

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

716A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
March 3, 2011

**SUBJECT:** Paving rehabilitation on the entry drive at Lake Skinner Recreation Area.

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

1. Approve the plans and specifications for the maintenance and pavement rehabilitation of Lake Skinner Recreation Area entry drive in the Temecula Area of Riverside County.
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, March 30, 2011, at which time bids will be opened.

Juan C. Perez  
Director of Transportation

JCP:jjr:rr  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 182,795	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:** County Parks District (100%)

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, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: March 15, 2011  
xc: Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.** 10/5/10, Item 3.29 | **District:** 3 | **Agenda Number:**  
10/5/10, Item 13.3

**3.42**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHAL VICTOR  
DATE: 2/24/11

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Paving rehabilitation on the entry drive at Lake Skinner Recreation Area.

March 3, 2011

Page 2 of 2

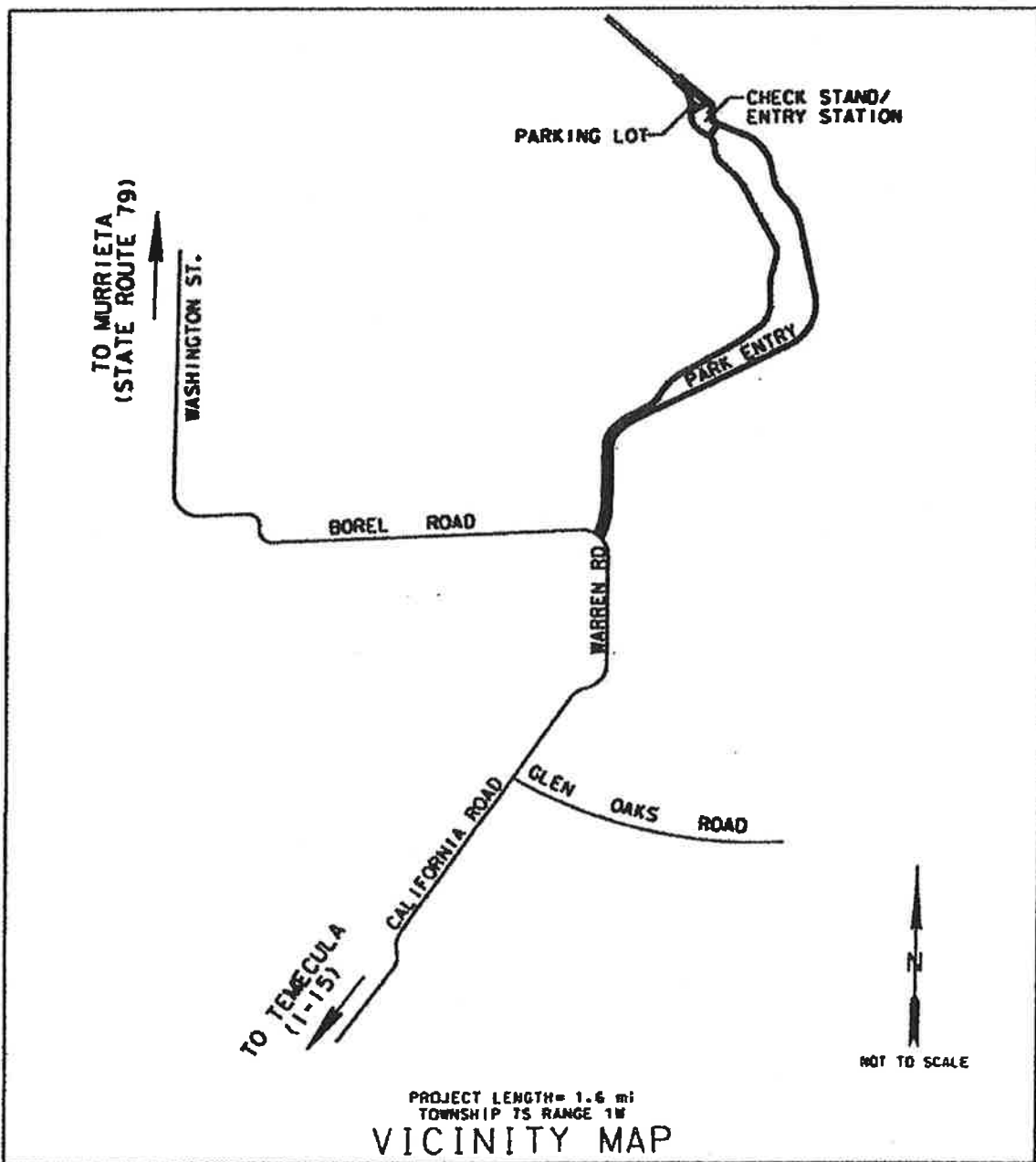
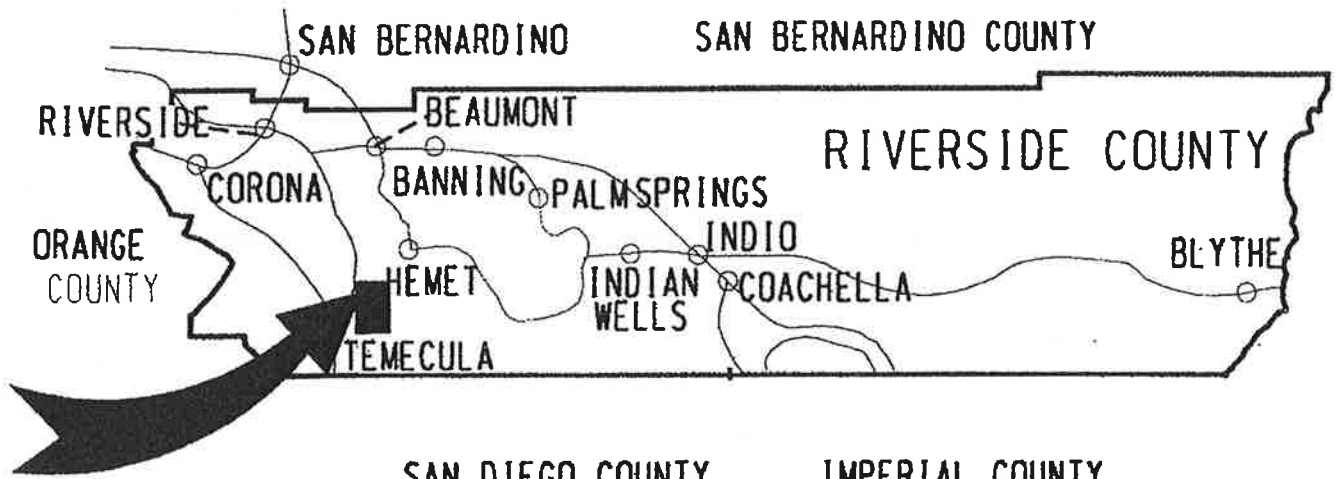
**BACKGROUND:** This project will provide maintenance and rehabilitation of approximately 2 miles of the entry drive within the Lake Skinner Recreation Area between Borel Road/Warren Road and the Park Check Stand/Entry Station. Roadway maintenance and rehabilitation is needed due to deteriorated pavement conditions. The proposed road improvements will consist of sealing cracks on the existing pavement, placing asphalt-rubber seal coat, installing roadside signs, pavement markers, thermoplastic traffic stripes and pavement markings, and other associated work as may be required.

On October 5, 2010, item 3.29 and item 13.3, the Board of Supervisors approved the agreement between the Riverside County Regional Park and Open-Space District and Riverside County Transportation Department, for the design, bidding, administration, and construction of improvements by the Transportation Department. The Parks District will provide 100% of the project funding and will be responsible for the maintenance of the facility.

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

Environmental clearance is complete.

Project No: C1-0619



# SPECIFICATIONS and CONTRACT DOCUMENTS

for the

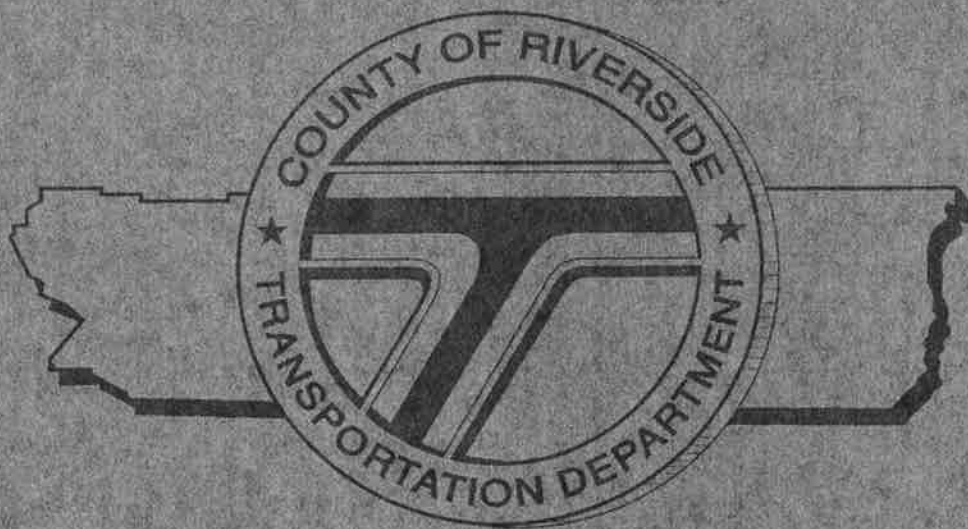
## CONSTRUCTION

of

LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/ WARREN ROAD TO CHECK STAND/ ENTRY STATION

PAVING REHABILITATION PROJECT

PROJECT No. CI-0619



# TRANSPORTATION DEPARTMENT

MAR 15 2011 8:42 p/s

FORM APPROVED COUNTY COUNSEL  
BY M. P. Victor 2/24/11  
MARSHAL VICTOR DATE

**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/ WARREN ROAD TO CHECK STAND/ ENTRY STATION**

**PAVING REHABILITATION PROJECT**

**PROJECT No. C1-0619**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

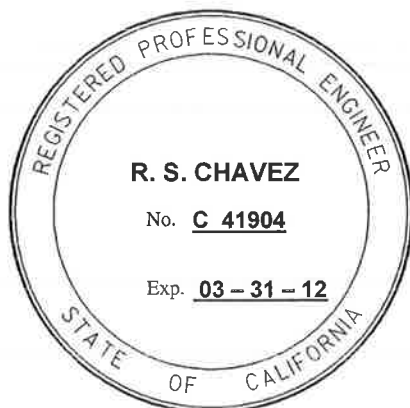
**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/ WARREN ROAD TO CHECK STAND/ ENTRY STATION**

**MAINTENANCE AND PAVING REHABILITATION**

PROJECT No. **C1-0619**

**Engineering Certification:**

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





R. S. Chavez,  
Roadway Engineer  
R.C.E. 41904

1-18-2011

Date

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of


**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/ WARREN ROAD TO CHECK STAND/ ENTRY STATION**

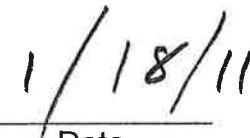
**MAINTENANCE AND PAVING REHABILITATION**

PROJECT No. **C1-0619**


**Contract Approvals:**

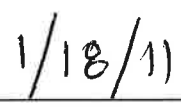
Recommended by:

  
\_\_\_\_\_  
Neil Nilchian,  
County Project Manager

  
\_\_\_\_\_  
Date

Approved by:

  
\_\_\_\_\_  
Khalid Nasim,  
Engineering Division Manager

  
\_\_\_\_\_  
Date

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**NOTICE INVITING BIDS**

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

**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/WARREN ROAD TO CHECK STAND/ENTRY STATION**

**PAVING REHABILITATION PROJECT**

**PROJECT No. C1-0619**

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, March 30, 2011, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated January, 2011, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$35.00 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

The Contractor is required to have a Class "A" license or "C-12" or "C-32" license at the time of bid submission.

Dated: March 15, 2011

Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_

Deputy

## INSTRUCTIONS TO BIDDERS

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

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

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

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

County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to

be furnished if such action is found to be desirable or expedient.

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

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

If the Bidder requires clarification or interpretation of the Bidding Documents, the Bidder shall make a written request to the County by a Request for Information (RFI). All requests for information must be submitted, in writing, between the hours of 8:00 AM and 5:00 PM on any day, Monday through 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, which it is in the best interest of the public and the County to do so. Requests for Information should be addressed to: County of Riverside, Transportation Department, Attn: Joel Jimenez; 3525 14th Street, Riverside, CA 92501, facsimile (951) 955-3164, electronic mail: jrjimenez@rctlma.org

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

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

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

10. Bonds. The County requires a 100% Payment Bond and 100% Performance Bond from the successful bidder. All Bonds must be on County's forms contained in the Contract Documents.

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

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

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

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

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

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

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

"Like Bid Items" shall be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.03, "Changes" of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as "lump sum" or "force account".
3. Alternate bid schedules.

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

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

12. Award of Contract. The County reserves the right to reject all bids received. Acceptance by the governing body of the County by resolution or minute order at a meeting regularly called and held of a Contractor's Proposal constitutes an award of the contract and the execution of the Agreement is a written memorial thereof.

The County of Riverside will submit the contract documents to the low responsive and responsible bidder for execution prior to award utilizing the following procedures and requirements:

- a. A bidder whose proposal is accepted shall execute the formal construction agreement with the County of Riverside, similar to the form attached hereto as a sample, and shall return said agreement, together with approved performance and payment bonds and with complete evidence of insurance as required elsewhere

herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) working days from the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the Transportation Department. All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the revised documents shall be resubmitted within two (2) working days of Contractor's receipt of review comments.

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

13. Return of Guarantee. Bid bonds will not be returned unless specifically requested by the bidder. Any submitted negotiable securities of unsuccessful bidders will be returned by mail within 30 days of the award of a contract to the successful bidder. Any submitted negotiable security of the successful bidder will be returned by mail within 30 days of receipt by the County of executed contract, certificate of insurance, performance bond and payment Bond.

14. Subletting and Subcontracting. Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor

or render services in or about the construction of the work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the County's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.

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

16. Contract Participation. Riverside County's M/W/DVBE Contract Participation Program affirms the utilization and participation of qualified minority, women and disabled veteran firms in its contracting and procurement activities. The County encourages general and prime Contractors to afford competitive subcontracting opportunities to minority, women and disabled veteran firms where possible, in their contracting and procurement activities with the County of Riverside.

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

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

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

19. Alternate Bid Schedules. If the Proposal includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following shall apply: The County may award



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

If the Proposal includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following shall apply: This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

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

20. Dust Abatement. Attention is directed to Section 23, "Dust Abatement" with regard to the dust abatement provisions of the contract.
21. Submission of Insurance Certificate. Within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award issued by the County of Riverside, the successful Contractor shall submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of Section 18 of the General Conditions. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) working days period will be grounds for declaring the bidder to not be in compliance with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low bidder, at the sole discretion of the County.

**CONTRACTOR'S PROPOSAL**

TO: COUNTY OF RIVERSIDE

DATE: \_\_\_\_\_

hereafter called "County":

BIDDER: \_\_\_\_\_  
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of LAKE SKINNER RECREATION AREA ENTRY DRIVE, BOREL ROAD/WARREN ROAD TO CHECK STAND/ENTRY STATION, PAVING REHABILITATION PROJECT, PROJECT No. C1-0619 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. \_\_\_\_\_ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County: \_\_\_\_\_

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

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/WARREN ROAD TO CHECK STAND/ENTRY STATION**

**PAVING REHABILITATION PROJECT**

PROJECT No. C1-0619

**PROPOSAL**

**BASE BID- Park Entry Road (Limits: Warren Road to Check Stand; STA 9+25 to STA 52+32.45; See Plan Sheets 2, 3, 4, and 5 )**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	374206	SEAL RANDOM CRACKS	LS	1		
5	377501	SLURRY SEAL (TYPE 1)	SQYD	12,300		
6	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SQYD	12,300		
7	566012	ROADWAY SIGNS (2-POST)	LS	1		
8	850101	PAVEMENT MARKERS (NON-REFLECTIVE-TYPE AY)	LS	1		
9	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1		

SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

ITEMS 1-9 "WORDS"

**ALTERNATE 1 - Park Entry Road (Limits: Westerly Side; STA 1+50 to STA 28+50; See Plan Sheets 3, 4 and 5 )**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10	066102	DUST ABATEMENT	LS	1		
11	074020	WATER POLLUTION CONTROL	LS	1		
12	120100	TRAFFIC CONTROL SYSTEM	LS	1		
13	374206	SEAL RANDOM CRACKS	LS	1		
14	377501	SLURRY SEAL (TYPE 1)	SQYD	5,400		
15	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SQYD	5,400		

SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

ITEMS 10-15 "WORDS"

ALTERNATE 2- Warren Road (Limits: STA 1+14 TO STA 9+25; See Plan Sheet 2 of 6)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	066102	DUST ABATEMENT	LS	1		
17	074020	WATER POLLUTION CONTROL	LS	1		
18	120100	TRAFFIC CONTROL SYSTEM	LS	1		
19	374206	SEAL RANDOM CRACKS	LS	1		
20	377501	SLURRY SEAL (TYPE 1)	SQYD	2,475		
21	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SQYD	2,475		
22	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1		

SUB-TOTAL: \_\_\_\_\_ \$  
 ITEMS 16-22 "WORDS"

PROJECT TOTAL: \_\_\_\_\_ \$  
 ITEMS 1-22 "WORDS"

**BIDDER DATA:**

Name of Bidder \_\_\_\_\_

Type of Organization \_\_\_\_\_

Person(s) Authorized to Sign for Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contractor's License Type & Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
-------------	----------------------	----------------	--------------------

**Percent of work to be performed by sub-contractors: \_\_\_\_%**  
**(Note: 50% of the work required to be performed by general contractor)**

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

\_\_\_\_\_  
\_\_\_\_\_  
TITLE \_\_\_\_\_  
"Contractor"

**THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.**

**DESIGNATION/CERTIFICATION OF ASPHALT RUBBER BINDER APPLICATOR(S) /INSTALLER(S)**

BIDDER proposes to have Asphalt Rubber **BINDER** for **ARAM** (application) applied/installed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (City)

This section shall be completed by all bidders. Name above must be the actual company applying the Asphalt Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description **for which a copy of a permit must be provided** from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid shall be non-responsive and shall be rejected.

**CERTIFICATION UNDER PENALTY OF PERJURY**

**I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.**

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.**

**DESIGNATION/CERTIFICATION OF ASPHALT RUBBER AND AGGREGATE MEMBRANE APPLICATOR(S) /INSTALLER(S) QUALIFICATIONS**

Bidder proposes to have the ARAM applied/installed by:

\_\_\_\_\_  
Name Address (City)

This section shall be completed by all bidders. Name of applicator(s)/installer(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on three separate projects performed by the same applicator(s)/installer(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project, and the projects shall be located in Southern California inland of at least one coastal mountain range or be a minimum 25 miles from the nearest point on the Pacific Ocean coast. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if an asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the agency.

Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive.

If the Bidder cannot list in the space provided below 3 projects that meet the criteria specified herein that were performed by the proposed ARAM applicator(s)/installer(s) , or the information is incomplete or inaccurate, the bid may be rejected as non-responsive.

