

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

468



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 25, 2010

SUBJECT: Construction of Clinton Street from Miles Avenue to Fred Waring Drive, Indio area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the construction of Clinton Street, from Miles Avenue to Fred Waring Drive, Indio area. Authorize the Clerk to advertise for bids to be received in the office of the Director of Transportation up to the hour of 2:00 pm, Wednesday, April 28, 2010, at which time bids will be opened.
2. Authorize the use of Transportation Department funds for the County's share of the relocation of domestic water facilities that are owned by the Boe-Del Heights Mutual Water Association.

Juan C. Perez
Director of Transportation

JCP:jjr:sb
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,927,705	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010
SOURCE OF FUNDS: TUMF [CVAG] (97.28%), City of Indio Water Authority (2.37%), Miscellaneous [Valley Sanitation District] (0.28%), Miscellaneous [Imperial Irrigation District] (0.07%)				Positions To Be Deleted Per A-30 <input type="checkbox"/> Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: April 6, 2010
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref. 9/4/7 Item 3.39,
 1/15/8 Item 3.45, 12/16/8, Item 3.54,
 9/2/8 item 3.140

District: 4

Agenda Number:

3.76

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COPI
 BY:
 3/29/10
 MARSHAL VICTOR

Departmental Concurrence

Policy Policy

Consent Consent

Dept't Recomm.:
 Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: Construction of Clinton Street from Miles Avenue to Fred Waring Drive, Indio area.

March 25, 2010

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BACKGROUND: The Transportation Improvement Program provides for roadway widening and storm drain improvements on Clinton Street from Miles Avenue to Fred Waring Drive.

The proposed improvements and widening of Clinton Street represents the third and final component of a project to construct the Miles Avenue bridge over the Whitewater River (Phase 1 award; January 15 2008, Item 3.45), widen Miles Avenue to four lanes from the Whitewater River to Clinton Street (Phase 2A award; February 24, 2009, Item 3.54) and widen Clinton Street to four lanes from Miles Avenue to Fred Waring Drive (Phase 2B).

The principle scope of work (Base Bid Schedule) is being financed by the County of Riverside, City of Indio, and the Coachella Valley Association of Governments (CVAG) under the terms of a cooperative agreement executed between and among the County of Riverside, City of Indio and CVAG (September 4, 2007, Item 3.39). This cooperative agreement includes a provision for CVAG to provide a loan to the County for funding of its portion of the project with reimbursement to be made, by the County, over a period of 10 years.

The Boe-Del Heights Mutual Water Association owns domestic water facilities that are in conflict with the planned improvements on Miles Avenue (Phase 2B). The work of relocating those conflicting domestic water facilities is the responsibility of the owner, and the water association representative is aware of their legal responsibilities. However, the Water Association submitted a financial statement and a claim of financial hardship to the Transportation Department and requested that the County fund the required utility relocations due to the severe financial hardship that relocation work would impose on the Water Association.

After a review of the claim of hardship, and after consideration of the benefit to the public to complete the last phase of this on-going project in a timely manner, the Transportation Department determined that the benefit of completing this project now outweighed the cost of funding the needed relocation work. It is the recommendation of the Transportation Department that the County fund the necessary utility relocations in accordance with the County's funding share of the over-all project. That County's funding share of 12.5% of the estimated waterline relocation cost of \$12,000 would require an estimated \$1,500 of County funds for the waterline relocation work.

The City of Indio and the Coachella Valley Association of Governments have each agreed to fund their respective project shares of the waterline relocation cost.

The Board of Supervisors approved the request of the Boe-Del Heights Mutual Water Association for financial assistance, for the relocation work performed on Miles Avenue (Phase 2A), by Board action taken September 2, 2008 (agenda item 3.140). This request is an extension of the water company's original request.

The project is within both the City of Indio and the County of Riverside. This final phase of the project will reconstruct and widen of Clinton Street between Miles Avenue and Fred Waring Drive to provide four through lanes of traffic and modify the traffic signals at:

1. Clinton Street and Miles Avenue
2. Clinton Street and Palmyra Avenue and Lyndon B. Johnson Elementary School

The Honorable Board of Supervisors

RE: Construction of Clinton Street from Miles Avenue to Fred Waring Drive, Indio area.

March 25, 2010

Page 3 of 3

The traffic signal modifications will provide protected traffic movements and improve traffic safety.

The bid documents include the following schedules of work:

- Base Bid: Primary items of work.
- Alternate A: Domestic water line extension and improvements, adjustment of water valve covers and the relocation of fire hydrants, to be funded by the Indio Water Authority under the terms of a cooperative agreement, which will be submitted to the Board for consideration prior to or concurrently with the submission of the construction contract for award.
- Alternate B: Manhole adjustment, to be funded by Valley Sanitation District, under the terms of a letter agreement to be executed prior to or concurrently with the submission of the construction contract for award.
- Alternate C: Construction of conduits, transformer pad and a medium pull box enclosure, to be funded by Imperial Irrigation District, under the terms of a letter agreement to be executed prior to or concurrently with the submission of the construction contract for award.

If the utility owners concur with bid prices, as bid by the apparent low bidder, these alternate bid schedules will be included with the contract award and the costs for the work will be funded by the utility owners.

The working time period is being set for 6:00 AM - 8:00 PM, Monday through Friday, and 9:00 AM – 5:00 PM on Saturday in order to shorten the number of working days which will minimize the impacts to the adjacent schools and the community.

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

Environmental clearance is complete.

Project No. B2-03892

CLINTON STREET IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE

STREET IMPROVEMENT PLANS

A PORTION OF THE NORTHWEST QUARTER OF
SECTION 22, T.5S., R.7E., SAN BERNARDINO BASE AND MERIDIAN
LENGTH OF PROJECT (0.53 MI)



VICINITY MAP

Clinton Street

Engineer's Estimate

Project Number: **B2-03892** Description: **Street Improvements**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
34	017003	CATCH BASIN (CURB INLET) (CRS 300)	EA	23.00	7,500.00	172,500.00
35	017101	MANHOLE (RCFC&WCDS MH 251)	EA	6.00	4,500.00	27,000.00
36	017103	MANHOLE (RCFC&WCDS MH 252)	EA	7.00	8,500.00	59,500.00
37	000003	JUNCTION STRUCTURE (RCFC&WCDS JS 229)	EA	11.00	1,800.00	19,800.00
38	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	14,000.00	0.55	7,700.00
39	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,400.00	6.00	8,400.00
40	850102	PAVEMENT MARKER (REFLECTIVE)	EA	700.00	3.00	2,100.00
41	566011	ROADSIDE SIGN - ONE POST	EA	24.00	275.00	6,600.00
42	066565	RELOCATE SIGN	EA	16.00	150.00	2,400.00
43	861501	MODIFY SIGNAL AND LIGHTING [CLINTON ST AND MILES AVE]	EA	1.00	105,000.00	105,000.00
44	861501	MODIFY SIGNAL AND LIGHTING [CLINTON ST AND PALMYRA AVE]	EA	1.00	105,000.00	105,000.00
45	000003	SPECIAL SIGN	EA	10.00	500.00	5,000.00
46	000003	SPECIAL SIGN (BUSINESS SIGN)	FA	1.00	10,000.00	10,000.00
47	000003	4" PVC PRIVATE WATER SYSTEM	LS	1.00	12,000.00	12,000.00
48	000003	CONCRETE WHEEL STOP	EA	18.00	750.00	13,500.00
49	000003	PIPE SLURRY PLUG	EA	3.00	1,200.00	3,600.00
50	860811	INSTALL DETECTOR LOOP	EA	30.00	350.00	10,500.00
51	000003	SLURRY BACKFILL CONCRETE IRRIGATION PIPE (14")	LF	1,435.00	20.00	28,700.00
52	000003	ENCROACHMENT PERMIT [CVWD]	FA	1.00	3,000.00	3,000.00
53	000003	MISCELLANEOUS PRIVATE UTILITY WORK	FA	1.00	20,000.00	20,000.00
SUBTOTAL Items 1 - 53						3,758,655.00

"Words"

Alternate Bid Items - Indio Water Authority

54	152351	RELOCATE HYDRANT	EA	5.00	7,000.00	35,000.00
55	000003	6" DIP WATER MAIN HORIZONTAL BEND ASSEMBLY	EA	5.00	4,000.00	20,000.00
56	152452	ADJUST WATER VALVE COVER	EA	31.00	750.00	23,250.00
57	000003	1" WATER SERVICE LATERAL PER IWA STD 700	EA	6.00	2,500.00	15,000.00
58	000003	RELOCATE BLOW-OFF ASSEMBLY	EA	1.00	2,000.00	2,000.00
59	000003	BACKFLOW ASSEMBLY PER IWA STD 702	EA	1.00	2,000.00	2,000.00
SUBTOTAL Items 54-59						97,250.00

"Words"

Alternate Bid Items - Valley Sanitary District

60	152440	ADJUST MANHOLE TO GRADE	EA	20.00	1,350.00	27,000.00
61	000003	8" SDR 35 PVC SEWER PIPE	LF	260.00	80.00	20,800.00
62	152400	ADJUST SEWER CLEANOUT TO GRADE	EA	2.00	1,500.00	3,000.00

Clinton Street

Engineer's Estimate

Project Number: B2-03892 Description: Street Improvements

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
63	000003	4" SEWER CLEANOUT	EA	2.00	750.00	1,500.00
64	000003	4" SEWER LATERAL WITH CONCRETE ENCASEMENT	LF	56.00	110.00	6,160.00
SUBTOTAL Items 60-64						58,460.00
"Words"						

Alternate Bid Items - Imperial Irrigation District

65	000003	4" SCHEDULE 40 PVC	LF	30.00	8.00	240.00
66	000003	5" SCHEDULE 40 PVC	LF	290.00	10.00	2,900.00
67	000003	SINGLE PHASE TRANSFORMER PAD PER IID STANDARD	EA	1.00	1,700.00	1,700.00
68	000003	MEDIUM HANDHOLE ENCLOSURE (4'x6.5'x5') PER IID STANDARD	EA	1.00	8,500.00	8,500.00
SUBTOTAL Items 65-68						13,340.00
"Words"						

CONTINGENCY

	999994	CONTINGENCY [@ 10%]	LS	1.00	392,771.00	392,771.00
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GRAND TOTAL 4,320,476.00

"Words"

Mario Zamora - RBF Consulting
Prepared by:

3/4/2010

Brad Donais - RBF Consulting
Checked by:

3/5/2010

Clinton Street

Engineer's Estimate

Project Number: **B2-03892** Description: **Street Improvements**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
1	999990	MOBILIZATION	LS	1.00	90,000.00	90,000.00
2	160101	CLEARING AND GRUBBING	LS	1.00	175,000.00	175,000.00
3	066102	DUST ABATEMENT	LS	1.00	5,000.00	5,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1.00	10,000.00	10,000.00
5	066105	RESIDENT ENGINEERS OFFICE	LS	1.00	15,000.00	15,000.00
6	074020	WATER POLLUTION CONTROL	LS	1.00	10,000.00	10,000.00
7	190101	ROADWAY EXCAVATION	CY	10,300.00	28.00	288,400.00
8	220101	FINISHING ROADWAY	LS	1.00	20,000.00	20,000.00
9	120100	TRAFFIC CONTROL SYSTEM	LS	1.00	50,000.00	50,000.00
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT [0.15' MAXIMUM]	SQYD	1,320.00	3.50	4,620.00
11	390130	HOT MIX ASPHLAT	TON	3,680.00	70.00	257,600.00
12	013901	ASPHALT RUBBER HOT MIX	TON	2,080.00	100.00	208,000.00
13	260201	CLASS 2 AGGREGATE BASE	CY	5,960.00	30.00	178,800.00
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	7,940.00	4.50	35,730.00
15	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	3,760.00	12.00	45,120.00
16	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	17.00	1,200.00	20,400.00
17	000003	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	EA	5.00	5,000.00	25,000.00
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	6,500.00	14.00	91,000.00
19	731521	MINOR CONCRETE (SIDEWALK)	SQFT	22,700.00	2.50	56,750.00
20	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	15.00	12.00	180.00
21	000003	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	20.00	12.00	240.00
22	510503	MINOR CONCRETE (STRUCTURE) [CONCRETE BULKHEAD-RCFC&WCD M816] [66" BLUKHEAD]	EA	1.00	2,000.00	2,000.00
23	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4.00	2,500.00	10,000.00
24	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	15.00	2,500.00	37,500.00
25	000003	INSTALL 36" BOX TREE	EA	17.00	450.00	7,650.00
26	000003	REMOVE AND REINSTALL STREET LIGHT PER COI STD 202	EA	7.00	3,100.00	21,700.00
27	000003	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	2.00	1,000.00	2,000.00
28	518201	MASONRY BLOCK WALL	SQFT	555.00	175.00	97,125.00
29	833088	TUBULAR HANDRAILING	LF	184.00	35.00	6,440.00
30	650014	18" REINFORCED CONCRETE PIPE	LF	655.00	80.00	52,400.00
31	000003	24" REINFORCED CONCRETE PIPE	LF	340.00	95.00	32,300.00
32	000003	66" REINFORCED CONCRETE PIPE	LF	2,812.00	450.00	1,265,400.00
33	000003	REINFORCED CONCRETE 4'X6' TRANSITION STRUCTURE	EA	1.00	15,000.00	15,000.00

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

of

**CLINTON STREET
IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE**

STREET IMPROVEMENT PLANS

PROJECT NO. B2-03892



TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL
BY: Y. Victor 3/29/10
MARSHAL VICTOR DATE

APP 06-2010 3.76 p45

**CLINTON STREET
IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE**

STREET IMPROVEMENT PLANS

PROJECT NO. B2-03892

SPECIFICATIONS AND CONTRACT DOCUMENTS

for the construction of

CLINTON STREET

IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE

STREET IMPROVEMENT PLANS

PROJECT NO. **B2-03892**

Contract Approvals:

Recommended by:

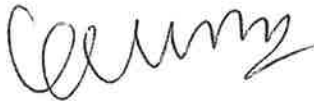


Cindi A. Wachi,
County Project Manager



Date

Approved by:



Khalid Nasim,
Engineering Division Manager



Date

SPECIFICATIONS AND CONTRACT DOCUMENTS

for the construction of

CLINTON STREET

IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE


STREET IMPROVEMENT PLANS

PROJECT NO. B2-03892

Engineering Certification:

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





Bradley J. Donais,
Roadway Engineer
R.C.E. 68828

3/9/10
Date

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**CLINTON STREET
IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE**

**STREET IMPROVEMENT PLANS
PROJECT NO. B2-03892**

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NOTICE INVITING BIDS

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

CLINTON STREET

IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE

STREET IMPROVEMENT PLANS

PROJECT NO. B2-03892

Proposal shall be delivered to the Riverside County Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, April 28, 2010, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated March 2010, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$50.00 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

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

Dated: April 6, 2010

Kecia Harper-Ihem, Clerk of the Board

By: _____
Deputy

INSTRUCTIONS TO BIDDERS

1. Form of Proposal. The proposal must be made on the form of Contractor's Proposal which is included in the Contract Documents and must be completely filled in, dated and signed. If provision is made for alternates, they must all be bid, unless otherwise provided in the Special Provisions.
2. Bid Bond. The proposal must be accompanied by a 10% Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the order of County in an amount not less than 10% of the amount bid, inclusive of alternates.
3. Submission of Proposal. A proposal must be submitted in a sealed opaque envelope which clearly identifies the bidder and the project. Bids must be received by the time and at the place set forth in the Notice Inviting Bids and may be withdrawn only as stated in the proposal. **Bids shall be completed in ink.**
4. Contract Documents. The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans and Specifications in making their bid.
5. License. To be considered for award of the contract, a potential bidder must have the kind of license required under provisions of the California Business and Professions Code for the work covered in this proposal. This includes joint ventures.

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

Pursuant to California Labor Code Section 3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C-10 Electrical Contractors. Proof of certification shall be provided to the County before the start of construction.

6. Quantities. The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate.

County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient.

Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.

7. Interpretation of Documents. Discrepancies, omissions, ambiguities, requirements likely to cause disputes between trades and similar matter shall be promptly brought to the attention of the County of Riverside in writing. When appropriate, Addenda will be issued by County.

If the Bidder requires clarification or interpretation of the Bidding Documents, the Bidder shall make a written request to the County by a Request for Information (RFI). All requests for information must be submitted, in writing, between the hours of 8:00 AM and 5:00 PM on any day, Monday through Friday (except holidays), up to, including and no later than the fifth (5th) day prior to Bid Closing Deadline, by hand delivery, mail, fax or electronic mail. The County of Riverside will not respond to Requests for Information submitted after that time, unless the County determines, at its sole discretion, which it is in the best interest of the public and the County to do so. Requests for Information should be addressed to County of Riverside, Transportation Department, Attn: Joel Jimenez; 3525 14th Street, Riverside, CA 92501, facsimile (951) 955-3164, electronic mail: jrjimenez@rctlma.org

No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

8. ADDENDA. County reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the County Transportation Department his name and address for the purpose of receiving Addenda to be mailed or delivered to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda.
9. Inspection of Site. Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making his bid a bidder warrants that he has made such site examination as he deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowances - time or money - will be allowed as to such matters.

10. 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 Contract Documents.

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 project documents shall be used. All signatures on the bonds shall be notarized. Bonds shall be provided with an executed Power of Attorney issued by the surety.

