

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

122A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 1, 2010

SUBJECT: Countywide Traffic Signal LED retrofit for Illuminated Street Name Signs and Yellow Traffic Signal Indications.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the specifications and contract documents for the Countywide Traffic Signal LED retrofit for Illuminated Street Name Signs and yellow Traffic Signal Indications; and,
2. 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, October 6, 2010, at which time bids will be opened; and,

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 632,975	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011
SOURCE OF FUNDS: Gas Tax (13.8%), Energy Efficiency & Conservation Block Grant-ARRA (84%), Miscellaneous, [SCE] (2.2%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor 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
Absent: None
Date: September 14, 2010
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 6/2/09, 3.36; 11/24/09, 3.62; 1/5/10, 9.8; 5/25/10, 3.15 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

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

FORM APPROVED BY COUNTY CLERK DATE: 09/10/10 NEAL R. KIPNIS Departmental Concurrence

The Honorable Board of Supervisors

RE: Countywide Traffic Signal LED retrofit for Illuminated Street Name Signs and Yellow Traffic Signal Indications.

September 1, 2010

Page 2 of 2

BACKGROUND:

The Transportation Improvement Program (TIP) provides for the replacement and retrofitting of traffic signals with the subject improvements. This project includes replacing and retrofitting existing yellow traffic signal indications and illuminated street name signs with new LED modules throughout Riverside County at various signalized intersections. The various locations are listed in Attachment "A".

The retrofitting of non-LED indications, with energy efficient LED modules, will reduce power consumption and prolong traffic signal operation when operating on battery power during power outages. This project is complimentary to a separate project being pursued by the Transportation Department to gradually install battery backup systems to provide for safer Traffic signal operation during outages.

On November 24, 2009 the Board of Supervisors approved the traffic signal LED retrofit to be funded by the Energy Efficiency & Conservation Block Grant (EECBG) program. On April 2, 2010 the Department of Energy (DOE) awarded the grant to the County in the amount of \$6,591,600 for this traffic signal LED project and various other County Energy Efficiency projects. Funds for the Countywide LED retrofit for Yellow Traffic Signal Indications and Illuminated Street Name Signs were approved, for the construction phase, in the amount of \$607,000. This project will create jobs, improve traffic signal operation and conserve energy.

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

Project No.: C0-0543

COUNTYWIDE TRAFFIC SIGNAL LED RETROFIT FOR YELLOW TRAFFIC SIGNALS AND ILLUMINATED STREET NAME SIGNS ATTACHMENT "A"

COUNTYWIDE TRAFFIC SIGNAL LED RETROFIT FOR YELLOW TRAFFIC SIGNALS AND ILLUMINATED STREET NAME SIGNS

NO.	INTERSECTION		AREA	ISNS		YELLOW LED		
				6'	8'	12" ARROW	12" BALL	PV
1	BEAUMONT AVE	BROOKSIDE AVE	BEAUMONT	4	-	8	12	-
2	CHERRY VALLEY BLV	BEAUMONT AVE	BEAUMONT	3	1	6	8	2
3	CHERRY VALLEY BLV	BEAUMONT HIGH SCHOOL NORTH ENTRANCE	BEAUMONT	3	1	-	-	-
4	FRED WARING DR	DUNE PALMS RD	BERMUDA DUNES	-	3	4	7	-
5	YUCCA LN	42ND AVE	BERMUDA DUNES	4	-	4	12	-
6	BROADWAY ST	MAIN ST	CABAZON	4	-	4	13	-
7	JOHNSON LN	SEMINOLE DR	CABAZON	3	-	4	8	-
8	PALM DRIVE	VARNER RD	CATHEDRAL CITY	4	-	-	-	-
9	CAMPBELL RANCH RD / DE PALMA RD	INDIAN TRUCK TR	CORONA	1	3	-	-	-
10	DE PALMA RD	SANTIAGO CANYON RD	CORONA	3	1	-	-	-
11	EL CERRITO RD	EVELYN ST	CORONA	4	-	-	-	-
12	KNABE RD	CLAYSTONE AVE	CORONA	3	-	-	-	-
13	KNABE RD	FOREST BOUNDARY RD	CORONA	1	2	-	-	-
14	KNABE RD	WEIRICK ROAD	CORONA	4	-	-	-	-
15	MAYHEW CANYON RD	TODD ELEMENTARY RD	CORONA	1	2	-	-	-
16	TEMESCAL CANYON RD	CAMPBELL RANCH RD	CORONA	3	-	-	-	-
17	TEMESCAL CANYON RD	DAWSON CANYON RD	CORONA	-	4	2	9	-
18	TEMESCAL CANYON RD	TRILGY PKWY	CORONA	2	1	3	9	-
19	TRILGY PKWY	THE LODGE ENTRANCE	CORONA	3	-	-	-	-
20	TRILGY PKWY	WARM SPRINGS DR	CORONA	4	-	-	-	-
21	DILLON RD	MOUNTAIN VIEW RD	DESERT HOT SPRINGS	2	2	4	12	-
22	DILLON RD	PALM DR	DESERT HOT SPRINGS	4	-	4	12	4
23	ARCHIBALD AVE	65TH ST	EASTVALE	4	-	-	-	-
24	ARCHIBALD AVE	BRANDING IRON DR / WHISPERING HILLS	EASTVALE	2	2	-	-	-
25	ARCHIBALD AVE	CHANDLER ST	EASTVALE	4	-	-	-	-
26	ARCHIBALD AVE	EASTVALE PKY / SMITH RIVER RD	EASTVALE	3	1	4	16	-
27	ARCHIBALD AVE	HIDDEN WATER RD	EASTVALE	4	-	-	-	-
28	ARCHIBALD AVE	MARKETPLACE WAY	EASTVALE	4	-	-	-	-
29	ARCHIBALD AVE	PRADO BASIN PARK RD / CORBIN DR	EASTVALE	3	1	-	-	-
30	ARCHIBALD AVE	RIVER RD / KENDRA LN	EASTVALE	8	-	-	-	-
31	ARCHIBALD AVE	SCHLEISMAN RD	EASTVALE	4	-	-	-	-
32	ARCHIBALD AVE	WIND RIVER DR / GRAPEWIN ST	EASTVALE	4	-	-	-	-
33	BELLEGRAVE AVE	HAMNER AVE	EASTVALE	7	-	8	12	-
34	BELLEGRAVE AVE	HOMECOMING	EASTVALE	4	-	4	14	-
35	BELLEGRAVE AVE	WINEVILLE AVE	EASTVALE	4	-	-	-	-
36	CANTU GALLEANO RANCH RD	PRIVATE DRWY	EASTVALE	-	1	-	-	-
37	CANTU-GALLEANO RANCH RD	REGAN DR	EASTVALE	2	1	-	-	-
38	CANTU-GALLEANO RANCH RD	WINEVILLE AVE	EASTVALE	2	2	-	-	-
39	CITRUS ST	ROOSEVELT HIGH SCHOOL DRIVEWAY	EASTVALE	2	2	-	-	-
40	CLEVELAND AVE	AUBURN RD	EASTVALE	4	-	-	-	-
41	CLEVELAND AVE	CITRUS ST	EASTVALE	4	-	-	-	-
42	CLEVELAND AVE	ORANGE ST	EASTVALE	3	-	-	-	-
43	HAMNER AVE	65TH ST	EASTVALE	4	-	-	-	-
44	HAMNER AVE	68TH ST	EASTVALE	4	-	-	-	-

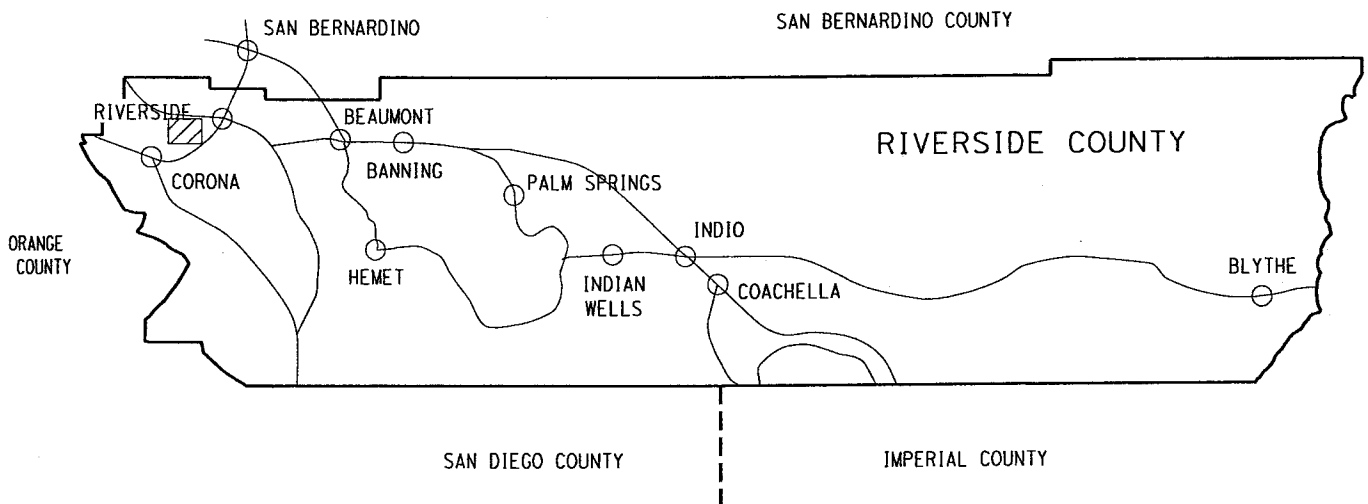
NO	INTERSECTION		AREA	ISNS		YELLOW LED		
				6'	8'	12" ARROW	12" BALL	PV
45	HAMNER AVE	AMBERHILL AVE	EASTVALE	4	-	-	-	-
46	HAMNER AVE	EASTVALE GATEWAY	EASTVALE	1	2	6	16	-
47	HAMNER AVE	OAKDALE ST	EASTVALE	4	-	-	-	-
48	HAMNER AVE	SCHLEISMAN RD	EASTVALE	4	-	-	-	-
48	HAMNER AVE	SWAN LAKE	EASTVALE	3	-	-	-	-
50	HARRISON AVE	65TH ST	EASTVALE	4	-	-	-	-
51	HARRISON AVE	CITRUS ST	EASTVALE	3	-	-	-	-
52	HARRISON AVE	STAR RUBY AVE	EASTVALE	4	-	-	-	-
53	HARRISON AVE	WHISPERING HILLS DR	EASTVALE	1	2	-	-	-
54	LIMONITE AVE	ARCHIBALD AVE	EASTVALE	4	-	-	-	-
55	LIMONITE AVE	CLEVELAND AVE	EASTVALE	3	-	-	-	-
56	LIMONITE AVE	CLOVERDALE MARKET PLACE	EASTVALE	4	-	-	-	-
57	LIMONITE AVE	EASTVALE GATEWAY	EASTVALE	4	-	-	-	-
58	LIMONITE AVE	HAMNER AVE	EASTVALE	4	-	-	-	-
59	LIMONITE AVE	HARRISON AVE	EASTVALE	4	-	-	-	-
60	LIMONITE AVE	SUMNER AVE	EASTVALE	4	-	-	-	-
61	ORANGE ST	SUMNER AVE	EASTVALE	4	-	-	-	-
62	SCHLEISMAN RD	ALDERGATE ST / WHITE WELL ST	EASTVALE	4	-	-	-	-
63	SCHLEISMAN RD	CLEVELAND AVE	EASTVALE	4	-	-	-	-
64	SCHLEISMAN RD	GYPSUM CREEK DR	EASTVALE	2	2	-	-	-
65	SCHLEISMAN RD	HARRISON AVE	EASTVALE	4	-	-	-	-
66	SCHLEISMAN RD	KENTON PL / ENCLAVE DR	EASTVALE	4	-	-	-	-
67	SCHLEISMAN RD	QUARTER HORSE DR	EASTVALE	3	-	-	-	-
68	SCHLEISMAN RD	SUMNER AVE	EASTVALE	4	-	-	-	-
69	ARMSTRONG RD / VALLEY WY	34TH ST	FONTANA	4	-	8	12	-
70	COUNTRY CLUB DR	COUNTRY VILLAGE	FONTANA	2	-	3	6	-
71	COUNTRY VILLAGE RD	VESADA WAY	FONTANA	2	-	-	-	-
72	ETIWANDA AVE	PHILADELPHIA AVE	FONTANA	2	2	4	16	1
73	BENTON RD	CADY RD	FRENCH VALLEY	4	-	-	-	-
74	BENTON RD	MADDALENA RD	FRENCH VALLEY	4	-	-	-	-
75	BENTON RD	TEMEKUJ ST	FRENCH VALLEY	4	-	-	-	-
76	LEON RD	LANTANA WAY / BUSH CLOVER WAY	FRENCH VALLEY	4	-	-	-	-
77	LEON RD	PENNEYCRESS LN	FRENCH VALLEY	4	-	-	-	-
78	MURRIETA HOT SPRINGS RD	CALISTOGA DR	FRENCH VALLEY	2	2	8	12	-
79	POURROY RD	BROWNING ST / ENCANTO	FRENCH VALLEY	4	-	4	11	-
80	POURROY RD	PROMONTORY PKY	FRENCH VALLEY	3	-	2	8	-
81	WASHINGTON ST	FIELDS DR	FRENCH VALLEY	4	-	-	-	-
82	MISSION BLV	BELLEGRAVE AVE / FELSPAR ST	GLEN AVON	4	-	-	-	-
83	MISSION BLV	BELLEGRAVE AVE / KENNETH ST	GLEN AVON	4	-	2	11	3
84	MISSION BLV	BEN NEVIS BLV / SAN SEVAINE WY	GLEN AVON	4	-	6	10	5
85	MISSION BLV	PEDLEY RD	GLEN AVON	4	-	7	9	4
86	MISSION BLV	PYRITE ST	GLEN AVON	4	-	6	12	2
87	VAN BUREN BLV	ETIWANDA AVE	GLEN AVON	4	-	8	16	-
88	MISSION BLV	GLEN ST	GLEN AVON	4	-	4	10	-
89	MISSION BLV	LINDSAY ST	GLEN AVON	4	-	-	13	-
90	VAN BUREN BLV	RUTILE ST	GLEN AVON	4	-	4	15	1
91	CENTER ST	STEPHENS AVE	GRAND TERRACE	4	-	2	11	-

