

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

of

Clinton Keith Road Construction Project – Phase 2

From Whitewood Road to Leon Road

In the City of Murrieta and French Valley Area

Project No. B2-0472



TRANSPORTATION DEPARTMENT

General

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General

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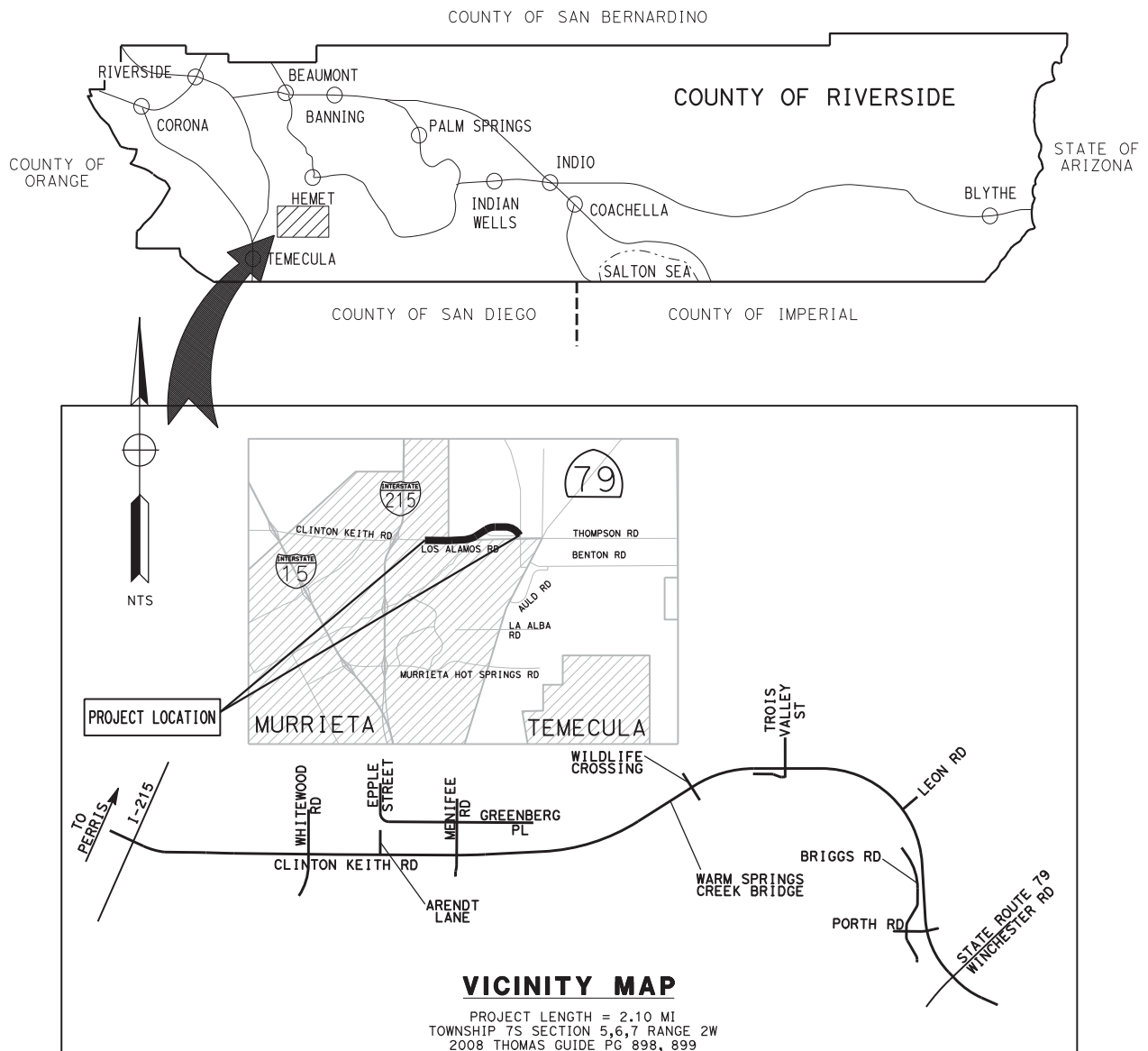
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COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

CLINTON KEITH ROAD CONSTRUCTION PROJECT - PHASE 2

**FROM WHITEWOOD ROAD TO LEON ROAD
IN THE CITY OF MURRIETA AND FRENCH VALLEY AREA**


PROJECT No. B2-0472



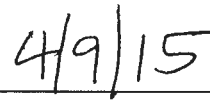
Specifications and Contract Documents
for the construction of
Clinton Keith Road Construction Project – Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472

Contract Approval(s)

Approval:




Khalid Nasim, PE
Engineering Division Manager

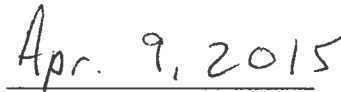


Date

Recommended by:



John Marcinek,
County Project Manager



Date

Specifications and Contract Documents

for the construction of

Clinton Keith Road Construction Project - Phase 2

From Whitewood Road to Leon Road

In the City of Murrieta and French Valley Area

Project No. B2-0472

Engineering Certification(s)

These specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer:



Cat Vu Quach, PE

4-14-2015

Date



Specifications and Contract Documents

for the construction of

Clinton Keith Road Construction Project – Phase 2

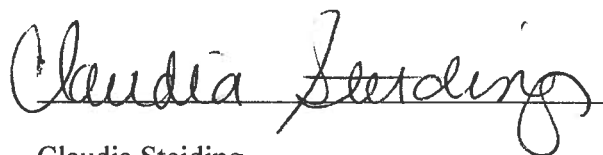
From Whitewood Road to Leon Road

In the City of Murrieta and French Valley Area

Project No. B2-0472

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:



Claudia Steiding
Senior Transportation Planner/NPDES
Coordinator

4/9/15
Date

Notice to Bidders

County of Riverside, herein called Owner, invites sealed proposals for:

Clinton Keith Road Construction Project – Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **July 15, 2015** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **April 2015**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$85.00** per set with 11" x 17" plans and CD with PDF copy of plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

A pre-bid meeting is scheduled for 2:15 pm on **Wednesday, July 1, 2015**, at the County of Riverside Transportation Department, 3525 14th Street, Riverside, California 92501. This meeting is to inform bidders of project requirements. Bidder's attendance at this meeting will be mandatory.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$ 25,200,000 - \$ 29,400,000	(Alternate Bid Schedule 1)
	\$ 27,900,000 - \$ 32,500,000	(Alternate Bid Schedule 2)
	\$ 126,000 - \$ 147,000	(Alternate Bid Schedule 3)

Bid Bond	10 % of the total of the bid amount for Alternate Bid Schedule 2
Performance Bond	100 %
Payment Bond	100 %
Working Days	360 Working Days

Website: <http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

Instructions to Bidders

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Instructions to Bidders

The Bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and Contract Documents, including the Plans and the Special Provisions, for the requirements and conditions which the bidder must observe in the preparation of and the submission of the Bid.

In compliance with the Americans with Disabilities Act, persons with disabilities may request reasonable accommodations (including auxiliary aids and services at no cost) to participate in the pre-bid meeting (if scheduled and as designated in the Notice to Bidders) or bid opening meeting (as scheduled in the Notice to Bidders) by contacting Contracts/Bidding Unit at 951-955-6780 or jrjimenez@rctlma.org at least 3 business days before the scheduled event.

To accommodate persons with disabilities, this Bid Book is available in alternate formats upon request.

1. Inspection of Site

Bidder's attention is directed to Section 2-1.30, "Job Site and Document Examination". Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a bid, a Bidder warrants that he has made such site examination as the Bidder deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

2. Bidder's Bid Form

The Bid must be made on the Bid forms, which are included in the Contract Documents, and must be completely filled in, dated and signed. Signature(s) provided by the Bidder must be from an authorized officer or agent (see Bidder Data and Signature sheets).

If provision is made for alternate bid schedule(s), all bid schedules must be bid, unless otherwise instructed in the Special Provisions.

All Bid forms shall be obtained from the Riverside County Transportation Department, 3525 14th Street, Riverside, California 92501.

3. Bid Bond

All bidders are required to use the bond form found in the Bid Book's "B" pages; the form is titled "Bid Bond".

The Bid must be accompanied by a 10% Bid Bond using the form provided in the Bid Book, or a certified check, or cashier's check payable to the order of "County of Riverside", in an amount not less than 10% of the bid amount **for Alternate Bid Schedule 2 (4-Lane Option)**. Submitted Bid Bond form must be completely filled in, sealed, dated and signed. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

4. Non-Collusion Declaration

In conformance with Public Contract Code §7106, a Non-Collusion Declaration is included in the Bid. Bidder Declaration must be submitted using the form provided in the Bid Book and it must be completely filled in, dated and signed. Signatures on the Non-Collusion Declaration must be notarized.

5. Iran Contracting Act, Certification or Exemption

The Department of General Services has published a list of companies who are prohibited from contracting with public entities in California as required by Public Contract Code §2200 through §2208.

The Iran Contracting Act Certification/Exemption form is included in the Bid Book. For projects estimated or Bid, in the amount of \$1,000,000 or more, Bidder must completely fill in, date, sign and submit this form with the Bid documents.

6. Interpretation of Documents

Discrepancies, omissions, ambiguities, requirements likely to cause disputes between trades and similar matters must be promptly brought to the attention of the County in writing. When appropriate, addenda will be issued by the County.

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday (except holidays), up to, including and no later than the fifth (5th) business day prior to the bid closing deadline, by hand delivery, mail, fax or electronic mail. The County will not respond to RFIs submitted after that time, unless the County determines at its sole discretion that it is in the best interest of the public and the County to do so. RFIs should be addressed and sent to:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rctlma.org

Any communication by anyone as to RFIs and other project document inquiries, except by Addenda, does not affect the meaning or requirements of the Contract Documents.

7. Quantities

The amount of work to be done and/or materials to be furnished under the Contract, as shown in the Bid, are merely estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

County reserves the right to increase, decrease or entirely eliminate any items from the work and/or materials to be furnished.

Bidders are cautioned against the unbalancing of their bid by prorating project overhead costs only into one, two, or few items when there are various items listed in the bid schedule(s).

The quantities mentioned in Standard Specifications Section 2-1.33B, "Bid Item List and Bid Comparison" will be found in the Bid form.

8. Addenda

County reserves the right to issue Addenda to the Contract Documents at any time prior to the scheduled bid opening date and time. Each potential Bidder must provide the County his company name, contact name, phone number, facsimile number, electronic mail address and company address for the purpose of receiving Addenda.

To be considered responsive, the Bid must list and take into account all issued Addenda.

In addition to listing the acknowledged addenda (if any) on the Bid, Bidders should submit each addendum's acknowledgement signature page and attach each one to the Bid. Attaching all addenda pages and attachments (if any) to the Bid submittal is not necessary for Bid submittal. All Addenda is a component of the Contract Documents.

9. License

To be considered for award of the Contract, a Bidder must have the necessary license(s) required under provisions of the California Business and Professions Code for the scope of work covered in the Contract Documents at the time of bid submission. This includes Joint Ventures.

Each item of work will be performed by a Contractor that is qualified and properly licensed for that work.

Pursuant to California Labor Code §3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C10 "Electrical Contractor". Proof of certification must be provided to the County before the start of construction.

10. Contract Participation

County encourages general and prime Contractors to solicit competitive subcontracting, trucking and supplier opportunities to minority, women, disabled veteran, and small business firms where possible, in their contracting and procurement activities with the County.

Section 3-1.08, "Small Business Participation Report", of the Standard Specifications is deleted.

11. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 11, "Subcontracting".

Pursuant to Public Contract Code § 4100 et seq., "Subletting and Subcontracting Fair Practices Act", Bidders are required to list each subcontractor who will perform work, provide labor, or render services in or about the construction of work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to the details contained in the Plans and Specifications. The Subletting and Subcontracting Fair Practice Act applies to all phases of the work.

Subcontractor List

As required by Standards Specification Section 2-1.33C, "Subcontractor List", the Bidder must submit a Subcontractor List. Subcontractor List must be on the form contained in the Bid Book.

Bidder must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

Pursuant to Public Contract Code § 6109 et seq., the Contractor shall not perform work on a project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code § 1777.1 or 1777.7.

The last sentence of Standards Specification Section 2-1.33C is replaced with the following: “Show work portions by bid item number, description, and percentage of total amount subcontracted.”

The Subcontractor List must show the name, address, license number and work portions to be performed by each subcontractor listed. Work portions must be identified by bid item number and description for each subcontractor listed. An inadvertent error in listing the license number will be processed as required by Public Contract Code § 4104 (a) (2). If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

Each designated item of work will be performed by a Contractor which is qualified and properly licensed for that listed work.

Omission or failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work (Public Contract Code § 4106).

The County may request additional information to verify submitted Subcontractor List information and for total and/or individual subcontracted percentage amounts. Bidder must provide this information within three (3) business days after the bid opening date.

Penalties

The Bidder’s attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

Clerical error

After the Bid Opening, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by §1771.1 (c) for subcontractors who are not registered with the DIR.

12. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- Notice to Bidder’s regarding Labor Code requirements.
- General Conditions Section 8, “Labor Code”

No Contractor may submit a bid nor a subcontractor be listed on a bid (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 or excepted from this requirement for bid purposes only under Labor Code § 1771.1(a).

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

This project is subject to compliance monitoring and enforcement by the DIR.

13. Hours of Work

Attention is directed to Section 8-1.05, "Time" and Section 7-1.02K(5), "Working Hours" of the Standard Specifications.

Daily working hours will be between the hours of **7:00 a.m. and 6:00 p.m.**, Monday through Friday, except legal holidays, or as revised in the Special Provisions, and as approved by the Engineer. Exceptions and specific work schedules must be submitted in writing to the Engineer for consideration.

14. Alternate Bid Schedules

If the Bid includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following will apply:

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Bid includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following will apply:

This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County reserves the right to reject all bids received.

15. Bids

No Bidder may withdraw their bid for a period of ninety (90) calendar days after the bid opening.

Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder must set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column will be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price will prevail, in (1) or (2), as follows:

1. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item "Total" column, then the amount set forth in the item "Total" column for the item shall be divided by the estimated quantity for the item and the price thus obtained will be the unit price.
2. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's final estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a Lump Sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid amount is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

Bids on Lump Sum items shall be item totals only; if any unit price for a Lump Sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, including determination of non-responsiveness, shall be final.

The County hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the Contract to other than the lowest bidder.

16. Like Bid Items

The Bidder is advised that the items of work may be grouped into bid schedules, and that certain bid items may be listed in more than one bid schedule, and listed with different bid item numbers, and the following will apply thereto:

The Bidder is directed to submit the same bid amount for all bid items that are listed with the same item code and item description. Said bid items are referred to herein as “Like Bid Items”.

“Like Bid Items” will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, “Changes and Extra Work” of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as “Lump Sum” or “Force Account”.
3. Alternate Bid Schedules.

In the event that a Bidder submits different unit bid amounts for “Like Bid Items”, as described above, the bid will be corrected by applying the lowest of the unit bid amounts to all the respective “Like Bid Items”.

17. Contract Documents

The complete Contract Documents are identified in the Contract. Potential Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications in making their bid.

18. Submission of Bidder's Bid

A Bidder's Bid must be submitted in a sealed opaque envelope that clearly identifies the Bidder's name and the project name. Bids must be received before the scheduled date and time at the location set forth in the Notice to Bidders and may be withdrawn only as stated in the Bid. Bids must be completed in ink.

19. Qualifications of Bidders

No award will be made to any Bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the Contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The Bidder may be required to submit his record of work of similar nature to that proposed under these specifications and unfamiliarity with the type of work may be sufficient cause for rejection of bid.

20. Award of Contract

The Bidder's attention is directed to the provisions in these Instructions to Bidders for the requirements and conditions concerning award and execution of Contract.

Section 3-1.04, "Contract Award" of the Standard Specifications is deleted.

The last sentence of Section 2-1.24, "Tied Bid Resolution", is deleted and replaced with:

After bid verification, the County will select one of the tied bids of its choice (Public Contract Code § 22038.2.b).

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The County reserves the right to reject all bids received.

Acceptance, by the governing body of the County by resolution or minute order at a meeting regularly called and held, of a Bid constitutes an award of the Contract and the execution of the Contract is a written memorial thereof.

