

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
June 29, 2015

**SUBJECT:** Approval of the Plans and Specifications and Authorization to Advertise for Bids for the Construction of State Route 79 (Winchester Road) Basin in the Community of Winchester, and CEQA Finding of Nothing Further Required. 3<sup>rd</sup> District (Clerk to Advertise); [\$289,285 Total]; [\$2,500 Ongoing]; Gas Tax 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find all potentially significant effects have been adequately analyzed in a certified Environmental Impact Report No. 376 and nothing further is required; and
2. Approve the plans and specifications for the construction of State Route 79 (Winchester Road) Basin in the community of Winchester; and

Departmental Concurrence

  
\_\_\_\_\_  
Patricia Romo

  
\_\_\_\_\_  
Juan C. Perez

Assistant Director of Transportation

Director of Transportation and Land Management

JCP:jrj:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 289,285	\$ 0	\$ 289,285	\$ 2,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Gas Tax [ABX8-9 Mar 2010 New HUTA] (100%). **Budget Adjustment:** No  
There are no General Funds used in this project. **For Fiscal Year:** 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL

BY:  MARSHA L. VICTOR DATE: 7/10/15

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 11/22/11, Item 3-15

District: 3

Agenda Number:

**3-53**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approval of the Plans and Specifications and Authorization to Advertise for Bids for the Construction of State Route 79 (Winchester Road) Basin in the Community of Winchester, and CEQA Finding of Nothing Further Required. 3<sup>rd</sup> District (Clerk to Advertise); [\$289,285 Total]; [\$2,500 Ongoing]; Gas Tax 100%**

**DATE:** June 29, 2015

**PAGE:** 2 of 3

3. Authorize the Clerk of the Board to advertise for bids to be received by the office of the Director of Transportation and Land Management at the Transportation Annex located at 3525 14<sup>th</sup> Street, Riverside, CA 92501. All bids must be received up to the hour of 2:00 p.m., Wednesday, August 12, 2015, at which time, bids will be opened.

**BACKGROUND:**

**Summary**

The County Transportation Department recently completed construction of the major widening project on State Route 79 (SR79) between Domenigoni Parkway and Thompson Road. This 8 mile segment of State Route 79 (SR-79) was widened from two to four lanes to more safely accommodate current and projected traffic volumes between the Temecula/Murrieta area and the Winchester/Hemet/San Jacinto area.

The SR-79 Widening Project included drainage improvements along the entire segment to protect SR-79, and the traveling public, from flooding during storm events. The flood control features included the upsizing of existing culverts that had been in place since the original construction of the two lane highway. One of the culverts that were replaced was a 30-inch diameter corrugated steel pipe that crossed under SR-79 just north of Newport Road. This pipe was replaced with two 6 foot by 3 foot concrete box culverts to accommodate the historic natural runoff and protect the newly widened highway from the 100 year storm event. The unintended consequence was the increased runoff to downstream property owners because the storm water was no longer detained by the smaller pipe and a small detention basin that was eliminated when the highway was widened. The Transportation Department was able to make modifications at the outlet of the box culverts to reduce storm water runoff to private property as a temporary solution; however, additional modifications were needed upstream to detain the water and replicate the before condition. The permanent improvements require modification to the box culvert and the construction of a detention basin upstream of the culvert.

As part of future development on the west side of SR-79, the developer is conditioned to construct a detention basin to fully control flows through and downstream of the SR-79 culvert at Newport Road. The developer is in the early stages of development, and it is unknown when this detention basin will be built. Since the basin is critical to the function of the newly constructed box culvert, the Transportation Department is proposing to build a portion of the basin to control the current storm water runoff. Once the development commences, the basin would be improved by the developer to accommodate a park and soccer field, and the maintenance of the detention basin/park would be transferred to Valley Wide recreation. The developer has executed documents to allow a portion of the future basin to be constructed at this time, by the County, within their property.

The submitted plans and specifications have been approved as to form by County Counsel.

The Grant of Easement with Right of Entry Agreement for the SR-79 Basin Project, CEQA Finding of Nothing Further is Required is submitted concurrently to the Board of Supervisors for approval. The Notice of Determination (NOD) is included as part of the motion for the Grant of Easement.

Project Nos.: C6-0055

**Impact on Residents and Businesses**

The construction of the detention basin on the west side of SR-79, north of Newport Road will control the flow of storm water through the culvert under SR-79, protect the traveling public and highway from flooding, and minimize downstream impacts to private property. The County will be responsible for maintaining the interim basin, at an estimated cost of \$2,500 annually, until such time as the associated development project builds out around it and assumes maintenance responsibility. Because the basin is being constructed in a location consistent with a future basin for an approved development and the property owner is cooperating with the County, there is no cost to acquire right-of-way for it, as would have otherwise been necessary.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the Plans and Specifications and Authorization to Advertise for Bids for the Construction of State Route 79 (Winchester Road) Basin in the Community of Winchester, and CEQA Finding of Nothing Further Required. 3<sup>rd</sup> District (Clerk to Advertise); [\$289,285 Total]; [\$2,500 Ongoing]; Gas Tax 100%  
**DATE:** June 29, 2015  
**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The construction contract is estimated to cost approximately \$289,285, and construction is expected to finish in FY 2015/2016. The project will be funded with Gas Tax [ABX8-9 Mar 2010 New HUTA].

Ongoing maintenance costs are expected to be approximately \$2,500 per year to be funded by Gas Tax.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

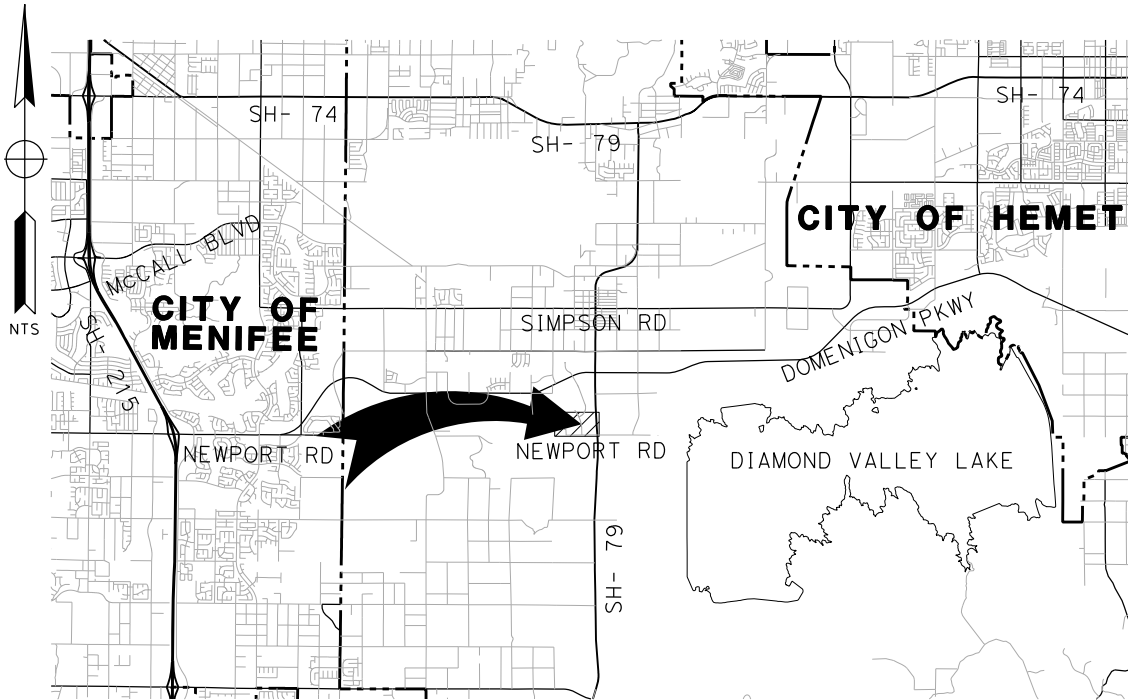
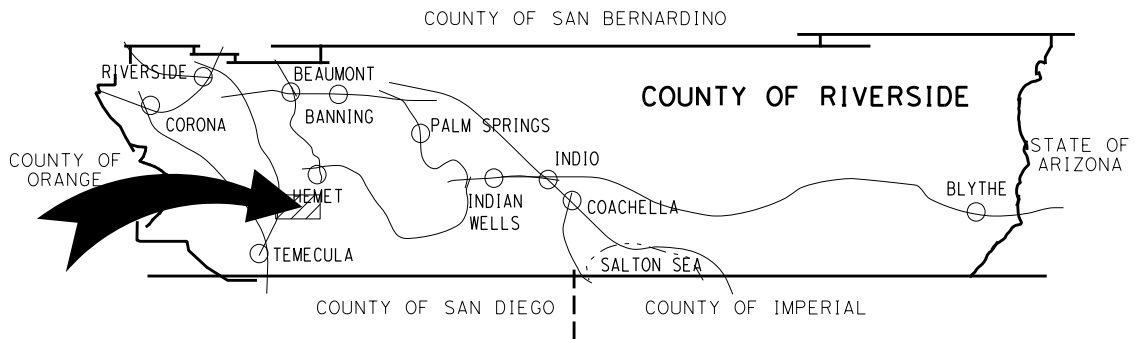
**ATTACHMENTS**

Vicinity Map  
Attachment A – Site Map

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

WINCHESTER ROAD  
STATE ROUTE 79 (SR-79) (WINCHESTER ROAD) BASIN

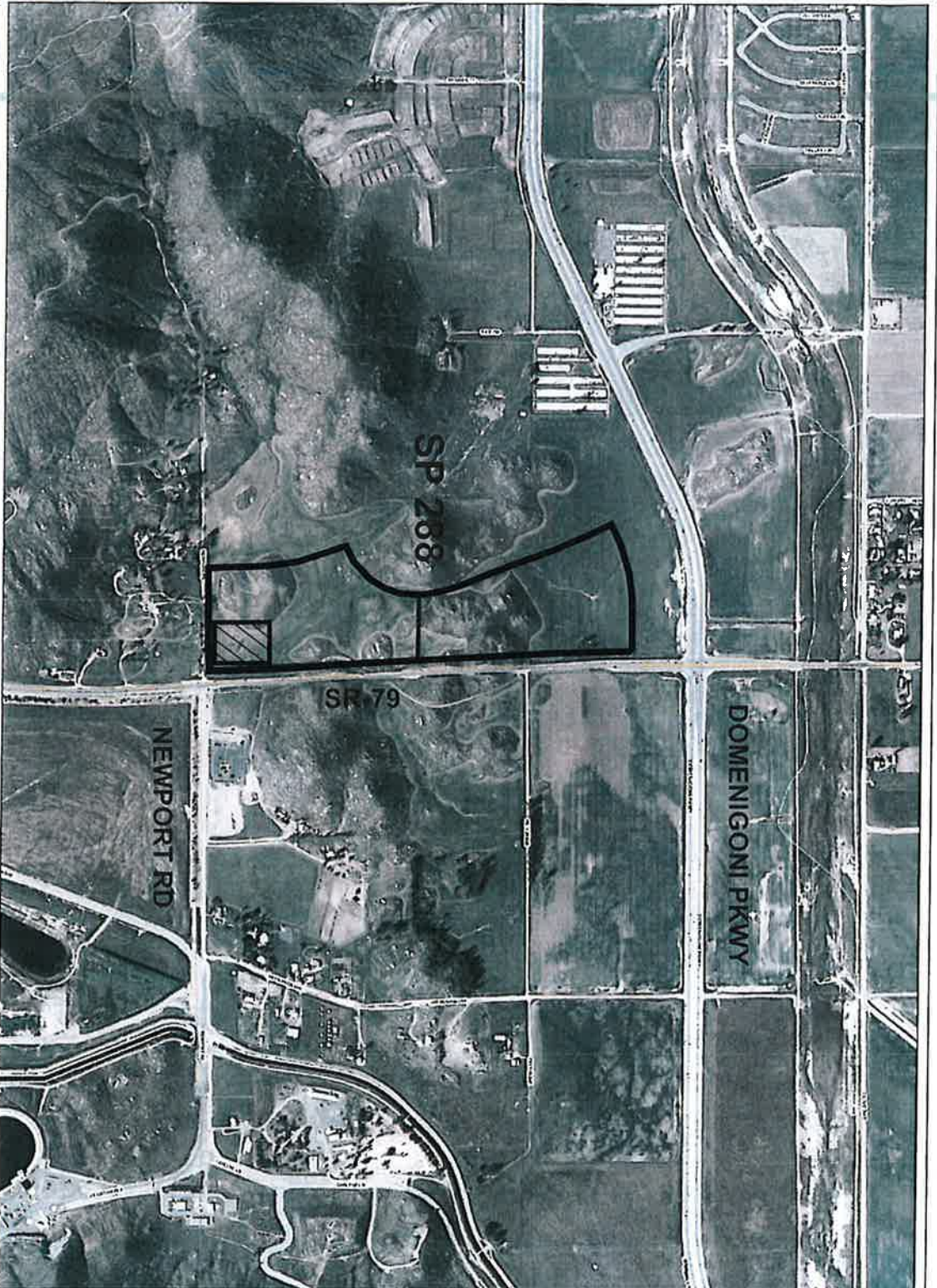
COMMUNITY OF WINCHESTER  
PROJECT No. C6-0055



**VICINITY MAP**  
TOWNSHIP 5S RANGE 2W SECTION 33  
COUNTY ROAD BOOK PAGE No. 114



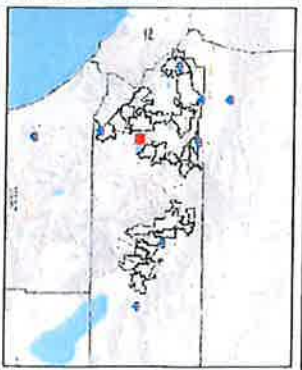
# Attachment A



**IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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## Legend

- RCLIS Parcels
- City Boundaries
- Cities
- roads
- anno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrography
- lines
- waterbodies
- Lakes
- Rivers
- Proposed Basin

## Notes

**SPECIFICATIONS and CONTRACT DOCUMENTS**  
**for the**  
**CONSTRUCTION**  
**Of**

**State Route 79 (SR-79) (Winchester Road) Basin**  
**Community of Winchester**  
**Project No. C6-0055**



**TRANSPORTATION DEPARTMENT**

## General

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\* **Note:** See the first page of this document description for a detailed Table of Contents.

## General

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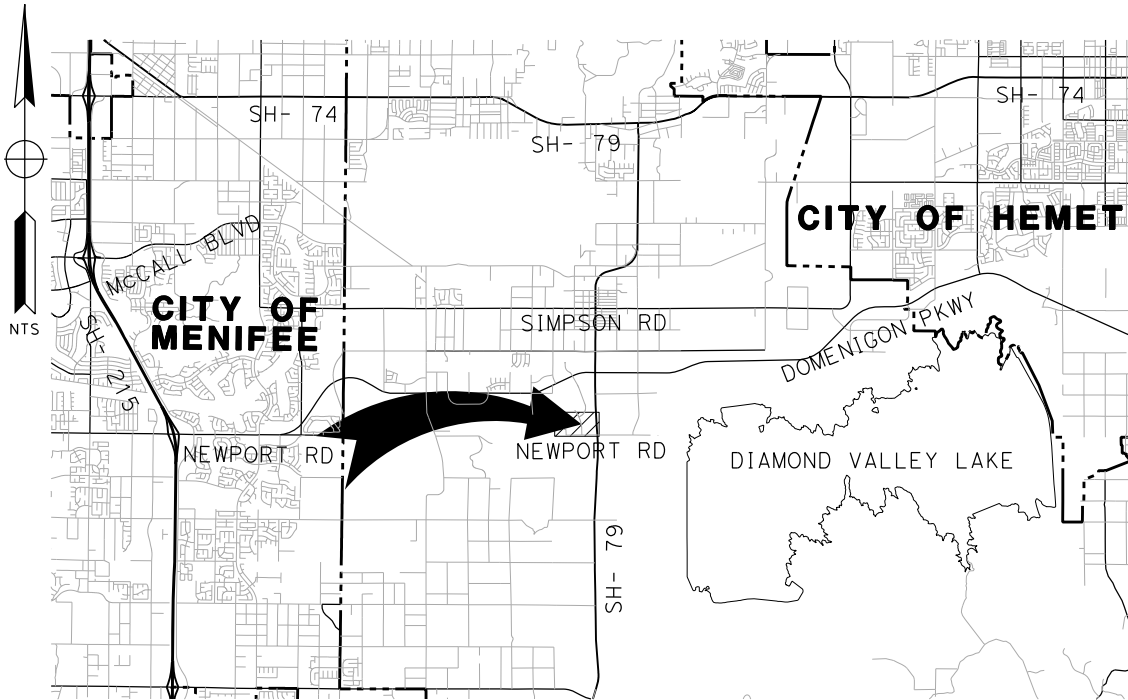
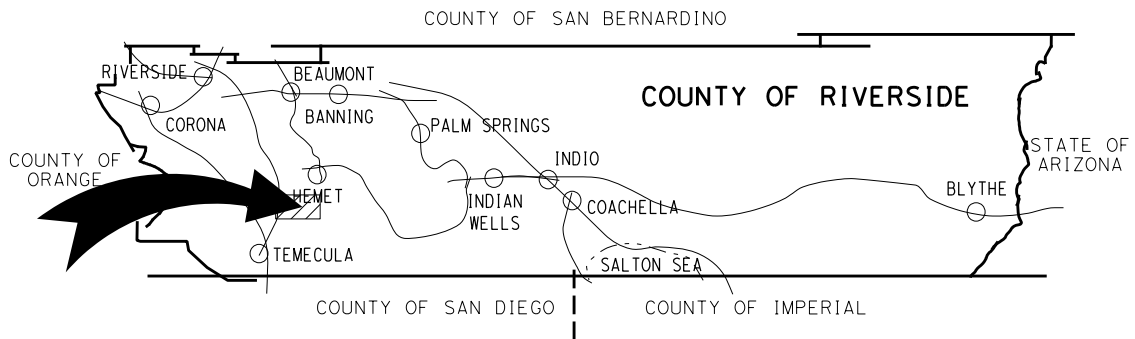
\* **Note:** See the first page of this document description for a detailed Table of Contents.



COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

WINCHESTER ROAD  
STATE ROUTE 79 (SR-79) (WINCHESTER ROAD) BASIN

COMMUNITY OF WINCHESTER  
PROJECT No. C6-0055



**VICINITY MAP**  
TOWNSHIP 5S RANGE 2W SECTION 33  
COUNTY ROAD BOOK PAGE No. 114

**Specifications and Contract Documents**

for the construction of

**State Route 79 (SR-79) (Winchester Road) Basin**

**Community of Winchester**

**Project No. C6-0055**

**Contract Approval(s):**

**Recommended by:**



John Marcinek, PE  
County Project Manager

6/29/15

Date

**Approval:**



Khalid Nasim, PE  
Engineering Division Manager

6/29/15

Date

# Specifications and Contract Documents

for the construction of

## State Route 79 (SR-79) (Winchester Road) Basin

Community of Winchester

Project No. C6-0055

### Engineering Certification(s) (continued)

The explicit specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer(s):



Joseph C. Caldwell, P.E.



June 25, 2015

Date

**Specifications and Contract Documents**

for the construction of

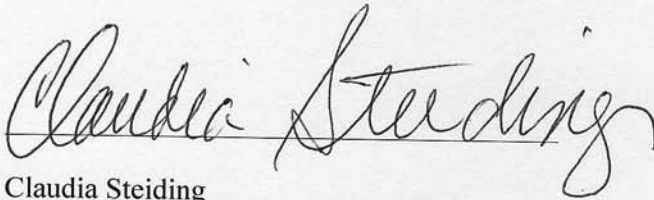
**State Route 79 (SR-79) (Winchester Road) Basin**

**Community of Winchester**

**Project No. C6-0055**

**Water Pollution Control – Specifications and Special Provisions**

**Reviewed and Recommended by:**



Claudia Steiding  
Senior Transportation Planner/NPDES  
Coordinator

6/27/15  
Date

## Notice to Bidders

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

### State Route 79 (SR-79) (Winchester Road) Basin

### Community of Winchester

### Project No. C6-0055

Bid shall be delivered to the County of Riverside Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, August 12, 2015 to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated June 2015, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$20.00 per set with 24"x36" 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.

The Contractor is required to have a Class "A" or "C-12" license at the time of bid submission.

Engineering Estimate:	\$ 260,500 - \$ 303,500
Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	40 Working Days
Website:	<a href="http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids">http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids</a>



## 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 14<sup>th</sup> 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, inclusive of alternate bid schedule(s). 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 (5<sup>th</sup>) 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 14<sup>th</sup> 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 aforesated 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 State Route 79 (SR-79) (Winchester Road) Basin, Community of Winchester, Project No. C6-0055 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.

**State Route 79 (SR-79) (Winchester Road) Basin  
Community of Winchester  
Project No. C6-0055**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066100	DUST CONTROL	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1		
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
4	160102	CLEARING AND GRUBBING (INCLUDING REMOVAL)	LS	1		
5	170101	DEVELOP WATER SUPPLY	LS	1		
6	000003	EARTHWORK (BASIN EXCAVATION AND EMBANKMENT)	CY	7,200		
7	000003	GRADED EARTH ACCESS ROAD	LS	1		
8	510501	MINOR CONCRETE [SPILLWAY AND BASIN OUTLET STRUCTURE - PER DETAIL]	CY	31		
9	000003	RIP RAP SLOPE PROTECTION [PER DETAIL]	CY	95		
10	000003	TYPE G1 INLET WITH TYPE 24-9 GRATE PER CALTRANS STD. D73 AND D77A	EA	2		
11	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	110		
12	650416	24" REINFORCED CONCRETE PIPE (CLASS IV)	LF	45		
13	017104	JUNCTION STRUCTURE (RCFC&WCD JS 228) [CASE 2]	EA	2		
14	000003	CONSTRUCT 4" THICK CONCRETE ACCESS ROAD WITH 18" DEPTH 6" THICK CUTOFF WALL PER DETAIL	LF	83		
15	000003	FENCE [REMOVE, SALVAGE, AND REINSTALL INTERFERING PORTIONS OF EXISTING FENCE]	LS	1		
16	510502	MINOR CONCRETE (MINOR STRUCTURE) [BULKHEAD, PER DETAIL]	LS	1		
17	800001	FENCE (TYPE BW, METAL POST)	LF	150		
18	000003	PIPE SWING GATE [PER RCFC&WCD STD M820]	EA	1		
19	000003	REMOVE AND DISPOSE OF EXISTING CONCRETE FLOW CONTROL STRUCTURE AND CONSTRUCT CONCRETE BULK HEAD PER DETAIL	LS	1		
20	000003	CONSTRUCT CONCRETE BULKHEAD ON EASTERLY SIDE OF HIGHWAY 79. CONTOUR SOUTHERLY RCB CELL TO DRAIN	LS	1		
21	000003	FIELD BEVEL 18" RCP AND JOIN WITH CONCRETE COLLAR PER RCFC&WCD STD M803	EA	1		
22	141000	TEMPORARY FENCE (TYPE ESA)	LF	350		
23	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1		
24	210430	HYDROSEEDING	AC	1.34		
25	150203	ABANDON CULVERT	EA	1		
26	000003	REMOVE EXISTING RIP-RAP AND FILL IN CHANNEL TO MATCH EXISTING GRADES	LS	1		
27	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	<b>820.00</b>	<b>820.00</b>

PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

ITEMS 1-27 "WORDS"

## 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:

**State Route 79 (SR-79) (Winchester Road) Basin**

**Community of Winchester**

**Project No. C6-0055**

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 State Route 79 (SR-79) (Winchester Road) Basin, Community of Winchester, Project No. C6-0055 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  
                  "Surety"

Title: \_\_\_\_\_  
  "Contractor"

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/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, **State Route 79 (SR-79) (Winchester Road) Basin, Community of Winchester, Project No. C6-0055**, 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 Inviting Bids. (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.

**State Route 79 (SR-79) (Winchester Road) Basin**  
**Community of Winchester**  
**Project No. C6-0055**

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.: \_\_\_\_\_

Department of Industrial Relations No.:  
\_\_\_\_\_

Federal Employer Identification No.:  
\_\_\_\_\_

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).



## General Conditions

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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 14<sup>th</sup> 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 14<sup>th</sup> 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](http://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 Contact 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:

<b>Approach Speed of Public Traffic Posted Limit</b>	<b>Work Areas</b>
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](http://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](mailto: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.

# SPECIAL PROVISIONS

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## DIVISION 0 COUNTY PROVISIONS

### 00 COUNTY MISCELLANEOUS

#### 00-1.01 PROJECT DESCRIPTION

In general, this project consists of construction of detention basin and associated improvements on west side of State Route 79 (SR-79) also known as Winchester Road near the intersection of Newport Road. The basin outlet will be connected with existing box culverts that crosses Winchester Road to convey the storm and nuisance water toward east side of SR-79 and sheet flow thereon. The Contractor will furnish all required materials, equipment, tools, labors, and incidentals as shown on the plans, specified in Special Provisions, Standard Specifications and contract documents.

#### 00-1.02 SPECIFICATIONS AND PLANS

This project shall conform to the requirements of the 2010 Standard Specifications and Standard Plans and Revised Standard Specifications and Revised Standard Plans to 2010 Standard Specifications and plans as issued by the State of California Department of Transportation (Caltrans).

Revised Standard Specifications dated **02-27-15** are applicable to this contract.

#### 00-1.03 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.

#### 00-1.04 TIME OF COMPLETION

The Contractor shall diligently prosecute the work to completion before the expiration of 40 working days from the date stated in the "Notice to Proceed".

#### 00-1.05 LIQUIDATED DAMAGES

The Contractor shall pay to the County the sum of \$ 800.00 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:** In addition to the liquidated damages set forth above, refer to Special Provisions Section 00-1.22, "PROJECT APPEARANCE", subsection Liquidated Damages.

## 00-1.06 PROSECUTION AND PROGRESS

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", section 8-1.05 "Time" 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, 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. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start the work.

## 00-1.07 ADDITIONAL INSURANCE AND HOLD HARMLESS

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. [State of California, Department of Transportation, its elected and appointed officials, employees, agents, and representatives,](#)

Above listed entity shall also be held harmless, in accordance with the requirements of [General Conditions Section 4](#), "Insurance and Hold Harmless" of these contract documents.

### 00-1.07A 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.

## 00-1.08 ENCROACHMENT PERMIT:

Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the Contractor will be required to obtain an Encroachment Permit.

[It shall be the responsibility of the Contractor to obtain a duplicate State of California Department of Transportation \(Caltrans\) Encroachment Permit, and pay all fees required for the work done within State Right-Of-Way prior to commencing any work. All work shall comply with the Caltrans issued permit. The Encroachment Permit fee is \\$820.00 and the County will reimburse the permit fee to contractor.](#)

[The Contractor shall submit a request for payment for Encroachment Permit fees paid upon completion of all work within State Right-Of-Way. The request shall include copies of the Encroachment Permit and all receipts and refund payment documents issued by Caltrans.](#)

### 00-1.08A Payment

Full compensation for the actual cost of Encroachment Permit fees, as paid by the Contractor to Caltrans, shall be paid on a force account basis for Obtain Encroachment Permit up to the fixed bid price. 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 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.

[At completion of the project the contractor is responsible to prepare As-Built plans and submit to the Resident Engineer for approval and County public record.](#)

### **00-1.09A Payment**

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

## **00-1.10 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 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.

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.

### **00-1.10A 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.

## **00-1.11 OBSTRUCTIONS**

Attention is directed to General Condition's item 27, "Obstructions".

Attention is directed to Sections 5-1.36, "Property and Facility Preservation", Section 15, "Existing Facilities" Section 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
Eastern Municipal Water District	951-928-3777
Southern California Edison Company	951-928-8349
Verizon Communications	951-658-7305

#### **00-1.11A Payment**

Full compensation 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 advised that he 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 signals detector loops

#### **00-1.11B Payment**

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

#### **00-1.12 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS**

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.

#### **00-1.12A 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.

#### **00-1.13 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 12-3.08 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.

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

#### **00-1.13A Payment**

Full compensation shall be considered as included in the contract price paid for Traffic Control System, and no additional compensation will be allowed therefor.

#### **00-1.14 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.

- 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 concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

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

**Liquidated Damages:**

If the Contractor fails to comply with the requirements of these Special Provisions, 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.

**00-1.14A 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.

**00-1.15 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. Prepare SWPPP	\$ 10,000.00
B. Clearing and Grubbing	\$ 1,200.00
C. Develop Water Supply	\$ 1,000.00

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

Excluding the items listed in Section 9-1.16C of the Special Provisions, no progress payment will be made for any materials ordered, furnished, delivered and/or stored that are not incorporated in the construction project.

**00-1.16 REFERENCE SPECIFIC BRANDS OR PRODUCTS**

Although the Special Provisions and construction plans reference specific brands or products, the intent of these references is as a guideline only, and products from alternate manufacturers will be accepted, provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit information and specifications of the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.

**00-1.17 MOBILIZATION, DEMOBILIZATION 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.

As part of mobilization, the Contractor shall also provide a single place (job board, etc.) to place all required federal forms, Cal/OSHA and EEO labor compliance posters, all permits, all safety items, and any and all paperwork that must be posted in public view.

The Contractor shall be responsible to secure the staging area. The Contractor shall ensure that no materials, equipment or personnel occupy or travel over adjacent property that is outside of the staging area. The Contractor shall be fully responsible for the security of his equipment and materials. Care shall be taken to avoid any contamination of the property from spills of any materials or contaminants, including gasoline, oil, concrete, etc., and any spills shall be completely and promptly removed. Upon completion of construction, the property shall be return to its original condition, to the greatest extent possible. Final payment will not be made until the condition of the staging property is inspected and approved by the Engineer.

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.

**00-1.17A 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:

<b>Percent of Contract work Completed (\$ Expended/ \$ Total Contract Price)</b>	<b>Percent of Mobilization, Demobilization, and Final Cleanup Considered to be Complete (Compensated for)</b>
10% - 40%	40%
41% - 80%	80%
Upon Demobilization and Final Cleanup	100%

- B. Payment of Mobilization, Demobilization and Final Cleanup work shall be paid per lump sum, and

shall constitute full compensation for all labor, material, tools, 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.

**00-1.18 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.

**00-1.19 MATERIAL SOURCE INSPECTION AND TESTING**

Refer to section 6-3.05C of Standard Specification.

METS: means Riverside County Transportation Department and /or their designee

**00-1.20 DUST CONTROL**

The contractor shall provide dust control for disturbed area during construction and one post construction application. The contractor shall use Gorilla Snot or similar application during construction and Powdered Soiltec or similar application for the post construction. No separate measurement or payment will be made.







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.

Full compensation to comply with this provision shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

## **12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

**Replace Section 12-5 with the following:**

### **12-5.01 Traffic Control System/ Public Convenience/ Public Safety**

#### **12-5.02 General**

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

Proposed plans shall be submitted by the Contractor for review and approval by the Transportation 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 Engineer. Construction shall not begin until the Engineer provides Contractor with County approval of the plans.

#### **12-5.03 Compliance**

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 Manual on Uniform Traffic Control Devices 2012 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, 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 Engineer for review and approval prior to submission of the required plans.

With regards to the preparation and implementation of the plans, attention is especially directed to Sections 5-1.36, 7-1.02K(6), 7-1.03, 7-1.04, 7-1.05, 7-1.06, and Section 12 of the State of California Standard Specifications.

Section 12-1.03 "Flagging Costs" of the Standard Specifications is deleted. Flagging costs will be borne entirely by the Contractor.

No payment for extra work will be allowed for work performed as specified in Section [12-1.02 \(Flaggers\)](#) and [12-1.03 \(Flagging Costs\)](#) of the Standard Specifications.

Maintaining traffic shall conform to the provisions in 5-1.37B "Load Limits", 7-1.02K(6) "Occupational Safety and Health Standards", 7-1.03 "Public Convenience", 7-1.04 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2012 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, and these Special Provisions.



## 13 WATER POLLUTION CONTROL

Replace section 13 Water Pollution Control with:

### 13-1.01 Water Pollution Control (Santa Margarita Watershed)

#### 13-1.01(A) General

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

The Area-Wide Municipal Stormwater Permits NPDES No. CAS0108766 hereafter referred to in this section as the "Municipal Permits", issued by the California Regional Water Quality Control Board (CRWQCB) – [San Diego Region](#). These permits regulate both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permits 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 all requirements of the Construction General Permit and Municipal Permit, and the De Minimus Permit (NPDES No. CAG998001).

The SWPPP shall include Fact Sheets for all selected project BMPs.

Both permits regulate stormwater and non-stormwater discharges associated with Contractor's construction activities.

Contractor's Stormwater Pollution Prevention Plan and Construction Site Monitoring Program (SWPPP/CSMP) shall be prepared by a Qualified SWPPP Developer in accordance with Section 2, "Preparing a Stormwater Pollution Prevention Plan (SWPPP)", of the *Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011)*, which is available as a free download from:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

This project is a [Risk Level 1](#) project under the Construction General Permit. Therefore, Contractor's SWPPP/CSMP shall also conform to Attachment C, Risk Level 1 Requirements of the Construction General Permit.

#### 13-1.01(B) WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's SWPPP/CSMP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's SWPPP/CSMP 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, statutes, rules, and regulations. A copy of Contractor's SWPPP/CSMP shall be maintained onsite. When the SWPPP/CSMP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the SWPPP/CSMP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's SWPPP/CSMP shall be directed to the Engineer.

B. Contractor's SWPPP/CSMP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's SWPPP/CSMP 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 the Caltrans Construction Site BMP Manual (<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>). Contractor's SWPPP/CSMP 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/CSMP 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.;

In addition, the SWPPP/CSMP preparer shall hold a valid Qualified SWPPP Developer (QSD) certificate issued by the California Stormwater Quality Association (CASQA).

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 registered through EnviroCert International, Inc.; or
2. A certified inspector of sediment and erosion control registered through Certified Inspector of Sediment and Erosion Control, Inc.

Additionally, the Contractor's Water Pollution Control Manager shall have a QSD certificate or 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/CSMP. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection.

### **13-1.01(C) General Requirements**

In the event the County incurs any Administrative Civil Liability (fine) imposed by the CRWQCB –Santa Ana 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 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.