NO	INTERSECTION		AREA	ISNS			YELLOW LED		
				6'	8'	12" ARROW	12" BALL	PV	
92	ACACIA AVE	GIRARD ST	HEMET	4	-	-	-	-	-
93	ACACIA AVE	STANFORD ST	HEMET	4	-	-	12	-	-
94	ACACIA AVE	YALE ST	HEMET	4	-	-	-	-	-
95	DOMENIGONI PKWY	WARREN RD	HEMET	4	-	2	16	2	2
96	STETSON AVE	COLUMBIA ST	HEMET	4	-	2	10	2	2
97	STETSON AVE	DARTMOUTH ST	HEMET	4	-	-	-	-	-
98	STETSON AVE	GIRARD ST	HEMET	4	-	2	10	2	2
99	STETSON AVE	SAN JACINTO ST	HEMET	4	-	2	13	2	2
100	STETSON AVE	STADIUM WY	HEMET	4	-	-	-	-	-
101	STETSON AVE	STANFORD ST	HEMET	4	-	8	10	-	-
102	CENTER ST	IOWA AVE	HIGHGROVE	-	-	8	7	-	-
103	MAGNOLIA AVE	BYRON ST	HOME GARDENS	4	-	4	12	-	-
104	MAGNOLIA AVE	GRANT ST	HOME GARDENS	4	-	4	12	-	-
105	MAGNOLIA AVE	LINCOLN ST	HOME GARDENS	4	-	3	10	2	2
106	MAGNOLIA AVE	MCKINLEY ST	HOME GARDENS	4	-	8	12	-	-
107	ETIWANDA AVE	58TH ST	JURUPA	4	-	2	14	2	2
108	ETIWANDA AVE	JURUPA RD	JURUPA	4	-	2	14	2	2
109	LIMONITE AVE	AVE JUAN BAUTISTA	JURUPA	2	2	2	16	2	2
110	LIMONITE AVE	BAIN ST	JURUPA	3	-	3	8	-	-
111	LIMONITE AVE	CAMINO REAL	JURUPA	-	-	4	10	-	-
112	LIMONITE AVE	CLAY ST	JURUPA	4	-	6	10	3	3
113	LIMONITE AVE	COLLINS ST	JURUPA	4	-	8	9	-	-
114	LIMONITE AVE	DE ANZA PLAZA	JURUPA	-	-	1	9	2	2
115	LIMONITE AVE	DOWNEY ST	JURUPA	4	-	-	-	-	-
116	LIMONITE AVE	ETIWANDA AVE	JURUPA	4	-	4	14	2	2
117	LIMONITE AVE	LUCRETIA AVE	JURUPA	3	-	-	-	-	-
118	LIMONITE AVE	PATS RANCH RD	JURUPA	4	-	-	-	-	-
119	LIMONITE AVE	PEDLEY RD/MORTON AVE	JURUPA	6	-	4	13	-	-
120	LIMONITE AVE	PERALTA PL	JURUPA	4	-	4	12	-	-
121	LIMONITE AVE	RIVERVIEW DR	JURUPA	4	-	4	11	2	2
122	LIMONITE AVE	VAN BUREN BLV - ON/OFF RAMPS	JURUPA	1	2	2	9	1	1
123	PATS RANCH RD	65TH ST	JURUPA	4	-	-	-	-	-
124	PATS RANCH RD	MALL ENTRANCE	JURUPA	3	-	-	-	-	-
125	GRAND AVE	AUDELO ST/PATRICK CT	LAKE ELSINORE	-	-	4	14	-	-
126	GRAND AVE	GREGORY PL	LAKE ELSINORE	4	-	-	-	-	-
127	GRAND AVE	ONTARIO WY	LAKE ELSINORE	3	-	-	-	-	-
128	CAJALCO EXPY	HARVILL AVE	MEAD VALLEY	2	2	10	14	-	-
129	CAJALCO RD	BROWN ST	MEAD VALLEY	4	-	4	10	-	-
130	CAJALCO RD	CLARK ST	MEAD VALLEY	4	-	2	10	2	2
131	CAJALCO RD	GAVILAN RD	MEAD VALLEY	3	-	-	-	-	-
132	CAJALCO RD	HARLEY JOHN RD/ SMITH RD	MEAD VALLEY	4	-	-	-	-	-
133	EL SOBRANTE RD	FIRE STATION	MEAD VALLEY	4	-	-	-	-	-
134	ETIWANDA AVE	CANTU-GALLEANO RANCH RD	MIRA LOMA	2	2	4	13	-	-
135	ETIWANDA AVE	HOPKINS ST	MIRA LOMA	4	-	4	14	-	-
136	ETIWANDA AVE	IBERIA ST	MIRA LOMA	4	-	4	14	-	-
137	ETIWANDA AVE	RIVERSIDE DR	MIRA LOMA	4	-	8	11	-	-
138	VAN BUREN BLV	BELLEGRAVE AVE	MIRA LOMA	4	-	-	-	-	-

NO	INTERSECTION	AREA	ISNS		YELLOW LED		
			6'	8'	12" ARROW	12" BALL	PV
139	VAN BUREN BLV	JURUPA RD	4	-	8	12	-
140	BELLEGRAVE AVE	ETIWANDA AVE	4	-	2	16	2
141	CANTU-GALLEANO RANCH RD	ARNOLD RD (REGAN)	2	1	-	-	-
142	ETIWANDA AVE	HARREL ST	4	-	4	14	-
143	LIMONITE AVE	WINEVILLE AVE	4	-	5	12	3
144	RECHE CANYON RD	RECHE VISTA DR	3	-	-	-	-
145	BENTON RD	POURROY RD	4	-	-	-	-
146	MURRIETA HOT SPRINGS RD	SKY CANYON DR	2	2	8	12	-
147	MURRIETA HOT SPRINGS RD	TOWNVIEW AVE	2	2	8	12	-
148	SCOTT RD	BREIGHTON WOOD ST	3	1	-	-	-
149	NUEVO RD	DUNLAP DR	4	-	-	-	-
150	RAMONA EXPY	DAVIS RD/HANSEN AVE	4	-	-	-	-
151	VARNER RD	CLASSIC CLUB BLV	2	2	-	-	-
152	VARNER RD	COOK ST / CHASE SCHOOL RD	4	-	8	16	-
153	VARNER RD	LEOPARD ST	3	-	3	10	-
154	VARNER RD	MONTEREY AVE	4	-	7	11	3
155	WASHINGTON ST	DEL WEBB BLV / LOS MONTANAS	4	-	10	11	-
156	WASHINGTON ST	MARKET PLACE (700' N/O VARNER RD)	-	4	4	13	-
157	VAN BUREN BLV	CLAY ST	4	-	8	11	-
158	CLAY ST	LINARES AVE	4	-	4	7	-
159	JURUPA RD	CAMINO REAL	4	-	-	-	-
160	LIMONITE AVE	BALDWIN AVE	4	-	4	15	-
161	LIMONITE AVE	EL PALOMINO DR	4	-	4	13	-
162	LIMONITE AVE	FELSPAR ST	3	-	-	-	-
163	LIMONITE AVE	SPECTRUM CENTER *	3	-	3	9	2
164	HARVILL AVE	DAYTONA COVE	4	-	-	-	-
165	SHERMAN AVE	WALNUT AVE	4	-	-	-	-
166	BOB HOPE DR	CASINO	4	-	9	10	-
167	LA SIERRA AVE	LAKE CREST DR	4	-	3	9	-
168	CAJALCO RD	LA SIERRA AVE	3	-	-	-	-
169	CENTRAL AVE	SYCAMORE CANYON BLV	4	-	-	-	-
170	LA SIERRA AVE	BLACKBURN RD	3	-	3	9	-
171	LA SIERRA AVE	LAKE KNOLL PKY	3	-	-	-	-
172	LA SIERRA AVE	MC ALLISTER / ROCKLAND ST	1	2	-	-	-
173	VAN BUREN BLV	HARMON ST	-	-	1	12	4
174	VAN BUREN BLV	MOCKINGBIRD CANYON RD	1	2	5	11	-
175	VAN BUREN BLV	VILLAGE WEST DR	2	1	2	7	1
176	ARMSTRONG RD	SIERRA AVE	4	-	8	9	-
177	MARKET ST	VIA CERRO/24TH ST	4	-	4	13	2
178	MISSION BLV	VALLEY WY	4	-	-	-	-
179	RUBIDOUX BLV / 20TH ST	MARKET ST	1	-	6	12	-
180	AGUA MANSA RD	BROWN AVE	4	-	-	-	-
181	AGUA MANSA RD	R. A. NELSON TRANSFER STA	1	2	-	-	-
182	LIMONITE AVE	PACIFIC AVE	3	-	3	9	-
183	MISSION BLV	AVALON ST	4	-	-	-	-
184	MISSION BLV	CAMINO REAL	4	-	-	-	-
185	MISSION BLV	CRESTMORE RD	4	-	2	14	2

