall be offset to eliminate gaps





# Gravel Bag Berm

SE-6



## Description and Purpose

A gravel bag berm is a series of gravel-filled bags placed on a level contour to intercept sheet flows. Gravel bags pond sheet flow runoff, allowing sediment to settle out, and release runoff slowly as sheet flows, preventing erosion.

## Suitable Applications

Gravel bag berms may be suitable:

- As a linear sediment control measure:
  - Below the toe of slopes and erodible slopes
  - As sediment traps at culvert/pipe outlets
  - Below other small cleared areas
  - Along the perimeter of a site
  - Down slope of exposed soil areas
  - Around temporary stockpiles and spoil areas
  - Parallel to a roadway to keep sediment off paved areas
  - Along streams and channels
- As linear erosion control measure:

## Objectives

EC	Erosion Control	<input checked="" type="checkbox"/>
SE	Sediment Control	<input checked="" type="checkbox"/>
TR	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

## Legend:

- Primary Objective
- Secondary Objective

## Targeted Constituents

Sediment	<input checked="" type="checkbox"/>
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

## Potential Alternatives

- SE-1 Silt Fence
- SE-5 Fiber Roll
- SE-8 Sandbag Barrier
- SE-9 Straw Bale Barrier



- Along the face and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow
- At the top of slopes to divert runoff away from disturbed slopes
- As check dams across mildly sloped construction roads

#### Limitations

- Gravel berms may be difficult to remove.
- Removal problems limit their usefulness in landscaped areas.
- Gravel bag berm may not be appropriate for drainage areas greater than 5 acres.
- Runoff will pond upstream of the filter, possibly causing flooding if sufficient space does not exist.
- Degraded gravel bags may rupture when removed, spilling contents.
- Installation can be labor intensive.
- Berms may have limited durability for long-term projects.
- When used to detain concentrated flows, maintenance requirements increase.

#### Implementation

##### *General*

A gravel bag berm consists of a row of open graded gravel-filled bags placed on a level contour. When appropriately placed, a gravel bag berm intercepts and slows sheet flow runoff, causing temporary ponding. The temporary ponding provides quiescent conditions allowing sediment to settle. The open graded gravel in the bags is porous, which allows the ponded runoff to flow slowly through the bags, releasing the runoff as sheet flows. Gravel bag berms also interrupt the slope length and thereby reduce erosion by reducing the tendency of sheet flows to concentrate into rivulets, which erode rills, and ultimately gullies, into disturbed, sloped soils. Gravel bag berms are similar to sand bag barriers, but are more porous.

##### *Design and Layout*

- Locate gravel bag berms on level contours.
  - Slopes between 20:1 and 2:1 (H:V): Gravel bags should be placed at a maximum interval of 50 ft (a closer spacing is more effective), with the first row near the slope toe.
  - Slopes 2:1 (H:V) or steeper: Gravel bags should be placed at a maximum interval of 25 ft (a closer spacing is more effective), with the first row placed the slope toe.
- Turn the ends of the gravel bag barriers up slope to prevent runoff from going around the berm.
- Allow sufficient space up slope from the gravel bag berm to allow ponding, and to provide room for sediment storage.

- For installation near the toe of the slope, consider moving the gravel bag barriers away from the slope toe to facilitate cleaning. To prevent flows behind the barrier, bags can be placed perpendicular to a berm to serve as cross barriers.
- Drainage area should not exceed 5 acres.
- In Non-Traffic Areas:
  - Height = 18 in. maximum
  - Top width = 24 in. minimum for three or more layer construction
  - Top width = 12 in. minimum for one or two layer construction
  - Side slopes = 2:1 or flatter
- In Construction Traffic Areas:
  - Height = 12 in. maximum
  - Top width = 24 in. minimum for three or more layer construction.
  - Top width = 12 in. minimum for one or two layer construction.
  - Side slopes = 2:1 or flatter.
- Butt ends of bags tightly
- On multiple row, or multiple layer construction, overlap butt joints of adjacent row and row beneath.
- Use a pyramid approach when stacking bags.

### Materials

- **Bag Material:** Bags should be woven polypropylene, polyethylene or polyamide fabric or burlap, minimum unit weight of 4 ounces/yd<sup>2</sup>, Mullen burst strength exceeding 300 lb/in<sup>2</sup> in conformance with the requirements in ASTM designation D3786, and ultraviolet stability exceeding 70% in conformance with the requirements in ASTM designation D4355.
- **Bag Size:** Each gravel-filled bag should have a length of 18 in., width of 12 in., thickness of 3 in., and mass of approximately 33 lbs. Bag dimensions are nominal, and may vary based on locally available materials.
- **Fill Material:** Fill material should be 0.5 to 1 in. Class 2 aggregate base, clean and free from clay, organic matter, and other deleterious material, or other suitable open graded, non-cohesive, porous gravel.

### Costs

Gravel filter: Expensive, since off-site materials, hand construction, and demolition/removal are usually required. Material costs for gravel bags are average of \$2.50 per empty gravel bag. Gravel costs range from \$20- \$35 per yd<sup>3</sup>.

**Inspection and Maintenance**

- Inspect BMPs prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season.
- Gravel bags exposed to sunlight will need to be replaced every two to three months due to degrading of the bags.
- Reshape or replace gravel bags as needed.
- Repair washouts or other damage as needed.
- Sediment that accumulates in the BMP must be periodically removed in order to maintain BMP effectiveness. Sediment should be removed when the sediment accumulation reaches one-third of the barrier height. Sediment removed during maintenance may be incorporated into earthwork on the site or disposed at an appropriate location.
- Remove gravel bag berms when no longer needed. Remove sediment accumulation and clean, re-grade, and stabilize the area. Removed sediment should be incorporated in the project or disposed of.

**References**

Handbook of Steel Drainage and Highway Construction, American Iron and Steel Institute, 1983.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Pollution Plan Handbook, First Edition, State of California, Department of Transportation Division of New Technology, Materials and Research, October 1992.



## **APPENDIX "G"**

### **GARBAGE COLLECTION MAP**

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**PROJECT NO. 7071 & 7080  
BID NO. 2020-04**

**CITYWIDE CONCRETE REPAIRS  
2018 – 2019 & 2019 – 2020**

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