

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



FROM: TLMA - Transportation Department

May 6, 2010

SUBJECT: Construction of Traffic Signal and Lighting, Signing and Striping at the intersection

of Washington Street and 41st Avenue, City of Palm Desert/Bermuda Dunes area.

**RECOMMENDED MOTION:** That the Board of Supervisors approve the plans and specifications for the construction of traffic signal, signing and striping at the intersection of Washington Street and 41st Avenue, City of Palm Desert/Bermuda Dunes 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, June 9, 2010, at which time bids will be opened.

**BACKGROUND:** The Transportation Improvement Program provides for the construction of the subject improvements including construction of curb ramps at the intersection, signing and striping, thermoplastic pavement marking and installation of reflective pavement markers. The

> Juan C. Perez Director of Transportation

JCP:jrj:sb

DATA

(Continued On Attached Page)

**Current F.Y. Total Cost: FINANCIAL** 

**Current F.Y. Net County Cost:** 

**Annual Net County Cost:** 

\$ 268,860 \$0 \$0 In Current Year Budget: **Budget Adjustment:** 

For Fiscal Year:

2009/2010

**SOURCE OF FUNDS:** Signal Supervisor District 4 (100%)

**Positions To Be Deleted Per A-30** 

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

**APPROVE** 

**County Executive Office Signature** 

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Kecia Harper-Ihem.

Absent:

None

Clerk of the Board

Date:

May 18, 2010

XC:

Transp., COB

Prev. Agn. Ref.

District: 4

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Policy

 $\boxtimes$ 

Consent

Jep't Recomm.:

Policy

X

Consent

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The Honorable Board of Supervisors

RE: Construction of Traffic Signal and Lighting, Signing and Striping at the intersection of Washington Street and 41st Avenue, City of Palm Desert/Bermuda Dunes area.

May 6, 2010 Page 2 of 2

proposed traffic signal meets traffic signal warrants and it will improve safety by providing protected traffic movements and pedestrian crossing.

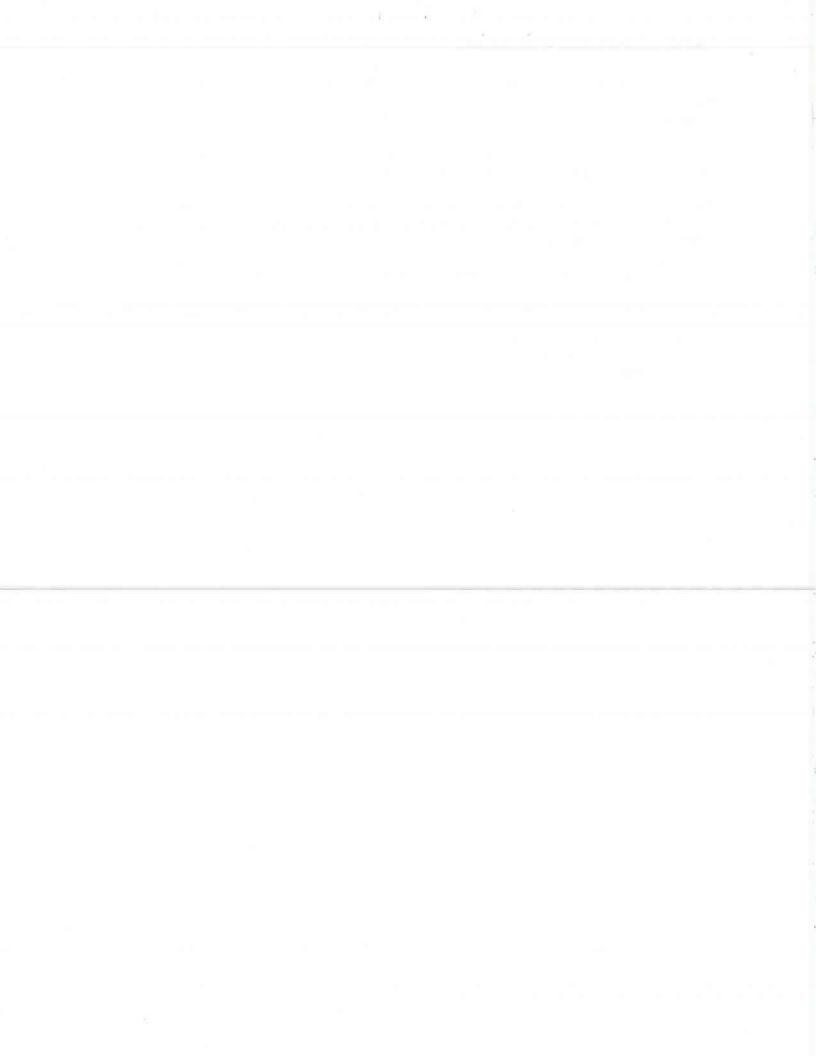
The City of Palm Desert will share in the annual traffic signal operation and maintenance responsibilities with the County. A cooperative agreement between the City and County has already been established.

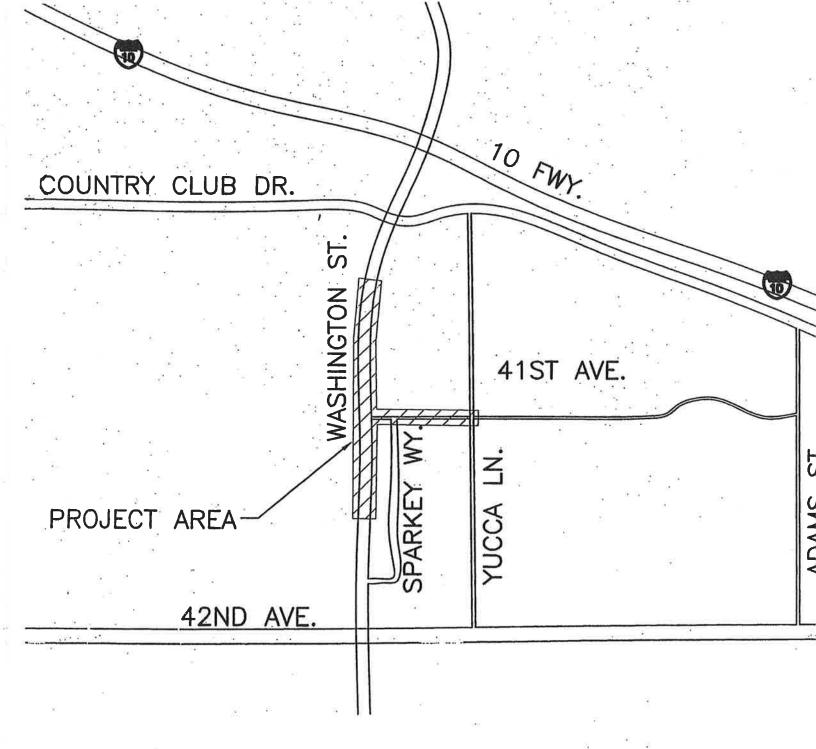
The proposed improvements are funded by Signal Supervisor District 4.

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

Environmental clearance is complete.

Project Number: CO-0538







TOWNSHIP: T5S

FANGE: R6E & R7E

SECTION: 13

2006 THOMAS BROS. MAP PAGE: 819

# LOCATION MAP

for the

CONSTRUCTION

of

TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41<sup>ST</sup> AVENUE

PROJECT NO CO-0538

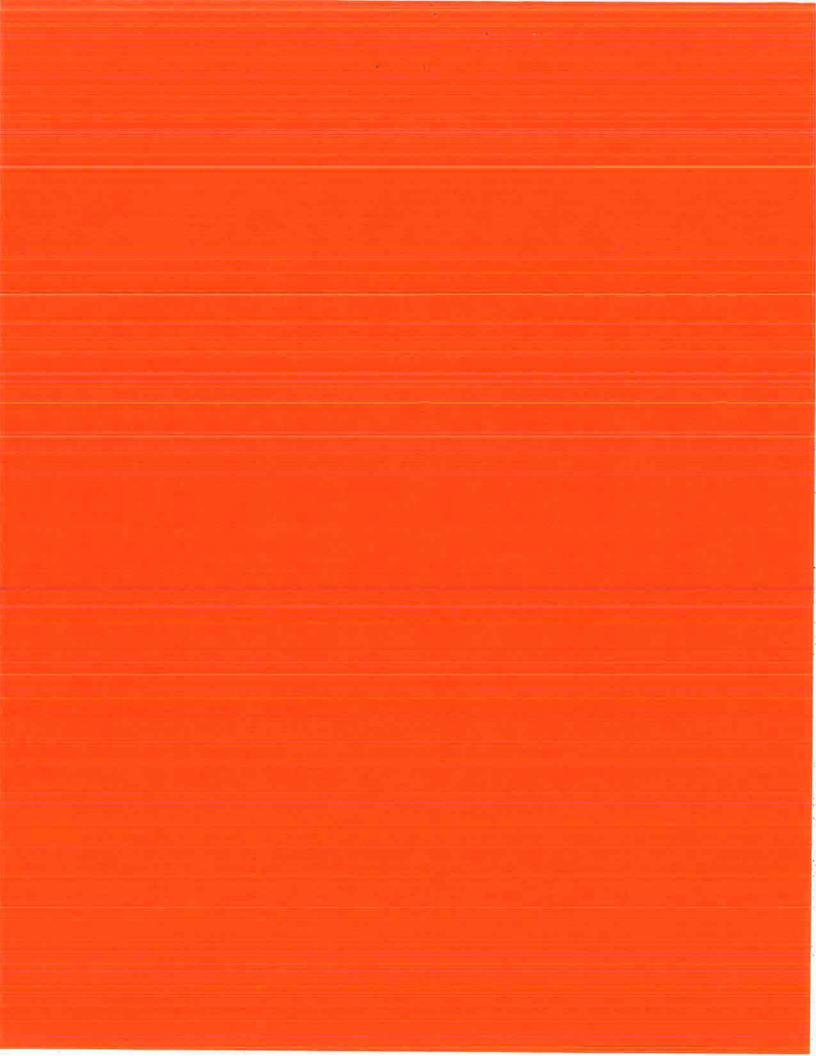


TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL

BY HARSHAL VICTOR DATE

MAY 18 2010 3.08 PSS



#### COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

# **Engineer's Estimate**WASHINGTON STREET & 41ST AVENUE

EM O.	ITEM CODE	JTEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00
2	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00
3	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	2,500.00	2,500.00
4	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1	1,500.00	1,500.00
5	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
6	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
7	220101	FINISHING ROADWAY	LS	1	1,000.00	1,000.00
8	566011	ROADSIDE SIGN - ONE POST	EA	12	250.00	3,000.00
9	151281	SALVAGE ROADSIDE SIGN	EA	2	100,00	200.00
10	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	750	5.00	3,750.00
11	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,800	0.75	4,350.00
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	320	5.00	1,600.00
13	850102	PAVEMENT MARKER (REFLECTIVE)	EA	160	6.00	960.00
14	860201	SIGNAL AND LIGHTING	LS	1	240,000,00	240,000.00
	OTAL Items - 14	"Words"				268,860.00
NTIN	IGENCY			·		
	999994	CONTINGENCY [ @ 10% ]	LS	1.00	26,886.00	26,886.00
SRAN	ID TOTAL	"Words"				295,746.00
		Mike Krantz				
epare	ed by:					
		Tom Kan				

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## TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41<sup>ST</sup> AVENUE

**PROJECT NO CO-0538** 

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#### SPECIFICATIONS AND CONTRACT DOCUMENTS

for

# TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41<sup>ST</sup> AVENUE

Project Nos. CO-0538

	Contract	Approval	s:
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Approved by:

Khalid Nasim,

**Engineering Division Manager** 

+ |8 | 10 Date

### **Engineering Certification:**

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

DOWLING TSAI

No. 52870

EXP. 12/31/10

CIVIL

OF CALIFORNIA

Dowling Tsai,

County Project Manager

R.C.E. C52870

7/10 Date

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NOTICE INVITING BIDS

County of Riverside, herein called Owner, invites sealed proposals

for:

TRAFFIC SIGNAL AND LIGHTING PROJECT

AT THE INTERSECTION OF

WASHINGTON STREET AND 41<sup>ST</sup> AVENUE

PROJECT NO. CO-0538

Proposal shall be delivered to the Riverside County Transportation

Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California

92501, telephone (951) 955-6780 not later than 2:00 p.m., on

Wednesday, June 9, 2010, to be promptly opened in public at said

address. Each proposal shall be in accordance with plans,

specifications, and other contract documents, dated December, 2009,

and prepared by County of Riverside, whose address is same as the

above, from whom they may be obtained upon deposit of \$30.00 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 or "C-10"

license at the time of bid submission.

Dated: May 18, 2010

Kecia Harper-Ihem, Clerk of the Board

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#### 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. <u>Bid Bond</u>.

  The proposal must be accompanied by a 10% Bid Bond, <u>using the form provided in the Contract Documents</u>, 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. <u>License</u>.

  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, attention Director of Transportation. When appropriate, Addenda will be issued by County. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

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 The County of Riverside will not respond to electronic mail. 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 their 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. <u>Inspection of Site</u>.

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.
- 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 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.
- Subletting and Subcontracting. 14. Bidders are required pursuant to the Subletting 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 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 drawings contained in the Plans detailed 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 their own ability to carry out the contract, both from their standing and by financial reason of their previous experience as a Contractor on work of the contemplated in the contract. The bidder may be required to submit their 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 contracting activities. and procurement The 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 of Industrial Relations, State California, 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. <u>Dust Abatement.</u>
  Attention is directed to Section 23, "Dust Abatement" with regard to the dust abatement provisions of the contract.
- Submission of Insurance Certificate. 21. 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 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	DATI	I:
	hereafter	called "County":		
BIDD:	ER:			
		(hereafter calle	d "Contractor")	

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41<sup>ST</sup> AVENUE, PROJECT NO. CO-0538 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.

#### TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41ST AVENUE

#### PROJECT NO. CO-0538

#### **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
					N	
1	120100	TRAFFIC CONTROL SYSTEM	LS	1		
2	170101	DEVELOP WATER SUPPLY	LS	1		
3	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	¥	
4	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1		
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6	074020	WATER POLLUTION CONTROL	LS	1		
7	220101	FINISHING ROADWAY	LS	1		
8	566011	ROADSIDE SIGN - ONE POST	EA	12		
9	151281	SALVAGE ROADSIDE SIGN	EA	2		
10	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	750		
11	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,800		
12	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	320		
13	850102	PAVEMENT MARKER (REFLECTIVE)	EA	160		
14	860201	SIGNAL AND LIGHTING	LS	1		

PROJECT TOTAL:		\$
ITEMS 1-14	"WORDS"	

BIDDER DATA:			
Name of Bidder	-		
Type of Organization			-

Name of E	Bidder		
Type of O	rganization		
Person(s)	Authorized to Sign for Bidder		
Address _			
		Phone	
Contracto Type & No	r's Licenseumber		
Expiration	Date		
cor	SIGNATION OF SUBCONTRA nplete list of each subcontractor or or about the construction in an ar	who will perform work or la	abor or render service
<u>ITEM</u>	SUBCONTRACTOR	<u>ADDRESS</u>	LICENSE NO.
	93		
Percent of (Note: 50	of work to be performed by sub % of the work required to be p	o-contractors:% erformed by general co	ontractor)
IN WITNE Page 1 of	ESS WHEREOF Contractor exect f this proposal.	cuted this Proposal as of	f the date set forth on
		s	
		TITLE	
			ntractor"

#### 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				
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(year) at, California				
Signature of affiant:  Note: Notarization of signature required				
MOCC. MOCALIZACION OF BISHACATO TOGATION				

#### 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				
2acorporation, hereafter called "Surety", is the surety of this Bond.				
<b>Agreement:</b> 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 By Title: Attorney in Fact Title: "Contractor"				
STATE OF CALIFORNIA SS. SURETY'S ACKNOWLEDGEMENT STATE OF CALIFORNIA				
Onbefore me,personally appeared,, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.				
WITNESS my hand and official seal.				
Signature of Notary Public  Notary Public (Seal)  Note: This Bond must be executed by both parties with corporate seal affixed. All signatures must				

В8

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".		

#### WITNESSETH

#### 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.

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. <u>The Work</u>. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. <u>Liquidated Damages and Time of Completion</u>. 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. <u>Compensation</u>. 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**

Recit	als:		
1.	COUNTY OF RIVERSIDE (Cou		iter into an Agreement with of public work known as
2,	(Surety), is the Surety under this Be	, a ond.	corporation
Agree	ement:		
	Contractor, as Principal, and Surety, I unto County, as obligee, as follows		everally agree, state, and are
1.	The amount of the obligation of this Project of \$ and i	s Bond is 100% of the es nures to the benefit of C	timated contract price for the ounty.
2.	This Bond is exonerated by Contractive strict conformance with the Contraction force and effect for the recovery of failure of Contractor to so act. All of	t Documents for the Proje Tloss, damage and expe	ect, otherwise it remains in full ense of County resulting from
3.	This obligation is binding on our su	ccessors and assigns.	
4.	For value received, Surety stipul prepayment to Contractor, alteration Contract Documents or the work to hereunder and waives notice as to increased by more than 10% without the contract of	on or addition to the ter to be performed thereund such matters, <u>except</u> the	ms and requirements of the der shall affect its obligations
THIS	BOND is executed as of		·
Ву		Ву	
Ву		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. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).

### PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are	, as Principal
with that certain public works contract t RIVERSIDE a public entity, as Owner, for	, a corporation, prnia, as Surety, and this Bond is issued in conjunction to be executed between Principal and COUNTY OF \$, the total amount payable. THE DRED PERCENT OF SAID SUM. Said contract is for
conditions of this Bond are as is set forth	tated in 3248 of the Civil Code and requirements and in 3248, 3249, 3250 and 3252 of said code. Without the for performance, change in requirements, amount of 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
basis of satisfactory evidence, to be the pe and acknowledged to me that he/she exec	personally, known to me, or proved to me on the erson whose name is subscribed to the within instrument outed the same in his/her authorized capacities, and that experson, or the entity upon behalf of which the person
WITNESS my hand and official seal.	
Signature of Notary Public  Note: This Bond must be executed signatures must be notarized	Notary Public (Seal) by both parties with corporate seal affixed. All

### GENERAL CONDITIONS

### SS <u>1. DEFINITIONS:</u>

- 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 The Director of Transportation may then peril. 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 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 <u>4. SITE INSPECTION - EFFECT OF OTHER IMPROVEMENTS SHOWN AND CONTRACTOR PROCEDURE:</u>

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:

- 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 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 instructions of Director of Transportation, 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, 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 it's 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 such work and will submit such estimate to value of Within thirty (30) days thereafter Contractor Contractor. submit to Director of Transportation his shall of said proposed final estimate or a written approval all claims which he has for additional of 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 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 <u>18. INSURANCE - HOLD HARMLESS:</u>

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 Directors' 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.

each οf its further require shall Contractor procure Worker's Compensation to subcontractors Insurance as required by the State while working on the require Contractor shall the and endorse the policy to provide subcontractors to Endorsement, Alternate Employer Servant Endorsement, or Additional Insured Endorsement naming County of Riverside, its Directors' Officers. Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insureds. Policy shall contain a Wavier 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 and property damage insurance and blanket injury 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 occurance. 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 the County of Riverside Risk Management. 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 explosion, blasting, of arising out damage 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 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 Directors' 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 Directors' 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 subcontracts for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

### 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 provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
  - Claims Under or equal to \$50,000. The Owner shall (a) respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses of claims the Owner may information is needed have. Ιf additional it shall be provided upon thereafter, agreement of the Owner and the claimant. 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.
  - Claims over \$50,000 but less than or equal (b) The Owner shall respond in writing \$375,000. within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any the claim documents supporting additional relating to defenses of claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to agreement between the Owner mutual The Owner's response shall be submitted claimant. 30 days after receipt of the further within documents, or within the same period of time taken the claimant to produce the 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 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 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 <a href="mailto:dustcontrol@aqmd.gov">dustcontrol@aqmd.gov</a>. Current AOMD 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 Available Measures" "Reasonably and 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:
    - 3/4 " A/C laminated plywood board 1.
    - Two 4" x 4" posts 11.
    - The posts should be attached to the edges of the plywood board with at least 2 Ш. carriage bolts on each post.
    - The front surface of the sign board should be painted in the contrasting color of a IV. white background with black lettering.
  - (b) For 4' x 8' signs, the District recommends the following:
    - 1" A/C laminated plywood board 1.
    - Two 5" x 6" posts П.
    - The posts should be attached to the 4' edges of the plywood board with at least 2 111. carriage bolts on each post.
    - The front surface of the sign board should be painted in the contrasting color of a IV. 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:

 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.

On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.

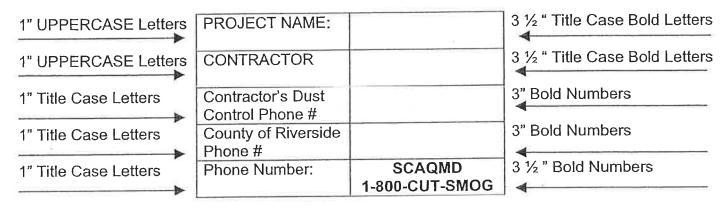
IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.

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)



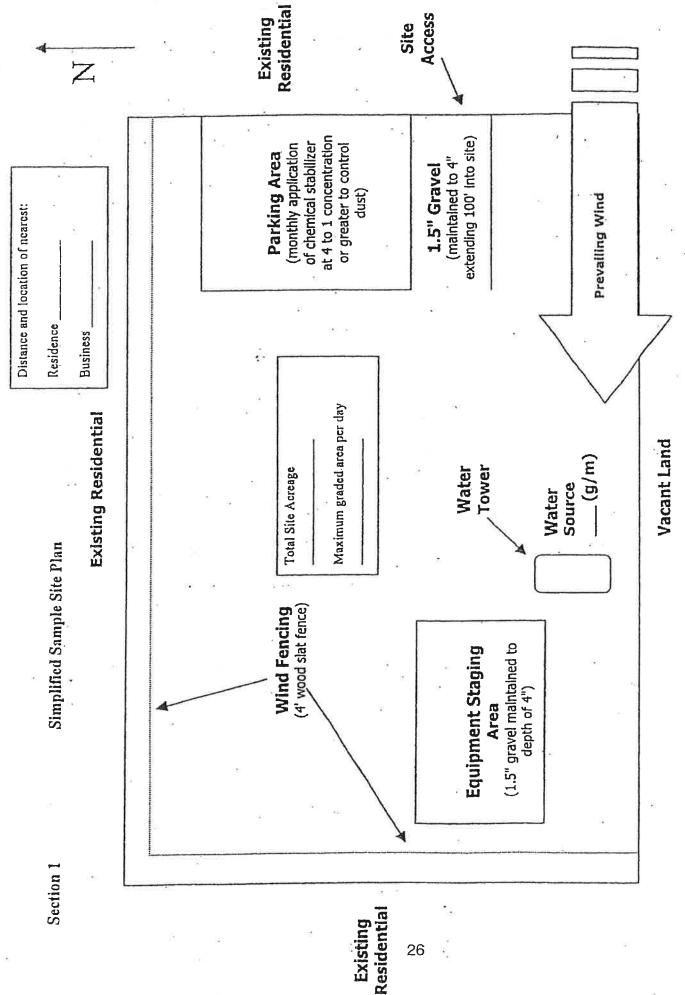
<sup>&</sup>quot;Title Case" means the first letter of a word is capitalized and subsequent letters are lower case.

(b) For a permittee subject to the  $4' \times 8'$  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		4" Bold Numbers
2" Title Case Letters	Control Phone # County of Riverside	-606	4" Bold Numbers
2" Title Case Letters	Phone Number:	SCAQMD	4 ½" Bold Numbers
2" Title Case Letters	C A FAIR CO	1-800-COI -SIMOG	
	TRANSPORTATION DEPARTMENT	N DEPARTMENT	

### 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 imigation 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

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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):

### 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):
the state of the s

### Plan Review Checklist Construction Phase

	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.
Π.	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 tuture 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):

### REASONABLY AVAILABLE CONTROL MEASURES

Paragraph (d)(3) of Rule 403 allows activities <u>outside the South Coast Air Basin</u> (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 <u>outside the South Coast Air Basin</u> must demonstrate to the satisfaction of the District that the given activity is employing all reasonably available fugitive dust control measures.

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

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

# REASONABLY AVAILABLE CONTROL MEASURES

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

## Source: (1) Land Clearing/Earth-Moving

	k	<b>19</b> 5	د ي ن	29	w	÷		2	
	DESCRIPTION	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.	Pre-application of water to depths of proposed cuts.  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).	Only effective in areas which are not subject to daily disturbances. Yendors can supply information on product application and required concentrations to meet the specifications established by the Rule.	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.  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.	Entire surface area of hauled earth should be covered once vehicle is full.	When feasible, use in bottom-dumping haul vehicles.	
	DESC	(=)	(3.3) (3.3)	E8	E 6	(2) S S	(E)	3	3
ž				*1					€
Land Clearing/Earth-Moving		21	*		(6		<i>8</i> 7	· •	3
	CONTROL MEASURES	:	2	Chemical stabilizers	ncing	:eng	(D) Cover haul vehicles	Bedliners in haul vehicles	HIGH WIND MEASURE
Source: (1)	TROL	(A) Watering		Chemica	(C) . Wind fencing		Cover h	Bedliner	I WIND
Zonz	CON	(A)	$\alpha^{(0)}$	(B)	(C)	£:	( <u>0</u> )	(E)	HIGH

Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed,

Cease all active operations; or

<u>e</u> <del>(</del>2)

DESCRIPTION	(1) Requires street sweeping/cleaning if subject to material accumulation.	<ol> <li>Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule</li> <li>Not recommended for high volume or heavy equipment traffic use.</li> </ol>	<ol> <li>In sufficient quantities to keep surface moist.</li> <li>Required application frequency will vary according to soil type, weather conditions, and vehicular use.</li> </ol>	(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 minimum of 60 percent.	<ol> <li>Gravel maintained to a depth of four inches can be an effective measure.</li> <li>Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.</li> </ol>
		я 2 8	NI A	e Se Se	Я	
CONTROL MEASURES	(F) Paving	(G) Chemical stabilization	(H) Watering	(I) Reduce speed limits	(J) Reduce vehicular trips	(K) Gravel

Unpaved Roads

(2)

Source:

- Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or Apply water once each hour; or Stop all vehicular traffic. <u>ම</u>ෙලම

Storage Piles

(C)

Source:

E 8	Enclose in silos.  Install three-sided barriers equal to height of material, with no more than 50 percent porosity.  Application methods include: spray bars, hoses and water trucks.  Frequency of application will vary on site-specific conditions.  Best for use on storage piles subject to infrequent disturbances.  Confine load-in/load-out procedures to leeward (downwind) side of the material.  May need to be used in conjunction with wind sheltering to prevent	(1) Enclose in si (2) Install three than 50 perc (1) Application (2) Frequency o (1) Best for use the material.	CONTROL MEASURES  (L) Wind sheltering  (M) Watering  (N) Chemical stabilizers  (O) Altering load-in/load-out procedures
	use on storage piles subject to infrequent disturbances.	(1) Best for u	(N) Chemical stabilizers
(1)	on methods include: spray bars, hoses and water trucks. y of application will vary on site-specific conditions.	(1) Application (2) Frequency	(M) Watering
(1) (S)	n silos. ree-sided barriers equal to height of material, with no more ercent porosity.	(1) Enclose in (2) Install thr than 50 pe	(L) Wind sheltering
(1) (2) (2) (2) (2) (3) (4) (4) (5) (5) (6) (7) (6) (7) (7) (7) (7) (7) (7) (7) (7) (7) (7	NO	DESCRIPTIC	CONTROL MEASURES

### HIGH WIND MEASURE

Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or

Tarps, plastic, or other material can be used as a temporary covering. When used, these should be anchored to prevent wind from removing coverings.

g) Apply water once per hour; or

Install temporary covers.

(P) Coverings

rack-Out
Paved Road T
4
Source

CONTROL MEASURES

(Q) Chemical stabilization	(1) Most effective when used on areas where active operations have
	(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.

£0	100 yards from the connection
	the
cles.	from
g vehi	yards
mpin	100
When feasible, use in bottom dumping vehicles.	Pave internal roadway system. Most important segment, last paved public roads
( <u>1</u> )	£8
e de	

(1) Entire surface area should be covered once vehicle is full.

## HIGH WIND MEASURE

Cover all haul vehicles; and Clean streets with water flushing, unless prohibited by the Regional Water Quality Control Board. **E**S

(U) Site access improvement

(T) Bedliners in haul vehicles

(S) Cover haul vehicles

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

DESCRIPTION

CONTROL MEASURES

		£	
Most effective when used on areas where active operations have	(2) Vendors can supply information on methods for application and required concentrations.	Requires frequent applications unless a surface crust can be developed.	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.
$\equiv$	(2)	$\Xi$	$\Xi$
		25	2/
	×	*	
(e):   E/			
(Q) Chemical stabilization		(R) Watering	(S) Wind fencing

# HIGH WIND MEASURES

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

(T) Vegetation

(1) Establish as quickly as possible when active operations have ceased. (2) Use of drought tolerant, native vegetation is encouraged.

### 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.

# BEST AVAILABLE CONTROL MEASURES

					1		<b>*</b> F			
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.		DESCRIPTION	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.	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.	Grade each phase separately, timed to coincide with construction phase; or 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.	Only effective in areas which are not subject to daily disturbances. Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.	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).	Entire surface area of hauled earth should be covered once vehicle is full.	When feasible, use in bottom-dumping haul vehicles.	**
n contains a listing of the sources of fu ig of control measures and high-wind in ontrol measures for each of the sources.	Land Clearing/Earth-Moving	92	e-grading) (1)	at 51	; planning (1) (2)	(1) (2)	(1)	vehicles (1)	Bedliners in haul vehicles (1)	ASURE
The left columi 403 and a listin fugitive dust co	Source: (1)	CONTROL MEASURES	(A) Watering (pre-grading)	(A-1) Watering (post-grading)	(A-2) Pre-grading planning	(B) Chemical stabilizers	(C) Wind fencing	(D) Cover haul vehicles	(E) Bedliners in	HIGH WIND MEASURE

### January 1999

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

(a) (b)

### HANDBOOK 403 IMPLEMENTATION RULE

	25	e e		
Source:	(2)	(2) Unpaved Roads	Xet	10
CONTROL MEASURES	MEAS	URES	DESCRIPTION	A <sup>r</sup>

# (G) Chemical stabilization

(F) Paving

Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule

Not recommended for high volume or heavy equipment traffic use.

Requires street sweeping/cleaning if subject to material accumulation.

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### Access restriction or redirecting traffic to reduce vehicle trips by minimum of 60 percent. $\equiv$

Gravel maintained to a depth of four inches can be an effective	measure,
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can	mica
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depth	2000
rd -	
ned to	Pesti
maintai	63 C
Gravel	measure
$\equiv$	· 6

Should only be used in areas wi frequent watering is not feasible. Ŧ

## HIGH WIND MEASURE

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

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### Storage Piles (C) Source:

### CONTROL MEASURES (L) Wind sheltering

nstall three-sided barriers equal to height of material, with no more than 50 percent porosity. Enclose in silos.

DESCRIPTION

- Application methods include: spray bars, hoses and water trucks, Frequency of application will vary on site-specific conditions.
- Best for use on storage piles subject to infrequent disturbances.
- Confine load-in/load-out procedures to leeward (downwind) side of the material.
- Altering load-in/load-out procedures 9

(N) Chemical stabilizers

(M) Watering

Must be used in conjunction with either measure (L), (M), (N), or (P).

Tarps, plastic, or other material can be used as a temporary covering. When used, these should be anchored to prevent wind from removing

coverings.

£3

(P) Coverings

40

HIGH WIND MEASURE

- Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- Apply water once per hour; or <u>@</u>
  - nstall temporary covers.

# RULE 403 IMPLEMENTATION HANDBOOK

4 Source:

CONTROL MEASURES

Paved Road Track-Out

Compliance with District Rule 403.

Paragraph (d)(5).

DESCRIPTION

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

CONTROL MEASURES

hemica /aterina /ind fe	<ul> <li>(1) Most effective when used on areas where active operations have ceased.</li> <li>(2) Vendors can supply information on methods for application and required concentrations.</li> </ul>	(1) Requires frequent applications unless a surface crust can be developed.		either measure (O) (R) or (T)
0 8 8	(Q) Chemical stabilization	(R) Watering	(S) Wind fencing	

# HIGH WIND MEASURES

(T) Vegetation

Establish as quickly as possible when active operations have ceased,

Ξ

Apply chemical stabilizers (to meet the specifications established by the Rule); or Apply water to all disturbed surface areas 3 times per day. <u>e</u>

TABLE 1

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

FUGITIVE DUST SOURCE CATEGORY		CONTROL MEASURES
Earth-moving	(1A)	Cease all active operations; OR
5	(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) (2B) (3B) (4B)	
Unpaved roads	(1C) (2C)	Apply chemical stabilizers prior to wind event; OR Apply water twice [once] per hour during active operation; OR
40	(3C)	Stop all vehicular traffic.
Open storage piles	(1D) (2D)	Apply water twice [once] per hour, OR Install temporary coverings.
Paved road track-out	(1E) (2E)	Cover all haul vehicles; OR  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.

<sup>\*</sup> 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)

FUGITIVE DUST		A MARIE CONTROL CONTRO
SOURCE CATEGORY		CONTROL ACTIONS
Earth-moving (except construction cutting and filling areas, and mining operations)	(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;
	(1a-1)	OR 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.
Earth-moving:	(1b)	Maintain soil moisture content at a minimum of
Construction fill areas:	e H	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.

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

TABLE 2 (Continued)

ANTO ADDATED DATOUR		
FUGITIVE DUST	GOVERNOT I CONTONIO	
SOURCE CATEGORY	CONTROL ACTIONS	
Earth-moving:	(1c) Conduct watering as necessary to prevent visible	
Construction cut areas	emissions from extending more than 100 feet beyond	
and mining operations:	the active cut or mining area unless the area is	
and mining operations.	inaccessible to watering vehicles due to slope	
	conditions or other safety factors.	
Disturbed surface areas	(2a/b) Apply dust suppression in sufficient quantity and	
(except completed	frequency to maintain a stabilized surface. Any	
grading areas)	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	(2c) Apply chemical stabilizers within five working days	
areas: Completed	of grading completion; OR	
grading areas	**************************************	
Printing at vas	(2d) Take actions (3a) or (3c) specified for inactive	
	disturbed surface areas.	
Inactive disturbed	(3a) Apply water to at least 80 [70] percent of all inactive	
	disturbed surface areas on a daily basis when there is	
surface areas	disturbed surface areas on a daily basis when here 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	
35	cover must be of sufficient density to expose less	
	than 30 percent of unstabilized ground within 90	
2.00 2.00	days of planting, and at all times thereafter; OR	
gr +1	(3d) Utilize any combination of control actions (3a), (3b),	
	and (3c) such that, in total, these actions apply to all	
	inactive disturbed surface areas.	
	mactive disturbed surface areas.	

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

TABLE 2 (Continued)

PROPERTY OF THE PROPERTY OF TH	
FUGITIVE DUST	
SOURCE CATEGORY	CONTROL ACTIONS
*	
Unpaved Roads	(Ac) With the second se
Onpaved Roads	(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
	(4b) Water all roads used for any vehicular traffic
	once daily and restrict vehicle speeds to 15 miles
	per hour; OR
	113
	surfaces in sufficient quantity and frequency to
	maintain a stabilized surface.
Open storage piles	(5a) Apply chemical stabilizers; OR
,	(5b) Apply water to at least 80 [70] percent of the
İ	surface area of all open storage piles on a daily
=	basis when there is evidence of wind driven
*	fugitive dust; OR
	(5c) Install temporary coverings; OR
*	(5d) Install a three-sided enclosure with walls with no
	The state of the s
	more than 50 percent porosity which extend, at a
All Catagoria	minimum, to the top of the pile.
All Categories	(6a) Any other control measures approved by the
	Executive Officer and the U.S. EPA as
- 25	equivalent to the methods specified in Table 2
	may be used.

<sup>\*</sup> 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 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		
2 0 *	as equivalent to the methods specified in Table 3 may be used.		

### TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND $41^{\rm st}$ AVENUE

PROJECT NO. CO-0538

### SPECIAL PROVISIONS

### DESCRIPTION:

In general, this project consists of installing traffic signals at the intersection of Washington Street and 41<sup>st</sup> avenue in the city of Palm Desert and Riverside County boundary Bermuda Dunes area. The work involves construction of curb ramps, paint traffic stripes, placing thermoplastic pavement markings, install reflective pavement markers, install, remove and salvage roadside signs and other associated 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 2006 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"

### 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.

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

### 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 therefore.

### LIQUIDATED DAMAGES:

The Contractor shall diligently prosecute the work to completion before the expiration of  $\underline{35}$  working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of  $\underline{\$400.00}$  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 \$800.00 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.