NO.	INTERSECTION	AREA	IISNS		YELLOW LED		
			6'	8'	12" ARROW	12" BALL	PV
186	MISSION BLV	RUBIDOUX	4	-	4	11	-
187	MISSION BLV	RUBIDOUX	3	-	-	-	-
188	MISSION BLV	RUBIDOUX	4	-	4	12	-
189	MISSION BLV	RUBIDOUX	-	-	2	10	2
190	MISSION BLV	RUBIDOUX	4	-	7	10	-
191	MISSION BLV	RUBIDOUX	-	-	4	10	4
192	MISSION BLV	RUBIDOUX	4	-	-	-	-
193	RIVERVIEW DR	RUBIDOUX	4	-	4	12	-
194	RUBIDOUX BLV	RUBIDOUX	4	-	2	10	2
195	RUBIDOUX BLV (PED SIGNAL)	RUBIDOUX	2	-	-	5	-
196	RUBIDOUX BLV / CEDAR AVE	RUBIDOUX	4	-	-	-	-
197	RUBIDOUX BLV / TARRAGONA DR	RUBIDOUX	4	-	-	-	-
198	RAMONA EXPY	SAN JACINTO	3	-	1	10	1
199	RAMONA EXPY	SAN JACINTO	4	-	8	10	-
200	RAMONA EXPY	SAN JACINTO	3	-	-	-	-
201	VARNER RD	SUN CITY PALM	2	2	4	12	-
202	VARNER RD	SUN CITY PALM	2	2	10	14	-
203	WASHINGTON ST	SUN CITY PALM	3	-	4	18	-
204	BUTTERFIELD STAGE RD	TEMECULA	-	4	-	-	-
205	RAMON RD	THOUSAND PALMS	4	-	6	15	-
206	RAMON RD	THOUSAND PALMS	3	-	-	-	-
207	RAMON RD	THOUSAND PALMS	4	-	4	8	4
208	DOMENIGONI PKWY	WINCHESTER	2	2	-	-	-
209	CAJALCO RD	WOODCREST	3	-	2	8	-
210	CAJALCO RD	WOODCREST	3	-	3	7	-
211	VAN BUREN BLV	WOODCREST	3	-	4	9	-
212	VAN BUREN BLV	WOODCREST	3	1	4	10	-
213	VAN BUREN BLV	WOODCREST	3	1	-	-	-
214	VAN BUREN BLV	WOODCREST	3	1	4	12	-
215	VAN BUREN BLV	WOODCREST	4	-	-	-	-
216	VAN BUREN BLV	WOODCREST	4	-	8	11	-
217	VAN BUREN BLV	WOODCREST	4	-	-	-	-
218	VAN BUREN BLV	WOODCREST	3	-	-	-	-
219	WOOD RD	WOODCREST	1	2	4	12	-
220	WOOD RD	WOODCREST	4	-	-	-	-
TOTAL			721	82	491	1250	82

COUNTYWIDE TRAFFIC SIGNAL LED RETROFIT ILLUMINATED
STREET NAME SIGNS AND YELLOW LIGHTS
(VARIOUS LOCATIONS)



VICINITY MAP

Engineer's Estimate

COUNTYWIDE TRAFFIC SIGNAL LED RETROFIT ILLUMITATED STREET NAME SIGNS & YELLOW LIGHTS

PROJECT No. C0-0543

Printed on: June 21, 2010 at 9:40 AM

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00
2	000003	12" YELLOW ARROW LED TRAFFIC SIGNAL MODULE	EA	495	89.00	44,055.00
3	000003	12" YELLOW BALL LED TRAFFIC SIGNAL MODULE	EA	1,250	104.00	130,000.00
4	000003	PV YELLOW LED TRAFFIC SIGNAL MODULE	EA	85	60.00	5,100.00
5	000003	LED RETROFIT KIT (6' ILLUMINATED STREET NAME SIGN)	EA	721	540.00	389,340.00
6	000003	LED RETROFIT KIT (8' ILLUMINATED STREET NAME SIGN)	EA	82	640.00	52,480.00
7	019901	DE-MOBILIZATION	LS	1	2,000.00	2,000.00

SUBTOTAL Items
1 - 6

632,975.00

"Words"

999994	CONTINGENCY [@ 10%]	LS	1.00	63,297.50	63,297.50
--------	-----------------------	----	------	-----------	-----------

GRAND TOTAL

696,272.50

"Words"

MIKE KRANTZ

Prepared by:

Saleem Baig

Checked by:

**COUNTYWIDE TRAFFIC SIGNAL
LED RETROFIT ILLUMINATED STREET NAME SIGNS AND
YELLOW LIGHTS**

PROJECT NO. C0-0543

SPECIFICATIONS AND CONTRACT DOCUMENTS

for

COUNTYWIDE TRAFFIC SIGNAL

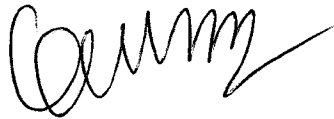
LED RETROFIT ILLUMINATED STREET NAME SIGNS AND

YELLOW LIGHTS

Project Nos. **C0-0543**

Contract Approvals:

Approved by:



Khalid Nasim,
Engineering Division Manager

7/12/10

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,
County Project Manager
R.C.E. C52870

7/12/10

Date

TABLE OF CONTENTS

	<u>PAGE</u>
BID PROPOSAL	B1-B15
CONTRACT	C1-C5
NOTICE TO CONTRACTORS	1-2

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	SPECIFICATIONS & PLANS	3
1-1.01	General	3
1-1.02	Notice	3
1-1.03	Definitions	4
2.	PROPOSAL REQUIREMENTS & CONDITIONS	4
2-1.01	General	4
2-1.015	Federal Lobbying Restrictions	9
2-1.02	(BLANK)	10
2-1.03	Design Engineer may not bid on Construction Contract	10
3.	AWARD, AND EXECUTION OF CONTRACT	10
3-1.01	General	10
3-1.01A	(BLANK)	10
3-1.01B	Insurance - Hold Harmless	11
3-1.01C	Award of Contract	13
3-1.02	Contract Bonds	14
3-1.03	Return of Proposal Guarantees	14
3-1.04	Addenda	14
3-1.05	Bid Bond	15
3-1.06	Alternate Bid Schedules	15
4.	BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	15
5.	GENERAL	17
5-1.01	Public Safety	17
5-1.02	Extra Work	19
5-1.03	Prevailing Wage	19
5-1.04	(BLANK)	20
5-1.05	(BLANK)	20
5-1.06	Performance of Subcontractors	20
5-1.07	Subcontracting	20
5-1.08	Labor Nondiscrimination	21
5-1.09	Arbitration	22
5-1.10	Sound Control Requirements	22