11. Bids. 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 shall 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 shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

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 with different bid item numbers, and the following shall apply thereto:

The bidder is directed to submit the same bid amount for all contract 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" shall be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.03, "Changes" 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".

No bidder may withdraw his bid for a period of ninety (90) days after the bid opening.

12. Award of Contract. 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 Contractor's Proposal constitutes an award of the contract and the execution of the Agreement is a written memorial thereof.

The County of Riverside 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 proposal is accepted shall execute the formal construction agreement with the County of Riverside, similar to the form attached hereto as a

sample, and shall return said agreement, together with approved performance and payment bonds and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) working days from the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the Transportation Department. All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the revised documents shall be resubmitted within two (2) working days of Contractor's receipt of review comments.

- b. The contract bonds and insurance documentation shall be submitted in accordance with the contract 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 Proposal and Intent to Award has been issued, fails or refuses to sign a construction agreement, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County of Riverside may, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Contractor shall become the property of the County of Riverside as prescribed in the bid documents and as allowed by law.
- d. If it is in the best interest of the County of Riverside, the County reserves the right to award the contract prior to execution by the Contractor. Thereafter, County shall mail or deliver to the lowest responsible bidder the agreement for Contractor's execution and return.

13. Return of Guarantee. Bid bonds will not be returned unless specifically requested by the bidder. 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 days of receipt by the County of executed contract,

certificate of insurance, performance bond and payment Bond.

14. Subletting and Subcontracting. Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the County's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.
15. 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.
16. Contract Participation. Riverside County's M/W/DVBE Contract Participation Program affirms the utilization and participation of qualified minority, women and disabled veteran firms in its contracting and procurement activities. The County encourages general and prime Contractors to afford competitive subcontracting opportunities to minority, women and disabled veteran firms where possible, in their contracting and procurement activities with the County of Riverside.

17. Hours of Work. Attention is directed to Section 8-1.06, "Time of Completion" and Section 7-1.01A (1), "Hours of Labor" of the Standard Specifications.

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

18. Labor Code. Pursuant to the Labor Code, the governing board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday, and overtime work, including employer payments for health and welfare, pensions, vacation and similar purpose, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

19. Alternate Bid Schedules. If the Proposal includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following shall 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 shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Proposal includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following shall 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 shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County also reserves the right to reject all bids received.

20. Dust Abatement. Attention is directed to Section 23, "Dust Abatement" with regard to the dust abatement provisions of the contract.

21. Submission of Insurance Certificate. Within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award issued by the County of Riverside, the successful Contractor shall submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of Section 18 of the General Conditions. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) working days period will be grounds for declaring the bidder to not be in compliance 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.

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: _____

hereafter called "County":

BIDDER: _____
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Clinton Street in the City of Indio and County of Riverside - Street Improvement Plans, Project No. B2-03892 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. _____ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
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 Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond 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 Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to 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 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 proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**CLINTON STREET
IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE
STREET IMPROVEMENTS**

PROJECT NO. B2-03892

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1		
2	160101	CLEARING AND GRUBBING	LS	1		
3	066102	DUST ABATEMENT	LS	1		
4	170101	DEVELOP WATER SUPPLY	LS	1		
5	066105	RESIDENT ENGINEERS OFFICE	LS	1		
6	074020	WATER POLLUTION CONTROL	LS	1		
7	190101	ROADWAY EXCAVATION	CY	10,300		
8	220101	FINISHING ROADWAY	LS	1		
9	120100	TRAFFIC CONTROL SYSTEMS	LS	1		
10	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT [0.15' MAXIMUM]	SQYD	1,320		
11	390130	HOT MIX ASPHALT	TON	3,680		
12	013901	ASPHALT RUBBER HOT MIX	TON	2,080		
13	260201	CLASS 2 AGGREGATE BASE	CY	5,960		
14	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	7,940		
15	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	3,760		
16	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	17		
17	017312	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207A)	EA	5		
18	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	6,500		
19	731521	MINOR CONCRETE (SIDEWALK)	SQFT	22,700		
20	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	15		
21	000003	MINOR CONCRETE (TYPE "D-1" CURB) (CRS 203)	LF	20		
22	510503	MINOR CONCRETE (STRUCTURE) [CONCRETE BULKHEAD-RCFC&WCD M816] [66" BULKHEAD]	EA	1		
23	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	4		
24	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	15		
25	000003	INSTALL 36" BOX TREE	EA	17		
26	000003	REMOVE AND REINSTALL STREET LIGHT PER COI STD 202	EA	7		

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27	000003	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	2		
28	518201	MASONRY BLOCK WALL	SQFT	555		
29	833088	TUBULAR HANDRAILING	LF	184		
30	650014	18" REINFORCED CONCRETE PIPE	LF	655		
31	000003	24" REINFORCED CONCRETE PIPE	LF	340		
32	000003	66" REINFORCED CONCRETE PIPE	LF	2,812		
33	000003	REINFORCED CONCRETE 4'X6' TRANSITION STRUCTURE	EA	1		
34	017003	CATCH BASIN (CURB INLET) (CRS 300)	EA	23		
35	017101	MANHOLE (RCFC&WCDS MH 251)	EA	6		
36	017103	MANHOLE (RCFC&WCDS MH 252)	EA	7		
37	000003	JUNCTION STRUCTURE (RCFC&WCDS JS 229)	EA	11		
38	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	14,000		
39	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,400		
40	850102	PAVEMENT MARKER (REFLECTIVE)	EA	700		
41	566011	ROADSIDE SIGN - ONE POST	EA	24		
42	066565	RELOCATE SIGN	EA	16		
43	861501	MODIFY SIGNAL AND LIGHTING [CLINTON ST AND MILES AVE]	EA	1		
44	861501	MODIFY SIGNAL AND LIGHTING [CLINTON ST AND PALMYRA AVE]	EA	1		
45	000003	SPECIAL SIGN	EA	10		
46	000003	SPECIAL SIGN (BUSINESS SIGN)	FA	1	10,000.00	10,000.00
47	000003	4" PVC PRIVATE WATER SYSTEM	LS	1		
48	000003	CONCRETE WHEEL STOP	EA	18		
49	000003	PIPE SLURRY PLUG	EA	3		
50	860811	DETECTOR LOOP	EA	30		
51	000003	SLURRY BACKFILL CONCRETE IRRIGATION PIPE (14")	LF	1,435		
52	000003	ENCROACHMENT PERMIT [CVWD]	FA	1	3,000.00	3,000.00
53	000003	MISCELLANEOUS PRIVATE UTILITY WORK	FA	1	20,000.00	20,000.00

SUB-TOTAL:
ITEMS 1-53

\$

"WORDS"

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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Alternate Bid Items - Indio Water Authority

54	152351	RELOCATE HYDRANT	EA	5		
55	000003	6" DIP WATER MAIN HORIZONTAL BEND ASSEMBLY	EA	5		
56	152452	ADJUST WATER VALVE COVER	EA	31		
57	000003	1" WATER SERVICE LATERAL PER IWA STD 700	EA	6		
58	000003	RELOCATE BLOW-OFF ASSEMBLY	EA	1		
59	000003	BACKFLOW ASSEMBLY PER IWA STD 702	EA	1		

SUB-TOTAL:

\$ _____

ITEMS 54-59

"WORDS"

Alternate Bid Items - Valley Sanitary District

60	152440	ADJUST MANHOLE TO GRADE	EA	20		
61	000003	8" SDR 35 PVC SEWER PIPE	LF	260		
62	152400	ADJUST SEWER CLEANOUT TO GRADE	EA	2		
63	000003	4" SEWER CLEANOUT	EA	2		
64	000003	4" SEWER LATERAL WITH CONCRETE ENCASEMENT	LF	56		

SUB-TOTAL:

\$ _____

ITEMS 60-64

"WORDS"

Alternate Bid Items - Imperial Irrigation District

65	000003	4" SCHEDULE 40 PVC	LF	30		
66	000003	5" SCHEDULE 40 PVC	LF	290		
67	000003	SINGLE PHASE TRANSFORMER PAD PER IID STANDARD	EA	1		
68	000003	MEDIUM HANDHOLE ENCLOSURE (4' x 6.5' x 5') PER IID STANDARD	EA	1		

SUB-TOTAL:

\$ _____

ITEMS 65-68

"WORDS"

PROJECT TOTAL:

\$ _____

ITEMS 1-68

"WORDS"

BIDDER DATA:

Name of Bidder _____

Type of Organization _____

Person(s) Authorized to Sign for Bidder _____

Address _____

_____ Phone _____

Contractor's License _____
Type & Number

Expiration Date _____

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
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Percent of work to be performed by sub-contractors: ___%
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

TITLE _____
"Contractor"

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month),
_____ (year) at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ Declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____ who constitute the other members of the joint venture or copartnership.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month),
_____ (year)
at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

_____ declares as follows:

That he or she is _____ of _____ a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month),
_____ (year)
at _____, California

Signature of affiant: _____

Note: Notarization of signature required

BID BOND

Recitals:

1. _____ "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for _____ in accordance with a Notice Inviting Bids of County dated _____.
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 Agreement 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: _____

 By _____
 Title: Attorney in Fact
 "Surety"

 By _____
 Title: _____
 "Contractor"

STATE OF CALIFORNIA }
 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: All signatures must be notarized

AGREEMENT

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

W I T N E S S E T H

RECITALS:

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

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (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 May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. _____. (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 Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his 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. If the project has more than one location of work, a separate notice shall be given for each location.

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

- (1) 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.
 - (2) 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.
 - (3) 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.

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY _____
Chairman, Board of Supervisors

BY _____

Dated _____

TITLE: _____
(If Corporation, Affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY _____
Deputy

TITLE: _____

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

License No. _____

Federal Employer Identification Number:

"County"
(Seal)

"Corporation"
(Seal)

PERFORMANCE BOND

Recitals:

1. _____ (Contractor) intend to enter into an Agreement 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 the 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 Work - Civil Code 3247 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 OF SAID SUM.** Said contract is for public work generally consisting of _____.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 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)

STATE OF CALIFORNIA }
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: All signatures must be notarized

GENERAL CONDITIONS

SS 1. DEFINITIONS:

- a. "County", "Contractor", and "Contract Documents" are identified in the Agreement. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- b. "Engineer" and "Director of Transportation" means the Director of Transportation for the County of Riverside, and includes his authorized representatives.
- c. "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 Agreement is set forth in the Special Provisions and are supplemented by the Standard Plans referred to in the Special Provisions.
- d. "State of California", "Department of Transportation" and "Director of Transportation", means the County of Riverside.

SS 2. STANDARD SPECIFICATIONS:

The Standard Specifications of the State of California Department of Transportation, edition of May 2006 hereafter called "Standard Specifications", are incorporated herein as modified in these General Conditions, the Special Provisions and the Plans.

The following subsections of the Standard Specifications are deleted:

1-1.13, 1-1.15, 1-1.18, 1-1.25, 1-1.37, 1-1.40, 2-1.01, 2-1.05, 2-1.07, 5-1.14, 7-1.165, 8-1.03, 9-1.05, 9-1.065, 9-1.10, 12-2.02.

Section 3 of the Standard Specifications is deleted.

The following deletions and additions are made from the following subsections of the Standard Specifications.

Subsection 5-1.04, add to the second paragraph at its end the following sentence: "The General Conditions govern over all of the Contract Documents except the Special Provisions, the Agreement and Bonds."

Subsection 7-1.01A (2), strike the last sentence of the second paragraph and in its place read: "These wage rates are on file in the Office of the County Clerk and are a part of the Contract."

Subsection 7-1.15, for "Director" read "Director of Transportation" except for last reference read "County of Riverside".

Subsection 7-1.16, delete references to Subsection 7-1.165.

Subsection 8-1.06, strike the last paragraph.

Subsection 8-1.08, strike "as provided in the State Contract Act".

SS 3. DIRECTOR OF TRANSPORTATION:

All work shall be done under the supervision of the Director of Transportation 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 Transportation relieves Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

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

All communications to County by Contractor shall be via Director of Transportation.

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

When in Director of Transportation'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 Contractor. When Contractor advises Director of Transportation that he intends

to proceed despite such advise, he does so at his peril. The Director of Transportation 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 Transportation to advise Contractor as to such matters, or to issue an order as above provided, does not relieve Contractor from the duty to accomplish the work in accordance with the Contract Documents.

As stated elsewhere, amounts shown in the Proposal and Agreement as to quantities are but estimates only. From time to time Director of Transportation 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 Agreement.

SS 4. 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 above described, 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 so inform Director of Transportation. 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 and notify Director of Transportation 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.

SS 5. USE OF AND PROTECTION OF PREMISES AND REMOVAL OF DEBRIS:

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 Transportation, 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 Transportation.
- 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.

SS 6. CHANGE ORDERS - DETAIL DRAWINGS AND INSTRUCTIONS:

Reference is made to 4-1.03 and 4-1.03A of the Standard Specifications regarding change orders. Wherever in these subsections the word "Engineer" appears read "County".

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 Director of Transportation can approve certain change orders without the necessity of approval by the Board as provided in a Resolution of the Board adopted March 30, 1993, Resolution Number 93-047.

The above does not limit the ability of Director of Transportation to issue further detail drawings, explanations and instructions which are customarily given by an Engineer during the course of similar work. Director of Transportation will furnish Contractor with reasonable promptness such 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 Transportation 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 Transportation 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.

SS 7. BRAND OR TRADE NAME - SUBSTITUTE OF EQUALS:

Reference is made to Section 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 Transportation 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 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 35 calendar days after award of the contract, Contractor may submit to Director of Transportation data substantiating such a request, and the difference, if any, in cost. Director of Transportation 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 Transportation 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.

SS 8. 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 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.

SS 9. 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 Transportation 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 Transportation, 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 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 miscompliance 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 Transportation, 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, 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.

SS 10. PAYMENT AND MONTHLY ESTIMATES:

Director of Transportation, 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 percent (90%) of the amount earned as certified.

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 such estimate or payment shall be made when in the judgement of the Director of Transportation the total value of the work done since the last estimate amounts to less than \$300.

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 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 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 Section 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 Section 20104.50, subsection (e), the progress payment date is the date that funds are encumbered and the payment warrant is issued.

SS 11. 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 9-1.03 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 Transportation and is hereby incorporated herein in its entirety.

SS 12. FINAL PAYMENT:

Within thirty (30) days after the completion of the work and its acceptance by the Board of Supervisors, Director of Transportation 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 Transportation 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 Transportation 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 within said period of thirty (30) days files claims, Director of Transportation 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 Transportation 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.

SS 13. DAMAGES:

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents will cause County to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, and inspection expense and cost of maintaining or constructing alternate facilities.

SS 14. 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, Faithful 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.

SS 15. 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 Transportation immediately thereafter. Any compensation claimed by Contractor, together with substantiating documentation shall be submitted to County via Director of Transportation.

SS 16. LABOR CODE:

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 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 things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement 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 Section 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 SS 1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of County's "Determination of Prevailing Wage Rates", copies of said Determination are available from County for this purpose.

SS 17. OBSTRUCTIONS:

Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities" and 15, "Existing Highway Facilities" of the Standard Specifications and these Special Provisions.

Add the following to the fourth paragraph of Section 8-1.10, "Utility and Non-Highway Facilities", of the Standard Specifications is amended to read:

In the event that the utility facilities mentioned above 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 State will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays" of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications.

SS 18. INSURANCE - HOLD HARMLESS:

In lieu of the provisions of Section 7-1.12 the following shall apply:

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

Contractor shall submit to the County of Riverside 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. The Certificate of Insurance shall include as attachments the required "Waiver of Subrogation" and "Additional Insured" policy endorsements.

I. Workers Compensation Insurance:

Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance coverage as prescribed by the laws of the State of California. Policy shall include Employers' Liability including Occupational Disease with limits not less than \$1,000,000 per

occurrence. Policy shall be endorsed to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

Contractor shall further require each of its subcontractors to procure Worker's Compensation Insurance as required by the State while working on the project and the Contractor shall require the subcontractors to endorse the policy to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

II. Comprehensive General Liability Insurance:

Contractor shall take out and maintain during the course of the work General Liability Insurance covering bodily injury and property damage insurance and blanket contractual coverage as to the work and obligations covered hereunder. The amount of the insurance shall be in an amount **not less than \$2,000,000**. The policy may be a combined single limit or split limits, but the amount must be no less than \$2,000,000 per occurrence. The insurance carrier must have a current rating of "A" or better by the A.M. Best Company, a financial size of at least "VIII", and be an admitted carrier in the State of California. Any exceptions must be approved in advance by the County of Riverside Risk Management. Said insurance must contain an endorsement the County of Riverside is named as an additional insured as respects the work covered hereunder and **said insurance must not contain**, as respects the work covered hereunder, **any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property - i.e. the so-called "x c u" exclusions**. The insurance certificate evidencing such insurance must **affirmatively state** that the insurance carrier (s) will give Owner 30 days written notice prior to cancellation of the insurance or a reduction in coverage, and that "County of Riverside - its Director's Officers, Special Districts, Board of

Supervisors, employees, agents and representatives" are named as Additional Insureds.

In the alternate to naming County of Riverside as additional insured, Contractor may take out and maintain during the course of the work and until acceptance by County, Owner's Protective Liability Insurance in an amount not less-than \$2,000,000 covering Riverside County.

III. Auto Liability:

If Lessee's vehicles or licensed mobile equipment will be on the premises or used in any manner on behalf of the County, then Lessee shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name the "County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents, or representatives" as Additional Insureds.