**Representative ARAM Projects**

Name of Project No. 1 \_\_\_\_\_ Date Completed \_\_\_\_\_  
Agency \_\_\_\_\_ Agency Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Approx. Length of ARAM (Full width) \_\_\_\_\_

Name of Project No. 2 \_\_\_\_\_ Date Completed \_\_\_\_\_  
Agency \_\_\_\_\_ Agency Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Approx. Length of ARAM (Full width) \_\_\_\_\_

Name of Project No. 3 \_\_\_\_\_ Date Completed \_\_\_\_\_  
Agency \_\_\_\_\_ Agency Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Approx. Length of ARAM (Full width) \_\_\_\_\_

\_\_\_\_\_  
Print Name, Title Signature of Bidder Date



**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

\_\_\_\_\_ declares as follows:

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

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

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year) at \_\_\_\_\_, California

**Signature of affiant:** \_\_\_\_\_

Note: Notarization of signature required

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

\_\_\_\_\_ Declares as follows:

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

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

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

**Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year)  
at \_\_\_\_\_, California**

**Signature of affiant: \_\_\_\_\_**

Note: Notarization of signature required

**AFFIDAVIT FOR CORPORATE CONTRACTOR**

\_\_\_\_\_ declares as follows:

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

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

**Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year)  
at \_\_\_\_\_, California**

**Signature of affiant: \_\_\_\_\_**

Note: Notarization of signature required

BID BOND

Recitals:

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

Agreement:

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

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

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_ Attorney in Fact  
"Surety"

By \_\_\_\_\_  
Title: \_\_\_\_\_ Contractor"

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

**AGREEMENT**

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

W I T N E S S E T H

RECITALS:

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

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. \_\_\_\_\_. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

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

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

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

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
  - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
  - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY \_\_\_\_\_

Dated \_\_\_\_\_

TITLE: \_\_\_\_\_  
(If Corporation, Affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

\_\_\_\_\_

BY \_\_\_\_\_  
Deputy

TITLE: \_\_\_\_\_

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

License No. \_\_\_\_\_

Federal Employer Identification Number:

\_\_\_\_\_

\_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)

## PERFORMANCE BOND

### Recitals:

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

### Agreement:

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

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

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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



**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

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

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_  
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

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

GENERAL CONDITIONS

SS 1. DEFINITIONS:

- a. "County", "Contractor", and "Contract Documents" are identified in the Agreement. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- b. "Engineer" and "Director of Transportation" means the Director of Transportation for the County of Riverside, and includes his authorized representatives.
- c. "Plans" means the portion of the Contract Documents consisting of all drawings prepared for the direction and characteristics of the work. A schedule of said drawings which constitutes the plans as of the execution of the Agreement is set forth in the Special Provisions and are supplemented by the Standard Plans referred to in the Special Provisions.
- d. "State of California", "Department of Transportation" and "Director of Transportation", means the County of Riverside.

SS 2. STANDARD SPECIFICATIONS:

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

The following subsections of the Standard Specifications are deleted:

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

Section 3 of the Standard Specifications is deleted.

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

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

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

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

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

Subsection 8-1.06, strike the last paragraph.

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

SS 3. DIRECTOR OF TRANSPORTATION:

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

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

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

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

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

unusual tests and procedures to ascertain whether said portion of the work is in accordance with the Contract Documents. Contractor shall comply with such orders at its expense.

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

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

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

SS 4. SITE INSPECTION - EFFECT OF OTHER IMPROVEMENTS SHOWN AND CONTRACTOR PROCEDURE:

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

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

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

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

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

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

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

At his expense Contractor shall:

- a. Take every precaution against injuries to persons or damage to property.
- b. Comply with regulations governing the use of the property.
- c. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- d. Place on the work only such loads as are consistent with the safety of the work.
- e. Effect all cutting, fitting, or patching of his work required to make it conform to the Plans and Specifications and interrelate with other improvements or except with the consent of Director of

Transportation, cut or otherwise alter existing improvements.

- f. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Director of Transportation.
- g. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- h. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- i. Guard County's property from injury or loss.
- j. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- k. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

SS 6. CHANGE ORDERS - DETAIL DRAWINGS AND INSTRUCTIONS:

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

Each approved change order shall be considered as an amendment to the Contract Documents and will not be considered approved until executed by the Board of Supervisors, except Director of Transportation can approve certain change orders without the necessity of approval by

the Board as provided in a Resolution of the Board adopted March 30, 1993, Resolution Number 93-047.

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

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

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

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

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

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

Within 35 calendar days after award of the contract, Contractor may submit to Director of Transportation data substantiating such a request, and the difference, if any, in cost. Director of Transportation shall promptly investigate the request and make a recommendation to County as to equality. The governing body of County shall promptly determine whether the substitute is equal in every respect

to the item specified, and approve or deny the request accordingly, and shall notify Director of Transportation of the determination made, who shall advise Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted.

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

SS 8. FINAL INSPECTION - NOTICE OF COMPLETION:

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

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

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

SS 9. COUNTY'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:

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



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

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

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

SS 10. PAYMENT AND MONTHLY ESTIMATES:

Director of Transportation, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety percent (90%) of the amount earned as certified.

The partial payments made as the work progresses will be payment on account on work performed as of the 25th of the month and shall in no way be considered as an acceptance of any part of the work or material of the contract, nor shall they in any way govern the final estimate. No such estimate or payment shall be made when in the judgement of the Director of Transportation the total value of the work done since the last estimate amounts to less than \$300.

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

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

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

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

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

SS 11. PAYMENT FOR EXTRA WORK (FORCE ACCOUNT BASIS):

Extra work to be paid for on a force account basis as directed by the Engineer will be paid for as set forth in Section 9-1.03 of the Standard Specifications. The labor surcharge, equipment rental rates and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates. A copy of which is on file at the Office of the Director of Transportation and is hereby incorporated herein in its entirety.

SS 12. FINAL PAYMENT:

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

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

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

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

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

SS 13. DAMAGES:

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents will cause County to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract

Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, and inspection expense and cost of maintaining or constructing alternate facilities.

SS 14. DOCUMENTS OF CONTRACTOR:

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

SS 15. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY:

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

SS 16. LABOR CODE:

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as

follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and his subcontractors shall comply with the provisions of SS 1777.5 of the Labor Code regarding apprentices.

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

SS 17. OBSTRUCTIONS:

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

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

In the event that the utility facilities mentioned above are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the State will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays" of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications.

SS 18. INSURANCE - HOLD HARMLESS:

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

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

Contractor shall submit to the County of Riverside a Certificate of Insurance, signed by an authorized representative of the Contractor's insurance provider or agency, which certifies to the County that insurance

coverage is provided in accordance with the requirements of this section. The Certificate of Insurance shall include as attachments the required "Waiver of Subrogation" and "Additional Insured" policy endorsements.

I. Workers Compensation Insurance:

Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance coverage as prescribed by the laws of the State of California. Policy shall include Employers' Liability including Occupational Disease with limits not less than \$1,000,000 per occurrence. Policy shall be endorsed to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

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

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

#### III. Auto Liability:

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

#### IV. Hold Harmless:

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

SS 19. EQUAL EMPLOYMENT OPPORTUNITY:

General:

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

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

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

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

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

Transactions of \$10,000 or Under:

Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this Section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Section. With respect to contracts and subcontractors for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.



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

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

Transactions of \$50,000 or More:

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

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

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

Federal Assisted Construction:

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

SS 20. DEPOSIT OF SECURITIES:

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

SS 21. ASSIGNMENT OF CLAIMS:

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

SS 22. CLAIMS RESOLUTION:

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

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

(a) Claims Under or equal to \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

- (b) Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.
2. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.
  3. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
  4. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS 20104.4 shall be followed, providing for non-binding mediation and judicial arbitration.

SS 23. DUST ABATEMENT:

Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18, "Dust Palliative" of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County of Riverside, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County of Riverside by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the Standard Specifications. The cost of all fines levied against the County of Riverside will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

Dust control of all of the Contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.

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

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

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley Area of Riverside County. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and

other related information are provided by AQMD at 1-800-CUT-SMOG and at [www.aqmd.gov](http://www.aqmd.gov).

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the Standard Specifications.

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

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

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

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

and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.

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

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

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

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

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

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

# AQMD RECOMMENDATIONS

November, 2001

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

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

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

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

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

## **THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:**

1. The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.

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

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

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

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

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

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

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

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

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

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

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



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

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

1" UPPERCASE Letters	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:	<b>SCAQMD</b> <b>1-800-CUT-SMOG</b>	3 ½" Bold Numbers

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

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

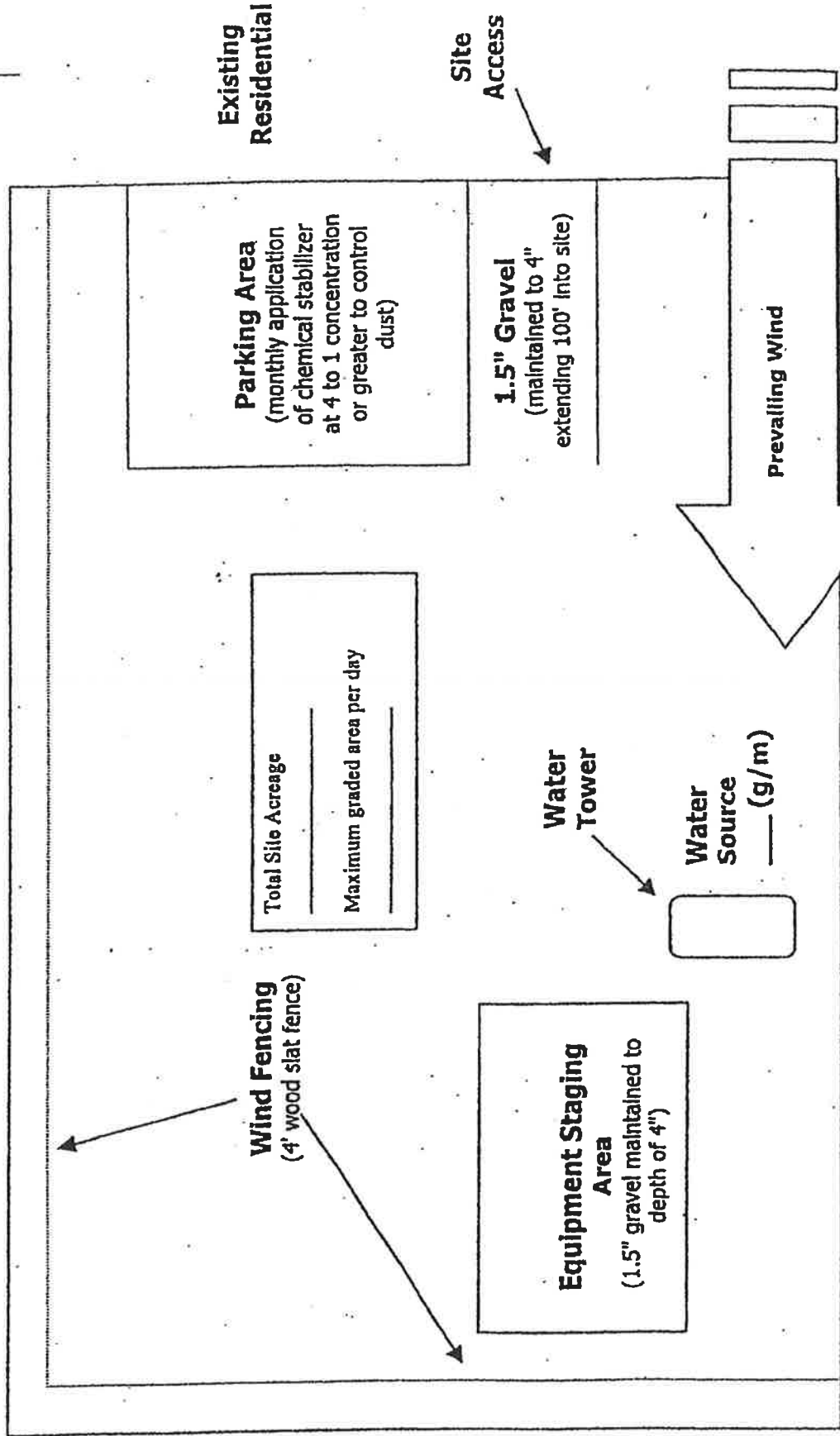
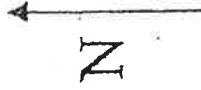
2" UPPERCASE Letters	PROJECT NAME:		4" Title Case Bold Letters
2" UPPERCASE Letters	CONTRACTOR		4" Title Case Bold Letters
2" Title Case Letters	Contractor's Dust Control Phone #		4" Bold Numbers
2" Title Case Letters	County of Riverside Phone #	909-	4" Bold Numbers
2" Title Case Letters	Phone Number:	SCAQMD 1-800-CUT-SMOG	4 1/2" Bold Numbers
2" Title Case Letters	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT		