### **13-1.01(D) Submittals**

Within ten (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one pdf. file of the SWPPP/CSMP to the Engineer for review and approval. The Contractor shall allow five (5) working days for the Engineer to review the SWPPP/CSMP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/CSMP within three (5) 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 pdf. file of the approved SWPPP/CSMP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/CSMP 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/CSMP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, SWPPP Developer, 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/CSMP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of the Work", 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 be responsible for obtaining coverage under latest adopted version of the **De-Minimus Permit** for non-stormwater discharges that do not qualify for the Regional Board's Condition Waiver No. 2, 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 the 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/CSMP 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>



### **13-1.01(G) PAYMENT**

Payment for Water Pollution Control 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/CSMP, 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 Permits and these Special Provisions, and as directed by the Engineer.

**Replace section 13-7.03D Street Sweeping with:**

### **13-7.03D Street Sweeping**

#### **13-7.03D(1) GENERAL**

##### **13-7.03D(1A) Summary**

This work includes street sweeping.

The Contractor's SWPPP/CSMP 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.

##### **13-7.03D(3) Submittals**

At least 5 working days before starting clearing and grubbing, 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 WPCP.
- B. Type of sweeper technology (or technologies).

##### **13-7.03D(4) 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.

#### **13-7.03D(5) CONSTRUCTION**

##### **13-7.03D(5A) 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.

##### **13-7.03D(5B) 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.



## **15 EXISTING FACILITIES**

### **15-2 MISCELLANEOUS FACILITIES**

#### **Add to section 15-2.01A:**

Removal/relocation of walls, barriers, post, bollards, mailboxes, structures, facilities, shrubs, vegetation, trash & debris, and signs as required for the construction of the proposed improvements, shall conform to section 15 of Standard Specifications.

#### **Replace section 15-2.01D with:**

##### **15-2.01D Payment**

Removal/relocation of walls, barriers, post, bollards, mailboxes, structures, facilities, shrubs, vegetation, trash & debris, and signs as required for the construction of the proposed improvements shall be considered as included in the contract price paid for "Clearing and Grubbing", and no additional compensation will be allowed therefore. The Contractor shall coordinate with the appropriate land owner for the removal/relocation of said facilities.

Traffic signs removed during construction shall be salvaged by the Contractor and relocated or placed at the yard of the Owner if required by the Engineer.

### **15-2.02 REMOVE**

#### **Add to section 15-2.02A**

##### **15-2.02A General**

##### **15-2.02A (1) Remove Rip Rap**

Contractor shall remove existing Rip Rap as shown on plans sheet 6 of 6 and called out by construction note number 1. After removal the contractor must fill the channel with local or imported material, compact, and grade to match adjacent grades within the drainage easement and as directed by Engineer.

**This work is the last order of work and the contractor is not allowed to proceed with this work without direction and approval from the Engineer.**

#### **Add to section 15-2.02B(4)(b)**

##### **15-2.02B(4)(b) Payment**

Full compensation to remove existing Rip Rap, place compacted fill in channel to match adjacent grades within drainage easement shall be paid per lump sum and shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals for doing all the work involved, and no additional compensation will be allowed therefore



## 19 EARTHWORK

Replace section 19-4 Reserved with:

### 19-4.01 Description

This section covers the contract items Earthwork – Basin Excavation and Embankment;

### 19-4.02 General Excavation Requirements

Pipe Excavation shall be in conformance with Section 306 of the [Greenbook Specifications](#). Basin Excavation shall be in conformance with Section 300-6 of the [Greenbook Specifications](#). Access to trenches shall be in conformance with Section 306-1.1.4 and the manner of bracing excavations shall be in conformance with Section 306-1.1.6 of the [Greenbook Specifications](#).

Excavation shall be kept to the minimum widths required for efficient placing of the pipe or structure and the construction of the various other concrete structures. The maximum length of open trench shall be in conformance with Section 306-1.1.2 of the [Greenbook Specifications](#).

In excavating for surfaces against which concrete is to be placed, care shall be exercised in removing the final lift. Upon completion of excavation for structures and pipe, surfaces against which concrete is to be placed shall be free of debris, mud or ponded water.

Material which will not provide a suitable foundation shall be removed and replaced with compacted select material as directed by the Engineer.

Any overexcavation shall be filled with select material compacted to ninety percent (90%) relative compaction and meeting the material requirements for backfill.

The Contractor shall remove slides and materials eroding into the work, and the slopes and grades refinished to original grades as specified.

The Contractor shall dispose of all surplus excavated material outside of the limits of the construction easements and permanent rights of way.

### 19-4.03 Basin Excavation and Embankment

The contract item Earthwork for Basin Excavation and Embankment covers all excavation and fill required to obtain the basin, access ramp, basin inlet and access road cross sections within the lines and grades as shown on the drawings. All excess material not used for the construction of the project shall be disposed of away from the site in conformance with "Disposal of Excess Excavated Material" provision of these Special Provisions.

Before placing any fill the subgrade shall be cleared of all vegetation and debris. All fill material placed shall be moistened and shall be free from sod, roots, brush, debris, trash and other objectionable material and shall be placed in horizontal layers not over 8 inches in depth before being compacted to ninety percent (90%) relative density.

### 19-4.04 Measurement and Payment

The contract price paid per cubic yard for Earthwork (Basin Excavation and Embankment) shall include full compensation for all direct and indirect costs incurred under this section, and for doing all the work involved in grading the basin in the construction area, as specified in these Detailed Specifications, and as directed by the Engineer.

Payment will be made on a basis of the percentage of the work completed on the entire project.

**Add section 19-4-05 Graded Earth Access Road:**

**19-4.05 Graded Earth Access Road**

**19-4.05A Description**

Contractor shall construct graded earth access road in conformance with the plans and Standard specifications section 19.

**19-4.05B General**

The Contract Bid item includes the complete grading of the basin access road as shown on the plans and as directed by the Engineer.

**19-4.05C Payment**

The contract lump sum price paid for Graded Earth Access Road shall include full compensation for all direct and indirect costs incurred under this section, and for doing all the work involved in grading the basin in the construction area, as specified in these Detailed Specifications, and as directed by the Engineer.

AA

**21 EROSION CONTROL**

**Replace Reserved section 21-1.02N with:**

**21-1.02N Erosion Control (Hydroseed)**

**21-1.02N(1) GENERAL**

**21-1.02N(2) Summary**

This work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (hydroseed) areas shown on the plans.

Comply with Section 21, "Erosion Control," of the Standard Specifications.

If notified by the Engineer that an area is ready to receive erosion control materials, start erosion control (hydroseed) work within 5 business days of the Engineer's notification to perform the work.

The Engineer will designate the ground location of all erosion control (hydroseed) areas in increments of one acre or smaller by directing the placing of stakes or other suitable markers. Furnish all tools, labor, materials, and transportation required to adequately mark the various erosion control (hydroseed) locations.

**21-1.02N(3) MATERIALS**

**21-1.02N(3)A Seed**

Deliver seed to the job site in unopened separate containers with the seed tags attached. A container without a seed tag attached is not accepted. The Engineer takes a sample of approximately **1 Oz or 2 Oz** of seed for each seed lot greater than **2 lbs.** Seed must comply with the following and table shown in section **21-1.02N(4)B "Application"** of these Special Provisions:

LEGUME SEED		
Botanical Name (Common Name)	Percent Germination	Pounds Pure Live Seed Per Acre (Slope Measurement)
<u>Lotus scoparius</u> (Deerweed)	30	1.0
<u>Lu12inus Sj2arsiflorus</u> <u>LooseFlowered</u> Annual Luoine	35	5.0
NON-LEGUME SEED		
Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
<u>Encelia farinosa</u> (Brittlebush)	30	2.0
<u>Eriogonum fasciculatum</u> (California Buckwheat)	40	3.0
<u>Eschscholzia californica</u> (California Poppy)	35	2.0
<u>Gaillardia aristata</u> (Bianketflower)	35	5.0
<u>Hemizonia fasciculata</u> (Fascicled Tarweed)	35	0.5
<u>Vulpia microstachys</u> (Three Weeks Fescue)	35	10.0

### 21-1.02N(3)B Seed Sampling Supplies

At the time of seed sampling, provide the Engineer a glassine lined bag and custody seal tag for each seed lot sample.

### 21-1.02N(3)C Commercial Fertilizer

Commercial fertilizer must have a guaranteed chemical analysis within 10 percent of 5 to 8 percent nitrogen, 3 to 6 percent phosphoric acid and 1 to 3 percent water soluble potash.

### 21-1.02N(3)D Straw

Straw must be one of the following:

1. Wheat
2. Barley
3. Wheat or barley

Wheat and barley straw must be derived from irrigated crops. Straw must be free of plastic, glass, metal, rocks, and refuse or other deleterious material.

### 21-1.02N(3)E Tackifier

Tackifier must be:

1. Nonflammable
2. Nontoxic to aquatic organisms
3. Free from growth or germination inhibiting factors

4. Bonded to the fiber or prepackaged with the fiber by the manufacturer
5. At least 10 percent of the weight of the dry fiber and include the weight of the activating agents and additives
6. Organic, high viscosity colloidal polysaccharide with activating agents, or a blended hydrocolloid-based binder

**21-1.02N(3)F Fiber**

Fiber must be:

1. Long strand, whole wood fibers, thermo-mechanically processed from clean, whole wood chips.
2. Not made from sawdust, cardboard, paper, or paper byproducts.
3. At least 25 percent of fibers 3/8 inch long.
4. At least 50 percent held on a No. 25 sieve.
5. Free from lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach.
6. Free from synthetic or plastic materials.
7. At most 7 percent ash.
8. Coloring agent for fiber must be a biodegradable nontoxic coloring agent free from copper, mercury, and arsenic.

**21-1.02N(3)G Coloring Agent**

Use a biodegradable, nontoxic coloring agent free from copper, mercury, and arsenic.

**21-1.02N(4) CONSTRUCTION**

**21-1.02N(4)A Site Preparation**

Immediately before applying seed to erosion control (Hydroseed) areas, remove trash and debris and weeds.

Removed weeds must be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

**21-1.02N(4)B Application**

Apply erosion control (hydroseed) materials in separate applications in the following sequence:

1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Material	Pounds Per Acre (Slope Measurement)
Seed	28.5
Fiber	3,500
Commercial Fertilizer	1,000

2. Apply straw at the rate of 565 pounds per acre based on slope measurements. Incorporation of straw will not be required. Distribute straw evenly without clumping or piling.
3. Apply the following mixture with hydroseeding equipment at the corresponding

Material	Pounds Per Acre (Slope Measurement)
Fiber	565
Tackifier	565

The ratio of total water to total tackifier in the mixture must be as recommended by the manufacturer.





# DIVISION VI STRUCTURES

## 51 CONCRETE STRUCTURES

**Replace section 51-3.04 Reserved with the following:**

**51-3.04 Concrete Construction**

**51-3.04(1) GENERAL**

**51-3.04(2) Description**

This section includes the contract items related to the various classes of Concrete.

**51-3.04(3) General Requirements**

Concrete for all purposes shall be composed of Portland Cement, aggregates and water of the quantities and qualities herein specified, and in the required proportions. The ingredients are to be well mixed and brought to the proper consistency and to have a compressive strength at the age of 28 days of not less than the amount shown in the following tabulation for each type of work listed:

<u>CONCRETE CLASS</u>	<u>MINIMUM SACKS CEMENT/C.Y.</u>	<u>POUNDS PER TYPE OF WORK</u>	<u>SQUARE INCH</u>
A	6	Concrete Bulkhead	4000*
A	6	Spillway, Catch Basins Drop Inlets, Junction Structures, Manholes, Concrete Collars and Headwalls	3250*
B	5	Spillway, Cutoff Walls, Curb and Gutter, Cross Gutters, Concrete Access Road and Miscellaneous Concrete not otherwise specified	3000*

\*Note: Concrete for use in structures constructed from State of California, Department of Transportation Standard Plans shall have compressive strengths as called for on those plans.

**51-3.04(4) Material and Methods**

All concrete materials, methods, forms and proportioning shall conform to Sections 51 and 90, and additionally, curb construction shall conform to Section 73 of the Caltrans Specifications. Concrete test specimens will be made in accordance with ASTM Designation C-31 and C172. Test for concrete compressive strengths will be performed in accordance with ASTM Designation C-39. Combined aggregate grading for all concrete shall be in conformance with Section 90-1.02C(4)(d) of the Caltrans Specifications and the following tabulation for each type of work listed:

<u>TYPE OF WORK</u>	<u>COMBINED AGGREGATE GRADING</u>
The inverts of: Spillways	1-1/2" Maximum
Slope Paving, Headwalls, Catch Basins, Drop Inlets, Local Depressions, Curb and Gutter, Driveways,	1" Maximum

Sidewalk, Cutoff Walls, Bulkheads, Collars,  
Encasements and Cast-in-Place Concrete Pipe  
with diameters of less than 48" and other  
Miscellaneous Concrete not otherwise specified.  
All other concrete structures

The Contractor may also elect to use an air entrained agent or an accelerant (2% PolarSet or equivalent) to speed up the set time of the CLSM. The Contractor shall submit mix designs for review and approval.

Fly Ash, Class F may be substituted for cement, up to a maximum of 15 percent by weight for all concrete. Fly Ash shall meet the standards of ASTM Designation: C-618. Water reducing agents meeting ASTM Designation: C-494 will be permitted in amounts recommended by the supplier and approved by the Engineer in writing.

No other admixture shall be used in any class of concrete without written permission from the Engineer.

Supplementing Section 90-1.01 of the Caltrans Specifications, prior to placement of any concrete the Contractor shall submit mix designs, for all types of concrete to be placed, to the Engineer for approval. Supplementing Section 90-1.02G(3) of the Caltrans Specifications, concrete delivered to the job site shall be accompanied by a ticket containing the weight of each of the individual ingredients in the mix.

#### **51-3.04(5) General Reinforcing Steel Requirements**

Reinforcing steel for all reinforced concrete structures shall be Grade 60 Low-Alloy or Grade 60 Billet-Steel. The reinforcing steel for use in structures constructed from State of California, Department of Transportation Standard Plans shall be of Grade 60 or as called for on those plans. Cleaning, bending, placing and spacing of reinforcement shall conform to the applicable provisions of Section 52 of the Caltrans Specifications and to the drawings. The Contractor shall furnish a "Certificate of Compliance" with the specification of ASTM Designation: A-706/A or A-615/A. All splices shall conform to the requirements of A.C.I. Manual, Standard 318, latest edition. Splices requested by the Contractor for his convenience shall be subject to approval by the Engineer. Longitudinal lap shall be 16 inches minimum for #4 bars and 19 inches minimum for #5 bars.

#### **51-3.04(6) Consistency**

The consistency of the concrete shall be such as to allow it to be worked into place without segregation. Unless otherwise specified, the slump shall be 3 inches plus or minus 1 inch for all concrete, except the concrete for the cast-in-place concrete pipe which shall have a slump of 2 inches plus or minus 1 inch.

The slump test shall be performed in accordance with the requirements of ASTM Designation: C-143. Slumps greater than those specified may be cause for rejection of the concrete by the Engineer.

#### **51-3.04(7) Placing**

Supplementing Section 51-1.03D(1) of the Caltrans Specifications, concrete shall not be placed except in the presence of the Engineer. The Contractor shall give reasonable notice to the Engineer each time he intends to place concrete. Such notice shall be far enough in advance to give the Engineer adequate time to inspect the subgrade, forms, steel reinforcement and other preparations for compliance with the specifications before concrete is delivered for placing.

Formed concrete shall be placed in horizontal layers in lifts of not more than 20 inches. Hoppers and chutes, pipes and "elephant trunks" shall be used as necessary to prevent segregation of the concrete.

#### **51-3.04(8) Form Removal and Finish**

Forms shall be removed only when the Engineer has given his approval. Forms shall be removed in such a way as to prevent damage to the concrete. Supports shall be removed in a manner that will permit the concrete to take stresses due to its own weight uniformly.

Forms shall not be removed sooner than the following minimum time or strength after the concrete is placed. These times represent cumulative number of days and fractions of days, not necessarily consecutive, during which the temperature of the air adjacent to the concrete is above 50 degrees

Fahrenheit. If the temperature falls below 50 degrees Fahrenheit at any time after the concrete is placed in the forms, the Engineer will advise the Contractor of additional time required before forms can be removed.

<u>Element</u>	<u>Strength or Time</u>
All structures	16 hours

The finish on all exposed formed surfaces shall conform to Section 51-1.03F(3) Class 1 Surface Finish of the Caltrans Specifications. A tight wood float finish will be required on the surface of trapezoidal channels and bridge decks and excessive surface working will not be permitted. The exposed concrete surfaces shall be broomed in a transverse direction with a fine textured hair push broom to produce a uniform surface and eliminate float marks. Brooming shall be done when the surface is sufficiently set to prevent deep scarring. If directed by the Engineer, a fine spray of water shall be applied to the surface immediately in advance of brooming.

Exposed corners of all concrete structures shall be finished with a 3/4" chamfer.

Concrete flatwork shall match adjacent surfaces. The concrete shall be struck off and tamped or vibrated until a layer of mortar has been brought to the surface. The top surface and face of curbs, gutters, catch basins and sidewalks shall be finished to match adjacent surfaces.

#### **51-3.04(9) Curing**

All concrete shall be prevented from drying for a curing period of at least seven (7) days after it is placed. Surfaces exposed to air during the curing process shall be kept continuously moist for the entire period or until curing compound is applied.

Formed surfaces shall be thoroughly wetted immediately after forms are removed and shall be kept wet until patching and repairs are completed. Water or covering shall be applied in such a way that the concrete surface is not eroded or otherwise damaged. Water for curing shall be clean and free from any substances that will cause discoloration of the concrete.