IV. Hold Harmless:

Contractor shall hold County of Riverside its officers, agent, and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of Contractor, its officers, agents, employees or subcontractors relating to or in anywise connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, County of Riverside its officers, agents and employees in any legal action based upon any such alleged acts or omissions.

SS 19. EQUAL EMPLOYMENT OPPORTUNITY:

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.

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 subcontractors 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.

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.

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.

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 Inviting Bids.

SS 20. DEPOSIT OF SECURITIES:

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

SS 21. 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

Section 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.

SS 22. CLAIMS RESOLUTION:

In accordance with Public Contract Code Section 20104 - 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.

1. 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 provide 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.
 - (a) 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 or 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.
 - (b) 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 or 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.

2. 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 meet and confer conference within 30 days.
3. 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.
4. 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.

SS 23. DUST ABATEMENT:

Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "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", 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 of Riverside, 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 of Riverside by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the Standard Specifications. The cost of all fines levied against the County of Riverside 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 his 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. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and 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 Signage Recommendations", attached hereto. Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the Engineer prior to fabrication.

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

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

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" 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 Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.

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

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

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

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

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.

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. ¾" 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	PROJECT NAME:		3 ½ " Title Case Bold Letters
1" UPPERCASE Letters	CONTRACTOR		3 ½ " Title Case Bold Letters
1" Title Case Letters	Contractor's Dust Control Phone #		3" Bold Numbers
1" Title Case Letters	County of Riverside Phone #		3" Bold Numbers
1" Title Case Letters	Phone Number:	SCAQMD 1-800-CUT-SMOG	3 ½ " Bold Numbers

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

(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 #	909-	4" Bold Numbers
2" Title Case Letters	Phone Number:	SCAQMD 1-800-CUT-SMOG	4 ½" Bold Numbers
2" Title Case Letters	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT		

Section 1

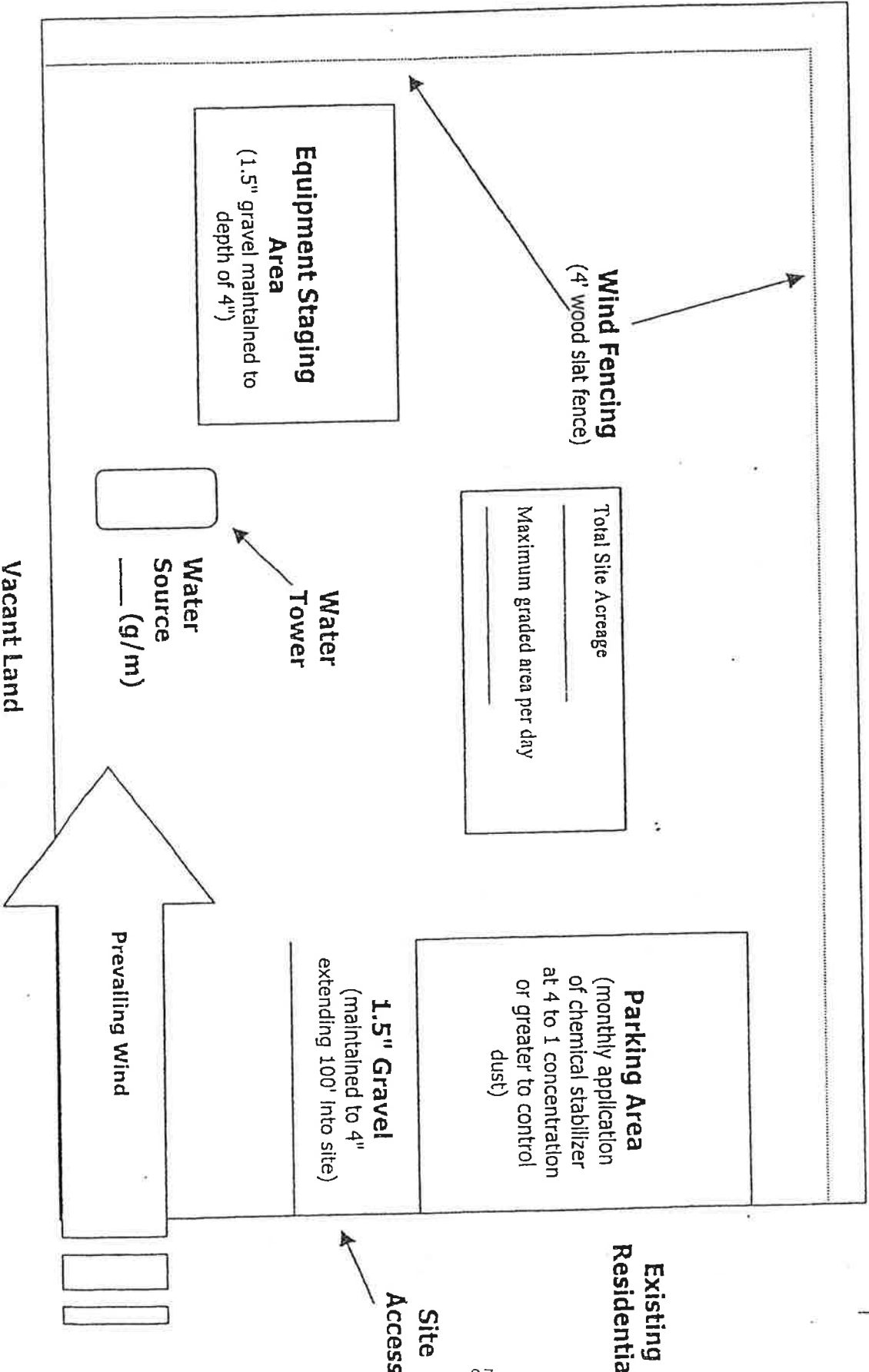
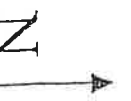
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence _____

Business _____



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

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.

RULE 403 IMPLEMENTATION HANDBOOK

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

DESCRIPTION

- | | |
|--------------------------------|--|
| (A) Watering | (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

- (F) Paving
- (G) Chemical stabilization
- (H) Watering
- (I) Reduce speed limits
- (J) Reduce vehicular trips
- (K) Gravel

DESCRIPTION

- (1) Requires street sweeping/cleaning if subject to material accumulation.
- (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.
- (1) In sufficient quantities to keep surface moist.
- (2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.
- (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.
- (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.
- (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.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

(L) Wind sheltering

DESCRIPTION

- (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

(Q) Chemical stabilization

DESCRIPTION

- (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) 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.
- (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.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (5) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

(Q) Chemical stabilization

DESCRIPTION

- (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
- (S) Wind fencing
- (T) Vegetation

- (1) Requires frequent applications unless a surface crust can be developed.
- (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.
- (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.

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. |
| (A-1) Watering (post-grading) | (2) Pre-application of water to depths of proposed cuts. |
| (A-2) Pre-grading planning | (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. |
| (B) Chemical stabilizers | (1) Grade each phase separately, timed to coincide with construction phase; or
(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. |
| (C) Wind fencing | (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. |
| (D) Cover haul vehicles | (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). |
| (E) Bedliners in haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full.
(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

- (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.
(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.
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.
(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.

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).

Source: (5) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

(Q) Chemical stabilization

DESCRIPTION

- (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.

* Use of drought tolerant, native vegetation is encouraged.

TABLE 1

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

FUGITIVE DUST SOURCE CATEGORY	<u>CONTROL MEASURES</u>
Earth-moving	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
Disturbed surface areas	(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 (1B) Apply chemical stabilizers prior to wind event; OR (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 (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
Unpaved roads	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice [once] per hour during active operation; OR (3C) Stop all vehicular traffic.
Open storage piles	(1D) Apply water twice [once] per hour; OR (2D) Install temporary coverings.
Paved road track-out	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
All Categories	(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.

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

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving (except construction cutting and filling areas, and mining operations)	<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; 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>
Earth-moving: Construction fill areas:	<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)*

FUGITIVE DUST SOURCE CATEGORY	<u>CONTROL ACTIONS</u>
Earth-moving: Construction cut areas and mining operations:	(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.
Disturbed surface areas (except completed grading areas)	(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.
Disturbed surface areas: Completed grading areas	(2c) Apply chemical stabilizers within five working days of grading completion; OR (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(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 (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (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 (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>
Unpaved Roads	<p>(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</p> <p>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR</p> <p>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.</p>
Open storage piles	<p>(5a) Apply chemical stabilizers; OR</p> <p>(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</p> <p>(5c) Install temporary coverings; OR</p> <p>(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.</p>
<u>All Categories</u>	<p>(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.</p>

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

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.

**CLINTON STREET
IN THE CITY OF INDIO AND COUNTY OF RIVERSIDE**

STREET IMPROVEMENT PLANS

PROJECT NO. B2-03892

SPECIAL PROVISIONS

DESCRIPTION:

In general, this project consists of reconstructing Clinton Street from Miles Avenue to Fred Waring Drive within the County of Riverside and City of Indio. The work involves cold planning existing asphalt concrete pavement, constructing new asphalt concrete pavement and base, rubberized asphalt concrete surfacing, plugging existing storm drain pipes and opening at catch basin, abandon drywells, constructing concrete curbs, gutters, concrete driveways, driveway approaches, sidewalk, cross-gutter, curb ramps and masonry block wall, installing of reinforced concrete pipes, catch basins, manholes, junction structures and reinforced concrete transition structure, removing traffic stripes and pavement markings, placing thermoplastic pavement markings, pavement markers and detector loops, removing/relocating/installing roadside signs, modifying traffic signals and reinstalling street lights, installing concrete wheel stop and truncated dome panel, striping, planting trees and installing tubular handrailing, adjusting utility valves/manholes to grade, relocating fire hydrants, constructing 4" PVC private water line system, and other work as may be required.

SPECIFICATIONS:

This project shall conform to the requirements of the May 2006 edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation.

Requirements on the construction plans for Portland Cement Concrete are modified to the PCC Class designations, as described in Section 90-1.01 of the Standard Specifications, as follows:

Class "A" shall mean Class "2"
Class "B" shall mean Class "3"
Class "C" shall mean Class "4"
Class "D" shall mean Class "1"

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 job will not be 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 conclusion of the project.

Full compensation for maintaining and compiling the record drawings shall be considered to be included in other items of work and no additional compensation will be allowed therefor.

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, as provided in Section 7-1.13 of the Standard Specifications.

The second paragraph of Section 7-1.13 of the Standard Specifications is modified to read as follows:

When any material is to be disposed of outside the highway right of way, and the County of Riverside 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 he shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County of Riverside 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.

LIQUIDATED DAMAGES:

The Contractor shall diligently prosecute the work to completion before the expiration of 50 working days including Saturdays from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of \$3,500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed within seven (7) calendar days of the removal of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road removed in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$1000.00 per day**, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

Additionally, the Contractor shall pay to the County of Riverside the sum of **\$1000.00** per day for each and every calendar day's delay in receiving all of the below listed equipment, onto the job site or at the Contractor's storage facility, and available for installation, within 45 calendar days of the award of the contract by the County of Riverside Board of Supervisors:

1. 170 Master Controller.
2. LED Modules.

PROGRESS SCHEDULE:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule.

The Contractor shall submit to the Engineer construction schedule update every two weeks, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

Schedule activities shall include the following:

- A. A clear and legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently or by completing activities earlier than planned. The Contractor

may also submit for approval a cost reduction incentive proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive" of the Standard Specifications that will reduce time of construction.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date, in conformance with the provisions in Section 4-1.03, "Changes" of the Standard Specifications. The Contractor shall prepare a time impact analysis to determine the effect of the change in conformance with the provisions in "Time Impact Analysis" specified herein, and shall include the impacts acceptable to the Engineer in the next update schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one or more working days because of the ordered change.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

The Contractor shall include the following for each schedule submittal:

- A. Two sets of originally plotted, time-scaled network diagrams.
- B. Two copies of a narrative report.
- C. Two copies of each of 3 sorts of the CPM software-generated tabular reports.
- D. One 1.44-megabyte 3.5 inch floppy diskette containing the schedule data.

The time-scaled network diagrams shall conform to the following:

- A. Show a continuous flow of information from left to right.
- B. Be based on early start and early finish dates of activities.
- C. Clearly show the primary paths of criticality using graphical presentation.
- D. Be prepared on E-size sheets, 34" x 44".

E. Include a title block and a timeline on each page.

The narrative report shall be organized in the following sequence with all applicable documents included:

- A. Contractor's transmittal letter.
- B. Work completed during the period.
- C. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours.
- D. Description of the current critical path.
- E. Changes to the critical path and scheduled completion date since the last schedule submittal.
- F. Description of problem areas.
- G. Current and anticipated delays:
 - 1. Cause of delay.
 - 2. Impact of delay on other activities, milestones and completion dates.
 - 3. Corrective action and schedule adjustments to correct the delay.
- H. Pending items and status thereof:
 - 1. Permits.
 - 2. Change orders.
 - 3. Time adjustments.
 - 4. Noncompliance notices.
- I. Reasons for an early or late scheduled completion date in comparison to the contract completion date.

Tabular reports shall be software-generated and provide information for each activity included in the project schedule. Three different reports shall be sorted by (1) activity number, (2) early start and (3) total float. Tabular reports shall be 8-1/2" x 11" in size and shall include, as a minimum, the following applicable information:

- A. Data date.
- B. Activity number and description.
- C. Predecessor and successor activity numbers and descriptions.
- D. Activity codes.
- E. Scheduled, or actual and remaining durations (work days) for each activity.
- F. Earliest start (calendar) date.
- G. Earliest finish (calendar) date.
- H. Actual start (calendar) date.
- I. Actual finish (calendar) date.
- J. Latest start (calendar) date.
- K. Latest finish (calendar) date.
- L. Free float (work days).
- M. Total float (work days).

- N. Percentage of activity complete and remaining duration for incomplete activities.
- O. Lags.
- P. Required constraints.

Schedule submittals will only be considered complete when all documents and data have been provided as described above.

Update Schedule:

The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow 2 weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until the previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a data date of the twenty-first day of the month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percent complete and finish dates shall be shown as applicable. Durations for work that has been completed shall be shown on the update schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. The Contractor shall state in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then the Contractor shall submit a time impact analysis as described herein.

Time Impact Analysis:

The Contractor shall submit a written time impact analysis (TIA) to the Engineer with each request for adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change may impact the critical path or contract progress.

The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed. The

TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of contract time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

The Contractor shall submit a TIA in duplicate within 15 working days of receiving a written request for a TIA from the Engineer. The Contractor shall allow the Engineer 2 weeks after receipt to approve or reject the submitted TIA. All approved TIA schedule changes shall be shown on the next update schedule.

If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will be allowed 15 days from the meeting with the Engineer to give notice in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim" of the Standard Specifications. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update schedules. If agreement is reached at a later date, approved TIA schedule changes shall be shown on the next update schedule. The Engineer will withhold remaining payment on the schedule contract item if a TIA is requested by the Engineer and not submitted by the Contractor within 15 working days. The schedule item payment will resume on the next estimate after the requested TIA is submitted. No other contract payment will be retained regarding TIA submittals.

Final Update Schedule:

The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein". An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

Payment:

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article shall be considered as included in the contract bid prices paid for the various items of work, and no additional compensation will be allowed therefor.

PAYMENTS:

Attention is directed to Sections 9 1.06, "Partial Payments," and 9 1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial 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.	Clearing and Grubbing	\$ 175,000
B.	Mobilization	\$ 90,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

ITEMS OF WORK:

ORDER OF WORK:

Approved PROGRESS SCHEDULE:

The Contractor will need to develop their construction staging plans in the following general order of work. Prior to initiating excavation activities, the Contractor shall pothole all utilities.

During school days, the Contractor will not be allowed to start construction activities in and around the area of the school before between 7:00 a.m. to 8:00 a.m. and 1:30 p.m. to 2:30 p.m. or as modified to meet school schedule (Monday through Friday).

The Contractor will not be allowed to have lane closure at the intersection during the hours of 7:00 a.m. to 9:00 a.m. and 1:30 p.m. to 2:30 p.m.

Stage One: The initial order of work shall be construction of the west side of Clinton Street from Miles Avenue to Fred Waring Boulevard. In addition, the Contractor will need to provide construction activities along Miles Avenue to complete the full intersection. Construction activities anticipated under this stage shall include but not limited to removals along the west side of Clinton Street, storm drain and sewer line construction, removal and construction of new 4" water line, roadway excavation, aggregate base, concrete driveways, curb and gutter and driveway approaches, underground conduit for signals and base AC paving.

Stage Two: Following completion of the western half of Clinton Street, the Contractor shall begin construction activities along the eastern half of Clinton Street. Construction activities anticipated under this stage shall include but not limited to removals along the east side, storm drain lateral construction and connection to Stage One construction, roadway excavation, aggregate base, concrete driveways, curb and gutter and driveway approaches, base AC paving, full width asphalt rubber paving and completion of the signal modifications.

TRAFFIC CONTROL SYSTEM:

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

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 Construction Engineer. Construction shall not begin until the Engineer provides Contractor with County approval of the plans.

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

With regard to the preparation and implementation of the plans, attention is especially directed to Sections 7-1.06, 7-1.08, 7-1.09, 7-1.11, 7-1.12 and Section 12 of the State of California Standard Specifications. Section 12-2.02 of the Standard Specifications is deleted.