Section 1

Simplified Sample Site Plan

Existing Residential

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



Existing Residential

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

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### 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

(A) Watering

### DESCRIPTION

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

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(B) Chemical stabilizers

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

(C) Wind fencing

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

(D) Cover haul vehicles

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

(E) Bedliners in haul vehicles

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

### HIGH WIND MEASURE

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

Source: (2) Unpaved Roads

**CONTROL MEASURES**

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

**HIGH WIND MEASURE**

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

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

## CONTROL MEASURES

### DESCRIPTION

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

## HIGH WIND MEASURE

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

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

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

## **BEST AVAILABLE CONTROL MEASURES**

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

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

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

# RULE 403 IMPLEMENTATION HANDBOOK

## BEST AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

### CONTROL MEASURES

### DESCRIPTION

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

### HIGH WIND MEASURE

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

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

## CONTROL MEASURES

### DESCRIPTION

- (F) Paving (1) Requires street sweeping/cleaning if subject to material accumulation.
- (G) Chemical stabilization (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule  
(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**

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Source: (4) Paved Road Track-Out

**CONTROL MEASURES**

**DESCRIPTION**

Compliance with District Rule 403.

Paragraph (d)(5).

January 1999

## RULE 403 IMPLEMENTATION HANDBOOK

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

### CONTROL MEASURES

#### DESCRIPTION

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

### HIGH WIND MEASURES

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

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

TABLE I

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

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b><u>CONTROL MEASURES</u></b>
<b>Earth-moving</b>	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
<b>Disturbed surface areas</b>	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (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.
<b>Unpaved roads</b>	(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.
<b>Open storage piles</b>	(1D) Apply water twice [once] per hour; OR (2D) Install temporary coverings.
<b>Paved road track-out</b>	(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.
<b>All Categories</b>	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.

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

January 1999

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

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

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

TABLE 2 (Continued)

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

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TABLE 2 (Continued)

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

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

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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.

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**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/WARREN ROAD TO CHECK STAND/ENTRY STATION**

**PAVING REHABILITATION PROJECT**

**PROJECT NO. C1-0619**

**SPECIAL PROVISIONS**

**DESCRIPTIONS:**

In general, this project consists of maintenance and paving rehabilitating the pavement on the entry drive at Lake Skinner near the Temecula Area of Riverside County. The work involves sealing all random pavement cracks greater than 1/2" and placing asphalt-rubber seal coat (3/8" maximum), thermoplastic traffic stripes and pavement markings, pavement markers, roadway signs and any other work as may be required within the foot print of the existing pavement with an exception of installation of roadside signs.

**ORDER OF WORK:**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work" of the Standard Specifications and these Special Provisions.

Attention is directed to "Water Pollution Control", "Seal Random Cracks", and "Asphalt-Rubber Seal Coat" of these Special Provisions regarding completion of work. All work related to the implementation of SWPPP, sealing of random cracks, and installation of asphalt-rubber seal coat shall be completed by May 26, 2011. Work will be suspended during the 'Temecula Valley Balloon and Wine Festival' which takes place on the first week of June 2011.

**REQUIRED FORMS:**

Along with the bid submittal, the Contractor is required to complete and provide the following forms:

- 1. DESIGNATION/CERTIFICATION OF ASPHALT RUBBER BINDER APPLICATOR(S)**
- 2. DESIGNATION/CERTIFICATION OF ASPHALT RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)**

These two forms are included in pages B6 and B7 of these special provisions.

During construction, the awarded Contractor shall be required to submit the following form as and when requested by the Resident Engineer.

**1. ASPHALT-RUBBER BINDER MANUFACTURE TEST RESULTS**

This form is included in APPENDIX-A to these special provisions.

**HOURS OF WORK:**

Attention is directed to Section "Instructions To Bidders" item 17 "Hours of Work" on page A6 of these Specifications."

The hours of work shall be between 6:00 A.M. and 4:00 P.M. except for all work involved in the installation of ASPHALT-RUBBER SEAL COAT which shall be performed between the hours of 6:00 A.M. and 1:00 P.M.

**SPECIFICATIONS:**

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

**DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:**

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the highway right of way, as provided in Section 7-1.13 of the Standard Specifications.

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

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

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

**RECORD DRAWINGS:**

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

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

**LIQUIDATED DAMAGES:**

The Contractor shall diligently prosecute the work to completion before the expiration of 20 working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of \$400.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**COOPERATION:**

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

**The Contractor shall cooperate fully with authorized representatives from Riverside County Regional Park and Open Space District (District) in performing work on and adjacent to District Right of Way.**

**ENVIRONMENTALLY SENSITIVE AREA:**

The work to be performed is adjacent to the Multi-Species Critical Habitat Conservation Area, (along the both sides of Lake Skinner Entry Drive), which is a habitat for protected species of animal and plant life. This project requires that a County supplied qualified Biological Monitor be present during some periods of the construction activities. During the months of January 1 thru May 31, specific areas within the project limits may have Quino Checkerspot Butterfly (QCB) crossing that will require halting construction activities at those QCB crossings. Construction activities at those specific areas shall be cleared by the Biological Monitor prior to resuming construction work. However, the Contractor shall move on with construction activities at other locations of the project. No personnel, equipment or materials shall be allowed to go beyond the pavement limits or allowed to enter onto the Conservation Area without the expressed permission of the Engineer. The Conservation Area boundary will be designated by County forces prior to the start of work. The Contractor shall become informed with regard to all areas within and adjacent to the project limits that are designated as an Environmentally Sensitive Area (ESA).

The Contractor is cautioned that any trespassing onto Conservation Area property may result in damage to endangered species and/or their habitat, and that such trespass may also result in fines being levied by the California Department of Fish and Game, the U.S. Fish and Wildlife Service or other regulatory agency. Trespass by the Contractor onto the Conservation Area that results in damage to protected habitat or species may also result in costs for habitat restoration and/or off-site in-kind habitat replacement.

The Contractor's attention is directed to Section 7-1.01 "Laws to be Observed" and Section 7-1.11 "Preservation of Property" of the Standard Specifications. The Contractor shall be fully responsible for payment of all fines and habitat restoration /replacement costs 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 California Department of Fish and Game, the U.S. Fish and Wildlife Services or other regulatory agency. The cost of all fines and costs 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.

**AREAS FOR CONTRACTOR'S USE:**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements" of the Standard Specifications and these Special Provisions.

The highway and District right of way and shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

Areas available for the exclusive use of the Contractor are designated on the plans. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within these areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up" of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

**PARTIAL PAYMENTS:**

Attention is direct to Section 9 1.06, "Partial Pavements," and 9 1.07, "Payment After Acceptance," of the Stand Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments" of the Standard Specifications, the amount set forth for all Lump Sum items of work, shall be deemed to be maximum total value of said contract item of work which will be recognized for progress payment purposes:

A. Dust Abatement.	\$1,000.
B. Seal Random Cracks	\$10,000

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract" of the Standard Specifications, the

amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

**ITEMS OF WORK:**

**TRAFFIC CONTROL SYSTEM:**

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

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

Construction staging and traffic control plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the manual on Uniform Traffic Control Devices 2003 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Construction Engineer for review and approval prior to submission of the required plans.

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

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2003 Edition, the corresponding California Supplement, and subsequent modifications as adopted by

the State of California Department of Transportation, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

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

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the Manual on Uniform Traffic Control Devices 2003 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

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

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

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

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

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

Dust control shall conform to the provision of Section 10 of the Standard Specifications except that no extra work will be allowed

when the Engineer orders the application of water for the purpose of controlling dust caused by public traffic as provided for in the last paragraph of Section 10.

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

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

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

**DEVELOP WATER SUPPLY:**

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

Full compensation for developing water supply and furnishing watering equipment shall be considered as included in the prices paid for the various contract items of work involving the use of water and no separate payment will be made therefor.

**DUST ABATEMENT:**

Dust Abatement shall conform to the requirements of Section 10, "Dust Control", of Standard Specifications and these special provisions.



The contract lump sum price paid for Dust Abatement shall include full compensation for conforming to the requirements of this article, as directed by the Engineering, and no additional compensation will be allowed.

**WATER POLLUTION CONTROL (SAN DIEGO - less than 1 acre):**

Throughout the term of this contract, the total land disturbance area of the project site shall be less than 1 acre. The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS010766 or updated to CAS0108740, hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) - San Diego Region. This permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permit may be obtained at the office of the County of Riverside Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at: <http://www.waterboards.ca.gov/sandiego/>

The Contractor shall comply with the requirements of Construction General Permit, the Municipal Permit, and the San Diego CRWQCB's Conditional Waiver No. 2 - "Low Threat" Discharges to Land" (De Minimus Permit).