The County will submit the Contract Documents to the low responsive and responsible Bidder for execution prior to award utilizing the following procedures and requirements:

- A. A Bidder whose Bid is accepted must execute the formal construction Contract with the County, similar to the form attached hereto as a sample, and must return said

- Contract, together with approved Performance Bond and Payment Bond and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) business days from the date of the Notice of Acceptance of Bid and Intent to Award as issued by the Transportation Department. All submittals must meet the requirements of the bid documents. Corrections, if required, must be made and the revised documents must be resubmitted within two (2) business days of Contractor's receipt of review comments.
- B. The bonds and insurance documentation must be submitted in accordance with the Contract Document requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department and prior to the performance of any work under the Contract.
 - C. If a Bidder to whom a Notice of Acceptance of Bid and Intent to Award has been issued, fails or refuses to sign a construction Contract, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County may, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Bidder will become the property of the County as prescribed in the bid documents and as allowed by law.
 - D. If it is in the best interest of the County, the County reserves the right to award the Contract prior to execution by the Contractor. Thereafter, County will mail or deliver the County signed Contract to the awarded Contractor for execution and return.

Bid Protest

Any Bidder submitting a bid to County may file a protest of the County's proposed Award of the Contract provided that each and all of the following are complied with:

- 1. The bid protest is in writing.
- 2. The bid protest is filed with and received by County of Riverside Transportation and Land Management Agency at the following address:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rctlma.org

- 3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Notice of Intent

to Award letter is posted on the County of Riverside Transportation Department website along with the project bid summary. URL for this webpage is <http://www.rctlma.org/trans/Contractors-Corner/Bid-Summaries>. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.

4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

21. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Bidder. All bonds must be on County's forms contained in the Bid Book.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the Bid Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

22. Return of Bid Guarantee

Standard Specification Section 3-1.19, "Bidder's Securities" is deleted.

Bid bonds will not be returned unless specifically requested by the Bidder in writing. Any submitted negotiable securities of unsuccessful Bidders will be returned by mail within 30 days of the award of a contract to the successful Bidder. Any submitted negotiable security of the successful Bidder will be returned by mail within 30 calendar days of acceptable receipt of executed Contract, certificate of insurance, Performance Bond and Payment Bond.

23. Submission of Insurance Certificate and Endorsements

Attention is directed General Conditions Section 4 “Insurance and Hold Harmless.”

Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the County, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions “Insurance and Hold Harmless” section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the County.

Bid

Date: _____

To: County of Riverside, hereafter called "County";

Bidder: _____
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Clinton Keith Road Construction Project – Phase 2, From Whitewood Road to Leon Road, In the City of Murrieta and French Valley Area, Project No. B2-0472** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** _____ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

Clinton Keith Road Construction Project - Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472
PROPOSAL (2-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 1: CLINTON KEITH ROAD, 2-LANE OPTION						
1	016101	OBTAIN ENCROACHMENT PERMIT	FA	1	5,000.00	5,000.00
2	017101	MANHOLE (RCFC & WCDS MH 251)	EA	16		
3	017103	MANHOLE (RCFC & WCDS MH 252)	EA	8		
4	017105	JUNCTION STRUCTURE (RCFC & WCDS JS 227)	EA	17		
5	017114	TRANSITION STRUCTURE (RCFC & WCDS TS 303)	EA	1		
6	017305	MINOR CONCRETE (TYPE A-8 CURB) (CRS 201)	LF	9,141		
7	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	5		
8	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)(MOD)	LF	257		
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	4,008		
10	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1		
11	000003	PRECONSTRUCTION SURVEY	LS	1		
12	066102	DUST ABATEMENT	LS	1		
13	066105	RESIDENT ENGINEERS OFFICE	LS	1		
14	066610	PARTNERING	LS	1		
15	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	1		
16	070030	LEAD COMPLIANCE PLAN	LS	1		
17	071321	TEMPORARY FENCE (TYPE CL-6)	LF	908		
18	071325	TEMPORARY FENCE (TYPE ESA)	LF	2,770		
19	074016	CONSTRUCTION SITE MANAGEMENT	LS	1		
20	120090	CONSTRUCTION AREA SIGNS	LS	1		
21	120100	TRAFFIC CONTROL SYSTEM	LS	1		
22	120165	CHANNELIZER (SURFACE MOUNTED)	EA	17		
23	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
24	150606	REMOVE FENCE (TYPE BW)	LF	1,197		
25	150608	REMOVE CHAIN LINK FENCE	LF	3,179		
26	000003	REMOVE CHAIN LNK FENCE (SLATTED)	LF	285		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (2-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 1: CLINTON KEITH ROAD, 2-LANE OPTION						
27	150662	REMOVE METAL BEAM GUARD RAIL	LF	110		
28	150711	REMOVE PAINTED TRAFFIC STRIPE	LF	7,913		
29	150712	REMOVE PAINTED PAVEMENT MARKING	SQFT	1,104		
30	150742	REMOVE ROADSIDE SIGN	EA	13		
31	150771	REMOVE ASPHALT CONCRETE DIKE	LF	35		
32	152390	RELOCATE ROADSIDE SIGN	EA	4		
33	153103	COLD PLANE AND ASPHALT CONCRETE PAVEMENT	SQYD	347		
34	153130	REMOVE CONCRETE CURB	LF	77		
35	153121	REMOVE CONCRETE (CURB AND GUTTER)	LF	348		
36	153218	REMOVE CONCRETE SIDEWALK	SQFT	1,534		
37	153242A	REMOVE CONCRETE (CURB RAMP)	EA	1		
38	160101	CLEARING AND GRUBBING	LS	1		
39	170101	DEVELOP WATER SUPPLY	LS	1		
40	(F) 190101	ROADWAY EXCAVATION	CY	353,870		
41	(F) 190160	ROCK EXCAVATION (CONTROLLED BLASTING)	CY	70,000		
42	(F) 192003	STRUCTURE EXCAVATION (BRIDGE)	CY	954		
43	(F) 192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	2,974		
44	(F) 193003	STRUCTURE BACKFILL (BRIDGE)	CY	585		
45	(F) 193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	2,432		
46	(F) 193031	PERVIOUS BACKFILL (RETAINING WALL)	CY	81		
47	198205A	SUBGRADE ENHANCEMENT GEOTEXTILE (MULTI-AXIAL)	SQYD	52,975		
48	201600A	CONCRETE PAVER (TURFSTONE)	EA	630		
49	203031	EROSION CONTROL (TYPE D)	SQFT	22,486		
50	204099	PLANT ESTABLISHMENT WORK	LS	1		
51	210250	EROSION CONTROL (BONDED FIBER MATRIX WITH SEEDS)	SQFT	1,201,338		
52	210350	FIBER ROLLS	LF	69,185		
53	210430A	HYDROSEED (WILDLIFE OVERCROSSING)	SQFT	137,692		
54	210430B	HYDROSEED (RIPARIAN AREA)	SQFT	9,393		
55	220101	FINISHING ROADWAY	LS	1		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (2-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 1: CLINTON KEITH ROAD, 2-LANE OPTION						
56	260203	CLASS 2 AGGREGATE BASE	CY	14,127		
57	270014	CEMENT TREATED BASE (PLANT-MIXED, CLASS A)	CY	86		
58	390129	HOT MIX ASPHALT (TYPE C)	TON	10,821		
59	390132	HOT MIX ASPHALT (TYPE A)	TON	7,240		
60	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,414		
61	405030	PORTLAND CEMENT CONCRETE	CY	122		
62	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3,162		
63	490617	90" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	384		
64	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
65	(F) 510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	313		
66	(F) 510053	STRUCTURAL CONCRETE, BRIDGE	CY	4,342		
67	(F) 510060	STRUCTURAL CONCRETE (RETAINING WALL)	CY	530		
68	(F) 510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	293		
69	(F) 510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	217		
70	510502A	MINOR CONCRETE (RETAINING WALL)	CY	11		
71	(F) 510526	MINOR CONCRETE (BACKFILL)	CY	9		
72	(F) 511064	FRACTURED RIB TEXTURE	SQFT	3,582		
73	519092	JOINT SEAL ASSEMBLY (MR=2 1/2")	LF	273		
74	(F) 519200A	WILDLIFE OVERCROSSING AND RETAINING WALL SYSTEM	LS	1		
75	519205A	WILDLIFE UNDERCROSSING SKYLIGHT	EA	6		
76	(F) 520102	BAR REINFORCING STEEL (BRIDGE)	LB	1,233,974		
77	(F) 520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	59,816		
78	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (0.80" - FRAMED)	SQFT	397		
79	566011	ROADSIDE SIGN - ONE POST	EA	66		
80	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	7		
81	598001	ANTI-GRAFFITI COATING	SQFT	3,582		
82	641125	36" PLASTIC PIPE	LF	428		
83	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	592		
84	650416	24" REINFORCED CONCRETE PIPE (CLASS IV)	LF	4,510		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (2-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 1: CLINTON KEITH ROAD, 2-LANE OPTION						
85	650420	30" REINFORCED CONCRETE PIPE (CLASS IV)	LF	1,095		
86	650424	36" REINFORCED CONCRETE PIPE (CLASS IV)	LF	1,958		
87	650440	60" REINFORCED CONCRETE PIPE (CLASS IV)	LF	534		
88	650480A	36" WILDLIFE CULVERT	LF	415		
89	650432	48" REINFORCED CONCRETE PIPE (CLASS IV)	LF	234		
90	665117	18" BITUMINOUS COATED STEEL PIPE (0.079" THICK)	LF	151		
91	665136	36" BITUMINOUS COATED STEEL PIPE (0.079" THICK)	LF	134		
92	665137	36" BITUMINOUS COATED STEEL PIPE RISER (0.109" THICK)	LF	24		
93	703233	GRATED LINE DRAIN	LF	1,738		
94	705011	18" STEEL FLARED END SECTION	EA	2		
95	705048	36" STEEL FLARED END SECTION	EA	1		
96	721014	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	31		
97	721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	257		
98	721017	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	3,138		
99	(F) 721030	ROCK SLOPE PROTECTION (1/2 TON, METHOD B)	CY	41		
100	729010	ROCK SLOPE PROTECTION FABRIC	SQYD	7,133		
101	731516	MINOR CONCRETE (DRIVEWAY)	CY	17		
102	731521	MINOR CONCRETE (SIDEWALK)	CY	765		
103	(F) 750001	MISCELLANEOUS IRON AND STEEL	LB	11,084		
104	(F) 750501	MISCELLANEOUS METAL (BRIDGE)	LB	38,307		
105	800000A	ONE WAY ACCESS OPENING	EA	9		
106	800300	WIRE MESH FENCE (3/8"x3/8" MESH)	LF	9,265		
107	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	1,775		
108	800360A	FENCE (TYPE BW)	LF	870		
109	800365	CHAIN LINK FENCE (TYPE CL-6,SLATTED)	LF	290		
110	801100	WIRE MESH GATE (3/8"x3/8" MESH)	EA	6		
111	801365A	TUBULAR STEEL GATE	EA	3		
112	802620	16' CHAIN LINK GATE (TYPE CL-6)	EA	2		
113	(F) 833000	METAL RAILING	LF	840		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (2-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 1: CLINTON KEITH ROAD, 2-LANE OPTION						
114	839521	CABLE RAILING	LF	302		
115	839601	CRASH CUSHION (TYPE CAT)	EA	2		
116	839602	CRASH CUSHION (TYPE CAT BACKUP)	EA	2		
117	839701	CONCRETE BARRIER (TYPE 60)	LF	4,210		
118	(F) 839702	CONCRETE BARRIER (TYPE 60A)	LF	840		
119	839703	CONCRETE BARRIER (TYPE 60C)	LF	34		
120	839705	CONCRETE BARRIER (TYPE 60E MODIFIED)	LF	220		
121	(F) 839727	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	840		
122	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	91,938		
123	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	5,961		
124	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,321		
125	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,873		
126	860251	SIGNAL AND LIGHTING (CLINTON KEITH/ TROIS VALLEY)	LS	1		
127	860556	SOLAR LIGHTING ON WILDLIFE CROSSING (8 LIGHTS)	LS	1		
128	860557	SOLAR LIGHTING ON WARM SPRINGS CREEK BRIDGE (4 LIGHTS)	LS	1		
129	(F) 860704A	2" INTERCONNECT CONDUIT AND TRACER WIRE	LF	2,550		
130	861497	MODIFY SIGNAL AND LIGHTING (CLINTON KEITH/WHITEWOOD)	LS	1		
131	869039A	NO.6 PULL BOX	EA	9		
132	760090	MOBILIZATION,DEMOBILIZATION, AND FINAL CLEAN UP	LS	1		

ALTERNATE BID

SCHEDULE 1

TOTAL: _____

ITEMS 1-132

"WORDS"

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Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

