



**SECTION E**

**SPECIAL CONDITIONS**

**CHINO AIRPORT  
MONITORING WELLS**

FOR

**CHINO, CALIFORNIA**

**PROJECT NO.: 10.10.0556**

# SPECIAL CONDITIONS

## CHINO AIRPORT MONITORING WELLS

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**SPECIAL CONDITIONS  
CHINO AIRPORT MONITORING WELLS**

**1. THE WORK/REQUIREMENT**

The work includes, but is not limited to, providing all necessary labor, equipment, materials and tools to satisfactorily perform the work of constructing up to six (6) ground water monitoring wells, as described in the plans, specifications and bid documents.

The work at each well site shall include, but not be limited to the following:

- a) Drilling, construction, development, and testing of water wells; construction of well flush-mount completion;
- b) Furnishing and installing a submersible pumping unit, including pumping unit, electric motor, variable frequency drive, mechanical equipment, and pump column discharge piping for well development; and
- c) Protecting in place all existing utilities.

All work shall be performed in accordance with these specifications and the contract drawings.

**2. LOCATION OF CONTRACT WORK SITE**

The contract work site is located at Chino, California, within the Chino Airport, located at 7000 Merrill Avenue.

**3. TIME COMPLETION AND LIQUIDATED DAMAGES**

All work (including testing, submittal of all as-built record drawings, and final cleanup) shall be completed within **90 calendar days** after the "Notice to Proceed" is issued by the Department of Public Works - Special Districts (Department). In case all the work called for under the Contract is not finished or completed within the number of calendar days as set forth in the bid proposal, the Contractor shall forfeit to the County a specified sum of money, to be deducted from any payments due to the Contractor. The sum of money shall be **\$1,000 per calendar day** in excess of the Contract calendar days.

**4. JOB SITE SAFETY**

a. Responsibility

Jobsite safety is the sole exclusive responsibility of the Contractor. This responsibility covers his own work force, all subcontractors, visiting personnel and officials, and the general public which may have access to the jobsite. The Contractor shall exercise complete control over who has access to the jobsite to ensure jobsite safety. The Owner does not assume any responsibility for job site safety expressed or implied. The Owner relies on the experience, knowledge, and innovative skills of the Contractor to deliver the most effective construction system to the Owner in a safe and responsible manner.

The Contractor acknowledges responsibility for jobsite safety and acknowledges that the Owner will not have such responsibility.

b. Construction Safety Orders

Construction of this project must comply with all safety orders of the California Occupational Safety and Health Program (CAL/OSHA) as published by the Department of Industrial Relations. The Contractor's safety officer shall maintain at the jobsite a complete copy of the California Administrative Code, Title 8 – Industrial Relations, latest edition.

When applicable, the Contractor's operation shall also comply with General Industry Safety Orders.

The jobsite safety officer shall be thoroughly familiar with the safety orders and shall so instruct, inform, or notify all personnel on the jobsite to ensure safety at all times. The safety officer shall also be responsible for all record keeping and reporting requirements, specified in Record Keeping and Reporting Requirements Under the California Occupational Safety and Health Act, available from the California Division of Labor Statistics and Research.

The Contractor shall comply with the accident prevention program which includes instructions to workers in safe working practices as well as scheduled periodic safety inspection of all work areas on the jobsite.

**5. MISCELLANEOUS SPECIAL CONDITIONS**

a. Pre-Construction Conference

The Contractor, together with its major subcontractors, will be required to attend a pre-construction conference prior to beginning construction. The Owner will set up this conference shortly after execution of the contract.

b. Contractor's Field Superintendent

The Contractor shall be required to have a field superintendent, from their organization, on the jobsite during construction activities, to receive directions or instruction from the Owner or Engineer. Contractor shall provide the Owner with a 24-hour emergency phone number for field superintendent prior to beginning of construction.

c. Final Inspection

The Contractor shall schedule a final inspection with the appropriate Department staff to ensure that all work as identified in these documents are completed to the satisfaction to the Department.

## **6. SANITARY FACILITIES**

Contractor shall supply appropriate and in sufficient number, temporary sanitary facilities for their workmen to use during the course of the project, Contractor shall be responsible for the regular maintenance, cleaning and pumping of such facility(ies).

## **7. CONSTRUCTION WATER**

Water for the work as required will be furnished by the County, however, Contractor will adhere to all regulations of appropriate Water and Fire agencies for the usage, disposal and connection to fire hydrants or standpipes. Contractor shall control water run-off and comply with NPDES discharge requirements. For work under this specification, the Contractor can obtain water upon proper arrangements for metering and payment from the City of Chino (City). Contractor shall provide all necessary piping and appurtenances, including pumps, to convey water to the work site. Arrangements for water from sources other than the City shall be the sole responsibility of the Contractor, and no additional compensation will be allowed.

## **8. ENVIRONMENTAL MITIGATION MEASURES**

**A-1:** The Contractor shall comply with the following mitigation measures to reduce impacts from construction equipment:

- a) Construction equipment shall be maintained in proper tune;
- b) Gasoline or electricity powered equipment instead of diesel-powered equipment shall be used whenever possible;
- c) Use of heavy equipment shall be suspended during first stage smog alerts;
- d) All construction equipment shall be prohibited from excessive idling; and
- e) The use of “clean diesel” equipment if modified engines (catalyst equipped, or newer Moyer Program retrofit) are available at reasonable cost shall be encouraged.

**A-2:** To reduce fugitive dust emissions during construction, the use of best available control measures (BACMs) consistent with Rule 403 for control of fugitive dust (South Coast Air Quality Management District 2005) shall be implemented during grading. These measures include the following:

- a) Prior to moving any soil, apply water to the surface of the soil not more than 15 minutes prior to moving soil;
- b) For any stockpiled soils, either cover soils or apply water twice per hour;
- c) Water all active construction areas at least three times daily when active earthwork is occurring or as needed to minimize dust emissions. If evidence of dust is observed, increase to a minimum of four times per day;
- d) Cover all haul trucks or maintain at least two feet of freeboard in trucks used to transport soil to the site;
- e) Pave or apply water twice per hour to all unpaved parking or staging areas during active operations;
- f) Reduce speed on unpaved roads to less than 15 miles per hour;
- g) Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway;
- h) Cover or water twice daily any on-site stockpiles of debris, dirt or other dusty materials;

- i) Suspend all operations on any unpaved surface if winds exceed 25 miles per hour;
- j) Limit daily disturbance areas to 5 acres or less;
- k) Move no more than 5,000 cubic yards of soil daily;
- l) Encourage carpooling for construction workers;
- m) Park construction vehicles off traveled roadways;
- n) Wet down or cover dirt hauled off-site;
- o) Wash or sweep access points daily;
- p) Encourage receipt of materials during non-peak traffic hours; and
- q) Sandbag the construction site for erosion control.

The Contractor is responsible for implementation and compliance with the mitigation measures as described in the Mitigation Monitoring and Reporting Checklist found in the Appendices (Section I of the Bid Documents). All costs for implementation and compliance shall be included in the contractor's bid price.

The County will be responsible for performing all monitoring and conducting the necessary surveys as described in the MMRP. The County will retain all biologists, archaeologists, and paleontologists as described in the MMRP.

#### **9. COMPLIANCE WITH STORM WATER REGULATIONS (NPDES)**

Shall be in Accordance with the General Permit for Storm Water Discharges Associated with Construction Activity Order No. 2009-0009 DWQ (NPDES General Permit No. CAS000002). Contractor, as County's authorized representative, shall comply with the regulatory requirements of the State Water Resources Control Board's (SWRCB) Order No. 2009-0009 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Runoff Associated with Construction Activity, copies of which are available on SWRCB website at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.html](https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html).

The County, at its discretion, may withhold payment and/or return pay requests if the contractor fails to submit monthly reports by the last working day of the month, properly maintain records, or otherwise comply with the permit requirements.

#### **10. REFERENCE TO STANDARD DRAWINGS AND DETAILED PROVISIONS**

Any and all referenced Standard Drawings and Detailed Provisions shall be considered part of the contract drawings and specifications. Detailed provisions provided in the spec are applicable regardless of whether they are referenced on the drawings. The Contractor shall not be entitled to any compensation due to referenced documents not included in the Specifications and Contract Drawings.

#### **11. STORAGE OF MATERIALS AND EQUIPMENT AND SECURITY**

Contractor may utilize available land at the Airport for storage of materials and equipment. Contractor shall coordinate the location of material and equipment storage with the County Inspector and/or the Director of Airports.

Contractor has the option to secure their own storage yard for materials and equipment. However, if private or public property is used, the Contractor must obtain written permission

from affected property owners and/or agencies in advance of moving said material or equipment onto offsite property. A copy of the letter from the private owner granting permission shall be submitted to the County prior to use of the site. The County will not approve the use of any property unless it can be considered “previously disturbed” in accordance with California Environmental Quality Act (CEQA) guidelines.

The Contractor shall be responsible for providing all security measures necessary to secure the stored materials or equipment and to protect the construction area regardless of whether it is stored on County property or Contractor acquired property. The County is not responsible for items lost, damaged or stolen from the secured site or for injuries to the public due to unsafe or unsecured conditions.

## **12. NOISE CONTROL REQUIREMENTS**

Contractor shall comply with local ordinances concerning noise abatement. Noise suppression shall be practiced at all times to minimize disturbance to persons living or working nearby, and to the general public. The measures to be used in effecting noise suppression shall include, but are not limited to, equipping all internal combustion engines with critical residential silencers (mufflers), sound blankets shielding noise-producing equipment from nearest areas of human occupancy by locating in such positions as to direct greatest noise emissions away from such areas, and conducting operations in the most effective manner to minimize noise generation consistent with the execution of the contract in a timely and economic manner.

Noise levels at the property line in excess of the limits of the agency having jurisdiction shall be allowed only for critical operations during daytime hours for brief periods of time. If nighttime operation is allowed by the County, Contractor shall make every reasonable effort to minimize levels below City nighttime ordinance limits at the time of the work being performed.

For nighttime work, the Contractor shall take noise measurements at the nearby property lines before and during operation and notify the County Inspector of ambient and operational noise level readings.

Should a complaint be filed by surrounding property owners, the Contractor shall submit a noise monitoring report, which will include steps to mitigate the excessive noise levels.

## **13. COORDINATION**

Contractor shall cooperate with the County, County Representatives and all other jurisdictional agencies. The County will have representatives on site to observe and verify compliance with Contract Documents. Contractor shall notify the County a minimum of 2 weeks prior to commencing construction.

It shall be the Contractor's responsibility to coordinate their activities with all the other contractors performing work in the project area and to cooperate with all other contractors within reasonable and professional norms so that all construction may be completed in a timely manner. In the event a scheduling conflict arises between contractors performing work on the job site and if both parties are unable to reach an agreement, the County shall be the final authority in resolving said scheduling conflict. No additional compensation will be allowed due to conflicts with other construction in the area.

#### **14. EXISTING UNDERGROUND UTILITIES AND POTHOLING FOR EXISTING UTILITIES**

Unless otherwise indicated on the plans or directly by the utility owner, all utilities shall be protected in place and service maintained. The utilities were plotted based on information provided from the respective utility owners. The accuracy of plotted utilities is not guaranteed.

The Contractor is responsible for performing exploratory excavations (hand-augering or air knifing) to clear the borehole locations. All associated costs with hand-augering or air knifing shall be included in the unit bid price per lineal foot of drilling and no additional compensation will be allowed.

#### **15. WORK HOURS**

Contractor shall perform all contract work between the hours of 7:00 AM and 5:00 PM, Monday through Friday unless otherwise restricted by encroachment permit terms per the local permitting agencies. Work at other times and work on holidays will be permitted only with the prior approval or direction of the County's representative.

Contractor may be required to construct connections outside normal work hours, or on weekends or holidays as directed by County, all at no additional cost to the County.

#### **16. DUST CONTROL REQUIREMENTS**

Contractor shall maintain the work area in a neat, safe, clean and sanitary condition at all times. Streets shall be kept clean of debris, with dust and nuisance being controlled. The Contractor shall be responsible for any cleanup of adjacent streets affected by their construction. Contractor shall comply with South Coast Air Quality Management County's Rule 403 – Fugitive Dust to actively prevent, reduce or mitigate fugitive dust emissions. Contractor shall implement the Best Available Control Measures as referenced in Table 1 of Rule 403.

#### **17. BUSINESS ACCESS**

The Contractor will be required to provide complete unobstructed access to each tenant's driveway at the end of every workday. In addition, the Contractor will be required to provide complete unobstructed access to each commercial property at all times during construction. The Contractor will be responsible for coordinating with the San Bernardino County Airport Department staff for notifying the businesses 72 hours in advance that the construction activity will occur in front of their business, and that their driveways may be blocked by these construction activities. This includes certain properties that may require modification to their access as noted in the plans and specifications. All costs associated with coordination, notification and providing access to businesses and residents shall be included in the base bid and no additional compensation will be allowed.

#### **18. PRIVATE IMPROVEMENTS**

Protection of improvements within the Project site against damage caused by construction is of the utmost importance. The Contractor shall protect in place or replace in kind all landscaping, fencing, mailboxes, etc. disturbed by the Work. All protection measures shall be provided by the Contractor.



If the Contractor cannot reasonably protect improvements in place during construction, the improvement shall be either temporarily relocated and replaced after construction is complete or replaced in kind. In this case, the Contractor shall notify the County of said requirements and coordinate the temporary relocation and replacement prior to any removal. All costs for this Work shall be included in the original bid and no additional compensation will be allowed.

#### **19. OPERATION OF EXISTING FACILITIES**

Contractor shall not operate any existing facilities, including opening or closing of existing pipeline valves, appurtenances and electrical equipment. If required, Contractor shall be fully responsible for coordinating activities that require operation of County or other agencies' facilities.

#### **20. SURVEY MONUMENTS AND BENCHMARKS**

The Contractor shall not disturb existing survey monuments or benchmarks. Upon Contractor's request, owner shall locate, mark, reference and prepare a Corner Record prior to construction, for all monuments that might be disturbed pursuant to Business and Professions Code, Sections 8700 to 8805 of the Land Surveyor's Act, specifically Section 8771(b). Contractor shall notify Owner at least 72 hours prior to working near any monuments or benchmarks. Should these monuments be destroyed or disturbed, Contractor shall have a Licensed Land Surveyor registered in the State of California reset the monuments and file a Corner Record or a Record of Survey with the County Surveyor prior to Owner recording a Certificate of Completion for the project.

#### **21. CONSTRUCTION WORK AREA AND RESTRICTIONS**

Contractor shall confine their work, including construction activities, equipment and/or material storage, and access to areas within County easements and property, and as shown on Drawings.

If Contractor performs work or stores equipment and/or materials outside the limits specified above, Contractor shall stop all work immediately and restore all areas to their pre-construction condition to the satisfaction of County and the property owners. The Contractor shall also provide an indemnification letter to County regarding any unauthorized work outside above specified areas.

#### **22. SPOIL MATERIAL**

Excess soils from excavation shall be spoiled entirely at Contractor's expense off the project site to an approved disposal area through the City or County. In no instance shall excess spoil become a public nuisance or threat to public safety.

#### **23. RESTORATION**

All work sites shall be restored to pre-job conditions and shall meet the requirements of County, City, and property owner(s). The Contractor shall repair or replace damaged improvements as directed by the County.

The County is obligated to keep visual impact of the work sites to a minimum; therefore, the Contractor is required to restore all areas altered by construction to pre-existing conditions, unless shown otherwise on the Drawings.

Such areas shall include but shall not be limited to areas used for travel, parking, and storage of vehicles, equipment and materials or adjacent areas impacted by facilities construction.

The Contractor shall be responsible for the proper disposal of all waste materials resulting from project operations, including rubbish, packaging materials, discarded equipment parts, and damaged construction materials, in a manner and at locations suitable to the County and all health and other regulatory agencies. All pavement grindings shall be hauled offsite to an approved disposal area through the City or County.

Contractor shall protect in place or remove and replace all existing utilities and public and private improvements (except those improvements specified to be removed) including, but not limited to, berms, curbs, gutters, concrete pavement, asphalt concrete pavement, walkways, sidewalks, cross gutters, spandrels, medians, driveways, mailboxes, bikeways, trail ways, bus stops, storm drains, landscaping, landscaping materials, landscape irrigation systems, traffic striping, power poles, guy wires, street lights, signs, guardrails, traffic signal facilities, fences, and walls. If said facilities are undermined or disturbed as determined by County, said facilities shall be removed and replaced. Contractor shall correct or replace any damaged utilities or improvements as part of the contract work at no additional cost. Certain existing improvements are to be protected in place or removed and replaced. Contractor shall protect in place or remove and replace all damaged existing public and private improvements whether they are specifically noted on the technical specifications or plans or not.

If colored or textured sidewalk, curb and gutter, or stamped concrete medians are removed, Contractor shall replace with colored and/or textured sidewalk or stamped concrete medians to match existing.

Daily Restoration. Contractor shall, as a minimum, have accomplished by the end of each work period, the following:

- a. Remove all debris, construction materials, and equipment from public and private streets, and private property.
- b. Clean all work areas including, but not limited to, washing and sweeping all streets, driveways, gutters, sidewalks, bikeways, and trail ways, and removing all trash. Contractor shall sweep work areas more than once a day if requested by County or City.

In addition, Contractor shall inspect entire job site at the end of each workday and frequently on Saturdays, Sundays, and holidays and correct any traffic, pavement (temporary or permanent pavement) or backfill deficiencies. Contractor shall maintain streets including backfilled trenches in good repair.

If County receives complaints from individuals or agencies affected by the project, Contractor shall take immediate action to correct the situation as directed by the County. If Contractor receives complaints directly, Contractor shall report same immediately to County. Thereafter, Contractor shall take immediate action to correct the situation as directed by the County.

## **24. LOCAL CONDITIONS**

The Contractor shall assess, by personal investigation, local conditions affecting the work. Neither the information contained in this section nor that derived from any maps or plats, or

from the County or employees shall act to relieve the Contractor of any responsibility herein or from fulfilling any and all of the terms and requirements of this Contract.

Nuisance water, such as rainfall, irrigation water, or local surface runoff may occur within construction areas during the period of construction under this contract. The Contractor, by submitting their bid, will be held responsible for having investigated the risks arising from such water and shall take all due measures to prevent delays in progress of the work caused by such waters.

**25. COMPLIANCE WITH ANSI/NSF STANDARD 61 AND NSF 372**

All pipe, fittings, and appurtenances shall be constructed of materials and provided with interior coatings and linings that are certified to be in accordance with ANSI/NSF Standard 61 for potable water contact and indirect additives, as well as NSF 372 lead free requirements.

NOT FOR BID