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
5-1.11	Prompt Progress Payment to Subcontractors	22
5-1.12	Prompt Payment of Withheld Funds to Subcontractors	23
5-1.13	Payments	23
5-1.14	Deposit of Securities	24
5-1.15	Force Account Payment	24
5-1.16	Assignment of Claims	26
5-1.17	Claims Resolution	26
5-1.18	Removal of Asbestos and Hazardous Substances	27
5-1.19	Dust Abatement	28
	Dust Abatement Attachments	DA 1-26
5-2	Federal Prevailing Wage Decision	MW 1-21
6.	FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION PROPERTIES	
6-1.01	Federal Requirements for Federal-Aid Construction Projects	(14 Pages)
6-1.02	Federal Requirements (American Recovery and Reinvestment Act)	(4 Pages)
7.	(BLANK)	
8.	MATERIALS	31
8-1.01	Buy America Requirements	31
8-1.02	(NOT USED)	31
8-1.03	Year 2000 Compliance	32
8-1.04	(BLANK)	32
9.	Description of Work	33
10.	Construction Details	33-44
	Appendix A (Traffic Signal Locations)	1-5
	Appendix B (D.O.E Declaration)	1-4
	Appendix C (Special Terms and Conditions)	1-34

**COUNTYWIDE TRAFFIC SIGNAL
LED RETROFIT ILLUMINATED STREET NAME SIGNS
AND YELLOW LIGHTS**

PROJECT NO. CO-0543

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
10-1.01	Specifications	33
10-1.02	Disposal of Excess Excavation	33
10-1.03	Record Drawings	34
10-1.04	Liquidated Damages	34
10-1.05	Traffic Control System	34
10-1.06	Disposal of Hazardous Waste (Fluorescent Lamps)	37
10-1.07	Light Emitting Diode (LED) Light System for Internally Illuminated Street Name Signs	37
10-1.08	Light Emitting Diode (LED) Traffic Signal Module	39
10-1.09	De-Mobilization	42
10-1.10	Obstruction	43

BID TO THE COUNTY OF RIVERSIDE

COUNTYWIDE TRAFFIC SIGNAL LED RETROFIT FOR YELLOW AND ILLUMINATED STREET NAME SIGNS

PROJECT NO. C0-0543

NAME OF BIDDER: _____

The work for which this bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The work to be done is described in the contract documents, there is no construction plans provided for this project

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s: _____

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

TO THE COUNTY OF RIVERSIDE:

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation and in submitting this Bid, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth under Section 6 of these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this Bid is accepted that he will contract with the County of Riverside in the form of the copy of the contract annexed hereto, and will deliver the Faithful Performance Bond, Payment Bond, and Insurance Certificate with endorsements, which comply with the requirements set forth in the contract documents, within 10 working days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County of Riverside, and agrees to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**COUNTY WIDE TRAFFIC SIGNAL
LED RETROFIT ILLUMINATED STREET NAME SIGNS AND
YELLOW LIGHTS**

PROJECT NO. CO-0543

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1		
2	000003	12" YELLOW ARROW LED TRAFFIC SIGNAL MODULE	EA	495		
3	000003	12" YELLOW BALL TRAFFIC SIGNAL MODULE	EA	1,250		
4	000003	PV YELLOW TRAFFIC SIGNAL MODULE	EA	85		
5	000003	LED RETROFIT KIT (6' ILLUMINATED STREET NAME SIGN)	EA	721		
6	000003	LED RETROFIT KIT (8' ILLUMINATED STREET NAME SIGN)	EA	82		
7	019901	DE-MOBILIZATION	LS	1		

PROJECT TOTAL: _____ \$ _____
ITEMS 1-7 "WORDS"

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

The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

TRUE NAME OF BIDDER:

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____
PRINT NAME AND TITLE

Signature of Bidder

TITLE
If the bidder is a corporation, attach the Corporate Resolution which authorizes the signatory to represent the Corporation)

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

ELECTRONIC MAIL: _____

CONTRACTOR LICENSE NO. _____

EXPIRATION DATE: _____

LICENSE CLASSIFICATIONS: _____

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

DECLARATION

The bidder hereby declares under penalty of perjury that the bidder has _____, has not _____ been convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.

Note:

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain circumstances on a separate page.

COMPLIANCE WITH ORDERS OF NATIONAL LABOR RELATIONS BOARD STATEMENT

The Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the bidder shall execute the Non-Collusion Affidavit that is a part of this Bid, as appropriate for the bidder's business category.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirement.

(Company)

By: _____

(Title)

Date: _____

NOTE:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFP 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ Declares as follows:

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

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

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

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

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

_____ declares as follows:

That he or she is _____ of
_____ a
corporation which is the party making the foregoing proposal or
bid; that the bid is not made in the interest of, or on behalf of,
any undisclosed person, partnership, company, association, organi-
zation, 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

Non Lobbying Certification For Federal Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public Reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BID BOND

Recitals:

1. _____ "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for _____ in accordance with a Notice Inviting Bids of County dated _____.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

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

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

Dated: _____

 By _____
 Title: Attorney in Fact
 "Surety"

 By _____
 Title: _____
 "Contractor"

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed. All signatures must be notarized

CONTRACT

COUNTY OF RIVERSIDE

PROJECT NO. _____

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and _____, Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including addenda No. _____ issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled _____, Sheets 1 through _____, Plan number _____, approved _____, on file with the County Surveyor, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen'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.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY _____
Chairman, Board of Supervisors

BY _____

Dated _____

TITLE: _____
(If Corporation, Affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY _____
Deputy

TITLE: _____

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

License No. _____

Federal Employer Identification Number:

"County"
(Seal)

"Corporation"
(Seal)

PERFORMANCE BOND

Recitals:

1. _____ (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as _____.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____
"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are _____, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of _____.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

COUNTY OF RIVERSIDE
NOTICE TO BIDDERS

Sealed proposals will be received at the Riverside County Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on October 6, 2010 at which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows:
County of Riverside,

COUNTYWIDE
TRAFFIC SIGNAL LED RETROFIT ILLUMINATED STREET NAME SIGNS
AND YELLOW LIGHTS

PROJECT NO. C0-0543

A pre-bid meeting is scheduled for 2:15 pm on September 29, 2010 at the County of Riverside Transportation Department, 3525 14th Street, Riverside, California 92501. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein. The Contractor shall possess a current and active State of California Class "A" or "C-10" Contractor's license at the time this contract is awarded. The successful bidder shall furnish a payment bond and a performance bond.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry, in writing, prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Technical questions should be directed to the office of the County of Riverside Transportation Department, 3525 14th Street, Riverside, CA 92501, telephone (951) 955-6780, electronic mail: jrjimenez@rctlma.org.

Specifications and exhibits may be obtained for a NONREFUNDABLE FEE OF \$20.00 per set plus mailing, and are available at 3525 14th Street, Riverside, CA 92501

Engineering Estimate	\$570,000.00 - \$600,000.00
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	45

<http://www.rctlma.org/trans/bidadvertisements.html>

The County of Riverside affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The County of Riverside, in accordance with Title IV of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, or national origin.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of bid book. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

September 14, 2010
Date

Kecia Harper-Ihem, Clerk of the Board

By: _____
Deputy

SECTION 1

SPECIFICATIONS AND PLANS

1-1.01 GENERAL:

The work embraced herein shall be done in accordance with the Standard Specifications dated May, 2006, and the Standard Plans dated May, 2006, and Amendments to May 2006 Standard Specifications, updated February 6, 2010, of the State of California, Department of Transportation, insofar as the same may apply and in accordance with the following Special Provisions.

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

1-1.02 NOTICE:

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

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

The County of Riverside is implementing new contract requirements for submittal of Monthly Employment Report forms for those projects funded under the American Recovery and Reinvestment Act. Refer to section titled "Monthly Employment Report (American Recovery and Reinvestment Act)" under Section 5, "General" of these Special Provisions.

Attention is directed to Section 1-1.01, "General" of the Amendments to the Standard Specifications, Dated May 2006, regarding plain language specifications.

1-1.03

DEFINITIONS:

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

Department of Transportation -

The County of Riverside.

Director of Transportation, State Highway Engineer and Engineer -

The Director of Transportation and includes his representative.

Laboratory -

The established laboratory of the County of Riverside.

State - The County of Riverside.