A In addition to the liquidated damages set forth above, the Contractor shall pay to the County of Riverside the sum of \$400.00 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 60 calendar

days if standards/posts, anchor bolts and IISNS mast arms were furnished by the County; otherwise, 100 calendar days of the contract award:

- 1. Traffic Signal Controller Assemblies
- 2. Service Equipment Enclosures
- 3. LED Modules

### PERMITS AND LICENSES:

**Permits**: In lieu of Section 7-5, "Permits", of the Standard Specifications, the Contractor shall obtain permits for all work within the City, and County right-of-way, and the project area and will maintain proper safety and regulatory signs for such work.

Licenses: The Contractor shall obtain and pay all costs incurred for licenses necessitated by his operations. Prior to starting any work, the Contractor and all sub-contractors, shall be required to have a City of Palm Desert Business Tax Registration valid for the time they are engaged in work.

Fees: The Contractor shall be responsible for all inspection fees required by the agencies necessitated by his operations for this project. This includes fees required for inspection work within the public right-of-way. The cost of these fees shall be considered as included in the lump sum price paid for Traffic Signal and Safety Lighting, and no additional compensation will be made therefore.

### ITEMS OF WORK:

### 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 for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, 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, 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 on Uniform Traffic Control Devices 2006 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

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

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the 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-	1-800-422-4133
Southern California (USA)	1-800-227-2600

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 construction staging and traffic control plans, shall be paid for on a lump sum basis, and no additional compensation will be allowed therefor.

### CLEARING AND GRUBBING:

Clearing and grubbing shall conform to the provisions in Sections 15 and 16 of the Standard Specifications and as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing as shown on the plans, and as specified in these special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material shall be considered as included in other bid items of work 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 "Dust Abatement" and no additional compensation will be allowed therefor.

### FINISHING ROADWAY:

Finishing roadway shall conform to Section 22 of the Standard Specifications and these Special Provisions.

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 shall be no 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 Stormwater 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 stormwater discharges associated with construction activities performed under the direction of a municipal stormwater permittee. The Contractor shall prepare and implement a Pollution Prevention Plan (PPP) in accordance with this section entitled "Stormwater and Non-Stormwater Pollution Control" of these Special Provisions. 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. "Pollution Prevention Plan Preparation and Approval" which requires that a PPP be prepared and approved prior to the pre-construction meeting;
- 3. "Pollution Prevention Plan Implementation" which allows the Engineer to suspend construction operations if the Contractor fails to implement the approved PPP 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 Contractor's Pollution Prevention Plan. The PPP 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;
- Construction procedures such as stabilized construction access points, schedule/phasing to minimize areas of soil disturbance, soil stabilization, and erosion/sediment control.

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

"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 "Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815-3800. Telephone: 445-3520. Copies of the Caltrans Handbooks can also be site the Caltrans internet downloaded from http://www.dot.ca.gov/hq/construc/stormwater.html.

In the event the County incurs any Administrative Civil Liability (fine) imposed by the California Regional Water Quality Control Board, 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.

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, 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, Federal, State and local regulations that govern the Contractor's activities non-stormwater stormwater and to both pertaining 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 approved PPP and all amendments at the project site. The PPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States (USEPA) or local stormwater Protection Agency Environmental 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.

In case of conflict between the Caltrans Handbooks and these Special Provisions, these Special Provisions shall govern.

Within five (5) working days after award of the contract, the Contractor shall submit two (2) copies of the PPP to the Engineer for review and approval. The Contractor shall allow five (5) working days for the Engineer to review the PPP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the PPP within three (3) working days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved PPP to the Engineer prior to preconstruction meeting. The Contractor must have an approved PPP prior to the pre-construction meeting.

The objectives of the PPP shall be to identify all pollution sources associated with Contractor's construction activities that may adversely affect the quality of stormwater discharges and receiving waters; 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 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 PPP 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 contained 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 PPP 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 PPP. 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 PPP shall include all of the following items in the order given below:

- 1. Title Page;
- 2. Table of Contents;
- 3. Project Description and Contractor's Certification;
- 4. Project Information;
- 5. Pollution Sources and BMPs;
- 6. Water Pollution Control Drawings;
- 7. A copy of the Amendments, if any;
- 8. Amendment Log;
- 9. Maintenance, Inspection, and Repair Program;
- 10. Inspection Log;
- 11. Construction Site Inspection Checklist;
- 12. Current Inventory of BMP related materials; and
- 13. Mobilization Plan for BMP deployment.

### Pollution Prevention Plan Amendments:

The Contractor shall prepare amendments to the PPP, 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 PPP if it is not effectively achieving the objectives of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs or revisions to Contractor's construction activities or operations (including any construction activities in areas not included in the initially approved PPP) which are required on the project to effectively control water pollution.

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

### Pollution Prevention Plan Implementation:

Upon approval of the PPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the BMPs included in the PPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these Contractor's responsibility Provisions, the Special implementation and maintenance shall continued throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of the Work", of the Standard Requirements for installation, construction, Specifications. inspection, maintenance, removal and disposal of BMPs are specified the Caltrans Handbooks and these Special Provisions. The Contractor shall implement the PPP in accordance with 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.

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 1<sup>st</sup> and May 31<sup>st</sup>.

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.

Contractor shall demonstrate the ability 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 equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of 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 PPP for sediment tracking, wind erosion, non-stormwater management, and waste management and disposal.
- c. <u>Inspections and Reporting</u> The Contractor shall regularly inspect the construction site for BMPs identified in the PPP to ensure the proper implementation and functioning of BMPs. The Contractor shall identify corrective actions and time frames to address any deficient 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 PPP 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 District.
- 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.

### Payment:

Payment for implementing erosion control and water pollution control measures will be paid for under the bid item Water Pollution Control on a lump sum basis, for all the work performed, including plan preparation.

### MINOR CONCRETE CURB RAMP:

Concrete curb ramp shall be constructed in accordance with the County Road Improvement Standard Plans and in conformance with Sections 51, 73 and 90 of the Standard Specifications.

Class 3 concrete shall be used.

Preparation of sub-grade 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 sub-grade shall be disposed of as elsewhere provided in these Special Specifications.

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

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

- 1. Removal and disposal of 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;
- 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-inch wide expansion joints;
- 8. All landscaping, and related work, to return the area adjacent to the curb ramp to its original condition and to conform the area to the new improvements.
- 9. Construct curb ramp per Riverside County Standard 403, case A, on Southeast corner of the intersection.
- 10. Construct curb ramp per Riverside County Standard 403, case B, on Northwest corner of the intersection.

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 potion of the curb ramp, it may be necessary to extend the work beyond the BCR/ECR in certain instances.

The contract unit bid prices paid per each for Minor Concrete Curb Ramp shall include full compensation for furnishing all labor,

tools, materials and equipment, incidental, and doing all work involved in the construction including the placing of expansion joints, and any other work incidental thereto.

### REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS:

Traffic stripes and pavement markings shall be removed as shown on the plans.

The removal of traffic stripes and markings shall be accomplished by either of the following methods.

- A. Wet Sandblasting: Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within Ten (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 a vacuum attachment operating concurrently with the blast cleaning operation and shall comply with AQMD regulations.
- B. Grinding: A minimum of 3 passes with the grinder in a rectangular area rather than just lettering or markings so the old message cannot be identified is required. Removal shall be to a maximum depth of 1/10". Removal depth may exceed 1/10" only when necessary to effectively remove paint, and only on approval by the Engineer. Asphalt emulsion slurry shall be applied to the areas where stripes or pavement markings have been removed.

Temporary removal of stripes and pavement markings may be accomplished by either of the above methods or, at the Contractors option, by the application of removable black line mask, 3M Series 145, or approved equal. Obliteration of stripes or pavement markings by applying black paint or asphalt emulsion is not an approved removal method.

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.

It shall be the responsibility of the Contractor to properly dispose of the residue from removal of striping and pavement markings.

The price paid per square foot for Removal Traffic Stripes And Pavement markings shall include full compensation for furnishing all labor materials, tools, equipment and incidentals as shown on the plans and no additional compensation will be allowed therefor.

### REMOVE AND SALVAGE ROADSIDE SIGNS:

Existing roadside signs, shall be removed, relocated and salvaged as shown on the plans.

Existing roadside signs at locations shown on the plans to be removed shall not be removed until replacement signs have been installed or until the existing signs are no longer required for direction of public traffic, unless otherwise directed by the County and City Engineer.

The Contractor shall deliver City owned signs to be salvaged to Palm Desert Corporation Yard,  $74705~42^{\rm nd}$  Avenue, Palm Desert, California, 92260.

The Contractor shall deliver County owned signs to be salvaged to the nearest County Maintenance Yard as directed by the Engineer.

The contract unit price paid per each for remove and salvage Roadside Signs shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work including excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

### ROADSIDE SIGNS:

The Contractor shall furnish and install roadside signs at the locations shown on the plans or as directed by the County and City Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs," of the State Standard Specifications, Palm Desert Standard Drawings, and these Special Provisions.

All roadway signs shall have retroreflective sheeting. Except as stated below, the retro-reflectivity for all roadway signs, both temporary and permanent installations, shall meet or exceed ASTM Standard D 4956 Type III (3M Co. High Intensity Grade or approved equal). The retroreflectivity for R1-1 ("STOP") signs and W3-1 (Stop Ahead) signs shall meet ASTM Standard D 4956 Type IX (3M Co. Diamond Grade or approved equal).

The contract unit price paid per each for Roadside Signs shall included 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 Specifications and these Special Provisions and no additional compensation will be allowed therefor.

### PAINT TRAFFIC STRIPE (2 COATS):

Painting traffic stripes (traffic lanes) and pavement markings shall conform to the provisions in Section 84-1, "General," and 84-3, "Painted Traffic Stripes and Pavement Markings," of the State Standard Specifications and these special provisions.

The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than ½ inch in 50 feet from the alignment shown on the plans. The dimensional details of the stripes and markings shall conform to the provisions set forth in the <u>California MUTCD</u> and <u>Maintenance Manual</u> available from Caltrans.

Spotting with cat tracks or dribble lines shall be performed prior to the removal of existing stripes. Cat tracks shall consist of spots of paint not more than 3 inches in width and not more than 5 feet apart along the alignment of the stripe. Paint for the cat tracks shall be the same as that for the intended stripe. Paint for the dribble lines shall be neutral color obtained by mixing approximately two parts white paint with one part black paint.

SPOTTING - Spotting shall be completed prior to the removal of any existing stripes or markings. Existing stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

No striping or painting work shall start until the County and City Engineer has specifically approved the spotted markings. Existing striping and markings, if any, shall be removed prior to painting new, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over the weekends or holidays.

MATERIALS - Materials shall conform to the provisions in Section 84-3.02, "Materials," of the State Standard Specifications and these Special Provisions. All traffic striping and pavement markings shall be two coats of paint with glass beads unless otherwise approved by the County and City Engineer. A minimum of 7 days and a maximum of 14 days shall elapse between application of the first and second coats of paint.

The paint for traffic striping and markings shall be as follows, or an approved equal:

White - PERVO Paint Co. #9000 ULTRA Yellow - PERVO Paint Co #9003 ULTRA

Glass beads shall conform to State Specification 8010-21C-22 (Type II).

All pavement markings shall be metric and shall match City stencils.

The contract unit price paid per linear foot for 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.

### THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING:

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

Payment for Thermoplastic Crosswalk and Pavement Marking shall be paid by the square foot price bid and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work necessary to place the crosswalk and pavement marking complete in place and no additional compensation will be allowed.

### PAVEMENT MARKERS:

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 and adhesive 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, materials, tools, equipment 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, Lighting and Electrical Systems", of the latest edition Standard Specifications and these Special Provisions.

The work to be done generally consists of furnishing all labor, materials, necessary tools, equipment, supervision, and all utility and transportation services required for construction of traffic lighting improvements, traffic and safety interconnect, street striping, and traffic signs in accordance with the Plans, Drawings, Specifications and other provisions of the Contract.

### START OF WORK

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

### LOCATION

AREA

Washington Street and 41st Avenue.

City of Palm Desert/Bermuda Dunes Area

### 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

The Contractor shall pick up County furnished equipment and materials from the following locations, or as directed by the Engineer, and transport them to the project site(s):

Traffic Signal Shop Riverside County Transportation Dept. McKenzie Highway Operations California 92241 Center 2950 Washington Street Riverside, California 92504 Telephone (951) 955-6899

Sky Valley District Yard 19-003 Bennett Road Desert Hot Spring,

Any County furnished equipment that is damaged after the Contractor has taken possession of the item shall be repaired to the If the damaged equipment is satisfaction of the Engineer. considered irreparable, it shall be replaced meeting the requirements stated in the Standard Specifications and these special provisions at the Contractor's cost.

### 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 written statements 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.

### EQUIPMENT LIST AND DRAWINGS

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

All equipment and hardware supplied by the Contractor shall be approved by the Engineer prior to purchase. Submittals shall be on hand for pre-construction meeting.

The Contractor is required to submit to the Engineer "as-built" prints, prior to the accepting the installations. The prints shall indicate in red all deviations from the contract plans such as location of poles, pull boxes and runs, depths of conduit, number of conductors and other appurtenant work for future references.

### FOUNDATIONS.

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

Portland cement concrete shall conform to Section 90-10, "Minor Concrete", of the State Standard Specifications.

Foundations to be abandoned shall be removed to 24" below the top of base material grade (bottom of pavement), or as directed by the County and City Engineer. Type 1A pole, traffic signal cabinet and electrical service cabinet foundations shall be removed completely.

A 28" traffic cone with reflective sleeve shall be bolted to all exposed anchor bolts during the period between installation of the foundation and installation of the standard or cabinet, excluding controller cabinets. A plywood or aluminum adapter may be used to secure the traffic cone to the anchor bolts.

### 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 State Standard Specifications and these Special Provisions.

Traffic control signs shall be furnished by the Contractor and shall be mounted on traffic signal standards and mast arms adjacent to traffic signal heads, as shown on the plans. Sign panels shall be constructed of high intensity reflective sheeting on aluminum. The Contractor shall furnish a certificate of compliance from the manufacturer showing that sign panels conform to specifications issued by the State of California Department of Transportation for both materials and legend.

Where signs are shown to be furnished and installed on signal mast arms, sign mountings shall conform to Detail U of State Standard Plan ES-7N.

### CONDUIT

Conduit shall conform to the provisions in Section 86.2.05, "Conduit", of the State Standard Specifications, and these Special Provisions.

Except where specifically shown on the plan(s), all conduits shall be either Type 1 or Type 3.

Conduit size and type from the electrical service point to the electrical service enclosure shall be as specified by serving electrical utility company.

Conduit size and type from telephone service point to the point of connection shall be as specified by telephone service provider.

Type 3 (rigid non-metallic type) conduit shall be PVC Schedule 80.

Type 3 conduit containing signal conductions/cables shall include a #8 AWG bound wire.

Signal communication conduit shall be 2" Type 3 conduit unless otherwise note on the plan(s). Signal communication conduit shall include a #14 AWG trace wire.

Conductors and cables installed in Type 3 conduit shall be pulled using a flat pull tape to avoid damaging the PVC conduit.

Rigid metal conduit to be used as a drilling or jacking rod shall be fitted with suitable drill bits for the size hole required.

Insulated bonding bushings will be required on all conduits.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinet shall be sealed with an approved type of sealing compound.

Conduit runs are shown schematically in the desired locations. Field conditions at the time of construction may dictate minor changes to facilitate the Contractor's work. Such minor changes will not constitute extra work. Actual installation shall be done in the most direct manner or as directed by the Engineer.

### TRENCHING

After two failed attempts to directional bore conduit, due to rock or other unavoidable obstructions, as verified by the Inspector; the Contractor may use the "Trenching in Pavement Method" described in Section 86-2.05c of the State Standard Specifications when approved by the Engineer.

### PULL BOXES

Pull boxes shall conform to the provisions of Section 86-2.06 "Pull Boxes" and Section 86-2.07 "Traffic Pull Boxes" of the State Standard Specifications and these Special Provisions.

Except for communication pull boxes, all pull boxes, covers, and extensions, shall be precast of reinforced Portland Cement Concrete (PCC). Pull boxes shall be #6 unless otherwise noted on the plan(s).

Pull boxes shall be bedded in crushed rock and grouted. The grout shall be a minimum of 0.5 inches thick and sloped to a drain hole.

Pull boxes installed in unimproved areas shall be installed similar to the traffic installations shown on Standard Plan ES-8, except that cover shall be set 2" above existing grade and the concrete surround shall be 12" thick and sloped from existing grade to the top of the pull box. Position of pull boxes installed in unimproved areas shall be marked by a Class I Flexible Post Delineator, Type E, with 3" high letters "T S P B" stenciled vertically along the shaft of the delineator.

Number 6 pull boxes adjacent to controller cabinet shall include an extension.

Signal communication pull boxes shall be 24" wide x 36" long x 30" deep, molded of high density polyethylene, with a Polymer concrete lid.

Signal communication pull boxes shall be PenCell™ Series PEM 24 Grade Level Buried Cable Enclosure, (2436-GS base with PEM-2436-6 spacer and polymer concrete lid), or approved equal.

Pull box cover markings shall conform to Section 86-2.06B, "Cover Marking", and shall indicate "Traffic Signal" on traffic signal pull boxes and "Signal Comm" on signal communication pull boxes.

### CONDUCTORS AND WIRING.

Conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors", and Section 86-2.09, "Wiring", of the State

Standard Specifications, and these Special Provisions.

"Three-Conductor Cable" (3CSC) and "Twelve-Conductor Cable (12CSC) Signal Cable shall confirm to section 86-2.08D of the State Standard Specifications.

The first sentence of Section 86-2.09A is amended to read: "There shall be a minimum of three spare conductors provided to each traffic signal pole. If three spare conductors cannot be provided an additional "12CSC" cable shall be installed. "

Signal cables shall be supplied with ripcord to facilitate access to cable conductors.

Splicing shall only be allowed for Safety Lighting and Internally Illuminated Street Name Signs (IISNS).

Section 2.09D-4 and 2.09D-5 notwithstanding, ungrounded conductors shall not be spliced.

Conductors No. 8 AWG and larger shall be stranded.

### SIGNAL SYSTEM COMMUNICATION

Signal communication cable shall be single mode fiber optic. The fiber optic cable shall consist of 6 tubes with 6 fibers per tube, for a total of 36 fibres.

The fiber optic cable to be installed shall be spliced in conformance with existing fiber optic communication system, which is comprised of Corning fiber cable system.

There shall be a minimum of sixty feet (60') of fiber optic interconnect cable coiled in every communication pull box.

The existing signal interconnect system shall be maintained at all times during construction. Any interruptions shall be repaired within 48 hours or the County and/or City shall make repairs and bill the Contractor.

Signal communication cable shall be terminated as shown on the plan(s) and per County and City Engineer's instructions.

Product specifications for the fiber optic cable is as follows:

- A. All cable will be manufactured within one year of shipment.
- B. Manufactures Installation Procedures and Specifications shall be provided to City Engineer prior to installation of the fiber optic cable.
- C. Fiber Optic Cable shall be Corning Cable Systems Altos® All-Dielectric Gel-Free Single-Mode Cable or approved equal.
- D. Fiber Termination:
  - a. Terminations shall be ST connector type.
  - b. "Feed-Through Drop Cables" shall be provided for Terminations from cabinet to below ground splice

enclosure. Drop cable shall be constructed of the same material as fiber optic signal interconnect cable. A minimum 12 fibers are required with all fibers in Controller cabinet terminated with "ST" connectors. Below ground termination of drop cable shall be fusion spliced with required fibers.

### E. Gator Patch II

Provided Gator Patch II drop cable assembly.

Fiber optic signal communication cable terminations details will be provided by the City.

### SPLICE INSULATION

For Wire, Splice insulation shall conform to the provisions in Section 86-2.09E, "Splice Insulation", of the State Standard Specifications and these Special Provisions.

Conductors No. 10 AWG or larger shall be spliced by the use of "C" shaped compression connectors.

Splices shall be insulated by Method "B".

### BONDING AND GROUNDING

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding", of the State Standard Specifications, and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

### ELECTRICAL SERVICE

Electrical service shall conform to the provisions in Section 86-2.11, "Service", of the State Standard Specifications and these Special Provisions.

The Contractor shall notify the County and City Engineer in writing at least 15 calendar days in advance of the date on which he desires any electrical service connections or disconnects to be made. The Contractor shall be entitled to no extension of time or other compensation for any delay to this operation resulting from his failure to give the prescribed notification.

Type III CF 120/240 volt, dual meter service shall be installed. The service equipment enclosure shall be constructed of unpainted natural finish aluminum or stainless steel. Circuit breakers shall be as follows:

(Left)	(Right)
METER 1	METER 2
100A 2P MAIN	100A 2P MAIN
40A 1P SIGNAL	30A 1P LIGHTING
15A 1P IISNS	15A 1P CONTROL
15A 1P CONTROL	15A 1P SPARE
15A 1P SPARE	

Two (2) Type V photoelectric control units shall be provided: one (1) for luminaires and one (1) for I.I.S.N.S. Photoelectric units shall be shielded from exposure to direct light and shall be the delayed action type. Louvered shield shall not be accepted.

Meter sockets shall be the 4 clip type. Service addresses shall be indicated on the exterior of the cabinet near the meter doors, in 2" tall numerals. Anti-oxidation compound shall be placed on all service cabinet connections, as directed by the County and City Engineer.

The Contractor shall make arrangements with electrical utility company for installation and inspection of electrical service facilities during construction. Electrical utility company will furnish and install electrical service conductors.

#### TESTING AND SIGNAL TURN-ON

Testing shall conform to the provisions in Section 86-2.14, "Testing", of the State Standard Specifications and these Special Provisions. Testing of traffic signal equipment, including controller units, fully wired cabinets and auxiliary equipment as specified in Section 86-3, "Controllers", of the State Standard Specifications shall be performed by the manufacturer. The manufacturer shall provide a certification that the controller assembly has successfully completed testing.

Turn-on of the new traffic signal system shall be made on Tuesday through Thursday only and not on the day preceding a legal holiday. The County and City Engineer shall be notified at least 1 week prior to the intended "turn-on". The County and City Engineer will then schedule a pre-turn-on inspection for the workday prior to turn-on. The Contractor shall be present for the pre-turn-on inspection and shall make all repairs prior to the scheduled turn-on.

The signal turn-on shall be scheduled for 10:00 A.M. and representatives of the Contractor, County, City, Controller manufacturer, preemption system and necessary sub-contractors shall be present at that time. If the signal cannot be made fully operational by 1:00 P.M., the site shall be secured for non-signal operation and the Contractor will be directed to reschedule the turn-on.

All roadway striping, markers and markings shall be in place prior to the signal turn-on.

#### CONTROLLER ASSEMBLIES

Install an Econolite ASC/3 controller assembly, complete in a Type "R" cabinet, including necessary communication equipment, emergency vehicle preemption system, and accessible pedestrian signal capabilities, per City of Palm Desert requirements. Controller assembly and cabinet details shall be approved by the City prior to manufacturing. Cabinet foundation shall be constructed per City Standard Drawing No. 400B.

#### EMERGENCY VEHICLE PREEMPTION SYSTEM

Emergency vehicle preemption equipment shall conform to the State Standard Specifications latest revision and these Special Provisions.

A complete, functioning Emergency Vehicle Preemption System, shall be furnished and installed for each project location as shown on the plans.

Where plans call for a modification of existing emergency vehicle preemption system, all equipment provided shall match existing or a complete new system may be provided.

#### General

Emergency vehicle preemption equipment to be furnished and installed or provided shall include:

- 1. Optical Detectors for each approach, as shown on the plans.
- 2. Rack-mounted phase selectors in each controller assembly, sufficient for 8-phase operation.
- 3. Detector cable as recommended by the manufacture.

The system shall be designed to prevent simultaneous preemption by two or more emergency vehicles on separate approaches to the intersection.

The Engineer prior to timing and turn-on of each respective traffic signal shall approve the operation of the emergency vehicle preemption sequence.

It shall be the responsibility of the Contractor that a knowledgeable representative, from the manufacturer or authorized distributor of the emergency vehicle preemption system, be present for the first day of the traffic signal and lighting function test to insure proper installation and functioning of the equipment.

It shall be the responsibility of the Contractor that the emergency vehicle preemption equipment shall be furnished and installed in a complete, operative, manner as intended by the manufacturer and these Special Provisions. The Contractor shall arrange for, and pay the cost of, the services of the controller manufacturer to perform any controller modifications required for the installation, or operation, of the emergency vehicle preemption equipment.

#### EMITTER

Each emitter assembly, provided for testing purposes, shall consist of an emitter unit, an emitter control switch, and connecting cables.

General

Each emitter assembly, including lamp, shall operate over an ambient temperature range of -34 degrees C to 60 degrees C at both modulation frequencies and operate continuously at the higher frequency for a minimum of 3000 hours at 25 C ambient before failure of the lamp or its components.

Each emitter assembly unit shall be controlled by a single, maintained-contact switch. The emitter assembly unit shall also provide for a Disable Feature connection, this connection shall be hooked to the Parking Brake, Neutral Safety Switch or any other contact point with the vehicle so the emitter will be disabled once the vehicle contact point is activated.

Each emitter assembly shall be capable of transmitting Class I or Class II signals. The modulation frequency for Class I emitters shall be 9.639 Hz + or - 0.110 Hz. The modulation frequency for Class II emitters shall be  $14.035 \ Hz + or - 0.250 \ Hz$ .

A system shall establish a priority of Class II vehicle signals over Class I vehicle signals and shall conform to the requirements in Section 25352 of the California Vehicle Code.

Functional [ ]

Each emitter shall transmit optical energy in one direction only. The signal from a Class I emitter shall be detectable at a distance of 300 m when used with standard optical detection/discrimination equipment and filter to eliminate visible light. The signal from a Class II emitter shall be detectable at a distance of 550 m when used with standard optical detection/discrimination equipment.

Electrical

Each emitter assembly shall provide full light output with input voltages between 10 to 30 VDC. The design and circuitry of each emitter shall permit its use on vehicles with either negative or positive ground without disassembly or rewiring of the unit.

Mechanical

Each emitter unit shall be housed in a weatherproof corrosion-resistant housing. The housing shall be provided with facilities to permit mounting on various types of vehicles and shall have provision for aligning the emitter unit properly and for locking the emitter unit into this alignment.

Each emitter unit shall be provided with hardware to permit the unit to be mounted in or on an emergency vehicle or mass transit vehicle. All exposed components of the emitter assembly shall be waterproof.

#### OPTICAL DETECTION/DISCRIMINATION ASSMBLY

General

Each optical detection/discrimination assembly shall consist of one or more optical detectors, connecting cable, and a discrimination module.

Optical Detector

The optical detector shall be mounted on the indicated signal mast arm by approved mounting method as shown on the plans. The mounting method shall be approved by the engineer prior to installation.

Each optical detector shall be a waterproof unit capable of receiving optical energy from a single or dual direction. The reception angle for each optical detector unit shall be a minimum of 8 degrees in all directions about the aiming axis of the unit.

Internal circuitry shall be solid state and electrical power shall be provide by the associated discrimination module.

Each optical detector unit shall have a minimum of a ½ inch NPT opening used for mounting and for bringing the connecting cable into the terminal block located within the assembly. The housing shall be provided with weep holes to permit drainage of condensed moisture. Each optical detector shall be installed, wired, and aimed as specified by the manufacturer.

Cable

Optical detector cable shall meet the requirements of IPCEA-S-61-402/NEMA WC 5, Section 7.4, 600 V Control cable, 75 degrees C, Type B, and the following:

- The cable shall contain 3 conductors, each of which shall be # 20 (7 x 28) stranded, tinned copper. Insulation of individual conductors shall be color-coded: 1 Yellow, 1 Orange, and 1 Blue.
- The shield shall be either tinned copper braid or aluminized polyester film with a nominal 20 % overlap. When film is used, a 20awg (7  $\times$  28) stranded, tinned, bare drain wire shall be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.
- The jacket shall be marked as required by IPCEA/NEMA.
- The cable run between each detector and the Traffic Controller cabinet shall be continuous without splices.

Discrimination Module

Each discrimination module shall be designed to be compatible and usable with a NEMA TS2 cabinet and controller or Model 170/2070 controller and 332 cabinet.

Each discriminator module shall be capable of operating two or more channels, each of which shall provide an independent output for each separate input.

Each discriminator module, when used with its associated optical detectors, shall perform as a minimum, the following:

- Receive Class I and Class II signals.
- Decode the signals, on the basis of frequency, at 9.639 Hz + or 0.119 Hz for Class I signals and 14.035 Hz + or 0.255 Hz for Class II signals.
- Establish the validity of received signals on the basis of frequency and length of time received. A signal shall be considered valid only when received for more than 0.50 second. No combination of Class I signals shall be recognized as a Class II signal regardless of the number of signals being received, up to a maximum of 10 signals. Once a valid signal has been recognized, the effect shall be held by the module, in the event of temporary loss of signal for a minimum period of 4.0 seconds.
- Provide an output for each channel that will result in a "low" or grounded condition of the appropriate input of a Model 170 controller unit. For a Class I signal the output shall be a 6.25 Hz + or 0.1 %, rectangular waveform with a 50 % duty cycle. For Class II signals the output shall be steady.

Each discriminator module shall receive power from the controller cabinet at either 12 VDC or 120 VAC.

Auxiliary inputs for each channel may enter each module through a front panel connector or by a parallel hook-up of the associated detector cables at the input location.

The discriminator module shall provide an optically isolated output for each channel output to the controller unit. All outputs signals shall comply with NEMA and Model 170 controller assembly inputs.

Each discriminator card shall have a single connector board and shall occupy one slot of the detector card rack. The front panel of each module shall have a handle to facilitate withdrawal and have the following controls and functions for each channel:

- Range adjustments for both Class I and Class II signals
- A 3- position, center off, momentary contact switch, one position (down) labeled for test operation of Class I signals, and one position (up) labeled for test operation of Class II signals.
- A "signal" indication and a "call" indication each for Class I and for Class II signals. The "signal" indications denote that a signal, which is not valid, has been received; a "call" indication denotes a steady, valid signal has been received. These 2 indications may be accomplished with a single indication lamp.

In addition, the front panel shall be provided with additional connectors or ports used to perform other functions as specified by the manufacturer.

#### SYSTEM OPERATION

The contractor shall demonstrate that the components of each system are compatible and will perform satisfactorily as a system. Satisfactorily performance shall be determined using the following test procedure during the functional test period:

- A. Each system to be used for testing shall consist of an optical emitter assembly, an optical detector, an optical detector cable, and a discriminator module.
- B. The discriminator module shall be installed in the proper card rack slot of the controller cabinet assembly.
- C. Two tests shall be conducted; one using a Class I signal emitter and a distance of 300 m between the emitter and the detector, the other using a Class II signal emitter and a distance of 550 m between the emitter and the detector. Range adjustments on the module shall be set to "Maximum" for each test.
- D. During the tests of the Class I and Class II emitters, visual verification form the phase selector and the Controller unit during the "ON" interval shall be visually confirmed and there shall be no improper operation of the controller unit.

#### WARRENTY COVERAGE

The supplier of equipment shall warranty their product for up to ten (10) years to be free from defect in design and operation and that it meets all the requirements of this specification and those incorporated in this document.

#### CERTIFICATE OF INSURANCE

Upon request, the manufacture shall provide a certificate of insurance protection for \$5,000,000.00. This certificate assures that the priority control user that the manufacture is insured against civil damages if proven to be at fault for an accident due to equipment failure within the system of the priority control components. This certificate, however, need not, and is not meant to, provide liability insurance protection to the priority control system user.

#### VEHICLE SIGNAL FACES AND SIGNAL HEADS

Vehicle signal faces, signal heads and auxiliary equipment, as shown on the plans, and the installation thereof, shall conform to the provisions in Section 86-4 of the State Standard Specifications and Special Provisions.

All LED modules shall be furnished by the Contractor.

All new vehicle indications shall be 12" sections and shall conform to sections 86-4.01B and 86-4.01b(1).

All vehicles indications shall be equipped with backplates. Backplates shall be one-piece construction with louvers. Backplates shall be installed using flat washer, lock washer and screw. All

hardware shall be stainless steel.

Delete the first paragraph of Section 86-4.01A, "Optical Units", of the State Standard Specifications.

The sixth paragraph of Section 86-4.01A, "Optical Units", of the State Standard Specifications is amended to read:

Each optical unit for red, yellow and green sections shall conform to the provisions in Section 86-4.02, "Light Emitting Diode Signal Module."

Vehicle indications shall conform to current CALTRANS Specifications.

## PEDESTRIAN SIGNALS FACES AND SIGNAL HEADS

Pedestrian signal faces, signal heads and auxiliary equipment, as shown on the plans, and the installation thereof, shall conform to the provisions in Section 86-4 of the State Standard Specifications and Special Provisions.

Pedestrian signals Faces shall be supplied with Count Down Interval as stated in the ITE PTCSI Part 2 and completely comply with all sections of the California MUTCD section 4E.07. Outlined of Hand/Man will not be allowed. The countdown feature is only allowed to countdown the flashing "Don't Walk" per the CAMUTCD.

#### DETECTORS

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

Loop detector conductors shall be Type 2.

Loop detector lead-in cables shall be Type B.

Circular loops shall be 6 feet in diameter and spaced 10 feet apart unless shown otherwise on plan.

All cuts shall be sealed with a sealant in accordance with the State of California Specification for Hot-Melt Rubberized Asphalt Sealant per Section 86-5.01A(5) of the State Standard Specifications.

Loop wires in home runs, beginning at each loop, shall be tightly twisted together with a minimum of five (5) turns per foot. Home runs shall be cut to a sufficient width to accommodate the twisted wire.

All loops shall be connected in series. Splices shall use buttsplice connectors and shall be soldered by the hot-iron. No open flame shall be used on soldered connections.

Wires for each loop shall be marked with bands of colored tape to designate loop number, starting at the crosswalk in the number 1

lane and proceeding away from the intersection, then to the crosswalk in the number two lane, and so on.

Pedestrian push buttons shall be Accessible Pedestrian Signal (APS) type, Polara Engineering Navigator model or approved equal.

#### HIGH PRESSURE SODIUM LUMINAIRES

Luminaire specification is amended to read: Illumination of intersection shall be done through LEOTEK SLN-102-MV-CW-3M-GY LED technology type Luminaire. The LED light engine life shall be rated for a minimum of 50,000 hours, with a warranty period of five years. The equipment shall have a date of manufacture as part of the serial number. All units provided shall have a manufacture date code of no more than 6 months from date of delivery. The LED light shall have a Type 3 light distribution pattern. Housing shall be provided with a slip-fitter capable of mounting on a two inch pipe tenon and of being adjusted five degrees from the axis of the tenon. Fixtures shall be supplied with and industry standard twist lock type photo cell receptacle and shorting cap. Operating voltage shall be at 120VAC.

#### IISNS

Internally Illuminated Street Name Sign (IISNS) shall conform to the provisions of Section 86-6.065 of the State Standard Specifications and these Special Provisions.

IISNS shall be per the City of Palm Desert Standard Drawing No. 301B. The Contractor shall contact the County and City Engineer for the appropriate block numbers.

All reference to fluorescent Lamp and ballast Illumination on standard drawing #ES-70 is amended to read:

Interanal illumination of sign shall be done through Illumicom LED retro fit kit. The LED light engine life shall be rated for a minimum of 50,000 hours, with a warrenty period of five years from date of purchase. The equipment shall have a date of manufacture as part of the serial number. All units provided shall have a manufacture date code of no more than 6 months from date of delivery. The LED light shall be uniformly distributed across the sign panels. Striping or Pixilation of sign panel shall not be visible. Energy savings shall be **at a minimum** of 60% of standard T12 fluorescent lighting typically found on IISNS.

All IISNS shall be mounted with a minimum of 16' clear above the pavement surface. IISNS mounting shall be per City Standard Drawing No. 403A and 403B.

#### MISCELLANEOUS

Contractor shall modify existing irrigation systems as necessary to direct spray away from the controller cabinet and electrical service pedestal. The irrigation system, as modified, shall provide full coverage of landscaped areas previously irrigated. Any new

irrigation equipment required shall be the same as the existing equipment in use.

Battery Backup System (BBS)

Battery Backup System shall be per Caltrans standard specification and must be listed on Caltrans current Pre-Qualified Product List.

The standard specification is amended to include a Generator Plug. The plug shall be L5-30 NEMA rated. Generator mode will take highest priority and will require a manual activation. A simple circuit will be provided to activate generator mode while disabling utility connection so as not to create feedback connection. While in generator mode the BBS will operate as normal and will recharge batteries as needed.

The L5-30 plug shall be located behind an access door located on the BBS cabinet. The door shall not protrude out more than 1.5 inches and provided with a standard #2 Corbin lock.

The BBS shall be a UL Approved Design.

#### PAYMENT

Full compensation for transporting and furnishing materials and equipments; installing the complete and operational traffic signal and lighting system, interconnect system, including foundations; providing product warranties and documentations; programming and testing equipments; maintaining existing or temporary signal and/or beacons, including all labor, equipment, materials and incidentals involved as specified herein and elsewhere in these Special Provisions and plans and as directed by the County Engineer shall be included in the lump sum price paid for Signal and Lighting, and no additional compensation shall be allowed therefore.

#### **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.

Existing utility and privately owned facilities shall be protected in accordance with Section 7-1.11, "Preservation of Property" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and privately owned facilities, for the relocation of said facilities, in accordance with Section 7-1.14, "Cooperation" of the Standard Specifications.

All water valves, gas valves, sewer manholes, survey monuments, survey markers and any other utility appurtenances shall be protected in place. Full compensation for such protection shall be considered as included in the various bid items.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

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

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

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

No excavation shall be made within 4 feet of any underground utilities, as listed below, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

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

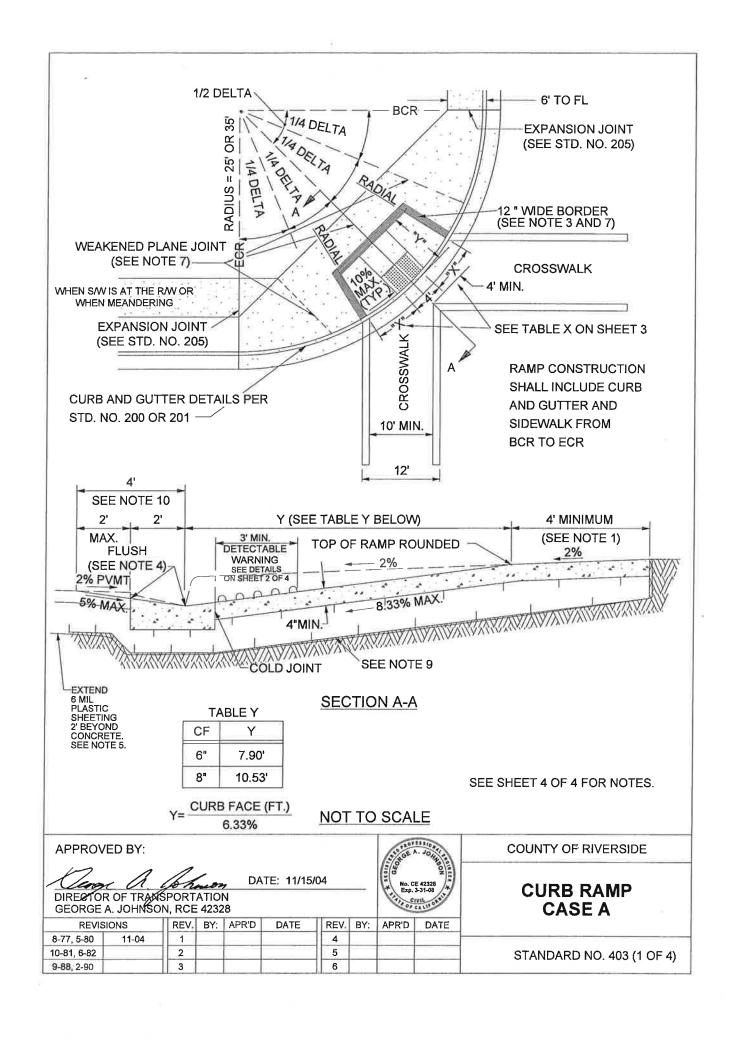
Underground Service Alert	800-227-2600
Southern California Gas Company	909-335-3928
Verizon Communications	760-778-1225
Imperial Irrigation District	760-398-5825
Time Warner Cable	760-674-5433
Coachella Valley Water District	760-398-2651
Desert Water Agency	760-329-6436
Mission Springs Water District	760-329-652
Sprint Communication Company	909-873-8022

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply 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.

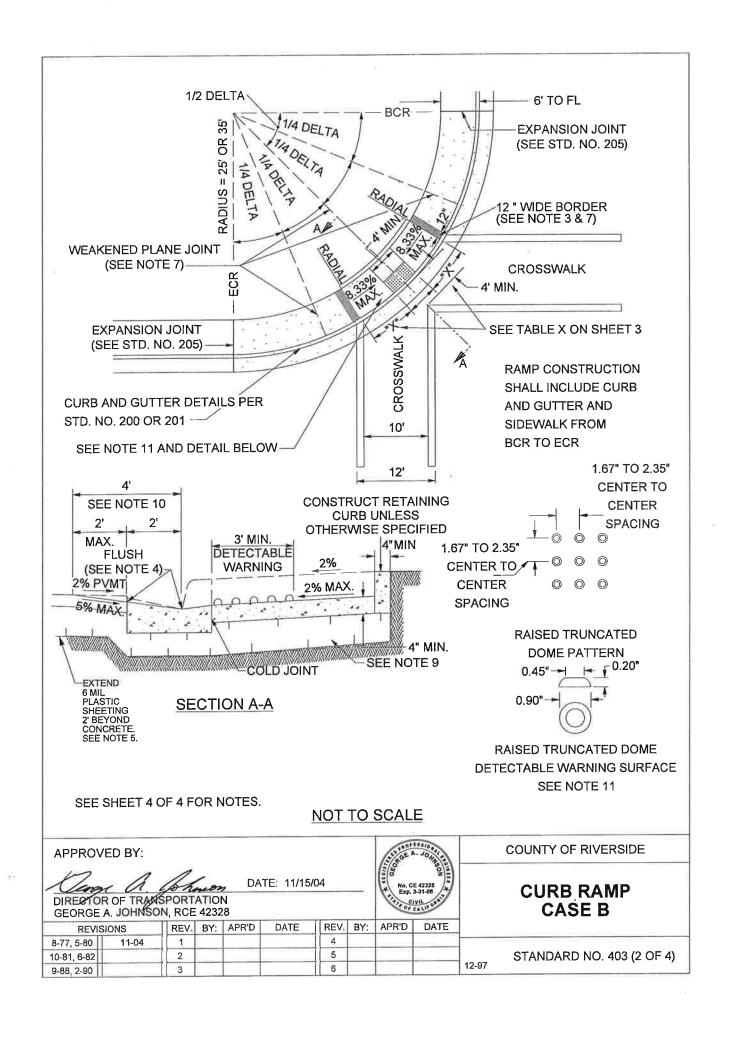
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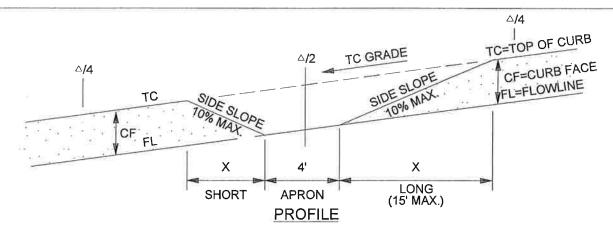
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#### TABLE X

				-					
CF	RADIUS	SIDE	v	TC	GRADE	E (ALON	G CURE	B RETU	RN)
(IN)	(FT)	SLOPE	X	1%	2%	3%	4%	5%	6%
6" 35' 10%	10%	Xs	4.6	4.2	3.9	3.6	3.4	3.2	
0	35'	1076	$X_L$	5.6	6.3	7.2	8.4	10.0	12.5
8"	8" 35' 10%	10%	Xs	6.1	5.6	5.2	4.8	4.5	4.2
O	35	1076	$X_L$	7.5	8.4	9.6	11.2	13.4	15.0

#### TO CALCULATE "X" DIMENSION:

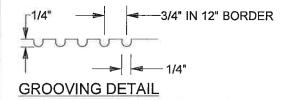
SHORT SIDE (DOWN SLOPE):

LONG SIDE (UP SLOPE):

 $X_S$  (FT)= $\frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} + TC GRADE}$ 

 $X_L$  (FT)= $\frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE}}$  - TC GRADE

ENGINEER TO SHOW  $\mathbf{X}_{S}$  AND  $\mathbf{X}_{L}$  ON IMPROVEMENT PLANS



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COUNTY OF RIVERSIDE

DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328 DATE: 05/05/04

	E 42328 3-31-08
APR'D	DATE

#### **CURB RAMP**

REVIS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE	
8-77, 5-80	11-04	1				4			
10-81, 6-82		2				5			
9-88, 2-90		3				6			

STANDARD NO. 403 (3 OF 4)

*		

#### **CONSTRUCTION NOTES:**

- IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMODATE RAMP AND 4' LANDING, THEN USE THE CASE "B" RAMP.
- 2. IF SIDEWALK IS LESS THAN 6' WIDE, THE FULL WIDTH OF THE SIDEWALK SHALL BE DEPRESSED AS SHOWN IN CASE B. MINIMUM SIDEWALK WIDTH IS 4' FROM BACK OF CURB.
- 3. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES 1/4" WIDE AND 1/4" DEEP APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL.
- 4. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
- WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSID-ERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).
- RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP (EXCEPT IN CASE B).
- CONSTRUCT WEAKENED PLANE JOINTS AT 1/4 DELTAS WHEN RADIUS EQUALS 35' AND AT INSIDE EDGE OF GROOVED BORDER WHEN RADIUS EQUALS 25'.
- 8. IF EXPANSIVE SOIL IS ENCOUNTERED, THEN RAMP SHALL BE CONSTRUCTED OVER CLASS 2 AGGREGATE MATERIAL.
- 9. CONCRETE SHALL BE CLASS B.
- 10. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4' OF THE BOTTOM OF THE CURB RAMP.
- 11. DETECTABLE WARNING SURFACES ARE REQUIRED ON ALL CURB RAMPS THAT ENTER INTO A VEHICULAR TRAVEL WAY.

APPROVED BY:

DATE: 11/15/04

DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328

REVISI	ONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE	
8-77, 5-80	11-04	1				4				
10-81, 6-82		2				5				
9-88, 2-90		3				6				

COUNTY OF RIVERSIDE

# CURB RAMP CONSTRUCTION NOTES

STANDARD NO. 403 (4 OF 4)

12-97

CIVIL



#### NOTES:

- 1) SIGNS SHALL BE TYPE "A" PER STATE OF CALIFORNIA STANDARD SPECIFICATIONS DATED MAY 2006, SECTION 86-6.065.
- 2) PANELS SHALL BE FOR EITHER 72" OR 96" HOUSING AS REQUIRED.
- 3) SIGN FACE SHALL BE DIAMOND GRADE VIP 3990 SHEETING WITH 3M INK #8881 OR ELECTRONIC CUTTABLE FILM SERIES #1177 TO FORM LETTERS AND NUMBERS. ALL MATERIAL SHALL MEET OR EXCEED TYPICAL APPLICATION TYPE 9 AS STATED ON ASTM "STANDARD SPECIFICATION FOR RETRO REFLECTIVE SHEETING FOR TRAFFIC CONTROL". ALL MATERIAL SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATION. APPLICATION PROCEDURES AND SAMPLE MATERIAL MAY BE REQUESTED ON DEMAND.
- 4) LETTER AND NUMBER SIZES AS SPECIFIED ABOVE.
- 5) ILLUMINATED STREET NAME SIGNS SHALL NOT DISPLAY A SUFFIX, (i.e.: St., Dr., Cir., etc.) EXCEPT AS DIRECTED BY THE ENGINEER.

DATE: FEB. 2009

Mark & Dieds
RANSPORTATION ENGINEER

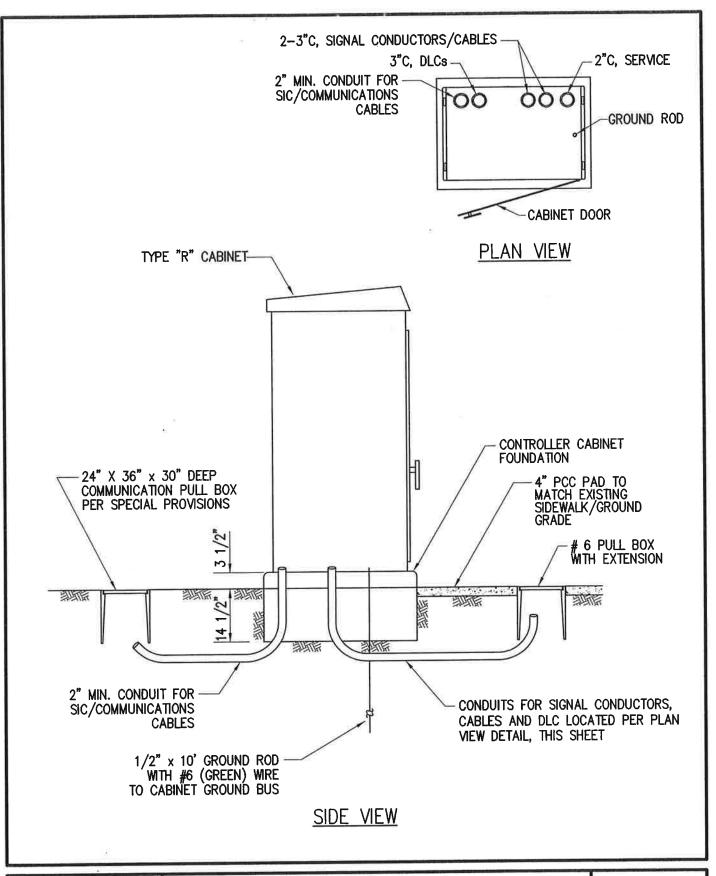
INTERNALLY ILLUMINATED STREET NAME SIGNS

SCALE: NONE

CITY OF PALM DESERT

STD DRAWING NO.  $7 \cap 1 \cap$ 

DEPARTMENT OF PUBLIC WORKS



DATE: FEB. 2009

Mark & Dieds

TRANSPORTATION ENGINEER

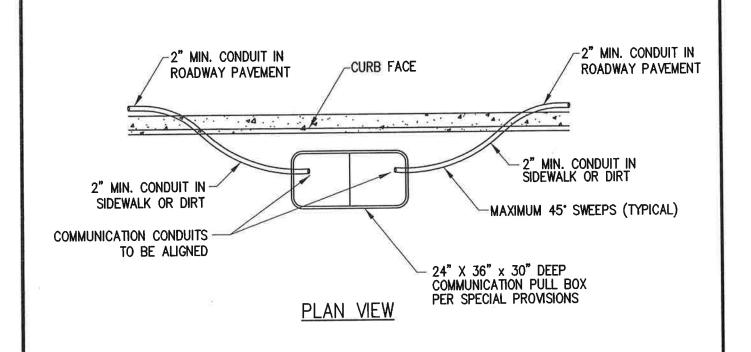
TYPE "R"
CONTROLLER ASSEMBLY DETAIL

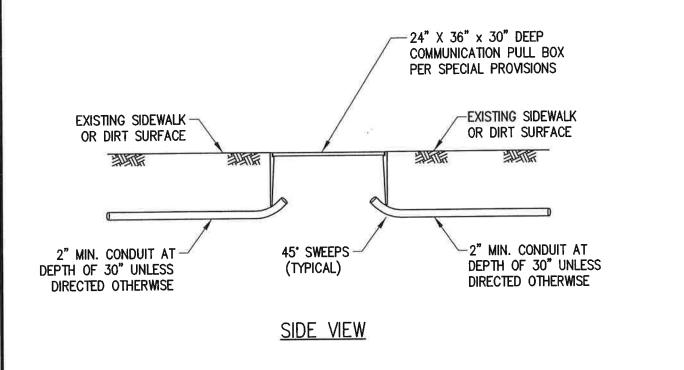
DETAIL SCALE: NONE STD DRAWING NO.

DEPARTMENT OF PUBLIC WORKS CITY OF PA

CITY OF PALM DESERT 400B

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DATE: FEB. 2009 INTERCONNECT PULL BOX DETAILS

SCALE: NONE
STD DRAWING NO.

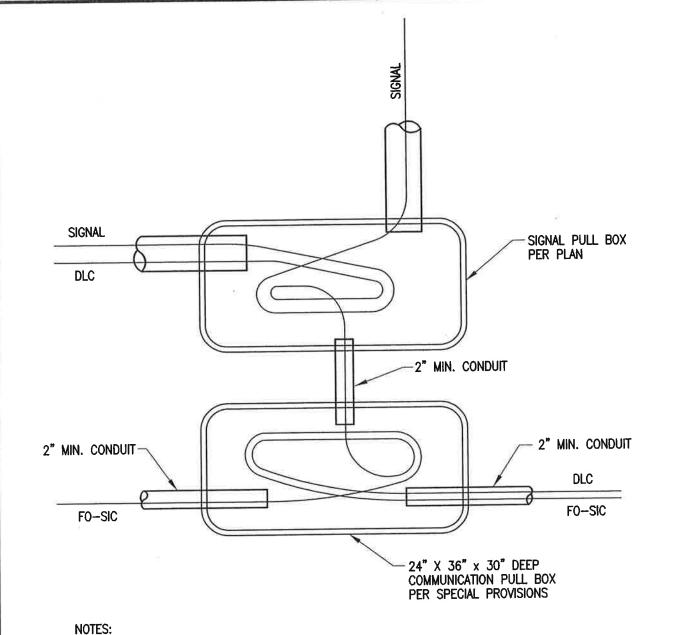
TRANSPORTATION ENGINEER

DEPARTMENT OF PUBLIC WORKS

CITY OF PALM DESERT

401

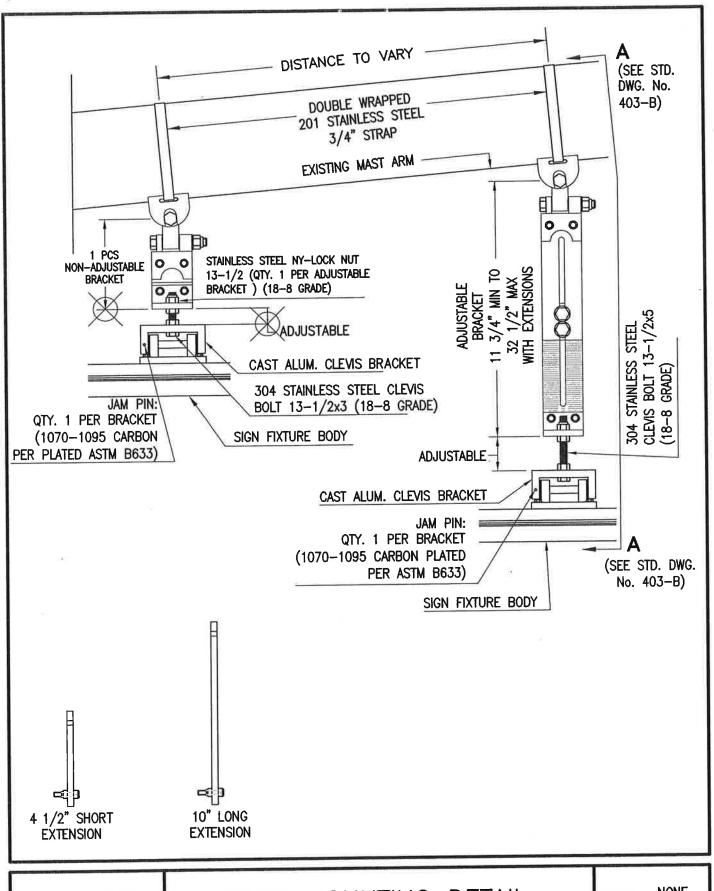
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- 1. CONDUIT, CONDUCTORS AND PULLBOXES SHALL BE PER THE PLAN.
- 2. THIS DETAIL IS SCHEMATIC. FIELD CONDITIONS MAY REQUIRE VARIED CONFIGURATIONS.
- 3. SIGNAL AND FO-SIC CONDUCTORS MUST BE ISOLATED FROM EACH OTHER.