Concrete may be coated with curing compound in lieu of the continued application of moisture. The curing compound shall comply with the requirements of Section 90-1.03B(3) of the Caltrans Specifications and ASTM Designation C-309. The curing compound shall be No. 2 White Pigmented Curing Compound, Type 2, Class B for all concrete surfaces other than for flatwork which shall be coated with No. 6 Nonpigmented Curing Compound, Type 1-D, Class A containing a red fugitive dye.

The curing compound shall be sprayed on the moist concrete surfaces as soon as free water has disappeared, but shall not be applied to any surface until patching, repairs and finishing of that surface are completed. The curing compound shall be thoroughly mixed immediately before applying, and shall be applied at a uniform rate of not less than one gallon per 150 square feet of surface. No separate payment will be made for the curing compound or its application.

#### **51-3.04(10) Joints**

Joints shall be made at the locations shown on the drawings, or as approved by the Engineer.

The Contractor shall construct, in one continuous concrete placing operation, all work comprised between such joints. Joints shall be kept moist until adjacent concrete is placed.

All construction joints having a keyed, stepped, or roughened surface shall be cleaned by sandblasting prior to placement of the adjacent concrete, unless otherwise directed by the Engineer.

The sandblasting operations shall be continued until all unsatisfactory concrete, laitance, coatings, stains, debris, and other foreign materials are removed. The surface of the concrete shall be washed thoroughly to remove all loose material.

Transverse weakened plane joints shall be required in the trapezoidal channel at 10-foot spacing or as directed by the Engineer. The joints may be formed by placing a continuous strip of plastic or other material which will not react adversely with the chemical constituents of the concrete or bond with the concrete. The strip shall have a minimum thickness of 0.013 foot, a width of not less than 0.12 foot nor more than 0.13 foot for the six-inch thick channel slope and invert. After placement, the vertical axis of the joint material shall be within 10 degrees of a plane normal to the surface of the concrete. The tops of the strip shall not be above nor more than 0.02 foot below the finished concrete. Final alignment of the strip for the transverse weakened plane joints shall not vary more than 0.04 foot from the edge of a 12-foot straight edge. After installation of a joint material the concrete shall be free of segregation, rock pockets or voids and the finished concrete surface on each side of the joint shall be in the same plane.

The Contractor may elect to form the weakened plane joints in the channel surface by cutting a groove in the surface with a power driven saw. The grooves shall be cut to a minimum depth of 0.17 foot and the width shall be the minimum width possible with the type of saw being used, but in no case shall the width exceed 0.02 foot. The weakened plane joints shall be sawed within 12 hours after the concrete has been placed.

Construction joints, when required, shall be located between the transverse joints and, unless otherwise specified on the plans, shall utilize 1/2 inch diameter deformed bars 30 inches long, spaced at 18-inch centers as tie bars. The construction joints shall be straight and finished in a workmanlike manner.

Surfaces of construction joints shall be cleaned as set forth in Section 51-1.03D(4) of the Caltrans Specifications.

#### **51-3.04(11) Spillway and Basin Outlet Structure**

The contract item Spillway and Basin Outlet Structure covers the complete construction of the spillway and basin outlet structure. Included in the pay item is all earthwork and reinforcing steel.

#### **51-3.04(12) 4" Thick Concrete Access Road with 18" Depth 6" Thick Cutoff Wall**

The Contract Bid Item 4" Thick Concrete Access Road with 18" Depth 6" Thick Cutoff Wall includes the complete construction of the concrete access road with accompanying cutoff wall to the lines and grades shown on the improvement plans and as directed by Engineer. Included in the pay item is all earthwork and reinforcing steel.

#### **51-3.04(13) Concrete Bulkhead and Concrete Collar**

The contract bid items Concrete Bulkhead and Concrete Collar covers the complete construction of the Bulkheads and Collars. Included in the pay item is all earthwork and reinforcing steel. Also included in the Concrete Collar pay item is the field beveling of the reinforced concrete pipes.

#### **51-3.04(14) Junction Structure No. 2**

The contract item Junction Structure No. 2 covers the complete construction of these structures, including reinforcing steel and earthwork.

No separate payment will be made for Junction Structure No. 3 or Junction Structure No. 4.

#### **51-3.04(15) Measurement**

Measurement for payment for the contract item Spillway and Basin Outlet Structure will be the number of cubic yards placed as specified, measured to the neat lines as shown on the drawings.

Measurement for payment for the contract item 4" Thick Concrete Access Road with 18" Depth 6" Thick Cutoff Wall will be the number of lineal feet placed, measured parallel to the top of the road.

Measurement for payment for the contract item Junction Structure No. 2 will be the number of each type constructed as specified.

No measurement or payment will be made for Junction Structure Nos. 3 and 4.

No measurement will be allowed for reinforcing steel. Payment for reinforcement steel shall be included as part of the various bid items that require reinforcing steel

No measurement or payment will be made for dowels, tie bars, tie wires, blocks, chairs and other accessories.

**51-3.04(16) Payment**

The contract prices paid for the various Concrete items and reinforcing steel items shall include full compensation for all costs incurred under this section.



**DIVISION VII DRAINAGE**

**65 CONCRETE PIPE**

**65-1 GENERAL**

**65-2 REINFORCED CONCRETE PIPE**

**Add to Section 65-2**

**65-2.01A(1) Description**

This section covers the contract item Reinforced Concrete Pipe of the various sizes as required for the work.

**65-2.01A(2) General Pipe Requirement**

Pipe materials, manufacture and quality, shall conform to ASTM Designation: C-76 or C-655. The Engineer shall be furnished a "Certificate of Compliance" signed by the manufacturer of the pipe certifying that the pipe conforms to the ASTM requirements. All pipe and pipe material supplied by the Contractor shall be new.

Pipe shall be laid in a trench free of ponded water in conformance with Section 306-1.2.2, with joints in conformance with Section 306-1.2.4 of the Greenbook Specifications.

Pipe ends shall be cleaned and moistened prior to making up joint.

**65-2.01A(3) Reinforced Concrete Pipe**

The contract items for the various Reinforced Concrete Pipe include the furnishing and installing of the various pipe as specified, exclusive of earthwork.

**65-2.01A(4) Pipe on Curves**

Unsymmetrical closure of pipe joints shall not exceed 1 inch pull on the outside of the curve when pull is measured at the springline on the inside of the pipe. Mortar joints on curves shall conform in strength, texture of mortar finish and tightness to the joints for straight ended pipe.

When beveled pipe is used the maximum deflection angle shall not exceed 6 degrees unless shown on the plans or approved by the Engineer.

**65-2.01A(5) Video Inspection**

All concrete pipe (cast-in-place and reinforced) with inside diameters of 30 inches or less shall be videotaped prior to final inspection. Copies of the videotapes shall be provided to the Engineer. For pipe placed within roadway area, video inspection shall be performed and the results approved by the Engineer prior to paving.

**Add to Section 65-2.04 PAYMENT**

**65-2.04 Measurement and Payment**

Measurement for payment of the contract items Reinforced Concrete Pipe of the various sizes and classes will be the number of lineal feet of each class installed as specified measured along the centerline of the pipe in place including curves.

The contract prices paid per linear foot for the Reinforced Concrete Pipe shall include full compensation for all costs incurred under this section.



**70 MISCELLANEOUS DRAINAGE FACILITIES**

**70-1 GENERAL**

**Add New Section 70-8 Inlets and Grates**

**70-8-01 Inlet (Type G1) WITH Grate (Type 24-9)**

**70-8-01(A) General**

This section covers the contract item Type G1 Inlet with Type 24-9 Grate

**70-8-01(B) Miscellaneous Iron and Steel**

Miscellaneous Iron and Steel covers all ferrous metal used in the various hydraulic structures. Materials, parts and fittings shall conform with the following:

- (a) All Miscellaneous Metal - Per ASTM Designation: A-36.
- (b) Galvanizing – All exposed ferrous metal shall be galvanized per Section 210-3 of the Greenbook Specifications.

**70-8-01(C) Type G1 Inlet with Type 24-9 Grate**

The contract item Type G1 Inlet with Type 24-9 Grate covers the furnishing and installation of the inlet and grate. Included shall be all materials, parts, fittings, earthwork concrete and other items needed for the complete installation of the grate.

**70-8-01(D) Measurement**

Measurement for payment for the contract item Type G1 Inlet with Type 24-9 Grate will be for each inlet installed.

No measurement shall be allowed for Miscellaneous Iron and Steel. These items shall be included as part of the Bid Items that require Miscellaneous Iron and Steel.

**70-8-01(E) Payment**

The contract prices paid for Type G1 Inlet with Type 24-9 Grate shall include full compensation for all costs incurred under this section.



**DIVISION VIII MISCELLANEOUS CONSTRUCTION**  
**72 SLOPE PROTECTION**

**72-2 ROCK SLOPE PROTECTION**

**Replace Section 72-2 Rock Slope Protection with:**

**72-2.01 General** - All rock materials shall meet the gradation requirements of Section 72-2.02 of the Caltrans Specifications and the quality requirements of Sections 200-1.6.1 and 200-1.6.3 of the [Greenbook Specifications](#).

**72-2.01(A) Materials**

Rock materials shall be blocky and predominantly angular in shape. Not more than 25% of the rock shall have a length more than 2.5 times the breadth or thickness. No rock shall have a length exceeding 3.0 times its breadth or thickness. All oversize rocks, as determined by the Engineer, shall be removed.

**72-2.01(B) Construction**

Rock materials shall be placed on a firm dry foundation in conformance with Method B of Section 72-2.03 of the Caltrans Specifications, however, additional placement effort shall be required to meet the lines and grades as shown on the drawings and to fill and chink oversize voids with selected rock to establish a stable interlock.

Permeable materials such as filter blankets shall be consolidated and the surface trimmed to final grade as directed by the Engineer.

**72-2.01(C) Rip Rap Slope Protection (1/4-Ton Class)**

The contract item Rip Rap Slope Protection 1/4-Ton Class covers the rock furnished and placed as shown on the drawings as specified. Rock shall conform to 1/4-Ton Class, for Method B placement per Section 72-2.02 of the Caltrans Specifications.

**72-2.01(D) Rock Slope Protection Fabric**

Rock Protection Fabric placed beneath rock shall conform to [Class 10 per Section 88-1.02I](#) of the Caltrans Standard Specifications. A six-inch minimum layer of backing material shall be placed over the fabric prior to placing rock unless otherwise shown on the plans.

**72-2.01(E) Measurement**

Measurement for payment for the contract item Rip Rap Slope Protection 1/4-Ton Class shall be the number of cubic yards placed as specified.

No measurement for payment for Rock Slope Protection, Fabric shall be allowed. Payment for Rock Slope Protection Fabric shall be included as part of the unit cost of Rip Rap Slope Protection.

**72-2.01(F) Payment**

The contract prices paid for Rock Slope Protection 1/4-Ton Class shall include full compensation for all costs incurred under this section.





## 80 FENCES

Replace Reserved Section 80-1.08 with:

### 80-1.08 FENCES & GATES

#### 80-1.08(A) General Description

This section covers the contract items Remove, Salvage and Reinstall Interfering Portions of Existing Fence; Fence (Type BW, Metal Post); Pipe Swing Gate (RCFC&WCD Std M820); Temporary Fencing (Type ESA)

#### 80-1.08(B) Remove, Salvage and Reinstall Interfering Portions of Existing Fence

The contract item Remove, Salvage and Reinstall Interfering Portions of Existing Fence includes the removal, storage and reinstallation of existing fencing as shown on the improvement plans and as directed by the engineer. Materials salvaged shall be subject to the Engineer's approval prior to reinstallation.

#### 80-1.08(C) Fence (Type BW, Metal Post)

The contract item Fence (Type BW, Metal Post) includes furnishing and installing the material required for this portion of the work as shown on the drawings and as directed by the Engineer. Included in this item is all hardware parts, posts and fittings.

All materials shall be new except that specified for removal and relocation and shall conform to Section 206-6 of the Greenbook Specifications and the drawings, with installation in conformance with Section 304-3.2. All posts shall be set in commercial plant quality, 4 sack per cubic yard concrete.

#### 80-1.08(D) Pipe Swing Gate (RCFC&WCD Std M820)

The contract item Pipe Swing Gate (RCFC&WCD Std M820) includes furnishing and installing the various gate as shown on the drawings, complete with all gate posts set in concrete and in conformance with Section 304-3.3 of the Greenbook Specifications. Padlocks are not included in this item. On completion, gate shall operate freely without wedging or binding.

#### 80-1.08(E) Temporary Fencing (Type ESA)

The contract item Temporary Fencing (Type ESA) shall include all labor, materials and equipment necessary for installing and removing the temporary fencing.

#### 80-1.08(F) Measurement

Measurement for payment for the contract items Fence (Type BW, Metal Post) and Temporary Fencing (Type ESA) will be the number of lineal feet of fence installed measured along the top of the fence parallel to the ground.

No Measurement for payment for the contract item Remove, Salvage and Reinstall Interfering Portions of Existing Fence will be made. Rather this item will be compensated for on a Lump Sum Basis.

Measurement for payment for the contract item Pipe Swing Gate (RCFC&WCD Std M820) will be the number of gates installed. Excavation and concrete required for fence or gate posts will not be measured for payment and shall be considered as included in bid price paid for type of fence and gate.

#### 80-1.08(F) Payment

The contract price paid per lump sum for fence (Remove, Salvage and Reinstall Interfering Portions of Existing Fence); Fence (Type BW, Metal Post); Pipe Swing Gate (RCFC&WCD Std M820) shall include full compensation for all costs incurred under this section.

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# Appendix A

## AQMD Recommendations

## **Dust Abatement Attachments Table of Contents**

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| Sample Dust Control Plan (AQMD sample)                                                                            | DA5                |
| Dust Control Plan Review Checklists (AQMD document)                                                               | DA6                |
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| Best Available Control Measures<br>(from Rule 403 Implementation Handbook)                                        | DA16               |
| Best [Reasonably] Available Control Measures for High Winds Conditions<br>(from Rule 403 Implementation Handbook) | DA22               |
| Track Out Control Options<br>(from Rule 403 Implementation Handbook)                                              | DA26               |

**AQMD SIGNAGE RECOMMENDATIONS****November, 2001**

Plan holder shall post signage at specified locations on the subject property in accordance with the standards specified below. The exception to the standards is that all letters shall be 4 inches high, with the names and telephone numbers of appropriate contacts and services in bold print, as indicated in the standards. These signs shall also include the SCAQMD toll free complaint line 1-800-CUT-SMOG (1-800-288-7664) and the telephone number for the Environmental Observer. These signs shall be posted within 50 feet of the curb on all four (4) corners of the subject property.

For each Dust Control Plan aggregating less than, or equal to, ten (10) acres:

1. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
  - (a) Such sign shall measure at least four (4) feet wide by four (4) feet high and conform to the specifications in 1 (a) below.

For each Dust Control Plan aggregating over ten (10) acres:

2. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
  - (a) Such sign shall measure at least eight (8) feet wide by four (4) feet high and conform to the specifications in 1 (b) below.

**THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:****1. The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.**

(a) For 4' x 4' signs, the District recommends the following:

- I. 3/4" A/C laminated plywood board
- II. Two 4" x 4" posts
- III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
- IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

(b) For 4' x 8' signs, the District recommends the following:

- I. 1" A/C laminated plywood board
- II. Two 5" x 6" posts
- III. The posts should be attached to the 4' edges of the plywood board with at least 2 carriage bolts on each post.
- IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

**2. The sign board shall be installed and maintained in a condition such that members of the public can easily view, access, and read the sign at all times until the expiration date of the Dust Control plan.**

(a) For 4' x 4' signs, the District recommends the following:

- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
- II. The posts should be set in a hole at least 3' deep with concrete footings to preclude downing by high winds.
- III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
- IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
- V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

(b) For 4' x 8' signs, the District recommends the following:

- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
- II. The posts should be set in a hole at least 4' deep with concrete footings to preclude downing by high winds.
- III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
- IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
- V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

**3. The sign board shall contain the following information:**

- (a) Project Name
- (b) Name of Prime Contractor
- (c) Phone Number of Contractor's Employee Responsible for Dust Control Matters
- (d) County designated phone number (to be provided by the Engineer)
- (e) South Coast Air Quality Management District Phone Number

**4. The sign board shall be designed to the following alpha and numeric text dimensions (sign boards written in longhand are unacceptable).**

(a) For a permittee subject to the 4' x 4' sign requirement, the District provides the following example: (as modified by the County of Riverside for use on County Public Works projects)

|                            |                                      |                                  |                                    |
|----------------------------|--------------------------------------|----------------------------------|------------------------------------|
| 1" UPPERCASE Letters<br>→  | PROJECT NAME:                        |                                  | 3 ½ " Title Case Bold Letters<br>← |
| 1" UPPERCASE Letters<br>→  | CONTRACTOR                           |                                  | 3 ½ " Title Case Bold Letters<br>← |
| 1" Title Case Letters<br>→ | Contractor's Dust<br>Control Phone # |                                  | 3" Bold Numbers<br>←               |
| 1" Title Case Letters<br>→ | County of Riverside<br>Phone #       |                                  | 3" Bold Numbers<br>←               |
| 1" Title Case Letters<br>→ | Phone Number:                        | <b>SCAQMD<br/>1-800-CUT-SMOG</b> | 3 ½ " Bold Numbers<br>←            |

"Title Case" means the first letter of a word is capitalized and subsequent letters are lower case.

AQMD Recommendations

(b) For a permittee subject to the 4' x 8' sign requirement, the District provides the following example: (as modified by the County of Riverside)

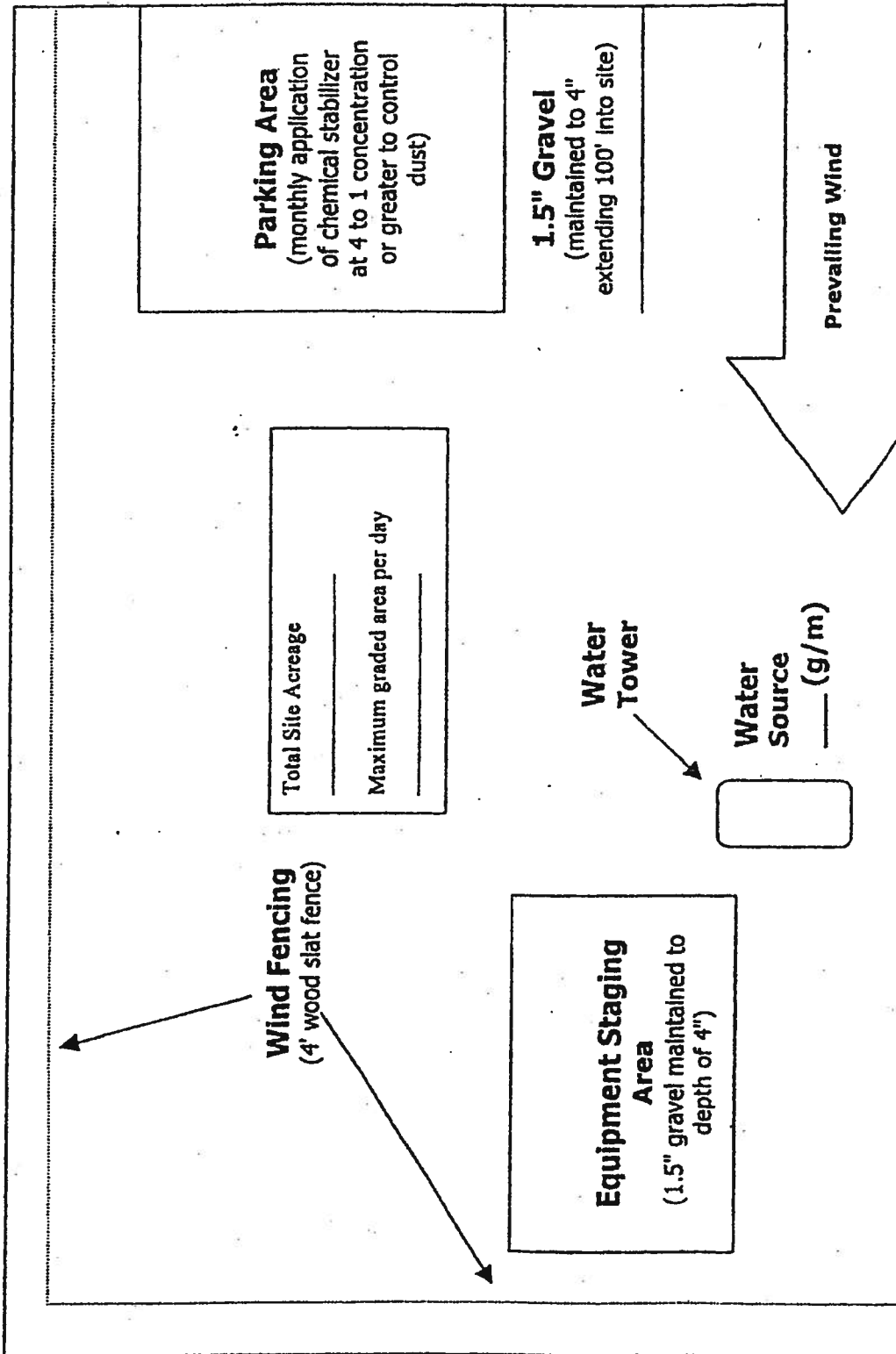
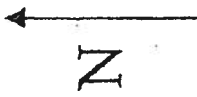
|                       |                                                          |                            |
|-----------------------|----------------------------------------------------------|----------------------------|
| 2" UPPERCASE Letters  | PROJECT NAME:                                            | 4" Title Case Bold Letters |
| 2" UPPERCASE Letters  | CONTRACTOR                                               | 4" Title Case Bold Letters |
| 2" Title Case Letters | Contractor's Dust Control Phone #                        | 4" Bold Numbers            |
| 2" Title Case Letters | County of Riverside Phone #                              | 4" Bold Numbers            |
| 2" Title Case Letters | Phone Number:                                            | 4 1/2" Bold Numbers        |
| 2" Title Case Letters | <b>SCAQMD<br/>1-800-CUT-SMOG</b>                         |                            |
|                       | <b>COUNTY OF RIVERSIDE<br/>TRANSPORTATION DEPARTMENT</b> |                            |

Section 1

Simplified Sample Site Plan

Distance and location of nearest:  
 Residence \_\_\_\_\_  
 Business \_\_\_\_\_

Existing Residential



Existing Residential  
 Existing Residential  
 Site Access

Remember...  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,  
 REGARDLESS OF CONSTRUCTION STATUS**



### Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

- If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.
- Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).
- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.
- Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.
- A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

**Remember...**

**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,  
REGARDLESS OF CONSTRUCTION STATUS**

Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.

Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".

Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.

Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.

All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1.800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.

An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.

Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remember...**  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,**  
**REGARDLESS OF CONSTRUCTION STATUS**

**Plan Review Checklist  
Finish Grading Phase**

- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of a 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during finish grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.
- Wind fencing is necessary between the site and nearby residences or businesses to reduce fugitive dust. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through a site.
- Chemical dust suppressants are to be applied at a concentration of at least 10 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.
- Construction site access(es) are to be improved with 1.5" gravel maintained to a depth of at least 4" with a minimum width of at least 20', extending 100 feet into the project site.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Internal roadway networks are to be treated with chemical dust suppressants at a minimum rate of at least 4 to 1 and retreated on a monthly basis once final roadway elevations have been reached.
- Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of at least 4 to 1 and retreated on at least a monthly basis or covered with 1.5" gravel maintained to a depth of 4" to prevent fugitive dust.
- Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remember...  
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,  
REGARDLESS OF CONSTRUCTION STATUS**

### Plan Review Checklist Construction Phase

Water applied continuously to all disturbed portions of the site by means of water truck/water pull is necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during the construction phase and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site. Block walls, if part of the final project, can replace wind fencing during the construction phase.

Chemical dust suppressants are to be applied at a concentration of at least 20 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.

Construction site accesses are to be improved with 1.5" gravel, maintained to a depth of 4", with a width of at least 20', extending 100' into the project site. Paving internal roadways can substitute for gravel.

Internal roadway networks are to be paved as early as feasible in the construction phase. Street sweeping of internal and/or external access roads will likely be required to control entrained road dust.

Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of no less than 4 to 1 and retreated on a monthly basis, or more frequently if fugitive dust is observed. If internal roadway is complete, employees are to be instructed to park on paved roads.

Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remember...**  
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,**  
**REGARDLESS OF CONSTRUCTION STATUS**

**RULE 403 IMPLEMENTATION HANDBOOK**

---

**REASONABLY AVAILABLE CONTROL MEASURES**

Paragraph (d)(3) of Rule 403 allows activities outside the South Coast Air Basin (see Figure 2-1) to implement reasonably available control measures in lieu of best available control measures. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects outside the South Coast Air Basin must demonstrate to the satisfaction of the District that the given activity is employing all reasonably available fugitive dust control measures.

The District has prepared the attached listing of reasonably available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Control of Open Fugitive Dust Sources," Midwest Research Institute, September 1988.

The District encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

**REASONABLY AVAILABLE CONTROL MEASURES**

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403, and a listing of control measures and high-wind measures. The right column contains a description of the reasonably available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

(A) Watering

DESCRIPTION

- (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.
- (2) Pre-application of water to depths of proposed cuts.
- (3) Once the land clearing/earth moving activities are complete, a second application of water can generate a thin crust that stabilizes the disturbed surface area provided that it is not disturbed. (Security fencing can be used to prevent unwanted future disturbances of sites where a surface crust has been created).

(B) Chemical stabilizers

- (1) Only effective in areas which are not subject to daily disturbances.
- (2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.

(C) Wind fencing

- (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site.
- (2) Would likely be used in conjunction with other measures (e.g., watering, chemical stabilization, etc.) to ensure that visible emissions do not cross a property line.

(D) Cover haul vehicles

- (1) Entire surface area of hauled earth should be covered once vehicle is full.

(E) Bedliners in haul vehicles

- (1) When feasible, use in bottom-dumping haul vehicles.

HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

Source: (2) Unpaved Roads

**CONTROL MEASURES**

**DESCRIPTION**

- (F) Paving
  - (1) Requires street sweeping/cleaning if subject to material accumulation.
- (G) Chemical stabilization
  - (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule
  - (2) Not recommended for high volume or heavy equipment traffic use.
- (H) Watering
  - (1) In sufficient quantities to keep surface moist.
  - (2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.
- (I) Reduce speed limits
  - (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.
- (J) Reduce vehicular trips
  - (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.
- (K) Gravel
  - (1) Gravel maintained to a depth of four inches can be an effective measure.
  - (2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.

**HIGH WIND MEASURE**

- (c) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
- (d) Apply water once each hour; or
- (e) Stop all vehicular traffic.

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

- (L) Wind sheltering
  - (1) Enclose in silos.
  - (2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.
- (M) Watering
  - (1) Application methods include: spray bars, hoses and water trucks.
  - (2) Frequency of application will vary on site-specific conditions.
- (N) Chemical stabilizers
  - (1) Best for use on storage piles subject to infrequent disturbances.
- (O) Altering load-in/load-out procedures
  - (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.
  - (2) May need to be used in conjunction with wind sheltering to prevent visible emissions from crossing the property line.
- (P) Coverings
  - (1) Tarps, plastic, or other material can be used as a temporary covering.
  - (2) When used, these should be anchored to prevent wind from removing coverings.

HIGH WIND MEASURE

- (f) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (g) Apply water once per hour; or
- (h) Install temporary covers.



Source: (4) Paved Road Track-Out

**CONTROL MEASURES**

**DESCRIPTION**

- |                                |                                                                                                                                                                          |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Q) Chemical stabilization     | (1) Most effective when used on areas where active operations have ceased.<br>(2) Vendors can supply information on methods for application and required concentrations. |
| (R) Sweep/clean roadways       | (1) Either sweeping or water flushing may be used.                                                                                                                       |
| (S) Cover haul vehicles        | (1) Entire surface area should be covered once vehicle is full.                                                                                                          |
| (T) Bedliners in haul vehicles | (1) When feasible, use in bottom dumping vehicles.                                                                                                                       |
| (U) Site access improvement    | (1) Pave internal roadway system.<br>(2) Most important segment, last 100 yards from the connection with paved public roads                                              |

**HIGH WIND MEASURE**

- (i) Cover all haul vehicles; and
- (j) Clean streets with water flushing, unless prohibited by the Regional Water Quality Control Board.

Source: (S) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

DESCRIPTION

- (Q) Chemical stabilization
  - (1) Most effective when used on areas where active operations have ceased.
  - (2) Vendors can supply information on methods for application and required concentrations.
- (R) Watering
  - (1) Requires frequent applications unless a surface crust can be developed.
- (S) Wind fencing
  - (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site.
- (T) Vegetation
  - (1) Establish as quickly as possible when active operations have ceased.
  - (2) Use of drought tolerant, native vegetation is encouraged.

HIGH WIND MEASURES

- (k) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (l) Apply water to all disturbed surface areas 3 times per day.

**RULE 403 IMPLEMENTATION HANDBOOK**

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**BEST AVAILABLE CONTROL MEASURES**

Rule 403, paragraph (d)(2) requires active operations [defined in Rule 403, paragraph (c)(1)] within the South Coast Air Basin (see Figure 2-1) to implement at least one best available control measure for each fugitive dust source type on site. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects within the South Coast Air Basin must demonstrate to the satisfaction of the AQMD that the given activity is employing all best available fugitive dust control measures.

The AQMD has prepared the attached listing of best available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Fugitive Dust Background Document and Technical Information Document for Best Available Control Measures," Office of Air and Radiation, September 1992.

The AQMD encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

**RULE 403 IMPLEMENTATION HANDBOOK**

**BEST AVAILABLE CONTROL MEASURES**

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the best available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

**CONTROL MEASURES**

**DESCRIPTION**

- |                                |                                                                                                                                                                                                                                                                 |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (A) Watering (pre-grading)     | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.<br>(2) Pre-application of water to depths of proposed cuts. |
| (A-1) Watering (post-grading)  | (1) In active earth-moving areas water should be applied at sufficient frequency and quantity to prevent visible emissions from extending more than 100 feet from the point of origin.                                                                          |
| (A-2) Pre-grading planning     | (1) Grade each phase separately, timed to coincide with construction phase; or<br>(2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phase ends.          |
| (B) Chemical stabilizers       | (1) Only effective in areas which are not subject to daily disturbances.<br>(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.                                           |
| (C) Wind fencing               | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B).       |
| (D) Cover haul vehicles        | (1) Entire surface area of hauled earth should be covered once vehicle is full.                                                                                                                                                                                 |
| (E) Bedliners in haul vehicles | (1) When feasible, use in bottom-dumping haul vehicles.                                                                                                                                                                                                         |

**HIGH WIND MEASURE**

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

## CONTROL MEASURES

### DESCRIPTION

- |                            |                                                                                                                                                                                                           |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (F) Paving                 | (1) Requires street sweeping/cleaning if subject to material accumulation.                                                                                                                                |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule<br>(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering               | (1) In sufficient quantities to keep surface moist.<br>(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.                                        |
| (I) Reduce speed limits    | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.                                    |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.                                                                                                         |
| (K) Gravel                 | (1) Gravel maintained to a depth of four inches can be an effective measure.<br>(2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.               |

## HIGH WIND MEASURE

- (a) Apply a chemical stabilizer (to meet the specifications established by the Rule ) prior to wind events; or
- (b) Apply water once each hour; or
- (c) Stop all vehicular traffic.

**RULE 403 IMPLEMENTATION HANDBOOK**

**Source:** (3) Storage Piles

**CONTROL MEASURES**

**DESCRIPTION**

- |                                          |                                                                                                                                                                |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (L) Wind sheltering                      | (1) Enclose in silos.<br>(2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.                                  |
| (M) Watering                             | (1) Application methods include: spray bars, hoses and water trucks.<br>(2) Frequency of application will vary on site-specific conditions.                    |
| (N) Chemical stabilizers                 | (1) Best for use on storage piles subject to infrequent disturbances.                                                                                          |
| (O) Altering load-in/load-out procedures | (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.<br>Must be used in conjunction with either measure (L), (M), (N), or (P).  |
| (P) Coverings                            | (1) Tarps, plastic, or other material can be used as a temporary covering.<br>(2) When used, these should be anchored to prevent wind from removing coverings. |

**HIGH WIND MEASURE**

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once per hour; or
- (c) Install temporary covers.

**RULE 403 IMPLEMENTATION HANDBOOK**

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Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).

January 1999

**RULE 403 IMPLEMENTATION HANDBOOK**

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**Source:** (S) Disturbed Surface Areas/ Inactive Construction Sites

**CONTROL MEASURES**

**DESCRIPTION**

- (Q) Chemical stabilization
  - (1) Most effective when used on areas where active operations have ceased.
  - (2) Vendors can supply information on methods for application and required concentrations.
- (R) Watering
  - (1) Requires frequent applications unless a surface crust can be developed.
- (S) Wind fencing
  - (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. Must be used in conjunction with either measure (Q), (R), or (T).
- (T) Vegetation
  - (1) Establish as quickly as possible when active operations have ceased.\*

**HIGH WIND MEASURES**

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (b) Apply water to all disturbed surface areas 3 times per day.

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\* Use of drought tolerant, native vegetation is encouraged.



TABLE 1

## BEST [REASONABLY]\* AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS

| <b>FUGITIVE DUST SOURCE CATEGORY</b> | <b><u>CONTROL MEASURES</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Earth-moving</b>                  | (1A) Cease all active operations; OR<br>(2A) Apply water to soil not more than 15 minutes prior to moving such soil.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Disturbed surface areas</b>       | (0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR<br>(1B) Apply chemical stabilizers prior to wind event; OR<br>(2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR<br>(3B) Take the actions specified in Table 2, Item (3c); OR<br>(4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas. |
| <b>Unpaved roads</b>                 | (1C) Apply chemical stabilizers prior to wind event; OR<br>(2C) Apply water twice [once] per hour during active operation; OR<br>(3C) Stop all vehicular traffic.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Open storage piles</b>            | (1D) Apply water twice [once] per hour; OR<br>(2D) Install temporary coverings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Paved road track-out</b>          | (1E) Cover all haul vehicles; OR<br>(2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>All Categories</b>                | (1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

January 1999

**TABLE 2**  
**DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(4)\***

| <u>FUGITIVE DUST SOURCE CATEGORY</u>                                                       | <u>CONTROL ACTIONS</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Earth-moving (except construction cutting and filling areas, and mining operations)</b> | <p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations;<br/>OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>                                                                                                                                                                             |
| <b>Earth-moving:<br/>Construction fill areas:</b>                                          | <p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p> |

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)\*

| <b><u>FUGITIVE DUST SOURCE CATEGORY</u></b>                                | <b><u>CONTROL ACTIONS</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Earth-moving:<br/>Construction cut areas<br/>and mining operations:</b> | (1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Disturbed surface areas<br/>(except completed<br/>grading areas)</b>    | (2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Disturbed surface<br/>areas: Completed<br/>grading areas</b>            | (2c) Apply chemical stabilizers within five working days of grading completion; OR<br><br>(2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Inactive disturbed<br/>surface areas</b>                                | (3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR<br><br>(3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR<br><br>(3c) Establish a vegetative ground cover within 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR<br><br>(3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas. |

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)

| <u>FUGITIVE DUST SOURCE CATEGORY</u> | <u>CONTROL ACTIONS</u>                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Unpaved Roads</b>                 | (4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR<br>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR<br>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface. |
| <b>Open storage piles</b>            | (5a) Apply chemical stabilizers; OR<br>(5b) Apply water to at least 80 [70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR<br>(5c) Install temporary coverings; OR<br>(5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.                    |
| <b><u>All Categories</u></b>         | (6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.                                                                                                                                                                                                                                                                  |

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

January 1999

AQMD Recommendations  
**TABLE 3**  
**TRACK-OUT CONTROL OPTIONS**  
**PARAGRAPH (d)(5)(B)**

CONTROL OPTIONS

|     |                                                                                                                                                                                                                                                                                                                                                                                |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.                                                                                           |
| (2) | Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device. |
| (3) | Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.                                                                                                                                                                                                                                   |

# Appendix B

## Reference Drawings

V.040815

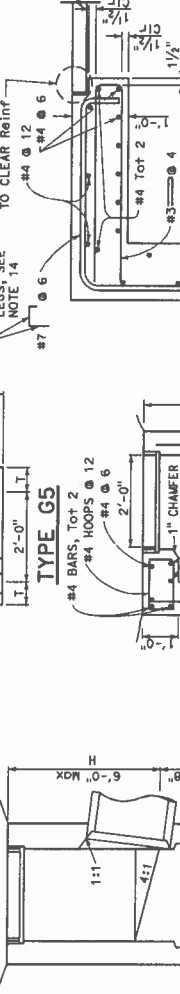
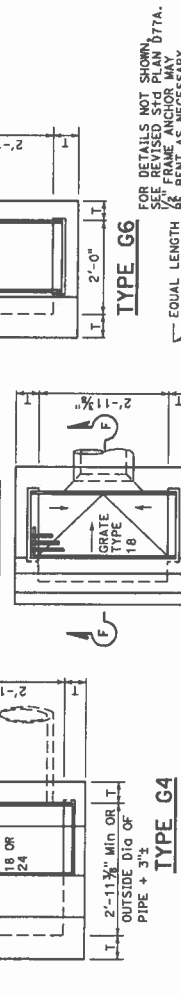
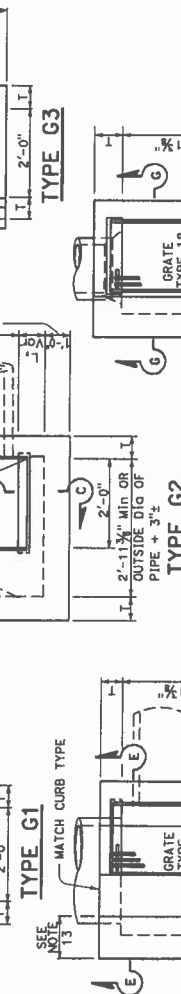
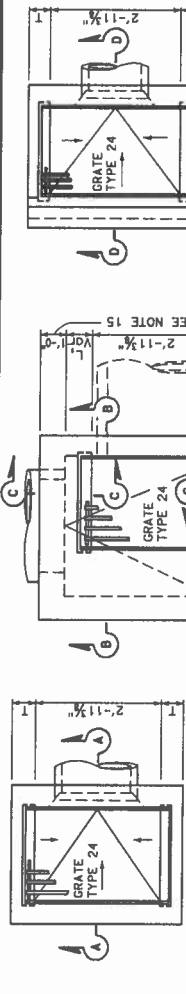
Project No. *State Route 79 (SR- 79) (Winchester Rd.)Basin, C6-0055*

TO ACCOMPANY PLANS DATED \_\_\_\_\_

City COUNTY ROUTE POST MILES SHEET NO. TOTAL PROJECTS SHEETS

REGISTERED CIVIL ENGINEER  
 October 19, 2012  
 THE STATE OF CALIFORNIA  
 CIVIL ENGINEERING BOARD  
 License No. 42454  
 EXPIRES 10/19/13  
 THE STATE OF CALIFORNIA  
 CIVIL ENGINEERING BOARD  
 License No. 42454  
 EXPIRES 10/19/13

- NOTES:**
- "h" is the difference in elevation between the outlet pipe flow line and the normal gutter grade line undepressed.
  - For "T" wall thickness, see Table A below.
  - Wall reinforcing not required when "h" is 8'-0" or less and the unsupported width or length is 7'-0" or less.
  - Walls exceeding these limits shall be reinforced with #4 bars @ 1'-6" centers placed 1/2" clear to inside of box unless otherwise shown.
  - Inlet bottom reinforcing not required. See Standard Plan D74C for alternative reinforced bottom and alternative half round bottom.
  - Steps-Walls required where "h" is less than 2'-6". Where "h" is 2'-6" or more, install steps with lowest rung 1'-0" above the floor and highest rung not more than 6" below top of inlet. The distance between steps shall not exceed 1'-0" and shall be uniform throughout the length of the wall. Place steps in the wall without an opening. Steps inserts may be substituted for the bar steps. Step inserts shall comply with State Industrial Safety requirements. See Standard Plan D74C for step details.
  - Details shown apply to both metal and concrete pipe.
  - Pipe(s) can be placed in any wall.
  - Curb section shall match adjacent curb.
  - Basin floors shall match wood trowel finish and a minimum slope of 1:23 from all directions toward outlet pipe.
  - Set inlets so that grate bars are parallel to direction of principal surface flow.
  - See Revised Standard Plans D77A and D77B for grate and frame details and weights of miscellaneous iron and steel.
  - See Standard Plan D78A for gutter depression details.
  - This dimension will vary with different grates, curb types, box width and wall thickness.
  - Bar may be rotated as necessary to clear opening. Where "L" is 6" or less, bar may be omitted.
  - Where "L" is 6" or less, wall thickness shall be as shown in Table A.
  - Cast-in-place inlets to be formed around all pipes/stubs intersecting the inlet, and concrete poured in one continuous operation. Precast inlets shall have mortared connections conforming to details for Type GCP Inlet shown on Standard Plan D75B. See Standard Specifications for mortar composition.



**TABLE A**

**CONCRETE QUANTITIES**

| TYPE                       | H=3'-0" TO 8'-0" (T=6")      |                              | H=8'-1" TO 20'-0" (T=8")     |                              |
|----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
|                            | ADDITIONAL PCC PER FOOT (CY) | ADDITIONAL PCC PER FOOT (CY) | ADDITIONAL PCC PER FOOT (CY) | ADDITIONAL PCC PER FOOT (CY) |
| G-1                        | 0.95                         | 0.220                        | See Note A                   | SEE NOTE A                   |
| G-2 <sup>h</sup>           | 1.31                         | 0.255                        | 3.50                         | 0.357                        |
| G-3                        | 1.03                         | 0.220                        | See Note A                   | SEE NOTE A                   |
| G-4 <sup>h</sup> (TYPE 24) | 1.27                         | 0.255                        | 3.48                         | 0.357                        |
| G-4 <sup>h</sup> (TYPE 18) | 1.30                         | 0.255                        | 3.50                         | 0.357                        |
| G-5                        | 1.02                         | 0.220                        | SEE NOTE A                   | SEE NOTE A                   |
| G-6                        | 1.04                         | 0.220                        | SEE NOTE A                   | SEE NOTE A                   |

TABLE BASED ON 8" FLOOR SLAB. NO DEDUCTIONS ARE TO BE MADE TO THESE QUANTITIES BECAUSE OF PIPE OPENINGS, DIFFERENT FLOOR FINISHES, OR PERGOLING CURB TYPES. QUANTITIES FOR TYPE G-2 AND G-4 INLETS BASED ON THE MINIMUM INTERIOR DIMENSIONS.

**NOTE A:**  
Maximum allowable height 6'-0".

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**DRAINAGE INLETS**  
 NO SCALE  
 REVISED STANDARD PLAN RSP D73

RSP D73 DATED OCTOBER 19, 2012 SUPERSEDES STANDARD PLAN D73 DATED MAY 20, 2011 - PAGE 156 OF THE STANDARD PLANS BOOK DATED 2010.

DIST COUNTY ROUTE PROJECT SHEET TOTAL SHEETS

APRIL 19, 2013

REGISTERED CIVIL ENGINEER

STATE OF CALIFORNIA

APPROVED FOR THE PROJECT

DATE: 5-20-13

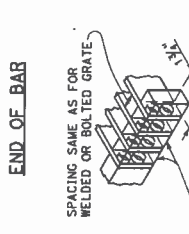
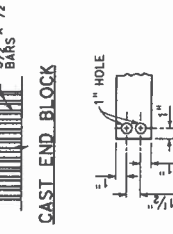
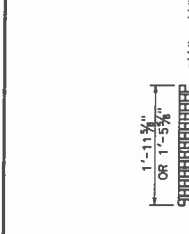
NO. 03-13-01

THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATIONS SPECIFICALLY IDENTIFIED ON THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED \_\_\_\_\_

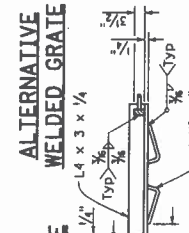
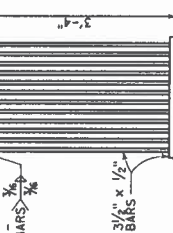
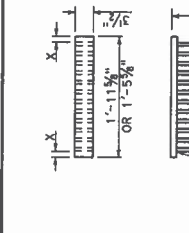
**NOTES:**

1. Grate type numbers refer to approximate width of grate in inches and number of bars, respectively.
2. Contractor has the option of using cast ductile iron, cast carbon steel, welded, bolted, or cast and block grate.
3. Rounded top of bars optional on all grates.
4. Pipe inlets with 6 grates shall be placed so that bars parallel direction of principle surface flow.
5. Complete joint penetration butt welds may be substituted for the fillet welds on all anchors.
6. Standard square, hexagon, round or octagonal anchors shall be used and substituted for the right angle hooks on the anchors shown on this plan.
7. Grate and frame weights are based on welded grates (weights of face angles, steps, protection bars, etc. are not included).
8. Connect chain to grate and frame only at locations shown on the plans. When chain is required, do not use cast ductile iron grates.



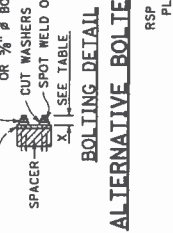
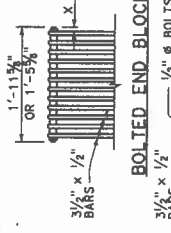
BOTH ENDS HELD TOGETHER BY SOLID CASTING

**ALTERNATIVE CAST DUCTILE IRON OR CAST CARBON STEEL END BLOCK GRATE**

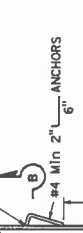
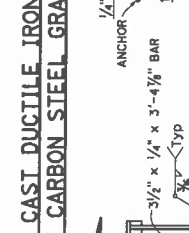
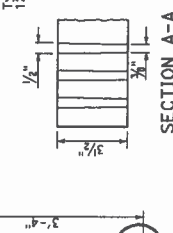
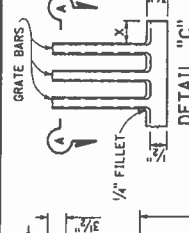


**ALTERNATIVE ANCHOR FOR RECTANGULAR FRAME**

(For details not shown, See Rectangular Frame Details)

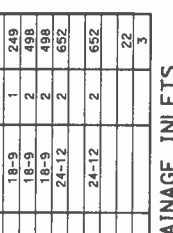
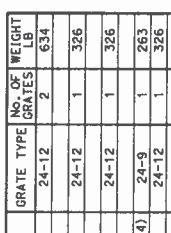


**ALTERNATIVE BOLTED GRATE**

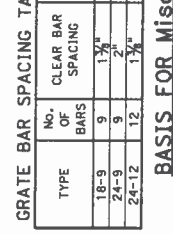
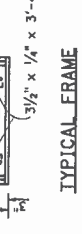
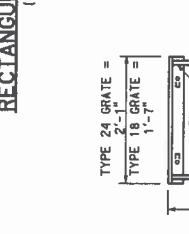
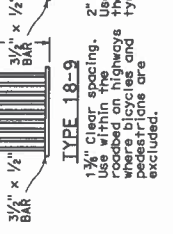
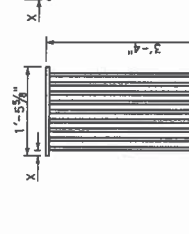
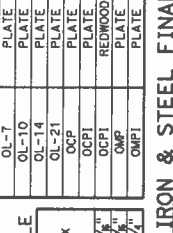
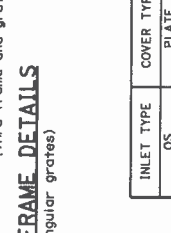
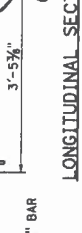
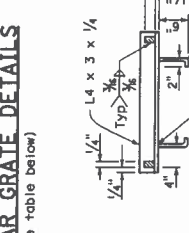
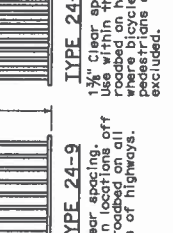
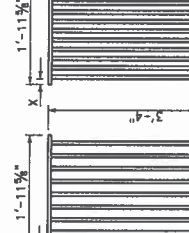
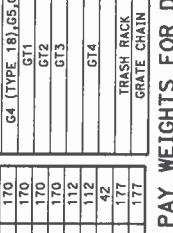
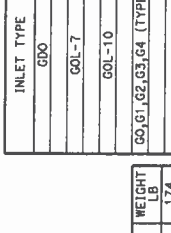
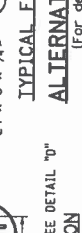
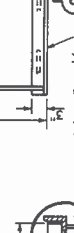
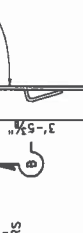
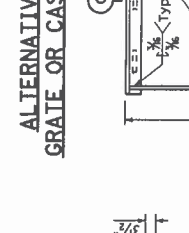
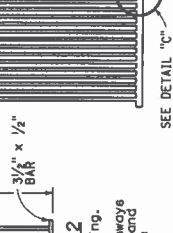
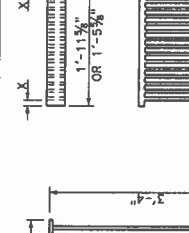


**ALTERNATIVE ANCHOR FOR RECTANGULAR FRAME**

(For details not shown, See Rectangular Frame Details)



**ALTERNATIVE BOLTED GRATE**



| INLET TYPE                    | GRATE TYPE | No. OF GRATES | WEIGHT LB |
|-------------------------------|------------|---------------|-----------|
| G00                           | 24-12      | 2             | 634       |
| G01-7                         | 24-12      | 1             | 326       |
| G01-10                        | 24-12      | 1             | 326       |
| G01, G1, G2, G3, G4 (TYPE 24) | 24-9       | 1             | 263       |
|                               | 24-12      | 1             | 326       |
| G4 (TYPE 18), G5, G6          | 18-9       | 1             | 249       |
| G11                           | 18-9       | 2             | 498       |
| G12                           | 18-9       | 2             | 498       |
| G13                           | 24-12      | 2             | 652       |
| G14                           | 24-12      | 2             | 652       |
| TRASH RACK                    |            |               |           |
| GRATE CHAIN                   |            |               |           |
|                               |            |               | 22        |
|                               |            |               | 3         |

| INLET TYPE | COVER TYPE | WEIGHT LB |
|------------|------------|-----------|
| OS         | PLATE      | 174       |
| OL-7       | PLATE      | 170       |
| OL-10      | PLATE      | 170       |
| OL-14      | PLATE      | 170       |
| OL-21      | PLATE      | 170       |
| OLP        | PLATE      | 112       |
| DCPI       | PLATE      | 42        |
| OMP        | REDWOOD    | 177       |
| OMP        | PLATE      | 177       |
| OMP        | PLATE      | 177       |

| NO. OF BARS | CLEAR BAR SPACING | X      |
|-------------|-------------------|--------|
| 18-9        | 9                 | 1 1/8" |
| 24-9        | 9                 | 1 1/4" |
| 24-12       | 12                | 1 1/4" |

**RECTANGULAR FRAME DETAILS**

(For all rectangular grates)

**LONGITUDINAL SECTION**

(Thru frame and grate)

**RECTANGULAR FRAME DETAILS**

(For all rectangular grates)

**GRATE BAR SPACING TABLE**

(See Note 7)

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**GRATE DETAILS No. 1**

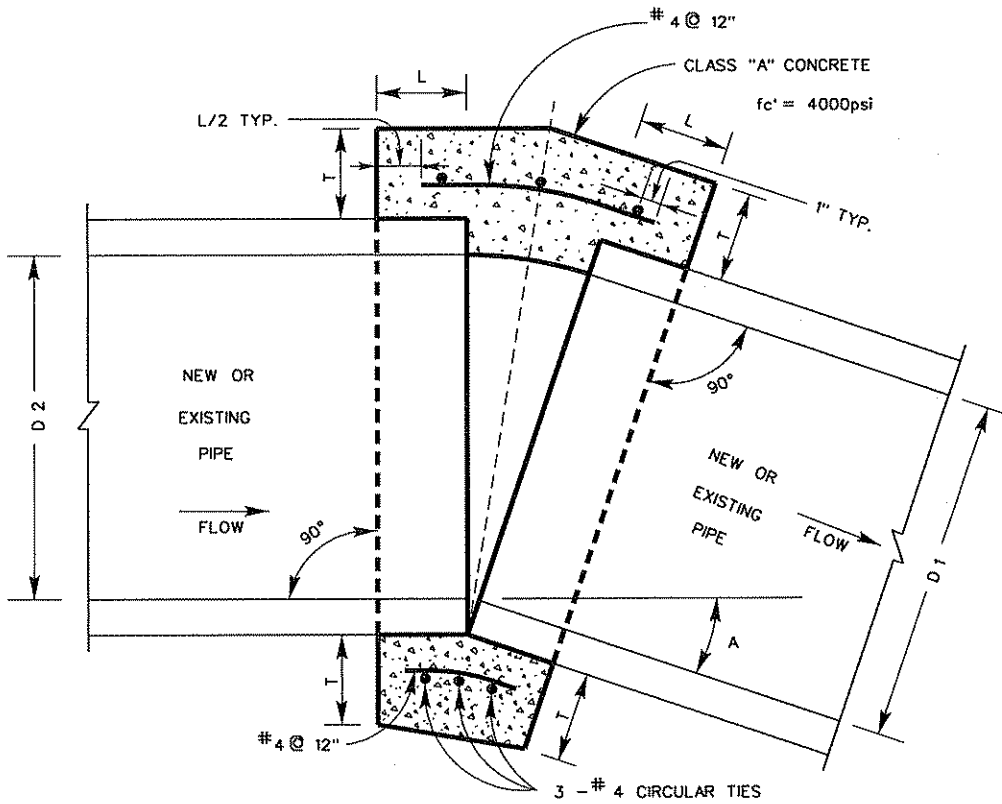
NO. SCALE

RSP D77A DATED APRIL 19, 2013 SUPERSEDES RSP D77A DATED JULY 20, 2012 AND STANDARD PLAN D77A DATED MAY 20, 2011 - PAGE 164 OF THE STANDARD PLANS BOOK DATED 2010.