Clinton Keith Road Construction Project - Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472
PROPOSAL (4-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 2: CLINTON KEITH ROAD, 4-LANE OPTION						
133	016101	OBTAIN ENCROACHMENT PERMIT	FA	1	5,000.00	5,000.00
134	017101	MANHOLE (RCFC & WCDS MH 251)	EA	11		
135	017103	MANHOLE (RCFC & WCDS MH 252)	EA	6		
136	017701A	MODIFIED MANHOLE 1	EA	4		
137	017701B	MODIFIED MANHOLE 2	EA	2		
138	017105	JUNCTION STRUCTURE (RCFC & WCDS JS 227)	EA	17		
139	017114	TRANSITION STRUCTURE (RCFC & WCDS TS 303)	EA	1		
140	017305	MINOR CONCRETE (TYPE A-8 CURB) (CRS 201)	LF	12,316		
141	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	7		
142	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	1,273		
143	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1		
144	000003	PRECONSTRUCTION SURVEY	LS	1		
145	066102	DUST ABATEMENT	LS	1		
146	066105	RESIDENT ENGINEERS OFFICE	LS	1		
147	066610	PARTNERING	LS	1		
148	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	1		
149	070030	LEAD COMPLIANCE PLAN	LS	1		
150	071321	TEMPORARY FENCE (TYPE CL-6)	LF	908		
151	071325	TEMPORARY FENCE (TYPE ESA)	LF	2,770		
152	074016	CONSTRUCTION SITE MANAGEMENT	LS	1		
153	120090	CONSTRUCTION AREA SIGNS	LS	1		
154	120100	TRAFFIC CONTROL SYSTEM	LS	1		
155	120165	CHANNELIZER (SURFACE MOUNTED)	EA	17		
156	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
157	150606	REMOVE FENCE (TYPE BW)	LF	1,197		
158	150608	REMOVE CHAIN LINK FENCE	LF	3,179		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (4-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 2: CLINTON KEITH ROAD, 4-LANE OPTION						
159	150608A	REMOVE WROUGHT IRON FENCE	LF	185		
160	000003	REMOVE CHAIN LINK FENCE (SLATTED)	LF	285		
161	150662	REMOVE METAL BEAM GUARD RAIL	LF	110		
162	150711	REMOVE PAINTED TRAFFIC STRIPE	LF	7,913		
163	150712	REMOVE PAINTED PAVEMENT MARKING	SQFT	1,104		
164	150742	REMOVE ROADSIDE SIGN	EA	12		
165	150771	REMOVE ASPHALT CONCRETE DIKE	LF	35		
166	152353	RECONSTRUCT IRRIGATION SYSTEM (TROI VALLEY)	LS	1		
167	152390	RELOCATE ROADSIDE SIGN	EA	3		
168	153103	COLD PLANE AND ASPHALT CONCRETE PAVEMENT	SQYD	347		
169	153130	REMOVE CONCRETE CURB	LF	77		
170	153121	REMOVE CONCRETE (CURB AND GUTTER)	LF	348		
171	153218	REMOVE CONCRETE SIDEWALK	SQFT	1,534		
172	153242A	REMOVE CONCRETE (CURB RAMP)	EA	1		
173	160101	CLEARING AND GRUBBING	LS	1		
174	170101	DEVELOP WATER SUPPLY	LS	1		
175	(F) 190101	ROADWAY EXCAVATION	CY	358,926		
176	(F) 190160	ROCK EXCAVATION (CONTROLLED BLASTING)	CY	70,000		
177	(F) 192003	STRUCTURE EXCAVATION (BRIDGE)	CY	954		
178	(F) 192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	7,991		
179	(F) 193003	STRUCTURE BACKFILL (BRIDGE)	CY	585		
180	(F) 193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	6,548		
181	(F) 193031	PERVIOUS BACKFILL (RETAINING WALL)	CY	341		
182	198205A	SUBGRADE ENHANCEMENT GEOTEXTILE (MULTI-AXIAL)	SQYD	72,678		
183	201600A	CONCRETE PAVER (TURFSTONE)	EA	630		
184	203031	EROSION CONTROL (TYPE D)	SQFT	22,486		
185	204099	PLANT ESTABLISHMENT WORK	LS	1		
186	210250	EROSION CONTROL (BONDED FIBER MATRIX WITH SEEDS)	SQFT	996,422		
187	210350	FIBER ROLLS	LF	73,420		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (4-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 2: CLINTON KEITH ROAD, 4-LANE OPTION						
188	210430B	HYDROSEED (WILDLIFE OVERCROSSING)	SQFT	137,692		
189	210430C	HYDROSEED (RIPARIAN AREA)	SQFT	9,393		
190	220101	FINISHING ROADWAY	LS	1		
191	260203	CLASS 2 AGGREGATE BASE	CY	19,701		
192	270014	CEMENT TREATED BASE (PLANT-MIXED, CLASS A)	CY	143		
193	390129	HOT MIX ASPHALT (TYPE C)	TON	14,812		
194	390132	HOT MIX ASPHALT (TYPE A)	TON	9,900		
195	405030	PORTLAND CEMENT CONCRETE	CY	204		
196	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3,162		
197	490617	90" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	384		
198	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
199	(F) 510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	313		
200	(F) 510053	STRUCTURAL CONCRETE, BRIDGE	CY	4,342		
201	(F) 510060	STRUCTURAL CONCRETE (RETAINING WALL)	CY	1,347		
202	(F) 510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	293		
203	(F) 510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	204		
204	510502A	MINOR CONCRETE (RETAINING WALL)	CY	26		
205	(F) 510526	MINOR CONCRETE (BACKFILL)	CY	9		
206	(F) 511064	FRACTURED RIB TEXTURE	SQFT	11,433		
207	519092	JOINT SEAL ASSEMBLY (MR=2 1/2")	LF	273		
208	(F) 519200A	WILDLIFE OVERCROSSING AND RETAINING WALL SYSTEM	LS	1		
209	519205A	WILDLIFE UNDERCROSSING SKYLIGHT	EA	6		
210	(F) 520102	BAR REINFORCING STEEL (BRIDGE)	LB	1,233,974		
211	(F) 520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	161,977		
212	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (0.80" - FRAMED)	SQFT	377		
213	566011	ROADSIDE SIGN - ONE POST	EA	69		
214	586001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	3		
215	598001	ANTI-GRAFFITI COATING	SQFT	11,433		
216	641125	36" PLASTIC PIPE	LF	428		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (4-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 2: CLINTON KEITH ROAD, 4-LANE OPTION						
217	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	1,207		
218	650416	24" REINFORCED CONCRETE PIPE (CLASS IV)	LF	4,566		
219	650420	30" REINFORCED CONCRETE PIPE (CLASS IV)	LF	1,103		
220	650424	36" REINFORCED CONCRETE PIPE (CLASS IV)	LF	1,958		
221	650440	60" REINFORCED CONCRETE PIPE (CLASS IV)	LF	534		
222	650480A	36" WILDLIFE CULVERT	LF	415		
223	650432	48" REINFORCED CONCRETE PIPE (CLASS IV)	LF	234		
224	665117	18" BITUMINOUS COATED STEEL PIPE (0.079" THICK)	LF	305		
225	665136	36" BITUMINOUS COATED STEEL PIPE (0.079" THICK)	LF	134		
226	665137	36" BITUMINOUS COATED STEEL PIPE RISER (0.109" THICK)	LF	24		
227	703233	GRATED LINE DRAIN	LF	79		
228	705011	18" STEEL FLARED END SECTION	EA	5		
229	705048	36" STEEL FLARED END SECTION	EA	1		
230	721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	257		
231	721017	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	4,928		
232	(F) 721030	ROCK SLOPE PROTECTION (1/2 TON, METHOD B)	CY	117		
233	729010	ROCK SLOPE PROTECTION FABRIC	SQYD	11,240		
234	727901	MINOR CONCRETE (DITCH LINING)	CY	9		
235	731516	MINOR CONCRETE (DRIVEWAY)	CY	17		
236	731521	MINOR CONCRETE (SIDEWALK)	CY	853		
237	(F) 750001	MISCELLANEOUS IRON AND STEEL	LB	3,243		
238	(F) 750501	MISCELLANEOUS METAL (BRIDGE)	LB	38,307		
239	800000A	ONE WAY ACCESS OPENING	EA	9		
240	800300	WIRE MESH FENCE (3/8"x3/8" MESH)	LF	9,265		
241	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	1,775		
242	800360A	FENCE (TYPE BW)	LF	870		
243	800365	CHAIN LINK FENCE (TYPE CL-6,SLATTED)	LF	290		
244	801100	WIRE MESH GATE (3/8"x3/8" MESH)	EA	4		
245	801365A	TUBULAR STEEL GATE	EA	4		

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

PROPOSAL (4-Lane Option)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 2: CLINTON KEITH ROAD, 4-LANE OPTION						
246	802620	16' CHAIN LINK GATE (TYPE CL-6)	EA	2		
247	000003	WROUGHT IRON FENCE	LF	205		
248	(F) 833000	METAL RAILING	LF	840		
249	833020	CHAIN LINK RAILING	LF	415		
250	839521	CABLE RAILING	LF	302		
251	839601	CRASH CUSHION (TYPE CAT)	EA	2		
252	839602	CRASH CUSHION (TYPE CAT BACKUP)	EA	2		
253	839701	CONCRETE BARRIER (TYPE 60)	LF	4,280		
254	(F) 839702	CONCRETE BARRIER (TYPE 60A)	LF	840		
255	839703	CONCRETE BARRIER (TYPE 60C)	LF	34		
256	839705	CONCRETE BARRIER (TYPE 60E MODIFIED)	LF	220		
257	839726	CONCRETE BARRIER (TYPE 736A)	LF	415		
258	(F) 839727	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	840		
259	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	72,085		
260	840505	6" THERMOPLASTIC TRAFFIC STRIPE	LF	413		
261	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	5,103		
262	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,885		
263	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,680		
264	860251	SIGNAL AND LIGHTING (CLINTON KEITH/MENIFEE)	LS	1		
265	860251	SIGNAL AND LIGHTING (CLINTON KEITH/ TROIS VALLEY)	LS	1		
266	860556	SOLAR LIGHTING ON WILDLIFE CROSSING (8 LIGHTS)	LS	1		
267	860557	SOLAR LIGHTING ON WARM SPRINGS CREEK BRIDGE (4 LIGHTS)	LS	1		
268	(F) 860704A	2" INTERCONNECT CONDUIT AND TRACER WIRE	LF	2,800		
269	861497	MODIFY SIGNAL AND LIGHTING (CLINTON KEITH/WHITEWOOD)	LS	1		
270	(F) 867014	12 SINGLE MODE FIBER OPTIC CABLE	LF	2,800		
271	869039A	NO.6 PULL BOX	EA	11		
272	019901	MOBILIZATION,DEMOBILZATION, AND FINAL CLEAN UP	LS	1		

ALTERNATE BID
SCHEDULE 2

TOTAL: _____ \$ _____

ITEMS 133-272

"WORDS"

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

**Clinton Keith Road Construction Project - Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472**

PROPOSAL (EMWD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE 3: EASTERN MUNICIPAL WATER DISTRICT						
273	000003	EMWD WATER LINE THROUGH WARM SPRINGS CREEK	LS	1		

ALTERNATE BID
SCHEDULE 3

TOTAL: _____ \$ _____
ITEM 273 "WORDS"

ALTERNATE BID SCHEDULES 1, 2 AND 3

PROJECT

TOTAL: _____ \$ _____
ITEMS 1-273 "WORDS"

In addition to 'Instruction to Bidders' item 13, Alternate Bid Schedules:

- The County may award Alternate Bid Schedule 1 or Alternate Bid Schedule 2 items of work.
- If Alternate Bid Schedule 1 is selected, then Alternate Bid Schedule 2 will not be awarded and vice versa.

Note: See 'Instructions to Bidders' item 15, Like Bid Items. "Like Bid Item" bidding requirement does not apply to this project.

Bidder Data and Signature

Name of Bidder: _____

Type of organization: _____

Person(s) authorized to sign for Bidder: _____

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: _____
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: _____

P.O. Box- Number: _____

P.O. Box- City, State, Zip Code: _____

Phone: (_____) _____

Facsimile: (_____) _____

E-mail: _____

Contractor's license number: _____

License Classification(s): _____

Expiration date: _____

Department of Industrial Relations Registration Number: _____

Bidder Data and Signature (continued)

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Clinton Keith Road Construction Project – Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature: _____

Name (printed): _____

Title: _____
"Contractor"

Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): _____

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>
7.						<input type="checkbox"/>

(If applicable, check box.)
 Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: _____%

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

Non-Collusion Declaration

To be executed by bidder and submitted with bid.
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the _____ (Title) of _____ (Company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

_____ (Month) _____ (Day) of _____ (Year),

at _____ (City), _____ (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

Note: Notarization of signature required.
 Check box if attachment is included.

Iran Contracting Act

(Public Contract Code sections 2200-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Bid Bond

Recitals:

1. _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Clinton Keith Road Construction Project – Phase 2, From Whitewood Road to Leon Road, In the City of Murrieta and French Valley Area, Project No. B2-0472** in accordance with a Notice Inviting Bids from the County.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: _____

Signatures:

By: _____ By: _____

Title: Attorney in Fact Title: _____
"Surety" "Contractor"

STATE OF _____ }
COUNTY _____ } ss. SURETY'S ACKNOWLEDGEMENT
OF _____ }

On _____ before me, _____ personally appeared, _____ known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and _____, hereafter called "Contractor".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, _____, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2010** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda _____, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by the Contractor in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by the Contractor at his own risk and as a volunteer and subject to the following:

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Clinton Keith Road Construction Project – Phase 2
From Whitewood Road to Leon Road
In the City of Murrieta and French Valley Area
Project No. B2-0472**

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

COUNTY OF RIVERSIDE

CONTRACTOR

BY: _____

BY: _____

Chairman, Board of Supervisors

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: _____

TITLE: _____

Deputy

Licensed in accordance with an act providing
for the registration of Contractors,

License No. _____

Federal Employer Identification Number:

BY _____

"County"

_____ "Corporation"
(Seal)

Performance Bond

Recitals:

1. _____(Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as _____.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ _____ and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

Payment Bond

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are _____, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ _____, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of _____.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

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General Conditions

1. Definitions and Terms

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

- A. "Department", "Department of Transportation", "State", and "State of California" means the County of Riverside.
- B. "Engineer", and "Director" means the Director of Transportation and Land Management Agency (TLMA) for the County of Riverside, and includes his authorized representatives.
- C. "Laboratory" means the established laboratory of the County of Riverside.
- D. "Plans" means the portion of the Contract Documents consisting of all drawings prepared for the direction and characteristics of the work. A schedule of said drawings which constitutes the plans as of the execution of the Contract is set forth in the Special Provisions and are supplemented by the Standard Plans referred to in the Special Provisions.

Other terms appearing in the Standard Specifications and Contract Documents, including the Special Provisions, shall have the intent and meaning specified in Section 1-1.07, "Definitions" of the Standard Specifications. The following are additional terms appearing in the Contract Documents:

- "County", "Contractor" and "Contract Documents" are identified in the Contract. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- "Business Day" is defined as 7:30 a.m. to 5:30 p.m. Monday through Friday, excepting therefrom when County is closed for holidays as set forth in County Ordinance 358, Section 1, items c. through q.
- "You" and "Your" means the Bidder and/or Contractor.

2. Standard Specifications

The Standard Specifications of the State of California Department of Transportation, edition of 2010 hereafter called "Standard Specifications", including amendments and revisions to the Standard Specifications, are incorporated herein as modified in these General Conditions, the Instructions to Bidders, the Special Provisions and the Plans.

General Conditions govern over all the Contract Documents except the Special Provisions, the Contract, and Bonds.

The following subsections of the Standard Specifications are deleted:

- 2-1.15C(2), DVBE Incentive
- 3-1.08, Small Business Participation Report
- 3-1.11, Payee Data Record
- 8-1.04, Standard Start
- 12-1.03, Flagging Costs

The Standard Specifications of the State of California Department of Transportation, edition as listed in Special Provision Specifications and Plans General Section 1-1.01, hereafter called "Standard Specifications", are incorporated herein as modified in these Special Provisions and the Plans.

Amendments to the Standard Specifications for this project, **as dated in the Special Provisions**, are incorporated herein. This document is available upon request at the office of the County of Riverside Transportation Department and will be available to the awarded Contractor.

Amendments to the Standard Specifications set forth in the Special Provisions shall be considered as part of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications.

In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength, utility, performance shall be selected, as directed by the Engineer.

3. Director of Transportation and Land Management Agency (TLMA)

All work shall be done under the supervision of the Director of TLMA who shall determine the amount, quality, acceptability and fitness of all parts of the work, and interpret the Contract Documents. No act or omission of the Director of TLMA relieves Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

Upon request, Director of TLMA shall reduce to writing any oral order, objection, requirement or determination. Whenever the Director of TLMA's approval is required, it shall be in writing only.

All communications to the County by Contractor shall be via the Director of TLMA, or such individual(s) as may be designated by the Director of TLMA in his discretion.

No work shall be performed on site other than during normal working hours without the knowledge and consent of the Director of TLMA.

When in Director of TLMA's opinion, weather or other conditions are such that attempts to perform a portion of the work will probably result in work not in accordance with the Contract Documents, he shall so advise the Contractor. When Contractor advises the Director of TLMA that he intends to proceed despite such advice, he does so at his peril. The Director of TLMA may then order Contractor, in writing which specifies the portion of the work involved and the conditions warranting the issuance of the order, not to proceed on such portion of the work if: (1) proceeding will, in his judgment, have an adverse effect on Contractor's ability to complete the work within the stipulated time period, or (2) proceeding will, in his judgment, necessitate unusual tests and procedures to ascertain whether said portion of the work is in accordance with the Contract Documents. Contractor shall comply with such orders at its expense.

Nothing herein contained relieves Contractor from the duty to make independent determinations as to weather and other conditions affecting the proper completion of the work.

Failure for any reason of Director of TLMA to advise Contractor as to such matters, or to issue an order as above provided, does not relieve the Contractor from the duty to accomplish the work in accordance with the Contract Documents.

As stated elsewhere, amounts shown in the Bid and Contract as to quantities are merely estimates only. From time to time Director of TLMA shall direct Contractor as to the prosecution of the work in such a manner as to increase or decrease such estimates as to the work actually to be done. Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit price set out in the Contract.

4. Insurance and Hold Harmless

In lieu of the provisions of Standard Specification Section 3-1.07, "Insurance Policies" and Section 7-1.06, "Insurance, the following shall apply:

A. General:

Contractor shall submit to the County a Certificate of Insurance, signed by an authorized representative of the Contractor's insurance provider or agency, which certifies to the County that insurance coverage is provided in accordance with the requirements of this Section.

Certificate Holder information is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Contractor shall not commence work under the Contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to and accepted by the County.

The County may suspend all Contractor project work activities, at the Contractor's expense, for failure to maintain insurance coverage.

B. Workers Compensation:

The Contractor shall maintain statutory Workers' Compensation Insurance (Part 1) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Part 2) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

This policy shall be endorsed, and signed, to waive subrogation in favor of the County.

This policy shall also name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

C. Commercial General Liability:

Commercial General Liability insurance coverage includes but not limited to:

1. Premises, operations and mobile equipment liability
2. Products and completed operations liability
3. Broad form property damage, (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal and advertising injury
6. Unmodified contractual liability
7. Cross liability coverage
8. Covering claims which may arise from or out of Contractor's performance of its obligations hereunder.

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

Higher limits may be required for projects with higher risk exposure, and higher limits, if required, will be included in the Special Provisions.

Where excess liability insurance is used in connection with primary liability insurance, the combination of such coverage sum must allow total limits of liability to be in amounts not less than the specified amounts.

This policy shall name the “County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives” as Additional Insureds.

For additional insured endorsement for excess liability insurance, an acceptable alternative to the policies is a letter, signed by an authorized representative of the insurance carrier, confirming in writing that the policy follows form with respect to the primary liability policy.

D. Automobile Liability:

Contractor shall maintain liability insurance for any auto, all owned, non-owned and hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit.

Policy shall name the “County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives” as Additional Insureds.