FO-SIC - FIBER OPTIC SIGNAL INTERCONNECT CABLE.

SCALE: NONE FO-SIC ISOLATION DETAIL DATE: FEB. 2009 STD DRAWING NO. CITY OF PALM DESERT DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEER



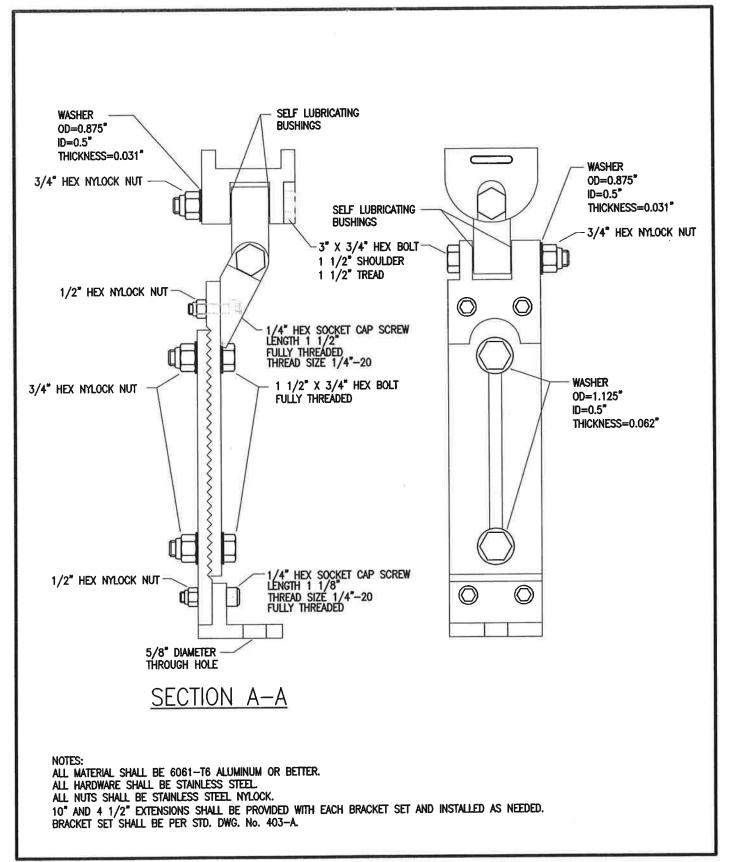
DATE: FEB. 2009 ISNS MOUNTING DETAIL

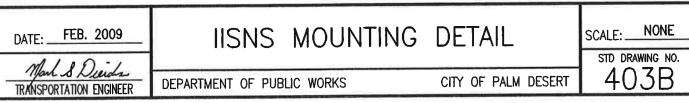
Mark & Duids
TRANSPORTATION ENGINEER

DEPARTMENT OF PUBLIC WORKS

CITY OF PALM DESERT

403A





# Dencell

# Series PEM-24 • Grade Level Buried Cable Enclosure

To order complete units (enclosure and cover):

#### PEM-2424

Enclosure with high density polyethylene lid



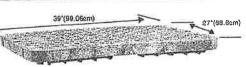
Enclosure with high density polyethylene lid

#### PEM-2448

Enclosure with high density polyethylene lid

#### PEM-2460

Enclosure with high density polyethylene lid



To order various covers:

PL - Plastic lid

PCL - Polymer concrete lid

SPLIT - 2 Piece lid



### **6 INCH SPACER**

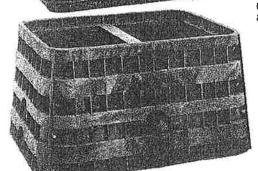
PEM-2424-6

PEM-2436-6

PEM-2448-6

PEM-2460-6

(All spacers can be stacked for additional depth)



To order various bases:

2424 - GS

2436 - GS

2448 - GS

2460 - GS



Part No.	Description	Dimensi	Weight		
		Width	Length	Depth	In Lbs. (kilograms)
PEM-2424 PEM-2436 PEM-2448 PEM-2460	Box & Lid Box & Lid Box & Lid Box & Lid	24" (61cm) 24" (61cm) 24" (61cm) 24" (61cm)	24" (61cm) 36" (91.4cm) 48" (121.9cm) 60" (152.4cm)	24" (61cm) 24" (61cm) 24" (61cm) 24" (61cm)	75 (34.0kg) 100 (45.3kg) 120 (54.4kg) 1'40 (63.5kg)

#### To order specify:

Standard: (H) Hex Head Bolts
Options: (X) 3/8-16 Penta Head Bolts
(B) Button Head Bolts

(SPLIT) 2 Piece Lid (Not available on PEM 2424)

Example: PEM-2424H

Enclosure with H.D. polyethylene lid

and hex head bolts.

Identification:(Electric, CATV, Telephone, Water,

Irrigation, Communications)

Custom logos on request. Contact factory or agent.

This unit is molded of high density polyethylene. The sidewall design prevents frost heaving or tilting. Units can be nested for a minimum amount of warehouse storage space. Units are offered in green or gray molded-in color.

Recommendations on the application of our products are based on best available technical data and are offered as a suggestion only. Each user of the material should make his own tests to determine the material's suitability for his own particular use.

(8)



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# ALTOS® All-Dielectric Gel-Free Cables

A LANscape Pretium Solutions Product

# Corning Cable Systems

### **Applications**

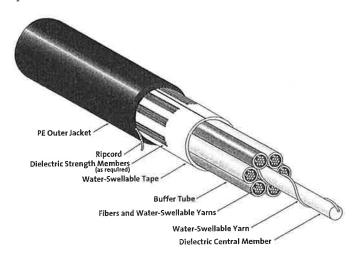
· Campus backbones in lashed aerial and duct installations

### Description

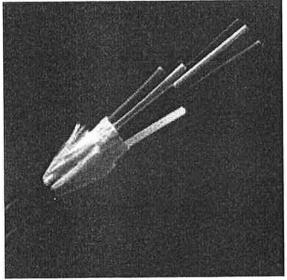
Corning Cable Systems ALTOS® Cables are designed for outdoor and limited indoor use. The loose tube cable is waterblocked to prevent water penetration that could lead to fiber damage.

#### Features / Benefits

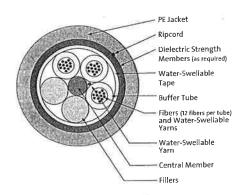
- Gel-free design is fully waterblocked using craft-friendly water-swellable yarns and tapes, making cable access simple and requiring no clean up
- Available in 62.5 μm, 50 μm, single-mode and hybrid versions
- Standard 3.0 mm buffer tube size reduces the number of access tools required by craftspersons
- SZ-stranded, loose tube design isolates fibers from installation, environmental rigors and allows for easy mid-span access
- Medium Density Polyethylene jacket is rugged, durable and easy to strip
- Available with extended operating temperature to -60°C (-76°F)
- All-dielectric cable construction requires no bonding or grounding
- Available with Gigabit Ethernet and 10 Gigabit Ethernet performance



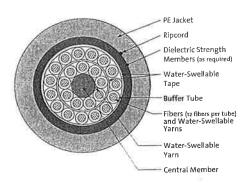
ALTOS All-Dielectric Gel-Free Cable | Drawing CPC-220/1/3



ALTOS All-Dielectric Gel-Free Cable | Photo LAN101



36-Fiber ALTOS Single-Jacket/No-Armor Cable | Drawing CPC-220/1/1



288-Fiber ALTOS Single-Jacket/No-Armor High-Density Cable | Drawing CPC-220/1/2



# ALTOS® All-Dielectric Gel-Free Cables

A LANscape Pretium Solutions Product

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Specifications.	
Maximum Tensile Loads	Short-Term: 2700 N (600 lbf)
====	Long-Term: 890 N (200 lbf)
Temperatures	Storage: -40° to +70°C (-40° to +158°F) Installation: -30° to +70°C (-22° to +158°F) Operation: -40° to +70°C (-40° to +158°F)
Approval and Listings	RUS 7 CFR 1755.900
Common Installations	Outdoor lashed aerial and duct, indoor when installed according to National Electrical Code® (NEC®) Article 77
Design and Test Criteria	ANSI/ICEA S-87-640

	Maximum	Number	Nominal	Nominal	Minimum Bend	l Radius
Fiber Count	Fibers per Tube	of Tube Positions	Cable Weight kg/km (lb/1000 ft)	Outer Diameter mm (in)	Loaded cm (in)	Installed cm (in)
≤ 60	12	5	91 (61)	12.1 (0.48)	18.2 (7.1)	12.1 (4.8)
<u>- 72</u>	12	6	94 (63)	12.2 (0.48)	18.8 (7.4)	12.2 (4.8)
<u>= 72</u> ≤ 96	12	8	124 (83)	14.1 (0.56)	21.4 (8.4)	14.1 (5.6)
≤ 120	12	10	161 (108)	16.1 (0.63)	24.3 (9.6)	16.1 (6.3)
≤ 192	12	16	164 (110)	17.6 (0.69)	26.7 (10.5)	17.6 (6.9)
≤ 216	12	18	183 (123)	18.4 (0.72)	27.8 (10.9)	18.4 (7.2)
≤ 240	12	20	202 (135)	19.3 (0.76)	29.1 (11.5)	19.3 (7.6)
≤ 288	12	24	252 (169)	21.5 (0.85)	32.3 (12.7)	21.5 (8.5)

### **Transmission Performance**

			(A)	100	E
Fiber Code	K				
Performance Option Code	30	31	30	9.0	01
Fiber Type	62.5/125 µm (850/1300 nm)	50/125 µm (850/1300 nm)	50/125 gm 850/1300 mm	\$0/125 pm (\$50/13/00 pm)	Single-mode (1310/1383/1550 nm)
Maximum Attenuation (dB/km)	3.5/1.0	3.5/1.5	J.071.5	131135	0.4/0.4/0.3
Minimum LED Bandwidth (MHz•km)	200/500	500/500	23(80750)1	518)/308	-/-/-
Minimum Effective Modal Bandwidth (MHz-km)	220/ – *	510/ - *	±0607 = "	(7)80	-/-/-
Serial Gigabit Ethernet Distance (m)	300/550	600/600	TOURSYGERS	1900/600	5000/ - / -
Serial 10 Gigabit Ethernet Distance (m)	33/ –	82/ –	artity —	<b>6</b> 担V	10000/40000

<sup>\*</sup>EMB when deployed with 850 nm, 1 Gb/s VCSELs, as predicted by RML Bandwidth using FOTP-204.

# Ordering Information Contact Customer Service for availability of non-standard offerings.

# □ □ □ W 4 - T 4 1 □ □ D 2 0 □ 2 3 4 5 6 7 8 9 10 11 12 13 14

# Select fiber count.

Standard Offerings:

004 012 024 072 144 216 006 018 036 096 192 288

4 Select fiber type (see Transmission Performance Table).

5 / 12 Defines cable type.

W/D = ALTOS® Gel-Free Cable

6 Defines outer jacket.

4 = All-dielectric

### 7 Defines fiber placement.

T = 12 fibers/buffer tube (standard)

### B Defines length markings.

4 = Markings in feet (standard)

Defines tensile strength (see Specifications).

II Select performance option code (see Transmission Performance Table).

13 - 14 Defines special requirements.

20 = No special requirements

# FO Cable P/N 036EW4-64101D20

Corning
Cable Systems

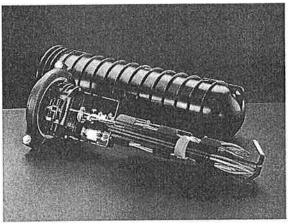
SCF-4C18 (-HS)
An Evolant\* Solutions Product

Description

Corning Cable Systems' SCF-4C18 is a canister closure for maximum capacity in small spaces. The closure is easy to install, reenter and expand.

### Features / Benefits

- Five cable entries in QUICK-SEAL™ Mechanical Seal end cap
- Canister closures are complete with strain-relief and grounding hardware for two express ports
- Strain-relief hardware and grommets for one of three drop ports included in a variety of cable sizes
- Craft-friendly drop ports sealed until needed
- · Easily re-enterable for future expansion
- · Reusable sealing ring
- Aerial, direct-buried or underground application
- The 4-in closure trays stacked on studs to secure trays and two slack baskets
- 72 single-fiber splices in six 0.2-in trays



SCF-4C18-01 | Photo SHD46



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Corning
Cable Systems

SCF-4C18 (-HS)
An Evolant\* Solutions Product

Description					
4- x 18-in canister with two slack baskets will accommodate up to six 0.2-in trays, no trays included.					
configure the closure. All 4-in closures will accommodate up to 72-fiber spli	Add two SCF-KT-4CBL kits to fully ice capacity by ordering additional				
	72				
	SCF-ST-099				
	N/A				
Suggested tray for 12-fiber mass ribbon heat-shrink splices:	N/A				
4- x 18-in canister with two slack baskets will accommodate up to six 0.2-in					
Note: SCF-4C18 closures have one of three drop port hardware included. Add two SCF-KT-4CBL kits to fully configure the closure. All 4-in closures will accommodate up to 72-fiber splice capacity by ordering additional					
	-36				
Suggested splice tray for single-fiber heat-shrink splices:	SCF-ST-099				
	N/A				
Suggested tray for 12-fiber mass ribbon heat-shrink splices:	N/A				
4- x 18-in canister with two slack baskets will accommodate up to six 0.2-in trays, includes four SCF-ST-099 trays for 48 splice capacity.					
Note: SCF-4C18 closures have one of three drop port hardware included. a configure the closure. All 4-in closures will accommodate up to 72-fiber spit trays.	Add two SCF-KT-4CBL kits to fully lice capacity by ordering additional				
	48				
	SCF-ST-099				
	N/A				
Suggested tray for 12-fiber mass ribbon heat-shrink splices:	N/A				
	4- x 18-in canister with two slack baskets will accommodate up to six trays, no trays included.  Note: SCF-4C18 closures bave one of three drop port hardware included. A configure the closure. All 4-in closures will accommodate up to 72-fiber splitrays.  Single-fiber splice capacity:  Suggested splice tray for single-fiber heat-shrink splices:  *12-fiber mass ribbon splice capacity:  Suggested tray for 12-fiber mass ribbon heat-shrink splices:  4- x 18-in canister with two slack baskets will accommodate up to sit trays, includes three SCF-ST-099 trays for 36 splice capacity.  Note: SCF-4C18 closures have one of three drop port hardware included. A configure the closure. All 4-in closures will accommodate up to 72-fiber splitrays.  Single-fiber splice capacity:  Suggested splice tray for single-fiber heat-shrink splices:  *12-fiber mass ribbon splice capacity:  Suggested tray for 12-fiber mass ribbon heat-shrink splices:  4- x 18-in canister with two slack baskets will accommodate up to sit trays, includes four SCF-ST-099 trays for 48 splice capacity.  Note: SCF-4C18 closures have one of three drop port hardware included. configure the closure. All 4-in closures will accommodate up to 72-fiber splitrays.  Single-fiber splice capacity:  Suggested splice tray for single-fiber heat-shrink splices:  *12-fiber mass ribbon splice capacity:				

Note: -36 and -48 can be expanded to 72-fiber splice capacity by purchasing additional SCF-ST-099 splice trays.



<sup>\*</sup> For mass splicing please see SCF-4C18-ORS Open Ribbon System. (ORS) will accommodate up to 144 mass fiber splices.

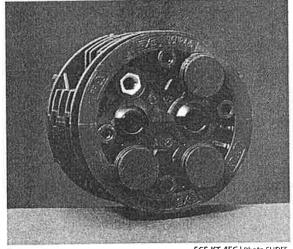
Corning Cable Systems

SCF-4C18 (-HS) An Evolant Solutions Product

Description

The SCF 4-in 2-piece end cap includes two open express ports across the seam and three sealed QUICK-SEAL™ Mechanical Seal drop ports that are sealed until needed.

Each 4-in closure kit contains one SCF-KT-4CBL.



SCF-KT-4EC | Photo SHD55

Mechanical Specifications

Micchaillear Specification		
Parameter	Dimensions	
Closure Diameter	4.6 in (113 mm)	
Max Diameter (w/clamp ring)	7.3 in (179 mm)	
Dome Length	18 in (441 mm)	
Ground Feed-Through	1	

Cable Capacity	Minimum/Maximum Cable Diameter	
2 Express Ports	0.79 in (20 mm)	
3 QUICK-SEAL Mechanical	Seal Ports	
Small Inserts	0.19-0.39 in (5-10 mm)	
Medium Inserts	0.39-0.59 in (10-15 mm)	



Corning Cable Systems

SCF-4C18 (-HS)
An Evolant" Solutions Product

Accessories	for	4-inch	Canister	or	In-line
<b>Accessories</b>	TOT	4-inch	Camster	OI.	III-LIIIC

Part Number	Description
SCF-INST-BKT4	Table Installation Bracket for 4-in SCF QUICK-SEAL™ Mechanical Seal or heat-shrink closures
SCF-KT-6GND	Grounding Kit includes two bond clamps and 6 ga ground straps; fits all SCF sizes
SCF-KT-4CBL	Add-a-Cable Kit for one drop port
SCF-KT-4SLK	SCF-4 Slack Basket (two included in 4-in closures)
UCNC4-KT-SR	One Piece White Sealing Ring for 4-in ribbed canister closures
SCF-KT-4EC	SCF 4-in QUICK-SEAL Mechanical Seal end cap with one ground feed-through
SCF-4T30-KT-CONV	Conversion Kit for canister to in-line
SCF-KT-ECR4	Includes end cap, tape, paste, end cap tool and lube
SCF-KT-G42-F	One 2-Hole Grommet Kit for 5 x 10 mm flat cable, 4-in closure
SCF-4-6-PLUG	Dummy Plug for 4- and 6-in QUICK-SEAL Mechanical Seal end cap express port
SCF-KT-DP4PLUG	Solid Grommet Kit for 4-in closure (5 pack)
UCN-KT-LB	Silicone Lubricant for dome seal (10 pack)
SCF-WALL-BKT4	Wall-Mount Bracket for 4-in SCF canister closures
SCF-POLE-BKT4	Pole-Mount Bracket for 4-in SCF canister closures
BKT-SC-C	Aerial Hanging device for SCF in-line or canister closures
SCF-4ECT	End Cap Tool 4-in for QUICK-SEAL Mechanical Seal end caps; one included with closure
SCF-KT-EXP-SM	Express Port Hardware kit for 4- and 6-in QUICK-SEAL Mechanical Seal closures



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SCF-4C18 (-HS)

An Evolant" Solutions Product

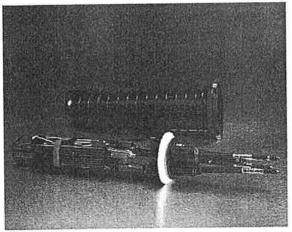
Corning
Cable Systems

Description

The 4C18 Closures will accommodate up to 72-fiber splice capacity by ordering additional trays. Trays must be ordered separately unless otherwise noted.

# Features / Benefits

- Five cable entries
- · Craft-friendly drop ports sealed until needed
- · Easily re-enterable for future expansion
- · Reusable sealing ring
- Aerial, direct-buried or undergound applications



SCF-4C18 (-H5) | Photo SHD100

Part Number	Description	
SCF-4C18-HS-01	4- x 18-in canister with heat-shrink end cap includes one oval port heat-shrink 72 single-fibers kit (SCF-KT-HS3), two ground leads, bond clamps and two slack baskets	
	Single-fiber splice capacity:	72 fibers
	Suggested splice tray for single-fiber heat-shrink splices:	N/A
	Single-fiber splice capacity:	N/A
	*Suggested tray for 12-fiber mass ribbon heat-shrink splices:	N/A

<sup>\*</sup> For mass splicing please see SCF-4C18-ORS Open Ribbon System. (ORS) will accommodate up to 144 mass fiber splices

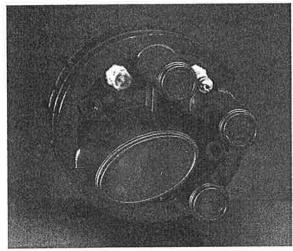


Corning Cable Systems

SCF-4C18 (-HS) An Evolant" Solutions Product

Description

The SCF 4-in heat-shrink end cap includes one oval port and three small round drop ports.



SCF-4EC-HS | Photo SHD74

Mechan	ical S	Decitics	ZONITE
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3 Small Round Ports

Mechanical Specification	S	
Parameter	Dimensions	
Closure Diameter	4.5 in (114 mm)	
Max Diameter (w/clamp ring)	7.3 in (184 mm)	
Dome Length	18 in (441 mm)	
Ground Feed-Through	2	
Cable Capacity	Minimum/Maximum Cable Diameter	
Oval Port: 1 Cable	1.25 in (30 mm)	160 110-153
Oval Port: 2 Cables	0.88 in (22 mm)	

0.56 in (14 mm)

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	Discovering Beyond Imagination	

Corning
Cable Systems

SCF-4C18 (-HS)
An Evolant" Solutions Product

# Accessories for Heat-Shrink Canister

Part Number	Description	
SCF-KT-6GND	Grounding Kit includes two bond clamps and 6 ga ground straps; fits all SCF sizes	
SCF-KT-HSBC	Heat-Shrink branch clamp and glue stick, to add extra cables (10 pack)	
SCF-KT-HS1	Heat-Shrink, small round, single port for 4- and 6-in (4 pack)	
SCF-KT-HS6	Oval Port with branching kit 4-in (1 each)	
UCN-GND-SC20	Small Grounding Clamps for use with central member strain-relief (20 pack)	
UCN-GND-S20	Small Grounding Clamps for use with small cables (20 pack)	
UCN-GNDCBL-20	Large Ground Straps 6 ga, 8-in length (20 pack)	
BKT-SC-C	Aerial Hanging Device for SCF in-line or canister closures	
SCF-INST-BKT4	Table Installation Bracket for 4-in SCF QUICK-SEAL™ Mechanical Seal or heat-shrink	
SCF-4EC-HS	SCF 4-in Heat-Shrink End Cap with two ground feed-throughs	
UCN-KT-LB	Silicone Lubricant for dome seal (10 pack)	
UCN-KT-FV	F-Valve (5 pack) required for flash testing any SCF closure	
SCF-KT-GV	3-Piece Ground Valve Kit contains air valve, cover, solid screw (1 per kit); allows flash test valve to remain on end cap with cover	
SCF-KT-FV-FLEX	Flexible, Extended Flash Test Valve (5 pack)	
SCF-KT-HS-RETRO-4	One Retro-Fit Heat-Shrink with zipper, 4-in oval or 6-in medium round ports	



Corning
Cable Systems

SCF-4C18 (-HS)

An Evolant\* Solutions Product

### Description

#### SCF-ST-001

12-position RTV splices, 0.2-in metal tray for single fiber 8.75 x 3.9 x 0.2 in (22.3 x 10 x 0.54 cm)

Splice Protection:

RTV 100155-001 or Crimp and Go® Crimping Device, FSA-012



12-position heat-shrink splices, 0.2-in metal tray for single fiber 8.75 x 3.9 x 0.2 in (22.3 x 10 x 0.54 cm)

Splice Protection:

2806031-01 heat-shrink splice protector, single fiber, 60 mm (pack of 50)

#### SCF-ST-002

12-position mechanical, 0.4-in metal tray for single fiber 8.75 x 3.9 x 04 in (22.3 x 10 x 1cm)

Mechanical Splice:

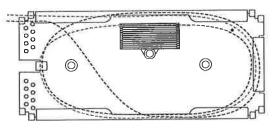
CamSplice<sup>™</sup> Mechanical Splice, 95-000-04 (pack of 6)

### SCF-ST-116

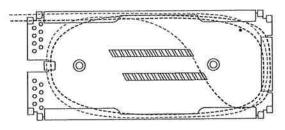
24-position heat-shrink, 0.4-in metal tray for single fiber 8.75 x 3.9 x 0.4 in (22.3 x 10 x 1 cm)

Splice Protection:

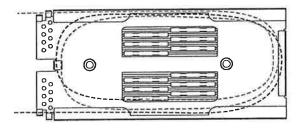
2806031-01 heat-shrink splice protector, single fiber, 60 mm (pack of 50) or 2806031-012 heat-shrink splice protector, 12-fiber ribbon, 40 mm (pack of 25)



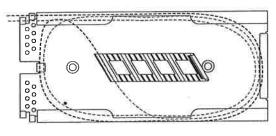
SCF-ST-001 | Drawing ZA-2271



SCF-ST-099 | Drawing ZA-2273



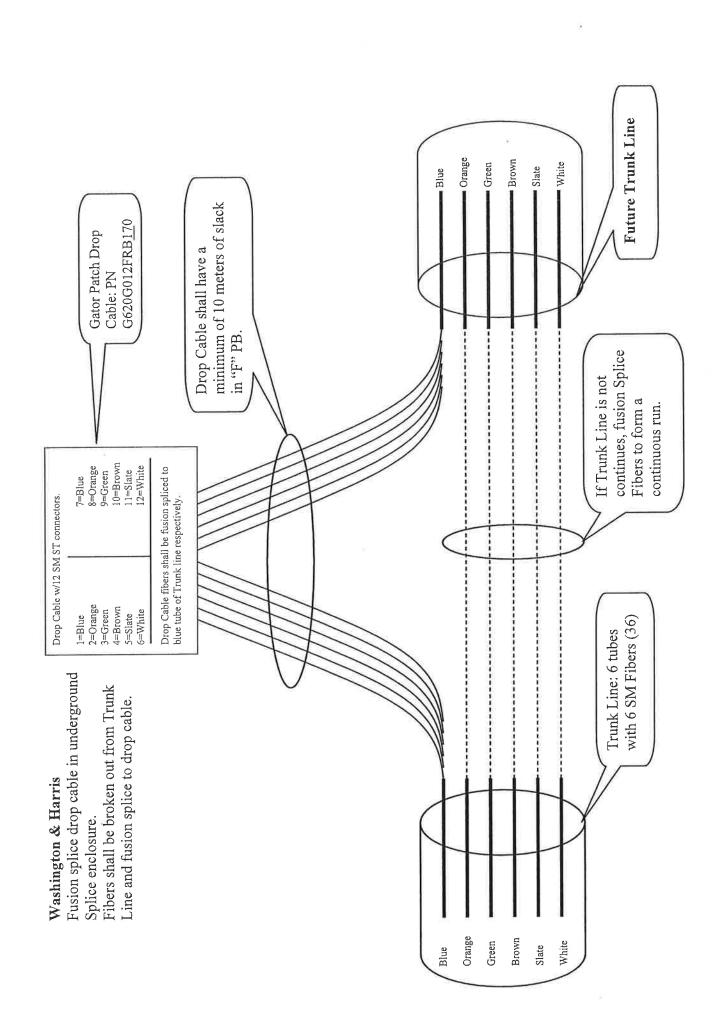
SCF-ST-002 | Drawing ZA-2272

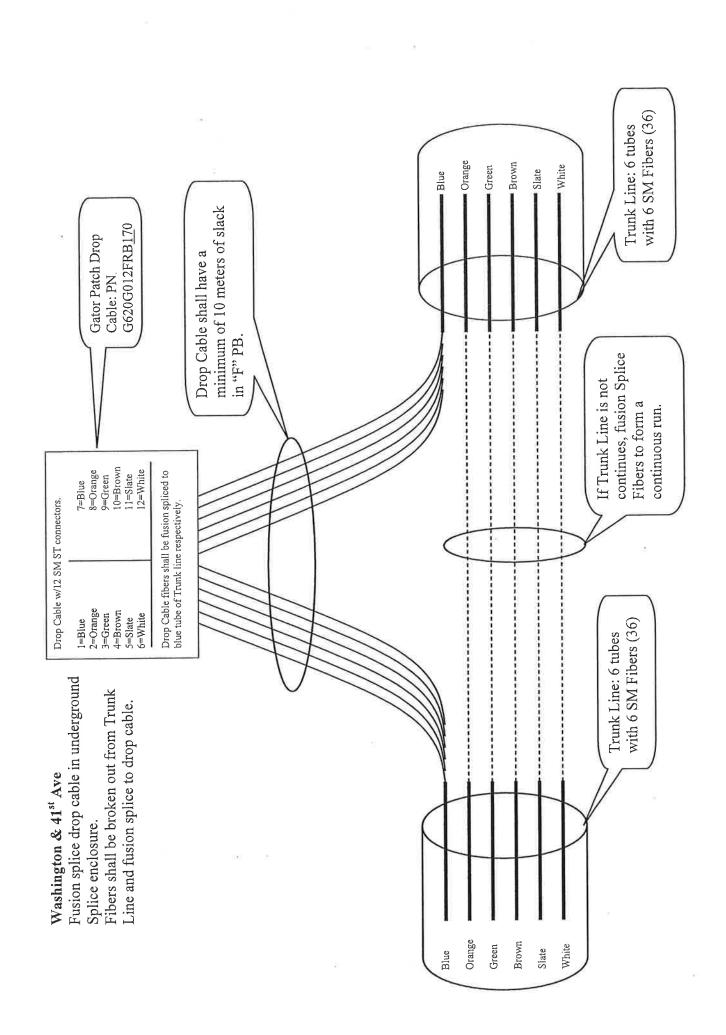


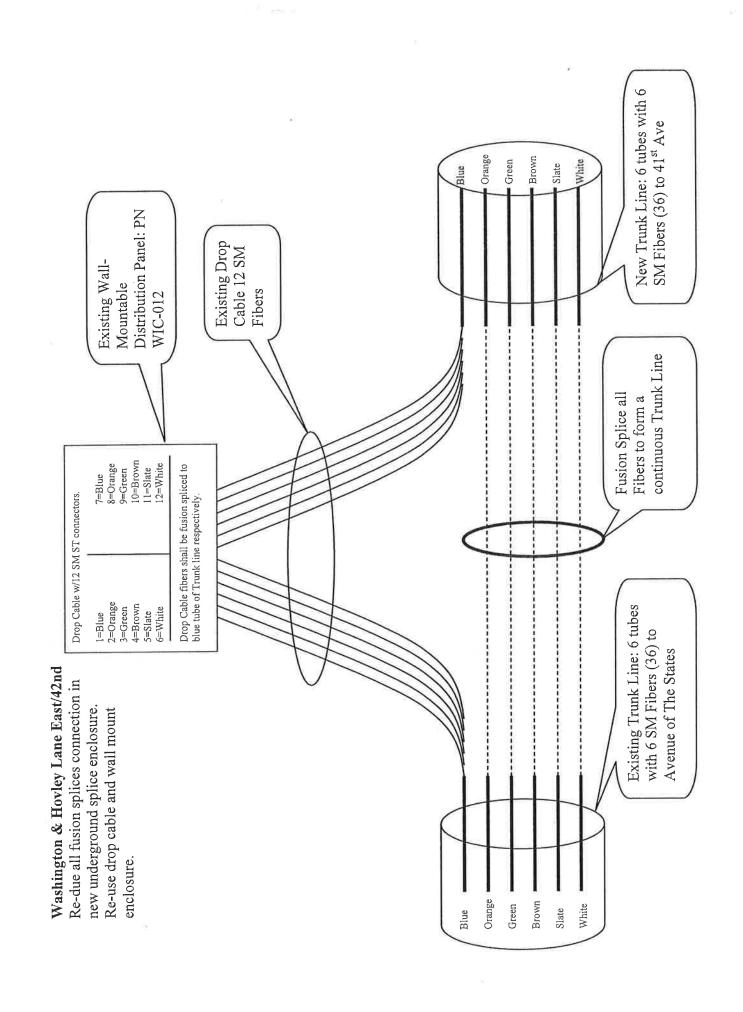
SCF-ST-116 | Drawing ZA-2274



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# OFFICE OF CLERK OF THE BOARD OF SUPERVISORS 1st FLOOR, COUNTY ADMINISTRATIVE CENTER P.O. BOX 1147, 4080 LEMON STREET

RIVERSIDE, CA 92502-1147 PHONE: (951) 955-1060 FAX: (951) 955-1071 KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR Assistant Clerk of the Board

May 20, 2010

THE PRESS ENTERPRISE ATTN: LEGALS PO BOX 792 RIVERSIDE, CA 92501

VIA FAX (951) 368-9018

E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: WASHINGTON ST & 41<sup>ST</sup> AVE. PROJ. NO. CO-0538

To Whom It May Concern:

Attached is a copy for publication in your newspaper for TEN (10) TIMES:

Sunday	- May 23, 2010	Friday	<ul> <li>May 28, 2010</li> </ul>
Monday	- May 24, 2010	Saturday	- May 29, 2010
Tuesday	- May 25, 2010	Sunday	- May 30, 2010
Wednesday	- May 26, 2010	Monday	- May 31, 2010
Thursday	- May 27, 2010	Tuesday	- June 1, 2010

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

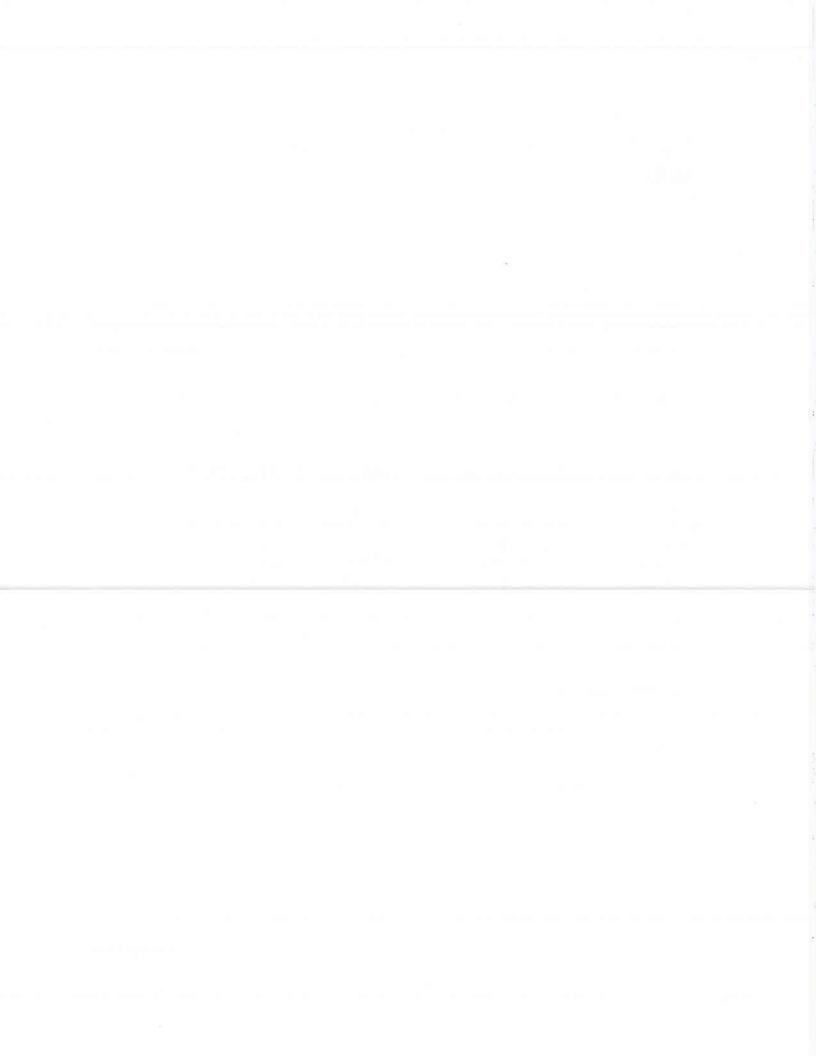
NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to KECIA HARPER-IHEM, CLERK OF THE BOARD



## Gil, Cecilia

From:

PE Legals [legals@pe.com]

Sent:

Thursday, May 20, 2010 11:05 AM

To:

Gil, Cecilia

Subject:

RE: FOR PUBLICATION: BIDS: WASHINGTON ST & 41ST AVE.

### Received for publication from May 23 to June 1

Thank You! ~Maria G. Tinajero = The Press Enterprise Legal Adv. = 1.800.880.0345 (Phone) = 951.368.9018 (fax) = Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

From: Gil, Cecilia [mailto:CCGIL@rcbos.org]
Sent: Thursday, May 20, 2010 10:55 AM

To: PE Legals

Subject: FOR PUBLICATION: BIDS: WASHINGTON ST & 41ST AVE.

Good Morning! Attached is a Notice Inviting Bids for publication from May 23 to June 1, 2010. Please confirm. THANK YOU!

## Cecilia Gil

Board Assistant to the Clerk of the Board of Supervisors 951-955-8464

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE. PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

*	



# OFFICE OF CLERK OF THE BOARD OF SUPERVISORS

1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147

PHONE: (951) 955-1060 FAX: (951) 955-1071 KECIA HARPER-IHEM Clerk of the Board of Supervisors

KIMBERLY A. RECTOR Assistant Clerk of the Board

May 20, 2010

THE DESERT SUN ATTN: LEGALS PO BOX 2734 PALM SPRINGS, CA 92263

VIA FAX (760) 778-4731

E-MAIL: legals@thedesertsun.com

RE: NOTICE INVITING BIDS: WASHINGTON ST & 41<sup>ST</sup> AVE. PROJ. NO. CO-0538

To Whom It May Concern:

Attached is a copy for publication in your newspaper for FIVE (5) TIMES:

Wednesday

- May 26, 2010

Thursday

- May 27, 2010

Friday

- May 28, 2010

Saturday

- May 29, 2010

Sunday

- May 30, 2010

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to KECIA HARPER-IHEM, CLERK OF THE BOARD

### Gil, Cecilia

From:

Moeller, Charlene [CMOELLER@palmspri.gannett.com]

Sent:

Thursday, May 20, 2010 11:05 AM

To:

Gil, Cecilia

Subject:

RE: FOR PUBLICATION: WASHINGTON ST & 41ST AVE.

# Ad received and will publish on date(s) requested.

Charlene Moeller
Public Notice Customer Service Rep.
The Desert Sun Newspaper
750 N. Gene Autry Trail, Palm Springs, CA 92262
(760) 778-4578, Fax (760) 778-4731
Desert Sun legals@thedesertsun.com

& Desert Post Weekly <a href="mailto:dpwlegals@thedesertsun.com">dpwlegals@thedesertsun.com</a>

The Coachella Valley's #1 Source in News & Advertising! Visit us at mydesert.com

NOTE: Starting on March 29th, there will be a \$10 affidavit processing fee added to the cost of each Public Notice

From: Gil, Cecilia [mailto:CCGIL@rcbos.org]
Sent: Thursday, May 20, 2010 10:56 AM

To: tds-legals

Subject: FOR PUBLICATION: WASHINGTON ST & 41ST AVE.

Good Morning! Attached is a Notice Inviting Bids for publication from May 26 to May 30, 2010. Please confirm. THANK YOU!

## Cecilia Gil

Board Assistant to the Clerk of the Board of Supervisors 951-955-8464

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

#### **NOTICE INVITING BIDS**

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

# TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41<sup>ST</sup> AVENUE PROJECT NO. CO-0538

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, June 9, 2010, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated December 2009, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$30.00 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 or C-10 license at the time of bid submission.

Engineering Estimate:

\$ 242,000.00 - \$282,000.00

Bid Bond

10%

Performance Bond

100%

Payment Bond

100%

Working Days

35 Days

www.tlma.co.riverside.ca.us/trans

Dated: May 20, 2010

Kecia Harper-Ihem, Clerk of the Board

By: Cecilia Gil, Board Assistant

### THE PRESS-ENTERPRISE PECOM

## Legal Advertising Invoice

REMITTANCE ADDRESS POST OFFICE BOX 12009 RIVERSIDE, CA 92502-2209 FAX (951) 368-9026

BILLING PERIOD

ADVERTISING/CLIENT NAME

06/01/10 - 06/01/10 © BILLING DATE

BOARD OF SUPERVISORS FOR BILLING INFORMATION CALL

@ PAGE NO

06/01/10 TOTAL AMOUNT DUE (951) 368-9713

955.90

Due Upon Receipt

BILLED ACCOUNT NAME AND ADDRESS

6 BILLED ACCOUNT NUMBER | REP NO

045202

LE04

BOARD OF SUPERVISORS COUNTY OF RIVERSIDE P.O. BOX 1147 RIVERSIDE CA 92502

Statement #:

56544163 Amount Paid \$ Your Check #

#### PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

© DATE	PEPERENCE	® ® DESCRIPTION-OTHER COMMENTS/CHARGES	(© SAU SIZE (© SILLED UNITS)	® RATE	® GROSS AMOUNT @ NET AMOUNT
05/23	4189972 CO	NIB - WASHINGTON ST & 41ST AVE. Class: 10 Ctext Ad# 10272867	79 L	1.30	102.70
05/24	4189972 CO	Placed By : Cecilia Gil NIB - Class : 10 Ctext Ad# 102/200/	79 L	1.20	94.80
05/25	4189972 CO	Placed By : Cecilia Gil NIB - BCDMC 1991-1991 Class : 10 Ctext Ad# 10272867	79 L	1.20	94.80
05/26	4189972 CO	Placed By : Cecilia Gil NIB - PCENC TUBELLA TO THE COLOR OF THE COLOR	79 L	1.20	94.80
05/27	4189972 CO	Placed By : Cecilia Gil NIB - Popus Class : 10 Ctext Ad# 10272867	79 L	1,20	94.80
05/28	4189972 CO	Placed By : Cecilia Gil NIB - RCOMO TUBATTENT TREATMEN Class : 10 Ctext Ad# 10272867	79 L	1.20	94.80
05/29	4189972 CO	Placed By : Cecilia Gil NIB - Record Involved Class : 10 Ctext Ad# 10272867	79 L	1.20	94.80
05/30	4189972 CO	Placed By : Cecilia Gil NIB - Posta - Property Colors : 10 Ctext Ad# 10272867	79 L	1.20	94.80
05/31	4189972 CO	Placed By : Cecilia Gil NIB - Porta - Property Class : 10 Ctext Ad# 10272867	79 L	1.20	94.80
06/01	4189972 CO	Placed By : Cecilia Gil NIB - Class : 10 Ctext Ad# 10272867	79 L	1.20	94.80
		Placed By : Cecilia Gil	Trans	p .	,
			3.68	p.   05/18	10 2 50
	i		1160	<b>y</b>	ZOIO JU
					N CO

5) CUBRENT HET AVOINT DUE 22 SG DAYS	60 DAYS OVER 90 DAYS UNAFFELE	PLEASE PAY     THIS AMOUNT
		₹ 955.90

THE PRESS-ENTERPRISE PROOF

P.O. BOX 12009 RIVERSIDE, CA 92502-2209 TELEPHONE (951) 368-9711 (951) 368-9720 [] (951) 368-9713

**ADVERTISING** STATEMENT/INVOICE

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

STATEMENT NUMBER	ADVERTISER INFORMATION								
	BILLING PERIOD	O BILLED ACCOU	INT NUMBER OADVERTISERA	CLIENT NUMBER Ø ADVERTISER/CLI	ENT NAME				
56544163	06/01/10 - 06/01	1/10 04	45202	BOARD OF SUPER	RVISORS				

## THE PRESS-ENTERPRISE

3450 Fourteenth Street Riverside CA 92501-3878 951-684-1200 951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P.)

Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc .: NIB - WASHINGTON ST. & 41st AVE .

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673 and under date of August 25, 1995, Case Number 267864; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

05-23-10 05-24-10 05-25-10 05-26-10 05-27-10 05-28-10 05-29-10 05-30-10 05-31-10 06-01-10

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: Jun. 1, 2010 At: Riverside, California

BOARD OF SUPERVISORS

P.O. BOX 1147 COUNTY OF RIVERSIDE RIVERSIDE CA 92502

Ad #: 10272867

PO #:

Agency #:

#### Ad Copy:

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

TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41ST AVENUE PROJECT NO. CO-0538

PROJECT NO. CO-0538

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, June 9, 2010, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated December 2009, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$30.00 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 \*4" license or

The Contractor is required to have a Class "A" license or C-10 license at the time of bid submission.

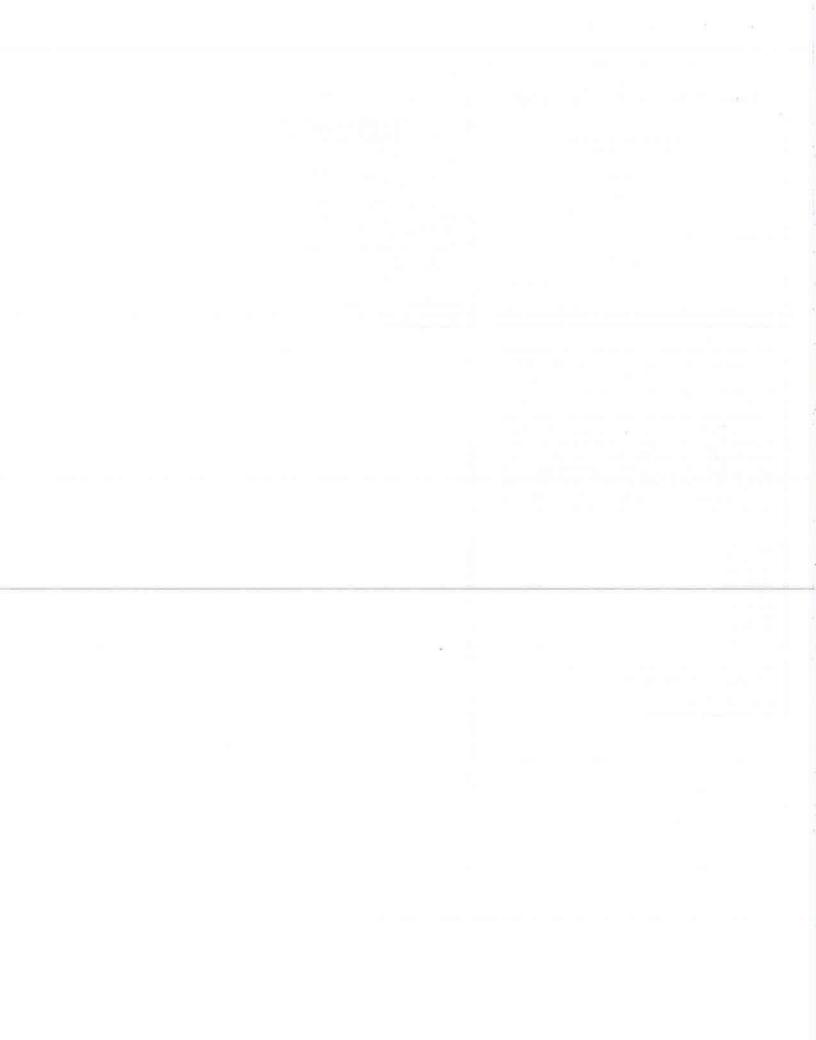
Engineering Estimate: Bid Bond 10%
Performance Bond 100%

100% 35 Days

Bid Bond Performance Bond Payment Bond Working Days

www.tlma.co.riverside.ca.us/trans Dated: May 20, 2010

2010 Kecia Harper-Ihem, Clerk of the Board By: Cecilia Gil, Board Assistant 5/23-6/1



#### Gil, Cecilia

From:

PE Legals [legals@pe.com]

Sent:

Thursday, June 10, 2010 3:17 PM

To: Subject:

Gil, Cecilia RE: invoice

Hi Cecilia, Are you referring to the description (NIB – RCRMC INPATIENT TREAT...)? If that is what you are referring to, Holly input the ad and didn't change it from the original ad that she picked up from. So the ad & cost should be correct. It's just the description that is incorrect.

Thank You! ~Maria G. Tinajero • The Press Enterprise Legal Adv. • 1.800.880.0345 (Phone) • 951.368.9018 (fax) • Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

**From:** Gil, Cecilia [mailto:CCGIL@rcbos.org] **Sent:** Thursday, June 10, 2010 3:06 PM

**To:** PE Legals **Subject:** invoice

Maria,

Can you please check this invoice...it doesn't match the actual AD, so I'm not sure if the price is also correct? thanks!

#### Cecilia Gil

Board Assistant to the Clerk of the Board of Supervisors 951-955-8464

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE. PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

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# The Desert Sun

mydesert.com

750 N. Gene Autry Trail Palm Springs, CA 92262 Billing Inquiries: (866) 875–0854 Main Office: (760) 322–8889 Make Checks payable to DESERT SUN PUBLISHING CO. P.O. Box 677368 Dallas, TX 75267-7368

A finance charge of 1.5% per month(18% Annually) will be added to balances not paid by the 20th.

136

#### RIV0690000037595700123508310826

RIVERSIDE COUNTY-BOARD OF SUP. PO BOX 1147 RIVERSIDE CA 92502-1147

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer No.	Invoice No.
RIV069	0003759570
For the Period	Thru
05/03/10	05/30/10
	7 THE R. P. LEW.
Due Date	Amount Due
06/14/10	12,350.83
AMOUNT PAID	

Date	EDT	Class		Description			Col	Depth	Total Size	Rate	Amount
0512 0515 0523 0523 0526 0526 0526	CLS CLS CLS CLS CLS CLS CLS	0001 0001 0001 0001 0001 0001 0001	BALANCE FORWARD COMMERCIAL PAYMENT THANK YOU COMMERCIAL PAYMENT THANK YOU PAYMENT - THANK YOU CECILIA NO 1848 NOTICE I CECILIA NO 1983 NOTICE O CECILIA NO 2083 BOARD OF CECILIA NO 2209+ / ORD 7 CECILIA NO 2236 BOARD OF CECILIA NO 2236 BOARD OF CECILIA NO 2237 NOTICE O CECILIA NO 2238 NOTICE I CECILIA NO 2338 NOTICE I CECILIA NO 2338 NOTICE O				2 2 2 4 2 2 2 2 2	247.00 10.00 127.00 75.00 99.00 44.00	2296.00 3316.00 988.00 80.00 300.00 396.00 880.00 1824.00	) /#8	12,697.95 3,044.68- 1,730.86- 1,000.00- 968.84 1,392.14 426.02 939.60 226.82 140.50 180.34 381.20 772.96
Current Over		r 30 Days	30 Days Over 60 Days Over 90 Days Ov		Over 120	ver 120 Days <b>Total Due</b>					
5,428.42		6,	732.91	.00	.00	189.	50		12,	350.83	
Contract Type		Contr	act Qnty.	Expiration Date	Current Usage	Total U	sed	Quan	tity Remair	ning	Salesperson
										N	10ELLER

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

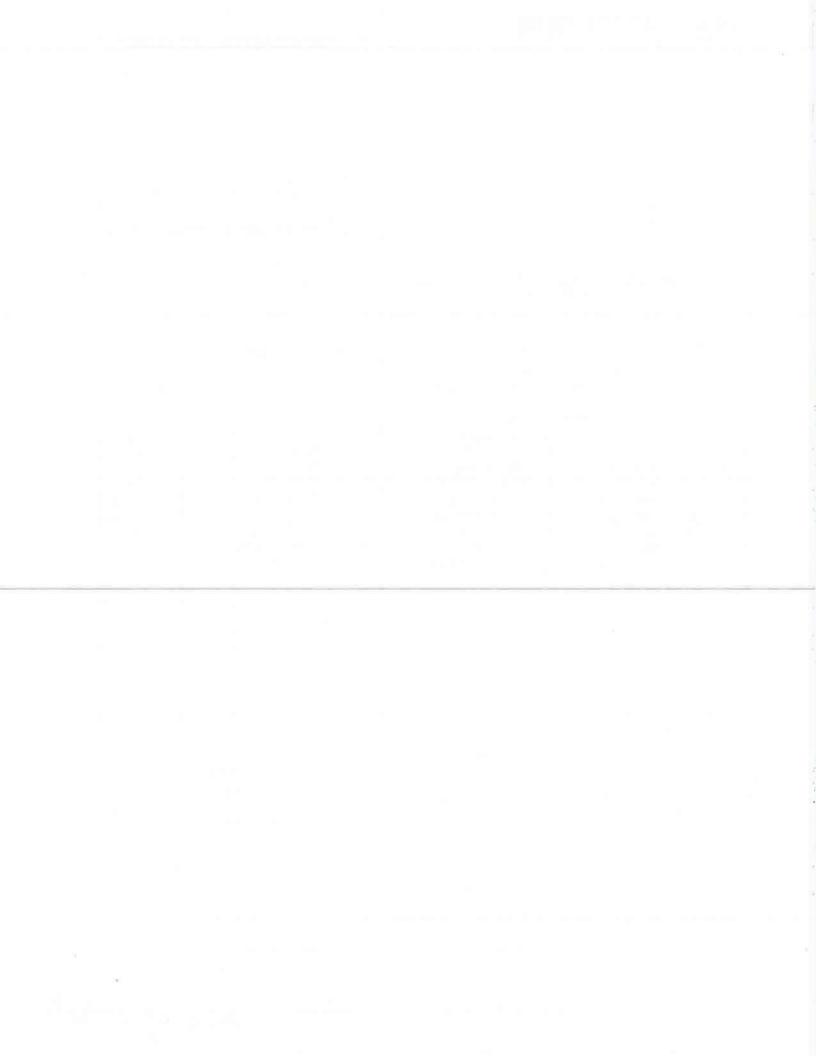
TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0003759570	

THE DESERT SUN PUBLISHING CO.
ADVERTISING INVOICE/STATEMENT

3.68 ef 05/18/10

MOSIABBAGS TO GRAVOR MARKA



The Desert Sun

750 N Gene Autry Trail Palm Springs, CA 92262 760-778-4578 / Fax 760-778-4731

#### State Of California ss: County of Riverside

#### Advertiser:

RIVERSIDE COUNTY-BOARD OF SUP. 4080 LEMON ST **RIVERSIDE** 925013 CA

2000207114

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper:

.The Desert Sun

5/26/2010

5/27/2010

5/28/2010

5/29/2010

5/30/2010

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 30th day of May, 2010 in Palm Springs, California.

Declarant

#### **Certificate of Publication**

#### No 2238

#### NOTICE INVITING BIDS

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

TRAFFIC SIGNAL AND LIGHTING PROJECT AT THE INTERSECTION OF WASHINGTON STREET AND 41ST AVENUE PROJECT NO. CO-0538

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, June 9, 2010, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated December 2009, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$30.00 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 or C-10 license at the time of bid submission.

Engineering Estimate: \$ 242,000.00 - \$282,000.00 Bid Bond 10% Performance Bond 100% Payment Bond 100% Working Days 35 Days

www.tlma.co.riverside.ca.us/trans

Dated: May 20, 2010 Kecia Harper-Ihem, Clerk of the Board By: Cecilia Gil, Board Assistant

Published: 5/26 thur 5/30/2010

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