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual of Traffic Controls, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

No detours will be allowed. The Contractor will be required to conduct his operations in such a manner that traffic will be permitted to pass through the work area with as little delay as possible. Work is authorized only from 6:00 a.m. to 8:00 p.m., Monday to Friday, 9:00 a.m. to 5:00 p.m. on Saturday, excluding holidays, except as directed by the Engineer.

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

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

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

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

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

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

Dust control shall conform to the provision of Section 10 of the Standard Specifications except that no extra work will be allowed when the Engineer orders the application of water for the purpose of controlling dust caused by public traffic as provided for in the last paragraph of Section 10.

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to design the information letter, obtain design approval from the Engineer, print sufficient copies,

and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer in .WPG, .DXF, .DGN or .DWG format. The letter shall be similar to the sample provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

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

Payment - Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices shown on the traffic control plan including four changeable message signs, shall be paid for on a lump sum basis, and no additional compensation will be allowed therefor.

SPECIAL SIGN:

Special signs shall conform to the provisions in Section 56 of the Standard Specifications and as directed by the Engineer.

The Contractor shall furnish and erect Special Signs at the locations designated by the Engineer in accordance with the Standard Plans and these Special provisions.

These signs will be in addition to any signs as necessary for the Contractor provided in the Traffic Control Plan. These signs will be for way finding and information providing. The signs will be requested either prior to construction, or during construction by the Resident Engineer as he deems them necessary. For bidding purposes, the signs shall be assumed to be 4' X 6' in size and shall be mounted on two 4" X 6" posts.

The signs shall be professionally manufactured and installed in accordance with Section 56-2 of the Standard Specifications and Standard Plans RS1 through RS3, and the Caltrans Publication "Standard Alphabet of Highway Signs".

Signs shall be manufactured using 3/4" plyglaze or equivalent support material, 3" minimum lettering size, 1" border and reflective sheeting conforming to FHWA FP-85 Type IIA or AASHTO M268 Type III.

Some of the signs shall be assumed to have logos, however, the majority will be just text. The signs may not be placed all at once, but rather on an as needed basis.

Advance notice signs, in accordance with the requirements herein and as directed by the Engineer, shall be installed at least 10 calendar days prior to the first day of the road closure.

Full compensation for Special Signs, including furnishing all labor, materials, tools, equipment, and incidentals, for furnishing, erecting, maintaining, and removing the signs, shall be considered as included in the contract price of "Special Signs" and no additional compensation will be allowed therefor.

ENCROACHMENT PERMIT:

It shall be the responsibility of the Contractor to obtain a duplicate encroachment permit for work done within the City of Indio Right-Of-Way. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no compensation will be allowed therefor.

The Contractor will also need to obtain a construction encroachment permit from CVWD for the work activities associated with the slurry backfill and plugs of the abandoned irrigation pipeline.

Full compensation for the actual cost of Encroachment Permit fees, as paid by Contractor to CVWD, shall be made on a force account basis, in accordance with Section 9-1.03 of the Standard Specifications and these Special Provisions, up to the fixed bid price. No markups will be allowed. All incidental costs incurred by the Contractor, including the insurance requirements of CVWD, shall be considered as included in the various items of work, and no compensation will be allowed therefor.

GENERAL MIGRATORY BIRD TREATY ACT:

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Between February 1 and September 1, the Contractor shall notify the Engineer 15 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between February 1 and September 1.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving the disturbance structures, ground or vegetation, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting on the ground, on structures or in trees, shrubs or other vegetation within the project limits.

Preventing nesting by using appropriate exclusion techniques will be paid for as extra work as provided in Section 4-1.03D, "Extra Work" of the Standard Specifications.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 200 feet of the nests and notify the Engineer. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety" of the Standard Specifications.

Penalties as used in this section, "General Migratory Bird Protection" shall include fines, penalties, and damages whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department shall inform the Contractor of the withheld amount.

CLEARING AND GRUBBING:

Clearing and grubbing (including the removal of trees/roots/stumps, vegetation, shrubs, fencing (wood/iron), K-rail barrier, reinforced concrete pipe, concrete sign base and conduit at school site, gates, block wall, planter, posts, steel plates and concrete bulk head at 24" storm drain pipe, modifying irrigation systems, trimming shrubs, relocating mailboxes and

chain link fence, adjustment to pull boxes, removal of street and roadside signs, decorative landscape boulders, removal and slurry backfill of dry wells, removal of concrete bulkhead from existing storm drain pipe, 2 sacks slurry plugging of pipes and openings at catch basins and any other unforeseen obstruction that may interfere with the construction) shall conform to the provisions in Sections 15 and 16 of the Standard Specifications and as directed by the Engineer. The Contractor shall remove all stumps and/or remaining tree trunks on all trees that have been "topped" by County personnel for the relocation on the IID overhead power lines.

Vegetation shall be cleared and grubbed within the Right-Of-Way, excavation and embankment slope lines, and construction easements.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Private mail and newspaper boxes shall be removed as directed by the Engineer, and reset on temporary portable mounts consisting of timber posts supported in five gallon cans or buckets.

During construction operations, the portable mount shall be moved as necessary to clear the Contractor's operations, but at all times shall be easily accessible for mail delivery. When construction is complete, the mounts shall be reset on a final position outside the shoulder line as directed by the Engineer. Existing groups of mailboxes, on single-post or multiple post supports, shall be removed and reset on two-post portable mounts as herein specified for single-post mountings and shall be provided with a supporting cross member between the tops of the portable mounts. Damaged mailboxes either existing or by Contractor shall be the responsibility of the Contractor and shall be replaced during the construction operations.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up" of the Standard Specifications.

The Contractor shall also remove the concrete plugs at the openings of all catch basins and any remaining concrete overlay at the local depressions located along Miles Avenue between Swingle Street and Clinton Street. The concrete plugs shall be removed following the completion of the proposed main trunk line construction and connection to the existing storm drain system in Fred Waring Drive. The Contractor is responsible for any damage caused to the structures during the removal of the concrete plug and overlay. Any repairs to the structures shall be the sole expense of the Contractor's.

The Contractor shall abandon the existing drywell by filling the collection area with 2 sack slurry.

Payment - Full compensation, except as otherwise provided herein, for conforming to the requirements of this article shall be paid for on a lump sum basis including the furnishing of labor, backfill materials and no additional compensation will be allowed therefor.

DEVELOP WATER SUPPLY:

Develop water supply shall conform to the provisions of Section 17 of the Standard Specifications and these Special Provisions.

Attention is directed to the requirements of Section 10, "Dust Control".

Full compensation for developing water supply and furnishing watering equipment shall be considered as included in the lump sum price paid for develop water supply and no additional compensation will be allowed therefor.

COOPERATION:

Attention is directed to Section 7-1.14, "Cooperation" of the Standard Specifications and these Special Provisions.

COLD PLANE ASPHALT CONCRETE PAVEMENT:

The Contractor shall cold plane the asphalt concrete pavement to a depth as shown on the approved plans or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 72 inches wide and shall be operated so as not to produce fumes or smoke.

The depth, width and shape of the cut shall be as indicated on the plans. The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way shall become the property of the Contractor and shall be immediately removed from the site of the work and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way", of the Standard Specifications. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety" of the Standard Specifications.

The contract unit bid price paid per square yard for Cold Plane Asphalt Concrete Pavement shall include full compensation for providing all labor, tools, equipment and disposing of the grindings, and no additional compensation will be allowed therefor.

ROADWAY EXCAVATION:

Earthwork shall conform to the provisions of Section 19 of the Standard Specifications and these Special Provisions.

At road connections and at limits of asphalt paving, existing pavement shall be header cut as directed by the Engineer. Full compensation for furnishing all labor, tools and doing all the work necessary including grinding, and sawcutting shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

Existing pavement including any base material shall be cut back to neat lines and removed as shown on the plans or as directed by the Engineer. Excess material will become the property of the Contractor and will be disposed of as provided in Section 7-1.13 of the Standard Specifications.

Pavement and base material removal will be considered as roadway excavation for payment purposes.

Relative Compaction:

Relative compaction shall conform to the provisions of Section 19-5.03, "Relative Compaction (95 Percent)" of the Standard Specifications, these Special Provisions and/or as directed by the Engineer.

Whenever relative compaction is specified to be determined by Test Method No. Calif. 216, the in-place density may be determined by Test Method No. Calif. 231. The in-place density required by Test Method No. Calif. 312 may be determined by Test Method No. 231. The wet weight or dry weight basis and English Units of Measurement may be used at the option of the Materials Engineer.

Payment:

The unit price paid per cubic yard for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved including hauling, excavation and compaction, removal of existing pavement and base, as directed by the Engineer and no additional compensation will be allowed therefor.

FINISHING ROADWAY:

Finishing roadway shall conform to Section 22 of the Standard Specifications.

Payment - Full compensation, except as otherwise provided herein, for conforming to the requirements of this article shall be paid for on a lump sum basis and no additional compensation will be allowed therefor.

WATER POLLUTION CONTROL:

Throughout the term of this contract, the total soil-disturbed area of the project site is more than 1 acre.

National Pollutant Discharge Elimination System - NPDES:

The Contractor shall comply with the requirements of Board Order No. 01-077 (NPDES No. CAS617002). NPDES Area-Wide Municipal Storm Water Permit, hereafter referred to in this section as the "Permit", issued by the California Regional Water Quality Control Board (CRWQCB) - Colorado River Basin Region. This permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. The Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) in accordance with this section entitled "Stormwater and Non-Stormwater Pollution Control" of these Special Provisions.

A copy of the Permit may be obtained at the office of the County of Riverside Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, CA. (951) 955-6780, or may be obtained on the internet at: [http://www.swrcb.ca.gov/rwgcb7/documents/board adopted/Year 2001/01-077wdr.pdf](http://www.swrcb.ca.gov/rwgcb7/documents/board%20adopted/Year%2001/01-077wdr.pdf).

The Contractor's attention is directed to:

1. Allow the Engineer to withhold progress payments if the Contractor fails to fully implement "Stormwater and Non-Stormwater Pollution Control" or is deemed to be in non-compliance with provisions of the permit;
2. "Stormwater Pollution Prevention Plan Preparation and Approval" which requires that a SWPPP be prepared and approved prior to the pre-construction meeting;
3. "Stormwater Pollution Prevention Plan Implementation" which allows the Engineer to suspend construction operations if the Contractor fails to implement the approved SWPPP and any amendments thereto.

Stormwater And Non-Stormwater Pollution Control:

The term "Stormwater and Non-Stormwater Pollution Control" shall include preparing, obtaining approval of, amending and implementing the Storm Water Pollution Prevention Plan (SWPPP) as required by the State Water Resources Control Board (SWRCB) and the California Regional Water Quality Control Board (CRWQCB)-Colorado River Basin Region.

The SWPPP shall identify site specific Best Management Practices (BMPs) to be implemented during and after construction to minimize the potential pollution of stormwater runoff and receiving waters. The identified BMPs shall be practices designed to minimize or eliminate the discharge of pollutions from the construction site and the Contractor's construction activities, including, but not limited to:

1. Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.
2. Construction procedures such as stabilized construction access points, schedule/phasing to minimize areas of soil disturbance, soil stabilization, and erosion/sediment control.

The SWPPP shall also stipulate an ongoing program for monitoring and maintenance of all BMPs.

All activities performed by the Contractor for this project shall conform to the requirements in the latest version of the statewide National Pollutant Discharge Elimination System (NPDES) General Permit (Permit No. CAS000002) for Stormwater Discharges Associated with Construction Activity and Modifications (Resolution No. 2001-046) to Water Quality Order 99-08-DWQ SWRCB NPDES General Permit for Stormwater Discharges Associated with Construction Activity, hereafter referred to collectively as the "General Permit", issued by the SWRCB. This General Permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities.

A copy of the Permit and Resolution 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 www.swrcb.ca.gov/resdec/wqorders/1999/wqo99-08.html and www.swrcb.ca.gov/resdec/resltn/2001/rs2001-046.doc.

In the event the County incurs any Administrative Civil Liability (fine) imposed by the CRWQCB - Colorado River Basin Region, 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 Civil Liability. Liability may be in an amount up to \$27,500 per day per deemed occurrence.

Stormwater and Non-Stormwater Pollution Control work shall conform to the requirements in the latest version of Caltrans Storm Water Quality Handbooks, entitled "Construction Site Best Management Practices (BMPs) Manual" and "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual". Copies of the "Construction Site BMPs Manual" and "SWPPP and WPCP Preparation Manual", hereafter referred to collectively as the Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815-3800. Telephone: (916) 445-3520. Copies of the Caltrans Handbooks can also be downloaded from the Caltrans internet site at <http://www.dot.ca.gov/hq/construc/stormwater.html>.

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 "Stormwater and Non-Stormwater Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, General Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Handbooks, General Permit, Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the project site. The SWPPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States Environmental Protection Agency (USEPA) or local stormwater management agency. Requests by the public shall be directed to the Engineer.

The Contractor is solely and exclusively responsible for any arrangements made between the Contractor and other property owners or entities that results in disturbance of areas or construction activities being conducted outside limits of the designated rights-of-way and temporary construction easements as shown on the project drawings.

The Contractor shall, at reasonable times, allow authorized agents of the CRWQCB, SWRCB, USEPA or local stormwater management agency, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the works;
2. Have access to and copy any records required to be kept as specified in the General Permit;
3. Inspect the construction site, including any off-site staging areas or material storage areas, and related soil stabilization practices and sediment control BMPs; and
4. Sample or monitor for the purpose of ensuring compliance with the General Permit.

The Contractor shall notify the Engineer immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

SWPPP Preparation And Approval:

The Contractor shall prepare and obtain approval of the SWPPP as part of the Stormwater and Non-Stormwater Pollution Control work for this contract. The SWPPP shall include an appropriate sampling and analysis plan (SAP) as required by Section B, "Monitoring Program and Reporting Requirements" of the General Permit. The SAP shall comply with the requirements in the Caltrans Sample Contractor's Water Quality SAPs that are available on the Caltrans internet site at <http://www.dot.ca.gov/hq/construc/stormwater.html>. An additional guidance document titled "Construction Storm Water Sampling and Analysis Guidance Document" is available from the California Stormwater Quality Association internet site at <http://www.stormwatertaskforce.org/swqtf/products.htm>. The Contractor shall prepare and implement the SWPPP in accordance with the Caltrans Handbooks and Sample Contractor's Water Quality SAPs, the General Permit and these Special Provisions.

In case of conflict between the Caltrans Handbooks and Sample Contractor's Water Quality SAPs and these Special Provisions, these Special Provisions shall govern; in case of conflict between these Special Provisions and the General Permit, the latter shall govern.

Within five (5) working days after award of the contract, the Contractor shall submit two (2) copies of the SWPPP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the SWPPP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions.

The Contractor shall submit four (4) copies of the approved SWPPP to the Engineer prior to pre-construction meeting. The Contractor must have an approved SWPPP prior to the pre-construction meeting.

The objectives of the SWPPP shall be to identify all pollution sources associated with Contractor's construction activities that may adversely affect the quality of stormwater discharges; to identify all non-stormwater discharges; to identify, construct, implement and maintain water pollution control best management practices, hereafter referred to as "BMPs", to reduce to the maximum extent practicable pollutants in both stormwater discharges and authorized non-stormwater discharges from the construction site during construction and to develop a maintenance schedule for BMPs after construction is completed under this contract.

The SWPPP shall incorporate BMPs in each of the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-Stormwater management, and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of BMPs are described in the Caltrans Handbooks. The Contractor shall consider the objectives and minimum requirements presented in the Caltrans Handbooks for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate one or more of the listed minimum BMPs required into the SWPPP and implement on the project to meet the pollution control objectives for the category. In addition, the Contractor shall consider other BMPs presented in the Caltrans Handbooks to supplement the minimum BMPs required when necessary to meet the objectives of the SWPPP and maintain compliance with the General Permit. The Contractor shall document the selection process in accordance with the procedure specified in the Caltrans Handbooks.

The Contractor shall not assume that the minimum BMPs required for each category presented in the Caltrans Handbooks are adequate to meet the pollution control objectives. The Contractor may use other effective BMPs, as approved by the Engineer, in addition to the minimum BMPs required in the Caltrans Handbooks to achieve the pollution control objectives.

The SWPPP shall include the following items as described in the Caltrans Handbooks, Sample Contractor's Water Quality SAPs and General Permit:

1. Title Page;
2. Certification and Approval;
3. Table of Contents;
4. Source Identification;

5. Stormwater and Non-Stormwater Pollution Control Drawings;
6. Erosion Control;
7. Stabilization;
8. Sediment Control;
9. Non-Stormwater Management;
10. Waste Management and Disposal;
11. Maintenance, Inspection and Repair Program;
12. Training;
13. List of Contractors and Subcontractors;
14. Sampling and Analysis Plan;
15. Post-Construction Stormwater Management;
16. Current Inventory of BMP related materials;
17. Mobilization Plan for BMP deployment;
18. A copy of the Notice Of Intent (NOI) form submitted by the District for this project;
19. A copy of the Waste Discharge Identification (WDID) number or proof of mailing of the NOI (provided by the District);
20. A copy of the General Permit;
21. A copy of other applicable Plans/Permits, if any;
22. Construction Site Inspection Checklist;
23. Pre/Post Storm Inspection Checklist;
24. Inspection Log;
25. A copy of the Amendments, if any;
26. Amendment Certification and Approval, if any;
27. Amendment Log;
28. Annual Compliance Certification;
29. BMPs Consideration Checklist; and;
30. SWPPP Checklist.

Stormwater Pollution Prevention Plan Amendments:

The Contractor shall prepare amendments to the SWPPP, both graphically and in narrative form, whenever there is a change in Contractor's construction activities or operations which may result in the discharge of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The Contractor shall also amend the SWPPP if it is in violation of any condition of the General Permit, or has not effectively achieving the objective of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs, revised Contractor's construction activities or operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to effectively control water pollution.

Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initial approval of the SWPPP. The Contractor shall date and attach all approved amendments to the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional BMPs, revised construction activities or operations.

Annual Compliance Certification:

The Contractor shall certify annually that construction activities are in compliance with the requirements of the General Permit and the approved SWPPP. The certification must be completed by July 1st of each year.

Non-Compliance Reporting:

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within two (2) calendar days of identification of non-compliance activities.

Stormwater Pollution Prevention Plan Implementation:

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for placing, installing, constructing, inspecting and maintaining the BMPs as well as conducting the sampling and analysis plan as included in the SWPPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP 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. Requirements for installation, construction, inspection, maintenance, removal and disposal of BMPs are specified in the Caltrans Handbooks and these Special Provisions.

The Engineer may order the suspension of construction operations if the Contractor fails to comply with the requirements of "Stormwater and Non-Stormwater Pollution Control" as determined by the Engineer.

The Contractor will not be compensated for sampling and analysis work because of the Contractor's failure to properly implement, inspect, maintain, and repair BMPs in the approved SWPPP and any amendments thereto, or for failing to store construction materials or wastes in watertight conditions.

- a. Stormwater Pollution Control - The Contractor shall implement soil stabilization practices and sediment control BMPs, including minimum requirements as presented in the Caltrans Handbooks, on all disturbed areas of the project site throughout the winter season, defined as between October 1st and May 31st.

Implementation of soil stabilization practices and sediment control BMPs for soil-disturbed areas, including but not limited to, rough graded access roads, slopes, channel inverts, operational inlets and outlets of the project site shall be completed no later than ten (10) calendar days prior to the start of the winter season or upon start of applicable Contractor's construction activities for

projects which begin either during or within ten (10) calendar days of the winter season.

The Engineer may require the Contractor, on a case- by-case basis, to reduce the active, soil-disturbed area limit of the project. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of fifteen (15) calendar days or more. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with soil stabilization practices such as covering with mulch, temporary seeding, fiber rolls, blankets, etc. within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with sediment control BMPs within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

- b. Non-Stormwater Pollution Control - The Contractor shall implement, year-round and throughout the duration of the project, BMPs included in the SWPPP for sediment tracking, wind erosion, non-stormwater management, and waste management and disposal.

- c. Inspections and Reporting - The Contractor shall regularly inspect the construction site for BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. The Contractor shall identify corrective actions and time frames to address any damaged BMPs or reinitiate any BMPs that have been discontinued.

At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm;
2. After any precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. At regular interval of once every 2 weeks.

The construction site inspection checklist provided in the Caltrans Handbooks shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

- d. Maintenance - The Contractor shall maintain construction site BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the County.
- e. Training - The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance, and repair personnel have received or will receive that is directly related to stormwater pollution prevention.
- f. National Pollutant Discharge Elimination System (NPDES) Permit (Required Urban Runoff Management Training) - The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the County. Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the County and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a bid,

the Contractor certifies to the County that he has trained his employees and subcontractors, if any, for Urban Runoff Management and included sufficient sums in his base bid price to cover such costs of said training.

Payment:

Payment for implementing erosion control measures will be paid for under the bid item Water Pollution Control on a lump sum basis, for the work performed, including developing, preparing, obtaining approval of, revising and amending the SWPPP, and installing, constructing, maintaining, removing and disposing of BMPs as shown in the SWPPP, as specified in the Caltrans Handbooks and Sample Contractor's Water Quality SAPs, General Permit and these Special Provisions, and as directed by the Engineer. No compensation will be allowed for project general conditions and for dust abatement requirements listed under this bid item.

MOBILIZATION:

Mobilization shall conform to Section 11 of the Standard Specifications and these Special Provisions.

Payment - Full compensation for Mobilization, except as otherwise provided herein, for conforming to the requirements of this article shall be paid for on a lump sum basis and no additional compensation will be allowed therefor.

EXISTING HIGHWAY FACILITIES:

The work performed in connection with the removal, relocation, adjusting, protection and or salvaging of various existing highway facilities, improvements, and or incidental features shall conform to the provisions in Section 15, "Existing Highway Facilities" of the Standard Specifications and these Special Provisions.

Items identified on the plans for removal shall be removed and disposed of in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications and these Special Provisions, or as directed by the Engineer.

Full compensation for items to be removed will be considered as included in the prices paid for the various items of work and/or as included in the lump sum price bid for Clearing And Grubbing and no additional compensation shall be allowed therefor.

REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING:

Where blast cleaning/grinding is used for the removal of painted/thermoplastic traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by wet abrasive blasting, hydro-blasting or vacuum blasting, and shall comply with AQMD regulations.

Blast cleaning/grinding for removal of traffic stripes shall be feathered out to irregular and varying widths.

Pavement markings shall be removed by blast cleaning/grinding a rectangular area, rather than just lettering or markings, so the old message cannot be identified.

After removal of traffic stripes and pavement markings, a fog seal coat shall be applied in conformance with the provisions in Section 37, "Bituminous Seals" of the Standard Specifications and the following:

If removal of existing striping is performed more than 24 hours prior to final striping, the Contractor shall place reflective temporary striping tape throughout the limits of sandblasting, to provide channelization of traffic, for all lanes of travel.

Temporary striping tape shall be removed subsequent to final striping.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety" of the Standard Specifications.

Full compensation for removing traffic stripes and pavement markings shall be paid under Paint Traffic Stripe (2-Coats) and Thermoplastic Pavement Marking and shall include the furnishing all labor, tools, materials, and equipment and no additional compensation will be allowed therefor.

AGGREGATE BASE:

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions and shall meet the gradation requirements for 3/4 inch maximum.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base" shall be modified to read:

Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious matter, and shall be of

such nature that it can be compacted readily under watering and rolling to form a firm and stable base. Aggregate may consist of broken and crushed asphalt concrete or Portland cement concrete and may contain crushed aggregate base or other rock materials. The material may contain no more than 3 percent brick by weight as determined by California Test Method 202 as modified: Brick material retained on a No.4 sieve shall be identified visually and separated manually. Brick quantification shall be based on total weight of dry sample. Also, material retained on the No.4 sieve shall contain no more than 15 percent of particles (gravel) that have no more than one fractured face.

The Quality Requirements contained in Section 26-1.02A shall be modified to read:

QUALITY REQUIREMENTS

Test	Contract Compliance
Resistance (R-Value)	
Virgin Rock	78 Minimum
Crushed Miscellaneous	80 Minimum
Sand Equivalent	35 Minimum
Durability Index	35 Minimum
Percentage Wear	
100 Revolutions	15 Maximum
500 Revolutions	52 Maximum

Quantities of Aggregate Base will be paid for at the contract unit price per cubic yard and in accordance with the provisions of Sections 26-1.06 and 26-1.07 of the Standard Specifications.

PREPARING EXISTING ROADBED FOR RESURFACING:

When asphalt rubber hot mix is to be spread over existing pavement, the existing pavement shall first be cleaned of all dirt and extraneous material. The area shall be sprayed with paint binder prior to resurfacing.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. Full compensation for furnishing all labor, tools, and materials necessary to clean tracked paint binder shall be considered as included in the contract price paid per ton for Asphalt Rubber Hot Mix.

Asphalt rubber hot mix shall be placed on all existing surfacing, including curve widening, public road connections, and left turn pockets, unless otherwise directed by the Engineer.

All raised pavement markers shall be removed prior to the application of paint binder.

The Contractor will be required to place and remove temporary pavement markings as directed by the Engineer.

At the end of each day's work, preceding a non-working day or a day on which the Contractor does not work, the distance between the ends of the adjacent surfaced lanes shall not be greater than 10 feet nor less than 5 feet.

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.

The Contractor shall lower 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. 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 15-2.05A, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers, including initial lowering of valves and manholes when required, shall be considered as included in the contract price paid for Asphalt Rubber Hot Mix.

Except as otherwise provided, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing existing roadbed as shown on the plans, as specified herein, and as directed by the Engineer shall be considered as included in the contract bid price paid per ton for Asphalt Rubber Hot Mix.

ASPHALT RUBBER HOT MIX - GAP GRADED (ARHM-GG): (Wet Process)

ARHM-GG, shall conform to the provisions for Type "A" asphalt concrete in Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions with the exception that ARHM-GG shall be spread at a temperature of not less than 285° F and not more than 350° F, measured in the hopper of the paving machine.

Binder for ARHM-GG shall be Type 2 asphalt-rubber binder with an asphalt modifier as specified in these Special Provisions. The grade of asphalt-rubber binder shall be PG 64-16.

The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements following:

REQUIREMENTS FOR ASPHALT MODIFIER

Property	ASTM Test Method	Value
Flash Point, C.L.O.C., *°C (*°F)	D92	207 (405) min
Viscosity, cSt @ 100°C (212°F)	D445	X±3*
Molecular Analysis Asphaltenes, percent by mass	D2007	0.1 max
Aromatics, percent by mass	D2007	55 min

*The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits of 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change requested by the Contractor in the value "X" shall require a new asphalt-rubber binder design.

The amount of asphalt-rubber binder to be added to the aggregate shall be between 6.7% and 8.7% by dry weight of the aggregate. The exact amount will be determined by the Engineer. The temperature of the aggregate at the time the asphalt-rubber binder is added shall be not more than 350° F.

Rubber for use in asphalt-rubber binder shall be free of loose fabric, wire and other contaminants except that up to 3% (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce foaming when blended with the hot asphalt.

A sample of the asphalt-rubber binder proposed for use on the project, consisting of four one-quart cans, together with the proposed formulation of the binder shall be furnished to the Engineer at least two weeks before ARHM-GG pavement construction is scheduled to begin.

The method and equipment for combining the rubber and the asphalt shall be so designed and accessible that the Engineer can readily determine the percentage by weight for each material being incorporative into the mixture.

Equipment utilized in the production and proportioning of the asphalt-rubber binder shall include the following:

An asphalt heating tank with hot oil heat transfer to heat the asphalt to the necessary temperature before blending with the granulated rubber. This unit shall be equipped with a thermostatic heat control device.

A mechanical blender for proper proportioning and thorough mixing of the asphalt and rubber. This unit shall have both an asphalt totalizing meter (gallons or liters) and a flow rate meter (gallons per minute or liters per minute).

An asphalt-rubber storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and rubber.

An asphalt-rubber supply system equipped with a pump and metering device capable of adding the binder by volume to the aggregate at the percentage specified or ordered.

The equipment utilized in the manufacture of asphalt rubber binder shall keep the mix in a continuous blend state. The batch method is not acceptable.

The swell, moisture vapor susceptibility, and the stabilometer value requirement in Section 39-2.02, "Aggregate" of the Standard Specifications shall not apply to ARHM-GG.

Before opening a traffic lane to public traffic, when directed by the Engineer, a sand cover shall be spread uniformly over areas where ARHM-GG has been placed.

Sand shall be free from clay or organic material and shall be of such size that from 90% to 100% will pass a No. 4 sieve and not more than 5% will pass a No. 200 sieve.

Sand shall be spread at the approximate rate of from one to two pounds per square yard.

Traffic shall not be allowed on the ARHM-GG for at least one hour after final rolling operations have been completed.

Pneumatic tired rollers shall not be used to compact ARHM-GG.

The asphalt-rubber mixture shall not be used as a binder after it has been retained for more than 48 hours.

Type 2 Asphalt-Rubber Binder:

Type 2 asphalt-rubber binder shall be a uniform and reacted mixture of compatible paving grade asphalt, extender oil, and reclaimed vulcanized rubber.

Extender oil shall be a resinous, high flash point aromatic hydrocarbon conforming to the following:

Viscosity, SUS @ 100° F (ASTM D 88)	2500 minute
Flash Point, COC, Degree F (ASTM D 92)	405 minute
Molecular Analysis (ASTM D 2007)	
Asphaltenes, % by weight	0.1 maximum
Aromatics, % by weight	55 minimum

The asphalt and extender oil, when combined shall form a material that is chemically compatible with the rubber.

The rubber used in Type 2 asphalt-rubber binder shall be reclaimed vulcanized rubber and shall contain between 22 percent and 39 percent by weight, natural rubber when tested in accordance with ASTM D 297. The rubber shall conform to the following grading when tested in accordance with ASTM C 136:

Sieve Size	Percentage Passing
No. 8	100
No. 10	98-100
No. 16	45-75
No. 30	2-20
No. 50	0-6
No. 100	0-2

The rubber shall contain no particles longer than 3/16 inch in length.

The extender oil shall be added to the asphalt at a rate between 2 percent and 6 percent by weight of the asphalt, the exact amount shall be determined by the asphalt-rubber supplier. The asphalt shall be at a temperature of not less than 350° F nor more than 425° F when the extender oil is added.

The asphalt-extender oil blend and rubber shall be combined and mixed together in the blender unit to produce a homogeneous mixture.

The amount of rubber to be added to the asphalt-extender oil blend shall be 18 percent and 22 percent by weight of the total combined mixture of asphalt, extender oil, and rubber. The exact amount shall be determined by the asphalt-rubber supplier. The asphalt-extender oil blend shall be at a temperature of not less than 350° F nor more than 425° F when the rubber is added. After the material has reacted for at least 45 minutes, the asphalt-rubber

shall be metered into the mixing chamber of the asphalt concrete production plant at the percentage specified or ordered.

The asphalt-rubber mixture shall be reacted for a minimum of 45 minutes from the time the rubber is added to the asphalt-extender oil blend. The temperature of the asphalt-rubber mixture shall be maintained between 375° F and 425° F during the reaction period.

The asphalt-rubber mixture shall possess the following physical property after the reaction period:

Viscosity at 400° F (ASTM D 2196) 600-2000 cp
(Brookfield)

Asphalt-rubber shall consist of the following:

After reacting the PG 64-16, asphalt modifier and rubber, the asphalt-rubber binder shall conform to the following requirements:

<u>Test Parameter</u>	<u>Specification Limits</u>
Field Viscosity, Haake at 375° F in centipoise ASTM D 2669	1500-4000
Penetration, Cone at 77° F in 1/10 MM ASTM D 217	45 ± 25
Resilience 77° F in percent rebound ASTM D 3407	18 Minimum
Field Softening Point in degree F ASTM D 36	145 ± 20

Contractor shall have available a Haake Viscometer conforming to ASTM D 2669.

The asphalt-rubber mixture after reaching the desired consistency shall not be held at temperatures over 375° F for more than 4 hours.

General Requirements:

The aggregate for ARHM-GG shall conform to the following grading and shall meet the quality requirements for "Type A" as specified in Section 39-2.02, "Aggregate" of the Standard Specifications.

For 1/2" maximum size aggregate, use the following grading:

<u>Sieve Size</u>	<u>Limits of Proposed Gradation</u>	<u>Operating Range</u>	<u>Contract Compliance</u>
3/4"		100	100
1/2"		90-100	90-100
3/8"	78-92	X±5	X±7
#4	28-42	X±5	X±7
#8	15-25	X±4	X±5
#30	5-15	X±4	X±5
#200		2-7	0-8

The Los Angeles Rattler requirement in Section 39-2.02, "Aggregate" of the Standard Specifications shall be amended to read "40 percent maximum loss at 500 revolutions".

ARHM-GG shall be spread at a temperature of not less than 285° F and not more than 350° F, measured in the hopper of the paving machine, with ambient temperature of not less than 55° F.

Measurement:

The mixture of ARHM-GG will be measured by the ton in the same manner specified for asphalt concrete in Section 39-8.01, "Measurement" of the Standard Specifications.

Payment:

The contract price paid per ton for ARHM-GG shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing ARHM-GG complete in place, including header cutting as directed by the Engineer, furnishing and applying asphalt binder, furnishing and spreading sand cover if directed by the Engineer, as shown on the plan, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

HOT MIX ASPHALT:

Asphalt concrete shall be Type "A" and shall conform to the requirements of Section 39 of the Standard Specifications and the following:

If the type of the asphalt concrete is not specified on the plans, then Type "A" shall be furnished and placed.

Aggregate grading shall be three-quarter inch (3/4") maximum, medium.

The asphalt lift thickness table, as shown in Section 39-6.01, "General Requirements" of the Standard Specifications, is revised as follows:

Total Thickness Shown on Plans	Minimum No. of Layers	Top Layer Thickness (foot)		Next Lower Layer Thickness (foot)		All Other Lower Layer Thickness (foot)	
		Min.	Max.	Min.	Max.	Min.	Max.
0.24-foot or less ^a	1	-	-	-	-	-	-
0.25-foot	2 ^b	0.12	0.13	0.12	0.13	-	-
0.26 - 0.46 foot	2	0.12	0.21	0.14	0.25	-	-
0.47-foot or more	3 or more	0.15	0.21	0.15	0.25	0.17	0.25

Footnotes to asphalt thickness table are revised as follows:

- a. No Change.
- b. One layer of 0.25 foot thick may be placed as approved by the Engineer. When the Traffic Index specified is 5.5 or below, two layers shall be placed.

Asphalts:

Asphalt shall conform to the provisions in this Section, "Asphalts". Section 92, "Asphalts" of the Standard Specifications shall not apply.

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- 1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin;
- 2. Free from water;
- 3. Homogeneous.

General:

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation's "Certification Program for Suppliers of Asphalt". The Department maintains the program requirements, procedures, and a list of approved suppliers at <http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>.

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt and shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

Grade:

Performance graded (PG) asphalt binder shall conform to the following:

Property	AASHTO Test Method	Specification Grade		
		PG 64-10	PG 64-16	PG 70-10
Original Binder				
Flash Point, Minimum °C	T48	230	230	230
Solubility, Minimum % ^b	T44	99	99	99
Viscosity at 135 °C, Maximum, Pa's	T316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	64 1.00	64 1.00	70 1.00
RTFO Test ^e , Mass Loss, Maximum, %	T240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	64 2.20	64 2.20	70 2.20
Ductility at 25 °C Minimum, cm	T51	75	75	75
PAV ^f Aging, Temperature, °C	R28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T315	31 ^a 5000	28 ^a 5000	34 ^a 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T313	0 300 0.300	-6 300 0.300	0 300 0.300

Notes:

- a. Not used.
- b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by Department's "Certification Program for Suppliers of Asphalt".
- c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3 °C higher if it fails at the specified test temperature. G*/sin(delta) shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D2827.
- f. "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder ^a

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
Original Binder				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % ^b	T 44 ^c	98.5	98.5	98.5
Viscosity at 135°C, ^d Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery ^f , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV ^g Aging, Temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*·sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

- a. Do not modify PG Polymer Modifier using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt".
- c. The Department allows ASTM D5546 instead of AASHTO T44.
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 Kpa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- f. Test without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

Sampling:

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.

Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter;
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations;
3. Maintained in good condition.

The Contractor shall replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

Applying Asphalt:

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Section 93, "Liquid Asphalts" of the Standard Specifications.

Section 39-2.01, "Asphalts" is replaced in its entirety with the following:

Asphalt binder to be mixed with aggregate shall conform to the provisions in "Asphalts" of these Special Provisions.

The grade of asphalt binder shall be 70-10 (Desert).

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts" of the Standard Specifications and shall be Grade 64-10 unless otherwise designated by the contract item or otherwise specified in the Special Provisions.

Asphaltic emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsion" of the Standard Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer. Grade 64-10 shall be used if not otherwise specified.

Section 39-3.01B (1) shall be amended to include:

Aggregate of the 3/4 inch or 1/2 inch maximum size and aggregate for asphalt concrete base shall be separated into 3 or more sizes and each size shall be stored in separate bins. If 3 sizes are used, one bin shall contain that portion of the material which will pass the maximum size specified and be retained on a 3/8 inch sieve; one bin shall contain that portion of the material which will pass a 3/8 inch sieve and be retained on a No. 8 sieve; and one bin shall contain that portion of the material which will pass a No. 8 sieve.

Aggregate of 3/8 inch maximum size shall be separated into 2 sizes and each size shall be stored in separate bins. One bin shall contain that portion of the material which will pass the maximum size specified and be retained on a No. 8 sieve and one bin shall contain that portion of the material which will pass a No. 8 sieve.

The bin containing the fine material shall not contain more than 15 percent of material retained on the No. 8 sieve. The material in any of the other bins shall not contain more than 15 percent of material passing a No. 8 sieve. Failure to comply with this requirement shall be corrected immediately, and the material in the bins not meeting these requirements shall be re-screened or wasted.

All asphalt concrete for this project shall be supplied from one source unless approved by the Engineer. Said source shall be listed on the Contractors Source of Materials List as required in Section 6 of the Standard Specifications.

Asphaltic emulsion shall be furnished and applied as provided in Section 39-4.02.

In addition to the provisions in Section 39-5.01, "Spreading Equipment" of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor has to use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to

reproduce the cross slope designated by the Engineer, by a sensor activated by a similar ski device or as directed by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.12 inch tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting" of the Standard Specifications or elsewhere in these Special Provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

General Criteria For Profiling:

In addition to the straightedge provisions in Section 39-6.03, "Compacting" of the Standard Specifications, asphalt concrete pavement shall conform to the surface tolerances specified herein.

The uppermost layer of asphalt concrete surfacing shall be profiled in the presence of the Engineer using a California Profilograph or equivalent in conformance with California Test 526 and as specified in these Special Provisions.

The California Profilograph or equivalent will not be required for the following areas of the pavement surface but shall conform to the straightedge requirements in Section 39-6.03, "Compacting" of the Standard Specifications:

1. Pavement with a total thickness less than 0.24 foot;
2. Pavement on horizontal curves with a centerline curve radius of less than 1,000 feet and the pavement within the superelevation transition on those curves;
3. Pavement placed in a single lift when required by the Special Provisions;
4. Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-6.02, "Spreading" of the Standard Specifications;

5. Pavement for ramps and connectors with steep grades and high rates of superelevation, as determined by the Engineer;
6. Shoulders and miscellaneous areas.

The Contractor shall conform to California Test 526, except a zero (null) blanking band shall be used for determining the Profile Index. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer. Two profiles shall be obtained within each traffic lane, 3 feet from and parallel with the edges of the lane.

Pavements profiled shall conform to the following Profile Index requirements:

1. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 2,000 feet or more shall have a Profile Index of 0.16 foot or less for each 330 feet section profiled;
2. Pavement on horizontal curves having a centerline curve radius of 1,000 feet or more but less than 2,000 feet, including the pavement within the superelevation transition of these curves, shall have a Profile Index of 0.32 foot or less for each 330 feet section profile;
3. Pavement within any 330 feet section, containing high point areas with deviations in excess of 0.025 foot in a length of 25 feet or less, when tested in conformance with the requirements in California Test 526, shall be corrected by the Contractor regardless of the Profile Index.

The Contractor shall complete initial runs of the profilograph prior to opening the pavement to public traffic. If initial profiles can not be made prior to opening the pavement to public traffic, the initial runs of the profilograph shall be made the next day that traffic control is permitted for the area to be profiled.

Areas of the top surface of the uppermost layer of asphalt concrete pavement that do not meet the specified surface tolerances shall be brought within tolerance by abrasive grinding.

Abrasive grinding shall be performed to reduce individual deviations in excess of 0.025 foot, and to reduce the Profile Index of the pavement to be within the specified tolerance. Areas which have been subjected to abrasive grinding shall receive a seal coat. Deviations in excess of 0.025 foot which cannot be brought into specified tolerance by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Replacement or

overlay pavement not meeting the specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense. The Contractor shall run profilograms on the areas that have received abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

The original of the final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the County and shall be delivered to the Engineer prior to acceptance of the contract.

Payment :

Asphalt concrete will be paid for at a unit price per ton as a combined item, including mineral aggregate and asphalt binder in place on the roadbed.

Full compensation for furnishing and applying asphaltic emulsion (paint binder) shall be considered as included in the contract price paid for Asphalt Concrete.

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390130	Hot Mix Asphalt
013901	Asphalt Rubber Hot Mix

The compensation payable for asphalt binder used in hot mix asphalt and tack coat will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (I_u/I_b is greater than 1.10 or less than 0.90) which occur during performance of the work.

The quantity of asphalt binder used in tack coat will be determined by multiplying the item quantity for tack coat included in a monthly estimate by the minimum percent residue specified in Section 94, "Asphaltic Emulsions" of the Standard Specifications.

The asphaltic emulsion minimum percent residue will be based on the type of emulsion used by the Contractor.

At the Contractor's option, the Contractor may provide actual daily test results for asphalt binder residue for the tack coat used. Test results provided by the Contractor shall be from an independent testing laboratory that participates in the AASHTO Proficiency Sample Program. The Contractor shall take samples of asphaltic emulsion from the distributor truck at mid-load from a sampling tap or thief. Two separate one-half (½) gallon samples shall be taken in the presence of the Engineer. The Contractor shall provide one sample to the Contractor's independent testing laboratory within 24 hours of sampling. The second sample shall be given to the Engineer. The test results from the Contractor independent testing laboratory shall be delivered to the Engineer within 10 days from sample date.

The adjustment in compensation will be determined in conformance with the following formulae when the item of hot mix asphalt or tack coat or both are included in a monthly estimate:

A. Total monthly adjustment = AQ

B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (I_u/I_b - 1.10) I_b$$

C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (I_u/I_b - 0.90) I_b$$

D. Where:

A = Adjustment in dollars per ton of paving asphalt used to produce hot mix asphalt and asphaltic emulsion residue used as tack coat rounded to the nearest \$0.01.

I_u = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

I_b = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tons of asphalt binder that was used in producing the quantity of hot mix asphalt shown under "This Estimate" on the monthly estimate using the amount of asphalt binder determined by the Engineer plus the quantity in tons of asphalt binder that would have been used as residue in the tack coat shown under "This Estimate" on the monthly estimate.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at: http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html.

CONCRETE CURB, GUTTER, CROSS-GUTTER, SPANDREL, WHEEL STOP, SIDEWALK, DRIVEWAY, DRIVEWAY APPROACHES AND CURB RAMPS:

Concrete curb, gutter, cross-gutter, spandrel, wheel stop, sidewalks, driveway, driveway approaches and curb ramps shall be constructed in accordance with the County Road Improvement Standards And Specifications or as directed by the Engineer and in conformance with Section 51, 73 and 90 of Standard Specifications, except as herein modified: Class 2 concrete shall be used for concrete cross-gutter, spandrel and driveway, and Class 3 concrete for concrete curb, gutter, sidewalk, driveway approaches and curb ramps.

Preparation of subgrade for the concrete structures shall be done in conformance with the requirements of Section 73-1.02 of the Standard Specifications.

Excess material resulting from the excavation of the subgrade shall be disposed of as elsewhere provided in these Special Specifications. Full compensation for the removal of existing concrete structures shall be included in the contract bid prices for such items.

The Contractor is responsible for meeting requirements of all American with Disability Act (ADA).

Construction of sidewalk and curb ramps shall include, but not be limited to, the following:

- 1) Removal and disposal of existing sidewalk, curb ramps, curb, and/or curb and gutter and existing soil and aggregate as required;
- 2) Establishing grades, and assuring that all grades are met;
- 3) Performing all grading and compaction - including all required aggregate import, as directed by the Engineer and in accordance with County Standard 403;
- 4) Construction of new sidewalk, curb, and/or curb and gutter;
- 5) All scoring/grooving and required saw cutting;
- 6) Repair of existing asphalt and PCC surfacing;
- 7) Installing 1/2" wide expansion joints;
- 8) All landscaping, and related work, to return the area adjacent to the sidewalk, curb ramps, driveways, driveway approaches, curb and/or curb and gutter to its original condition and to conform the area to the new improvements;

At a minimum, the area from the BCR to ECR shall meet all required ADA standards. Therefore, to conform to existing conditions and/or to achieve the required four-foot level area (maximum of 2.0% crossfall) at the top portion of the curb ramp, it may be necessary to extend the work beyond the BCR/ECR in certain instances.

The area behind and along the sidewalk shall be filled and compacted with native or select material and graded to match and provide a smooth transition from the back of sidewalk. In those areas where the new sidewalk will be constructed at an elevation higher than the existing sidewalk adjacent to existing perimeter block walls, the Contractor shall install a 4" perforated pipe under the sidewalk as shown on the plans. This perforated pipe shall outlet into the proposed storm drainage system. The perforated plastic pipe and permeable material shall conform to Section 68-1 of the Standard Specifications. Full compensation for placing the 4" perforated pipes under the sidewalk as shown on the plans shall be included in the contract bid price paid for

Concrete Sidewalk and no additional compensation will be allowed therefor.

For Driveway Approaches per County Standard 207A, where noted in the plans shall include truncated domes at the driveway crossing. The truncated domes shall be considered incidental to the cost of the driveway and no additional compensation will be allowed therefor.

All adjustments and installation of new water meter boxes within the sidewalk shall be incidental to the construction of concrete sidewalk and no additional compensation will be allowed therefor. For the new water meter boxes, Indio Water Authority (IWA) will supply the Contractor with the box for installation over any existing box replacement as indicated on the plans.

Full compensation for the construction of driveway approaches shall include the replacing or cutting the concrete curb and gutter and wings if necessary.

The contract unit bid prices paid per linear foot for Concrete Curb, Concrete Curb And Gutter, per square foot for Concrete Cross-Gutter & Spandrel, Sidewalk and Driveways and per each for Wheel Stop, Driveway Approaches and Curb Ramp shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in the concrete structures construction within and outside of the right of way and including the grading and the removal of any obstacles within the areas of proposed driveway, curbs, sidewalks, outside the right of way, and the furnishing and placing of expansion joints.

REINFORCED CONCRETE PIPE:

Reinforced concrete pipe shall conform to the provisions to Section 65 of the Standard Specifications.

The contract unit bid price paid per linear foot for Reinforced Concrete Pipe shall include full compensation for all cutting, fitting, grouting, structure excavation and backfill and other work necessary to install the concrete pipe, the removal of bulkhead on Miles Avenue and no additional compensation will be allowed therefor.

MINOR CONCRETE (MASONRY BLOCK WALL) :

Masonry block wall shall be constructed to details as shown on the plans and shall conform to the applicable portions of Sections 51, 52, 55, 75 and 90 of the Standard Specifications and these Special Provisions.

The contract unit bid price paid per square foot for Masonry Block Wall shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure including the concrete paving (4" thick), structure excavation and backfill, furnishing and placing reinforcement and no additional compensation will be allowed therefor.

MINOR CONCRETE STRUCTURES:

Minor concrete structures shall conform to the applicable portions of Section 51, 52, 75 and 90 of the Standard Specifications.

Minor concrete structures for this project shall consist of catch basins, manholes, junction structures, transition structure and bulkhead.

Full compensation for the modification of two existing catch basin bases as directed by the Engineer shall be included in the contract unit bid price paid for Catch Basin and no additional compensation will be allowed therefor.

Concrete to be used in the construction of minor concrete structures shall be Class "2" concrete.

All exposed metal shall be galvanized in conformance with Section 75-1.05 of the Standard Specifications.

The concrete to be used in the construction of the modification of the concrete catch basin base shall be 4-sack sand slurry.

The contract unit price for each minor structure will not be adjusted if the constructed height of said minor structure, including revisions by Engineer, is within ± 0.5 foot of the vertical dimension shown on the plans.

Payment for all work involved in the construction of minor structures will be on a unit price each and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure, including the construction of gutter depression, structure excavation and backfill, furnishing and placing reinforcement, and metal frames, covers and grates and no further allowances shall be allowed.

THERMOPLASTIC PAVEMENT MARKING:

Thermoplastic pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

At the option of the Contractor, STAMARK Brand Pavement Tape, Pliant Polymer Grade, manufactured by the 3M Company; or Cata-Tile Elastoplastic Roadmarking Tile, manufactured by the Cataphote Division of the Ferro Corporation; or STAMARK Brand Pavement Tape, Bisymmetric 1.75 Grade, manufactured by the 3M Company, may be placed instead of the thermoplastic pavement markings specified herein. Pavement tape and roadmarking tile, if used, shall be installed in accordance with the manufacturer's specifications. If pavement tape or roadmarking tile is placed instead of thermoplastic pavement markings, the pavement tape or roadmarking tile will be measured and paid for as thermoplastic pavement markings.

Payment :

The contract unit bid price paid per square foot for Thermoplastic Pavement Marking shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work necessary to place the pavement markings complete in place and the removal of existing pavement markings. No additional compensation will be allowed therefor.

PAINT TRAFFIC STRIPE:

Painting traffic stripe shall conform to the provisions in Sections 84-1, "General", 84-3, "Painted Traffic Stripes and Pavement Markings" and 84-3.05, "Application" of the Standard Specifications and these Special Provisions.

Traffic striping shall be applied in two coats with airless equipment and shall be performed with a roadliner truck mounted striping machine. Where the configuration or location of a traffic stripe is such that the use of a roadliner truck mounted striping machine is unsuitable, traffic striping and glass spheres may be applied by other methods and equipment approved by the Engineer.

Newly painted traffic striping shall be protected from damage by public traffic or other causes until the paint is thoroughly dry. Any newly painted traffic striping which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted by the Contractor and any associated removals shall be performed as called for in these Special Provisions.

The contract price paid per linear foot for Paint Traffic Stripe (2 Coats) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing

all the work involved in painting traffic stripe (regardless of the number, widths, and types of individual stripes involved in each traffic stripe) including any necessary cat tracks, dribble lines any layout work, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and shall include the removal of existing painted traffic stripes.

ROADSIDE SIGN (INSTALL/RELOCATE):

Roadside signs (install/relocate) shall conform to the provisions in Section 56 of the Standard Specifications and as directed by the Engineer.

Roadside signs with steel posts shall be installed at the location shown on the construction plans or where directed by the Engineer.

Removed signs shall be delivered to the County Maintenance Yard as directed by the Engineer.

Sign furnished by the Contractor shall be of the standard size specified in the State of California Department of Transportation Sign Specification Sheets, unless otherwise indicated on the construction plans.

Sheeting shall be guaranteed against defects for a period of ten years from the date of fabrication.

The base metal shall be new aluminum, 0.08 gauge, of alloys 6061-T6 or 5052-H38 conforming to the requirements of ASTM Designation: B209.

Any reflective sheeting supplied as a part of this contract, whether as a legend or background, shall be FHWA FP-85 Type IIA or AASHTO M268 Type III.

Reflective sheeting shall be applied to the sign by a method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and aluminum backing.

The reflective material and screening inks or overlay film shall be graffiti proof. The graffiti proofing method shall be supplied by and/or approved by the sheeting manufacturer. Neither the color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover when used in a manner approved by the Transportation Department in conjunction with the sheeting manufacturer. Any signs graffitied by over the counter spray paint or marking pens, which fail to be restored, shall be replaced by the sign sheeting manufacturer.

All letters and numerals shall be in accordance with the "Standard Alphabet of Highway Signs" as used by the State of California, Department of Transportation.

All signs shall be installed using hex head bolts, washers, nuts and jam nuts in accordance with Standard Plans RS2 or as directed by the Engineer.

The contract unit prices bid per each for such items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

PAVEMENT MARKER:

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications and these Special Provisions.

Pavement markers shall be placed to the line established by the Engineer. All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

Pavement markers shall be installed where indicated on the plans in accordance with the indicated striping detail. Refer to Standard Plans A20-A through A20-D for striping and markings details.

Markers removal shall be performed by a method approved by the Engineer. Any pavement scarring resulting from the markers removal shall be repaired to the satisfaction of the Engineer.

Payment for furnishing and placing Pavement Markers will be at the unit price bid and shall include full compensation for furnishing all labor, tools, materials, equipment and no additional compensation will be allowed therefor.

DETECTOR LOOP:

Detector loops shall conform to the provisions in Section 86-5, "Detectors" of the Standard Specifications and these Special Provisions.

Loop wire shall be Type 2.

Loop detector lead-in cable shall be Type "B".

All sensor units shall have delay timers adjustable from zero to a minimum of 30 seconds and extension timers adjustable from zero to a minimum of 7 seconds.

Delay timers shall delay calls only during display of the associated red or yellow indications. If a vehicle departs the area of detection prior to expiration of the assigned delay period, the timer shall reset and no call shall be placed upon the controller. During display of the associated green indication, detectors shall operate in the present mode and calls shall not be delayed.

Detector curb terminations shall be in accordance with Standard Plans ES-5E, and shall be Type "A". Detectors shall be Type "E" unless otherwise shown on the construction plan or as directed by the Engineer. The conduit shall extend 18 inches into the paved roadway.

All loops shall be tested sequentially by three methods: by megger (measured by megaohms), by resistance (in ohms), by inductance (measured in microhenries).

Loop sealant shall be the elastomeric sealant type, unless otherwise directed by the Engineer.

Loop conductors and sealant shall be installed on the same day the loop slots are cut.

Inductive loop detectors shall be furnished and installed, in accordance with the detection specified on the plans and these Special Provisions.

The contract unit bid price paid per each for Detector Loop shall include full compensation for furnishing all labor, materials, tools, equipment and no additional compensation will be allowed therefor.

RESIDENT ENGINEERS OFFICE:

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

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

The Field Office shall be a 600 square feet (minimum) office facility with required utility hook up including electricity, potable water, 2 telephone lines, multi-line speaker phones and air conditioning. The facility will have 1 restroom and partitions creating 3 interior rooms. Contractor will pay monthly rental fees and shall obtain all rights of entry necessary.

The Contractor shall be fully responsible to provide all utility hook-ups for the Resident Engineer's Office, including electrical power, telephone, potable water and sewage disposal. The Contractor shall obtain all necessary permits and pay all fees.

The Field Office shall be provided with a facsimile machine with a separate phone line and a copying machine capable of photocopying 11"x17" size paper for the exclusive use of the Engineer and his staff for the entire duration of the project.

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

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

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

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

1. Furnish, service and maintain office.

The following office furniture, in new or near-new condition, shall be furnished, at a minimum:

- 2 each 30"x60" desks with lockable drawers;
 - 2 each task swivel chairs;
 - 1 each conference table to accommodate 8 conference chairs;
 - 8 conference chairs;
 - 1 each 60"h X 40"w X 16"d book shelf;
 - 1 each 60" X 36" drafting table and chair.
2. Supply utilities for office, including electricity, phones (2 lines), potable water, and DSL internet service or approved equal or better for the duration of the contract, including fees.
 3. Supply, service and maintain sanitary facility.
 4. Facsimile machine (separate phone line).
 5. Furnish a 20 cf. refrigerator and water dispenser/cooler.
 6. Furnish two current model personal laptops, suitable and capable for office use, internet connected utilizing DSL

- service or approved equal or better, and complete with necessary software including Microsoft Office, latest version for the duration of the contract and shall be the property of the County after completion of the project.
7. Two color laser printers, HP Color Laserjet Model 2025BN or approved alternate and two color flatbed scanner, HP Scanjet 5590 or approved alternate with all supplies and necessary maintenance for the use of the above equipments by the Engineer shall be furnished and supplied by the Contractor for the duration of the contract and shall be the property of the County after completion of the project.
 8. Copying machine (11"X17").
 9. Installation of 4 designated public parking spaces.
 10. Installation of appropriate number of designated parking spaces for the construction manager, inspectors, general Contractors, workers, material supplies, subcontractors and other support personnel.
 11. Installation of 1 large sized unit commercial trash bin with cover and regularly scheduled pick up.
 12. Field office shall have a 24"X36" sign, white color, affixed near the door. The sign text shall read "COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT" and shall have County seals affixed to it. Contractor will be supplied the seals by the County.
 13. Remove office from job site at the completion of the project.
 14. Security.
 15. If office is located on private property, all property rental costs and right of entry.

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

Payment :

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

TUBULAR HANDRAILING:

Tubular handrailing installation shall conform to the Standard Plans for Public Works Construction 606-2 and as directed by the Engineer.

The contract unit bid price paid per linear foot for Tubular Handrailing shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved and complete in place on top of the masonry retaining wall as shown on the plans and no additional compensation will be allowed therefor.

BOX TREE:

Box trees shall be 36" box trees and shall be located and planted as directed by the Engineer on the Lyndon B. Johnson school site.

Holes for plants shall be excavated to the minimum dimensions.

Backfill material for plant holes shall be a mixture of soil and other materials shown on the plant list and shall be thoroughly mixed and uniformly distributed throughout the entire depth of the plant hole without clods and lumps.

Plants adjacent to drainage ditches shall be located so that after construction of the basins, no portion of the basin walls shall be less than the minimum distance shown on the plans for each plant involved.

The Contractor shall be responsible for the irrigation system is within the area of the planting trees.

The planting trees establishment period shall be six months and the Contractor shall be responsible to replace the dead trees during the warranty period.

The contract unit bid price paid per each for Box Tree shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work required and complete in place including the furnishing and installation of the tree support poles, restore the planting areas to the original as directed by the Engineer and no additional compensation will be allowed therefor.

REMOVE AND REINSTALL STREET LIGHT:

Remove and reinstall street light construction shall conform to the provisions of Section 86-7, "Removing, Reinstalling or Salvaging Electrical Equipment" of the Standard Specifications, these Special Provisions, City of Indio Standards and as directed by the Engineer.

The Contractor shall salvage the existing street light, stockpile the light in a safe secure location to reinstallation on a new concrete footing in the same general location as the existing street light. In addition, the Contractor will need to coordinate with the City of Indio and Imperial Irrigation District staff on de-energizing the existing street lights.

The contract unit bid price paid per each for Remove And Reinstall Street Light shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including removing, salvaging the existing street light, hauling and stockpiling the light in a safe secure location, removal of the existing footing, installation of the new footing including the anchor bolts for the light base, coordination with the City of Indio and Imperial Irrigation District on de-energizing and energizing the light, and no additional compensation will be allowed therefor.

WATER MAIN AND SERVICE LATERALS:

Construction of the water main horizontal bend assembly including all necessary connections, fire hydrant relocations, all connection into existing facilities and service laterals shall conform to the latest Indio Water Authority Standard Specifications and these Special Provisions.

The Contractor will remove and replace the existing water service laterals, including removal of the existing service strap and installation of a new strap with brass plug on the existing service line, removal of meter and meter box, and installation of a 1" service lateral, meter (provided by IWA), meter box (provided by IWA) and connection to the existing private service line within the project limits. This work shall be coordinated with Indio Water Authority as well as the existing property owners to minimize disruption. The meter and meter box will be provided to the Contractor by Indio Water Authority will be picked up by the Contractor. The Contractor as required by IWA for installation of the new service meters.

At approximately Station 16+40, the Contractor shall remove and install a new backflow assembly per IWA Standard 702. The backflow assembly shall include the screen box.

In addition to the service laterals, the Contractor may need to remove and construct a horizontal bend assembly around the proposed catch basin located along the side street to Clinton Street.

The 6" water line horizontal bend assembly shall include all necessary fittings as shown on the plans and per Indio Water Authority Standards.

The contract unit bid price paid per each for Remove Water Service shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal and plugging of the existing water service lateral and no additional compensation will be allowed therefor.

The contract unit bid price paid per each for 6" DIP water Horizontal Bend Assembly shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including fitting and assemblies as identified on the plans, excavation and backfill for both the proposed water line stub construction as well as the removal of the existing line and no additional compensation will be allowed therefor.

The contract unit bid price paid per each for the 1" Water Service Lateral shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as identified on the plans, including fitting and assemblies, removal of the existing service lateral, plugging of the existing service lateral at the main line connection, placement of the new 1" service lateral, placement of the IWA provided meter and meter box and reconnection of the service lateral to the existing residential services, trench excavation, compaction and backfill, and no additional compensation will be allowed therefor.

The contract unit bid price paid per each for Backflow Assembly shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with the removal and installation of the backflow assembly per the standard plan and no additional compensation will be allowed therefor.

4" PVC PRIVATE WATER SYSTEM:

Construction of the private 4" water main line, all connections into existing facilities and service laterals shall conform to Uniform Plumbing Code Chapter 6 and these Special Provisions.

The Contractor will be responsible for removal of the existing main line and service lines up to the point of reconnection with the new main and service lines.

Prior to the connection of the proposed water line to the existing line, the Contractor will be responsible for furnishing all materials and equipment to perform all operations necessary to test, flush and disinfect all mains and appurtenances. The flushing and testing shall be in accordance with the specifications in Section 609.9 of the Uniform Plumbing Code.

The 4" water main will include all necessary fittings and appurtenances per the plans and Uniform Plumbing Code.

The contract lump sum price paid for 4" PVC Private Water System shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including excavation and backfill for both the proposed water line construction and lateral services and fire connections per the plans as well as the removal of the existing line and no additional compensation will be allowed therefor.

ADJUST MANHOLE/WATER VALVE COVER/SEWER CLEAN OUT TO GRADE:

Existing utilities cover or valves shall be adjusted to finish grade and new concrete collars poured with materials similar in quality to those in the original structure in accordance with the applicable provisions of Sections 15-2 and 71 of the Standard Specifications, the requirements of the owning utility company and these Special Provisions.

The owners of the facilities, will provide new manhole covers and frames as necessary for the project. The Contractor shall be responsible to coordinate with the owners to obtain the materials.

After the structure frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material.

Steel plates shall be used as necessary and when directed by the Engineer to prevent asphalt and debris from entering the sewer system.

After completion of the work, the structure covers, frames, grade rings and old concrete collar debris that were removed from the roadbed shall become the property of the Contractor.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety" of the Standard Specifications.

Adjustment of the gas valve can shall be incidental to the placement of the hot mix asphalt and no additional compensation will be allowed therefor.

The contract unit bid prices paid per each for such item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved and no additional compensation will be allowed therefor.

RELOCATE HYDRANT:

Relocating existing hydrant shall conform to the Standard Plans and as directed by Indio Water Authority and/or Resident Engineer.

The contract unit bid price paid per each for such item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved and no additional compensation will be allowed therefor.

RELOCATE BLOW OFF ASSEMBLY:

Relocating the existing blow off assembly shall conform to the Standard Plans and as directed by Indio Water Authority and/or Resident Engineer.

The contract unit bid price paid per each for Relocate Blow-Off Assembly shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved and no additional compensation will be allowed therefor.

PIPE SLURRY:

Pipe slurry and pipe plug shall be constructed to details as shown on the plans and shall conform to the applicable portions of Section 19 of the Standard Specifications and these Special Provisions.

Pipe Plug: At the locations where the existing 14" irrigation pipeline is in conflict with the project improvements, the Contractor shall remove and haul off the conflicting section of irrigation lateral to the nearest joint. The Contractor shall then install concrete slurry five (5) feet into the undisturbed pipe section and provide a bulkhead on the exposed pipe end. The unit price bid per each for Pipe Slurry Plug shall include this described work at each location to provide for two plugs per crossing removal. The Contractor will also coordinate this work with CVWD for inspection of the plugging activities.

Following the installation of the pipe plugs at all intersecting locations and at the end of the plug limits, the Contractor shall place a slurry cement backfill within the pipe section voids, including the full length of irrigation pipe within the project limits. The placement of the cement backfill slurry shall include location and excavation to the end point of the pipe slurry

section, placement of the end plug at the termini and placement of the slurry cement backfill.

The irrigation pipe shall be filled with 1 sack slurry meeting the requirements of the Coachella Valley Water District (CVWD). Methods and materials shall be approved by CVWD prior to installation. The Contractor shall obtain a CVWD encroachment permit, and shall arrange for a CVWD inspector to inspect all work performed on the pipeline.

The contract unit bid price paid per each for Pipe Slurry Plug shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals, and doing all work involved in the complete removal and disposal of the existing pipe, furnishing and installing bulkheads for both the inner, five feet from the exposed end, and out bulkhead, and the concrete slurry and no additional compensation will be allowed therefor.

The contract unit bid price paid per lineal foot for Slurry Backfill Concrete Irrigation Pipe (14") shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals, and doing all work involved in the location of the pipe, excavation and pipe plug for termini, compaction and backfill of the excavation, and placement of slurry cement backfill and no additional compensation will be allowed therefor.

SANITARY SEWER:

The replacement and protection of the 8" sewer main shall conform to the latest Valley Sanitary District Standard Specifications, the Standard Specifications and these Special Provisions.

The Contractor shall notify Valley Sanitary District (VSD) a minimum of 48 hours in advance of initiating work on the sewer system. In addition, VSD will inspect all sewer main, lateral and clean out construction work.

For the work on and around the sanitary sewer system, the Contractor shall prepare a spill prevention and emergency response plan and shall be prepared in accordance with the following specification.

The Contractor shall prepare a spill prevention and emergency response plan and submit for approval from both County and Valley Sanitary District (VSD). The plan shall address implementation of measures to prevent sewage spills, procedures for spill control and containment, notifications, emergency response, cleanup spill and damage reporting.

The plan shall account for all storm drain systems and water courses within the vicinity of the work which could be affected by a sewage spill. Catch basins that could receive spilled sewage shall be identified. Unless otherwise specified in these Special

Provisions, these catch basins shall be sealed prior to operating the bypass and pumping system. The Contractor shall remove all material used to seal the catch basin when the bypass and pumping system operations are complete.

The Contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any fines or penalties associated with the sewage spill imposed by the Agency and/or the Contractor by jurisdictional regulatory agencies, and any other expenses or liabilities related to the sewage spill.

Part of the plan shall include a bypass pumping operation on site during all underground excavation construction activities. The spill prevention and emergency response plan will be submitted to the County and Valley Sanitary District for review and approval prior to initiating any work around the existing sanitary sewer mains. The Contractor is hereby notified that fines associated with spills or breaks caused during the construction of project will be the responsibility of the Contractor.

On the locations indicated in the plans where the Contractor is to protect the existing sewer mains in place during storm drain construction operations, the Contractor shall provide a shop drawing on the protection detail. The existing sewer lateral west of the mainline entering the Los Colinas residential development is a PVC line, with a half concrete encasement. The sewer mains located within the intersection of Fred Waring and Clinton Street are PVC pipelines.

The existing sewer main located within Clinton Street south of Fred Waring Drive and within the side streets to the west of Clinton Street are 2 to 3 feet segments of vitrified clay pipe, with mortared joints. Where noted on the plans, the Contractor shall replace segments of the existing sanitary sewer line with SDR 35 PVC pipe. These replacement pipe lengths shall be laid back at a uniform grade from the upstream to the downstream points of connections.

The replacement of the sewer lines shall conform to the requirements and specifications of Valley Sanitary District. For the replacement of the sewer lines, the Contractor will be required to provide equipment for sewage bypass and pumping. The low flow hours according to Valley Sanitary District staff are typically between 1:00 A.M. and 6:00 A.M. daily.

As part of the bypass and pumping plan, the Contractor will need to confirm the location of the new available upstream manhole to confirm accessibility and make arrangements with the property owner in each case to make the appropriate arrangements for the proposed bypass pumping operation activities. The majority of the sewer mains along Clinton Street run along the back property line of homes and not in the public street.

Bedding for the sewer main and laterals shall be in accordance with Valley Sanitary District Standard Specifications for construction of sanitary sewers. Bedding shall be at a minimum of 90% relative compaction. Bedding material should be composed of sand, gravel or crushed aggregate less than one inch in diameter and having a sand equivalent of not less than 30. The Contractor shall repair the trench per the City of Indio Standard 172A and County of Riverside Transportation Department Standard 818. The use of native material for the bedding will be acceptable if it meets the above mentioned specification.

At Station 26+72 as indicated on the plans, the Contractor shall plug and abandon the existing sewer later from the manhole. This work will be considered incidental to the sewer main installation and no additional compensation will be allowed therefor.

At 44800 and 44900 Clinton Street, the Contractor shall locate and permanently cap the existing sewer lateral and clean out servicing these parcels. The Contractor shall also install two new 4" SDR 35 PVC sewer clean outs to the existing sewer lateral. These sewer clean outs shall be installed 1 foot behind the sidewalk and shall have a traffic rated frame and cover. The sewer clean out shall be measured and paid for at the contract unit price paid per each for 4" Sewer Cleanout and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in excavating, proper bedding, compaction, placement of the sewer clean out, backfill, fittings, proper disposal of the old materials, raise to finish grade, and traffic rated frame and cover box, and no additional compensation will be allowed therefor.

At 44860 Clinton Street, the Contractor shall install a new 4" Schedule 40 PVC sewer lateral from the existing 8" VCP sewer main. This sewer lateral will be installed from the main line to 4 feet east of the right of way line for a future connection. The installation will not include a clean out, however the Contractor shall plug the lateral end, and mark the location with a section of 3/4" PVC pipe from the end of the lateral to the final surface. The lateral will need to be encased with 6" of concrete (Class 3 Concrete) and #4 rebar over the top of the Schedule 40 PVC lateral pipe. The lateral shall be installed approximately 30' south of the northern property line. The sewer lateral shall be measured and paid for at the contract unit price per lineal foot for 4" Sewer Lateral W/Concrete Encasement and shall include full compensation for all labor, materials, tools and equipment and for doing all work involved in excavating, proper pipe bedding, compaction, placement of the sewer lateral, backfill, fittings and adaptors, concrete encasement including rebar, removal of irrigation lateral, irrigation lateral plugs, PVC pipe for end location, and sewer lateral plug and no additional compensation will be allowed therefor.

The 8" sewer main pipe shall be measured and paid for at the contract unit price per lineal foot for 8" SDR 35 PVC Sewer Pipe and shall include full compensation for all labor, materials,

tools, equipment and for doing all work involved in excavating, providing proper bedding, placing, compaction and backfilling the pipe per the plans, transition fittings between the plastic and VCP, concrete encasement, bypass pumping, and preparation of protection details, containment and emergency response plan and no additional compensation will be allowed therefor. The pipe plug and connection into the existing sewer manhole will be considered incidental to the construction of the sewer main line and no additional compensation will be allowed therefor. The removal, haul and proper disposal of the VCP pipe will be considered incidental to the placement of the new PVC sewer main pipe and no additional compensation will be allowed therefor.

MISCELLANEOUS PRIVATE UTILITY WORK:

In the event the Contractor encounters unknown private utility connections to private parcels, this bid item may be used at the discretion of the Engineer to provide resolution to the conflict. Prior to initiating any work associated with private utilities, the Contractor shall provide to the Engineer a break down of the labor, materials and equipment necessary to accomplish the relocation work. Following authorization by the Engineer, the Contractor may begin the additional construction work. This work will be completed under a force account basis and shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work involved in with relocation of private utility lines in conflict with the proposed construction and no additional compensation will be allowed therefor.

IID CONDUIT SYSTEM:

The IID Conduit System shall conform to the provisions in Section 209 of the Standard Specifications for Public Works Construction, Section 86 of the Standard Specifications, the IID plans and details, and the following provisions.

The Contractor shall be responsible to establish the depth and location of all existing power system facilities and other substructures within the work area prior to initiating work on the conduit system.

Trench safety and shoring of excavations shall comply with the requirements of the General Specifications. The Contractor shall be required to supply a copy of any permit required by the Division of Industrial Safety at the time of the pre-construction meeting.

The cost of furnishing and installing bracing or other provisions required for worker protection, for the protection of any items shown on the plans to be protected in place, or for the protection of any new or existing improvements, shall be included in the contract price for the various conduit prices bid, and no additional compensation is allowed therefor.

The Contractor shall provide and maintain at all times during construction amply means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against walls for a period of twenty (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act-1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Following the trench excavation operations, the Contractor will need to return the excavation area to as nearly as possible to the former condition prior to excavations. All excavated areas shall be compacted to not less than 90%. Backfills as street crossings above concrete encasements shall not be less than a 2 sack sand slurry from top of the concrete encasement to the street sub-grade. Concrete encasement of conduits at street crossings shall be 3,000 psi strength. Concrete for encasement of power ducts for all other locations shall not be less than 3 sack, 3/8" aggregate (Pea Gravel) mix.

The term encasement as used herein, shall mean a 3" envelope around all side of one or more conduit ducts. Duct spacers shall be required between conduits at not more than 6' intervals. All encasement of power ducts will require an on-site IID inspector at the time of encasement. A copy of the concrete trip ticket will need to be provided for both the Engineer and IID inspector. The Contractor shall mandrel all conduit runs to and including service ducts. IID will provide the mandrel and inspector. Please note, IID inspections schedules are subject to a minimum 48 hours advance notice and are by appointment only at 398-5854.

All IID power and/or communications system installations including but not limited to conduits, vaults, pull boxes, transformers pads, service boxes and meter pedestals will require installation inspections by IID. The Contractor will be responsible for all coordination with IID in requesting inspection services.

Conduit sweeps in duct runs shall not have less than a 12' 6" horizontal radius unless otherwise noted on the plans. All 2" and 3" service and/or secondary conduit risers which enter buildings, service panels, secondary boxes, transformer pads and meter pedestals shall have a 2' minimum radius. All 3" and 4" primary conduit risers which enter transformer pads, primary metering

panels, underground switch gear panels and pole risers, shall have a minimum 3' radius for 3" duct and 4' for 4" duct conduits. All 5" and 6" primary conduit risers which enter transformer pads, primary metering panels, underground switch gear panels and pole risers, shall have a minimum 5' radius for both 5" and 6" duct conduit.

All conduit entering transformers pads shall be cut off a maximum of 1" above the top of the concrete pad. All conduit entering secondary pull boxes or splice boxes shall be cut off 7" to 9" above the pea gravel.

The Contractor shall provide and install a minimum of two (2) copperweld ground rods, 5/8" by eight feet in length, at each primary pull box, manhole, vault and riser pole. A minimum of two (2) ground rods, 5/8" by 10' in length, will be required and installed by the Contractor at each transformer pad to comply with General Order 21.2.A.

The Contractor is responsible for permanent and waterproof markings on all interior vault knockouts, any and all conduits, conduit runs and stub-outs, with the conduit number corresponding to the number shown on the plans.

Single phase transformer pads installed adjacent to the roads shall have the primary conduit installed toward the road and secondary conduits install away from the road.

The Contractor shall seal or grout around all seams, lid sections, and duct entering vaults and pullboxes to prevent soil and water from entering at the joints or openings.

In the case where the internal diameter of the conduit is smaller than the diameter of the opening in the vault wall, the Contractor shall provide the reduction in conduit diameter a minimum of two feet from the external wall of the vault.

The Contractor will be responsible for keeping all debris away from IID's transformer pads, primary vaults, primary pull boxes and secondary pull boxes in order to give IID personnel access during the duration of the project.

Transformer pads, pull boxes, manholes, vaults and switch pad installation shall be installed 3" above final grade, where they are not installed in sidewalk areas and flush with the final sidewalk for those installations with in the proposed sidewalk area. In areas with sloping contours greater than 1/4" in one foot, the top edge shall be set as shown on the detail in the plans, above the highest point of the slope. In no case shall there be more than 6" of slope in 6 feet horizontal.

IID will provide an underground power inspector during the actual installation of the conduit and vault systems. Any request for inspections on the project must be scheduled with IID 48 hours prior to actual need. Failure on the part of Contractor to

schedule and/or obtain an inspection and approval for any portion of the underground power system may result in the total rejection of the newly installed systems.

Concrete encasement of the IID conduits will be in accordance with the details as shown on the plans. Concrete encasement shall be made with 3/8" pea gravel and form a minimum 3" envelope around all conduits. The strength of the concrete will be 3,000 psi for all locations that will bear vehicle traffic, and a 3 sack mix for all other locations.

No adjustment in compensation will be allowed for changes in the total quantity of conduit. If the total quantity exceed 125% of the quantity or are less than 75% of the quantity indicated in the Proposal Bid Schedule for both the 4" and 5" conduit, the respective unit prices will not be adjusted pursuant to Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specifications.

The contract unit price paid per lineal foot for IID Conduit System (4" & 5" Schedule 40 PVC) shall include full compensation to install the IID conduit system as indicated on the plans including but not limited to the placement of the conduit, concrete structures, pull boxes, concrete encasement, trench excavations, sawcutting and pavement removals. Full compensation for furnishing all labor, materials, equipment, and doing all work involved in placing the IID conduit system as detailed on the plans. Any excavation, concrete encasement and any sand bedding or layers are incidental to the construction of the conduit system. All other facilities and/or structures shall be paid for on an individual basis.

The contract unit price paid per each for Single Phase Transformer Pad and Medium Handhole Enclosure per IID Standard Plans and Specifications, shall include full compensation for furnishing and installation of the pad and enclosure as indicated on the IID plans including but not limited to excavation for the structure, placement of the pad and enclosure, backfill, compaction, placement of the conduit as specified on the plans and shall include full compensation for furnishing all labor, materials, equipment, and doing all work involved in the placement of the transformer pad and handhole enclosure and no additional compensation will be allowed therefor.

SPECIAL SIGN (GAS STATION SIGN):

Following receipt of the design plans, the Engineer will provide the Contractor with a set of plans for the furnishing and installation of a business sign for the gas station at the corner of Miles Avenue and Clinton Street. The Contractor will be required to construct the sign in accordance with the drawing and specifications provided by the Engineer. Prior to initiating any work associated with sign construction, the Contractor shall provide to the Engineer a break down of the labor, materials and

equipment necessary to accomplish the relocation work per the provided plans. Following authorization by the Engineer, the Contractor may begin the business sign construction work. This work will be completed under a force account basis with a maximum of 15% mark up to the total estimate including materials, labor, and equipment and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in placement of the new **ARCO** gas station sign and no additional compensation will be allowed therefor.

INSURANCE:

In addition to the requirements of Section 18, "Insurance - Hold Harmless" of these contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. "The City of Indio, its officers, directors, agents and employees".
2. "Indio Water Authority, its officers, directors, agents and employees".
3. "Imperial Irrigation District, its officers, directors, agents and employees".
4. "Coachella Valley Water District, its officers, directors, agents and employees".

Each of the above listed entities shall also be held harmless, in accordance with the requirements of Section 18, "Insurance - Hold Harmless" of these contract documents.

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.

SIGNAL AND LIGHTING:

Furnishing and installing traffic signal and highway lighting systems and payment shall conform to the provisions in Section 86, "Signals and Lighting" of the Standard Specifications and these Special Provisions.

COUNTY FURNISHED EQUIPMENT

County furnished equipment shall conform to the provisions in Section 6-1.02, "State Furnished Materials" of the Standard Specifications and these Special Provisions.

The County of Riverside will furnish the following equipment and materials to the Contractor for installation:

1. Standards, Steel Pedestals, Posts and Anchor Bolts.
2. 10' Galvanized Steel IISNS Mast Arms.

The Contractor shall pick up County furnished equipment and materials from the following location, or as directed by the Engineer, and transport them to the project site: 86-199 Airport Boulevard, Thermal CA, 92274.

Traffic Signal Shop
Riverside County Transportation Department
McKenzie Highway Operations Center
2950 Washington Street
Riverside, California 92504
Telephone (951) 955-6899

EQUIPMENT ORDERS

The Contractor shall furnish all equipment and materials specified in plans and these Special Provisions that are not furnished by the County. All equipment shall be new and purchased by the Contractor for this project only.

The Contractor shall furnish the Engineer with a written statement from vendors stating that they have accepted the order for the said equipment within twenty-one (21) calendar days of the date that the County of Riverside Board of Supervisors awarded this contract. Delay in equipment delivering shall not be considered as justification for the suspension of the construction contract.

START OF WORK

Location where signalization and highway lighting work is to be performed:

<u>LOCATION</u>	<u>AREA</u>
Clinton Street and Miles Avenue	Indio
Palmyra Avenue and Clinton Street	Indio

EQUIPMENT LIST AND DRAWINGS

Equipment list and drawings shall conform to the provisions in Section 86-1.04, "Equipment List and Drawings" of the Standard Specifications and these Special Provisions.

The Contractor shall furnish four complete cabinet wiring diagrams for each furnished controller assembly, battery backup system, video detection system, and emergency vehicle pre-emption system. The cabinet wiring diagram shall include an approximately 6" x 8"

or larger schematic drawing of the project intersection, which shall include the following information, at a minimum:

1. North arrow.
2. Street names.
3. Pavement delineation and markings.
4. Signal poles.
5. Traffic signal heads with phase designations.
6. Pedestrian signal heads with phase designations.
7. Loop detectors with input file designations.

WARRANTIES, GUARANTIES, INSTRUCTION SHEETS, AND MANUALS

Warranties, guaranties and instruction sheets shall conform to the provisions in Section 86-1.05, "Warranties, Guaranties and Instruction Sheets" of the Standard Specifications and these Special Provisions.

The LED modules supplied shall have five (5) years of manufacturer warranty.

The Battery Backup System (BBS) shall have two (2) years of manufacturer warranty for parts and labor on the BBS from date of acceptance by the County. BBS batteries shall be warranted for full replacement for two (2) years from date of purchase. BBS battery data sheet(s) shall be provided to the Engineer.

The Video Detection System shall have three (3) years of manufacturer warranty. During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

The Contractor shall furnish the Engineer with the manufacturer's standard written warranty pertaining to defects in materials and workmanship for all equipment furnished by the Contractor.

The Contractor shall furnish two sets of user, operation, and maintenance manuals written in English on all equipments and components furnished for the signal and lighting systems.

MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS:

Maintaining existing and temporary electrical systems shall conform to the provisions in Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems" and these Special Provisions.

The Contractor shall request prior authorization for each traffic signal system shutdown from the Engineer and coordinated traffic signal system shutdown through the Engineer. Traffic signal system

shutdowns shall be limited to periods between the hours of 9:00 A.M. and 3:00 P.M.

The Contractor may request authorization from the Engineer to use temporary overhead conducts for temporary traffic signal operation.

Temporary "Stop" signs furnished and installed shall be 48 inches in size.

Temporary "Stop Ahead" signs furnished and installed shall be equipped with portable flashing beacons as directed by the Engineer.

During beacon shutdowns, existing flashing beacons shall be equipped with portable flashing beacons. Portable flashing beacons shall conform to the provisions in Section 12-3.05, "Portable Flashing Beacons".

If directed by the Engineer, the Contractor shall furnish, connect and maintain a generator to keep traffic signal or flashing beacon system running in normal operation. The Contractor shall coordinate and cooperate with the County's traffic signal operation division in all matters pertaining to the operation of existing traffic signal equipment.

Removing, reinstalling or salvaging shall conform to the provisions in Section 86-7, "Removing, Reinstalling or Salvaging Electric Equipment" of the Standard Specifications and these Special Provisions.

FOUNDATIONS

Foundations shall conform to the provisions in Section 51, "Concrete Structures" and Section 86-2.03, "Foundations" of the Standard Specifications and these Special Provisions.

Portland cement concrete shall conform to Section 90-10, "Minor Concrete" of the Standard Specifications and shall be Class 3, except concrete for pole foundations which shall be Class 2.

The Contractor shall construct the controller cabinet foundation per Standard Plans.

All foundation concrete shall be vibrated to eliminate air pockets.

STANDARDS, STEEL PEDESTALS AND POSTS

Standards, steel pedestals, and posts shall conform to the provisions in Section 86-2.04, "Standards, Steel Pedestals, and Posts" of the Standard Specifications and these Special Provisions.

Signal mast arms shall be installed in accordance with the "Signal Arm Connection Details" of the Standard Plans, unless specified otherwise on the plans.

If required by the serving electric utility, and confirmed by the Engineer, State Certified Electric Workers shall be utilized for the installation of standards, steel pedestals and posts in accordance with State of California High Voltage Safety Orders.

CONDUITS

Conduit shall conform to the provisions in Section 86-2.05, "Conduit" of the Standard Specifications and these Special Provisions.

Conduits shall be Type 3, Schedule 80 Polyvinyl Chloride (PVC) conforming to requirements in UL Publication 651 for Rigid Non-Metallic Conduit, for underground installation only.

Conduit depth shall not exceed 60 inches below finish grade.

Conduit size shall be 2" minimum unless otherwise specified on the plans or in these Special Provisions. New conduit shall not pass through foundations or standards.

All conduit bends shall be factory bends. Conduit bend radius for signal inter-connect conduits shall be 3 feet minimum.

A pull rope and a bare #12 AWG wire shall be installed in conduits intended for future use.

Bell bushing is required for all conduit ends. After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with sealing compound approved by the Engineer.

Trenching Installation

The Contractor may request permission, on a case by case basis, to install conduit by trenching where conduit can not be installed by jacking or drilling as provided in Section 86-2.05C, "Installation" of the Standard Specifications. Jacking/Drilling shall be attempted a minimum of three times prior to requesting trenching installation.

If ordered by the Engineer, all pavements shall be cut to a depth of 3" with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter outside the removal area.

Trench shall be 2" wider than the outside diameter of the conduit being installed but not exceeding 6" in total width. Conduit depth shall be at a minimum of 30" below finished grade, with a minimum of 26" cover over the conduit.