"State Highway Agency" (SHA), as referred to in FHWA form 1273, shall mean "County of Riverside". Additionally, some functions of the Federal Government, as described in form 1273, have been delegated to the State of California Department of Transportation.

Other terms appearing in the Standard Specifications, and these Special Provisions, shall have the intent and meaning specified in Section 1, "Definition and Terms of the Standard Specifications".

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01

GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty" of the Standard Specifications and Section 3-1.05, "Bid Bond" of this document will be found following the signature page of the Proposal. In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of these Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Proposal and Proposal Forms. The first sentence of the second paragraph in Section 2-1.05, "Proposal Forms" of the Standard Specifications is amended to read:

The proposal form is bound together with the contract.

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

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.

Non-collusion Affidavit. In accordance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Non-collusion Affidavit.

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.

License. To be considered for award of the contract, a potential bidder must have the kind of license required under provisions of the California Business and Professions Code for the work covered in this proposal. This includes joint ventures.

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

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.

The quantities mentioned in Section 2-1.02, "Approximate Estimate" of the Standard Specifications will be found in the Proposal Form.

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

If the Bidder requires clarification or interpretation of the Bidding Documents, the Bidder shall make a written request to the County by a Request for Information (RFI). All requests for information must be submitted, in writing, between the hours of 8:00 AM and 5:00 PM on any day, Monday through Thursday (except holidays), up to, including and no later than the fifth (5th) day prior to Bid Closing Deadline, by hand delivery, mail, fax or electronic mail. The County of Riverside will not respond to Requests for Information submitted after that time, unless the County determines, at its sole discretion, that 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: irjimenez@rctlma.org.

No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents. Attention is directed to Section 3-1.04 "Addenda".

Inspection of Site. Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making his bid a bidder warrants that he has made such site examination as he deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowances - time or money - will be allowed as to such matters.

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 unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

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

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

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

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

The Board of Supervisors hereby reserves the right to reject any and all proposals, to waive any irregularity, and to award the contract to other than the lowest bidder.

Subletting and Subcontracting. Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the County's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors" of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

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

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

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.

Prevailing Wages. Attention is directed to the Prevailing Wages requirements of this project, as described elsewhere in these bid documents.

Dust Abatement. Attention is directed to Section 5-1.19, "Dust Abatement" with regard to the dust abatement provisions of the contract. (Not applicable to this project)

Submission of Insurance Certificate. Submission of Insurance Certificate. Within 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 3-1.01B of the General Conditions. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified 10 working days period will be grounds for declaring the bidder to not be in compliance with the bid documents, making a claim against the bid bond, and awarding to the second low bidder, at the sole discretion of the County.

2-1.015

FEDERAL LOBBYING RESTRICTIONS:

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Book. Standard Form - LLL, "Disclosure of Lobbying Activities" with instructions for completion of the Standard Form is also included in the Bid Book. Signing the Bid Book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be

included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier Contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 **(BLANK)**

2-1.03 **DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT:**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime Contractor for design, subcontractors of portions of the design and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

SECTION 3

AWARD, AND EXECUTION OF CONTRACT

3-1.01 **GENERAL:**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

3-1.01A **(BLANK)**

3-1.01B

INSURANCE - HOLD HARMLESS:

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

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

Contractor shall submit to the County of Riverside a Certificate of Insurance, signed by an authorized representative of the Contractor's insurance provider or agency, which certifies to the County that insurance coverage is provided in accordance with the requirements of this section. The Certificate of Insurance shall include as attachments the required "Waiver of Subrogation" and "Additional Insured" policy endorsements.

I. Workers Compensation Insurance:

Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance coverage as prescribed by the laws of the State of California. Policy shall include Employer's 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 and representatives" as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

Contractor shall further require each of its subcontractors to procure Worker's Compensation Insurance as required by the State while working on the project and the Contractor shall require the subcontractors to endorse the policy to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the "County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and 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 injury and property damage insurance and blanket contractual coverage as to the work and obligations covered hereunder. The amount of the insurance shall be in an amount **not less than \$2,000,000**. The policy may be a combined single limit or split limits, but the amount must be no less than \$2,000,000 per occurrence. The insurance carrier must have a current rating of "A" or better by the A.M. Best Company, a financial size of at

least "VIII", and be an admitted carrier in the State of California. Any exceptions must be approved in advance by the County of Riverside Risk Management. Said insurance must contain an endorsement the County of Riverside is named as an additional insured as respects the work covered hereunder and **said insurance must not contain**, as respects the work covered hereunder, **any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property - i.e. the so-called "x c u" exclusions.** The insurance certificate evidencing such insurance must **affirmatively state** that the insurance carrier (s) will give Owner 30 days written notice prior to cancellation of the insurance or a reduction in coverage, and that "County of Riverside, its 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 and 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.

3-1.01C

AWARD OF CONTRACT:

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

Bid protests are to be delivered to the following address:

County of Riverside Transportation Department
Attention: Juan C. Perez, Director
4080 Lemon Street, 8th Floor
Riverside, CA 92501

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:

1. A bidder whose proposal is accepted shall execute the formal construction agreement with the County of Riverside, similar to the form attached hereto as a sample, and shall return said agreement, together with approved performance and payment bonds and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within twelve (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 2 working days of Contractor's receipt of review comments.
2. 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.
3. 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, declare the contractor as non-responsive 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.

4. 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.

The Contractor shall commence construction within fifteen (15) days after he has been notified in writing to proceed and shall complete all the work and improvements within the time allotted in contract.

3-1.02 CONTRACT BONDS:

Two bonds, a Performance Bond and a Labor and Material Bond, each in the amount of 100 percent of the contract price shall be required.

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.

3-1.03 RETURN OF PROPOSAL GUARANTEES:

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, performance bond and payment Bond.

3-1.04 ADDENDA:

County reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the County Transportation Department his name and address for the purpose of receiving Addenda to be mailed or delivered to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry, in writing, prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Technical questions and notifications of suspected discrepancies, omissions and ambiguities should be directed to the Office of the County of Riverside Transportation Department in accordance with the subsection entitled "Interpretation of Documents" of Section 2-1.01 "General".

3-1.05 **BID BOND:**

The proposal must be accompanied by a 10% Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the order of County in an amount not less than 10% of the amount bid, inclusive of alternates. All signatures on the bonds shall be notarized. Bonds shall be provided with an executed Power of Attorney issued by the surety.

3-1.06 **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, 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.

SECTION 4

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Section 8-1.03 is modified to read as follows:

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

The Contractor shall diligently prosecute the work to completion before the expiration of 45 working days from the date stated in the "Notice to Proceed". 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.

The Contractor shall pay to the County of Riverside the sum of \$400 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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 these 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 cause by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

SECTION 5

GENERAL

5-1.01 PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety" of the Standard Specifications and these Special Provisions.

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

- A. Excavations - The near edge of the excavation is 12 feet (3.66 meter) or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot (0.3-m) deep.
 - 3. Trenches less than 1 foot (0.3-m) wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles - The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas - Material or equipment is stored within 12 feet (3.66 meter) of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet (4.57 meter) from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge

of the traffic lane of not more than 1 foot (0.3-m) transversely to 10 feet (3.05 meter) longitudinally with respect to the edge of the traffic lane. If the 15 feet (4.57 meter) minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)" of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

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

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

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet (1.83 meter) of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet (0.91 meter) of a traffic lane but not on a traffic lane

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

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 meter without written approval from the Engineer.

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

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

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

5-1.02

EXTRA WORK:

Section 4-1.03D, "Extra Work" of the Standard Specifications is amended by adding the following between the second and third paragraphs:

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

5-1.03

PREVAILING WAGE:

Attention is directed to Section 7-1.01A(2), "Prevailing Wage" of the Standard Specifications.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes, referred to as the "Proposal and Contract", and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books.