**REVISED STANDARD PLAN RSP D77A**

**BASIS FOR Misc IRON & STEEL FINAL PAY WEIGHTS FOR DRAINAGE INLETS**

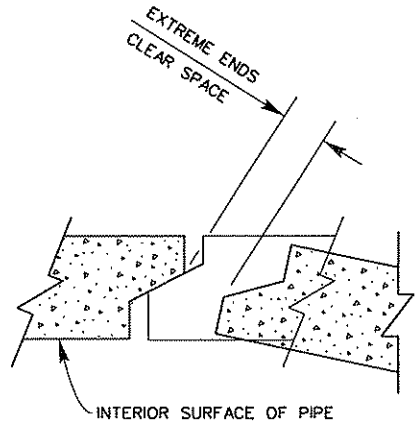




| D   | L     | T   |
|-----|-------|-----|
| 12" | 1.0'  | 4"  |
| 18" | 1.0'  | 5"  |
| 24" | 1.0'  | 6"  |
| 36" | 1.5'  | 8"  |
| 48" | 1.5'  | 10" |
| 57" | 1.5'  | 10" |
| 60" | 1.75' | 11" |
| 66" | 1.75' | 11" |

**NOTES**

1. A CONCRETE COLLAR IS REQUIRED WHERE THE CHANGE IN GRADE EXCEEDS 0.10 FT. PER FOOT, OR IF CHANGE IN ALIGNMENT EXCEEDS 0.10 FT. PER FOOT.
2. IF THE EXTREME ENDS OF THE PIPE LEAVE A CLEAR SPACE THAT IS GREATER THAN 1", BUT LESS THAN 6", A CONCRETE COLLAR IS REQUIRED (SEE DETAIL A THIS SHEET). IF THE CLEAR SPACE IS 6" OR GREATER, A TRANSITION STRUCTURE IS REQUIRED.
3. CONCRETE COLLAR SHALL NOT BE USED FOR A SIZE CHANGE ON THE MAIN LINE.
4. WHERE PIPES OF DIFFERENT DIAMETERS ARE JOINED WITH A CONCRETE COLLAR, L AND T SHALL BE THOSE OF THE LARGER PIPE.  $D = D_1$  OR  $D_2$ , WHICHEVER IS GREATER.
5. FOR PIPE LARGER THAN 66" A SPECIAL COLLAR DETAIL IS REQUIRED.
6. FOR PIPE SIZE NOT LISTED USE THE NEXT SIZE LARGER.
7. OMIT REINFORCING ON PIPES 24" AND LESS IN DIAMETER AND ON ALL PIPES WHERE ANGLE A IS LESS THAN 10°.
8. WHERE REINFORCING IS REQUIRED THE DIAMETER OF THE CIRCULAR TIES SHALL BE  $D + (2 \times \text{WALL THICKNESS}) + 8"$ .
9. WHEN  $D_1$  IS EQUAL TO OR LESS THAN  $D_2$  JOIN INVERTS AND WHEN  $D_1$  IS GREATER THAN  $D_2$  JOIN SOFFITS.
10. PIPE MAY BE CORRUGATED METAL PIPE, CONCRETE PIPE, OR REINFORCED CONCRETE PIPE.



**DETAIL "A"**  
TYPICAL JOINT FOR  
REINFORCED CONCRETE PIPE

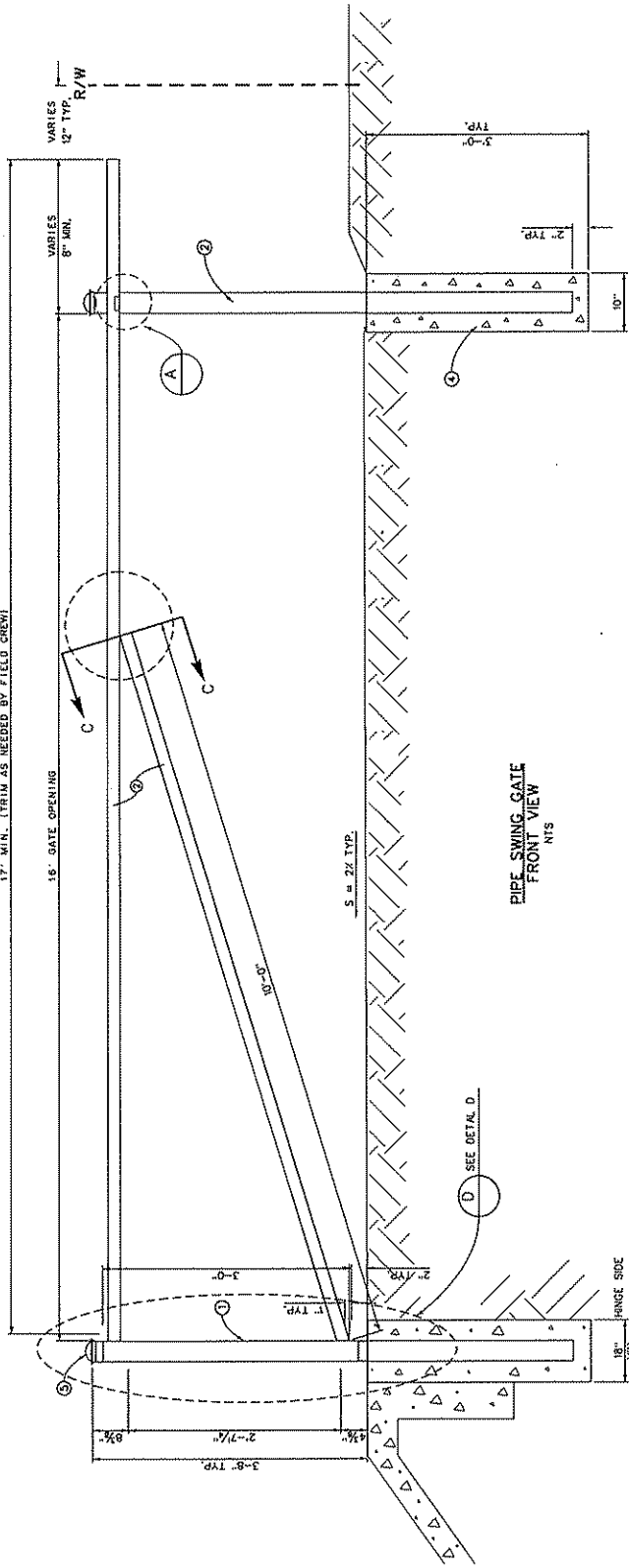
APWA STD. PLAN 380-1  
L.A.C.F.C. 2-0393



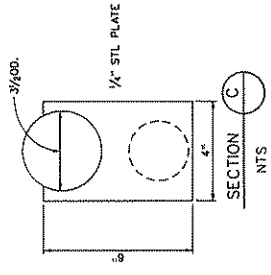
RIVERSIDE COUNTY FLOOD CONTROL  
AND  
WATER CONSERVATION DISTRICT  
APPROVED BY: *Warren D. Willmeyer*  
CHIEF ENGINEER  
DATE: Apr 15, 2004 R.C.E. NO. 32336

**CONCRETE COLLAR  
FOR  
PIPE 12 INCHES THROUGH  
66 INCHES**  
STANDARD DRAWING NUMBER M803

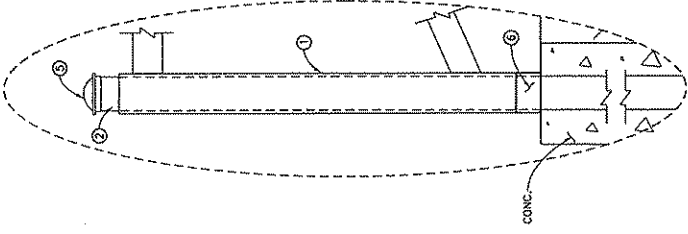
17" MIN. (TRIM AS NEEDED BY FIELD CREW)



PIPE SWING GATE  
FRONT VIEW  
NTS

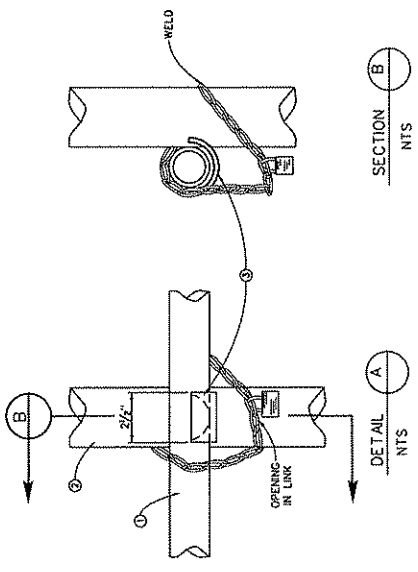


SECTION C  
NTS



REVISED GATE & HINGE  
DETAIL D  
NTS

- NOTES**
- 1 GALVANIZED IRON PIPE 3/4" O.D. WALL THICKNESS 0.318".
  - 2 GALVANIZED IRON PIPE 2.875" O.D. WALL THICKNESS 0.276".
  - 3 GATE REST ONE-HALF OF GALVANIZED IRON PIPE 3/2" O.D. GRIND TO FIT VERTICAL POST. FIELD WELD.
  - 4 CLASS "B" CONCRETE.
  - 5 POST ANCHORED IN CONCRETE SHALL HAVE CAPS.
  - 6 2" FREE STANDING PIVOT SLEEVE 3/4" WALL THICKNESS 0.338".
  - 7 3/4" GALVANIZED CHAIN FIELD WELD ONE LINK TO VERTICAL POST. HINGE SIDE AND HORIZONTAL CHAIN SHALL BE OF SUFFICIENT LENGTH TO ENGAGE HORIZONTAL PIPE.
  - 8 MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.



SECTION B  
NTS

DETAIL A  
NTS

PROFESSIONAL ENGINEER  
No. 33335  
Exp. 12-31-04  
C.V.P.A.  
STATE OF CALIFORNIA

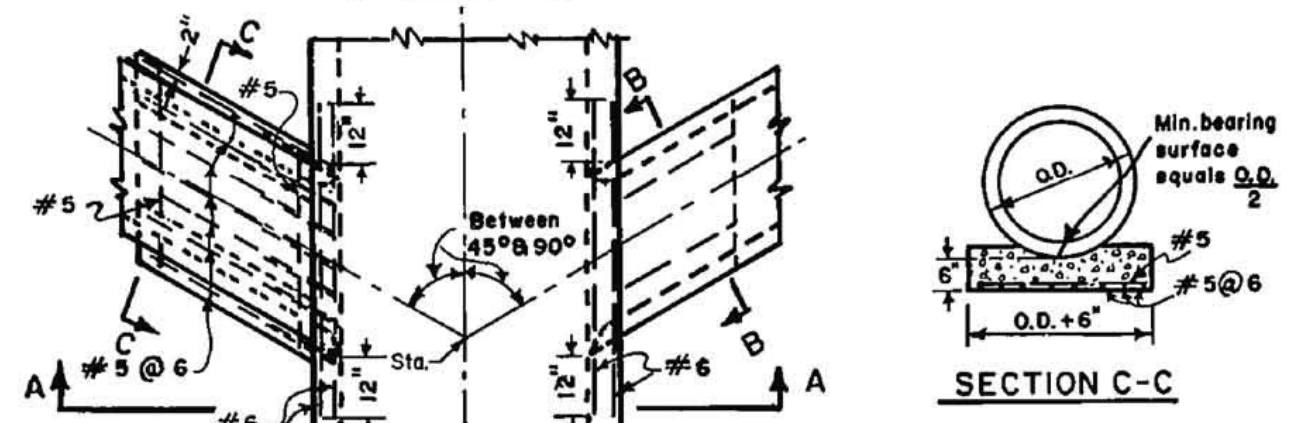
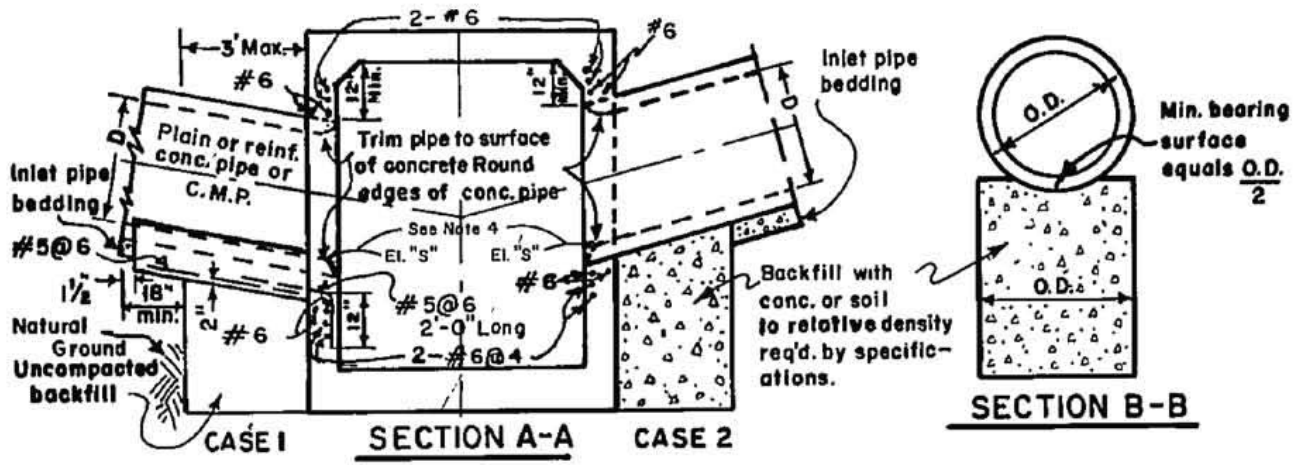
APPROVED BY:  
RUBY CHAN  
DATE: 11/02/04

RIVERSIDE COUNTY FLOOD CONTROL  
AND  
WATER CONSERVATION DISTRICT

REG. NO. 33335

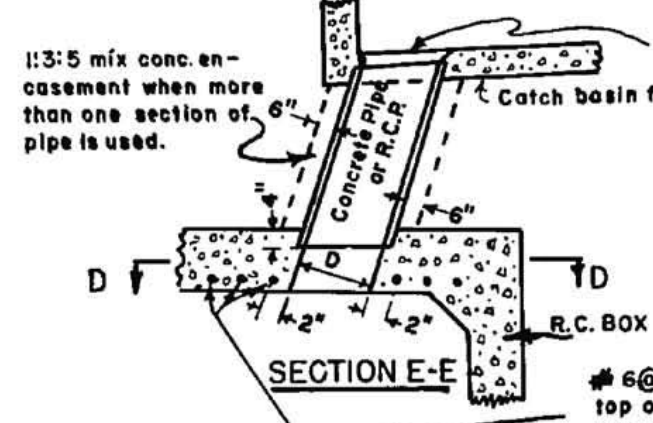
PIPE SWING GATE

STANDARD DRAWING NUMBER MB20



**CASE 1 - BEAM SUPPORT**  
 D=30" or LESS

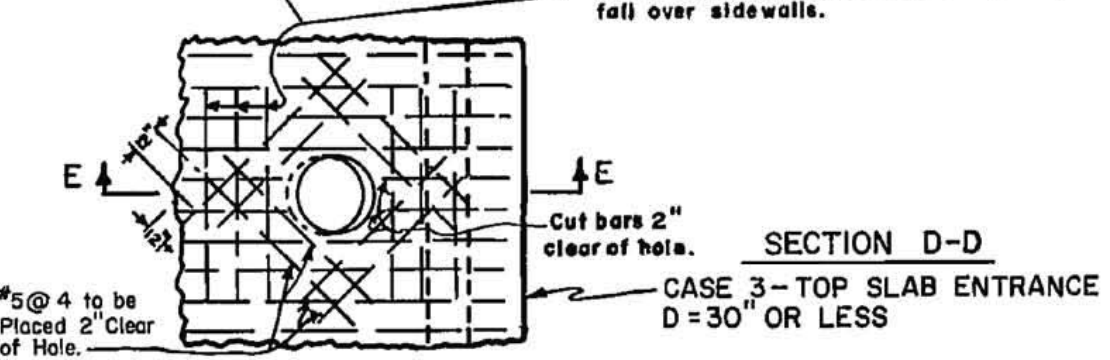
**CASE 2 - COLUMN SUPPORT**  
 D=60" OR LESS FOR C.M.P.  
 D=30" OR LESS FOR R.C.P. OR C.P.



For outlet see standard catch basin plans.

**NOTES**

1. All corrugated metal pipe and fittings shall be galvanized.
2. Use Junction Structure No. 1 where size of the inlet pipe exceeds dimensions given above.
3. Unless otherwise specified Case 2 Support shall be used.
4. Elevation "S" shall be specified on project drawings.



L.A.C.F.C.D. STD. NO. 2-0181



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APPROVED BY: *Warren D. Willhite*

CHIEF ENGINEER

DATE: April 5, 2004

R.C.E. NO. 32338

**JUNCTION STRUCTURE NO. 3**

Page 5 of 5

STANDARD DRAWING NUMBER JS228

# **Appendix C**

## **Attachment “C” for Risk Level 1 Requirements**

## ATTACHMENT C RISK LEVEL 1 REQUIREMENTS

### A. Effluent Standards

*[These requirements are the same as those in the General Permit order.]*

1. Narrative – Risk Level 1 dischargers shall comply with the narrative effluent standards listed below:
  - a. Storm water discharges and authorized non-storm water discharges regulated by this General Permit shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.
  - b. Dischargers shall minimize or prevent pollutants in storm water discharges and authorized non-storm water discharges through the use of controls, structures, and management practices that achieve BAT for toxic and non-conventional pollutants and BCT for conventional pollutants.
2. Numeric – Risk Level 1 dischargers are not subject to a numeric effluent standard.

### B. Good Site Management "Housekeeping"

1. Risk Level 1 dischargers shall implement good site management (i.e., "housekeeping") measures for construction materials that could potentially be a threat to water quality if discharged. At a minimum, Risk Level 1 dischargers shall implement the following good housekeeping measures:
  - a. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
  - b. Cover and berm loose stockpiled construction materials that are not actively being used (i.e. soil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.).

- c. Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed).
  - d. Minimize exposure of construction materials to precipitation. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
  - e. Implement BMPs to prevent the off-site tracking of loose construction and landscape materials.
2. Risk Level 1 dischargers shall implement good housekeeping measures for waste management, which, at a minimum, shall consist of the following:
- a. Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.
  - b. Ensure the containment of sanitation facilities (e.g., portable toilets) to prevent discharges of pollutants to the storm water drainage system or receiving water.
  - c. Clean or replace sanitation facilities and inspecting them regularly for leaks and spills.
  - d. Cover waste disposal containers at the end of every business day and during a rain event.
  - e. Prevent discharges from waste disposal containers to the storm water drainage system or receiving water.
  - f. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.
  - g. Implement procedures that effectively address hazardous and non-hazardous spills.
  - h. Develop a spill response and implementation element of the SWPPP prior to commencement of construction activities. The SWPPP shall require that:
    - i. Equipment and materials for cleanup of spills shall be available on site and that spills and leaks shall be cleaned up immediately and disposed of properly; and

- ii. Appropriate spill response personnel are assigned and trained.
  - i. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.
3. Risk Level 1 dischargers shall implement good housekeeping for vehicle storage and maintenance, which, at a minimum, shall consist of the following:
  - a. Prevent oil, grease, or fuel to leak in to the ground, storm drains or surface waters.
  - b. Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.
  - c. Clean leaks immediately and disposing of leaked materials properly.
4. Risk Level 1 dischargers shall implement good housekeeping for landscape materials, which, at a minimum, shall consist of the following:
  - a. Contain stockpiled materials such as mulches and topsoil when they are not actively being used.
  - b. Contain fertilizers and other landscape materials when they are not actively being used.
  - c. Discontinue the application of any erodible landscape material within 2 days before a forecasted rain event or during periods of precipitation.
  - d. Apply erodible landscape material at quantities and application rates according to manufacture recommendations or based on written specifications by knowledgeable and experienced field personnel.
  - e. Stack erodible landscape material on pallets and covering or storing such materials when not being used or applied.
5. Risk Level 1 dischargers shall conduct an assessment and create a list of potential pollutant sources and identify any areas of the site where additional BMPs are necessary to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. This potential pollutant list shall be kept with the SWPPP and shall identify

all non-visible pollutants which are known, or should be known, to occur on the construction site. At a minimum, when developing BMPs, Risk Level 1 dischargers shall do the following:

- a. Consider the quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.
  - b. Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.
  - c. Consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.
  - d. Ensure retention of sampling, visual observation, and inspection records.
  - e. Ensure effectiveness of existing BMPs to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges.
6. Risk Level 1 dischargers shall implement good housekeeping measures on the construction site to control the air deposition of site materials and from site operations. Such particulates can include, but are not limited to, sediment, nutrients, trash, metals, bacteria, oil and grease and organics.

### **C. Non-Storm Water Management**

1. Risk Level 1 dischargers shall implement measures to control all non-storm water discharges during construction.
2. Risk Level 1 dischargers shall wash vehicles in such a manner as to prevent non-storm water discharges to surface waters or MS4 drainage systems.
3. Risk Level 1 dischargers shall clean streets in such a manner as to prevent unauthorized non-storm water discharges from reaching surface water or MS4 drainage systems.



#### **D. Erosion Control**

1. Risk Level 1 dischargers shall implement effective wind erosion control.
2. Risk Level 1 dischargers shall provide effective soil cover for inactive<sup>1</sup> areas and all finished slopes, open space, utility backfill, and completed lots.
3. Risk Level 1 dischargers shall limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the discharger shall consider the use of plastic materials resistant to solar degradation.

#### **E. Sediment Controls**

1. Risk Level 1 dischargers shall establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site.
2. On sites where sediment basins are to be used, Risk Level 1 dischargers shall, at minimum, design sediment basins according to the method provided in CASQA's Construction BMP Guidance Handbook.

#### **F. Run-on and Runoff Controls**

Risk Level 1 dischargers shall effectively manage all run-on, all runoff within the site and all runoff that discharges off the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance with the effluent limitations in this General Permit.

#### **G. Inspection, Maintenance and Repair**

1. Risk Level 1 dischargers shall ensure that all inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the discharger. The QSP may delegate any or all of these activities to an employee trained to do the task(s) appropriately, but shall ensure adequate deployment.
2. Risk Level 1 dischargers shall perform weekly inspections and observations, and at least once each 24-hour period during extended

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<sup>1</sup> Inactive areas of construction are areas of construction activity that have been disturbed and are not scheduled to be re-disturbed for at least 14 days.

storm events, to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Inspectors shall be the QSP or be trained by the QSP.

3. Upon identifying failures or other shortcomings, as directed by the QSP, Risk Level 1 dischargers shall begin implementing repairs or design changes to BMPs within 72 hours of identification and complete the changes as soon as possible.
4. For each inspection required, Risk Level 1 dischargers shall complete an inspection checklist, using a form provided by the State Water Board or Regional Water Board or in an alternative format.
5. Risk Level 1 dischargers shall ensure that checklists shall remain onsite with the SWPPP and at a minimum, shall include:
  - a. Inspection date and date the inspection report was written.
  - b. Weather information, including presence or absence of precipitation, estimate of beginning of qualifying storm event, duration of event, time elapsed since last storm, and approximate amount of rainfall in inches.
  - c. Site information, including stage of construction, activities completed, and approximate area of the site exposed.
  - d. A description of any BMPs evaluated and any deficiencies noted.
  - e. If the construction site is safely accessible during inclement weather, list the observations of all BMPs: erosion controls, sediment controls, chemical and waste controls, and non-storm water controls. Otherwise, list the results of visual inspections at all relevant outfalls, discharge points, downstream locations and any projected maintenance activities.
  - f. Report the presence of noticeable odors or of any visible sheen on the surface of any discharges.
  - g. Any corrective actions required, including any necessary changes to the SWPPP and the associated implementation dates.
  - h. Photographs taken during the inspection, if any.
  - i. Inspector's name, title, and signature.

**H. Rain Event Action Plan**

Not required for Risk Level 1 dischargers.

## I. Risk Level 1 Monitoring and Reporting Requirements

**Table 1 - Summary of Monitoring Requirements**

| Risk Level | Visual Inspection                   |                 |      |                 |            | Sample Collection     |                 |
|------------|-------------------------------------|-----------------|------|-----------------|------------|-----------------------|-----------------|
|            | Quarterly non-Storm Water Discharge | Pre-Storm Event |      | Daily Storm BMP | Post Storm | Storm Water Discharge | Receiving Water |
|            |                                     | Baseline        | REAP |                 |            |                       |                 |
| <b>1</b>   | <b>X</b>                            | <b>X</b>        |      | <b>X</b>        | <b>X</b>   |                       |                 |

### 1. Construction Site Monitoring Program Requirements

- a. Pursuant to Water Code Sections 13383 and 13267, all dischargers subject to this General Permit shall develop and implement a written site-specific Construction Site Monitoring Program (CSMP) in accordance with the requirements of this Section. The CSMP shall include all monitoring procedures and instructions, location maps, forms, and checklists as required in this section. The CSMP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect project revisions. The CSMP shall be a part of the Storm Water Pollution Prevention Plan (SWPPP), included as an appendix or separate SWPPP chapter.
- b. Existing dischargers registered under the State Water Board Order No. 99-08-DWQ shall make and implement necessary revisions to their Monitoring Programs to reflect the changes in this General Permit in a timely manner, but no later than July 1, 2010. Existing dischargers shall continue to implement their existing Monitoring Programs in compliance with State Water Board Order No. 99-08-DWQ until the necessary revisions are completed according to the schedule above.
- c. When a change of ownership occurs for all or any portion of the construction site prior to completion or final stabilization, the new discharger shall comply with these requirements as of the date the ownership change occurs.

### 2. Objectives

The CSMP shall be developed and implemented to address the following objectives:

- a. To demonstrate that the site is in compliance with the Discharge Prohibitions;

- b. To determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives;
  - c. To determine whether immediate corrective actions, additional Best Management Practice (BMP) implementation, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges; and
  - d. To determine whether BMPs included in the SWPPP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.
- 3. Risk Level 1 - Visual Monitoring (Inspection) Requirements for Qualifying Rain Events**
- a. Risk Level 1 dischargers shall visually observe (inspect) storm water discharges at all discharge locations within two business days (48 hours) after each qualifying rain event.
  - b. Risk Level 1 dischargers shall visually observe (inspect) the discharge of stored or contained storm water that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Stored or contained storm water that will likely discharge after operating hours due to anticipated precipitation shall be observed prior to the discharge during operating hours.
  - c. Risk Level 1 dischargers shall conduct visual observations (inspections) during business hours only.
  - d. Risk Level 1 dischargers shall record the time, date and rain gauge reading of all qualifying rain events.
  - e. Within 2 business days (48 hours) prior to each qualifying rain event, Risk Level 1 dischargers shall visually observe (inspect):
    - i. All storm water drainage areas to identify any spills, leaks, or uncontrolled pollutant sources. If needed, the discharger shall implement appropriate corrective actions.
    - ii. All BMPs to identify whether they have been properly implemented in accordance with the SWPPP. If needed, the discharger shall implement appropriate corrective actions.

- iii. Any storm water storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.
- f. For the visual observations (inspections) described in e.i and e.iii above, Risk Level 1 dischargers shall observe the presence or absence of floating and suspended materials, a sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.
- g. Within two business days (48 hours) after each qualifying rain event, Risk Level 1 dischargers shall conduct post rain event visual observations (inspections) to (1) identify whether BMPs were adequately designed, implemented, and effective, and (2) identify additional BMPs and revise the SWPPP accordingly.
- h. Risk Level 1 dischargers shall maintain on-site records of all visual observations (inspections), personnel performing the observations, observation dates, weather conditions, locations observed, and corrective actions taken in response to the observations.

#### **4. Risk Level 1 – Visual Observation Exemptions**

- a. Risk Level 1 dischargers shall be prepared to conduct visual observation (inspections) until the minimum requirements of Section I.3 above are completed. Risk Level 1 dischargers are not required to conduct visual observation (inspections) under the following conditions:
  - i. During dangerous weather conditions such as flooding and electrical storms.
  - ii. Outside of scheduled site business hours.
- b. If no required visual observations (inspections) are collected due to these exceptions, Risk Level 1 dischargers shall include an explanation in their SWPPP and in the Annual Report documenting why the visual observations (inspections) were not conducted.

#### **5. Risk Level 1 – Monitoring Methods**

Risk Level 1 dischargers shall include a description of the visual observation locations, visual observation procedures, and visual observation follow-up and tracking procedures in the CSMP.

#### **6. Risk Level 1 – Non-Storm Water Discharge Monitoring Requirements**

- a. Visual Monitoring Requirements:
  - i. Risk Level 1 dischargers shall visually observe (inspect) each drainage area for the presence of (or indications of prior) unauthorized and authorized non-storm water discharges and their sources.
  - ii. Risk Level 1 dischargers shall conduct one visual observation (inspection) quarterly in each of the following periods: January-March, April-June, July-September, and October-December. Visual observation (inspections) are only required during daylight hours (sunrise to sunset).
  - iii. Risk Level 1 dischargers shall ensure that visual observations (inspections) document the presence or evidence of any non-storm water discharge (authorized or unauthorized), pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.), and source. Risk Level 1 dischargers shall maintain on-site records indicating the personnel performing the visual observation (inspections), the dates and approximate time each drainage area and non-storm water discharge was observed, and the response taken to eliminate unauthorized non-storm water discharges and to reduce or prevent pollutants from contacting non-storm water discharges.

#### **7. Risk Level 1 – Non-Visible Pollutant Monitoring Requirements**

- a. Risk Level 1 dischargers shall collect one or more samples during any breach, malfunction, leakage, or spill observed during a visual inspection which could result in the discharge of pollutants to surface waters that would not be visually detectable in storm water.
- b. Risk Level 1 dischargers shall ensure that water samples are large enough to characterize the site conditions.
- c. Risk Level 1 dischargers shall collect samples at all discharge locations that can be safely accessed.
- d. Risk Level 1 dischargers shall collect samples during the first two hours of discharge from rain events that occur during business hours and which generate runoff.
- e. Risk Level 1 dischargers shall analyze samples for all non-visible pollutant parameters (if applicable) - parameters indicating the

presence of pollutants identified in the pollutant source assessment required (Risk Level 1 dischargers shall modify their CSMPs to address these additional parameters in accordance with any updated SWPPP pollutant source assessment).

- f. Risk Level 1 dischargers shall collect a sample of storm water that has not come in contact with the disturbed soil or the materials stored or used on-site (uncontaminated sample) for comparison with the discharge sample.
- g. Risk Level 1 dischargers shall compare the uncontaminated sample to the samples of discharge using field analysis or through laboratory analysis.<sup>2</sup>
- h. Risk Level 1 dischargers shall keep all field /or analytical data in the SWPPP document.

#### **8. Risk Level 1 – Particle Size Analysis for Project Risk Justification**

Risk Level 1 dischargers justifying an alternative project risk shall report a soil particle size analysis used to determine the RUSLE K-Factor. ASTM D-422 (Standard Test Method for Particle-Size Analysis of Soils), as revised, shall be used to determine the percentages of sand, very fine sand, silt, and clay on the site.

#### **9. Risk Level 1 – Records**

Risk Level 1 dischargers shall retain records of all storm water monitoring information and copies of all reports (including Annual Reports) for a period of at least three years. Risk Level 1 dischargers shall retain all records on-site while construction is ongoing. These records include:

- a. The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation.
- b. The individual(s) who performed the facility inspections, sampling, visual observation (inspections), and or measurements.
- c. The date and approximate time of analyses.
- d. The individual(s) who performed the analyses.

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<sup>2</sup> For laboratory analysis, all sampling, sample preservation, and analyses must be conducted according to test procedures under 40 CFR Part 136. Field discharge samples shall be collected and analyzed according to the specifications of the manufacturer of the sampling devices employed.



- e. A summary of all analytical results from the last three years, the method detection limits and reporting units, and the analytical techniques or methods used.
- f. Rain gauge readings from site inspections.
- g. Quality assurance/quality control records and results.
- h. Non-storm water discharge inspections and visual observation (inspections) and storm water discharge visual observation records (see Sections I.3 and I.6 above).
- i. Visual observation and sample collection exception records (see Section I.4 above).
- j. The records of any corrective actions and follow-up activities that resulted from analytical results, visual observation (inspections), or inspections.