

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
N/A

PAGE OF PAGES  
1

2. AMENDMENT/MODIFICATION NO. 0002

3. EFFECTIVE DATE 12 Mar 99

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE  
LOS ANGELES DISTRICT, COE  
CESPL-CT-P (M. CISNEROS)  
P.O. BOX 5327111  
LOS ANGELES, CA 90053-2325  
MARIA CISNEROS C04 (213) 452-3242

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)

(X) 9A. AMENDMENT OF SOLICITATION NO.  
DACW09-99-B-0008

X 9B. DATED (SEE ITEM 11)  
25 Mar 99 (Bid Opening)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
N/A

10B. DATED (SEE ITEM 13)  
N/A

CODE FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

~~12. ACCOUNTING AND APPROPRIATION DATA (If required)~~

~~**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**~~

~~(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.~~

~~B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).~~

~~C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:~~

~~D. OTHER (Specify type of modification and authority)~~

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
LOWER SANTA ANA RIVER CHANNEL, (IMPERIAL HIGHWAY TO WEIR CANYON ROAD), ORANGE COUNTY, CALIFORNIA

\*Replace SECTION 01200 with Enclosure 1.  
\*Replace drawings as indicated in Enclosure 2.  
2 Encls:  
1. SECTION 01200, General Requirements.  
2. Drawings: Drwg No. (District File No.): 239/1559, /1564, /1568, /1594, /1595, /1597, /1606, /1607, and /1623 (all Rev A).  
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)

16C. DATE SIGNED

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## SECTION 01200

## GENERAL REQUIREMENTS

## 1 GENERAL

## 1.1 REFERENCES

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.

## ENGINEERING MANUALS (EM)

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

## 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 Wought

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 G) Enamel, Alkyd, Semi-Gloss

FS TT-P-25 (Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

## NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST PS 1 (1983) Construction and Industrial Plywood

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-13 Certificates

Required Insurance; FIO.

### 1.3 PROJECT ENGINEER'S OFFICES AND LABORATORY

The Contractor shall provide the following office facilities for the project engineer:

#### 1.3.1 Office Trailer

The Contractor shall supply and maintain an adequate supply of cooled drinking water for the existing 36 x 60-foot and 24 x 60-foot office trailers located in the Contractor's staging area. Sewer, telephone, and electrical service shall be provided and maintained. The cost ~~for sewer, water, and~~ telephone usage will be the responsibility of the Government. The Contractor shall also provide security lighting for the Project Engineer's Office and Laboratory Buildings.

#### 1.3.2 Cleaning and Janitorial Services

The Contractor shall provide cleaning and janitorial services for the trailers and laboratory for the duration of the contract. Service shall be provided three times a week and all cleaning and janitorial materials (including paper towels, toilet paper and hand soap) shall be provided by the Contractor. Trash service shall also be provided (3 cy trash dumpster with weekly pick-ups).

#### 1.3.3 Fenced Parking Area

The Contractor shall provide fencing around the Project Engineer's Office, Laboratory, and parking area as directed by the Contracting Officer. Fencing shall be a woven wire fence approximately 6 feet high with a 10-foot wide lockable gate accessible from a road or street. The fenced area shall be of sufficient size to permit ease in the parking of vehicles and a 10 foot clearance around both structures.

### 1.4 AVAILABILITY AND USE OF UTILITY SERVICES

#### 1.4.1 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer.

#### 1.4.2 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.5 BULLETIN BOARD AND CONSTRUCTION SIGNS

#### 1.5.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is

completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

## 1.5.2 Construction Signs

### 1.5.2.1 Materials

#### 1.5.2.1.1 Lumber

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).

#### 1.5.2.1.2 Plywood

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

#### 1.5.2.1.3 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**.

#### 1.5.2.1.4 Paints and Oils

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

### 1.5.2.2 Construction

#### 1.5.2.2.1 Project and Hard Hat Signs

The Contractor shall construct and erect five (5) project signs and six (6) hard hat signs at locations designated by the Contracting Officer. The signs shall be constructed as detailed on Figures 1, 2, and 3 located at the end of this section. Decals and safety signs will be furnished by the Contracting Officer. The signs shall be erected within 15 days after receipt of the notice to proceed. Upon completion of the project, the signs shall be removed from the site.

#### 1.5.2.2.2 Warning Signs

Warning signs shall be installed facing approaching traffic on all roads crossing under overhead power transmission lines. The 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."

### 1.5.2.3 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.

## 1.6 MAINTENANCE OF PROJECT FACILITIES

The Contractor shall perform all activities necessary to maintain in good condition the project facilities, flood control facilities, and recreation facilities including all trails and all aesthetic features including all trees, shrubs, other plant materials and irrigation pipes, heads, etc. within the project right-of-way throughout the life of the project. Upon completion of work under this contract, the contractor-furnished facilities covered under this section will remain the property of the Contractor and shall be removed from the site at his expense.

### 1.6.1 Flood Facilities

#### 1.6.1.1 Weed Abatement

The Contractor shall perform all weed abatement activities needed for the channel slope, backslopes, and maintenance roads.

#### 1.6.1.2 Debris Removal

The Contractor shall perform all debris removals, silt removals, etc. necessary for the proper functioning of the flood control facilities.

### 1.6.2 Recreation Facilities

In conformance with the County of Orange's Public Property Encroachment Permit the Contractor shall regularly sweep and keep free of sand, the bicycle trail detours.

### 1.6.3 Aesthetic Features

The Contractor shall replace in-kind any and all damaged and/or broken irrigation pipes, heads, etc which result from the Contractor's construction activities at no additional cost to the Government.

### 1.6.4 Staging Areas

Prior to closure of the staging area just upstream of Imperial Highway, the portion of the row of trees and shrubs removed directly for access and indirectly for the staging area use shall be replaced in kind (i.e., same type, container size and maturity) at no additional cost to the Government.

## 1.7 PROTECTION AND MAINTENANCE OF TRAFFIC

The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be

responsible for the repair of any damage to roads caused by construction operations.

#### 1.8 SCRAP MATERIAL

Materials indicated to be removed and not indicated to be salvaged, stored or reinstalled are designated as scrap and shall become the property of the Contractor and be removed from the site of work. The Contractor by signing this contract hereby acknowledges that he made due allowance for value, if any, of such scrap in the contract price.

#### 1.9 SALVAGE MATERIALS

All materials removed and indicated to be either stored or reinstalled are designated as salvaged materials. Any salvaged materials which are excess upon completion of the work and are not indicated to be stored shall become the property of the Contractor.

#### 1.10 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

Should the Contractor or any of his employees in the performance of this contract find or uncover any archaeological remains, he shall notify the Project Engineer immediately. Such notifications will be a brief statement in writing giving the location and nature of the findings. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an equitable adjustment under the CONTRACT CLAUSES of the contract.

#### 1.11 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

##### 1.11.1 General

The approximate location of all railroads, pipe lines, power and communication 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 owner for such damage caused by his operations.

##### 1.11.2 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 will be left in place and be subject to the clause of the contract: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS of the CONTRACT CLAUSES. The Contractor 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 at no additional cost to the Government.

### 1.11.3 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.

### 1.11.4 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.

### 1.11.5 Notices

#### 1.11.5.1 Utilities To be Relocated or Protected

Unless otherwise specified, the Contractor shall notify the Contracting Officer, in writing, 30 calendar days prior to starting work on any utility to be protected. On each protection, notification shall include dates on which the Contractor plans excavation, and construction work, as applicable. The Contractor shall also notify the following representatives of utility owners not less than 14 days, unless otherwise specified, prior to start of work in the vicinity of their respective utilities:

County Sanitation District of Orange County (CSDOC)  
10844 Ellis Avenue Fountain Valley, CA 92708  
Mr. Charles Windsor  
Telephone: (714) 962-2411, EXT: 5052  
(714) 962-2411, EXT: 220 (Sat/Emergency)

Orange County Public Facilities & Resources Department (PFRD)  
1152 E. Fruit Street Santa Ana, CA 92701  
Mr. David Marshall  
Telephone: (714) 567-7801

Orange County Water District  
10500 Ellis Avenue Fountain Valley, CA 92728  
Mr. Steve Conklin  
Telephone: (714) 378-3211 (Mon-Fri)  
(714) 378-3200 (Sat-Emergency)

Southern California Gas Company  
ML 8286 Box 3249 Los Angeles, CA 90051-1249  
Mr. Larry Jacquez  
Telephone: (213) 689-4169 (Mon-Fri)  
(213) 881-8113 (Sat/Emergency)

Southern California Edison Company

500 N. State College Suite 750 Orange, CA 92668  
Mr. Mark Meizner  
Telephone: (714) 939-4736 (Mon-Fri)  
(714) 646-2914 (Sat/Emergency)

Pacific Bell  
3939 E. Coronado Anaheim, CA 92807  
Mr. Ian Mac Innes  
Telephone: (714) 666-5715

City of Anaheim  
Mr. Mark Komoto  
Telephone: (714) 254-5259

#### 1.11.5.2 Permanent Utility Relocations by Others

Except as otherwise specified, the Contractor shall notify the Contracting Officer, in writing, not less than 14 days in advance of the date on which he will complete trenching, excavation, fill or rough grading, as applicable, at each location where such completed work is required for temporary or permanent relocations by others. The Contractor shall allow a period of 14 calendar days at each relocation, after which time the Contractor may resume his operations.

#### 1.11.5.3 Metropolitan Water District

The Contractor shall notify the Metropolitan Water District (MWD) at least two (2) working days (Monday through Thursday) prior to any work in the vicinity of MWD facilities and rights-of-way. The P.O.C. for MWD is Mr. Naushad Aurangzeb, Operations Maintenance Branch, (909) 392-2418.

#### 1.11.5.4 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.

#### 1.11.5.5 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after all spills, regardless of quantity, including all personnel exposures. The Contractor shall submit a written notification not later than 7 calendar days after the initial notification. The written notification shall include the following:

- a. Item spilled, leaked or released in an unauthorized manner (Identification, Quantity and Manifest Numbers)
- b. Whether the amount spilled, leaked or released in an unauthorized manner is EPA reportable and, if reported, a copy of the report.
- c. Exact location of the spill, leak or unauthorized release.
- d. Nature of exposure to personnel.
- e. Containment procedures initiated.

- f. Anticipated cleanup and disposal procedures.
- g. Disposal location of spill, leak or unauthorized release residue.

#### 1.11.6 Restrictions

##### 1.11.6.1 Representatives of Other Agencies

Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

##### 1.11.6.2 Road Crossings

The Contractor will not be permitted to cross existing paved roadways and residential roadways with construction equipment except at approved marked crossings. The Contractor shall maintain the crossings in accordance with applicable state, county, and city regulations.

##### 1.11.6.3 Bicycle Trail

The Contractor shall keep the paved bicycle trail and detour open at all times during construction.

##### 1.11.6.4 Working Hours

The Contractor shall restrict all construction activities, including warming equipment, to the following schedule:

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

Access to the job site will be allowed 30 minutes prior to starting time unless otherwise approved by the Contracting Officer. No work will be permitted on Sundays or Federal Holidays.

##### 1.11.6.5 Water Spreading Operations

The Contractor shall coordinate with the Orange County Water District (OCWD) to minimize impacts to their daily water spreading operations as defined in paragraph: Restrictions in SECTION: DIVERSION AND CONTROL OF WATER.

##### 1.11.6.6 Offsite Disposal

The excess excavated material which is not utilized may be disposed at a site owned by the R. J. Noble. A fee is required. Contact Jim Grace of R.J. Noble Company at (714) 637-1550. The Contractor is not required to use this location as a disposal site, if he has other suitable alternatives.

##### 1.11.6.7 Special Considerations

Special considerations for the period between 1 November and 15 April.

- a. Material shall not be stockpiled in the channel above the existing, pre-construction invert.

- b. All channel sideslopes shall be protected by either the existing, pre-construction slope protection or the Santa Ana River project design slope protection.
- c. The channel invert shall be graded level across the channel. No exposed levee toe trenches shall be left in the channel.
- d. There shall be no openings left in the channel levees.
- e. Channel invert excavation shall not leave the channel sideslopes or slope protection exposed to either direct erosion, undercutting or head cutting.

#### 1.12 PUBLIC SAFETY

Attention is directed to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall furnish, install, maintain and remove temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety and in conformance with applicable Federal, State, and local laws and ordinances. As a minimum, this will include an 8-foot chain-link fence which completely encloses each and every part of the project (except at the disposal area) which the Contractor worked in or is working on. The plan of this temporary fencing shall be furnished to the Contracting Officer for approval and the fence erected prior to commencement of any work. 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.

#### 1.13 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS

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 the Corps of Engineers General Safety and Health Requirements Manual, EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable.

## 1.14 PERMITS

### 1.14.1 General

Reference is made to the clause of the contract entitled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits, including, but not necessarily limited to the following specified hereinbelow.

### 1.14.2 Public Property Permit

A public property permit from the Orange County Environmental Management Agency (OCEMA) has been issued. The OCEMA point of contact is Mr. Bob Sullivan, telephone (714) 834-5714. The Contractor shall comply with all permit requirements. A copy of this permit is attached at the end of this section.

### 1.14.3 NPDES Permit

The Contractor shall obtain a NPDES Storm Water Discharge Permit from the California State Water Resources Control Board, Division of Water Quality. 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 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.

### 1.15.1 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.

### 1.15.2 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 nonrenewed until after thirty (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 the County of Orange, Public Facilities & Resources Department, Attention: Dick Runge, Public Works, 300 N. Flower, P.O. Box 4048, Santa Ana, California 92702."

b. "All rights of subrogation are hereby waived against the U.S. Army Corps of Engineers, the County of Orange, Orange County Flood Control District, the City of Anaheim, the City of Yorba Linda, 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, the City of Anaheim, and the City of Yorba Linda,

<u>Coverage</u>	<u>LIABILITY INSURANCE</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		\$10,000,000.00 combined single limit per occurrence
Worker's Compensation		Statutory

1.15.3 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.

1.15.4 Worker's Compensation

Each liability and worker's compensation insurance policy required by this contract shall contain clause numbers (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 Anaheim, the City of Yorba Linda, 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 Anaheim, the City of Yorba Linda, 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 Anaheim, the City of Yorba Linda, 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.

#### 1.16 NOTICE OF PARTNERSHIP

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative, it is anticipated that within 60 days of Notice to Proceed the Contractor's on-site project manager and the Government's Resident Engineer would attend a one or two day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshops of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and Government.

#### 2 PRODUCTS

#### 3 EXECUTION

-- End of Section --