Attention is directed to the Federal minimum wage rate requirements in the books referred to herein as "Proposal and Contract". If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the

Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

5-1.04 **(BLANK)**

5-1.05 **(BLANK)**

5-1.06 **PERFORMANCE OF SUBCONTRACTORS:**

The subcontractors listed by you in Bid book shall list therein the name and location of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The Agency may grant authorization to use other forces or sources of materials for requests that show any of the following justifications as set forth in the Subletting and Subcontracting Fair Practices Act:

5-1.07 **SUBCONTRACTING:**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting" and Section 2, "Proposal Requirements and Conditions" and Section 3, "Award and Execution of Contract" of the Standard Specifications and these Special Provisions.

Do not use a debarred contractor. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred Contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

The Contractor shall perform work equaling at least 50 percent of the value of the

original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. The provisions in the third paragraph of Section 8-1.01, "Subcontracting" of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 6 of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 6 of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.08

LABOR NONDISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination" of the Standard Specifications, which is

applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000.00 or more.

5-1.09 ARBITRATION:

Section 9-1.10, "Arbitration" of the Standard Specifications is deleted.

5-1.10 SOUND CONTROL REQUIREMENTS:

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

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

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

5-1.11 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime Contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 day of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a

dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

5-1.12 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS:

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime Contractor or subcontractors is prohibited and no retainage will be held by the prime Contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor or deficient subcontract performance, or noncompliance by a subcontractor. Sections 9-1.06 of the State of California Department of Transportation Standard Specifications shall be considered as modified accordingly, and Section 9-1.065 shall not apply.

5-1.13 PAYMENTS:

Attention is directed to Section 9-1.06, "Partial Payments", and 9-1.07, "Payment After Acceptance" of the Standard Specifications and these Special Provisions. No partial payment will be for any materials on hand which are furnished but not incorporated in the work.

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.

5-1.14 DEPOSIT OF SECURITIES:

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

5-1.15 FORCE ACCOUNT PAYMENT:

The fourth paragraph in Section 9-1.03A, "Work Performed by Contractor" of the Standard Specifications is amended to read:

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 8-1.01, "Subcontracting" an additional markup of 5% will be added to the total cost of said extra work including all markups specified in this Section 9-1.03A. Said additional 5% markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

The first paragraph in Section 9-1.03A(3), "Equipment Rental" of the Standard Specifications is amended to read:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and rental or other agreement, if such may exist, for use of such equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the

Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The sixth paragraph in said Section 9-1.03A(3) is amended to read:

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Section 9-1.03A(3), "Equipment Rental" of the Standard Specifications is amended by adding Section 9-1.03A(3d), "Dump Truck Rental" as follows:

9-1.03A(3d) Dump Truck Rental - Dump truck rental shall conform to the provisions of Sections 9-1.03A(3), "Equipment Rental", 9-1.03A(3a), "Equipment on the Work" and 9-1.03A(3b), "Equipment not on the Work" except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor" shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks there will be added a markup of 15 %. No other markups will be made by reason of performance of the work by a subcontractor or for labor.

The provisions of Section 9-1.03A(3c), "Owner-Operated Equipment" shall not apply to dump truck rentals.

5-1.16 **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.

5-1.17 **CLAIMS RESOLUTION:**

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

1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provide in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
 - (a) Claims Under or equal to \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
 - (b) Claims over \$50,000 but less than or equal to \$375,000. The

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

2. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.
3. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
5. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

5-1.18

REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

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

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

5-1.19

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 are attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to

waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor's responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.

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

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

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

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

When the contract includes a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be paid under the Bid Item "Dust Abatement" on a lump sum basis, up to the fixed bid price, for the work performed.

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 therefore.

Dust Abatement Attachments

1. Signage recommendations (AQMD document, modified)
2. Sample Dust Control Plan (AQMD sample)
3. Dust Control Plan Review Checklists (AQMD document)
4. Reasonably Available Control Measures
(from Rule 403 Implementation Handbook)
5. Best Available Control Measures
(from Rule 403 Implementation Handbook)
6. Best Reasonably Available Control Measures for High Wind Conditions
(from Rule 403 Implementation Handbook)
7. Track Out Control Options
(from Rule 403 Implementation Handbook)

AQMD SIGNAGE RECOMMENDATIONS

November, 2001

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

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

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

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

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

THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

1. **The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.**
 - (a) For 4' x 4' signs, the District recommends the following:
 - I. ¾" A/C laminated plywood board
 - II. Two 4" x 4" posts
 - III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
 - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.
 - (b) For 4' x 8' signs, the District recommends the following:
 - I. 1" A/C laminated plywood board
 - II. Two 5" x 6" posts
 - III. The posts should be attached to the 4' edges of the plywood board with at least 2 carriage bolts on each post.
 - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

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

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

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

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

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

3. The sign board shall contain the following information:

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

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

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

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

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

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

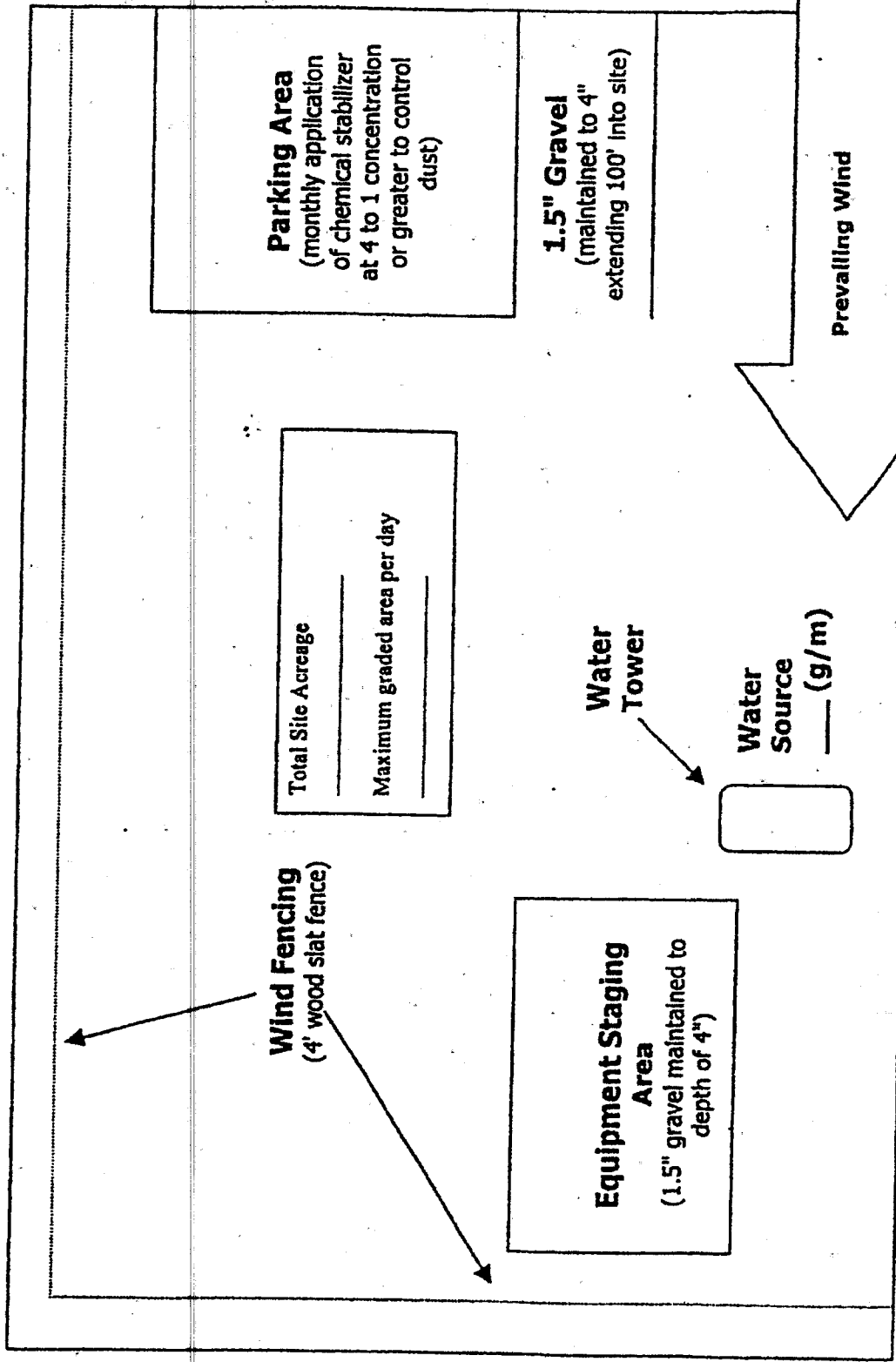
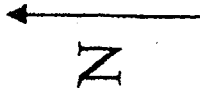
2" UPPERCASE Letters	PROJECT NAME:	4" Title Case Bold Letters
2" UPPERCASE Letters	CONTRACTOR	4" Title Case Bold Letters
2" Title Case Letters	Contractor's Dust Control Phone #	4" Bold Numbers
2" Title Case Letters	County of Riverside Phone #	4" Bold Numbers
2" Title Case Letters	Phone Number:	4 1/2"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