Contractor's Water Pollution Control Program (WPCP) Preparation Manual shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the *Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (March 2007)*, which is available as a free download from:

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

**WATER POLLUTION CONTROL MEASURES**

A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statues, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact

the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.

- B. Contractor's WPCP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's 2009 California Stormwater Quality BMP Handbook Portal or the Caltrans Construction Site BMP Manual (<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>). Contractor's WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Construction General Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.
- C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

The Contractor shall designate a Water Pollution Control Manager that shall have been trained to implement WPCP or SWPPP requirements. Contractor's Water Pollution Control Manager shall:

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

The WPCP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, SWPPP Developer, and all other employees working on the project receiving formal training or certification.

- D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site.

The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):

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

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

**General Requirements:**

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

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

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

working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's WPCP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised WPCP that is reviewed and approved by the Engineer.

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of the Work", of the Standard Specifications. The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs. All BMP repairs shall also be implemented by the Contractor prior to a qualifying storm event, as defined in the Construction General Permit. The Contractor shall be responsible for bi-weekly, pre and post storm, and quarterly (Jan-Mar, Apr-Jun, Jul-Sept, and Oct-Dec) non-stormwater inspections. At the direction, the Contractor shall be responsible for providing any information for annual reporting purposes in electronic format, including inspection reports, photos, NOI, etc.

The Contractor shall be responsible for obtaining coverage under latest adopted version of the De Minimus Permit, and provide notification prior to a regulated discharge. Compliance with the De Minimus Permit is required by the Municipal Permit. This permit regulates non-stormwater discharges to surface waters of various types of wastes that pose an insignificant threat to water quality and includes monitoring and reporting requirements. At least 60 days before the start of a new (De Minimus) discharge, the contractor shall submit an application and obtain the authorization letter from the (the Regional Board's) Executive Officer to discharge wastewater to surface waters. The types of wastewater discharges regulated under this Permit include the following discharges:

- a) Discharges from the construction and test pumping of water wells to land
- b) Discharges of air conditioner condensate or non-contact cooling

- water to land
- c) Swimming pool discharges to land
  - d) Discharges from short-term construction dewatering operations to land
  - e) "Low Threat" discharges to land and/or groundwater, which may include the following:
    - Groundwater pumped from drinking water wells
    - Groundwater from foundation drains, crawl space pumps, and footing drains
    - Discharges from flushing water lines
    - Discharges from washing vehicles, pavement, buildings, etc.
    - Infiltration from residential/ commercial/ industrial/ recreational facility landscape and lawn irrigation using groundwater or municipal supply water
    - Infiltration from structural infiltration-based best management practices (BMPs)

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

Each proposal shall have listed therein the name and address of a local certified laboratory within 50 miles of the project site to whom the bidder proposes to subcontract all laboratory sampling and analysis, monitoring and report preparation necessary to comply with the Construction General Permit, De Minimus and the Municipal Permit, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The 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 certified laboratory shall have experience with monitoring, sampling and analysis, and report preparation for the Construction General Permit and/or the De Minimus Permit and shall be certified by the State. A list of certified laboratories by the State can be found at:

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

Payment for Water Pollution Control shall be on a lump sum basis and shall include full compensation for the work performed,

including obtaining Permit coverage, developing, preparing, revising, obtaining approval of, and amending the WPCP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the Caltrans Handbooks, De Minimus Permit, Municipal Permit and these Special Provisions, and as directed by the Engineer.

When requested by the Contractor in writing and approved by the Engineer in writing or at the direction of the Engineer, payment for following items may be made on the basis of force account as provided in Section 9-1.03 "Force Account Payment" of the Standard Specifications.

### **1.) De Minimus Permit coverage and compliance**

#### **Street Sweeping.**

The following special provision regarding "Street Sweeping" is being added to the contract document.

#### **GENERAL**

##### **Summary**

This work includes street sweeping.

The SWPPP/MP shall describe and include the use of street sweeping as a Water Pollution Control practice for sediment control and tracking control. Street sweeping shall also conform to all applicable AQMD requirements.

##### **Submittals**

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

- A. The number of street sweepers that will be used as described in the SWPPP/MP.
- B. Type of sweeper technology (or technologies).

##### **Quality Control and Assurance**

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

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

## **CONSTRUCTION**

### **Street Sweepers**

Sweepers must use one of these technologies:

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

### **Operation**

Street sweeping shall be conducted at:

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

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

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

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

- A. Within 1 hour, if sediment or debris is observed on paved areas or paved roadways.

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

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

Material collected during street sweeping must be removed and disposed of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

**Payment :**

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

**FINISHING ROADWAY:**

Finishing roadway shall conform to Section 22 of the Standard Specifications, and these special provisions.

**Payment :**

Full compensation for finishing roadway shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

**PREPARING EXISTING ROADBED FOR ASPHALT-RUBBER SEAL COAT:**

Preparation of the pavement surface shall be the same for both asphalt-rubber seal coat and slurry seal coat. The surfaces shall be thoroughly cleaned of all dirt and extraneous material, have herbicide applied and all weeds removed, and have all cracks sealed as defined in the Special Provisions.

Before placing the sealing material, the pavement surface shall be thoroughly cleaned by sweeping, or other means necessary to remove all loose particles of paving, all dirt, loose chips, and all other extraneous material.

Before comencing the sealing operations, all surface metal utility covers, survey monuments and survey markers which were uncovered shall be covered by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned by the end of the same work day. Ridges or bumps in the finished surface will not be permitted.



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

All raised pavement markers shall be removed prior to the application of asphalt-rubber seal coat and slurry seal coat.

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

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

Except as otherwise provided, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing existing roadbed as shown on the plans, as specified herein, and as directed by the Engineer shall be considered as included in the contract bid price paid per squared yard for asphalt rubber seal coat.

#### **SEAL RANDOM CRACKS:**

All cracks will be filled with a rubberized asphalt material (1/4" below grade) that has a minimum softening point temperature of 200 degrees Fahrenheit and a safe heating temperature of 380 degrees Fahrenheit, or as otherwise directed by the Engineer.

Cracks wider than 1/2 inch width shall be cleaned for the entire crack depth using sandblasting, brushing and air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressibles deep in the crack. The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material. For cracks with depressed surfaces on each side of the crack shall be over filled beyond level with pavement surface and then squeegeed to fill in depressed area.

Cracks wider than 1 inch width shall be filled with pea-gravel and SS grade asphaltic emulsion as directed by the Engineer.

#### **Payment:**

The contract lump sum price paid for Seal Random Cracks shall include full compensation for conforming to the requirements of this article, as directed by the Engineer, and no additional compensation will be allowed therefore.

**SLURRY SEAL:**

Slurry seal shall conform to the provisions in Section 37-2 of the Standard Specifications and these Special Provisions.

The aggregate for slurry seal shall be Type I.

Polymer modified asphaltic emulsion shall be composed of a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent and shall contain a polymer.

The polymer used in the manufacture of polymer modified asphaltic emulsions shall be at the option of the Contractor, either neoprene, or a copolymer of butadiene and styrene. The polymer used in the polymer modified asphaltic emulsion shall be homogenous and shall be milled into the product at the colloid mill.

The polymer modified asphaltic emulsion shall be Grade PMCQS1h and shall conform to the following requirements:

Type	Cationic	
Grade	PMCQS1h	
Properties	Min.	Max
Tests on Emulsion:		
Viscosity SSF @ 25°C, sec AASHTO Designation: T 59	15	90
Sieve Test, % AASHTO Designation T 539	—	0.30
Storage Stability, 1 day, % AASHTO Designation: T 59	—	1
Residue by Evaporation, % California Test 331	57	—
Particle Charge AASHTO Designation: T 59	Positive	
Tests on Residue from Evaporation Test		
Penetration, 25°C AASHTO Designation: T 49	40	90
Ductility, 25°C, mm AASHTO Designation: T 51	400	—
Torsional Recovery, % California Test 332	18	—
or Polymer Content, % California Test 401	2.5	—

Note:

When the test for polymer content of polymer modified asphaltic emulsion is used, see sampling requirements in Section 94-1.03, "Sampling" of the Standard Specifications.

Type I slurry will be applied at least 7 days after the asphalt rubber seal coat.

Type I slurry seal shall be used with the rate of application 12 pounds per square yard slurry mixture or as directed by the Engineer.

The slurry course shall not be placed if either the pavement or the air temperature is below 55° F and falling, but may be applied when both the air and pavement temperature is 45° F or above and rising. The mixture shall not be applied if high relative humidity prolongs and curing beyond a reasonable time.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finish surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.

The Contractor is responsible to roll the slurry surface as directed by the Engineer with a self propelled pneumatic-tired roller after the slurry surface has cured sufficiently.

Adequate means shall be provided to protect the slurry course from damage by traffic until such time that the mixtures has cured

sufficiently so that the slurry course will not adhere to and be picked up by the tires of the vehicle.

Pavement markings and striping shall be installed no earlier than 5 days nor more than 10 days after the application of slurry seal.

After the slurry surface has been in place for one week, the Contractor is required to sweep the surface to remove the loose particles on a **daily basis** or as directed by the Resident Engineer. The Contractor shall provide a **front loader sweeper** for this project.

#### Test Strip:

The Contractor shall construct a test strip for evaluation by the Engineer. One test strip shall be placed for Type I slurry. The test strip shall be 400 to 600 feet long and shall replicate the full production placement of the slurry. The Engineer will evaluate the completed test strip for 72 hours after traffic has been allowed on it to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strips will be rejected. The Contractor shall make modifications to the mix design or procedure and new test strips shall be constructed. The new test strips will be evaluated by the Engineer as previously specified. Rejected test strips shall be at the Contractor's expense and shall be removed if so directed by the Engineer.

#### Payment:

The contract unit price paid per square yard for Slurry Seal (Type I) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved and no additional compensation will be allowed therefor.

#### **ASPHALT-RUBBER SEAL COAT:**

Asphalt-rubber seal coat shall consist of an application of asphalt-rubber binder and screenings precoated with paving asphalt. Asphalt-rubber sea coats shall conform to the provisions specified for seal coats in Section 37-1, "Seal Coats," of the Standard Specifications and to these special provisions.

#### **GENERAL**

All work involved in the installation of ASPHALT-RUBBER SEAL COAT shall be performed between the hours of **6:00 A.M.** and **1:00 P.M.**

The Contractor shall furnish a Certificate of Compliance to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each material used in the asphalt-rubber binder and the asphalt-rubber binder mixture. When requested by the Engineer, the Contractor shall also submit samples with the Certificates of Compliance. The Contractor shall provide the Engineer a Material Safety Data Sheet (MSDS) for each of the constituent components of the asphalt-rubber binder and for the completed mixture of the asphalt-rubber binder.

The Contractor shall provide a Certificate of Compliance for each truck load of crumb rubber modifier (CRM), paving asphalt, and asphalt modifier delivered to the project. The Quality Control Program used by the manufacturer of each ingredient shall include a sampling and testing frequency as shown below:

- A. CRM shall be tested except for the grading requirement, at least once for every 250 tons with a minimum of once per project. CRM shall be tested for grading for every truck load delivered to the project.
- B. Paving asphalt shall be tested at least once for every 200 tons of production with a minimum of once per project.
- C. Asphalt modifier shall be tested at least once for every 25 tons of production with a minimum of once per project.
- D. A copy of the laboratory test results for the test parameters specified in these special provisions for CRM, paving asphalt, and asphalt modifier shall be submitted to the Engineer with the Certificate of Compliance for each truck load of individual material delivered to the project.

Certified volume or weight slips shall be delivered to the Engineer for materials supplied.

Full compensation for placing a leveling course on areas shown on the plans or as directed by the Resident Engineer shall be considered to be included in other items of work and no additional compensation will be allowed therefore.

#### **PAVING ASPHALT**

Paving asphalt to be used in the asphalt-rubber binder shall be Grade PG 64-16 and shall conform to the provisions in Section 92, "Asphalts," of the Standard Specifications and these special provisions.

The paving asphalt for use in asphalt-rubber binder shall be modified with asphalt modifier. Paving asphalt shall not be polymer modified.

### ASPHALT MODIFIER

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

Asphalt Modifier		
Test Parameter	ASTM Designation	Requirement
Viscosity, m <sup>2</sup> /s (10 <sup>-6</sup> ) at 100°C	D 445	X ±3*
Flash Point, CL.O.C. °C	D 92	207 min.
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 max.
Aromatics, percent by mass	D 2007	55 min.

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

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt-rubber binder is blended and reacted. Asphalt modifier shall be added at an amount of 2.5 percent to 6.0 percent by weight of the paving asphalt based on the recommendation of the asphalt-rubber binder supplier.

The paving asphalt shall be at a temperature of not less than 375 °F nor more than 440 °F when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt, before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. This premixing of asphalt modifier and paving asphalt will not be required when all ingredients of the asphalt-rubber binder are proportioned and mixed simultaneously.

Asphalt modifier and paving asphalt shall be measured for proportioning with meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

## **CRUMB RUBBER MODIFIER (CRM)**

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings.

The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources. Steel and fiber separation shall be accomplished by any method. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles that pass through the grinder or granulator without being ground or granulated, respectively, shall not be used.

CRM shall not contain more than 0.01 percent wire (by weight of CRM) and shall be free of other contaminants, except fabric.

Fabric shall not exceed 0.05 percent by weight of CRM. A certificate of compliance certifying these percentages shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The test and method for determining the percent by weight of wire and fabric will be furnished to interested persons upon request.

The length of an individual CRM particle shall not exceed 3/16 inch.

The CRM shall be sufficiently dry so that the CRM will be free flowing and will not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum amount of 3 percent by weight of CRM to prevent CRM particles from sticking together.

The CRM shall have a specific gravity of between 1.1 and 1.2 as determined by California Test 208. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately. CRM material shall conform to the following requirements as determined by ASTM Designation: D 297:

Test Parameter	Scrap Tire CRM Percent		High Natural CRM Percent	
	Minimum	Maximum	Minimum	Maximum
Acetone Extract	6.0	16.0	4.0	16.0
Rubber Hydrocarbon	42.0	65.0	50.0	—
Natural Rubber content	22.0	39.0	40.0	48.0
Carbon Black Content	28.0	38.0	—	—
Ash Content	—	8.0	—	—

The CRM for asphalt-rubber binder shall conform to the gradations specified below when tested in conformance with the requirements in ASTM Designation: C 136, except as follows:

- A. Split or quarter 100 g±5 g from the CRM sample and dry to a constant mass at a temperature of not less than 57°C nor more than 63°C and record the dry sample mass. Place the CRM sample and 5 g of talc in a 0.5-L jar. Seal the jar, then shake the jar by hand for a minimum of one minute to mix the CRM and the talc. Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc is uniformly mixed.
  
- B. Place one rubber ball on each sieve. Each ball shall have a mass of 8.5 g ±0.5 g, have a diameter of 24.5 mm ±0.5 mm, and shall have a Shore Durometer "A" hardness of 50 ±5 in conformance with the requirements in ASTM Designation: D 2240. After sieving the combined material for 10 minutes ±1 minute, disassemble the sieves. Material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-mm sieve and leave this material (do not discard) on the scale or balance. Observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00-mm sieve) shall be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on that sieve (2.00-mm sieve). Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total mass of fabric balls in the sample.
  
- C. Determine the mass of material passing the 75-μm sieve (or mass retained in the pan) by subtracting the accumulated mass



retained on the 75- $\mu$ m sieve from the accumulated mass retained in the pan. If the material passing the 75- $\mu$ m sieve (or mass retained in the pan) has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75- $\mu$ m sieve and record that number (next to the crossed out number) as the accumulated mass retained in the pan. If the material passing the 75- $\mu$ m sieve (or mass retained in the pan) has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan is made to account for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent:

Scrap Tire CRM Gradations

Percentage Passing			
Sieve Size	Gradation Limit	Operating Range	Contract Compliance
No. 8	100	100	100
No. 10	98-100	95-100	90-100
No. 16	45-75	35-85	32-88
No. 30	2-20	2-25	1-30
No. 50	0-6	0-10	0-15
No. 100	0-2	0-5	0-10
No. 200	0	0-2	0-5

The County deducts \$250.00 for each gradation test for scrap tire CRM not within the "Operating Range" but meets the "Contract Compliance" requirement. Each test represents 10,000 pounds of scrap tire CRM or the amount used in that day's production, whichever is less.

The County deducts \$1,100.00 for each gradation test for scrap tire CRM not within the "Contract Compliance" requirement. Each test represents 10,000 pounds of scrap tire CRM or the amount used in that day's production, whichever is less.

### High Natural CRM Gradations

Percentage Passing			
Sieve Size	Gradation Limit	Operating Range	Contract Compliance
No. 10	100	100	100
No. 16	95-100	92-100	85-100
No. 30	35-85	25-95	20-98
No. 50	10-30	6-35	2-40
No. 100	0-4	0-7	0-10
No. 200	0-1	0-3	0-5

The County deducts \$250.00 for each gradation test for high natural CRM not within the "Operating Range" but meets the "Contract Compliance" requirement. Each test represents 3,400 pounds of high natural CRM or the amount used in that day's production, whichever is less.

The County deducts \$600.00 for each gradation test for high natural CRM not within the "Contract Compliance" requirement. Each test represents 3,400 pounds of high natural CRM or the amount used in that day's production, whichever is less.

#### **ASPHALT-RUBBER BINDER**

Asphalt-rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier.

At least 15 days before its intended use, the Contractor shall furnish the Engineer four 1-quart cans filled with the asphalt-rubber binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation and samples of all materials to be used in the asphalt-rubber binder, at least 15 days before construction is scheduled to begin. The binder formulations shall consist of the following information:

##### A. Paving Asphalt and Modifiers:

1. Source and grade of paving asphalt.
2. Source and identification (or type) of modifiers used.
3. Percentage of asphalt modifier by weight of paving asphalt.
4. Percentage of the combined blend of paving asphalt and asphalt modifier by total weight of asphalt-rubber binder to be used.
5. Laboratory test results for test parameters shown in these special provisions.

##### B. Crumb Rubber Modifier (CRM):

1. Source and identification (or type) of scrap tire and high natural CRM.
2. Percentage of scrap tire and high natural CRM by total weight of the asphalt-rubber blend.
3. If CRM from more than one source is used, the above information will be required for each CRM source used.
4. Laboratory test results for test parameters shown in these special provisions.

### C. Asphalt-Rubber Binder:

1. Laboratory test results of the proposed blend for test parameters shown in these special provisions.
2. The minimum reaction time and temperature.

The method and equipment for combining the paving asphalt, asphalt modifier, and CRM shall be so designed and accessible that the Engineer can readily determine the percentages by weight for each material being incorporated into the mixture.

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 79 percent  $\pm 1$  percent combined paving asphalt and asphalt modifier and 21 percent  $\pm 1$  percent CRM. However, the minimum amount of CRM shall not be less than 20.0 percent. Lower values shall not be rounded up. The CRM shall be combined at the production site and shall contain 76 percent  $\pm 2$  percent scrap tire CRM and 24 percent  $\pm 2$  percent high natural CRM, by weight.

The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture shall be considered to be chemically compatible when the mixture meets the requirements for asphalt-rubber binder (after reacting) found in these special provisions.

The blended paving asphalt and asphalt modifier mixture and the CRM shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture.

The temperature of the blended paving asphalt and asphalt modifier mixture shall not be less than 375 °F nor more than 440 °F when the CRM is added. The combined materials shall be reacted for a minimum of 45 minutes after incorporation of the CRM at a temperature of not less than 375 °F nor more than 425 °F. The temperature shall not be higher than 10 °F below the actual flash point of the asphalt-rubber binder.

After reacting, the blended asphalt-rubber binder shall conform to the following requirements:

Blended Asphalt-Rubber Binder

Test Parameter	ASTM Test Method	Requirement	
		Minimum	Maximum
Cone Penetration @ 25°C, 1/10 mm	D 217	25	60
Resilience @ 25°C, Percent rebound	D 5329	18	40
Field Softening Point, °C	D 36	55	88
Viscosity @190°C, Pa • s (x10 <sup>-3</sup> )	See Note	1500	2500

NOTE:

The viscosity test shall be conducted using a hand held Haake Viscometer Model VT-02 with Rotor 1, 24 mm depth x 53 mm height, or equivalent, as determined by the Engineer. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosities ranging from 1000 to 5000 Pa • s (x10<sup>-3</sup>). The viscometer will be considered accurate if the values obtained are within 300 Pa • s (x10<sup>-3</sup>) of the known viscosity. The known viscosity value shall be based on the fluid manufacturer's standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. All viscometers used on the project shall be verified to be accurate. The test method for determining the viscosity of asphalt-rubber binder using a hand held viscometer is available at the Transportation Laboratory, Office of Pavement Consulting Services, Sacramento, California, Telephone (916) 227-7300. The accuracy verification results shall be provided to the Engineer and shall be certified by a Certificate of Compliance. The Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The Contractor shall provide a Haake Viscometer, or equivalent, at the production site during the combining of asphalt-rubber binder materials. The Contractor shall take viscosity readings of asphalt-rubber binder from samples taken from the reaction vessel a minimum of 45 minutes after incorporation of the CRM. Readings shall be taken at least every hour with not less than one reading for each batch of asphalt-rubber binder. The binder shall not be applied to the pavement surface until at least two consecutive descending readings are within the viscosity range for asphalt-rubber binder required in these special provisions. The Contractor shall log these results, including time and asphalt-rubber binder temperature. A copy of the log shall be submitted to the Engineer on a daily basis. As determined by the Engineer, the Contractor shall either notify the Engineer at least 15 minutes prior to each test or provide the Engineer a schedule of testing times. If required by the Engineer, the Contractor shall perform viscosity testing prior to application.

The reacted asphalt-rubber binder shall be maintained at a temperature of not less than 375 °F nor more than 415 °F. If any of the material in a batch of asphalt-rubber binder is not used within 4 hours after the 45-minute reaction period, heating of the material shall be discontinued. If the asphalt-rubber binder cools below 375 °F and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 375 °F nor more than 415 °F prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated asphalt-rubber binder shall conform to the requirements for blended asphalt-rubber binder.

**SCREENINGS**

Screenings shall conform to the provisions in these special provisions and in Section 37-1.02, "Materials," of the Standard Specifications, except that the third, fourth, eighth, and ninth paragraphs of Section 37-1.02 shall not apply.

Stockpiling of screenings after preheating and precoating with paving asphalt will not be permitted.

If the ambient temperature is below 65 °F or the haul time exceeds 30 minutes, canvas or similar covers that completely cover each load of precoated screenings shall be used during hauling to minimize temperature drop of the precoated screenings.

Screenings shall conform to the following grading requirements prior to precoating with paving asphalt:

Screening Grading Requirements 3/8-inch Maximum	
Sieve Sizes	Percentage Passing
3/4"	100
1/2"	95 - 100
3/8"	70 - 85
No. 4	0 - 15
No. 8	0 - 5
No. 200	0 - 1

Screenings shall conform to the following quality requirements immediately prior to preheating:

Screenings Quality Requirements

Test Parameters	California Test	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 Max.
Los Angeles Rattler Loss (500 Revolutions)	211	40 Max.
Film Stripping	302	25 Max.
Cleanness Value	227	80 Min.
Durability	229	52 Min.

Screenings for asphalt-rubber seal coat shall be preheated to between 260 °F and 325 °F and uniformly coated at a rate of 0.5 percent to 1.0 percent by weight of dry aggregate with any of the asphalts specified in the table "Performance Graded Asphalt Binder" in Section 92, "Asphalts," of the Standard Specifications. Screenings shall be coated at a hot mix asphalt concrete plant that has been approved in conformance with the requirements in California Test 109 and the Department's material plant quality program. The exact rate will be determined by the Engineer.

**EQUIPMENT**

The Contractor shall utilize the following equipment for asphalt-rubber seal coat operations:

- A. Self-propelled power brooms that clean the existing pavement and remove loose screenings without dislodging screenings set in the asphalt-rubber binder. Gutter brooms or steel-tined brooms shall not be used;
- B. Pneumatic tired rollers conforming to the provisions in Section 39-3.03, "Spreading and Compacting Equipment," of the Standard Specifications, except that the rollers shall have an air pressure of 100 pounds per square inch and maintained so that the air pressure will not vary more than ±5 pounds per square inch in each tire or the tires shall be foam filled. A sufficient number of rollers shall be used so that one complete coverage will be provided in one pass;
- C. A self-propelled screenings spreader, equipped with a screenings hopper in the rear and belt conveyors to carry the screenings to the front of a spreading hopper. The screenings spreader shall be capable of providing a uniform screening spread rate over the entire width of the traffic lane in one application;
- D. An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This

unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within  $\pm 5$  °F and shall be of the recording type;

- E. A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The blending system shall vary the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than  $\pm 25$  °F. The paving asphalt feed, the asphalt modifier feed, and CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device that delivers a representative sample of the completed asphalt-rubber binder of sufficient size to permit the required tests;
- F. An asphalt-rubber binder storage tank equipped with a heating system to maintain the proper temperature of the asphalt-rubber binder and an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier, and CRM;
- G. A self-propelled truck or trailer mounted distributor, equipped with an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM. The distributor shall have a pump or pumps that sprays asphalt-rubber binder within  $\pm 0.05$  gallon per square yard of the specified rate. The distributor shall have a fully circulating spray bar that applies the asphalt-rubber binder without a streaked or otherwise irregular

pattern. The distributor shall be equipped with a tachometer, pressure gages, volume measuring devices, and thermometer. The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles are in full view and readily accessible for unplugging plugged nozzles, should plugging occur; and

H. Tailgate discharge trucks for hauling screenings shall be equipped with a device to lock onto the hitch at the rear of the screenings spreader. Haul trucks shall be compatible with the screenings spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in screenings spilling while dumping into the receiving hopper.

I. Under supports for scale bearing points for scale structures where the total load, live plus dead load, is less than 17 tons, shall be as follows:

1. Structure shall be supported on at least 4 legs. The total load on any one leg shall not be greater than 14.5 psi.
2. Undersupport shall be structural grade steel with a minimum cross sectional dimension of 20 inches and a minimum thickness of 1.5 inch.
3. Entire scale structure including supports shall be constructed so no movement or deflection is possible during production operations. Only metal shall be used in the scale support structure.
4. Scale structure shall be level during device calibration and material production.
5. Adequate drainage shall be provided to prevent saturation of the ground under the scale. The ground under the scale shall remain in a condition which will support 14.5 psi at each support.
6. At the option of the Contractor, the scale structure shall be installed using concrete under supports in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications may be used.

Equipment shall be approved by the Engineer prior to use.

#### **APPLYING ASPHALT-RUBBER BINDER**

Asphalt-rubber binder shall be applied in conformance with these special provisions and with the provisions for applying asphaltic emulsion in Section 37-1.05, "Applying Asphaltic Emulsion," of the Standard Specifications, except that the first, second, third,



fourth, fifth, ninth, and twelfth paragraphs of Section 37-1.05 shall not apply.

Asphalt-rubber binder for asphalt-rubber seal coat shall be applied where shown on the plans at a rate of 0.55 gallon to 0.65 gallon per square yard. If a variable application rate apparatus is implemented and the Engineer approves, the rate in the wheel paths may be reduced to 0.50 gallon per square yard. The exact rate will be determined by the Engineer.

Attention is directed to Section 7-1.11, "Preservation Of Property," of the Standard Specifications and "Existing Highway Facilities" of these special provisions regarding protecting highway facilities from seal coat.

Asphalt-rubber binder shall be placed upon a clean, dry surface. The pavement surface temperature shall be a minimum of 55 °F where asphalt-rubber binder is to be applied. The atmospheric temperature shall be a minimum of 60 °F and a maximum of 105 °F.

Distributor bar height, distribution speed, and shielding materials shall be utilized to reduce the effects of wind upon spray distribution as directed by the Engineer. The Engineer will delay or reschedule work when high, gusting or dirty winds prevent or adversely affect binder or screening application operations. Necessary equipment shall be in position and ready to commence placement operations before starting.

The Contractor shall comply with Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

The asphalt-rubber binder shall be applied to the roadway immediately following mixing and reacting and shall be applied at a temperature not less than 385 °F nor more than 415 °F. Asphalt-rubber binder application shall not be in excess of that which can be covered with screenings within 2 minutes.

When placing asphalt-rubber seal coat at intersections, left turn lanes, gore points, and other irregular areas, asphalt-rubber application shall not be in excess of that which can be covered with screenings within 15 minutes.

When joining edges against areas with screenings, the joint shall be swept clean of excess screenings prior to the adjacent

application of asphalt-rubber binder. Transverse joints of this type shall be constructed by placing roofing paper across and over the end of the previous asphalt-rubber seal coat application.

Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes.

Longitudinal joints shall be overlapped for complete coverage.

The overlap shall not exceed 4 inches, except with the approval of the Engineer the overlap may be up to 8 inches.

At longitudinal joints with screenings, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface.

Defects shall be corrected at the Contractor's expense.

Joints between areas of asphalt-rubber binder without screenings shall be made by overlapping asphalt-rubber binder distributions.

The excess material shall be properly dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt-rubber binder.

The application of asphalt-rubber binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by a squeegee, rake, or other means approved by the Engineer.

#### **SPREADING SCREENINGS**

Screenings for asphalt-rubber seal coat shall be spread in conformance with the provisions specified for spreading screenings on asphaltic emulsion in these special provisions and in Section 37-1.06, "Spreading Screenings," of the Standard Specifications, except that the first, fifth, sixth, and seventh paragraphs of Section 37-1.06 shall not apply.

Following the application of the asphalt-rubber binder, screenings shall be placed over areas receiving asphalt-rubber binder.

Screenings for asphalt-rubber seal coat shall be applied at a temperature not less than 225 °F and not more than 325 °F after applying asphalt-rubber binder.

The Contractor shall prevent any vehicle, including construction equipment, from driving on the asphalt-rubber binder prior to application of screenings.

Screenings shall be applied at a rate of 28 pounds to 40 pounds per square yard. The exact rate will be determined by the Engineer. The completed spread rate shall be within 10 percent of the rate determined by the Engineer. The completed surface shall be free of gaps, ridges, depressions or other irregularities caused by the application of the asphalt-rubber seal coat.

### **FINISHING**

Asphalt-rubber seal coat shall be finished in conformance with the provisions for finishing screenings spread on asphaltic emulsion in these special provisions and in Section 37-1.07, "Finishing," of the Standard Specifications, except that the second, third, seventh, eighth, and ninth paragraphs of Section 37-1.07 shall not apply.

Initial rolling of the asphalt-rubber seal coat shall consist of a minimum of one complete coverage with one or more pneumatic-tired rollers and shall begin within 90 seconds following the placement of the screenings.

The distance between the rollers and the screenings spreader shall not exceed 200 feet at any time during the spreading of the screenings operations.

A minimum of 3 complete coverages with pneumatic tired rollers, after the initial coverage must be made on the asphalt-rubber seal coat. Coverages shall conform to the provisions in Section 39-3.04, "Transporting, Spreading, and Compacting," of the Standard Specifications. When permitted by the Engineer, the final roller coverage may be made with one steel wheel roller weighing 8 tons minimum and 10 tons maximum. If a steel wheel roller is used, the roller shall be operated in the static mode only.

Sweeping shall be a multi-step operation following final rolling of the screenings. Loose screenings shall be removed from the roadway surface and abutting adjacent areas. Loose screenings shall be disposed of at least 150 feet from the nearest waterway.

Initial sweeping shall be completed before controlled traffic is permitted on the asphalt-rubber seal coat. Removal of excess screenings shall be completed before uncontrolled traffic is permitted on the completed asphalt-rubber seal coat. Final sweeping shall be done and loose screenings shall be removed without dislodging the screenings set in the asphalt-rubber binder prior to acceptance.

**Measurement and Payment:**

No adjustment in compensation will be made for any increase or decrease in the quantities of asphaltic emulsion (fog seal coat) and sand cover required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of asphaltic emulsion (fog seal coat) and sand cover.

Asphalt-Rubber Seal Coat will be paid for at a unit price per square yard, including preparation of existing roadbed for resurfacing, asphalt rubber binder, and aggregate in place on the roadbed.

The contract price paid per square yard for Asphalt-Rubber Seal Coat shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Asphalt-Rubber Seal Coat, complete in place, as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

**ROADSIDE SIGNS:**

Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications **and the Manual of Uniform Traffic Control Devices** and these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 kg/m<sup>3</sup>, and need not be incised.

**Payment:**

Payment for furnishing and placing Roadway Signs (2-Post) will be at the lump sum price bid and shall include full compensation for furnishing all labor, materials (including sign panel), tools, equipment and no additional compensation will be allowed therefore.

**PAVEMENT MARKERS:**

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

Pavement markers shall be 3M Centerlite 290 or approved alternative. Pavement markers that are approved by Caltrans which meet the County's Special Provision requirements will also be accepted.

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

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

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

**Payment :**

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

**THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKING:**

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

Payment for Thermoplastic Traffic Stripe and Pavement Marking shall be paid by the lump sum price bid and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work necessary to apply the traffic stripe complete in place and no additional compensation will be allowed.

**OBSTRUCTIONS:**

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

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

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be

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

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

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

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

No excavation shall be made within 4 feet of any underground utilities, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This

requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

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

Underground Service Alert	800-227-2600
Southern California Edison Company	714-796-9920
Southern California Gas Company	818-701-4546
AT & T	714-963-7964
Verizon Communications	951-929-9427
Kinder Morgan Energy Partners, L.P.	714-560-4600
Rancho California Water District	951-296-2089

### **Method of Payment**

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

### **Adjustments to Grade for Obstructions**

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

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

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



the responsibility of the owning utility company, except as provided herein.

Said work shall be performed in accordance with Section 15-2.05A, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers shall be considered as included in the contract price paid for asphalt concrete or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

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

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

1. Contractor shall coordinate all work with the utility owner.
2. Contractor shall be responsible for all costs and shall be responsible for any damage caused to the owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities, the Contractor shall notify the Engineer and the utility owner of that damage prior to performing additional work on the facility.
3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel

plates, and if the Contract items of work include adjustment to final grade, the Contractor shall return the steel plates to the Utility owner's yard, or as otherwise arranged with the Utility owner.

5. Prior to paving or covering the plated utility facility, the Contractor shall tie-out the facility utilizing a method acceptable to the utility owner and provide notes and data of all covered facilities to both the utility owner and the Engineer.
6. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.
7. The requirements for lowering of surface facilities shall not apply to vaults. The Contractor shall notify the utility owner of the need to make adjustments to such major facilities.
8. The Contractor is reminded that the utility facilities are owned by public and private utility companies that operate their facilities within public rights of way. The utility owner's preferences with regards to the handling of its facilities shall be complied with to the greatest extent feasible.

#### **Method of Payment**

Full compensation for initial lowering of surface utilities facilities shall be considered as included in the contract price paid for asphalt concrete, or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply with the requirements of this section shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

## **APPENDICES**





OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors  
KIMBERLY A. RECTOR  
Assistant Clerk of the Board

March 15, 2011

THE PRESS ENTERPRISE  
ATTN: LEGALS  
PO BOX 792  
RIVERSIDE, CA 92501  
legals@pe.com

FAX (951) 368-9018  
E-MAIL:

**RE: NOTICE INVITING BIDS: LAKE SKINNER RECREATION AREA ENTRY DRIVE  
PROJECT C1-0619**

To Whom It May Concern:

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

Thursday	- March 17, 2011	Tuesday	- March 22, 2011
Friday	- March 18, 2011	Wednesday	- March 23, 2011
Saturday	- March 19, 2011	Thursday	- March 24, 2011
Sunday	- March 20, 2011	Friday	- March 25, 2011
Monday	- March 21, 2011	Saturday	- March 26, 2011

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*McGil*

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

## Gil, Cecilia

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**From:** PE Legals [legals@pe.com]  
**Sent:** Tuesday, March 15, 2011 12:00 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: LAKE SKINNER RECREATION AREA ENTRY DRIVE

I have received for publication as soon as I have a proof I will send it to you for your review/records.

Kimberly Solis

**enterprise**media

Publisher of The Press Enterprise

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Tuesday, March 15, 2011 11:39 AM  
**To:** PE Legals  
**Subject:** FOR PUBLICATION: LAKE SKINNER RECREATION AREA ENTRY DRIVE

Hello! I was waiting for the Board to approve this...but it's taking a long time..so, I'm sending it to you now and I'll know by then if I need to pull it back or not.

Notice Inviting Bids for publication from March 17 to March 26, 2011. Please confirm. THANK YOU!

*Cecilia Gil*

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

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

**PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

## NOTICE INVITING BIDS

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

### LAKE SKINNER RECREATION AREA ENTRY DRIVE BOREL ROAD/WARREN ROAD TO CHECK STAND/ENTRY STATION

### PAVING REHABILITATION PROJECT

### PROJECT No. C1-0619

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, March 30, 2011, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated January, 2011, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$35.00 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

The Contractor is required to have a Class "A" license or "C-12" or "C-32" license at the time of bid submission.

#### Engineer Estimate

Base Bid:	\$104,000 - \$122,000
Alternate 1:	\$ 40,700 - \$ 47,500
Alternate 2:	\$ 20,000 - \$ 23,500
Bid Bond	10 %
Performance Bond	100%
Payment Bond	100%
Working Days	20 Days

[www.tlma.co.riverside.ca.us/trans](http://www.tlma.co.riverside.ca.us/trans)

Dated: March 15, 2011

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

THE PRESS-ENTERPRISE TV.com

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① BILLING PERIOD | ② ADVERTISING/CLIENT NAME  
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 COUNTY OF RIVERSIDE  
 P.O. BOX 1147  
 RIVERSIDE CA 92502

⑨ BILLED ACCOUNT NUMBER | REP NO  
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03/17	4281917 CO	NIB - LAKE SKINNER PROJ # C1-0 Class : 10 Ctext Ad# 10586769 Placed By : Cecilia Gil	95 L 1.30		123.50
03/18	4281917 CO	NIB - LAKE SKINNER PROJ # C1-0 Class : 10 Ctext Ad# 10586769 Placed By : Cecilia Gil	95 L 1.20		114.00
03/19	4281917 CO	NIB - LAKE SKINNER PROJ # C1-0 Class : 10 Ctext Ad# 10586769 Placed By : Cecilia Gil	95 L 1.20		114.00
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03/24	4281917 CO	NIB - LAKE SKINNER PROJ # C1-0 Class : 10 Ctext Ad# 10586769 Placed By : Cecilia Gil	95 L 1.20		114.00
03/25	4281917 CO	NIB - LAKE SKINNER PROJ # C1-0 Class : 10 Ctext Ad# 10586769 Placed By : Cecilia Gil	95 L 1.20		114.00
03/26	4281917 CO	NIB - LAKE SKINNER PROJ # C1-0 Class : 10 Ctext Ad# 10586769 Placed By : Cecilia Gil	95 L 1.20		114.00

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Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NIB - Lake Skinner Proj # C1-0619

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

03-17-11  
03-18-11  
03-19-11  
03-20-11  
03-21-11  
03-22-11  
03-23-11  
03-24-11  
03-25-11  
03-26-11

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

Date: Mar. 26, 2011  
At: Riverside, California



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

Ad #: 10586769

PO #:

Agency #: \_\_\_\_\_

Ad Copy:

## NOTICE INVITING BIDS

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

**LAKE SKINNER RECREATION AREA  
ENTRY DRIVE  
BOREL ROAD/WARREN ROAD TO CHECK STAND/  
ENTRY STATION  
PAVING REHABILITATION PROJECT  
PROJECT No. C1-0619**

Proposal shall be delivered to the Riverside County Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, March 30, 2011, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated January, 2011, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$35.00 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

The Contractor is required to have a Class "A" license or "C-12" or "C-32" license at the time of bid submission.

Engineer Estimate	
Base Bid:	\$104,000 - \$122,000
Alternate 1:	\$ 40,700 - \$ 47,500
Alternate 2:	\$ 20,000 - \$ 23,500
Bid Bond	10 %
Performance Bond	100%
Payment Bond	100%
Working Days	20 Days

[www.tlma.co.riverside.ca.us/trans](http://www.tlma.co.riverside.ca.us/trans)

Dated: March 15, 2011  
Kecia Harper-Ihem,  
Clerk of the Board  
By: Cecilia Gil,  
Board Assistant

3/17, 18, 19, 20, 21, 22, 23, 24, 25, 26