E. General Insurance Provisions:

1. **Insurer.** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

Non-admitted/Surplus Line insurance carriers (carriers not licensed in the State of California) may be acceptable to the County under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- a. Domiciled or authorized to do business in the United States and/or listed as an approved insurance carrier on the California Department of Insurance's List of Approved Surplus Line Insurers (LASLI) list,
 - b. Have an AM Best rating of not less than A: VIII (A:8), and
 - c. Insurer is authorized to transact in the type of insurance provided.
2. ***Self-insured retention (SIR)***. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either:
- a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
 - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. ***Certificate, policy, endorsements and attachments***. Contractor shall cause Contractor's insurance carrier(s) to furnish the County with:
- a. A properly executed original Certificate(s) of Insurance and certified original copies of signed endorsements effecting coverage as required herein, and
 - b. All endorsements must include a reference to the policy by type of insurance and policy number that it is endorsing, and
 - c. If requested to do so by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (For nonpayment of premium cause for cancellation, a written notice of at least ten (10) days is allowed per California Insurance Code §662(a)). In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. **Primary insurance.** It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. **Subcontractor(s).** Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
6. **Self-insurance.** The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the County.
7. **Claim notification.** Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.
8. **Certificate Holder.** Certificate address information for this project is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

F. Hold Harmless/Indemnification:

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from the Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

5. Beginning of Work, Time of Completion, and Liquidated Damages

Attention is directed to Instruction to Bidders Section 12, "Hours of Work."

Attention is directed to the Special Provision Section "Prosecution and Progress".

Attention is directed to the Special Provision Section "Time of Completion".

Attention is directed to the Special Provision Section "Liquidated Damages".

6. County's Right to Stop Work or Terminate the Contract

(1) Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or (2) a receiver or liquidator is appointed for Contractor or any of his property, or (3) Contractor shall refuse or fail after Notice of Warning from County by Director of TLMA to supply sufficient properly skilled workmen or suitable materials, or (4) Contractor fails to prosecute the work with such diligence as will insure its completion within the stipulated time period, or (5) Contractor shall fail to make payments to persons supplying labor or materials for the work, or (6) Contractor does not comply with applicable law or instructions of Director of TLMA, or (7) Contractor is otherwise guilty of a substantial violation of any provision of the Contract Documents, then County without prejudice to such other and further right, remedy or relief it may be entitled to, may by ten (10) days notice to Contractor, terminate the employment of Contractor and his right to proceed, either as to the entire work, or at County's option, as to any portion thereof as to which delay shall have occurred or

breach or noncompliance relates, and may thereupon take possession of the affected work and complete the work by contract or otherwise, as County deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of County occasioned by Contractor's failure to properly perform, such excess shall be paid by Contractor. If such expense and damage exceeds the unpaid balance, Contractor is liable to County for the excess. If County elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, plant and equipment on site which may be necessary or convenient for the purpose of completing the work, County is expressly granted the right - acting via Director of TLMA, an Engineer or otherwise - to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount (Public Contract Code §7105(a)), provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Owner, upon certification by the Engineer, may, without prejudice to any other right of remedy, terminate the contract.

Decision by County not to proceed under this Section does not constitute a waiver by County of any right it might from time to time have against Contractor under the Contract Documents.

7. General Prevailing Wage:

Attention is directed to General Conditions Section 8, "Labor Code".

Attention is also directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to §1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

Pursuant to §1774 of the Labor Code, contractor and subcontractors shall pay not less than the specified prevailing rates of wages to all workmen employed in the Contract.

General prevailing wage determinations are on file at Transportation Department Washington Street Yard's Construction/Inspection office and are available to any interested party upon written request.

General prevailing wage determinations are also made by the DIR Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 may also be obtained at the following URL:

www.dir.ca.gov/DLSR/PWD/index.htm

The Contractor must post a copy of the determination of the DIR prevailing rate of per diem wages at each job site.

8. Labor Code

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other requirements with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, overtime, apprentices, securing worker's compensation insurance, payroll records, registration with the DIR, and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor and his subcontractors shall comply with the provisions of § 1725.5 of the Labor Code regarding registration with the DIR. Registration with the DIR Division of Labor Standards Enforcement can be done online using the following URL:

<https://efiling.dir.ca.gov/PWCR>

Contractor and his subcontractors shall comply with the provisions of § 1776 of the Labor Code regarding payroll records.

Contractor and his subcontractors shall comply with the provisions of § 1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site, during the course of the work, notices and a copy of County's "Determination of Prevailing Wage Rates". Copies of said Determination are available at Transportation Department Washington Street Yard's Contraction/Inspection office for this purpose.

9. Labor Nondiscrimination

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

10. Equal Employment Opportunity

A. General

Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract shall comply with the provisions of the California Fair Employment Practice Act (commencing with SS 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by Owner and any State or Federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

Owner may assign an affirmative action representative to monitor Contractor and its subcontractor(s) conduct required by this Section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents specific requirements may be contained covering the same subject matter of this Section. If so, such specific requirements prevail over this Section in case of conflict.

B. Transactions of \$10,000 or Under

Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this Section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Section. With respect to contracts and

subcontracts for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

C. Transactions in Excess of \$10,000, but Less Than \$50,000

At Owner's request, Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of its affirmative action plan and furnish Owner a copy of the plan upon request. Owner may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by Owner, setting forth definite goals during the term of the Contract.

D. Transactions of \$50,000 or More

If Contractor has fifty or more employees and a Contract for \$50,000 or more, it shall develop and submit to Owner, within thirty days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties, and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has fifty or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the twelve month period immediately prior to award, or the total number of employees the Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

E. Federal Assisted Construction

If this project is a Federally assisted construction project, then the contract provisions contained in 41 CFR SS 60-1.04 (b) are incorporated herein and the Contractor shall likewise incorporate said provisions in each subcontract entered by Contractor to perform the work. Federally assisted construction is identified as such in the Notice to Bidders.

11. Subcontracting

Attention is directed to:

- Standard Specification Section 2-1.33C, "Subcontractor List",
- Standard Specification Section 5-1.13, "Subcontracting", and
- Instruction to Bidders Section 11, "Subletting, Subcontracting, and Subcontractor List".

Contractor responsibility

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

Violations and remedies

If the Contractor violates Public Contract Code § 4100 et seq., the County may exercise the remedies provided under Public Contract Code § 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

50% Minimum work performance

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. The fifth paragraph is deleted for Subcontracting Standard Provision subsection 5-1.13A, "General".

Subcontractor compliance

Each subcontractor must comply with the contract.

Active license

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business & Professional Code, § 7000 et seq.).

Submittal of subcontracts

Contractor must submit copies of subcontracts upon request by the Engineer.

Submittal of subcontractor request form

Before subcontracted work starts, Contractor must submit a Subcontracting Request form (Caltrans LAPM, Exhibit 16-B).

Debarred contractors

The County will not award a contract to a debarred Contractor. Contractor must not use a debarred subcontractor. Pursuant to the provisions in §1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a current list of contractors ineligible to perform work on a public works project. This list of debarred contractors is available from the DIR web address at:

<http://www.dir.ca.gov/dlse/debar.html>

Termination of unsatisfactory subcontractors

Upon request by the Engineer, Contractor must immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily (Public Contract Code §4107(a)(7)).

Substitutions

Subcontractor substitutions will be processed as required by Public Contract Code § 4107 et seq. A subcontractor not registered with the DIR is an additional condition to the listed qualifications for substitutions (Public Contract Code 1771.1(d)).

12. Monthly Progress Estimates and Payments

Attention is directed to Section 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of timely payment, the "receipt of payment request" date, as described in Public Contract Code 20104.50 and as referred to herein, shall be considered to be the fifth working day following the 25th day of each month.

Within five (5) working days of the 25th day of each month the County shall:

- A. Calculate and prepare the certificate ("progress pay estimate") stating the value of the work completed for the billing month, for the purpose of determining the proper progress payment amount.
- B. If a progress pay estimate has been prepared by the County but has been contested by the Contractor as of the "receipt of payment request" date, as defined above, the County shall submit to the Contractor a document setting forth in writing a description of the dispute pertaining to the progress billing, and the County's reason for its position. Said document shall be submitted to the Contractor as soon as practicable, but not later than seven (7) calendar days after the "receipt of payment request" date.

Any progress pay estimate which is undisputed and remains unpaid for thirty (30) calendar days, after the "receipt of payment request date" shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the County exceeds the seven-day submittal requirement set forth in the paragraph above.

Pursuant to Public Contract Code §20104.50, subsection (e), the progress payment date is the date that funds are encumbered and the payment warrant is issued.

The partial payments made as the work progresses will be payment on account on work performed as of the 25th of the month and shall in no way be considered as an acceptance of any part of the work or material of the contract, nor shall they in any way govern the final estimate.

No estimate or payment shall be made when, in the judgment of the Director of TLMA, the total value of the work done since the previous estimate amounts to less than \$300.

13. Deposit of Securities

In accordance with Public Contract Code §22300 and other applicable law, the Contractor may substitute securities for any moneys withheld to ensure performance under the contract.

14. Payment Retention

Director of TLMA, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth by Public Contract Code §7201 and any other referenced text, shall be five (5%).

15. Payment for Extra Work (Force Account Basis)

Extra work to be paid for on a force account basis as directed by the Engineer will be paid for as set forth in Section 9-1.04 "Force Account" of the Standard Specifications. The labor surcharge, equipment rental rates, and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". A copy of which is on file at the Office of the Director of TLMA and is hereby incorporated herein in its entirety.

16. Change Orders – Detail Drawings and Instructions

Reference is made to 4-1.05, "Changes and Extra Work" of the Standard Specifications regarding change orders.

Each approved change order shall be considered as an amendment to the Contract Documents and will not be considered approved until executed by the Board of Supervisors, except when Director of TLMA can approve certain change orders, without the necessity of approval by the Board, as provided in a Resolution of the Board adopted January 11, 2011, Resolution 2011-015.

The above does not limit the ability of Director of TLMA to issue further detail drawings, explanations, and instructions which are customarily given by an Engineer during the course of similar work. Director of TLMA will furnish Contractor, in reasonable promptness, with further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work, and Contractor shall conform to same provided they are consistent with the intent of the Contract Documents. In giving such additional instructions,

explanations and drawings Director of TLMA has authority to make minor changes in the work which do not involve extra cost and are not inconsistent with the Contract Documents.

Contractor's acting on such instructions, explanations and drawings of Director of TLMA means that Contractor agrees that such explanations, instructions and drawings are within the scope of the work in accordance with the intent of the Contract Documents and do not constitute a basis for modification of the Contract Documents as to price or time.

17. Final Payment

Within thirty (30) days after the completion of the work and its acceptance by the Board of Supervisors, Director of TLMA will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to Contractor. Within thirty (30) days thereafter Contractor shall submit to Director of TLMA his written approval of said proposed final estimate or a written statement of all claims which he has for additional compensation claimed to be due under the contract.

On Contractor's approval or if he files no claims within said period of thirty (30) days, Director of TLMA will issue a final written estimate as submitted to Contractor and County shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract.

If Contractor files claim(s) within said period of thirty (30) days, Director of TLMA will issue as a semi-final estimate the proposed estimate submitted to Contractor and the County will within thirty (30) days pay the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract, Director of TLMA shall then consider and investigate Contractor's claims and shall make such revisions in the said estimate as he may find to be due, and shall then make and issue his final written estimate. County will pay the amount so found due after deducting all previous payments and amount to be retained under the contract.

All prior or partial estimates and payments shall be subjected to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done there under and compensation therefore, except in the case of gross error. Acceptance of final payment constitutes a release of County by Contractor of all claims relating to the work.

18. Assignment of Claims

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to

all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

19. Arbitrations

Section 9-1.22, "Arbitration" of the Standard Specifications is deleted.

20. Claims Resolution

In accordance with Public Contract Code §20104 through §20104.8 and other applicable law, public works claims of \$375,000 or less, which arise between the Contractor and the Owner shall be resolved following the statutory procedure, unless the Owner has elected to resolve the dispute pursuant to Public Contract Code SS 10240 et seq.

A. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.

1. Claims Under or equal to \$50,000

The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses of claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

2. Claims over \$50,000 but less than or equal to \$375,000

The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses of claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be

- submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.
- B. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meeting and confer conference within 30 days.
 - C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
 - D. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS 20104.4 shall be followed, providing for non-binding mediation and judicial arbitration.

21. Brand or Trade Name – Substitute of Equals

Attention is directed to Section 6-3.02, “Specific Brand or Trade Name and Substitution.”

Reference is made to §3400 of the Public Contracts Code, which is by this reference incorporated herein with like effect as if here set forth in full.

If a potential Bidder believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential bidder may so advise Director of TLMA of such fact, giving all relevant information. If appropriate, an addendum will be issued as to the alleged equal provided that such issuance may be accomplished at least 5 business days before the time fixed for opening bids.

Unless the subject article or product is expressly designated for matching others in use in a particular public improvement either completed or in the course of completion, any bidder may, as part of its bid proposal, include a request for substitution of an item equal to any specified by brand or trade name.

Within 30 calendar days after award of the contract, Contractor may submit to Director of TLMA data substantiating such a request, and the difference, if any, in cost. Director of TLMA shall promptly investigate the request and make a recommendation to County as to equality. The governing body of County shall promptly determine whether the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify Director of TLMA of the determination made, who shall advise Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted.

Nothing herein shall authorize a change in the contract price or prevent the use of change orders in the manner provided elsewhere in the Contract Documents.

22. Site Inspection – Effect of Other Improvements Shown and Contractor Procedure

Elsewhere in the Contract Documents reference may be made graphically, descriptively, or both, to the existence or possible existence of other improvements affecting the site and the prosecution of the work such as surface and subsurface utilities, drainage ditches and courses, buildings, fencing, retaining walls, roadways, curbs, trees, shrubs, and similar matters. Such matters are included to be used by Contractor to the extent he deems appropriate. However, it is expressly understood and agreed:

- A. Showing or describing such items does not mean that it is an exhaustive and complete presentation and that as to matters shown or described that they necessarily exist.
- B. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
- C. Whenever in the plans survey markers are shown, boundaries of the site are shown or contour lines are shown, Contractor may assume that such matters are shown in accordance with acceptable standards.

All improvements of the nature described above, whether elsewhere shown or described or not, shall, unless the contrary is elsewhere specifically directed, remain in place, undisturbed and suitably protected during the course of the work.

Whenever, during the course of the work, a subsurface improvement is discovered, which Contractor believes is unknown to County, he shall immediately inform Director of TLMA. Except as elsewhere provided, whenever in the course of the work it becomes apparent that the work cannot proceed without the destruction or relocation of any improvement, whether shown or described or not, Contractor shall immediately cease work affecting such improvements, notify Director of TLMA as to such circumstance, and await instructions as to how to proceed.

- D. The Contractor shall be required to cooperate fully with all utility forces or forces of other public agencies engaged in relocation, lowering, altering or otherwise rearranging any facilities interfering with the progress of work or installing any facilities thereon.

The Contractor will also be required to cooperate fully with any County or State forces working on or near the project, or requiring access to the work in the performance of their duties.

23. Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions.

The Contractor shall install Type K temporary railing between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations

The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 1 foot deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles

The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas

Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of Type K temporary railing installed in conformance with the provisions in this Special Provision section "Public Safety" and in Section 7-1.04, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Type K Temporary railing shall conform to the provisions in Section 12-3.08, "Type K Temporary Railing" of the Standard Specifications. Type K Temporary Railing, conforming to the details shown on 2010 Standard Plans T3A and T3B, may be used. Type K Temporary Railing fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions, if applicable.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic Posted Limit	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this Section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Payment

Full compensation for conforming to the provisions in this Section, Public Safety, including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

24. Extra Work

Section 4-1.05, "Changes and Extra Work" of the Standard Specifications is amended by adding the following:

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time of completion will be made.

25. Noise Control

Noise control shall conform to the provisions in Section 14-8.02, "Noise Control" of the Standard Specifications and these Special Provisions.

Section 14-8.02A, "General", second paragraph, is deleted and replaced with the following: The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA LMax at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Payment

Full compensation for conforming to the requirements of this Section, Noise Control, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

26. Use, Care and Protection of Premises

Attention is directed to Section 5-1.36, "Property and Facility Preservations" of the Standard Specifications.

At his expense Contractor shall:

- A. Take every precaution against injuries to persons or damage to property.
- B. Comply with regulations governing the use of the property.

- C. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- D. Place on the work only such loads as are consistent with the safety of the work.
- E. Effect all cutting, fitting, or patching of his work required to make it conform to the Plans and Specifications and interrelate with other improvements or except with the consent of Director of TLMA, cut or otherwise alter existing improvements.
- F. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed, or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Director of TLMA.
- G. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- H. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- I. Guard County's property from injury or loss.
- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

Payment

Full compensation for conforming to the requirements of this Section, Use, Care and Protection of Premises, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

27. Obstructions

Attention is directed to Section 5-1.36D, "Nonhighway Facilities", Section 15, "Existing Facilities" and 51-1.03E(9), "Utility Facilities", of the Standard Specifications and these Special Provisions.

In the event that the utility facilities mentioned within the referenced Standard Specifications and/or Special Provisions are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the County will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays" of the Standard Specifications, except as provided in the previous paragraph referenced sections of the Standard Specifications.

28. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with §25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by as Extra Work.

If delay of work in the area delays the current controlling operation, the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

29. Documents of Contractor

Upon demand, Contractor shall make available to County all documents in its possession relevant to the work accomplished or to be accomplished or any demand or claim of Contractor as to County. This includes copies of documents sent by Contractor or others in its possession. Contractor shall further make available to County conformed copies of all documents submitted to the sureties who executed the Bid Bond, Performance Bond, or Payment Bond for the purpose of obtaining the sureties' signature, including any guarantee or indemnification made to such surety by others for such purpose. Contractor shall maintain in his possession all documents relative to the work for three years after Notice of Completion.

30. Responsibility of Contractor to Act in an Emergency

In case of an emergency which threatens loss or injury to property or life, Contractor shall act without previous instructions as the situation may warrant. Contractor shall notify Director of TLMA immediately thereafter. Any compensation claimed by Contractor, together with substantiating documentation shall be submitted to County via Director of TLMA.

31. Final Inspection – Notice of Completion

When the work is ready for final inspection, County shall cause the work to be inspected and subjected to such tests as seem to it to be required for the purpose of determining if the work is complete in every respect.

At a meeting of the governing body of County held within ten (10) days after final inspection, the governing body shall consider the facts developed at the inspection. If it is found that the work is apparently complete in every respect, County will accept the work and a Notice of Completion will be recorded.

As between the parties, the recordation of the Notice of Completion, unless recorded because of a cessation of labor, means only that the time for final payment and the commencement of the guarantee period commences to run.

32. Dust Abatement

Dust control shall conform to Section 14-9.03, “Dust Control”, Section 14-9.02, “Air Pollution Control”, Section 17, “Watering”, and Section 18, “Dust Palliative” of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, “Fugitive Dust Reduction Program For Coachella Valley” (if project location is within the Coachella Valley), all other applicable Federal and State laws, and the requirements set forth herein.

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County, as Owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor’s operations related to the construction contract, which may be levied against both the Contractor and the County by the AQMD or other regulatory agencies. The Contractor’s attention is directed to Section 7-1.02, “Laws” and Section 7-1.02A of the Standard Specifications. The cost of all fines levied against the County will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

Dust control of all of the Contractor’s operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project

site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent their operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Particular concern of emissions is PM10 particles. PM10 particles are fine particulate matter of 10 microns or less which are associated with sickness and death from respiratory disease.

The Contractor shall furnish and post dust mitigation signs, which shall be, at a minimum, in accordance with the "AQMD Recommendations", attached hereto (See Appendix). Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the Engineer prior to fabrication.

The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley Area of Riverside County. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.05, "Time" of the Standard Specifications.

The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. For projects within the Coachella Valley, the "Reasonably Available Control Measures" may be employed, if effective within the context of the AQMD rules. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

A site-specific fugitive dust control plan shall be submitted to the Engineer for review and approval at least 10 days prior to the start of construction. Additionally, for projects outside of the Coachella Valley which meet the criteria for AQMD plan approval, the Contractor shall submit the dust control plan to AQMD for approval. AQMD plan submittal criteria is defined in AQMD Rule 403 as being for projects that will have disturbed surface area in excess of 100 acres, or for projects with a scope of work which requires the movement of more than 10,000 cubic yards of soil on each of any three working days.

A sample plan and other pertinent information is attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application

of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor's responsibilities for the control of fugitive dust and the other requirements of this Section may not be waived.

A completion notice will not be filed, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust.

The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer. Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. Current AQMD certification of previous attendance will be accepted.

At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the "Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

The signature of the Contractor on the Bid constitutes acknowledgement by the Contractor of the dust control requirements established by law and described herein, and the enforceability of those requirements.

Payment

When the contract includes a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be paid at the lump sum price for Dust Abatement, and no additional compensation will be allowed therefor.

When the contract does not include a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

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DIVISION 0 COUNTY PROVISIONS

00 COUNTY MISCELLANEOUS

00-1.01 PROJECT DESCRIPTION:

Attention is directed to Section 4 "SCOPE OF WORK" of the Standard Specifications.

In general this project proposes to construct Clinton Keith Road, from Whitewood Road to Leon Road, in the City of Murrieta and French Valley area of Riverside County. There are two design options that are being proposed. All work specified, indicated, shown or described in the plans and special provisions shall be in conformance with the State of California, Department of Transportation Standard Plans DATED 2010 and Standard Specifications DATED 2010 and these special provisions.

The proposed improvements for the two-lane design option will include the following:

- A. Road improvement: grade full width and construct southern half width of Clinton Keith Road.
- B. Traffic signals: Installation of new traffic signal at the intersection of Clinton Keith Road and Trois Valley Street, and modification of existing traffic signal at the intersection of Clinton Keith Road and Whitewood Road.
- C. Bridge: construct a bridge over Warm Springs Creek, and a wildlife overcrossing and retaining wall system east of Warm Springs Creek.
- D. Associated improvements: construct drainage improvements, curb and gutter, driveways, sidewalk, bus pads, curb ramps, concrete barrier, and install roadside signs, fence, thermoplastic markings and stripes.
- E. Utility Improvements: An alternative bid item is proposed to construct an EMWD water line through Warm Springs Creek Bridge.

The proposed improvements for the four-lane design option will include the following:

- A. Road improvement: grade full width and construct four lanes of Clinton Keith Road.
- B. Traffic signals: Installation of new traffic signals at the intersections of Clinton Keith Road with Trois Valley Street and Menifee Road, and modification of existing traffic signal at the intersection of Clinton Keith Road and Whitewood Road.
- C. Bridge: construct a bridge over Warm Springs Creek, and a wildlife overcrossing and retaining wall system east of Warm Springs Creek.
- D. Associated improvements: construct drainage improvements, curb and gutter, driveways, sidewalk, bus pads, curb ramps, concrete barrier, and install roadside signs, fence, thermoplastic markings and stripes.
- E. Utility Improvements: An alternative bid item is proposed to construct an EMWD water line through Warm Springs Creek Bridge.

00-1.02 NOTICE:

The "Proposal and Contract" book has been re-titled and is now the "Bid" book. These terms shall be considered as equivalent.

The "Contractor's Proposal" has been re-titled as is now the "Bid". These terms shall be considered as equivalent.

The "Notice to Contractors" has been re-titled and is now the "Notice to Bidders". These terms shall be considered as equivalent.

00-1.03 TIME OF COMPLETION:

For either design option, the Contractor shall diligently prosecute the work to completion before the expiration of **360 working days**, as defined in section 1-1.07B Glossary of the 2010 Caltrans Standard Specifications, from the date stated in the "Notice to Proceed". Contractor's attention is directed to section 00-1.23 of the County's provisions for County's Designated legal holidays.

00-1.04 LIQUIDATED DAMAGES:

The Contractor shall pay to the County the sum of **\$ 10,500 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Time of Completion Special Provision.

Additional Liquidated Damages:

Project Appearance

If the Contractor fails to comply with the requirements of Special Provisions Section 00-1.19, "PROJECT APPEARANCE", the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every calendar day's delay after the expiration of 48 hours notification from the Engineer.

Equipment Order

In addition to the liquidated damages set forth above, refer to Special Provisions Section "Signal and Highway Lighting System", Sub-section C "Equipment Orders".

00-1.05 ADDITIONAL WORKING DAY RESTRICTIONS AND LIQUIDATED DAMAGES:

The 1st working day is the 15th day after the issuance of the Notice To Proceed.

Do not start work at the job site until the Engineer approves your submittal for:

1. Baseline Progress Schedule (Critical Path Method),
2. Storm Water Pollution Prevention Plan (SWPPP),
3. Traffic Control Plan,

You may enter the job site only to measure controlling field dimensions and locating utilities. Do not start other work activities until all the submittals from the above list are approved.

You may start work at the job site before the 15th day after the issuance of Notice to Proceed if:

1. You obtain required approval for each submittal before the 15th day

2. The Engineer authorizes it in writing

The Department grants a time extension if a delay is beyond your control and prevents you from starting work at the job site on the 1st working day.

00-1.06 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:

In addition to the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents, the Contractor's Certificate of Insurance and additional insured endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. The County of Riverside, its supervisors and appointed officials, employees, agents, and representatives,
2. The City of Murrieta, its elected and appointed officials, employees, agents, and representatives
3. The Riverside County Transportation Commission, its supervisors and appointed officials, employees, agents, and representatives.
4. Eastern Municipal Water District, its elected and appointed officials, employees, agents, and representatives.

Each of the above listed entities shall also be held harmless, in accordance with the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents.

Payment

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

00-1.07 ADDITIONAL INSURANCE REQUIREMENTS, COURSE OF CONSTRUCTION INSURANCE:

The Contractor shall provide evidence of insurance and the required endorsements in accordance with these Special Provisions and shall declare all terms, conditions, coverage, limits, and policy deductible.

Contractor shall provide All Risk Builder's Risk (Course of Construction) insurance, including earthquake and flood, property at off-site storage locations and while in transit. Coverage shall include collapse, faulty workmanship debris removal, expediting expense, Fire Department Service charges, valuable papers and records, trees, grass, shrubbery and plants. Policy shall be written on a completed value form. Policy shall also provide coverage for temporary structures (onsite and offices, etc.), fixtures, machinery and equipment being installed as part of the construction project and Business Interruption coverage.

Contractor shall insure its own machinery, equipment, tools, etc., from any loss of any nature whatsoever. Coverage must be provided for the full term of construction, for the full value of the contract, with the following entities being named as insured or additionally insured regarding their respective interests under this contract:

1. Prime Contractor
2. All Subcontractors
3. County of Riverside
4. All owner's of right of way affected by this construction contract.
5. All owners of utilities affected by the construction contract.

The occurrence limit of the Course of Construction Insurance shall be for the full value of the contract. Course of Construction insurance shall include coverage for earth movement and flood damage, for the full value of the contract.

Course of Construction coverage shall be for all work included in the construction contract, as awarded by the County of Riverside.

Your attention is directed to section 00-1.09 "PROGRESS PAYMENT RESTRICTIONS" of these Special Provisions.

Payment

Full compensation shall be considered as included in the lump sum price for Course of Construction Insurance, and no additional compensation will be allowed therefor.

00-1.08 ENCROACHMENT PERMIT:

It shall be the responsibility of the Contractor to obtain a City of Murrieta Encroachment Permit for work within their jurisdiction or (Right of Way). The request submitted by the Contractor for payment for Encroachment Permit fees paid upon completion of all work done within Right-Of-Way shall include copies of the Encroachment Permit and all receipts and refund payment documents.

Payment

Full compensation for the actual cost of the Encroachment Permit fees, as paid by the Contractor to the City of Murrieta shall be made on a force account basis. No markups will be allowed. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

00-1.09 PROGRESS PAYMENT RESTRICTIONS:

Attention is directed to Sections 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

- | | |
|---|--------------|
| A. Course of Construction Insurance | \$ 65,000.00 |
| B. Prepare Storm Water Pollution Prevention Plan | \$ 30,000.00 |
| C. Mobilization, Demobilization, and Final Clean Up | |
| a. \$1,591,000 (2-Lane Facility) | |
| b. \$1,761,000 (4-Lane Facility) | |

D. Resident Engineers Office	\$ 60,000.00
E. Progress Schedule (Critical Path Method)	\$ 15,000.00
F. Clearing and Grubbing	\$ 250,000.00
G. Develop Water Supply	\$ 50,000.00

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No progress payment will be made for any materials ordered, furnished, delivered and/or stored that are not incorporated in the construction project.

00-1.10 RECORD DRAWINGS:

The Contractor shall keep one clean set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The project will not be accepted as finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Resident Engineer, and become the property of the County at the conclusion of this project.

Payment

Full compensation for maintaining and compiling the Record Drawings shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

00-1.11 COOPERATION:

Attention is directed to Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.36D, "Non-highway Facilities," of the Standard Specifications.

Should construction be under way by other forces, or by other Contractors, adjacent to the work specified, the Contractor shall cooperate to avoid delay or hindrance to such construction.

The Contractor shall communicate on a regular basis with the other Contractors and agencies responsible for the other near vicinity interchanges.

Contractor is required to attend all construction progress meetings for this project.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6-2.02, "Material Source" or Section 6-2.04, "Local

Materials”, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

A Traffic Safety Team will be required for this project. The Contractor shall plan on having no less than a Superintendent attends two of these meetings a month for a minimum of one hour. The Engineer will set up meetings as determined necessary. The cost of attending these meetings shall be included in the cost of performing traffic control and no additional compensation will be provided therefor.

Payment

Full compliance with the requirements of this item including cooperating and coordinating with other Contractors, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

00-1.12 PARTNERING:

Attention is directed to Section 5-1.09, “Partnering” of the Standard Specifications.

The County of Riverside will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the County of Riverside and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The Department's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

00-1.13 NOTICE TO PROPERTY OWNERS:

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to design the information letter, obtain design approval from the Engineer, print sufficient copies, and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer. The letter shall be similar to a sample to be provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

The Contractor shall post temporary no parking signs on affected streets 24 hours prior to work on those streets. The temporary no parking signs shall state the anticipated dates and hours of work on those streets.

Payment

Full compensation for preparing and distributing Notice to Property Owners shall be considered as included in the Lump Sum price bid paid for Traffic Control System and no additional compensation will be allowed.

00-1.14 CONSTRUCTION STAGING AND TRAFFIC CONTROL

If Contractor uses staging and traffic control other than those provided in plans, Contractor shall prepare construction staging and traffic control plans for review and approval by the Transportation Department and City of Murrieta.

Proposed plans shall be submitted by the contractor for review and approval by the Transportation Department within 15 days after the pre-construction conference. If directed by the Resident Engineer, the construction staging and traffic control plans shall be prepared by a Civil Engineer who is registered as such in the State of California. The contractor shall revise and implement the plans as directed by the Construction Engineer.

Construction staging and traffic control plans shall be in accordance with the applicable standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the State of California Traffic Manual and Manual of Traffic Controls, Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Construction Engineer for review and approval prior to submission of the required plans.

With regard to the preparation and implementation of the plans, attention is especially directed to sections 5-1.36, 7-1.02, 7-1.03, 7-1.04, 7-1.05, and Section 12 of the State of California Standard Specifications. Section number 12-1.03 of the Standard Specifications is deleted.

Payment

Full compensation for the preparation and implementation of the traffic control plans shall be considered as included in the lump sum price paid for Traffic Control System and no additional compensation shall be allowed therefor.

00-1.15 JOB SITE POSTERS:

Contractor shall obtain, furnish, post, preserve and maintain notices and posters in areas readily accessible to all personnel. Areas include, but are not limited to, jobsite trailer common area, material staging area, designated area where employees meet to take shift breaks, and /or equipment storage area. The designated location(s) of posters must be approved by the Engineer.

If posters are placed outside, they will need to be weatherproofed.

Copies of the posters may be obtained at the Caltrans Division of Construction Website:

<http://www.dot.ca.gov/hq/construc/LaborCompliance/posters.htm>

The Contractor shall check the website periodically for poster updates, additions, and changes. Contact information for various government agencies associated with poster information are provided at this website with links.

The following is a list of required posters:

Document number	Poster Name	Note/ Comment
-	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.
DFEH 162	Discrimination and Harassment in Employment are Prohibited by Law	Required in English and Spanish and for all projects.
DSLE 8	Payday Notice	Required for all projects.

Though not posters, but included in the listing above, are the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted at the job site.

Payment

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

00-1.16 OBSTRUCTIONS

Attention is directed to General Condition’s item 27, “Obstructions”.

Attention is directed to Sections 5-1.36, "Property and Facility Preservation", 15, "Existing Facilities" 7-1.05 "Indemnification" and 7-1.06 "Insurance" of the Standard Specifications and these Special Provisions.

Existing utility and privately owned facilities shall be protected in accordance with Section 5-1.36, "Property and Facility Preservation" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and privately owned facilities, for the relocation of said facilities, in accordance with Section 5-1.20, "Coordination with other Entities" of the Standard Specifications.

All water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances shall be protected in place.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to:

conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

Attention is directed to the requirements of Government Code Sections 4216-4216.9 pertaining to existing utility facilities.

The Contractor shall assume that every house, building and lot within the project limits has utility service pipes and conductors (laterals), and that utility main and trunk facilities exist within the project limits. The Contractor shall determine if it is warranted to determine the exact location of these utility service laterals and existing main lines, unless directed by the Engineer to pot-hole at specific locations, or as otherwise required herein. The Contractor will not be directly reimbursed for determining the exact location of the utility main lines or services laterals but shall include any compensation for this work in the contract price paid for the various items of work. Any damage to existing main lines or service laterals for which pot-holing was not performed shall be considered damage due to not using reasonable care and the damage shall be repaired at the Contractor's expense.

The Contractor shall conduct his operations with the assumption that underground utility facilities exist within the project limits. The Contractor shall exercise caution and best construction practices for safety and for protection of underground facilities. The approximate locations of underground utility facilities, as shown on the plans, are based on information provided by the respective owners, listed below. The Contractor shall also utilize the markings of the regional notification center (Underground Service Alert), and above-ground utility appurtenances to determine the existence and approximate location of underground utilities.

No excavation shall be made within 4 feet of any underground utilities, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

The Contractor is advised that abandoned or active utility facilities may exist within the project limits, which were not known to the design engineer and which are not shown on the plans. The Contractor shall immediately inform the Engineer if any such utility facilities are encountered within the project limits so that resolution can be initiated if a conflict exists. Any utility facilities that have been encountered, and which have been determined by the Engineer to be abandoned, shall be cut and capped and disposed-of as directed by the Engineer. Removal, capping and disposal of abandoned utility conduits, conductors, pipe and other facilities shall be considered as incidental excavation, and shall be included in the contract unit price for Clearing and Grubbing or Excavation, and no additional compensation will be allowed therefor.

In the event that the Contractor encounters abandoned or active Asbestos Cement pipe, or any other utility facility containing or suspected of containing asbestos, the Contractor shall immediately notify the Engineer, and will cease work in the vicinity of the encountered material. The Engineer will endeavor to have any such conflicting facilities removed or relocated by the owner of the facilities. If so ordered by the Engineer, the Contractor or his sub-contractor will remove and dispose of abandoned utility facilities containing or suspected of containing asbestos accordance with the health and safety requirements for handling the material, using properly trained and licensed personnel. Said work shall be considered as extra work.

Forty-eight hours prior to beginning construction, the Contractor shall notify the following agencies:

Underground Service Alert	800-227-2600
Verizon	909-748-6648
Eastern Municipal Water District	951-928-3777
Time Warner Cable	951-393-3158
Southern California Edison	800-684-8123
Southern California Gas – Transmission	951-895-0709

Payment

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply with the requirements of this section above, including protection of water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

Adjustments to Grade for Obstructions

The Contractor shall adjust to finish grade any valve covers encountered within the project limits, as required, for those utility valves that are provided with slip cans and are adjustable without the replacement of parts or the removal of concrete collars. In cases where the owning utility company insists upon upgrades in the standards, or when additional parts or the removal of concrete collars are required for the adjustment, said adjustment will be the responsibility of the owning utility company.

Communication and coordination with the owning utility company shall be the responsibility of the contractor.

For public safety, traffic shall not be allowed on temporary or permanent pavement until all manholes are either adjusted to grade or otherwise protected, as approved by the Engineer. The Contractor shall adjust to grade manholes and valves when and as necessary for the protection of the traveling public during construction, and shall coordinate all work on said facilities with the owning utility companies. This requirement is intended for traffic that is to be allowed on temporary surfaces during the course of construction. Final adjustment to grade will be the responsibility of the owning utility company, except as provided herein.

Said work shall be performed in accordance with Section 15-2.10B, "Adjust Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers shall be considered as included in the contract price paid for asphalt concrete or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

All existing utility facilities shall be protected from damage by the Contractor's operations.

Unless otherwise provided herein, the owning utility companies will not be obligated to lower their surface utilities (manholes and valve covers) for Contractor's grading, grinding and/or paving operations. The contractor shall lower surface facilities, including manholes and valve covers, to facilitate construction, and the following shall apply:

1. Contractor shall coordinate all work with the utility owner.
2. Contractor shall be responsible for all costs and shall be responsible for any damage caused to the owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities,

the Contractor shall notify the Engineer and the utility owner of that damage prior to performing additional work on the facility.

3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel plates, and if the Contract items of work include adjustment to final grade, the Contractor shall return the steel plates to the Utility owner's yard, or as otherwise arranged with the Utility owner.
5. Prior to paving or covering the plated utility facility, the Contractor shall tie-out the facility utilizing a method acceptable to the utility owner and provide notes and data of all covered facilities to both the utility owner and the Engineer.
6. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.
7. The requirements for lowering of surface facilities shall not apply to vaults. The Contractor shall notify the utility owner of the need to make adjustments to such major facilities.
8. The Contractor is reminded that the utility facilities are owned by public and private utility companies that operate their facilities within public rights of way. The utility owner's preferences with regards to the handling of its facilities shall be complied with to the greatest extent possible.
9. Contractor shall repair damaged signal detector loops

Payment

Full compensation for initial lowering of surface utilities facilities shall be considered as included in the contract price paid for Hot Mix Asphalt, and no additional compensation will be allowed therefor.

00-1.17 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:

Attention is directed to Section 16-1.03D, "Disposal of Materials", of the Standard Specifications and these Special Provisions.

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the highway right of way.

When any material is to be disposed of outside the highway right of way, and the County has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made, and obtain all required permits from the jurisdictional agency(s) for said work, and Contractor shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County from

any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at an established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request.

Payment

Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the various contract items of work and no additional compensation will be allowed therefor.

00-1.18 GRAFFITI REMOVAL AND CLEANING:

The Contractor shall remove existing graffiti within the project limits and any new graffiti produced during the construction period of the project.

Contractor shall submit a method of graffiti removal plan to the Engineer for approval. Sand blasting will not be allowed. Methods may include but not limited to power washing, solvent washing, and painting over graffiti, as appropriate for the surface to be cleaned.

All graffiti shall be completely removed or obliterated and the area feathered out to hide any imperfections.

Graffiti shall be removed from, but not limited to, the surfaces listed as follows: bricks, cinder blocks, concrete sidewalks, pavement, bridge under passes, overhead structures, drainage channels, roadside signs, temporary construction signs, barricades, k-railing, traffic control devices, all types of poles, and other objects within the project limits as directed by the Engineer. Painting of k-railing for the purposes of graffiti removal shall not be considered as repainting as outlined in paragraph one of Section 12-3.08B(1), "General," of the Standard Specifications and shall not be paid for as extra work.

Graffiti to be removed may include, but shall not be limited to: paint, signs, wood, metal, plastic, decals, gum, markers, crayons, ropes, chains, strings, wires, and tapes of any kind on an as needed basis.

All painting over graffiti must be done with exact color matches, so as not to show any blocking or shadowing of colors. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents are unsuccessful at removing graffiti. Painting services shall be done on an as needed basis on the following types of surfaces, but not limited to: walls, hardscapes, poles, fences, bollards, railings, and buildings.

Paint shall be exact color match. Paint types may include oil base, water base and enamels as approved by the Engineer. Graffiti cover-up by paint will be allowed with appropriate type of paint at locations where graffiti cannot be removed only upon direction by the Engineer. All paint applications shall adhere to the manufacturer's recommendations. All material and solutions shall be safe and biodegradable and approved by the Engineer.

Regional Water Quality Control Board (RWQCB) and Air Quality Management District (AQMD) regulations, as well as all NPDES required best management practices shall be complied with and followed.

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall provide, erect and maintain barricades, lights, danger signals, and warning signs as deemed appropriate by the Engineer.

When necessary, the Contractor shall provide and erect safe and adequate scaffolding and equipment, barriers, and masking, required for the proper execution of the work. All scaffolding shall be properly braced and erected to insure the safety of the workmen and meet all appropriate OSHA regulations.

The Contractor shall respond and provide manpower for any urgent graffiti removal and cleaning notifications within two (2) working days.

Urgent graffiti will be classified as any graffiti that causes a safety hazard for motorist and affects the traffic flow as determined by the Resident Engineer.

This work will be monitored/controlled by the construction Resident Engineer. The Contractor must coordinate the work with the Resident Engineer during the construction. Payment is included in the contract price paid for Traffic Control System.

Payment

Full compensation for conformance with these Graffiti Removal and Cleaning requirements, including labor, equipment, materials, necessary traffic control, and incidentals, shall be paid at the lump sum price for Traffic Control System, and no additional compensation will be allowed therefor.

00-1.19 PROJECT APPEARANCE:

Attention is directed to General Condition 26, "Use, Care and Protection of Premises."

The Contractor shall maintain a neat appearance to the worksite. The parkway between the pavement and property line is generally maintained free of trash and debris by the adjacent property owners. The Contractor shall inform all workers to be respectful of the property owners and maintaining the parkways and street adjacent to their homes.

The Contractor must maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily.
- C. Forms or falsework that are to be re-used shall be stacked neatly with their removal. Forms and falsework that are not to be re-used shall be disposed of with their removal.

Prior to leaving the project site daily, the Contractor shall collect and dispose of any trash or debris within the project area.

Payment

Full compensation for conforming to the requirements of this section, Project Appearance, shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

See Section 00-1.04 "Liquidated Damages" of these Special Provisions for penalties associated with non-compliance.

00-1.20 SURVEY STAKING:

Section 5-1.26, "Construction Surveys" of the Standard Specifications is deleted and replaced with the following provisions.

County surveyors will establish external primary survey control monuments and/or marks to be used throughout the construction period. These control monuments and marks are to be protected by Contractor and will be used to set construction stakes and/or marks. The control marks will also be used to make verification surveys at various stages of work.

Survey monuments, stakes and marks are set per the County's Survey Manual.

Contractor must submit a written request for County furnished construction staking before, or immediately after, area to receive staking is ready for the installation of the construction stakes.

The County will provide Contractor with a survey request form. Survey staking requests must be received from Contractor a minimum of two (2) Business Days prior to the installation of the requested construction staking. The County shall receive written survey request on operating Business Day, Monday through Thursday, and prior to 4:00 p.m. Requests received after 4:00 p.m. or on any other day, shall be considered as submitted at 7:30 a.m. the next Business Day.

Contractor must preserve primary survey control monuments and marks, construction stakes and construction marks placed by the County. Survey costs are incurred by the County; however, if the Contractor fails to protect and/or destroys these survey items, the County shall replace them at the County's earliest convenience and deduct the cost of replacement from payment due to the Contractor.

00-1.21 MOBILIZATION, DE-MOBILIZATION AND FINAL CLEANUP:

Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

De-mobilization shall consist of the completion of all final construction and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

1. Satisfactory completion of Finishing Roadway in accordance with Section 22, "Finishing Roadway" of the Standard Specifications;
2. Removal of all temporary facilities, construction office, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer;
3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition;
4. Completion of record of drawings (as-built), to the satisfaction of the Engineer;
5. Submission of final Disadvantaged Business Enterprise report to the Engineer;
6. Submission of final certified payroll documents to the Engineer;
7. Submission of property owner releases, as required by the Engineer;

8. Completion of the requirements of permits issued by other agencies;
9. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

De-Mobilization shall include the satisfactory completion of all items of work, but shall not be construed as being a separate payment for work that is paid under separate contract items. The De-Mobilization is intended for proper close-out activities.

Payment

- A. The following schedule will be used to determine measurement of mobilization, demobilization and final cleanup and disbursement of the bid price for mobilization, demobilization and final cleanup:

Percent of Contract work Completed (\$ Expended/ \$ Total Contract Price)	Percent of Mobilization, Demobilization, and Final Cleanup Considered to be Complete (Compensated for)
10% - 20%	40%
21% - 40%	55%
41% - 60%	70%
61% - 80%	85%
Upon Demobilization and Final Cleanup	100%

- B. Payment of Mobilization, Demobilization and Final Cleanup work shall be based upon the lump sum bid price for **“Mobilization, Demobilization and Final Cleanup.”** Payment shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental for completion of this item of work. The deletion for work or the addition of extra work, as provided for herein, shall not affect the price paid for Mobilization, Demobilization, and Final Cleanup.

00-1.22 TRAFFIC CONTROL SYSTEM / PUBLIC CONVENIENCE / PUBLIC SAFETY:

Contractor shall prepare construction staging and traffic control plans for review and approval by the Department.

Proposed plans shall be submitted by the Contractor for review and approval by the Department at least two weeks prior to the start of construction. The construction staging and traffic control plans shall be prepared, signed and stamped by a Civil Engineer or Traffic Engineer who is registered as such in the State of California, unless otherwise specifically allowed by the Engineer. The Contractor shall revise and implement the plans as directed by the Construction Engineer. Construction shall not begin until the Engineer provides Contractor with County approval of the plans.

Construction staging and traffic control plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the 2012 California Manual of Uniform Traffic Control Devices (MUTCD), the 2010 Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Construction Engineer for review and approval prior to submission of the required plans.

With regard to the preparation and implementation of the plans, attention is especially directed to Sections 5-1.36, 7-1.02K, 7-1.03, 7-1.04, 7-1.05, and Section 12 of the State of California Standard Specifications. Section 12-1.03 “Flagging Costs” of the Standard Specifications is deleted.

Maintaining traffic shall conform to the provisions in 5-1.37B "Load Limits", 7-1.02K "Labor Code", 7-1.03 "Public Convenience", 7-1.04 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the 2006 California Manual of Uniform Traffic Control Devices (MUTCD), the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

All existing traffic control signs and street name signs shall be maintained in visible locations as directed by the Engineer.

No detours will be provided, unless specifically allowed herein. The Contractor will be required to conduct his operations in such a manner that traffic will be permitted to pass through the work area with as little delay as possible.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the 2006 California Manual of Uniform Traffic Control Devices (MUTCD), the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

All construction signs shall be either covered or removed when not required by the nature of the work or if no present hazard to the motorist exists.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600 or 811

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

No payment for extra work will be allowed for work performed as specified in Section 12-2.02 (Flagging Costs) of the Standard Specifications. Flagging costs will be borne entirely by the Contractor.

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to design the information letter, obtain design approval from the Engineer, print sufficient copies, and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer in .WPG, .DXF, .DGN or .DWG format. The letter shall be similar to the sample provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

The Contractor shall post temporary no parking signs on affected streets 24 hours prior to work on those streets. The temporary no parking signs shall state the anticipated dates and hours of work on those streets.

Payment

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices shown on the construction staging and traffic control plans, including construction area signs, channelizers, portable changeable message signs, temporary pavement markers, temporary traffic stripes, shall be considered as included in the

contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

00-1.23 MAINTAINING TRAFFIC:

Maintaining traffic shall conform to the provisions in Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety" and Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications and "Public Safety" of these Special Provisions.

Daily working hours shall be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except legal holidays, as approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration.

During site preparation, grading, excavation, and construction of the Project,

Riverside County Transportation Department will require construction contractors to limit all grading and construction activities within unincorporated Riverside County to the hours of 6:00 a.m. to 6:00 p.m. from June to September, and from 7:00 a.m. to 6:00 p.m. from October to May. As required by the City of Murrieta Development Code, construction within the City of Murrieta will take place only between the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday. No Project work will be conducted on Sundays or federal holidays in the City of Murrieta.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system. Lane closure is allowed only during contractor's work hours. All traveled lanes must be opened to traffic during non working hours excluding reconstruction area.

Attention is directed to Liquidated Damages of these Special Provisions for delays.

Closure shall conform to the provisions in "Traffic Control System" of these Special Provisions.

Local authorities shall be notified at least five (5) business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed.

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations are required on traffic control plan, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the County and if the work can be expedited and better serve the public traffic.

Designated County legal holidays are January 1st, the third Monday in January, February 12th, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th and 31st when they fall on Monday, December 25th, December 26th and January 2nd when they fall on Friday. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When January 1st, February 12th, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Payment

Full compensation for furnishing, erecting, maintaining, removing and disposing of the C43 (CA), W20-1, W21-5b and C24 (CA) signs shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

**DIVISION I GENERAL PROVISIONS
1 GENERAL**

Add to section 1-1.06:

CFR: Code of Federal Regulations

Add to section 1-1.07B:

Replace "business day" and its definition in section 1-1.07B with:

business day: A "business day" is defined by County Ordinance 358 (County holidays, open and closed days, and hours of operation, etc.) and as revised by Board of Supervisor's resolution to alter days and/or hours for which a County office may be open for transaction of business. Since August 13, 2009, the County has closed many facilities on Fridays. Some County services, including but not limited to Survey, Project Development, Environmental, Traffic Engineering, Accounting, Planning, and Permits, will not be available these Fridays.

Replace "Caltrans" and its definition in section 1-1.07B with:

Caltrans: State of California, Department of Transportation

Replace "Department" and its definition in section 1-1.07B with:

Department: Riverside County Transportation Department (RCTD) an agency representing the County of Riverside, unless specifically noted.

Replace "Director" and its definition in section 1-1.07B with:

Director: Director of RCTD

Replace "DOT" and its definition in section 1-1.07B with:

DOT: Department of Transportation

^^

2 BIDDING

Replace section 2-1.03 with the following:

2-1.03 MANDATORY PREBID MEETING

The Department will conduct a mandatory prebid meeting for this contract. The purpose of the meeting is to inform bidders of project requirements and to provide small businesses the opportunity to meet and interact with prospective bidders and increase their participation in the performance of contracts.

Each bidder must attend the mandatory prebid meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting. The Department does not accept a bid from a bidder who did not attend the meeting.

A sign-up sheet is used to identify each prospective bidder. Each bidder is required to include the name and title of the company representative attending the mandatory prebid meeting. The Department may hold a single prebid meeting for more than 1 contract. Sign the sign-up sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-up sheet for each contract you intend to bid on.

The successful bidder is required to report each small business hired to work on this Contract as a result of the mandatory prebid meeting.

Add to section 2-1.06A:

Amendments to the Standard Specifications for this project, dated **February 22, 2013**, are incorporated herein. During the advertisement period of this project, this document is available upon request at the office of the Department and will be available to the awarded Contractor.

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Available for inspection at: County of Riverside website during advertisement period. http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids	<ol style="list-style-type: none"> 1. Geotechnical Design Report 2. Bridge Foundation Report: Warm Springs Creek Bridge 3. Bridge Foundation Report: Wildlife Overcrossing 4. California Department of Fish and Wildlife Streambed Alteration Agreement 5. California Regional Water Quality Control Board Water Quality Certification 6. United States Army Corps of Engineers Permit 7. Utility relocation plans 8. Water Quality Management Plan 9. Drainage Report

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3 CONTRACT AWARD AND EXECUTION

Replace the 2nd paragraph of section 3-1.04 with:

If the Department awards the contract, the award is made to the lowest responsible bidder within 90 days after bid opening.

^^

5 CONTROL OF WORK

Add to section 5-1.09A:

The Department encourages the project team to exhaust the use of partnering in dispute resolution before engagement of an objective third party.

For certain disputes, a facilitated partnering session or facilitated dispute resolution session may be appropriate and effective in clarifying issues and resolving all or part of a dispute.

To afford the project team enough time to plan and hold the session, a maximum of 20 days may be added to the DRB referral time following the Engineer's response to a *Supplemental Potential Claim Record*.

To allow this additional referral time, the project team must document its agreement and intention in the dispute resolution plan of the partnering charter. The team may further document agreement of any associated criteria to be met for use of the additional referral time.

If the session is not held, the DRB referral time remains in effect as specified in section 5-1.43

Replace section 5-1.09D with the following:

5-1.09D PAYMENT

The contract lump sum price paid for Partnering must include full compensation for:

1. Partnering workshops and sessions based on facilitator and workshop site cost
2. Monthly partnering evaluation survey service cost
3. Partnering skills development trainer and training site cost

The Engineer determines the costs based on invoice prices minus any available or offered discounts. The County does not pay markups on these costs.

The County does not pay wages, travel expenses, or other costs associated with the partnering workshops and sessions, monthly partnering evaluation surveys, and training in partnering skills development.

Add to section 5-1.20A:

The Contractor is encouraged to schedule operations during vacation periods of the school year. The Contractor shall schedule operations at the intersection of Whitewood Ave and Clinton Keith Road to avoid traffic interruptions during AM and PM peak school hours. Lane closures are not allowed during AM or PM peak hours. Vista Murrieta High School AM Peak hours are 6-8 AM weekdays, PM Peak hours are from 2:30 to 4:30 PM on weekdays.

School year calendars are available for reference at <http://www.murrieta.k12.ca.us/>

Replace section 5-1.20E with the following:

5-1.20E Temporary Construction Easement (TCE) Durations

Use of TCE shall be coordinated with the Department. The following table describes the length of the temporary construction easements along each property. Right-of-way requirements map that shows the parcel numbers are available from the Engineer.

Owner	APN Number	TCE Duration	TCE Start Date
Daryani, Sam M. & Lila T.	392-330-004	Eighteen (18) calendar months	48 hours after Notification by Department
Calvary Chapel of Murrieta	956-020-007	Thirty six (36) calendar months	48 hours after Notification by Department
Wolff, Joachim W. & Hede G.	392-330-008	Eighteen (18) calendar months	48 hours after Notification by Department
Bracamonte, William. & Barbara A.	392-330-014	Eighteen (18) calendar months	48 hours after Notification by Department
DeRosa, Sheila	392-330-015	Eighteen (18) calendar months	48 hours after Notification by Department

Nelson, Arron J. & Jeanne	392-330-019	Eighteen (18) calendar months	48 hours after Notification by Department
Baker, Barbara J.	392-340-010, 392-340-011, 392-340-012	Eighteen (18) calendar months	48 hours after Notification by Department
Lin, Tung Hai & Lin, Liu Chiao	956-030-025	Eighteen (18) calendar months	48 hours after Notification by Department
Franklin, Ward W. & Frances D.	956-030-001	Eighteen (18) calendar months	48 hours after Notification by Department
Sarsar, George & Leonor	956-030-002	Eighteen (18) calendar months	48 hours after Notification by Department
Roe, Joe	392-340-025	Eighteen (18) calendar months	48 hours after Notification by Department
Mauger, John G.	392-340-026	Eighteen (18) calendar months	48 hours after Notification by Department
Swearngin, Vaughn K. & Kathryn	392-340-027	Eighteen (18) calendar months	48 hours after Notification by Department
Olsen, John	467-230-015	Eighteen (18) calendar months	48 hours after Notification by Department
Salter, Ian G. & Lou Salter, Mina	467-230-014	Eighteen (18) calendar months	48 hours after Notification by Department

Replace section 5-1.34 with:

5-1.34 RESIDENT ENGINEERS OFFICE

The Contractor must furnish and maintain a Resident Engineer's Office (Field Office), suitable for the intended purpose, for the exclusive use of the Engineer and his staff in accordance with these special provisions.

The Contractor must make all arrangements for utility hook-ups, and pay all connection and monthly fees.

The Field Office must be maintained in a clean, neat and sanitary manner at all times. All sanitary paper products required for the restroom shall be supplied by the Contractor and must be included in the contract lump sum price bid.

The Field Office must be a 1200 square foot (minimum) office facility with required utility hook ups, including electricity, potable water, sewage disposal, 2 telephone lines, multi-line speaker phones, internet service, and air conditioning. The facility will have one restroom, partitions creating 5 interior rooms with a mini kitchen. The Contractor must obtain all necessary permits and pay monthly rental fees, and shall obtain all rights of entry necessary.

The Field Office must be provided with a facsimile machine with a separate phone line and a copying machine capable of photocopying 11" x 17" size paper for the exclusive use of the Engineer and the Engineer's staff for the entire duration of the project.

The Contractor must be aware that theft and vandalism at the job site may be a problem. The Contractor will be responsible for the security of the Field Office.

If for any reason, the phone, copier, facsimile machine, any office furniture, and/or sanitary facility is vandalized, stolen, or in need of repair, the Contractor, upon receipt of written notice by Engineer, has a maximum of 5 working days to replace or repair the items to full working order. If Contractor fails to comply with the 5 working days specified, the County may at its option withhold monthly progress payments until Field Office is returned to full and complete working order.

The Contractor must meet with the Engineer prior to construction (and at any other time circumstances warrant), and together, shall mutually agree on a location for the field office. Approval of the proposed Field Office by the Engineer shall be obtained prior to implementation.

The following must be furnished and supplied by the Contractor for the duration of the contract:

1. Furnish, service and maintain office. The following office furniture, in new condition, shall be furnished, at a minimum:
 - 2 ea. "U" shaped desks with lockable drawers as approved
 - 2 ea. 30" x 60" desks with lockable drawers
 - 4 ea. task swivel chairs
 - 1 ea. conference table (Legacy 120" Racetrack Conference Table or approved equal) to accommodate 10 conference chairs.
 - 10 conference chairs (adjustable with casters)
 - 2 ea. 60"H x 40"W x 16"D book shelf
 - 1 ea. 60" x 36" drafting table with pencil edge and chair
 - 2 ea. Lateral 4 drawer filing cabinets (54" H) or approved equal
 - 1 ea. 4 drawer vertical filing cabinet (54" H) or approved equal
 - 2 ea. iPads with plan grid application (all fees, updates etc. to be paid for the duration of the project)
2. Supply utilities for office, including electricity, phone (2 lines), potable water, and DSL, Roadrunner or FIOS, as approved, standalone internet service for the duration of the contract, including fees.
3. Supply, service and maintain sanitary facility.
4. Facsimile machine (separate phone line) must be current model or as approved.
5. Furnish 2 current model personal computers for the duration of the contract, suitable and capable for office use, internet connected utilizing DSL service, and complete with necessary software including Microsoft Office (latest version) and Acrobat Pro (latest version). Personal computers may be desktops or laptops, must be new, and shall be as approved. Computers must have current i7 processors with a Windows Experience score greater than 6.0 or as approved by the Resident Engineer.
6. Two color laser printers, HP Color LaserJet Pro MFP476dw or approved alternate. At least one color laser printer must be capable of printing 11" x 17" paper. All supplies and necessary maintenance for the use of the above equipment by the Engineer shall be furnished and supplied by the Contractor for the duration of the contract.

7. At least 1 current model Xerox Workcenter 7346 with professional finisher or equivalent multifunction printer capable of printing 11 x 17 at least 40ppm, fold, staple, and hole punch as approved. The printer and scanner is to be network capable with all computer. Include internet printing and scanning setup for all County furnished laptops and computers. All supplies and necessary maintenance for the use of the above equipment by the Engineer shall be furnished and supplied by the Contractor for the duration of the contract.
8. Installation of 4 designated public parking spaces.
9. Installation of appropriate number of designated parking spaces for the construction manager, inspectors, general Contractors, workers, material suppliers, subcontractors and other support personnel.
10. Installation of 1 large sized unit commercial trash bin with cover and regularly scheduled pick up.
11. Field office shall have a 24" x 36" sign, white color, affixed near the door. The sign text shall read "COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT" and shall have County seals affixed to it. Contractor will be supplied the seals by the County.
12. If Contractor furnishes Field Office, remove office from job site at the completion of the project.
13. Security.
14. If office is located on private property, all property rental costs and right of entry.
15. One 20 CF refrigerator and one microwave oven.
16. Water cooler dispenser and bottled water for use with the dispenser.
17. Bottled water supply (16-20 oz.) for the duration of the project.
18. One 2TB (WD My Cloud personal cloud storage) external hard drive with network capabilities.
19. Wireless internet service either through internet service provider or provide wireless router (Asus RT-AC87U or approved equal). And 2 ea. 4G wireless network cards.
20. Six (6) dry erase whiteboard 4' x 8' or larger with dry erase markers and removers.
21. Furnish all office supplies, including pens, mechanical pencils, highlighters, notepads, (6) multi-outlet power strips, post-it note pads, paper clips, binder clips, rubber bands, staplers, folders, cross cut paper shredder (Fellowes Power Shred 64Cb) or approved equal, (2) 40 sheet capacity 3-hole puncher, (7) trash cans, copier and printer paper.
22. Coffee machine with regular maintenance and delivery of coffee, creamer and sugar and artificial sweeteners.

No monthly progress payments will be due to the Contractor until all provisions and requirements of "Resident Engineer's Office" are complete and in place.

Payment:

The contract lump sum price paid for Resident Engineer's Office shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, maintaining, and removing Resident Engineer's Office, including furnishing and maintaining the listed equipment and furniture, and providing all necessary supplies for the listed equipment for the duration of the contract work, as specified in these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

Add to section 5-1.36D:

The utility owner is anticipated to relocate a utility shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation

Utility	Location	Date
SCE Temporary Poles	"A" Line from Station 239+00± to 263+00± (Rt)	September 2015
SCE Vault	"M" line (Meniffee Rd) Station 18+73± (Lt)	September 2015

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

Contractor shall coordinate with each utility owner to facilitate the necessary relocations, and provide sufficient advance notice of the time-frame for the utility work, and at least 30 calendar days' notice for each activity. Southern California Edison Company will require 90 calendar days' notice to schedule construction prior to the installation at Warm Springs Creek (Br. No. M8415).

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working Days
SCE Electric Underground & Overhead Electric Poles (Distribution)	N/A	"M" Line (Meniffee Rd) Station 18+25± to 22+00± (Rt)	30
Remove SCE Temporary Poles and Place Permanent Overhead Electric (Distribution)	N/A	"A" Line from Station 239+00± to 263+00± (Rt)	45
SCE Overhead Electric (Transmission)	N/A	"A" 264+00± to 280+00± (Rt)	45
Time Warner Conduit	N/A	Warm Springs Creek Bridge No. M8415	20
Verizon Conduit	N/A	Warm Springs Creek Bridge No. M8415	20
SCE Conduit	N/A	Warm Springs Creek Bridge No. M8415	20
EMWD 14" Waterline	N/A	Warm Springs Creek Bridge No. M8415	20

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02D with:

7-1.02D Americans with Disabilities Act

Work on the job site must comply with the Americans with Disabilities Act (ADA) and 28 CFR part 35. Work includes roadway and pedestrian access facility production.

If the Engineer determines work is noncompliant with the ADA requirements, correct work as ordered under section 5-1.30.

Replace section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of earth material containing lead.

Submit a lead compliance plan.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The material on the job site:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

Replace section 7-1.02M(2) with:

7-1.02M(2) Fire Prevention

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office, and U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the district offices.

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep half-filled with sand and within easy reach of anyone using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and 1 backpack 5-gallon water-filled tank with pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234. Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: low, moderate, high, very high, extreme.

Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is very high or extreme. This information will be furnished to the Engineer who will notify you for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, you must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating reaches very high:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating reaches extreme, take the precautions specified for a very high fire danger rating except smoking is not allowed in an area immediately surrounded by a firebreak and work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days.

If field and weather conditions become such that the determination of the fire danger rating is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension of the determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

Add to section 7-1.03:

Contractor shall not access the project from Los Alamos Road. Construction equipment and materials shall not be stored within Los Alamos Road right of way. Contractor's personnel is prohibited from parking vehicles in Los Alamos Road right of way.

^^

8 PROSECUTION AND PROGRESS

Contractor is advised of the schedule constraints within these special provision and the standard specifications. The table below is included in the special provisions for convenience only and is not a comprehensive listing of all schedule constraints. You are responsible to comply with all schedule constraints necessary to accomplish the work.

Schedule Constraint

Section	Description	Schedule requirements
00-1.14	Traffic Control Revisions	15 days
5-1.36D	Utility Coordination	30 days
5-1.36D	SCE Utility Coordination	90 days
8-1.04H	Pre-construction Survey	Varies
12-2	Construction Funding Sign	10 working days
13-1	SWPPP	10 working days after award
13-1	De Minimus Permit	45 days
13-1	NOT	30 days
14-2	AMA	5 days
14-6	Pre-construction survey and Training program	30 days
14-6.02	Biological	March 1 – August 15
14-7	Paleontological	5 days
19-3	AMA Protection Plan	30 days
19-4	Preblast	15 days
26-4	Aggregate Base	45 days
47-6	MSE	45 days
48-2.01C	False work	35 days
49-3	CIDH	5 working days
51-1	WLOC	45 days
51-1	Methacrylate Crack Treatment	7 days

Replace Section 8-1.04H with the following:

8-1.04H PRECONSTRUCTION SURVEY

8-1.04H(2) General

Section 8-1.04H includes specifications for surveying and photo or video documenting the conditions of existing topography and improvements prior to any site work and earthwork operations. Existing topography improvements within project limits, including all areas to be excavated or backfilled, shall be documented and before and after construction.

The Contractor shall provide field survey mapping of ground surface elevations of existing topography within the project limits and shall be monitored before, during and after roadway excavation operations. The area of the ground surface survey mapping shall include all topographic data within the project limits at intervals of 100 feet along the route improvement before any work is started. The Contractor shall submit all benchmark data to the Engineer for review and approval within 10 working days of Contract approval. Within 14 days after contract approval, the Contractor shall submit 3 copies of the Benchmark data to the Engineer. The contractor shall allow 7 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the Benchmark data within 15 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete Benchmark data is resubmitted. The Contractor shall submit complete survey mapping drawings to the Engineer for review and approval at least 30 working days after Contract approval. For initial review, 4 sets of drawings shall be submitted. After approval by the Engineer, between 6 to 10 sets, as requested by the Engineer. Survey mapping drawings shall be a minimum of 22 in x 34 in and shall include the County of Riverside's contract number as shown on the contract plans, and Route-mile Post. Each sheet shall be numbered in the lower right hand corner and shall contain a blank space in the upper right hand corner for future contract sheet numbers. A final survey mapping data of the monitored ground surface points shall be submitted to the Engineer within 30 days after the completion of the excavation and embankment slopes.

8-1.04H(3) Submittals

The Contractor shall submit to the Engineer the digital data and one 4 in x 6 in glossy print of each preconstruction photograph taken at existing structure and improvements and at every 100 feet intervals along the new facility improvements and route of the project before any work is started. Each view shall

contain the date, project name, lateral or street, and station. The photo identification which shows this data shall not block the important areas of the picture and should be of the smallest size possible consistent with legible presentation of the required information when a 4 in x 6 in print is viewed. Each photo shall be taken from a point 4 to 8 feet above the ground. All prints shall show good details in both shadow and sunlit areas. Digital data in a DVD format may be of any size provided resolution throughout the facility improvements is 5.0 megapixels.

At the option of the Contractor, a video recording in a DVD format may be submitted in lieu of photo print medium.

Photo prints shall be submitted in a 3 ring photo album binder with clear plastic covered fillers, four photos each side, grouped according to the street, lateral or line, and in sequence. On the cover of the binder shall appear the names of the project and Contractor. Each group of prints shall be identified by a label which projects beyond the edge of filler and is easily recognized. Digital data may be placed within the filler sleeves or submitted separately.

8-1.04H(4) Payment

Preconstruction survey will be measured and paid for on the basis of lump sum. Attention is directed to "Payment" of these special provisions regarding partial payments.

The contract lump sum price paid for preconstruction survey and construction monitoring shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preconstruction survey and construction monitoring, including survey mapping, as specified in these special provisions and as directed by the Engineer.

Add to section 8-1.10C:

Liquidated damages for not completing excavation and construction of the SCE Access Rd between "A" Line from Station 264+00± to 280+00± (Rt) for SCE overhead pole relocation within forty-five (45) working days after contract award are \$500 per day.

^^

9 PAYMENT

Add to section 9-1.16C:

The following items are eligible for progress payment even if they are not incorporated into the work:

- 1. Culvert Pipe
- 2. Fences and Gates
- 3. Pavement Markers
- 4. Horiztonal drain pipe
- 5. Lighting fixtures
- 6. Luminaires
- 7. Miscellaneous bridge metal
- 8. Precast Concrete Members
- 9. Prefabricated items that typically take more than 60 days to fabricate and ship to the job site.
- 10. Prestressing Cast-in-Place Concrete
- 11. Metal Railings
- 12. Bar Reinforcement Steel
- 13. Rock Slope Protection Fabric
- 14. Signal and Lighting Standards

12-2.03 CONSTRUCTION

Install 1 Type 1 construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

When authorized, remove and dispose of construction project funding signs upon completion of the project.

12-2.04 PAYMENT

Not Used

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13 WATER POLLUTION CONTROL

Add following to section 13-1.01 General:

WATER POLLUTION CONTROL (SAN DIEGO REGION):

Throughout the term of this contract, the total land disturbance area of the project site is more than 1 acre. County will submit a Notice of Intent (NOI) to the California State Water Resources Control Board for compliance with the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (hereafter referred to as the Construction General Permit), which is available at:

(http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml).

The Area-Wide Municipal Stormwater Permit NPDES No. CAS0108766, hereafter referred to in this section as the “Municipal Permit”, issued by the California Regional Water Quality Control Board (CRWQCB) – San Diego Region. This permit regulates both stormwater and non-stormwater discharges associated with Contractor’s construction activities. A copy of the Permit may be obtained at the office of the County of Riverside Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at: <http://www.waterboards.ca.gov/sandiego/>

The Contractor shall comply with the requirements of Construction General Permit (NPDES No. CAS000002), the Municipal Permit, and the De Minimus Permit (Order No. R9-2014-0041).

Contractor’s Stormwater Pollution Prevention Plan and Monitoring Program (SWPPP/MP) shall be prepared by a Qualified SWPPP Developer in accordance with the Construction General Permit Section I.M.77.

This project is a Risk Level 1 project under the Construction General Permit. Therefore, Contractor’s SWPPP/MP shall also conform to Attachment C, Risk Level 1 Requirements of the Construction General Permit.

WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor’s SWPPP/MP has been reviewed and approved by the Engineer. The **Engineer’s review and approval of the Contractor’s SWPPP/MP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statues, rules, and regulations.** A copy of Contractor’s SWPPP/MP shall be maintained onsite. When the SWPPP/MP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the SWPPP/MP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor’s SWPPP/MP shall be directed to the Engineer.
- B. Contractor’s SWPPP/MP shall describe the Contractor’s plan for managing runoff and run-on during each construction phase. Contractor’s SWPPP/MP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials,

construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's (CASQA) California Stormwater Quality BMP Handbook Subscription Portal (<http://www.cabmphandbooks.com>) or the Caltrans Construction Site BMP Manual (<http://www.dot.ca.gov/hq/construct/stormwater/manuals.htm>). Contractor's SWPPP/MP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Construction General Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.

C. Preparer of Contractor's SWPPP/MP shall have one of the following certifications:

1. A California registered professional civil engineer;
2. A California registered professional geologist or engineering geologist;
3. A California registered landscape architect;
4. A professional hydrologist registered through the American Institute of Hydrology;
5. A Certified Professional in Erosion and Sediment Control™ (CPESC®) registered through EnviroCert International, Inc.; or
6. A Certified Professional in Storm Water Quality™ (CPSWQ®) registered through EnviroCert International, Inc.;

Additionally, the preparer of the Contractor's SWPPP/MP shall have a Qualified SWPPP Developer (QSD) certificate in conformance with the Construction General Permit.

D. Contractor shall designate a Water Pollution Control Manager that shall have one of the certifications in the immediately preceding subsection D or one of the following certifications:

1. A certified erosion, sediment and storm water inspector (CESSWI) registered through EnviroCert International, Inc.; or
2. A certified inspector of sediment and erosion control (CISEC) registered through Certified Inspector of Sediment and Erosion Control, Inc.

Additionally, the preparer of the Contractor's SWPPP/MP shall have a Qualified SWPPP Practitioner (QSP) certificate in conformance with the Construction General Permit.

E. Contractor's Water Pollution Control Manager shall:

1. Be responsible for all water pollution control work.
2. Be the Engineer's primary contact for all water pollution control work.
3. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities.

F. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):

1. Erosion Control (water and wind)
2. Sediment Control
3. Tracking Control
4. Materials & Waste Management
5. Non-Stormwater Discharge Management

6. Run-on and Run-off Control

- G. Monitoring and Reporting: Observations and inspections conducted by the Contractor's Water Pollution Control Manager shall be documented on the Construction Site Inspection Checklist included in Contractor's SWPPP/MP. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection.

General Requirements:

In the event the County incurs any Administrative Civil Liability (fine) imposed by the California Regional Water Quality Control Board – San Diego Region, the State Water Resources Control Board, or EPA, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due to Contractor, a sufficient amount to cover the Administrative Civil Liability including County staff time, legal counsel, consultant support costs and all other associated cost.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Construction General Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

Within ten (10) working days after the award of the contract, the Contractor shall submit two (2) copies and one (1) pdf file of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow five (5) working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies and one (1) pdf file of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP and a Waste Discharge Identification Number (WDID) prior to the notice to proceed. The contractor cannot start work, including equipment and material mobilization, stockpiling, clearing and grubbing or any other ground disturbance, without an approved SWPPP and the issuance of the WDID by the State Water Resources Control Board.

The Contractor's SWPPP/MP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, QSP, QSD, and all other employees working on the project receiving formal training or certification.

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP/MP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06, "Suspension", of the Standard Specifications.

The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs. All BMP repairs shall also be implemented by the Contractor prior to a qualifying storm event, as defined in the Construction General Permit.

The Contractor shall be responsible for all the "Risk Level 1 Monitoring and Reporting Requirements" described in the General Construction Permit, which includes (but not limited to):

- a. Risk Level 1 - Visual Monitoring (Inspection) Requirements for Qualifying Rain Events
- b. Risk Level 1 – Monitoring Methods
- c. Risk Level 1 – Non-Storm Water Discharge Monitoring Requirements
- d. Risk Level 1 – Non-Visible Pollutant Monitoring Requirements
- e. Risk Level 1 – Records

The Contractor shall be responsible for all of the inspection required by the General Construction Permit (weekly, pre and post storm, quarterly non-stormwater, etc). The Contractor shall be responsible for providing any information for annual reporting purposes in electronic format, including inspection reports, photos, NOI, sampling and analysis reports, etc.

The contractor shall submit the Annual Report to the Engineer prior to August 1st. The Department will upload documentation to SMARTS.

The Contractor shall be responsible for obtaining coverage under latest adopted version of the De Minimus Permit and provide notification prior to a regulated discharge. Compliance with the De Minimus Permit is required by the Municipal Permit. This permit regulates non-stormwater discharges to surface waters of various types of wastes that pose an insignificant threat to water quality and includes monitoring and reporting requirements. At least 45 days before the start of a new (De Minimus Permit) discharge, the contractor shall submit an application and obtain the authorization letter from the (the Regional Board's) Executive Officer to discharge wastewater to surface waters. The types of wastewater discharges regulated under this Permit include the following discharges:

- a. Construction dewatering wastes;
- b. Wastes associated with well installation, development, test pumping and purging;
- c. Aquifer testing wastes;
- d. Dewatering wastes from subterranean seepage, except for discharges from utility vaults;
- e. Discharges resulting from hydrostatic testing of vessels, pipelines, tanks, etc.;
- f. Discharges resulting from the maintenance of potable water supply pipelines, tanks, reservoirs, etc.;
- g. Discharges resulting from the disinfection of potable water supply pipelines, tanks, reservoirs, etc.;
- h. Discharges from potable water supply systems resulting from initial system startup, routine startup, sampling of influent flow, system failures, pressure releases, etc.;
- i. Discharges from fire hydrant testing or flushing;
- j. Air conditioning condensate;
- k. Swimming pool discharge;
- l. Discharges resulting from diverted stream flows;
- m. Decanted filter backwash wastewater and/or sludge dewatering filtrate water from water treatment facilities; and
- n. Other similar types of wastes as determined by the Regional Water Board Executive Officer, which pose a de minimus threat to water quality yet must be regulated under waste discharge requirements.

At the direction of the Engineer the Contractor shall conduct monitoring, sampling and analysis, and report preparation for conformance with Construction Permit, Municipal Permit, and De Minimus Permit. The Contractor will not be compensated for sampling and analysis work due to the Contractor's failure to properly implement, inspect, maintain, and repair BMPs in conformance with the approved SWPPP/MP and any amendments thereto, or for failing to store construction materials or wastes in watertight conditions.

Each proposal shall have listed therein the name and address of a local certified laboratory within 50 miles of the project site to whom the Contractor proposes to subcontract all laboratory sampling and analysis, monitoring and report preparation necessary to comply with the Construction General Permit, De Minimus and the Municipal Permit, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Contractor's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. The certified laboratory shall have experience with monitoring, sampling and analysis, and report preparation for the Construction General Permit and/or the De Minimus Permit and shall be certified by the State. A list of certified laboratories by the State can be found at:

<http://www.cdph.ca.gov/certlic/labs/Documents/ELAPLablist.xls>

Notice of Termination

Contractor shall perform all work specified within this specification and within the project SWPPP and shall remain responsible for Construction General Permit Compliance until such time the Notice of

Termination (NOT) is filed and approved by the California Regional Water Quality Control Board. Within 30 days of completion of construction, the Contractor shall be responsible to collect, compile, and furnish to the County Engineer all necessary backup documentation required to submit for NOT. This documentation shall include at a minimum:

- a. Final Site Map
- b. Final Site Photos
- c. Documents demonstrating achievement of "final stabilization".
- d. Certification that all construction materials and wastes have been properly disposed.
- e. Certification that all construction equipment and temporary BMPs have been removed from the site.
- f. Documents indicating that all permanent BMPs (required by the MS4 Permit) have been constructed and are properly functioning. Documentation shall also indicate that a mechanism for long term maintenance of these BMPs is in place.
- g. Other documentation as necessary to demonstrate that no potential exists for discharge of construction related pollutants within stormwater.

County Engineer or NPDES Coordinator will upload documentation and file the NOT in SMARTS.

The NOT cannot be filed without the Annual Report.

Payment:

Payment for Prepare Storm Water Pollution Prevention Plan shall be on a lump sum basis and shall include full compensation for the work performed, including obtaining Permit coverage, developing, preparing, revising, obtaining approval of, and amending the SWPPP/MP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the Caltrans Handbooks, Construction General Permit, De Minimus Permit, Municipal Permit and these Special Provisions, and as directed by the Engineer.

Street Sweeping.

GENERAL

Summary

This work includes street sweeping.

The SWPPP/MP shall describe and include the use of street sweeping as a Water Pollution Control practice for sediment control and tracking control. Street sweeping shall also conform to all applicable AQMD requirements. No dirt shall be allowed to be tracked on project roadways, or roadways adjacent to the project.

Submittals

At least 5 working days before starting clearing and grubbing, earthwork, or other activities with the potential for tracking sediment or debris, submit:

- A. The number of street sweepers that will be used as described in the SWPPP/MP.

- B. Type of sweeper technology (or technologies).

Quality Control and Assurance

Retain the following records related to street sweeping and submit weekly to Engineer:

- A. Tracking Inspection Log
- B. Sweeping times and locations.
- C. Quantity of sweeping waste disposal.

CONSTRUCTION

Street Sweepers

Sweepers must use one of these technologies:

- A. Mechanical sweeper followed by a vacuum-assisted sweeper.
 - B. Vacuum-assisted dry (waterless) sweeper.
 - C. Regenerative-air sweeper.
- or
- D. Sweeping by hand is acceptable in lieu of A, B, and C above.

Operation

Street sweeping shall be conducted at:

- A. Paved roads at job site entrance and exit locations.
- B. Paved areas within the job site that flow to storm drains or water bodies.

Street sweeping shall be conducted, and sweeper(s) shall be available on site or within four hours at any given time, for the following:

- A. During clearing and grubbing activities.
- B. During earthwork activities.
- C. During trenching activities.
- D. During roadway structural section activities.
- E. When vehicles are entering and leaving the job site.
- F. After soil disturbing activities.

G. After observing offsite tracking of material.

Contractor's Water Pollution Control Manager shall inspect adjacent paved areas at job site entrances and exits and paved roadways within the job site on a minimum daily basis, and more frequently when activities that require street sweeping are being performed. Contractor's Water Pollution Control Manager shall maintain a "Tracking Inspection Log." Street sweeping shall be conducted:

A. Within 4 hours, if sediment or debris is observed on paved areas or paved roadways.

At least one sweeper, in good working order, must be available at the job site at all times when sweeping work may be required.

Perform street sweeping to minimize dust. If dust generation is excessive or sediment pickup is ineffective, water may be used but shall be contained, collected (e.g. vacuum), and properly disposed.

Material collected during street sweeping must be removed and disposed of under Section 5-1.20B(4), "Contractor-Property Owner Agreement" of the Standard Specifications.

Payment:

Full compensation to conform with the requirements of this section shall be considered as included in the contract lump sum price paid for Prepare Storm Water Pollution Prevention Plan including furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Therefore, no additional compensation will be allowed for street sweeping.

AA

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.02A:

An ESA exists on this project.

Before start of work, protect the ESA by installing Type ESA Temporary Fence.

Replace section 14-2.02A with the following:

14-2.02A General

Section 14-2.02 applies if archeological resources are discovered at the job site. Do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery.
2. Protect the discovery area
3. Notify the Engineer.

The Department investigates. Do not move archeological resources or take them from the job site. Do not resume work within the discovery area until authorized.