Section 1

Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:
 Residence _____
 Business _____



Existing Residential

Existing Residential

DA5

Vacant Land

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

Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.

Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).

Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.

Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.

A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

Remember...

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

- Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4", at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.
- Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.
- All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1.800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.
- An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.
- Other (specify): _____

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

Plan Review Checklist Finish Grading Phase

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

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

Plan Review Checklist Construction Phase

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

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

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

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

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

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

Other (specify): _____

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

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

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

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

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

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|--|
| (A) Watering | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability. |
| | (2) Pre-application of water to depths of proposed cuts. |
| | (3) Once the land clearing/earth moving activities are complete, a second application of water can generate a thin crust that stabilizes the disturbed surface area provided that it is not disturbed. (Security fencing can be used to prevent unwanted future disturbances of sites where a surface crust has been created). |
| (B) Chemical stabilizers | (1) Only effective in areas which are not subject to daily disturbances. |
| | (2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule. |
| (C) Wind fencing | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. |
| | (2) Would likely be used in conjunction with other measures (e.g., watering, chemical stabilization, etc.) to ensure that visible emissions do not cross a property line. |
| (D) Cover haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full. |
| (E) Bedliners in haul vehicles | (1) When feasible, use in bottom-dumping haul vehicles. |

HIGH WIND MEASURE

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

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

January 1999

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

(L) Wind sheltering

DESCRIPTION

- (1) Enclose in silos.
- (2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.

(M) Watering

- (1) Application methods include: spray bars, hoses and water trucks.
- (2) Frequency of application will vary on site-specific conditions.

(N) Chemical stabilizers

- (1) Best for use on storage piles subject to infrequent disturbances.

(O) Altering load-in/load-out procedures

- (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.
- (2) May need to be used in conjunction with wind sheltering to prevent visible emissions from crossing the property line.

(P) Coverings

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

HIGH WIND MEASURE

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

January 1999

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

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

CONTROL MEASURES

DESCRIPTION

- (Q) Chemical stabilization
- (1) Most effective when used on areas where active operations have ceased.
 - (2) Vendors can supply information on methods for application and required concentrations.

(R) Watering

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

(S) Wind fencing

- (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site.

(T) Vegetation

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

HIGH WIND MEASURES

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

January 1999

BEST AVAILABLE CONTROL MEASURES

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

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

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

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).

RULE 403 IMPLEMENTATION HANDBOOK

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

CONTROL MEASURES

DESCRIPTION

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

DA21

HIGH WIND MEASURES

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

* Use of drought tolerant, native vegetation is encouraged.

TABLE 1

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

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

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

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

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

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

TABLE 2 (Continued)

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

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

TABLE 2 (Continued)

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

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

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

CONTROL OPTIONS

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

**Section 5-2
Federal Prevailing Wage Decision**

GENERAL DECISION: CA20100036 07/02/2010 CA36

Date: July 2, 2010

General Decision Number: CA20100036 07/02/2010

Superseded General Decision Number: CA20080036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/25/2010
5	07/02/2010

ASBE0005-002 01/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.93	15.32
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.85	8.03

BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

BRCA0004-011 05/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.25	10.62

BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

* CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		

(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

* CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

ELEC0011-002 02/01/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 26.99	3%+8.64
Technician.....	\$ 28.79	3%+8.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0440-001 06/01/2009

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 35.70	3%+15.59
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 35.00	3%+15.14

Technician.....\$ 26.25 3%+15.14

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.

Zone B: Any work performed in Zone (B) shall add \$8.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 06/01/2009

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 35.52	12.07
(3) Groundman.....	\$ 27.17	11.82
(4) Powderman.....	\$ 39.71	12.23

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22

GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator

(includes loed, lull or similar types under 5 tons;
Generator operator; Generator, pump or compressor plant
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);
Concrete mixer operator-skip type; Conveyor operator;
Fireman; Forklift operator (includes loed, lull or similar
types over 5 tons; Hydrostatic pump operator; oiler crusher
(asphalt or concrete plant); Petromat laydown machine; PJU
side dum jack; Screening and conveyor machine operator (or
similar types); Skiploader (wheel type up to 3/4 yd.
without attachment); Tar pot fireman; Temporary heating
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar
type (Skid steer); Equipment greaser (rack); Ford Ferguson
(with dragtype attachments); Helicopter radioman (ground);
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman
(asphalt or concrete); Chip spreading machine operator;
Concrete cleaning decontamination machine operator;
Concrete Pump Operator (small portable); Drilling machine
operator, small auger types (Texoma super economatic or
similar types - Hughes 100 or 200 or similar types -
drilling depth of 30' maximum); Equipment greaser (grease
truck); Guard rail post driver operator; Highline cableway
signalman; Horizontal Directional Drilling Machine;
Hydra-hammer-aero stomper; Micro Tunneling (above ground
tunnel); Power concrete curing machine operator; Power
concrete saw operator; Power-driven jumbo form setter
operator; Power sweeper operator; Rock Wheel Saw/Trencher;
Roller operator (compacting); Screed operator (asphalt or
concrete); Trenching machine operator (up to 6 ft.); Vacuum
or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrickman (oilfield type); Drilling machine operator,
bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or
600 auger or similar types - drilling depth of 45'
maximum); Drilling machine operator; Hydrographic seeder
machine operator (straw, pulp or seed), Jackson track
maintainer, or similar type; Kalamazoo Switch tamper, or
similar type; Machine tool operator; Maginnis internal full
slab vibrator, Mechanical berm, curb or gutter (concrete or
asphalt); Mechanical finisher operator (concrete,
Clary-Johnson-Bidwell or similar); Micro tunnel system
(below ground); Pavement breaker operator (truck mounted);
Road oil mixing machine operator; Roller operator (asphalt
or finish), rubber-tired earth moving equipment (single
engine, up to and including 25 yds. struck); Self-propelled
tar pipelining machine operator; Skiploader operator
(crawler and wheel type, over 3/4 yd. and up to and
including 1-1/2 yds.); Slip form pump operator (power
driven hydraulic lifting device for concrete forms);
Tractor operator-bulldozer, tamper-scraper (single engine,

up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool