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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01200

GENERAL REQUIREMENTS

02/99

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SECTION 01200

GENERAL REQUIREMENTS
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PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

Code of Federal Regulations (CFR)

CFR 29	Part 1926	Safety and Health Regulations for Construction
CFR 33	Part 80	Colregs Demarcation Lines
CFR 33	Part 156	Oil and Hazardous Material Transfer Operations

CORPS OF ENGINEERS (COE)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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U.S. Department of Commerce, (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood
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Federal Specifications (FS)

FS FF-B-575	(Rev C) Bolts, Hexagon and Square
FS FF-N-105	(Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
FS FF-N-836	(Rev D; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat
FS MM-L-751	(Rev H) Lumber; Softwood
FS TT-E-529	(Rev D) Enamel, Alkyd, Semi-Gloss
FS TT-P-25	(Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

1.2 SUBMITTALS

Government approval is required for all submittals with a "G" designation; The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Pre-Staging Area Soil Sampling & Testing

Site Safety Health Plan; G.

Activity Hazards Safety Analysis; G.

Work and Staging Areas Plan; G.

Diversion and Control of Water Plan

O.C.S.D. Pipe Protection Plan

SD-05 Design Data

Aerial Photographs

SD-07 Certificate

Reach 2 Project Information Flier

Bicycle Detour Plan

SD-11 Closeout Submittals

Post-Staging Area Soils Sampling & Testing

As-Builts; G.

1.3 PROJECT FACILITIES

The Contractor shall construct and/or erect the following project facilities.

1.3.1 Construction Signs

Signs shall be erected as soon as possible and within 10 days after commencement of work under this contract and shall include:

* Project Sign at locations designated by the Contracting Officer. The Contractor may be required to erect as many as 8 project signs.

* Project Information / Warning Signs at each Newport Beach street leading to the beach and located between the Santa Ana River and the beach disposal areas. The signs shall warn the public of beach closure in the nourishment and haul areas, and that ocean access is at fence openings only.

* Project Information Signs / Warning Signs at the Santa Ana River Jetties warning the public of newly dredged channels and haul route dangers. 6 signs.

* Warning Signs facing approaching traffic on all haul roads crossing under overhead power transmission lines.

* Hard hat signs at locations directed. As many as 5 signs.

All sign wordage shall be approved by the Contracting Officer prior to installation.

1.3.2 Bulletin Board at the Contractor's office

A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

1.4 CONSTRUCTION SIGNS

1.4.1 Materials

Lumber shall conform to FS MM-L-751, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

Plywood shall conform to NIST PS 1, grade A-C, Group 1, exterior type.

Bolts, Nuts and Nails. Bolts shall conform to FS FF-B-575, nuts shall conform to FS FF-N-836, and nails shall conform to FS FF-N-105.

Paints and Oils. Paints shall conform to FS TT-P-25 for primer and TT-E-529 for finish paint and lettering.

1.4.2 Construction

Project and hard hat signs shall be constructed as detailed in Figures 1, 2, and 3. Decals will be furnished by the Contracting Officer.

Warning Signs shall be constructed of plywood not less than 1/2 inch thick and shall be securely bolted to the supports with the bottom of the sign face 3 feet above the ground. The sign face shall be 2 x 4 feet, all letters shall be 4 inches in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

Painting. All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

1.5 GOVERNMENT FIELD OFFICE

The Contractor shall provide a work space for the Contracting Officer's Representative. The space can be in the Contractor's trailer or in a separate trailer / facility. The space shall be accessed by an outside

door (locked), separate from the Contractor's entry door. The space shall not be less than 10 feet wide by 12 feet long and shall contain the following:

- * Suitable desk and minimum 2 chairs (as approved by the Contracting Officer)
- * 1 telephone
- * independent service for telephone and modem
- * 1 file cabinet, minimum 3 drawer, legal, lockable
- * access to a copier machine
- * access to a FAX machine
- * electric light and power
- * heater and air conditioning
- * toilet facilities

At the completion of the job, the office and all equipment shall remain the property of the Contractor and shall be removed from the site.

1.6 PUBLIC UTILITIES

1.6.1 General

The approximate location of all pipelines, sewer lines, and other utilities known to exist within the limits of the work are indicated on the drawings.

The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

1.6.2 Utilities To be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

Newport Beach: Telephone lines exist at each lifeguard tower and are to be protected.

1.6.3 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others," respectively. Utilities shown on the plans and not so designated shall be left in place and will be subject to the provisions of the paragraph entitled "Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements" of Section 00700 CONTRACT CLAUSES. The Contractor without cost to the Government, may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation.

1.6.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

1.6.5 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.6.6 Electric Current

All electric current required by the Contractor shall be furnished at his expense. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer Representative and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction.

1.7 NOTICES

Copies of letters or notifications made to utility companies, cities, County, Coast Guard, etc. shall be provided to the Contracting Officer.

1.7.1 Commencement of Work

The Contractor shall notify 14 calendar days in advance of the time work will commence the following personnel /agencies:

- * Contracting Officer,
- * Orange County Public Facilities & Resources Department (OCPFRD),
- * Orange County Sanitation District,
- * Cities of Costa Mesa, Huntington Beach and Newport Beach,
- * Orange County Water District,
- * Corps of Engineers Reservoir Regulation Section - Wendy Luo (213) 452-3532, or Kim Gilbert (213) 452-3532.

The following information shall be provided:

a. Size and type of construction equipment performing work in the project area, staging area location(s), whether any of the bicycle paths/trails will be transited by the equipment, proposed working hours and working days.

b. 24-hour telephone numbers of the project engineer, superintendent, and foreman.

c. Schedule for completion of project, by reach.

1.7.2 Orange County Sanitation District

a. The Contractor shall notify Chuck Winsor, Engineering Supervisor, prior to mobilizing equipment to the site. Contractor shall inform Mr. Winsor a minimum of 14 calendar days prior to transporting heavy equipment across the Sanitation District pipelines located along the west side of the west levee and along the access road to the Least Tern Island. A Pipe Protection Plan shall be submitted per paragraph 1.24 Construction Loads on Orange County Sanitation District Pipelines.

b. The Contractor shall notify Charles McGee, Microbiology Laboratory Supervisor, of the dredging and disposal operations schedule.

1.7.3 City of Newport Beach

The Contractor shall notify the City of Newport Beach, Bill Patapoff, Public Works Department, (949) 644-3311, 14 calendar days in advance of the time work will commence at the Newport groin field or at the offshore disposal area. The information provided for paragraph Commencement of Work shall be provided.

1.7.4 Traffic Routing

a. The Contractor shall coordinate with appropriate authorities and notify the Contracting Officer 14 days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

b. City of Costa Mesa: All haul routes proposed through the City of Costa Mesa shall be approved by the Costa Mesa City Engineer.

c. City of Huntington Beach: The Huntington Beach Transportation Manager shall be notified prior to any traffic routing through the City of Huntington Beach. Any truck hauling shall require a truck haul route permit (no fee).

1.7.5 Commencement of Work in Reach 2

Prior to commencement of work in Reach 2 (Station 150+32 to 194+00), the Contractor shall prepare a Reach 2 Project Information Flier to be approved by the Contracting Officer. The flier shall include:

- a. Name of Contractor along with a point of contact and phone number
- b. Name and description of the project and type of work to be performed within Reach 2
- c. Dates the Contractor anticipates working within Reach 2
- d. Contractor's daily work hours within Reach 2

The flier shall be distributed by the Contractor to all businesses and residences adjacent to the Reach 2 channel a minimum of 10 days prior to commencement of work in Reach 2.

1.7.6 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.7.7 United States Coast Guard

The Contractor shall notify the Commander Eleventh Coast Guard District, and the Coast Guard Marine Safety Office / Group LA-LB not less than 10 calendar days prior to placing the discharge pipeline. The notifications (either letter, fax, or e-mail) shall include as a minimum the following information:

- a. Project description and size and location of the discharge pipeline, including latitude/longitude (NAD 83).
- b. The size and type of any floating construction equipment to be used.
- c. Name and radio call signs for working vessels.
- d. Telephone number for 24-hour on-site contact and name and phone number of Project Engineer.
- e. The schedule for completing the project.
- f. Potential hazards to navigation.

Mail address:

Commander (oan) Eleventh Coast Guard District Building 50-6 Coast Guard Island Alameda, CA 94501-5100 ATTN: Local Notice to Mariners TEL:(510)437-2970 FAX:(510)437-5836 e-mail: rmentz@d11.uscg.mil cc: mcarlson@d11.uscg.mil	U.S. Coast Guard Marine Safety Office/Group LA-LB 1001 South Seaside Ave., Bldg.20 San Pedro, CA 90731 Attn: Waterways Management Phone # (310)732-2020 Fax # (310)732-2029 e-mail: rmanning@d11.uscg.mil cc: rgriffiths@d11.uscg.mil rmikulskis@d11.uscg.mil
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1.8 POINTS OF CONTACT

The following is a list of points of contact:

<u>Company or Agency</u>	<u>Contact</u>	<u>Telephone</u>
U.S. Army Corps of Engineers		
Resident Engineer	Eleanor Encinas	(909) 898-6153
Project Engineer	Fernando Cano	(909) 898-6154
Orange County Public Facilities & Resources Department (OCPFRD)	David Marshall	(714) 567-7801
Orange County Water District	Steve Conklin	(714) 378-3211
Orange County Sanitation District	Terry Krie	(714) 593-7348
Engineering Supervisor	Chuck Winsor	cell (714) 270-6804
Microbiology Laboratory Supervisor	Charles McGee	(714) 593-7331
Microbiology Laboratory Supervisor	Charles McGee	(714) 593-7504
City of Costa Mesa - City Engineer	Ernesto Munoz	(714) 754-5173

Senior Associate Engineer	Tom Banks	(714) 754-5298
	Armando Rutledge	(714) 754-5634
	Sandy Benson	(714) 754-5059
City of Huntington Beach		
Construction Manager	Sudi Shoja	(714) 536-5517
Transportation Manager	Bob Stachelski	(714) 536-5523
City of Newport Beach		
Public Works	Bill Patapoff	(949) 644-3311
Fire Dept and Lifeguards	Jim Turner	(949) 644-3046
Beach Maintenance Supervisor	Tom Anderson	(949) 718-3463
U.S. Coast Guard		
Marine Safety Office / Group LA-LB	LT Rob Griffiths	(310) 732-2022
Local Notice to Mariners	QM2 Rachel Mentz	(510) 437-2970
Aids-to-Navigation	LT Jerry Johnson	(510) 437-2983
Southern California Edison-Real Estate	Frank Salomone	(714) 934-0812

1.9 DREDGING / DISPOSAL OPERATION AIDS

The Contractor shall obtain the approval of the 11th Coast Guard District prior to placing any buoy or other aid marker in the water. Buoys and other disposal aid markers shall be equipped with the necessary lights and the Contractor shall insure that all lights are in proper working order prior to installation. Buoys and disposal aids markers shall be maintained throughout the length of the disposal operation and shall not be colored, marked, or placed in a manner that will obstruct or be confused with other navigational aids. The Contractor's buoys and aid markers shall conform to U.S. Coast Guard regulations.

1.10 MARINE PLANT

a. All marine plant and equipment which are required by federal regulations to be inspected by the United States Coast Guard, shall have valid certifications. No marine plant or equipment requiring Coast Guard inspection shall be put into use on the job without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.

b. All marine construction equipment shall monitor appropriate VHF marine safety radio channels.

c. Fuel transfer operations shall conform to U.S. Coast Guard design regulations, CFR 33 Part 156.

1.11 INSPECTION

Reference is made to the clause of the contract entitled: INSPECTION OF CONSTRUCTION. In addition, the Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work.

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

c. To allow authorized representatives of the California Regional Water Quality Control Board and the South Coast Air Quality Management District or State Air Resources Board to: enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept; have access to and copy, at reasonable times, any records that must be kept per agency requirements; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies; and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

1.12 NAVIGATION

The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland, INST M16672.28" latest edition.

1.13 RESTRICTIONS

1.13.1 Access Restrictions

a. Pacific Ocean to Station 34+00. No work shall be allowed between the Pacific Ocean and Station 34+00 (just upstream of the 2nd tide gate) until on or after September 2nd, 2003.

b. Station 34+00 to Station 150+32. Work can be performed in this region all year long.

c. Station 150+32 to Station 194+00. This area is referred to as Reach 2. Currently, environmental documentation is being processed to allow for work in Reach 2, which includes excavation from Station 150+32 to Station 190+00, and clearing and grubbing to Station 194+00. Contractor must delay work in this area until environmental clearances have been obtained.

d. Least Tern Island. Movement of equipment onto and in the vicinity of the Least Tern Island will be restricted to the months outside of the breeding/nesting season of the least tern and clapper rail. If least terns are present, work can not start until September 2nd, 2003. If least terns are not present but clapper rails are present, then work on the Least Tern Island may proceed after August 17th, 2003. If neither the least tern nor the clapper rail are present, then there will be no restrictions on construction at the Least Tern Island. A representative of the US Fish and Wildlife Agency (USF&W) will perform a survey of the area and inform the Contracting Officer when work may proceed at the Least Tern Island.

1.13.2 Conventional Equipment Working Hours

The Contractor shall restrict construction activities in the Santa Ana River channel to the following schedule:

Monday thru Friday	7:00 a.m. to 6:30 p.m.
Saturday	8:00 a.m. to 6:00 p.m.

For equipment staged in the river channel, the Contractor will be allowed to warm equipment 30 minutes prior to starting time. No access to the job site will be allowed prior to this time without approval of the Contracting Officer. No work will be permitted on Sundays or the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day.

1.13.3 Hydraulic Dredge Working Hours

If an hydraulic dredge is utilized for this project, the dredge can commence work on September 8th, 2003, and can work Mondays thru Fridays. The dredge can work 24 hours per day if the noise requirements of the local ordinances are met. Otherwise, the dredge will be limited to work between the hours of 7:00 a.m and 7:00 p.m. No work will be permitted on Saturdays or Sundays or the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day.

1.13.4 Newport Beach Fill Operations

The following restrictions apply to the beach fill operations conducted at Newport Beach:

a. Beach work is not allowed prior to September 8th, 2003. Beach fill operations may commence on or after September 8th, 2003.

No work allowed on the beach from December 20th, 2003 to January 4th, 2004.

b. Beach fill operations shall be allowed on weekdays only, between the hours of 7:30 a.m. and 6:00 p.m. Starting October 26th, 2003 (end of Daylight Savings Time) no work shall be allowed on the beach later than 20 minutes after sunset.

c. The Contractor shall provide personnel and signs as necessary to close beaches at the fill sites and provide pedestrian control across the transit corridor.

d. Contractor shall use 4-foot high orange safety fencing to mark both sides of the beach traffic corridor.

e. The City of Newport Beach Police Department requires a demonstration of the Contractor's trucks speed and stopping capability prior to establishing a speed limit for the traffic corridor. Dependent upon successful demonstration, it is possible that a 20 to 25 MPH speed limit could be established.

f. Contractor shall provide and operate water truck(s) during sand haul and beach fill operations to control blowing sand and dust.

g. Beach Access Ramp. Where the discharge pipeline is laid on the beach surface, the Contractor shall provide access ramps over the discharge pipeline at not more than 300 foot intervals to provide access for lifeguard and emergency vehicles to the beach, unless otherwise authorized or directed by the Contracting Officer. The ramps shall not be less than 12 feet wide and shall be constructed with

material from the adjacent area. Maintenance and protection of the discharge pipeline and ramps shall be the responsibility of the Contractor.

h. Obstruction of ocean view: Any stockpiles of sand placed on the beach during the workday shall be graded prior to the end of each workday.

1.13.5 Bicycle Trails

a. Upstream of the bicycle bridge, the Class I bikeway (Santa Ana River Bikeway) and the separate riding and hiking trail (Santa Ana River Trail) are located on opposite sides of the channel. The Bikeway crosses from the east side to the west side of the channel at the bicycle bridge (Station 139+40) and continues downstream on the west side to Pacific Coast Highway.

Both the Trail and the Bikeway shall remain open at all times during construction. The Contractor's equipment can cross this trail to go to and from the Contractor's staging area at the start of the day and end of the day. See PERMITS paragraph. Flagmen shall be positioned on both sides of the crossing corridor to control traffic and ensure safety during each crossing event. The Contractor shall post signs in the vicinity of the crossing corridor advising the public of the approximate daily times of the equipment crossing.

b. The bicycle trail on the east side of the channel, Costa Mesa Bicycle Trail, may be closed while the Least Tern Island is being nourished. The Contractor shall coordinate the closure activity with Mr. Armando Rutledge of City of Costa Mesa a minimum of 14 days prior to scheduled closure and submit a Bicycle Detour Plan. The Contractor shall post signs at access points to the Costa Mesa Bicycle Trail (PCH, Victoria Street, and the bicycle bridge) a minimum of 7 days prior to closure, stating the closure location, closure date and reopening date, and closure hours (i.e. 7:00 a.m. to 6:00 p.m.). The Contractor shall erect a gated fence across the bicycle path protecting the public from the area of the path being used as an equipment traffic corridor. The gates of the fences shall be opened every day after the final piece of equipment is finished using the corridor.

Any damage resulting to the bicycle trail pavement, striping or adjacent environment due to the Contractor's work or trucking activities shall be repaired by the Contractor to the satisfaction of the Costa Mesa City Engineer. No stockpiling or construction staging shall occur on the Costa Mesa Bicycle Trail, nor shall the Contractor utilize the bicycle trail for employee parking.

Excluding the period of closure of the Costa Mesa Bicycle Trail for the Least Tern Island nourishment, the bicycle trail shall remain open at all times during construction. The Contractor's equipment can cross this trail to go to and from the Contractor's staging area at the start of the day and end of the day. See PERMITS paragraph. Flagmen shall be positioned on both sides of the crossing corridor to control traffic and ensure safety during each crossing event. The Contractor shall post signs in the vicinity of the crossing corridor advising the public of the approximate daily times of the equipment crossing.

1.13.6 Channel Restrictions

a. The Contractor may store his equipment in the channel prior to November 15th at his own risk. Commencing November 15th, 2003, all

equipment must be removed from the channel at the end of each workday.

b. Any dike separating the area above the 2nd tide gate (station 32+87) is limited to a maximum elevation of +6.0 feet MSL, and must be removed by October 18th, 2003.

c. Any dike constructed perpendicular to the flow of the river, must be constructed in such a manner that a river flow event would breach the dike. Dikes are to be constructed of soil/sand, and not armored.

d. Stockpiled materials cannot take up more than one-half of the channel width footprint.

e. By October 18th, no more than 1/3rd of the channel width may be impacted by the footprint of the stockpiled material.

f. Stockpiled material must be totally removed by November 15th, 2003. In the sequence of removing the stockpile, material must be removed from the face of the stockpile to restore as much of the channel to flow as soon as possible.

1.13.7 Caltrans

No dump trucks shall be allowed on State Highways during the hours of 6:00 a.m. to 9:00 a.m and also 3:00 p.m. to 6:00 p.m.

Measures shall be incorporated to contain all vehicle loads and avoid any tracking of materials which may fall or blow onto Caltrans roadways or drainage facilities.

1.13.8 Newport Harbor - Christmas Boat Parade

Due to the Christmas Boat Parade activities at Newport Harbor, no staging of work boats, tugs, scows or dredges will be allowed within Newport Harbor from December 14th, 2003 to January 4th, 2004.

1.14 PERMITS

General. Reference is made to the Contract Clause: PERMITS and RESPONSIBILITIES, which obligates the Contractor to obtain and adhere to all required licenses and permits.

1.14.1 Public Property Permit

a. A public property permit from the Orange County Public Facilities and Resources Department (OCPFRD) will be issued to the Government. The Contractor shall comply with all permit requirements. The OCPFRD point of contact is Ms. Tricia Bigger, telephone (714) 834-3414. A copy of the permit previously issued for this job is provided as Attachment A at the end of this section. Paragraph BB calls for the sampling and testing of soils from the staging areas. Contractor shall perform Pre-Staging Area Soil Sampling & Testing and Post-Staging Area Soils Sampling & Testing per paragraph BB of Attachment A - OCPFRD Special Provisions.

b. Any detouring of bicyclists from the Santa Ana River Trail and Bikeway through the City of Huntington Beach shall be coordinated with the City's Transportation Manager, Bob Stachelski.

1.14.2 Equipment Requiring Air Quality Permits

For equipment that require an Air Quality permit, the Contractor shall have a current, valid Air Quality permit.

1.14.3 Right of Entry Permit

For sand disposal operations at Newport Beach, the Contractor shall obtain a right of entry permit from the City of Newport Beach.

1.14.4 City of Costa Mesa Permit

Any work within the City of Costa Mesa right-of-way requires a permit. Contact Mike Guevara, Public Services at (714) 754-5671 for permit processing and provisions.

1.14.5 Southern California Edison Permit for West Staging Area

If the Contractor chooses to use the West Staging Area, the Contractor shall obtain a permit from Southern California Edison (SCE). SCE point of contact is Frank Salomone of the SCE Real Estate Department. The cost for the use of this SCE property is \$10,000 per month, payable to SCE.

1.14.6 National Pollutant Discharge Elimination System (NPDES) Permit

The Contractor shall obtain a NPDES Storm Water Discharge Permit from the California State Water Resources Control Board, Division of Water Quality, pay all associated fees, and comply with all permit requirements. The general permit requires development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Each covered construction activity must obtain coverage under this permit by submitting a Notice of Intent (NOI) to the State Board. The NOI must be sent to State Water Resources Control Board; Division of Water Quality; Attention: Storm Water Permit Unit; P.O. Box 1977; Sacramento CA 95812-1977.

1.15 PUBLIC SAFETY

Attention is invited to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES.

The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor

of his responsibility for furnishing and maintaining any protective facility.

The Contractor shall furnish flagmen, watchmen, or other security personnel to control traffic and protect pedestrians in the vicinity of the discharge pipe at all times while discharging material in the disposal area.

1.16 GENERAL SAFETY REQUIREMENTS

1.16.1 General

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see CONTRACT CLAUSES: SECTION 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and Cal/OSHA Title 8 are applicable to this contract. In case of conflict, the most stringent requirement of the two standards is applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site Safety Health Plan.

1.16.2 Activity Hazard Analysis

Based on the construction project schedule, the Contractor shall submit an Activity Hazards Safety Analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Activity Hazard Analysis, including the subcontractors' work. Prior to start of actual work a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Activity Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foreman and workers on details of this analysis.

1.17 REPAIR OF STREETS, ACCESS ROADS, BICYCLE PATHS AND WORK AREAS

The Contractor shall restore streets and access roads (used for haul routes and mobilizing equipment), staging areas, work areas, paved off-road bikeways and riding and hiking trails to original condition upon completion of the work. Contractor shall restore to local city standards. Contractor shall contact the respective city engineers prior to commencing any repairs.

Contractor shall restore the Santa Ana River Bikeway and the Santa Ana River Trail to County Standards. County trail / bikeway repairs shall be coordinated with Ron Broadbelt, Supervising Maintenance Technician at (714) 567-6222.

1.18 WORK AND STAGING AREAS

Contractor's work areas, temporary construction easements and staging areas are as indicated, subject to approval of the Contracting Officer. The Contractor's work area(s) shall be fenced according to the instruction of the Contracting Officer. Upon completion of the work, the fence materials shall become the property of the Contractor and shall be removed from the site.

Any damage to electrical underground installations, light poles, pavement,

fence, shrubs or other facilities within the Contractor's work area shall be repaired or replaced by and at the expense of the Contractor.

The Contractor shall submit a Work and Staging Areas Plan for approval within 10 days after receipt of Notice to Proceed. The Contractor shall adhere to the requirements as called out in paragraph 1.14.1 Public Property Permit.

The Contractor may use any of the three (3) staging areas provided:

West Staging Area: Owned by SCE. Monthly fee - see paragraph 1.14.5. OCS D pipelines to be protected. Some minor clearing required. See drawings for other restrictions.

East Staging Area: Clearing required. Construction of ramp required. Parking of equipment and vehicles allowed on dirt area adjacent to the Costa Mesa Bicycle Trail for the approximate area from station 45+00 to 60+00 subject to Contracting Officer's approval. Re-vegetation of the landward bank of the east Santa Ana River Levee adjacent to the staging area required after completion of activities.

Beach Staging Area: Limited size.

1.19 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS
Work Days Based on Five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	7	7	3	0	0	0	0	0	0	1	3

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by

actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

1.20 NON CONTRACT WORK

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the right-of-way without prior approval of the Contracting Officer.

1.21 COORDINATION WITH OTHER CONSTRUCTION and ENVIRONMENTAL MONITORING

The Contractor shall coordinate work with other construction projects and with any environmental monitoring in the vicinity of the project.

1.22 DIVERSION and CONTROL of WATER

The Contractor shall divert and control water as necessary to perform the work. Contractor shall adhere to paragraph 1.13.6 Channel Restrictions. The Contractor shall submit a Diversion and Control of Water Plan within 10 days of Notice to Proceed. The plan shall indicate the proposed methods for control of water, including but not limited to the following:

- * Location of berms, and dimensions of berms
- * Method of berm construction
- * Methods for removal of berms (both scheduled and emergency removal)
- * Schedule of berm construction and removal
- * Any pumping schemes
- * Access areas over or around berms

Tide Gates and Tidal Flow: To ensure the health of the Salt Marsh, the Contractor must maintain the natural tidal flow to the 2 tide gates situated on the east side of the channel throughout the course of the contract.

Contractor shall ensure that his work or actions do not block or cause to impede the flap gates which drain the Salt Marsh.

1.23 CITY OF NEWPORT BEACH REQUIREMENTS

a. Public Meeting and Coordination. The Contractor shall facilitate a pre-construction beach nourishment meeting with representatives of the City, County, Corps of Engineers and the public at least **15 days** prior to commencement of beach nourishment or nearshore disposal activities. "Facilitate" shall include the mailing of notices to the public.

b. Contractor shall provide for City to be named as additional insured for the beach nourishment portion of the work.

c. Contractor required to have a valid City business license.

d. Contractor shall notify the City 48 hours prior to any changes in beach/nearshore disposal operations or schedule of work.

1.24 CONSTRUCTION LOADS ON ORANGE COUNTY SANITATION DISTRICT PIPELINES

a. Attention is directed to the 120-inch reinforced concrete pipe sewer line along the west levee backslope, belonging to the Orange County Sanitation District (O.C.S.D.). "As Built" drawings indicate the pipe is not designed to support heavy equipment loads. In addition to the 120-inch pipe are 84-inch, 66-inch and 48-inch OCS D pipes all located along the west levee backslope, and two 42-inch pipes located along the access road to the Least Tern Island and crossing into the channel at Station 31+00 on the east levee.

b. Where access routes must cross the pipes, it is the Contractor's responsibility to design and construct extra protection over the pipe, with an acceptable safety factor to protect the pipes from overstress.

c. Signage shall be posted in the vicinity of OCS D pipes alerting heavy equipment operators of pipe locations. If the Contractor utilizes the West Staging Area, signage shall be posted marking pipeline locations and warning operators not to pass over unprotected pipelines.

d. Any damage to the pipes from the Contractor's operations shall be promptly repaired to the satisfaction of the County Sanitation District at no expense to the OCS D.

e. The Contractor shall submit an O.C.S.D. Pipe Protection Plan a minimum 10 work days prior to scheduled crossing of OCS D pipes. The Plan shall include as a minimum:

- * areas to be crossed
- * loading
- * soil type
- * design of pipe protection

3 copies of the O.C.S.D. Pipe Protection Plan shall be submitted to:

Hardat Khublall (714) 593-7377
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92728-8127
E-mail: hkhublall@ocsd.com

1.25 REQUIRED INSURANCE

Contractor shall maintain insurance in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide the limits and coverages as set forth herein below.

1.25.1 Term

Insurance shall be in force the first day of the term of this contract. The Contractor shall cause its insurance carrier(s) to furnish the U.S. Army Corps of Engineers and the Orange County Flood Control District by direct mail, Certificates of Insurance showing that such insurance is in full force and effect.

1.25.2 Clauses

Each insurance policy required by this contract shall contain the following clauses:

- a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to Department of the Army, Los Angeles district, Corps of Engineers, P.O. Box 532711, Los Angeles, California 90053-2325 and Orange County Public Facilities and Resources Department, Attn: Lance Natsuhara, PRFD/Flood Control Division, 300 North Flower Street., P.O. Box 4048, Santa Ana, CA 92702-4048.
- b. "All rights of subrogation are hereby waived against the U.S. Army Corps of Engineers, County of Orange, Orange County Flood Control District, Orange County Sanitation District, City of Costa Mesa, City of Huntington Beach, City of Newport Beach, and the members of the Board of Supervisors and elective or appointive officers or employees, when acting within the scope of their employment or appointment, and County Districts and their Board or Commissions which are governed by the County Board of Supervisors".
- c. "As respects operation of the named insured performed on behalf of the Government, the following are added as additional insureds:

The County of Orange, Orange County Flood Control District, Orange County Sanitation District, the City of Costa Mesa, the City of Huntington Beach and the City of Newport Beach.
- d. "It is agreed that any insurance maintained by the County of Orange and Orange County Flood Control District, will apply in excess of, and not contribute with, insurance provided by this policy.

<u>LIABILITY INSURANCE</u>	
<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive General Liability including Completed Operations, Products, Broad Form Property Damage Endorsement, Full Blanket Contractual Coverage, and Comprehensive Automobile Liability	\$1,000,000.00 combined single limit per occurrence
Worker's Compensation	Statutory

1.25.3 Liability Insurance

Any liability insurance required by this Contract shall not contain exclusions or endorsements which eliminate or limit coverage for the following:

- a. Claims of liability for bodily injury or property damage caused by, resulting from, attributable or contributed to, or aggravated by the subsidence or other movement of soils or land as a result of landslide, consolidation, expansion, creep, shifting, sinking, or mud flow;
- b. Claims of liability for bodily injury or property damage caused by,

resulting from, attributable or contributed to, or aggravated by the actual, alleged, or threatened discharge, dispersal, release or escape of any pollutants, as defined by law;

- c. Completed Operations coverage;
- d. Products coverage;
- e. Broad Form Property Damage coverage;
- f. Blanket Contractual coverage.

1.25.4 Worker's Compensation

Each liability and worker's compensation insurance policy required by this contract shall contain clauses (a.) and (c.) above, and the following clause:

"It is agreed that any insurance maintained by the County of Orange, Orange County Flood Control District, will apply in excess of, and not contribute with, insurance provided by this policy."

The procuring of such required policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements of this Contract.

The Contractor shall indemnify and hold the Government, County of Orange, Orange County Flood Control District, the City of Costa Mesa, the City of Huntington Beach, the City of Newport Beach, and their elected and appointed officials, officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of the Contractor, its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Contractor's employees included) or any other element of damage of any kind or nature, relating or in anywise connected with or arising from its responsibilities in connection therewith of the Contractor's performance under the terms of this Contract. The Contractor shall defend, at its expense, including without limitation, attorney fees, expert fees and investigation expenses, the Government, County of Orange, Orange County Flood Control District, the City of Costa Mesa, the City of Huntington Beach, the City of Newport Beach, their elected and appointed officials, officers, agents, employees and independent contractors in any legal action based upon such alleged acts of omission. The obligations to indemnify and hold the Government, County of Orange, Orange County Flood Control District, the City of Costa Mesa, the City of Huntington Beach, the City of Newport Beach, their elected and appointed officials, officers, agents, employees and independent contractors free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all alleged acts or omissions are fully and finally barred by the applicable status of limitations.

1.26 AS-BUILT PLANS

1.26.1 General

The Contractor shall prepare and furnish the As-Builts for the project. The As-Built plans shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of plans and a record of all deviations, modifications, or changes from those plans, however minor, which were incorporated in the work, all additional work not appearing on the contract plans, and all changes which are made after final inspection of the contract work. In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built plans, the Contractor shall furnish revised and/or additional plans as required to depict as-built conditions. The requirements for these additional plans will be the same as for the as-built plans included in the original submission. The plans shall show the following information, but not be limited thereto:

(1) The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

(2) The location and dimensions of any changes to structures.

(3) Correct grade or alignment of roads, channels, structures or utilities if any changes were made from contract plans.

(4) Correct elevations if changes were made in site grading.

(5) Changes in details of design or additional information obtained from working plans specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, dimensions of equipment foundations, etc.

(6) All changes or modifications which result from the final inspection.

1.26.2 Preliminary As-Built Plans

The Contractor shall maintain one (1) set of full size, blue-line prints marked up in red to show as-built conditions. This set of as-built prints shall be kept current and available at the job site at all times. All changes from what is shown on the contract plans, whether it be from changes requested by the Contracting Officer or resulting from additional information which might be uncovered in the course of construction, shall be accurately and neatly recorded as they occur by means of details and notes. The marked-up as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer and Contractor prior to submission of each monthly pay estimate. Information to be included on these preliminary plans shall conform to the requirements as stated above. Any and all as-built modifications shall be reflected on all sheets affected by the modifications.

1.26.3 Review Submittal

Not later than 14 calendar days after acceptance of the project by the Government, the Contractor shall deliver to the Contracting Officer one (1) full size set of blue-line plans marked up to depict the as-built conditions. If upon review, the plans are found to contain errors and/or

omissions, they shall be returned to the Contractor for corrections.

1.26.4 Computer Drawing Files (CADD)

The Contractor shall develop the final computer file as-built plans from the approved preliminary plans. The computer files shall be delivered in MicroStation Version 8 format, a Computer Aided Design and Drafting (CADD) program. Plans shall be prepared in general accordance with the Los Angeles District manual "Standards for Drafting" and the "Standards Manual for U.S. Army Corps of Engineers Computer-Aided Design and Drafting (CADD) Systems."

1.26.5 Original Contract CADD Files.

The Government will provide all the computerized drawing files, along with a listing and description of the file contents, used to produce plans to advertise this contract. The Contractor shall be responsible for downloading the computer files via the method described below.

1.26.6 Receiving Data via the Corps' File Server.

A formal request for the project files shall be submitted two (2) weeks in advance of the anticipated downloading. The project files, in MicroStation (CADD) binary format, will then be stored on the file server for a period of two (2) weeks for the Contractor to retrieve via modem. The Contractor will be provided all relevant information regarding access to the server via modem or Internet address.

1.26.7 Delivery

Prior to finalizing the plans, two sets of plans shall initially be provided to the Contracting Officer for review and approval. The Contracting Officer shall complete his or her review within ten (10) working days. Upon final approval, the Contractor shall furnish two (2) full size sets and two (2) half size sets of the final as-built plans on reproducible mylars, and the computerized project files in MicroStation format. All project files, whether revised or not, shall be provided to the Contracting Officer.

1.27 AERIAL PHOTOGRAPHS

The Contractor shall take Aerial Photographs of the Lower Santa Ana River and the Newport Beach shoreline at two different times during this project:

- a. in mid-September 2003
- b. at the end of the project (post-dredge photo), at a time when the tide is below +0.5 feet MLLW.

The vertical photographs shall be at a scale of 1-inch equals 500 feet, with 60 percent overlap between frames.

The area to be covered is:

Lower Santa Ana River: from the Pacific Ocean to the 405 Freeway

Newport Beach shoreline: from 3000 feet west of the Santa Ana River to 2000 feet southeast of the Newport Pier. This shoreline flight shall cover approximately 50 % land / 50 % ocean.

Two (2) sets of 9-inch by 9-inch color contact photographic prints shall be provided to the Contracting Officer for each date flown.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --