

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

105



FROM: Redevelopment Agency

SUBMITTAL DATE:
March 3, 2011

SUBJECT: Rubidoux Area II Street and Drainage Improvement Project – Approval of Plans and Specifications

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a. The construction of the Rubidoux Area II Project is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area through constructing and improving drainage and sidewalks, streets, curb, and gutters to current development standards in an area that currently has intermittent sidewalks and poor drainage conditions;
 - b. No other reasonable means of financing the cost of the project are available to the community due to the fact that there are no county funds available;
 - c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for street improvements as needed infrastructure;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR
DATE: 3/17/11
Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

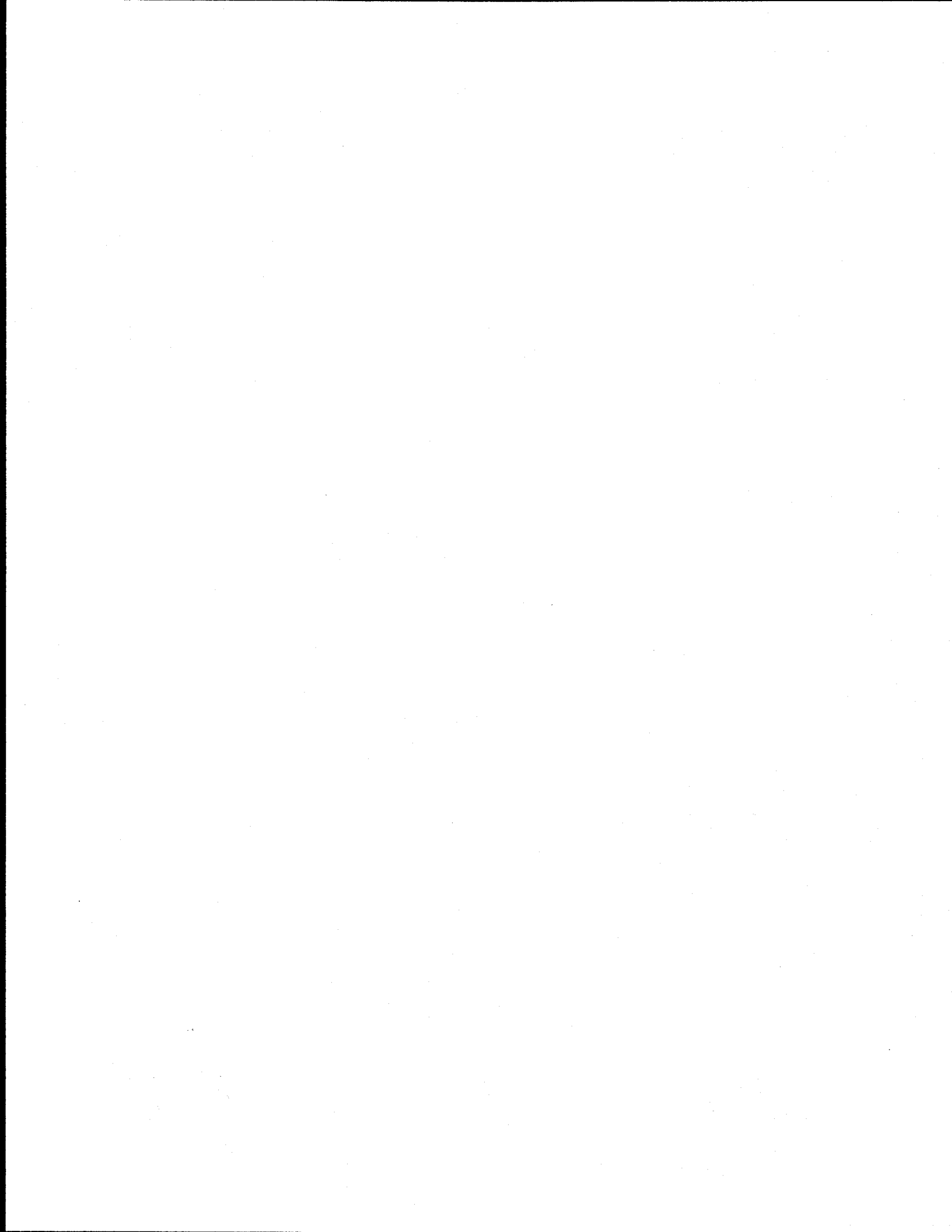
On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
 Nays: None
 Absent: Ashley
 Date: April 5, 2011
 xc: RDA, COB

Kecia Harper-Ihem
 Clerk of the Board,
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 4.2 of 12/18/07; 4.1 of 3/11/03 | **District:** 2 | **Agenda Number:** 4.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD



RECOMMENDED MOTION: (Continued)

2. Adopt the California Environmental Quality Act (CEQA) Initial Study/Negative Declaration prepared for the project;
3. Approve the plans and specifications for the Rubidoux Area II Street Improvement Project; and,
4. Authorize the Clerk of the Board to advertise the Notice Inviting Bids for Rubidoux Area II Street Improvement Project.

BACKGROUND:

On March 11, 2003, the Board of Directors entered into an agreement with Pettit, Inc., to design and engineer the Rubidoux Area II Street Improvement Project in order to improve drainage conditions, pedestrian, and vehicular traffic along Crestmore, Daly, Wallace, 34th, 35th, 36th, 37th, and Odell Streets. The community is heavily dependent on pedestrian transportation and the drainage, sidewalk, and street improvements will enhance safety conditions for the community of Rubidoux. In addition, the project will eliminate flooding conditions, which currently occur during the rainy season in the Rubidoux Area.

These street and sidewalk improvements will benefit the Jurupa Valley Redevelopment Project Area by significantly improving the existing infrastructure and pedestrian access in the area, which is currently characterized by poor drainage problems and dirt frontages.

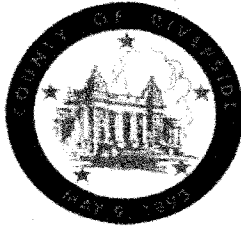
The California Environmental Quality Act (CEQA) documentation and findings are being presented for Board approval. In accordance with CEQA (Public Resources Code Section 21000-21177), an Initial Study was prepared to analyze the proposed project to determine any potential significant impacts upon the environment that would result from construction and implementation of the project.

The analysis contained in the Initial Study demonstrates that the project would not have any significant impacts on the environment. The Initial Study/Negative Declaration (IS/DN) was prepared and circulated for the mandated 30-day public review and comment period.

Pursuant to CEQA Section 15074, the county shall consider all comments received during the review period prior to adoption of the IS/ND. The comment letters are included in the IS/ND. The Notice of Determination is included as an attachment.

Staff recommends the Board make the project findings, adopt the IS/ND, approve the project plans and specifications, and authorize the Clerk of the Board to advertise the Notice Inviting Bids, so the Redevelopment Agency may proceed with securing bids for the construction of the improvements





Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

4/7/11
Date

FB
Initial

Notice of Determination

To:
 Office of Planning and Research
 For U.S. Mail: P.O. Box 3044
 Sacramento, CA 95812-3044

From:
 Public Agency: Redevelopment Agency for the County of Riverside
 Address: 3043 10th Street, 4th Floor
Riverside, CA 92501
 Contact: Claudia Steiding
 Phone: (951) 955-8174

County Clerk
 County of: Riverside
2724 Gateway Drive
P.O. Box 751
 Address: Riverside, CA 92502-0751

Lead Agency (if different from above):
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2011021040

Project Title: Rubidoux Area II Street Improvement Project (EA 1206001010)

Project Location (include county): The proposed Rubidoux Area 2 Project would encompass over (5) city blocks, of the unincorporated area of Rubidoux, Riverside County, California. The project boundaries include: Wallace Street, Daly Avenue, 37th Street, 36th Street, 35th Street, 34th Street, Odell Street & Crestmore Road, Rubidoux, Riverside County, CA 92509. Latitude: 33° 59' 40.8581"N, Longitude: -117° 23' 52.9296"

Project Description: The proposed improvements include sidewalks, curb and gutter, handicap ramps, driveways, repaving of existing streets, new storm drain connections and upgrades to street lighting. The area currently has none of these existing improvements and is required by federal and state regulations to bring the existing area into compliance for public health and safety.

This is to advise that the Redevelopment Agency for the County of Riverside approved the above project on

Lead agency or Responsible Agency

April 5, 2011 and has made the following determinations regarding the above described project:
(tentative date)

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was was not adopted for this project.
5. A statement of Overriding Considerations was was not adopted for this project.
6. Findings were were not made pursuant to the provisions of CEQA.


APR 05 2011 4.6



This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

General Public at: County of Riverside
Economic Development Agency
3043 10th Street, 4th Floor
Riverside, CA 92501

Louis B. Robidoux Library
5840 Mission Boulevard
Riverside, CA 92509

Signature: (Public Agency)  Title: Board Assistant

Date: 4/5/11 Date received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2005

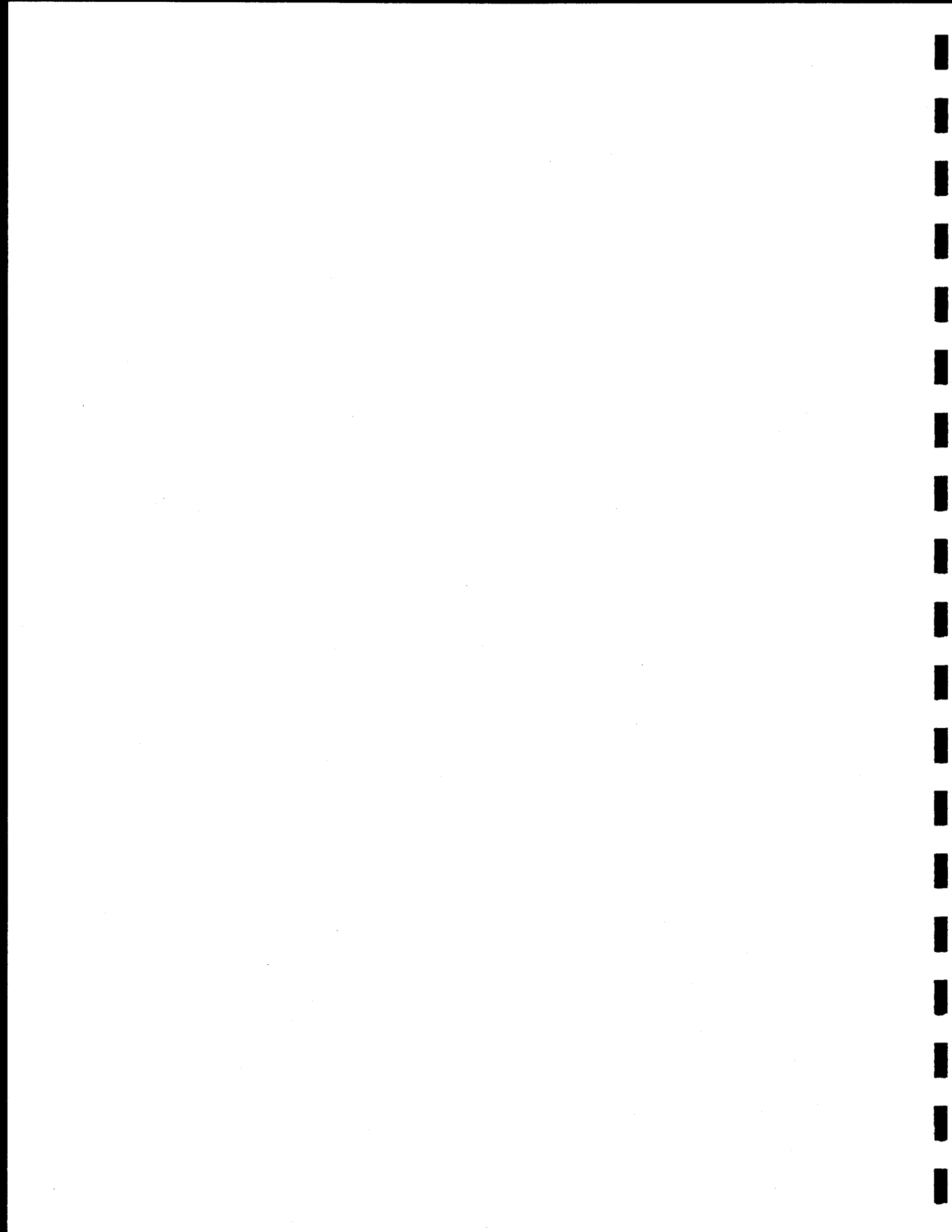


SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
County of Riverside
Redevelopment Agency
Rubidoux, Area II Street And Storm Drain Improvement Project



PREPARED BY
PETTIT
ENGINEERS & ARCHITECTS
1641 Commerce Street
Corona, California 92880-1732
(951) 736-8161 fax (951) 736-9879
MARCH 2011

FORM APPROVED COUNTY COUNSEL
BY: Marsha L. Victor 3/18/11
MARSHA L. VICTOR DATE



RUBIDOUX, AREA II STREET AND STORM DRAIN IMPROVEMENT PROJECT

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V. COUNTY STANDARDS AND SPECIFICATIONS

Appendix A

NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

Rubidoux, Area II Street And Storm Drain Improvement Project

Project Address:

Area bounded by Wallace Street, 34th Street,
Crestmore Road and Mission Boulevard.

Proposals shall be delivered to the Clerk of the Board of Directors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, 1st Floor, Riverside, CA 92501, not later than _____ a.m., on _____, 2010 to be promptly opened in public at said address.

Each proposal shall be in accordance with Plans, Specifications and other Contract Documents dated _____ and prepared by Pettit, Inc., whose address is 1641 Commerce Street, Corona, CA 92880, (951) 736-8161. The Plans, Specifications, and other Contract Documents can be reviewed at <http://dfs.aandirepro.com> and purchased by calling A&I Reprographics at (800) 233-8435. There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping. Please make checks payable to A&I Reprographics, not the Redevelopment Agency for the County of Riverside.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director 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 employee payments or health and welfare, pension, vacation and similar purposes, 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.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the Owner to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification A – General Engineering Contractor. A mandatory pre-bid job walk inspection will be held on _____, 2010 at _____ a.m., meeting _____, CA.

No bids will be accepted from bidders who have not attended the pre-bid job walk.

For Further information, contact Delia Flores at the Redevelopment Agency for the County of Riverside located at 3403 10th Street, Suite 500, Riverside CA 92501 whose phone number is (951) 955-5737.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Kecia Harper-Ihem, Clerk

By: _____
Deputy

Dated:

INSTRUCTIONS TO BIDDERS

- A. **COMMUNICATION:** All communication **will be in writing**, no phone calls or other verbal communication will be allowed.

Bidders may submit questions or request clarifications of any aspect of the proposal process or proposed construction on the form provided titled "Request for Information" (RFI). RFI's may be faxed, mailed or delivered to the person designated as the contact. All RFI's and the Owner's answers to RFI's will be compiled, faxed and mailed to all registered bidders as soon as possible. To be considered, all RFI's shall be submitted in writing by 5:00 p.m. a minimum of **ten (10) working days** prior to bid date. The person submitting the request will be responsible for its prompt delivery.

All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

- B. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time. Sets may be purchased by calling A&I Reprographics at (800) 233-8435. There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping. Please make checks payable to A&I Reprographics, not the Redevelopment Agency for the County of Riverside.
- C. **FORM OF THE PROPOSAL:** The proposal must be made on the attached Contractors Proposal form, which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal form.

Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.

- D. **SUBMISSION OF PROPOSAL:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

*PROPOSAL FOR THE CONSTRUCTION OF
Rubidoux, Area II Street And Storm Drain Improvement Project

Project Address:
Area bounded by Wallace Street, 34th Street,
Crestmore Road and Mission Boulevard.

Proposals shall be submitted at the place designated in the Notice Inviting Bids at, or before, the time specified in said Notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.

- E. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should

anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

- F. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.
- G. **OWNERS RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.
- H. **BIDDERS CHECK OR BOND:** Each proposal must be accompanied by a certified or cashier's check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner.

In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

- I. **AWARD OF CONTRACT:** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing board of the Owner. Execution of the contract documents shall constitute a written memorial thereof.
- J. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- K. **PROMPT ACTION BY CONTRACTOR:** After the award of the Contract by the Owner, and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.
- L. **CAUTION TO BIDDERS:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the contractor by various other portions of the Contract Documents.
- M. **PERFORMANCE AND PAYMENTS BONDS:** Bidders attention is directed to the

requirement that both the Performance and Payment Bonds are one hundred percent (100%) of the contract price.

- N. **BIDDERS QUALIFICATIONS:** To be considered, a potential bidder must have an A License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- O. **TIME OF COMPLETION:** Time of completion of project is two hundred ten (210) calendar days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- P. **BIDS:** Under the bidding items listed on Contractors Proposal, bidders shall state prices for each basis for bid given herein after:
 - 1. Base Bid shall be the entire work complete in accordance with the drawings and specifications.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF
THE REDEVELOPMENT AGENCY

Date _____

FOR THE COUNTY OF RIVERSIDE

Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the Rubidoux, Area II Street And Storm Drain Improvement Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date

Addendum No. _____ Date

Addendum No. _____ Date

for the total sum, including all applicable taxes, permits and licenses as follows:

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization	LS	1		
2	Storm Water Pollution Prevention Plan & NOI	LS	1		
3	Construction Surveying	LS	1		
4	Clearing and Grubbing	LS	1		
5	Traffic Control	LS	1		
6	Soils and Material Testing	LS	1		
7	Signing and Striping	LS	1		
8	Develop Water Supply	LS	1		
9	Roadway Excavation	CY	18,148		
10	Place 3" AC Pavement	TON	7,861		

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
11	Place Aggregate Base	CY	7,521		
12	Fog Seal	SF	406,159		
13	Construct 6" Type A-6 Curb and Gutter	LF	18,118		
14	Construct 4" Sidewalk	SF	68,945		
15	Construct Driveway Approach	SF	34,002		
16	Construct Access Ramp	EA	41		
17	Adjust MH Cover to Grade	EA	41		
18	Adjust Valve Cover to Grade	EA	51		
19	Remove Existing Catch Basin	EA	2		
20	Cold Plane 0.1' Existing Pavement	SF	30,375		
21	Construct 0.1' AC Overlay	SY	1,125		
22	Construct Cross Gutter	SF	3,233		
23	Construct 6" Slump Stone Wall	SF	2,664		
24	Remove Existing AC and Base	SF	13,166		
25	Remove Existing Tree	EA	41		
26	Remove Existing Curb	LF	548		
27	Remove Existing Guard Post	EA	9		
28	Relocate Existing Sign and Post	EA	40		
29	Relocate Existing Mailbox	EA	137		
30	Replace 12 Existing Mailboxes with Gang Box	EA	1		
31	Relocate Existing Drain	EA	2		

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
32	Relocate Private Lamp	EA	1		
33	Relocate Private Wall	LF	797		
34	Relocate Private Chain Link Fence	LF	9,510		
35	Relocate Private Wood Fence	LF	294		
36	Relocate Private Wrought Iron Fence	LF	921		
37	Relocate Existing Backflow Preventer	EA	1		
38	Relocate Existing Vault	EA	1		
39	Construct Desilting Drain Inlet	EA	2		
40	Install Type "F" Markers	EA	4		
41	Relocate Existing Fire Hydrant	EA	20		
42	Relocate Existing Water Meter	EA	277		
43	Relocate Existing Fire Dept. Service	EA	2		
44	Relocate Existing Irrigation Control Valve	EA	4		
45	Install new Street Light	EA	62		
46	Install 18" RCP (2000-D)	LF	1,237		
47	Install 24" RCP (2000-D)	LF	3,335		
48	Install 36" RCP (1500-D)	LF	577		
49	Install 42" RCP (1200-D)	LF	724		
50	Install 48" RCP (1500-D)	LF	584		
51	Install 60" RCP (1600-D)	LF	233		
52	Install Catch Basin STD 300 W=7'	EA	26		

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
53	Install Catch Basin STD 300 W=14'	EA	18		
54	Install Catch Basin STD 300 W=22'	EA	1		
55	Install Catch Basin STD 302 W=7'	EA	2		
56	Install Drop Inlet STD CB110	EA	1		
57	Construct Manhole Structure STD MH253 #3	EA	1		
58	Construct Manhole Structure STD MH254 #4	EA	6		
59	Construct Manhole Structure STD MH251 #1	EA	8		
60	Construct Modified Manhole Structure STD 251 #1	EA	1		
61	Construct Manhole Structure STD MH252 #2	EA	1		
62	Construct Manhole Structure STD JS227 #2	EA	3		
63	Construct Frame and Cover for Catch Basin STD CB103	EA	1		
64	Construct Junction Structure STD JS226 #1	EA	1		
65	Construct Junction Structure STD JS229 #4	EA	3		
66	Construct Transition Structure STD TS303 #3	EA	13		
67	Construct Modified Transition Structure STD TS304 #4	EA	1		
68	Construct Modified Transition Structure STD TS301 #1	EA	2		
69	Construct Modified Transition Structure STD TS301 #1	EA	1		
70	Construct 3'x4' RCB per Caltrans STD D-80	LF	4		
71	Construct 3'x5' RCB per Caltrans STD D-80	LF	4		
72	Construct Headwall Structure per Caltrans STD D-89	EA	1		
73	Install Sewer Steel Casing	LF	24		

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
74	Construct Concrete Collar	EA	1		
75	Construct Concrete Encasement	LF	8		
76	Construct Concrete Bulkhead	EA	1		

TOTAL SUM BID, ITEMS 1 THROUGH 76: _____
 (Words)
 _____ (\$ _____)
 (Figures)

The determination of the low bidder will be based on the Base Bid. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

PAYMENT FOR ITEMS

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for **"Mobilization"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to establish a construction staging area(s) and place a construction trailer and equipment in accordance with the specifications.
2. Payment for **"Storm Water Pollution Prevention Plan & Notice of Intent"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to prepare and implement a storm water pollution prevention plan in accordance with the plans and specifications.
3. Payment for **"Construction Surveying"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to provide construction surveying, staking, establishment of street center lines, etc. in accordance with the plans and specifications.
4. Payment for **"Clearing and Grubbing"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to remove and dispose of resulting material in accordance with the plans and specifications.
5. Payment for **"Traffic Control"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to prepare and gain approval of a traffic control plan and implement traffic control measures in accordance with the plans and specifications.
6. Payment for **"Soils and Material Testing"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to provide soils and material testing and approvals in accordance with the specifications.
7. Payment for **"Signing and Striping"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to provide signing and striping in accordance with the plans and specifications.
8. Payment for **"Developing Water Supply"** will be made on a lump sum (L.S.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment and permits/authorization required to develop a water supply in accordance with the specifications.
9. Payment for **"Roadway Excavation"** will be made on a per cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required for excavating, sloping, rounding tops and ends of excavations, loading, hauling, depositing, spreading and compacting the material complete in place and preparing subgrade at the grading plane in accordance with the plans and specifications.
10. Payment for **"Place 3" AC Pavement"** will be made on a per ton (TON) basis, as specified in the bid schedule, which shall include all costs for labor, materials,

- equipment, permits/authorization and performing all work required to provide and place 3" asphalt pavement in accordance with the plans and specifications.
11. Payment for **"Place Aggregate Base"** will be made on a per cubic yard (C.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to provide, place and compact aggregate base in accordance with the plans and specifications.
 12. Payment for **"Fog Seal"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to apply fog sealant to AC pavement in accordance with the plans and specifications.
 13. Payment for **"Construct 6" Type A-6 Curb and Gutter"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
 14. Payment for **"Construct 4" Sidewalk"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
 15. Payment for **"Construct Driveway Approach"** will be made on a per square foot (S.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
 16. Payment for **"Construct Access Ramp"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
 17. Payment for **"Adjust Manhole Cover to Grade"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to adjust existing manholes to grade in accordance with the plans and specifications.
 18. Payment for **"Adjust Valve Cover to Grade"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to adjust existing valve covers and cans to grade in accordance with the plans and specifications.
 19. Payment for **"Remove Existing Catch Basin"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing catch basin and legally dispose of the material in accordance with the plans and specifications.
 20. Payment for **"Cold Plane 0.1' Existing Pavement"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for

labor, materials, equipment, permits/authorization and performing all work required to cold plane surface of existing pavement in accordance with the plans and specifications.

21. Payment for **"Construct 0.1' AC Overlay"** will be made on a per square yard (S.Y.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to construct AC overlay on existing pavement in accordance with the plans and specifications.
22. Payment for **"Construct Cross Gutter"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place and remove forms and finish concrete in accordance with the plans and specifications.
23. Payment for **"Construct 6" Slump Stone Wall"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place footing and construct 6" CMU slump stone screen wall in accordance with the plans and specifications.
24. Payment for **"Remove Existing AC and Base"** will be made on a per square foot (S.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to saw cut and remove existing asphalt concrete pavement and aggregate base and legally dispose of the material in accordance with the plans and specifications.
25. Payment for **"Remove Existing Tree"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing tree, bush or stump, fill and compact the hole and legally dispose of the material in accordance with the plans and specifications.
26. Payment for **"Remove Existing Curb"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to saw cut and remove existing concrete curb, gutter and or spandrel in accordance with the plans and specifications.
27. Payment for **"Remove Existing Guard Post"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing guard post and legally dispose of the material in accordance with the plans and specifications.
28. Payment for **"Relocate Existing Sign and Post"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing sign and post and associated footing, install sign and post in new location and legally dispose of removed materials in accordance with the plans and specifications.
29. Payment for **"Relocate Existing Mailbox"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove

- existing mailbox and footing, install mailbox in new location and legally dispose of removed materials in accordance with the plans and specifications.
30. Payment for **"Replace 12 Existing Mailboxes with Gang Box"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing mailboxes and footings, install new gang box and legally dispose of removed materials in accordance with the plans and specifications.
 31. Payment for **"Relocate Existing Drain"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing drain, install drain in new location and legally dispose of the removed materials in accordance with the plans and specifications.
 32. Payment for **"Relocate Private Lamp"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing private lamp and footing, install lamp in new location and legally dispose of removed materials in accordance with the plans and specifications.
 33. Payment for **"Relocate Private Wall"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing wall, footing, construct wall in new location and legally dispose of removed materials in accordance with the plans and specifications.
 34. Payment for **"Relocate Private Chain Link Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing chain link fence, footing, install chain link fence in new location and legally dispose of removed materials in accordance with the plans and specifications.
 35. Payment for **"Relocate Private Wood Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing wood fence, footing, install wood fence in new location and legally dispose of removed materials in accordance with the plans and specifications.
 36. Payment for **"Relocate Private Wrought Iron Fence"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove the existing wrought iron fence, footing, install wrought iron fence in new location and legally dispose of removed materials in accordance with the plans and specifications.
 37. Payment for **"Relocate Existing Backflow Device"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing backflow device, install backflow device in new location and legally dispose of removed materials in accordance with the plans and specifications.
 38. Payment for **"Relocate Existing Vault"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials,

- equipment, permits/authorization and performing all work required to remove existing vault and appurtenances, install vault in new location and legally dispose of removed materials in accordance with the plans specifications.
39. Payment for **“Construct Desilting Drain Inlet”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans and specifications.
 40. Payment for **“Install Type F Markers”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to install Type F road markers in accordance with the plans and specifications.
 41. Payment for **“Relocate Existing Fire Hydrant”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing fire hydrant and appurtenances, install fire hydrant in new location and legally dispose of removed materials in accordance with the plans and specifications.
 42. Payment for **“Relocate Existing Water Meter”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing water meter and appurtenances, install water meter in new location and legally dispose of removed materials in accordance with the plans and specifications.
 43. Payment for **“Relocate Existing Fire Dept. Service”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing Fire Department service and appurtenances, install Fire Department service in new location and legally dispose of removed materials in accordance with the plans and specifications.
 44. Payment for **“Relocate Existing Irrigation Control Valve”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to remove existing irrigation control valve and appurtenances, install irrigation control valve in new location and legally dispose of removed materials in accordance with the plans specifications.
 45. Payment for **“Install New Street Light”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to install street light in accordance with the plans and specifications.
 46. Payment for **“Install 18” RCP (2000-D)”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
 47. Payment for **“Install 24” RCP (2000-D)”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor,

- materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
48. Payment for **"Install 36" RCP (1500-D)"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
 49. Payment for **"Install 42" RCP (1200-D)"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
 50. Payment for **"Install 48" RCP (1500-D)"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
 51. Payment for **"Install 60" RCP (1600-D)"** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install pipe, backfill and compact in accordance with the plans and specifications.
 52. Payment for **"Install Catch Basin STD 300 W=7"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 53. Payment for **"Install Catch Basin STD 300 W=14"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 54. Payment for **"Install Catch Basin STD 300 W=22"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 55. Payment for **"Install Catch Basin STD 302 W=7"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 56. Payment for **"Install Drop Inlet STD CB110"** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish

concrete in accordance with the plans specifications.

57. Payment for **“Construct Manhole Structure STD MH253 #3”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
58. Payment for **“Construct Manhole Structure STD MH254 #4”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
59. Payment for **“Construct Manhole Structure STD MH251 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
60. Payment for **“Construct Modified Manhole Structure STD MH251 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
61. Payment for **“Construct Manhole Structure STD MH252 #2”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
62. Payment for **“Construct Manhole Structure STD JS227 #2”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
63. Payment for **“Construct Frame and Cover for Catch Basin STD CB103”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, install cover, remove forms and finish concrete in accordance with the plans specifications.
64. Payment for **“Construct Junction Structure STD JS226 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
65. Payment for **“Construct Junction Structure STD JS229 #4 ”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and

- finish concrete in accordance with the plans specifications.
66. Payment for **“Construct Transition Structure STD TS303 #3”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 67. Payment for **“Construct Modified Transition Structure STD TS304 #4”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 68. Payment for **“Construct Modified Transition Structure STD TS301 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 69. Payment for **“Construct Modified Transition Structure STD TS301 #1”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 70. Payment for **“Construct 3'x4' RCB per Caltrans STD D-80”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install box, backfill and compact in accordance with the plans and specifications.
 71. Payment for **“Construct 3'x5' RCB per Caltrans STD D-80”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to trench, place bedding, install box, backfill and compact in accordance with the plans and specifications.
 72. Payment for **“Construct Headwall Structure per Caltrans STD D-89”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to prepare subgrade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans specifications.
 73. Payment for **“Install Sewer Steel Casing”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to install steel casing around the existing sewer line in accordance with the plans and specifications.
 74. Payment for **“Construct Concrete Collar”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to place and remove forms and finish concrete in accordance with the plans and specifications.
 75. Payment for **“Construct Concrete Encasement”** will be made on a per lineal foot (L.F.) basis, as specified in the bid schedule, which shall include all costs for labor,

materials, equipment, permits/authorization and performing all work required to place and remove forms and finish concrete in accordance with the plans and specifications.

76. Payment for **“Construct Concrete Bulkhead”** will be made on a per each (E.A.) basis, as specified in the bid schedule, which shall include all costs for labor, materials, equipment, permits/authorization and performing all work required to place forms and reinforcement, remove forms and finish concrete in accordance with the plans and specifications.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder _____

Type of Organization _____

Signed By _____

Title of Signer _____

Address of Bidder _____

Telephone Number _____

Contractor's License _____ Classification _____

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal : and _____
_____, as Surety, are hereby held and firmly bound unto the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner", in the sum of _____ dollars (\$_____) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of Rubidoux, Area II Street And Storm Drain Improvement Project

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____(Seal)
Individual Principal

Address _____

Business Address _____

_____(Seal)
Individual Principal

Address _____

Business Address _____

Attest:

Corporate Principal

Business Address _____

By _____
(Affix Corporate Seal)

Attest:

Corporate Principal

Business Address _____

By _____
(Affix Corporate Seal)

The rate of premium on this bond is _____ per thousand. Total amount of premium charged, \$ _____.

(The above must be filled in by corporate surety.)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
)SS
COUNTY OF RIVERSIDE)

_____, being first duly sworn, deposes and says:

That he or she is _____ of

the party making the foregoing 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 public body awarding the contract of 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 depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Subscribed and sworn to before me this _____ day of _____, 200 _____

Signature of Officer Administering Oath

AGREEMENT FORM

THIS AGREEMENT entered into this ____ day of _____, 20__, by and between _____, hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Special and Technical Provisions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of: Rubidoux Area II Street and Storm Drain Improvement Project

I in strict accordance with the plans and specifications dated, _____, prepared by Pettit, Inc., hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within two hundred ten (210) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ Dollars (\$ _____), being the total of the Base Bid.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the 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.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in _____ counterparts.

Type of Contractor's organization

If other than individual or corporation, list names of all members who have authority to bind firm.

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: _____ Firm Name _____

Signature _____

Address _____
Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation _____
Name of Secretary of Corporation _____
Corporation is organized under the laws of the state of _____
Firm Name _____
Signature _____
Title of Office _____
Address _____
Contractor's License No. _____

AFFIX
SEAL

Attest:

Deputy

Seal

Owner

Chairman, Board of Directors

PAYMENT BOND

(Public Work - Civil code Section 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 dated _____, between Principal and the Redevelopment Agency for the County of Riverside, a public entity, as Owner, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS 100% 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 the requirements and conditions of this Bond are as is set forth in Sections 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 repayment 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 _____)

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of _____ a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public (Seal)

Approved as to form:

Agency Counsel

PERFORMANCE BOND

The makers of this bond, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the sum of \$ _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 20__, for the construction of:

Rubidoux Area II Street and Storm Drain Improvement Project
in accordance with plans and specifications, dated _____, 20__.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

DATED:

PRINCIPAL

By _____

SURETY

By _____

Its Attorney in Fact

Title _____

(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION INSURANCE**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one (1) or more of the following ways:

- a) by being insured against liability to pay compensation with one (1) or more insurers duly authorized to write compensation insurance in this State; or
- b) by securing from the Director of Industrial Relations, a Certificate of Consent to Self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees ..."

The undersigned is aware of the provisions of Section 3700 of the Labor Code that requires 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 will comply with such provisions before commencing the performance of the work of this Contract.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

Address: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed by Contractor and filed with the awarding body prior to Contractor performing any work under this Contract.)

CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION INSURANCE

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1

GENERAL PROVISIONS

1.1 DEFINITIONS

THE CONTRACT DOCUMENTS - The Contract Documents consist of the Contract, the Performance Bond and Payment Bond and any other bond required by the Contract, the drawings, the specifications, addenda issued prior to execution of the Contract, and all modifications thereto.

THE CONTRACT - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

ACT OF GOD - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

ACCEPTANCE - Acceptance is when the Agency determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the Contractor after execution by the Agency. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the Agency will initiate final settlement and payment.

AGENCY - The term Agency when used herein shall mean the Board of Directors of the Redevelopment Agency for the County of Riverside, a public body corporate and politic in the State of California.

COUNTY - The term County when used herein shall mean the Board of Supervisors of the County of Riverside, a political subdivision of the State of California.

CHANGE ORDER - A Change Order is the document issued by the Agency authorizing any change or adjustment to the Contract Documents in accordance with Article 19 of this Contract.

CONSULTANT - The use of the term Consultant shall mean the Engineering individual, partnership, corporation, association or joint venture contracted by the Agency for the design of this Work, as designated on the title sheet of these specifications and Contract Documents.

CONTRACT DRAWINGS - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the Agency, and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor to the Agency during the progress of the Work, which are accepted by the Agency. A schedule of said drawings which constitutes the plans as of the execution of the Agreement is set forth in the Special Provisions and is supplemented by the Standard Plans referred to in the Special Provisions.

CONTRACTOR'S AGENT - The representative of the Contractor, approved by the Agency, who shall be present at the Work and be authorized to receive and act upon instructions from the Agency and to execute and direct the Work on behalf of the Contractor.

CONTRACTOR - When used herein, Contractor means the prime or principal Contractor licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the Contractor. The prime or principal Contractor shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

CRITICAL PATH METHOD (CPM) - "Critical Path Method" is a schedule technique.

DAY - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

DIRECTOR - The use of "Director" shall mean the Executive Director of the Redevelopment Agency for the County of Riverside or designated representative.

INSTALL - When used herein, "install" shall mean the complete installation, in place, of any item, equipment or material.

MATERIAL - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

NOTICE OF COMPLETION - The Notice of Completion ("NOC") shall be issued at that point in the Contract when the Contractor has completed all Work required in the Contract Documents. The time for issuance shall be determined by the Agency through a final inspection. The NOC shall be issued by the Board of Supervisors.

NOTICE TO PROCEED - The Notice to Proceed is the written notification from the Agency giving the Contractor notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

REQUEST FOR INFORMATION - (RFI) The form and procedure established for communication between the Contractor and the Agency to clarify or interpret the Contract Documents.

REQUEST FOR QUOTATION - (RFQ) A document consisting of supplemental details, instruction, or information issued by the Consultant, through the Agency, for the purpose of obtaining price quotations for possible changes in the Work.

SHALL - When used herein, "shall" means anything, which is mandatory to be performed by the Contractor.

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with Contractor or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

WORK - The term "Work" comprises the services and materials required by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.2 STANDARD SPECIFICATIONS

The Standard Specifications of the State of California Department of Transportation, edition of July 1999 hereinafter called "Standard Specifications", are modified in these General Conditions. The "Amendments to July 1999 Standard Specifications, as published by the Department of Transportation is also incorporated herein. That document is named S1-020_A11-06-03.doc and is available as a free download at Caltrans' web site:

http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/99-SSPs/Sec_01-03/.

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 "Agency"

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".

1.3 AUTHORITIES AND LIMITATIONS

1.3.1 The Board of Directors alone has the power to bind the Agency and to exercise the rights, responsibilities, authorities, and functions vested herein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them. Agency, under the authority of the Board of Directors, shall monitor the contract work and determine the amount, quality, acceptability and fitness of all parts of the work, and interpret the Contract Documents as needed.

1.3.2 Neither the Contract, nor any part thereof, nor moneys due or to become due there under may be assigned by the Contractor without the prior written approval of the Agency, with the exception of the assignments to Agency which may be required under the terms of this Contract.

1.4 LEGAL REQUIREMENTS

1.4.1 Contractor shall keep informed of, and comply with, all federal, state and county laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the Contractor from complying with such applicable statutory requirements.

1.4.2 If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the Contractor shall notify the Agency at once in writing. If, before receiving clarification, Contractor performs any portion of the Work affected by such apparent conflict, such performance shall be at Contractor's own risk. Contractor shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.

1.4.3 All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:

- .Uniform Building Code
- .Uniform Plumbing Code
- .Uniform Mechanical Code
- .Uniform Fire Code
- .State Fire Marshal
- .State Industrial Accident Commission's Safety Orders
- .Rules of Local Utilities
- Ordinances of the County of Riverside

1.4.4 Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the Contractor. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

1.4.5 In submitting a bid on this public works projects, 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 the Agency 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 acknowledgement by the parties.

1.5 STANDARD REFERENCES

1.5.1 All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.

1.5.2 Whenever reference is made to any particular document or publication, the Contractor shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

1.6 PERMITS, LICENSES, FEES & TAXES

1.6.1 AGENCY'S RESPONSIBILITIES

a. The Agency will apply for all plan checks and will apply for and obtain the Grading Permit and Construction Permits required by the County of Riverside, paying all fees in connection therewith.

b. The Agency will furnish, at no expense to the Contractor, all on-site inspection of the Work and will pay for off-site inspection only as noted in the Contract Documents.

1.6.2 CONTRACTOR'S RESPONSIBILITIES

a. The Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the County.

b. Exclusive of off-site inspection specified herein to be the Agency's responsibility, the Contractor shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.

c. Before Acceptance of the project by the Agency, the Contractor shall submit all licenses, permits, and certificates of inspection to the County and Agency.

1.7 SEPARATE CONTRACTS

1.7.1 The Agency reserves the right to perform work related to this project with its own forces, and to award separate contracts in connection with other portions of the project or other work on the

site. The Contractor shall cooperate with others in the execution of all work and shall not interfere with material, appliances or workmen of the Agency or any other contractor engaged by the Agency at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the Agency whose decision relative to said use shall govern.

1.7.2 The Contractor shall afford the Agency and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work with theirs.

1.7.3 If any part of the Contractor's Work depends on the proper execution or results upon the work of the Agency or any separate contractor, the Contractor shall inspect and promptly report to the Agency any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Agency's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

1.7.4 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the Agency because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the Agency in such proceedings with the Agency retaining the right to select and hire independent counsel for the Agency paid by the Contractor.

1.7.5 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

1.8 AGENCY'S AUTHORIZED REPRESENTATIVES

1.8.1 AUTHORIZED REPRESENTATIVE

The Agency shall designate a representative during the Work, who shall have the right to be present at the job site during construction and shall supervise any additional representatives appointed by the Agency.

1.8.2 INSPECTOR(S)

The Inspector(s) shall have the right to observe the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents. The Inspector(s) is not authorized to make changes in the Contract Documents. On the basis of his observations, he shall keep the Agency informed as to the progress of the Work. The Inspector shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the inspector be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.8.3 CONSULTANT

a. The Agency has retained a Consultant for this project. The Consultant will advise the Agency, and the Agency will issue instructions to which the Contractor will

complete. The Consultant will be requested to interpret the requirements of the Contract. When requested by the Agency, the Consultant will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of the Work.

b. The Consultant will make periodic visits to the job site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the work is proceeding in accordance with the Contract Documents. Based on such observations he will recommend approval of applications for progress payments made by Contractor. The Consultant shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the Consultant be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 2 BONDS AND INSURANCE

2.1 BIDS OF \$25,000 OR LESS

2.1.1 If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one payment of all compensation shall be made following Acceptance of all work.

2.2 BONDS

2.2.1 GENERAL REQUIREMENTS

a. Before commencing any Work under this Contract, the Contractor shall file four of each bond with the Agency. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

(1) Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

(2) Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

b. Should any surety or sureties upon said bonds or any of them become insufficient, Contractor shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the Agency that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

2.2.2 PERFORMANCE BOND

The successful bidder shall deliver to the Agency an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

2.2.3 PAYMENT BOND

The successful bidder shall deliver to the Agency an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

2.3 INSURANCE

2.3.1 GENERAL REQUIREMENTS

Before commencing this Work under the Contract, and without limiting or diminishing Contractor's obligation to indemnify and hold the County and Agency harmless, the Contractor shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Contract.

2.3.2 WORKERS' COMPENSATION INSURANCE

Contractor shall secure Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the Redevelopment Agency for the County of Riverside, and the County of Riverside, pursuant to Section 3700 of the Labor Code of the State of California, Contractor shall file with the Agency before commencing the Work the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Contract."

2.3.3 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the premises, or the performance of its obligations hereunder. Policy shall name the County, the Agency, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the Redevelopment Agency for the County of Riverside, and the County of Riverside. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.

2.3.4 VEHICLE LIABILITY:

If Contractor's vehicles or licensed mobile equipment are used on County or Agency property, or used in any manner on behalf of the Agency, Contractor shall maintain auto

liability insurance for all owned, non-owned and hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 in the aggregate. Policy shall name the County of Riverside, Agency, their Director's Officers, Special Districts, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the Agency and County of Riverside.

2.3.5 PROPERTY (PHYSICAL DAMAGE):

All-Risk property insurance coverage for the full replacement value of all Contractor's equipment, improvements/alterations, temporary structures, and systems (Care, Custody, and Control of Contractor) used on County or Agency property, or used in any way connected with the accomplishment of the Work performed in this contract.

2.3.6 COURSE OF CONSTRUCTION INSURANCE

All Risk Builder's Risk (Course of Construction) insurance is not applicable to this project.

GENERAL INSURANCE PROVISION – ALL LINES:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

b. Cause its insurance carrier(s) to furnish the Redevelopment Agency for the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The County of Riverside, the Redevelopment Agency for the County of Riverside, their Director's and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the Redevelopment Agency for the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the Redevelopment Agency for the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **Contractor shall not commence operations under this Agreement until**

the Redevelopment Agency for the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the Agency's insurance and or deductibles and or self-insured retentions or self-insured programs shall not be construed as contributory.

The Redevelopment Agency for the County of Riverside's Reserved Rights-Insurance. The Redevelopment Agency for the County of Riverside reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof-if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

d. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

2.4 INDEMNITY AND HOLD HARMLESS

2.4.1 Contractor agrees to and shall indemnify and hold the County and Agency, their officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the Agency, County, or any officer or employee of said County, other than the sole active negligence or willful misconduct of Agency-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity Contractor agrees to protect and defend at its own expense, including attorneys' fees the County and Agency-its Directors and Officers, Specials Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.

2.4.2 If any such claim, action, or proceeding is brought against Agency, County, or their officers, agents, employees, or independent contractors, Contractor, upon notice from Agency, shall defend the same at Contractor's expense by counsel satisfactory to Agency.

2.4.3 Agency shall promptly notify Contractor of any claim, action, or proceeding against Agency, County, or their officers, agents' employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. Agency shall cooperate fully in the defense of such claim, action, or proceeding.

2.4.4 Neither the County nor the Agency shall be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the Agency.

ARTICLE 3 SITE CONDITIONS

3.1 DIFFERING SITE CONDITIONS

3.1.1 The Contractor shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of Contractor's error or negligence in acquainting himself with the conditions at the site.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Agency. The Contractor shall promptly report in writing to Agency any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor.

3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of Agency, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

3.1.4 The Agency will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the Contractor to proceed with the Work.

3.1.5 The Contractor shall provide competent engineering services to lay out the Work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. The Contractor shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

3.1.6 The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the Agency. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from Agency.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

3.2.1 The Contractor acknowledges by submission of his/her bid that he is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the Contractor. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency.

3.2.2 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:

1. 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.
2. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
3. 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.
4. Whenever during the course of the work a subsurface improvement is discovered which Contractor believes is unknown to Agency or County, he shall immediately so inform the Consultant and Agency. 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 the Consultant and Agency as to such circumstance and await instructions as to how to proceed.
5. All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place, shall be verified and calculated by the Contractor by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the Agency before any work affected thereby has been performed. Failure to notify the Agency before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, Agency shall determine the correct dimensions.
6. 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 Agency, County, or State forces working on or near the project, or requiring access to the work in the performance of their duties.

3.3 DIMENSIONS AND MEASUREMENTS

All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place, shall be verified and calculated by the Contractor by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the Agency before any work affected thereby has been performed. Failure to notify the Agency before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, Agency shall determine the correct dimensions.

ARTICLE 4 SPECIFICATIONS AND DRAWINGS

4.1 GENERAL

4.1.1 SUBDIVISIONS

For convenience, the specifications are arranged into several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his subcontractors. Requirements contained in any section are required as if contained in all sections and are the responsibility of the Contractor. The Contractor, prior to awarding subcontracts, will assure the Work required as a whole has been coordinated among the subcontracts.

4.1.2 RECORD DOCUMENTS

a. The Contractor will be given one set of drawings and specifications which shall be kept at the site of the Work at all times and updated weekly, and shall give the Agency and Consultant access thereto. Payment may be withheld if drawings are not kept current. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensions provided upon these drawings, and all changes in materials and equipment installed shall be indicated in these specifications. Upon completion and prior to Acceptance of the Work, two final sets of mylars of project record documents and specifications shall be submitted to the Agency by the Contractor.

b. The working details will indicate dimensions, position, kind of construction, specifications, qualities, and methods. Any Work indicated on the working details and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar work that is detailed, marked, or specified.

c. In case of discrepancy in the documents, the matter shall be promptly submitted to the Agency, who shall make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Agency shall furnish from time to time such detailed information as considered necessary to clarify the Work.

d. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

e. Standard details or specification drawings are applicable when listed, bound with specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

f. All drawings, specifications and copies thereof furnished to the Contractor are the property of the Agency and shall not be used on other work without its consent. Upon completion of this project, all copies of the drawings and specifications shall be returned to the Agency.

4.2 SUMMARY OF THE ORDER OF THE PROCEDURE

4.2.1 In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

- 1) Modifications or changes last in time are first in precedence.
- 2) Addenda.
- 3) Agency-Contractor agreement.
- 4) General Conditions except for specific modifications thereto stated in the Supplementary Conditions.
- 5) Supplementary Conditions.
- 6) Division One Specifications.
- 7) Division Two through Sixteen Specifications.
- 8) Drawings - as between figured dimensions given on drawings and the scaled measurements, the figured dimension shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern.
- 9) Structural drawings
- 10) Architectural drawings.
- 11) As between detailed drawings and typical details bound within the specifications, the detailed drawings govern.
- 12) In the event provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- 13) Schedules shown on the drawings take precedence over conflicting information given on other drawings.
- 14) Mechanical drawings.
- 15) Electrical drawings.

4.3 CLARIFICATIONS/REQUEST FOR INFORMATION AND ADDITIONAL INSTRUCTIONS

4.3.1 NOTIFICATION BY CONTRACTOR

a. Should Contractor discover what he perceives to be conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, Contractor shall notify Agency's authorized representative in writing, and request interpretation, clarification, or additional detailed information concerning the work. The Contractor shall ask for the clarification (Request for Information) immediately upon discovery but no less than 14 calendar days prior to the start date of the activities related to the clarification, based on the latest updated version of the accepted Progress Schedule. Agency, whose decision shall be final and conclusive, shall resolve such questions and issue instructions to Contractor. Should Contractor proceed with work affected before receipt of instructions from Agency, Contractor shall remove and replace or adjust work which is not in accordance with the instructions from Agency and shall be responsible for resultant damage, defect or added cost. In event of failure to agree as to scope of Contract requirements, Contractor shall follow the procedure set forth in the DISPUTES article.

b. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract Documents for potential conflicts, omissions, discrepancies or ambiguities.

c. Agency may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the Agency to be unnecessary.

4.3.2 ADDITIONAL DETAILED INSTRUCTIONS

a. The Agency may furnish additional detailed written instructions on any Request for Information to further explain the Work. If in the opinion of Contractor, the additional detailed instructions constitute work in excess of the scope of the Contract, he must submit written notice thereof immediately to the Agency, but no later than seven (7) calendar days following receipt of such instruction(s), and in any event prior to commencement of work thereon. The Contractor shall not be entitled to additional compensation due to any additional instructions unless the Contractor shall have given the appropriate written notice. Agency will then consider such notice and, if in its judgment it is justified, the Agency instructions will be revised or extra work shall be authorized by Change Order. In the event of a dispute hereunder, attention is directed to the DISPUTES article.

ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS

5.1 SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS AND SCHEDULES

5.1.1 Shop drawings are drawings submitted to the Agency by the Contractor showing the details of the proposed fabrication, assembly of structural elements, and the installation of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, fabrication, setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, and performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. The Agency may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.

5.1.2 The Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with Contract requirements, and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Agency without evidence of the Contractor's approval shall be returned for resubmission. The Consultant will indicate review for compliance of the shop drawings, and if not in compliance as submitted, shall indicate the reasons therefore. Any work done before such review shall be at the Contractor's risk. Review by the Consultant shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with paragraph 5.1.3.

5.1.3 If shop drawings show any variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Consultant approves any such variation, no change in time or price will be allowed for Contractor changes. Should the Consultant make changes on the shop drawings which affect time and or cost, the Contractor will immediately notify the Agency with a Request for Information. If the Contractor

fails to issue the Request for Information within seven (7) calendar days from receipt of the returned shop drawing, the Contractor shall have waived his right to any potential Change Order.

5.1.4 The Contractor shall submit shop drawings, coordination drawings, and schedules for review as required by the Contract Documents. The Contractor will provide a submittal schedule listing all shop drawings and submittals, the submission dates by the Contractor, and return dates from the Consultant. This schedule will be provided fourteen (14) calendar days after the Notice to Proceed.

5.1.5 Shop drawings and schedules, other than catalogs, pamphlets, and similar printed material, shall be submitted with one reproducible plus one copy.

5.1.6 Each shop drawing or coordination drawing shall have a blank area 4 by 4 inches located adjacent to the title block. The title block shall display the following:

- 1) Number and title of drawing
- 2) Date of drawing or revision
- 3) Name of project
- 4) Name of Contractor and (if appropriate) name of subcontractor submitting drawings
- 5) Clear identity of contents and location on the work
- 6) Project title and project number
- 7) Submittal number

5.1.7 Unless otherwise provided in this Contract or otherwise directed by Agency, shop drawings, coordination drawings, and schedules shall be submitted to the Consultant with a letter, sufficiently in advance of construction requirements to permit no less than twenty (21) calendar days for checking and appropriate action.

5.2 SAMPLES

5.2.1 After the award of the Contract, the Contractor shall deliver samples required by the specifications to the Agency for approval. The Contractor shall prepay any shipping charges. Any materials or equipment for which samples are required shall not be used in the Work until reviewed by Agency.

5.2.2 Each sample shall have a label indicating:

- 1) Name of project building or facility, project title, and project number.
- 2) Name of Contractor and, if appropriate, name of subcontractor.
- 3) Identification of material or equipment with specification requirement.
- 4) Place of origin.
- 5) Name of manufacturer and brand (if any).
- 6) Identify by specification section.

5.2.3 Samples of finished materials shall have additional markings that will identify them in reference to the finish schedules.

5.2.4 The Contractor shall mail a letter in triplicate under separate cover submitting each shipment of samples and containing the information required in paragraph 5.2.2. He shall enclose a copy of this letter with the shipment and send a copy to the Agency representative on the project. Approval

of a sample shall be only for the characteristics or use named in such review and shall not be construed to change or modify any Contract requirement. Substitutions will not be permitted unless they are approved under paragraph 5.3.

5.2.5 Approved samples not destroyed in testing will be sent to the Agency. Approved samples of hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

5.2.6 Failure of any material to pass the specified tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material or equipment under this Contract.

5.2.7 Samples of various materials or equipment delivered on the site or in place, may be taken by the Agency for testing. Samples failing to meet Contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met Contract requirements, or there shall be a proper adjustment of the Contract price as determined by the Agency.

5.2.8 Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the Agency. Samples which do not meet specification requirements will be rejected. Requests for testing of additional samples by Contractor may be made by the Agency at the expense of the Contractor.

5.3 SUBSTITUTIONS

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

5.3.1 Wherever the name, or brand, or manufacturer of an article is specified in the Contract Documents, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may propose any equal material, product, thing or service in their bid. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall list definite particulars of that which he considers equivalent to the specified item in his bid. The Contractor shall have thirty-five (35) days after the award of the Contract for submission of data substantiating substitution of "equal" items. The Agency will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified in the Contract Documents, and its written decision shall be final.

5.3.2 No proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the Agency.

5.3.3 The burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The Agency shall be the sole judge as to such matters. In the event that the Agency rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name in the specifications shall be furnished.

5.3.4 The Agency will examine Contractor's submittals with reasonable promptness. Return of the submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the Agency. When specifically requested by the Agency, the Contractor shall resubmit such shop drawing(s), descriptive data, and samples as may be required.

5.3.5 If any mechanical, electrical, structural, or design revisions are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall not be made without the consent of the Agency's authorized representative, and shall be made without additional cost to the Agency, such costs, including the fees of the Consultant, to be borne by the Contractor.

ARTICLE 6 SCHEDULES

6.1 CONSTRUCTION SCHEDULE

6.1.1 The Contractor shall prepare and submit to the Agency a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the Agency and Contractor.

6.1.2 If, in the opinion of the Agency, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the Agency. The Contractor shall submit any supplementary schedule or schedules in CPM form as the Agency deems necessary to demonstrate how the approved rate of progress will be regained.

6.1.3 All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the Agency's written consent.

ARTICLE 7 TIME, LIQUIDATED DAMAGES AND EXTENSIONS

7.1 TIME OF WORK

The Contractor shall commence work on this project immediately upon receipt of the written Notice to Proceed and shall perform the work diligently to completion within the number of calendar days specified in the Contract. Neither site access nor physical work shall be commenced before the Contract is fully executed, and bonds, insurance and the schedule are submitted as required by the Contract Documents. No work shall be done on Saturday, Sunday and holidays and no work shall be performed outside of normal working hours without the prior written consent of the Agency, unless required by these Specifications. See: Working Hours.

7.2 LIQUIDATED DAMAGES

If the Work is not completed within the time required, damage will be sustained by the Agency. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which Agency will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to Agency the sum of **\$800.00 per day** for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the Agency may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

7.3 UNAVOIDABLE DELAYS

7.3.1 TIME EXTENSION

a. The Contractor will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays which may result through causes beyond the control of the Contractor and which he could not have avoided by the exercise of care, prudence, foresight and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.

b. If the Contractor is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract change orders, during such extension of time liquidated damages shall not be charged to the Contractor.

c. Unavoidable delays within the meaning of this section shall be those caused by Acts of God or of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.

d. Delays in the performance of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

7.3.2 WEATHER

Inclement weather shall not be a prima facie reason for granting a time extension. The Contractor shall make every effort to continue work under prevailing conditions. However, if the inclement weather prevents the Contractor from beginning at the usual starting time, or prevents the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the Agency will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

7.3.3 NOTICE OF DELAYS

a. Whenever the Contractor foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the Contractor shall notify the Agency in writing of such delay and its cause, in order that the Agency may take immediate steps to prevent, if possible, the occurrence or

continuance of the delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

b. After the completion of any part or the whole of the Work, the Agency, in calculating the amount due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the attention of the Agency at the time of their occurrence and found by the Agency to have been unavoidable as substantiated by a change order. The Contractor shall make no claims that any delay not called to the attention of the Agency in writing at the time of its occurrence has been an unavoidable delay.

7.4 REQUEST FOR TIME EXTENSION

7.4.1 In the event the Contractor requests an extension of contract time for unavoidable delay, justification shall be submitted no later than seven (7) calendar days after the initial occurrence of any such delay. When requesting time for proposed change orders, the request(s) must be submitted with the proposed change order with full justification. If the Contractor fails to submit justification he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following information:

- a. The duration to perform the activity relating to the change(s) in the work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical activity ties to the contract schedule for the proposed changes and or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and or delay.

7.4.2 The Agency, after receipt of such justification and supporting evidence, shall make its finding of fact. The Agency's decision shall be final and conclusive and the Agency will advise the Contractor in writing of such decision. If the Agency finds that the Contractor is entitled to any extension of Contract time, the Agency's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

7.4.3 In the event the Contractor disagrees with the Agency's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 8 PERFORMANCE

8.1 SUPERVISION & CONSTRUCTION PROCEDURES

8.1.1 The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

8.1.2 The Contractor shall be responsible to the Agency for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor.

8.1.3 The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the Agency.

8.2 SUPERVISION

8.2.1 Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the Agency an organization chart outlining key job personnel. The Contractor will also provide a Letter of Authority or Corporate Resolution for the individual(s) authorized to sign documents on its behalf, i.e., payment requests, change orders, inspection reports, etc.

8.2.2 The Contractor shall employ, during the progress of the Work, a competent Project Superintendent and any necessary assistants, as approved by the Agency. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of Agency, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The Agency shall be notified immediately of any new Superintendent appointed to the Work and the Contractor shall submit qualifications for approval. The Superintendent shall represent the Contractor and all directions given to him shall be as binding as if given to the Contractor.

8.2.3 The Agency shall be supplied at all times with the name and telephone number of a person in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

8.3 CONDUCT OF WORK

8.3.1 In connecting one kind of work with another, marring or damaging same will not be permitted and, in the event such occurs, shall be corrected by the Contractor at its cost prior to acceptance by the Agency. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good by the Contractor without expense to Agency.

8.4 PROTECTION OF WORK & PROPERTY

8.4.1 The Contractor shall continuously maintain adequate protection of the Work from damage and shall protect the Agency's property from injury or loss in connection with this Contract. He shall make good any such damage, injury, or loss, except what may be directly due to errors in the Contract Documents or caused by agents or employees of the Agency. He shall adequately protect adjacent property as provided by law and the Contract Documents.

8.4.2 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work sites which are not to be removed unless authorized in writing by Agency to do so, and which do not unreasonably interfere with the work required under this Contract.

8.4.3 The Contractor shall protect from damage all existing improvements, benchmarks, monuments, and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall

repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails to repair the damage promptly, the Agency may have the necessary work performed and charge the cost to the Contractor.

8.4.4 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.

8.4.5 Construct, operate, secure, 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.

8.5 CONTRACTOR'S RESPONSIBILITY FOR WORK

8.5.1 Until Acceptance of the Work by the Agency, Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the Work by action of the elements. If a separate Contractor sues the Owner, on account of any loss so sustained, the Agency shall notify the Contractor, who shall indemnify and hold harmless the Agency against any expenses, or judgment arising there from.

8.5.2 Contractor, at its cost, shall rebuild, repair, restore and make good all damages from the elements to any portion of the Work occasioned by such causes before its Acceptance.

8.5.3 No advertising of any description will be permitted in or about the Work, except by order of the Agency.

8.5.4 Contractor shall not create or permit the continued existence of any nuisance in or about the Work.

8.6 UTILITIES

8.6.1 Unless otherwise provided for under separate sections herein, Contractor will arrange all water, gas, and electricity required for construction purposes until acceptance of the Work. Contractor shall pay for such services unless otherwise specifically noted.

8.6.2 Utilities shall not be interrupted except with the approval of the Agency. A two (2) work day written notice is required prior to any and all interruptions. Interruptions shall be scheduled so as to minimize duration and disruption to existing operations.

8.6.3 a. The Contractor shall send notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities.

b. Enclosing or boxing in, for protection of any public utility equipment, shall be done by the Contractor. Upon completion of the Work, the Contractor shall remove all enclosures, and leave in a finished condition.

c. All connections to public utilities shall be made and maintained in a manner so as not to interfere with the continuing use of same by the Agency during the entire progress of the Work.

8.7 WORKING HOURS

8.7.1 All work shall be performed on a calendar day basis during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor of his own volition outside such established working hours shall be at no additional expense to the Agency and without Agency approval.

8.7.2 It is expressly stipulated that no laborer, workman, or mechanic employed at any time by the Contractor or by any subcontractor(s) under this Contract upon the Work or any part thereof, shall be required or permitted to work thereon more than eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except, as provided by Section 1815 of the California Labor Code. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the California Labor Code, all the provisions of which are deemed to be incorporated herein, said contractor shall forfeit, as a penalty to Agency, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of this Contract by contractor for each calendar day during which said laborer, workman, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Sections of the Labor Code.

8.7.3 The Contractor, and each subcontractor, shall keep an accurate record showing the names of and actual hours worked each calendar day and each calendar week by all laborers, workmen, and mechanics employed by them in connection with the Work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the Agency or its officers or agents and to the Division of Labor Standards Enforcement of the Department of Industrial Relations.

8.7.4 No construction work shall be done on Saturdays, Sundays or Agency holidays and no work shall be performed outside of normal working hours without the prior written consent of the Agency. In any event, all work shall be subject to approval of the Agency. Prior to start of such work, the Contractor shall arrange with the Agency for the continuous or periodic inspection of the Work and testing of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or Agency holidays, and such requests are granted, the Contractor shall bear all extra expense to the Agency for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the Agency, to work overtime by the Agency, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the Agency.

8.8 MATERIAL & EQUIPMENT

8.8.1 Materials, equipment, and articles incorporated into the Work shall be new and of equal quality to the types and grades specified. When not particularly specified, the Contractor shall submit for approval satisfactory evidence as to the kind and quality of material. See SUBSTITUTION provision 5.3 concerning "or equal" requirements and procedure for submitting alternative material, articles, or equipment. Contractor agrees to submit bid proposal for the Engineer's established materials and quantity plus ten percent (10%).

8.8.2 All materials shall be delivered so as to insure a speedy and uninterrupted progress of the Work. All materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on the Work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.

8.8.3 Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials shall be reasonably accessible for inspection. When considered necessary by the Agency, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be placed under cover when so directed.

8.9 LAYOUT OF WORK

8.9.1 The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated in the Contract Documents. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the County or Agency until authorized to remove them. If such marks are destroyed by the Contractor before their removal is authorized, the Agency may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

8.10 USE OF PREMISES

8.10.1 The Contractor shall maintain the entire premises under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his work or the work of other contractors. The Agency is not liable for the theft or damage to Contractor's or subcontractor's materials and equipment.

8.11 OPERATIONS & STORAGE

8.11.1 The Contractor shall confine all operations (including storage of materials) on Agency premises to areas authorized or approved by the Agency.

8.11.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Agency and shall be built with labor and materials furnished by the Contractor without expense to the Agency. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at his expense upon completion of the work.

8.11.3 The Contractor shall, under regulations prescribed by the authority having jurisdiction, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the authority having jurisdiction. When materials are transported in performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or County regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair, or pay for the repair, of any damaged curbs, sidewalks, or roads.

8.12 HEAT/POWER/LIGHT

8.12.1 Unless otherwise specified or already provided by the Agency, the Contractor shall:

- a. Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;

- b. Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material;
- c. Provide electric power and light as required for performance of the Work.

8.13 CLEANING UP

8.13.1 The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the work and premises any weeds, rubbish, tools, scaffolding, equipment, and materials that are not the property of the Agency. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Agency.

ARTICLE 9 SAFETY & HEALTH

9.1 ACCIDENT PREVENTION

9.1.1 In performing this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the Contractor shall:

- a. Provide a copy of its safety program;
- b. Provide appropriate safety barricades, signs, and signal lights;
- c. Comply with standards issued by the U.S. Government, State, County and City, and other governing agencies having jurisdiction;
- d. Ensure that any additional measures the Agency determines to be reasonably necessary for this purpose are taken.

9.1.2 The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Agency.

9.1.3 Before beginning excavation for a trench 5 feet or more in depth, Contractor shall provide evidence of having obtained a permit from the authority having jurisdiction.

9.1.4 Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

9.2 SANITARY FACILITIES

9.2.1 Contractor shall supply and maintain at its expense such toilets and other sanitary facilities including those which are accessible by the disabled as per ADA and Title 24 requirements necessary for use by visitors and workers employed at the job site. Such facilities shall be approved by the County and Agency.

9.3 RESPONSIBILITY FOR COMPLIANCE WITH CAL-OSHA

9.3.1 All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal-OSHA rules and regulations.

9.3.2 Contractor warrants that he and each of his subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal-OSHA. The Contractor assumes full and total responsibility for compliance with Cal-OSHA standards by his subcontractors as well as himself. The cost of complying with any order and or payment of any penalty assessed pursuant to Cal-OSHA shall be borne by the Contractor. Nothing contained therein shall be deemed to prevent the Contractor and his subcontractors from otherwise allocating between themselves responsibility for compliance with Cal-OSHA requirements; provided, however, that the Contractor shall not thereby, in any manner whatsoever, be relieved of his responsibility to the Agency as herein set forth.

9.4 TOXIC AND HAZARDOUS MATERIALS AND WASTE

9.4.1 ASBESTOS

Operations which may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations which may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

9.4.2 TOXIC MATERIALS

Operations which release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR. General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint, and other coatings.

9.4.3 LEAD-BASED PAINT

Lead-based paint is prohibited. Lead-based paint is defined as:

- a. Any paint containing more than five-tenths of one percentum lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
- b. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.

9.4.4 HAULING AND DISPOSAL

All hauling and disposal shall meet requirements of Title 22 CCR, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

9.4.5 ASBESTOS PROHIBITED

No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the Agency.

ARTICLE 10 AGENCY/COUNTY-FURNISHED PROPERTY

10.1 AGENCY/COUNTY -FURNISHED PROPERTY

10.1.1 The Agency may furnish to the Contractor property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the Contract or f.o.b. truck at the project site. The Contractor is required to accept delivery. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Agency within twenty-four (24) hours of delivery, also specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the Contractor, unless otherwise indicated in this Contract.

10.1.2 Each item of property to be furnished under this clause shall be identified by the Contractor in a schedule by quantity, item, and description. Schedule form will be provided by the Agency.

10.1.3 The Contractor shall be held responsible for all material delivered to him and deductions will be made from any moneys due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery.

10.1.4 The Contractor shall set up accounting records and establish an inspection procedure as approved by the Agency.

ARTICLE 11 BENEFICIAL OCCUPANCY

11.1 BENEFICIAL OCCUPANCY

11.1.1 The Agency shall have the right to take possession of or use any completed or partially completed portion of the Work. The Agency's possession or use shall not be deemed an acceptance of any Work under the Contract. The Contractor will continue to pay for any portion of the utilities which he is using.

11.1.2 While the Agency has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to that portion of the Work resulting from the Agency's possession or use. If Contractor believes the partial possession or use by the Agency will delay the progress of the Work or will cause additional expense to the Contractor, Contractor shall immediately submit a written request for an equitable adjustment in the Contract price or the time of completion. Agency will then consider such request and, if in its judgment it is justified, the Agency will modify the contract in writing accordingly. In the event the Contractor disagrees with the Agency's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 12 INSPECTION AND TESTING

12.1 INSPECTION AND TESTING

12.1.1 The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this Contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Agency. The Agency shall at all times have access to the Work, and the Contractor shall provide proper facilities for such access and for inspection.

12.1.2 Agency inspections and tests are for the sole benefit of the Agency and do not:

- a. Relieve the Contractor of responsibility for providing adequate quality control measures;
- b. Relieve the Contractor of responsibility for damage to or loss of the material before Acceptance;
- c. Constitute or imply Acceptance; or
- d. Affect the continuing rights of the Agency after Acceptance regarding latent defects, gross mistakes, fraud or the Agency's rights under any warranty or guarantee.

12.1.3 The presence or absence of an Agency inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Agency's written authorization.

12.1.4 The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Agency. The Agency may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Special, full size, and performance tests shall be performed as described in the Contract.

12.1.5 The Contractor shall, without charge, replace or correct work found by the Agency not to conform to contract requirements, unless in the public interest the Agency consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

12.1.6 If, before Acceptance of the Work, the Agency decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the Agency shall issue a Change Order for such removal and reinstallation.

12.1.7 The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Agency to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Agency of its readiness for inspection and without the approval or consent of Agency. Should any such work be covered up without such notice, approval, or consent, it must, if required by Agency, be uncovered for examination at the Contractor's expense.

12.1.8 The Contractor shall notify the Agency at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the Agency and proceed with work requiring inspection, all such work is rejected, and no further work shall be done on that portion of the project until the rejected work is accepted by the Agency. Should the Contractor request acceptance of such rejected work the Agency shall, at the Contractor's expense, secure the services of private material testing laboratories, consulting engineers or licensed land surveyors, who shall certify that said work does in fact conform to the requirements of the Contract Documents. The work previously rejected shall be accepted by the Agency after receipt of such certification if the Agency approves of such certification.

12.1.9 If the Contractor does not promptly replace or correct rejected work, the Agency may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

12.1.10 Construction review of the Contractor's performance by the Agency is not intended to include the review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

12.1.11 The Agency will pay for initial testing services specified to be performed by the Agency. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the Agency from the Contract sum.

12.2 INSPECTION BY OTHER JURISDICTIONS

Whenever any part of the Work to be performed is under the jurisdiction or control of another public entity, including but not limited to: The United States Government, State of California, County of Riverside or City, such work shall be subject to inspection by the officials of such entities and it must pass inspection, in addition to Agency inspection, and such other inspections as may otherwise be provided for in the Contract Documents.

12.3 FINAL INSPECTION AND TESTS

The Contractor shall give the Agency at least ten (10) calendar days advance written notice of the date the Work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started within ten (10) calendar days from the date specified in the aforementioned notice unless the Agency determines that the Work is not ready for final inspection and so informs the Contractor.

ARTICLE 13 ACCEPTANCE

13.1 ACCEPTANCE OF THE WORK

13.1.1 After the final inspection by Agency and all the contract documentation has been received, it will be recommended to the Agency Board of Directors to accept the Work and file a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor. (See final payment clause.) Upon Acceptance of the Work, Contractor will be relieved of the duty of maintaining and protecting the Work. Neither determination by the Agency that the Work is complete, nor Acceptance thereof, shall operate as a bar to Agency's claim against Contractor pursuant to Contractor's warranty and guarantees.

13.1.2 Partial payments shall not be construed as acceptance of any part of the Work.

13.1.3 In judging the Work, no allowance for deviations from the drawings and specifications will be made, unless already approved in writing at the time and in the manner as called for herein.

13.1.4 The Acceptance of the Work will not be recommended until all requirements of the Contract Documents are complete and approved by the Agency. This shall include, but is not limited to, all construction, guarantee forms, parts lists, schedules, tests, operating instructions, as-built drawings, and all other documentation identified by the Contract Documents.

ARTICLE 14 WARRANTY AND GUARANTEES

14.1 CONTRACTOR'S WARRANTY AND GUARANTEE

14.1.1 Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work performed under this Contract conforms to the Contract requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

14.1.2 This warranty shall continue for a period of one (1) year from the date of filing of Notice of Completion on the Work. The Performance Bond shall remain in force during the warranty period.

14.1.3 The Contractor shall remedy at the Contractor's expense any damage to the Agency and County-owned or controlled real or personal property, when that damage is the result of:

- a. The Contractor's failure to conform to Contract requirements or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

14.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

14.1.5 The Agency shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified in writing by the Agency of any work not in accordance with the requirements of the Contract or any defects in the Work, commence, and perform with due diligence, all work necessary to fulfill the terms of this Article. If the Contractor fails to remedy any defect, or damage within fourteen (14) calendar days after receipt of notice, the Agency shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense. Payment due to the

Consultant from the Agency for extra design services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the Agency by the Contractor.

14.1.6 In the event of any emergency constituting an immediate hazard to health or safety of County and Agency employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the Agency may undertake at Contractor's expense and without prior notice, all work necessary to correct such hazardous condition(s).

14.1.7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- a. Obtain all warranties that would be given in normal commercial practice;
- b. Require all warranties to be executed, in writing, for the benefit of the County and Agency, unless directed otherwise by the Agency; and
- c. Enforce all warranties for the benefit of the County and Agency, unless otherwise directed by the Agency.

14.1.8 This warranty shall not limit the Agency's rights under the Inspection and Acceptance section(s) of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 15 ENVIRONMENTAL PROTECTION

15.1 DUST CONTROL

15.1.1 The Contractor shall provide any and all dust control required.

15.1.2 Whenever the Contractor is negligent in providing dust control, the Agency shall order the Contractor to provide such dust control. If the Contractor does not comply promptly with such order, the Agency shall have the authority to provide such dust control and charge the Contractor therefore by deducting the cost from progress payments to the Contractor as such costs are incurred by the Agency. The Agency shall not be held responsible for schedule delays due to actions taken by Agency to mitigate the failure of the Contractor in providing dust control.

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

Dust control of all of the Contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall

plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.

The Contractor shall furnish and post dust mitigation signs, which shall be, at a minimum, in accordance with the "AQMD Signage Recommendations", attached hereto. Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the engineer prior to fabrication. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.

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

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

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

A site-specific fugitive dust control plan shall be submitted to the Consultant and Agency 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 final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust. **The successful contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer.** Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the "Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

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

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

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

15.2 EXCESSIVE NOISE

15.2.1 The Contractor shall use only such equipment on the Work and in such state of repair that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

15.2.2 Should the Agency determine that the muffling device on any equipment used on the Work is ineffective or defective so that the noise tolerance of such equipment is exceeded, such equipment shall not, after such determination by the Agency, be used on the Work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

15.3 POLLUTION CONTROL, CLEANING

15.3.1 The Contractor shall not, in connection with the Work, discharge any smoke, dust, or other contaminants into the atmosphere which are in violation of South Coast Air Quality Management District standards or discharge any fluids or materials into any lake, river, stream, or channel as will

violate regulations of State of California Water Resources Board. The Contractor shall control accumulation of waste materials and rubbish and dispose of waste materials and rubbish off-site at a minimum of weekly intervals. Burning of materials is not permitted.

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

16.1.1 In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work which they ably perform.

16.1.2 This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5 as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.

16.1.3 The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.

16.1.4 All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the Agency or County shall be employed by this contractor.

16.2 WAGES & RECORDS

16.2.1 WAGE RATES

a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 1st Floor, Riverside, CA 92501-3655, and shall be posted at the job site.

b. It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to Agency, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Agency who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

d. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Agency or County on the Contract.

16.2.2 WAGE RECORDS

a. The Contractor and each subcontractor shall keep or cause to be kept an accurate record (certified payroll) showing the names and occupations of all laborers, workers, and mechanics employed by him in connection with the execution of this Contract or any subcontract thereunder. The record shall show the actual per diem wages paid to each of said workers, which records shall be provided to the Agency, and to the Division of Labor Standards Enforcement upon its request. Copies provided will include one which has the name and social security numbers marked out.

16.3 NOTICE OF LABOR DISPUTES

16.3.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the Agency.

16.3.2 The Contractor agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

16.4 NONDISCRIMINATION

16.4.1 EQUAL EMPLOYMENT OPPORTUNITY

a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national

origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

e. The Contractor agrees that it will assist and cooperate with the Agency, County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the Agency.

16.4.2 HANDICAPPED NON-DISCRIMINATION

This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the Agency and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

In the performance of this Contract, the Contractor will not discriminate against any employee or Applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, emotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

16.4.4 ACCESS TO RECORDS

The Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this Contract.

16.4.5 REMEDIES FOR WILLFUL VIOLATION

The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

17.1 SUBCONTRACTORS

17.1.1 A subcontractor is an individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work. In accordance with Section 4104 of the Public Contract Code, each Contractor, in his bid, shall include the name and location of each subcontractor who will perform work or labor, or render services to the Contractor in or about the Work in an amount in excess of one half of 1% of the Contractor's total bid.

17.1.2 The Agency reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable.

17.1.3 The Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

17.1.4 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency.

17.1.5 The divisions or sections of the specifications are not intended to control the Contractor in dividing the Work among subcontractors or to limit the work performed by any trade.

17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

17.2.1 The Contractor agrees to bind every subcontractor by the terms of the Contract with the Agency, the General Conditions, Supplementary Conditions, and the drawings and specifications as

far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Agency.

17.3 SUBCONTRACTS

17.3.1 Pursuant to the provisions of Sections 4100 to 4114 of the California Public Contract Code, inclusive, the Contractor shall not, without the consent of the Agency, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his original bid without the consent of Agency. (The Agency's consent can only be given in cases permitted by Public Contract Code Section 4107.)
- b. Permit any subcontract to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his bid.
- c. Sublet or subcontract any portion of the work in excess of one-half of one percent of his bid to which his original bid did not designate a subcontractor.

Should the Contractor violate any of the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code, his so doing shall be deemed a violation of this Contract, and the Agency may either cancel the contract, or assess the Contractor a penalty in the amount of not more than ten (10) percent of the amount of the subcontract involved, or both.

ARTICLE 18 TAXES

18.1 SALES AND PAYROLL TAXES

18.1.1 Each Contractor, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

ARTICLE 19 CHANGES

19.1 CHANGE ORDER WORK

19.1.1 The Agency reserves the right to make changes in the work without impairing the validity of the Contract. The Agency may make changes to the work, or suspend the work, and all such changes or suspension are within the contemplation of the parties and will not be a basis for compensable delay. Such changes may be made in accordance with any of the following methods:

- a. By written change order to the Contract ordered by the Board of Supervisors.
- b. By written change order, signed by the Executive Director of the Redevelopment Agency for the County of Riverside in the manner and amounts specified by Board Policy B-11.
- c. By written authorization, issued by the Executive Director of the

Redevelopment Agency for the County of Riverside, for items of work done under unit prices. The cost or credit for such added or omitted work shall be determined by multiplying the number of units added to or omitted from the work by the applicable unit price.

19.1.2 Upon receipt of a proposed Change Order from Agency, the Contractor shall submit a proposal in accordance with the requirements and limitations set forth in this "Change Orders" article, for work involved in the contemplated change.

19.1.3 The Contractor must submit a cost proposal within fifteen (15) calendar days after receipt of the proposed change order. The Contractor must submit cost proposals in less than fifteen (15) calendar days if requested by the Agency or if required by schedule limitations.

19.1.4 If the Contractor fails to submit the cost proposal within the 15-day period (or as requested), the Agency has the right to order the Contractor in writing to commence the work immediately on a force account basis and or issue a lump sum change to the contract price in accordance with the Agency's estimate of cost. If the change is issued based on the Agency estimate, the Contractor will waive his right to dispute the action unless within fifteen (15) calendar days following completion of the added/deleted work, the Contractor presents proof that the Agency's estimate was in error.

19.1.5 If the Agency disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party contests the price or time extension of Change work, or time is of the essence, the Agency may issue a Construction Change Directive and the contractor shall proceed with the work. The Agency will provide its opinion of the appropriate price and or time extension in a "Response to Change Order Request." If the contractor agrees with the Agency's estimate, a change order will be issued by the Agency. If no agreement can be reached, the Agency shall have the right to issue the Change Order Directive setting forth its unilateral determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a Claim in writing to the Agency, within twenty-one (21) days of the Change Order Directive, disputing the terms of such Directive. No dispute, disagreement or failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the contract sum or contract time shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously."

19.1.6 The Contractor will give notice of a requested change on his letterhead within seven (7) calendar days of discovery and, if the Agency agrees, a proposed change order will be issued on the Agency's standard change order form.

19.1.7 If any change involves an increase or decrease in the cost of the Contractor's work, a change order shall state the amount to be added or deducted from the Contract amount, and the additional time, if any, needed for the performance of such work.

19.1.8 Any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Agency, except that when, in the opinion of the Agency, such basis is not feasible the change to the Contract amount shall be determined upon a cost-plus-percentage basis with a guaranteed maximum lump sum cost within the limitations provided by law.

19.1.9 Each lump sum quotation from the Contractor shall be accompanied by sufficiently detailed estimates to permit verification of totals in accordance with (a) through (d) in 19.1.11 below.

19.1.10 When the work is to be done on a cost-plus-percentage basis, the Contractor shall submit statements as required by the Agency showing all labor, material, and equipment costs incurred, and upon completion of the work, a summary of costs, including overhead and profit, and in accordance with Item (a) through (d) in 19.1.11 below.

19.1.11 Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery.
- c. Tool and Equipment Use. No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- d. Overhead, Profit and Other Charges. The mark-up for overhead and profit on work added to the Contract shall be according to the following Schedule.
 - (1) For work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials.
 - (2) For work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials, to which the Contractor may add five (5) percent of the subcontractor's price of the work.
 - (3) For work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the net cost for work, equipment, labor and materials to which sub-

contractor and general contractor may each add an additional five (5 %) percent of the total price from the lower tier subcontractor.

- (4) "Net Cost" is defined as consisting of costs of labor, materials and equipment use and or rental only. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
- (5) The cost of direct supervision, except when provided by working foreman whose time is included above, of change order work when done exclusively, and not in conjunction or at the same time as, other work performed on the job and when approved in advance by the Agency's authorized representative, including only payroll taxes, insurance, pension and direct costs for the labor of supervision may be charged to the change order. The cost of transportation, use of vehicle and other costs incurred by supervision will not be allowed.

19.1.12 For added or deducted work by subcontractors, the Contractor shall furnish to the Agency the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the markup by such subcontractor for overhead and profit. The same requirement shall apply to sub-subcontractors.

19.1.13 For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Agency a detailed estimate or quotation of the cost to the Contractor for such work, signed by such vendor or supplier.

19.1.14 Any change in the work involving both extras and credits shall show a new total cost, including subcontracts. Allowance for overhead and profit, as specified therein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

19.1.15 The Contractor shall identify any adjustment in time of the final completion of the Work as a whole which is directly attributable to the changed work within fifteen (15) calendar days of receipt of the proposed change order. The Contractor's request for a change in time will be supported by a detailed schedule analysis including a schedule indicating the activities which have been affected and the additional time being requested.

- a. For a change in time for the Work, the Contractor shall be entitled only to such adjustments where completion of the entire Work (critical path) is delayed due to the performance of the changed work. Failure to request extra time when submitting such estimate shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work.
- b. If the Agency and the Contractor fail to arrive at an agreement on the amount of extra cost, credit or time extension for a proposed change, a change order will be processed in the amount believed by the Agency to be reasonable, and the Contractor shall proceed with the work. If the

Contractor believes that the amount or time stipulated in the change order is not reasonable for the work required, he may elect to issue a notification in accordance with the DISPUTES article for review by the Agency, stating therein the basis for his dispute with such change order.

19.1.16 Any change in the Work shall conform to the original Contract Documents insofar as they may apply without conflict to the conditions involved in the change.

19.1.17 Payment for additional work or extras, if any, shall become due and payable in accordance with the provisions for payment in the Contract.

19.1.18 Contractor shall not reserve a right to assess impact cost, extended job site costs, extended overhead, and or constructive acceleration at a later date as related to any and all changes. All costs or estimated costs must be supported with full schedule and cost documentation with each proposed change within the prescribed submission times. If a request for a change is denied and the Contractor disputes the denial, the Contractor must supply the aforementioned documentation to support his claim under the DISPUTES article of this Contract. No claims shall be allowed for impact, extended overhead costs, and or construction acceleration due to the multiplicity of changes and or clarifications. Any attempt by Contractor to change or modify the change order form (sample included herein) shall void the form, including any letters the Contractor may issue in conjunction therewith.

19.1.19 All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the Contract may be made without securing consent of the surety or sureties on the contract bonds.

19.1.20 Quantities are estimates and must be verified by the contractor. If there is a discrepancy between the plans and the bid schedule, the plans prevail. Estimates are plus or minus 10% and adjustments to the contract for amounts over or under the estimate will only be made when the quantity adjustments exceed the 10% threshold. Change Orders shall be established through a mutually agreed upon change order to the work.

19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES

19.2.1 The following are guidelines for preparing change orders:

- a. Labor Rates:
 - (1) To establish the labor rate for each classification and trade, a breakdown shall be submitted to the Agency.
 - (2) Labor rates are based on current prevailing state and federal wages. Only those benefits mandated by law or a valid labor contract are paid by the Agency.
 - (3) Payroll taxes shall be paid as mandated by law. Labor related insurances shall be paid according to industry standard average.
 - (4) No other costs related to labor shall be paid by Agency.

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by Agency, except for labor insurances specified in this guideline under section 1 titled "LABOR RATES".
- (3) Material cost shall be broken down on a separate sheet, and for those jobs designated as time and material shall be supported by valid invoices from suppliers.
- (4) Hours for non-productive labor, such as non-working foremen or general foremen, shall be paid only when justified in the opinion of the Agency, and approved by the Agency. The total number of nonproductive labor hours shall be limited to a maximum of 15% of the total number of productive labor hours.
- (5) Cost of use of special equipment shall be paid when justified in the opinion of the Agency, and approved by the Agency. Equipment refers to special equipment that is needed to perform that specific job, and does not include the usual tools customarily required for that trade. Small tools costs are not paid by Agency.
- (6) Material transportation costs are paid by Agency when justified in the opinion of the Agency, and approved by the Agency's authorized representative.
- (7) Overhead, profit and fees on subcontracts, are paid according to the contract.
- (8) No costs other than those designated above shall be paid by Agency. The percentages of overhead and fee allowed with change orders have been established to account for any other direct or indirect costs that might be incurred due to the change order.

19.3 AUDIT

19.3.1 The Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency.

19.3.2 The Contractor shall make available at its office at all reasonable times the materials described in paragraph 19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.

19.3.3 The Contractor shall insert a clause containing all the provisions of this 19.3, including this paragraph, in all subcontracts over \$10,000 under this contract.

ARTICLE 20 PAYMENT

20.1 PROGRESS PAYMENTS

20.1.1 The Agency shall pay the Contractor the price as provided in this Contract.

20.1.2 The Agency shall make progress payments monthly as the Work proceeds, on estimates approved by the Agency. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the Agency, showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments.

20.1.3 Contractor shall submit to the Agency vouchers, schedule activities, or other satisfactory proof of the value of any work for which he claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.

20.1.4 In the preparation of estimates, the Agency may authorize 75% of the value of material delivered and satisfactorily stored on the site, and preparatory work done to be taken into consideration for major equipment if:

- a. Consideration is specifically authorized by this Contract; and
- b. The Contractor furnishes certified receipt that it has acquired title and paid invoices for such material and that the material will be used to perform this Contract.

20.1.5 On the 25th of each month the Contractor will submit his request for payment. Prior to that submittal the Agency will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the Agency and will refer to the schedule.

20.1.6 Upon receipt of a payment request, the Agency shall:

- a. Review that request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and
- b. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

20.1.7 Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by Agency 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 Agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Agency exceeds the seven-day return requirement set forth in 20.1.6 above.

20.1.8 In making these progress payments, there shall be retained ten percent (10%) from the amount of each progress payment until the work is 50% complete. After the 50% completion

point, if satisfactory progress is being made and at the sole discretion of the Agency, the retention may be reduced to a minimum of 5% of the contract.

20.1.9 Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to this section without any retention, by posting securities in accordance with Public Contract Code Section 22300.

20.1.10 Contractor and each subcontractor shall pay each of its employees engaged in work under this Contract in full (less deductions made mandatory by law) in accordance with California law.

20.1.11 The Agency may withhold (in excess of retentions) or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Agency from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
- f. Default of the Contractor in the performance of the terms of the Contract.

20.1.12 Should stop notices be filed with the Agency, the Agency shall withhold the amount required plus 25% from certificates until such claims shall have been resolved pursuant to applicable law. California Civil Code Section 3179 et seq.

20.1.13 At the election of the Agency, Contractor shall provide, within ten (10) calendar days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefore by Section 3262 of the Civil Code.

20.1.14 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Agency, but this shall not be construed as:

- a. An acceptance of any work not in accordance with the Contract Documents; or
- b. Waiving the right of the Agency to require the fulfillment of all of the terms of the contract.

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The Agency shall pay the amount due the Contractor under this Contract after:
 - 1.) The Acceptance of all work and Notice of Completion per the terms of this Contract
 - 2.) Presentation of a properly executed voucher
 - 3.) Release of all liens and Stop Notices
 - 4.) Presentation of release of all claims against the Agency arising by virtue of this Contract, other than claims and disputes in stated amounts that the Contractor has specifically excepted from the operation of the release.
- b. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Agency, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

- a. When the work is ready for acceptance by the Agency, Agency will certify and submit to the Board of Directors a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor.
- b. Notice of Completion will be recorded by the Agency upon completion and Acceptance of the Work. Providing no stop notices have been filed, thirty-five (35) calendar days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the Agency shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

- a. After Acceptance of Work, the Agency will submit to Contractor a statement of the sum due Contractor under this contract, together with Agency payment in the amount thereof. Said statement shall take into account the contract price, as adjusted by any change orders; amounts already paid; sums to be withheld for incomplete work; liquidated damages; and for any other cause under the Contract.
- b. The Contractor shall, from the effective date of Acceptance until the expiration of four years after final settlement under this Contract, preserve and make available to the Agency, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

ARTICLE 21 SUSPENSION OF WORK/TERMINATION

21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

21.1.1 In the event the Contractor, after receiving written notice from the Agency of non-compliance with any requirement of this Contract, fails to promptly initiate appropriate action to comply with the specified requirement, the Agency shall have the right to withhold payment for work completed under the Contract until the Contractor has complied with the notice or has initiated such action as may be appropriate to comply, within a reasonable period of time. The Contractor

shall not be entitled to any extension of contract time or payment for any costs incurred for work under this article.

21.1.2 Should the Contractor abandon the Work called for under the Contract, or assign his Contract, or unnecessarily and unreasonably delay the work, or willfully violate or perform the work in bad faith, the Agency shall have the power to notify the Contractor to discontinue all work or any part thereof under this Contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Agency may designate, and the Agency shall have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Agency may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of the work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Agency out of such monies as may either be due, or may at any time thereafter become due to the Contractor under the Contract.

21.2 TERMINATION

21.2.1 TERMINATION FOR BREACH

If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, the Agency may serve written notice upon him and his surety of its intention to terminate Contractor's performance hereunder, said notice shall contain the reasons for such intention to terminate Contractor's performance, and, unless within ten (10) calendar days after serving of said notice, such violation shall cease and satisfactory arrangements for correction thereof be made, Contractor's performance shall, upon the expiration of said ten (10) calendar days, cease and terminate. In the event of any such termination, the Agency shall immediately serve written notice thereof upon the surety and the Contractor, and the Agency may take over the Contractor's work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Agency for any excess cost occasioned the Agency thereby, and in such event the Agency may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plants, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

21.2.2 TERMINATION FOR CONVENIENCE

a. 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 standards and the plans and specifications, then the Agency may, without prejudice to any other right or remedy, terminate the Contract.

b. The Agency may terminate performance of work under this Contract in whole or in part, if the Agency determines that a termination is in the Agency's interest. The Agency shall terminate by delivering to the Contractor a Notice to Terminate specifying the extent of termination and the effective date.

c. After receipt of such Notice, and except as directed by the Agency, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete any continued portion of the Contract.
- (3) To terminate all subcontracts to the extent they relate to the work terminated.
- (4) With approval or ratification to the extent required by the Agency, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (5) As directed by the Agency, transfer title and deliver to the Agency (1) the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and (2) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Agency.
- (6) Complete performance of work not terminated.
- (7) Take any action that may be necessary, or that the Agency may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.
- (8) Use its best efforts to sell, as directed or authorized by the Agency, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the Agency. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Agency under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Agency.

d. After termination, the Contractor shall submit a final termination settlement proposal to the Agency in the form and with the certification prescribed by the Agency. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the Agency may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

e. Subject to subparagraph (2) above, the Contractor and the Agency may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:

- (1) The amount of payments previously made
- (2) The contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.

f. If the Contractor and Agency fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Agency shall pay the Contractor the amounts determined as follows:

- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:
 - (i) The cost of this work
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above
 - (iii) A sum, as profit on (i) above, determined by the Agency to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Agency shall allow no profit under this subdivision (iii).
- (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data
 - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

g. Except for normal spoilage, the Agency shall exclude from the amounts payable to the Contractor the fair value, as determined by the Agency, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.

h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the Agency.

i. In arriving at the amount due the Contractor, there shall be deducted:

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract
- (2) Any claim which the Agency has against the Contractor under this Contract
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Agency.

j. If the termination is partial, the Contractor may file a proposal with the Agency for a Change Order of the price(s) of the continued portion of the Contract. The Agency shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the Agency.

k. The Agency may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Agency believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Agency upon demand, together with interest.

l. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Agency, State and or the U.S. Government or their representatives at all reasonable times, without any direct charge.

ARTICLE 22 DISPUTES/CLAIMS

22.1 CLAIMS RESOLUTION

In accordance with Public Contract Code Sections 20104 20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the Owner shall be resolved under the following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

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

- b. Claims Under \$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. Of 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.
- c. 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. The Contractor shall make these records and documents available to the Agency, County, State and or the U.S. Government or their representatives at all reasonable times, without any direct charge.
- d. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), 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.
- e. 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 900 et seq. and Government Code 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.
- f. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

22.2 CLAIM FORMAT/REQUIREMENTS

22.2.1 The Contractor will submit the claim justification in the following format:

- a. Summary of claim merit and price plus clause under which the claim is made.
- b. List of documents relating to claim

- (a) Specifications
 - (b) Drawings
 - (c) Clarifications (RFIS)
 - (d) Schedules
 - (e) Other
- c. Chronology of events and correspondence
 - d. Analysis of claim merit
 - e. Analysis of claim cost
 - f. Analysis of Time in CPM format
 - g. Cover letter and certification (form included herein)

22.2.2 If any claim submitted includes a request for overhead, the Agency may request a Profit & Loss statement and supporting documentation from Contractor. If requested, such documentation must be submitted for the Agency to consider the claim.

22.2.3 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by Agency, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

22.3 NOTICE OF THIRD PARTY CLAIMS

The Agency shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract.

SPECIAL PROVISIONS

SECTION 1 - SCOPE OF WORK

The work under this contract shall be performed in the County of Riverside and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the furnishing, installing, and construction of improvements in strict conformance with all of the Contract Documents.

The purpose of this project is to provide all equipment, labor, materials, and incidentals to construct improvements in cooperation with the Owner and jurisdictional agencies as shown and described on the plans and in these specifications.

SECTION 2 - CONTRACT PLANS AND LOCATION LIST

The plans, hereby included and made part of these documents, are entitled:

Rubidoux, Area II Street and Storm Drain Improvement Project

SECTION 3 - DURATION OF CONTRACT

The Contractor must begin the work no later than fourteen (14) days after the commencement date specified in the Notice to Proceed and must complete the entire work within two hundred and ten (210) calendar days from the date specified in the Notice to Proceed.

The time for completing the work shall include all times required for obtaining materials, equipment, and labor. In submitting the bid, the Contractor shall have considered any delays that will prevent the Contractor from completing the work in the time designated in this contract. Extension of time will not be given for delays due to failure to comply with these requirements.

SECTION 4 - WORKING DAYS AND WORKING HOURS

The Contractor's working days are limited to Monday through Friday, from 7:00 a.m. to 5:00 p.m. except as approved by the Owner during emergency conditions.

SECTION 5 - EMERGENCY INFORMATION AND RESPONSE

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the Owner prior to beginning work.

The Contractor shall furnish to the Owner the names and telephone numbers of two responsible representatives who would be able to expedite requests outside of the normal working hours of 7:00 a.m. and 5:00 p.m. If the Contractor fails to correct any emergency problems in a timely manner, the Owner will make necessary corrections and charge any incurred expenses to the Contractor.

SECTION 6 - ADVANCE NOTIFICATION

It shall be the Contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any jurisdictional area of any agency. A minimum of 48 hours advance notice shall be given to the various agencies before beginning construction in the area unless specific advance times and requirements are stated in these specifications or in permit conditions.

The following is a list of potential agencies affected by this project:

UTILITY COMPANY	ADDRESS	TELEPHONE
<u>TELEPHONE</u> AT&T	3073 Adams Street Riverside, CA 92504	(909) 359-2451
<u>GAS</u> Southern California Gas Co.		(800) 227-2600
<u>ELECTRICITY</u> Southern California Edison	7951 Redwood Avenue Fontana, CA 92336	(909) 357-6585
<u>TELEVISION CABLE</u> Charter Communications	7337 Central Avenue Riverside, CA 92504	(909) 343-5171
<u>WATER & SEWER</u> Rubidoux Community Services District Rubidoux Water Department	3590 Rubidoux Boulevard Riverside, CA 92509	(951) 369-4061
<u>UNDERGROUND ALERT</u> Dig Alert		(800) 227-2600

SECTION 7 - EXPOSURE OF UTILITIES IN ADVANCE OF WORK

The Contractor shall determine the type, materials and conditions of any utilities which may be affected by or affect the work. The Contractor shall carry out the work carefully and shall be responsible for any damages to existing utilities. The Contractor shall use reasonable care in execution of the work so as to protect any existing facilities that may exist.

SECTION 8 - LEGAL RESPONSIBILITIES AND PERMITS

All permits necessary for the construction of the project, such as construction permits, shall be obtained by and at the expense of the Contractor. Such permits shall include, but not be limited to, County and County departments, including all applicable business licenses, waste discharge requirements to the extent necessary to accomplish any de-watering of the job site.

SECTION 9 - CONSTRUCTION WATER AND POWER

The Contractor shall provide water and power needed for construction and testing of all items under this Contract. The Contractor shall, at the Contractor's own expense, convey the construction water in each case to the point of use. Construction water shall be fresh water only, and the source of supply shall be approved by the Engineer prior to its use.

SECTION 10 - INSPECTION OF THE WORK

The Owner's Representative will provide inspection. Any work requiring inspection before it is performed that is done without the Representative's approval will not be accepted and must be performed again with the Representative present. The Contractor and the Owner's representative must coordinate the daily work schedule to insure proper inspection.

SECTION 11 - TRAFFIC AND ACCESS TO RESIDENCES AND BUSINESSES

It is the Owner's intent to construct the improvements in a smooth, efficient, continuous construction operation requiring minimal contract time and causing minimal impact and interruption to the community. In addition to the requirements in other sections of these Specifications, the following shall apply.

At the pre-construction meeting, the Contractor shall provide the Owner with a **written** schedule or sequence of operations. The Work Area Traffic Control Handbook (WATCH), latest edition, published by the Building News, Inc., is adopted as part of these specifications by reference.

Pedestrian and vehicular access to properties adjacent to the improvements shall be maintained at all times, except when necessary construction precludes such access for a reasonable period of time. The Contractor's proposed traffic control plan shall be approved by the Engineer prior to the beginning of construction.

SECTION 12 - MAINTENANCE AND GUARANTEE

The Contractor shall and does hereby guarantee that the entire work constructed under the Contract will fully meet all the requirements of the Contract Documents as to the quality of workmanship and materials furnished as required in the Contract. The Contractor hereby agrees to make, at the Contractor's own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by Contractor that become evident within one year after the date of final payment, and to restore, promptly, to full compliance with the requirements of these specifications any part of the work which, during the one-year guarantee period, is found to be deficient with respect to any provision of the specifications.

The "Performance Bond" must remain in effect until the end of the ONE-YEAR warranty period.

Earthwork, which has settled below the required finish grade due to poor construction practices, shall be considered as a part of such required repair work; and any repair or

resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work, unless the Contractor shall have obtained a statement in writing from the affected private Owner or public agency releasing the Contractor from further responsibility in connection with such repair or resurfacing.

The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the work, and the Contractor and the Contractor's surety shall be liable to the Owner for the cost thereof.

SECTION 13 - BEGINNING OF WORK

A pre-construction conference will be held for the Contractor awarded the contract, subcontractors, utility company representatives, and other parties involved in or affected by the project. The conference will be held between the dates of contract award and the issuance of the Notice to Proceed.

The Contractor shall notify the Owner, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer.

All work must be completed within 210 calendar days from the date specified in the Notice to Proceed.

SECTION 14 – ORDER OF WORK

The construction order of work shall be determined by the Contractor and subject to the following requirements, unless otherwise modified by the Engineer.

Traffic Requirements. The provisions of Section 7-1.08, "Public Convenience" and Section 7-1.09, "Public Safety" of the Caltrans Standard Specifications shall apply and supplemented as follows:

- a) The Contractor's method of controlling and regulating vehicular and pedestrian traffic throughout this project, including the types of traffic control devices, traffic paint, or other materials and devices necessary to safely manage traffic, shall conform to the requirements of these Special Provisions, the latest edition of the Work Area Traffic Control Handbook, or other additional requirements from the Engineer during the progress of construction.
- b) Safe and reasonable access into or through the construction area shall be provided at all times for vehicles including, when required, those streets that are specifically authorized by the Engineer or the Special Provisions to be closed to all traffic. Where streets are specified to be closed to all traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is actually in progress. No closure shall preclude reasonable access for emergency vehicles unless other means of safe and reasonable access are available or provided and approved by the Engineer.

- c) The Contractor shall notify the County of Riverside Transportation and Land Management Department, County Sheriff's Department, and the Fire Department before any partial or total closing of any street or alley and before the reopening of any street or alley in this project.
- d) A traffic lane is defined as a usable lane on existing pavement or asphalt concrete base pavement. All traffic lanes shall have a minimum width of ten (10) feet unless otherwise approved by the Engineer. No traffic lane shall be closer than five (5) feet from the edge of an excavation, or closer than two (2) feet, unless otherwise directed by the Engineer from curbs, barricades, or other obstructions.
- e) Street closure signing shall be provided and maintained on the closed street and all intersecting streets within the closure limits. This signing shall conform to the requirements of these Specifications, the Work Area Traffic Control Handbook, and the Engineer.
- f) Failure by the Contractor to provide and install any of the signs, pavement markings, or traffic control devices required by the Specifications will result in the Engineer causing such signs, pavement markings, and traffic control devices to be placed by others and the cost for furnishing traffic control, plus an additional 30% of the total cost for overhead expenses, will be deducted from the following contract progress payment.
- g) The posting of "No Parking" signs within the construction site is permitted with the approval of the Engineer. "No Parking" signs shall be furnished by the Contractor and shall be of a type approved by the Engineer. Each parking sign posted shall indicate the time and duration of the no parking prohibition and new signs shall be posted when changes occur in the parking prohibitions indicated on the previously posted signs.

SECTION 15 – STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS

No parking of construction equipment or stockpiling of material will be permitted on public streets at any time.

The Contractor may make arrangements with private property owner(s) within adjacent sites for this purpose at no additional cost to the Owner.

SECTION 16 – DISTRIBUTION OF CONTRACT PLANS AND SPECIFICATIONS

The Contractor is reminded of the importance of keeping all subcontractors informed not only of their part of the work, but of the entire project and how each part relates to the other. It is recommended that all subcontractors be provided with sufficient plans and specifications. The Owner will provide to the Contractor, a reasonable number of extra copies of plans and specifications.

SECTION 17 – AS-BUILT DRAWINGS

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change of Order work, change conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspectors' written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

TECHNICAL PROVISIONS

DESCRIPTION:

The project location is in the community of Rubidoux and is north of Mission Boulevard and immediately west of the Santa Ana River. The eight streets contained in this project are within a residential area of single-family homes. The terrain for the project area is flat except for a drainage course crossing on Daly Street south of 36th Street. The streets are paved with a width of 28' or 32' with no curbs or berms, the only exception is Wallace Street between Mission Blvd. and Odell Street with has curb and gutter and a section width of 36'.

The project scope is to provide curb and gutter, sidewalks, storm drain system, and pavement reconstruction for all the project streets, except for Wallace Street between Mission Blvd and Odell Street in which only an overlay of existing pavement will be provided.

SPECIFICATIONS:

This project shall conform to the requirements of the July 1999 edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation, which are in SI (metric) units, or as otherwise provided in these Special Provisions. The project plans have been designed in US units, and as such it is expected that some conversion will be required. The Standard Specifications and Standard Plans make various references in SI units, which must be reconciled with the portions of the project designed using only US units. All conversions to the SI references shall be "Hard conversions", that is, converted to a rounded, rationalized number, which is a suitable approximation of the SI, measurement and which is convenient to work with. Said conversions shall have US equivalents similar in magnitude to the original.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

Requirements on the construction plans for Portland Cement Concrete are modified to the PCC Class designations, as described in Section 90-1.01 of the 1999 Standard Specifications, as follows:

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

ARTICLE 23 OVERALL CONSTRUCTION METHODS

It shall be the responsibility of the contractor to perform the construction in a neat orderly and professional manner. Adequate number of trained personnel must be provided to perform the work with safety always the first concern.

23.1. PROJECT SITE

It shall be the responsibility of the Contractor to examine the site of the work and to make all

investigation necessary, both surface and sub-surface, to determine the character of materials to be encountered and all other existing conditions affecting the work.

The entire site within the area affected by construction shall be cleared and bladed. Surfaces shall be cut or filled to the extent indicated by finish grade stakes. Finish surfaces shall slope uniformly between spot elevations or finish contour lines shown on the drawings and away from structures. Grading tolerance will be plus or minus 0.1 feet from surface elevations indicated.

All lines and grades shall be established before Notice to Proceed, and the Contractor shall provide such assistance and materials as may be required. The Contractor shall carefully preserve all survey stakes and reference points. Should any stakes or points be removed or destroyed by any act of the Contractor they shall be reset at the Contractor's expense.

The Contractor shall inform county a reasonable length of time in advance of the times and places at which he intends to work in order that lines and grades may be furnished, that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.

23.2. ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with all applicable federal, state, county and municipal rules and regulations pertaining to sanitation, fire protection, and safety. Contractor shall obtain and have available at the job site a copy of these specifications in order to comply with all provisions herein.

The Contractor shall provide such modern plant and equipment as may be necessary to perform all the work in a satisfactory and acceptable manner, and in accordance with the specifications.

The Contractor shall file with County a written list giving the names, addresses, and telephone numbers of at least two (2) of his representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify County of all changes in the listing.

The Contractor shall provide all necessary power required for his operations under the contract. The Contractor shall provide and maintain in good order such modern power equipment as shall be adequate in the opinion of County to perform in a safe and satisfactory manner the work required by the contract.

The Contractor shall obtain construction water for work under this specification. All water used to fill potable water distribution systems must meet state and local health requirement for domestic consumption.

23.3. PROTECTION OF FACILITIES AND PROPERTY

The drawings identify the various pipelines, conduits, and other existing utility structures as they are supposed to exist in construction areas, but no error or omission on said drawings shall be construed to relieve the Contractor from the responsibility of protecting any such

pipeline, conduit, or other existing utility structures.

When deemed necessary by County, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

When performing underground work, the Contractor shall call Underground Service Alert (USA), the on-call underground facility locating service two (2) working days prior to making an excavation. Contractor shall be responsible for such notification of sub-Contractor's work, or shall require sub-Contractor to assume this responsibility.

No County valves, or appurtenances of other utility facilities shall be operated by the Contractor without approval and/or instruction from County or the utility, as appropriate.

Insofar as practical during the progress of the work, the property of any owner (including facilities such as a pipeline, conduit, sewer, culvert, storm drain, drainage ditch, flood control channel, overhead wire, cable, underground wire, or any other facility) shall not be disturbed but shall be supported and protected against injury and maintained in good operating condition at the expense of the Contractor. In no case shall any such property be disturbed or removed without the consent of the owner and approval of County. The Contractor shall be responsible for making good all damage due to his operations and the provisions of this section shall not be abated even in the event such damage occurs after backfilling, or is not discovered until after completion of backfilling.

The Contractor shall explore the location and depth of under-ground facilities, sewers, and storm drains sufficiently in advance of pipeline laying or other construction operations so that changes in line or grade, or both, can be made in the pipeline without delay of the Contractor's construction schedule, without relaying or reconstructing previously installed pipelines or other facilities and to avoid wherever possible moving, altering, or reconstruction of the obstructing underground facilities, sewers, or storm drains.

It shall be the responsibility of the Contractor to verify the location of all obstructions shown on the plans and to locate any other underground utilities and structures which might necessitate a change in the line and grade of the new work. If the Contractor, while performing the work of construction, discovers utility facilities not identified in contract plans or specifications, the Contractor shall immediately notify County.

In no case shall any utility that has been damaged, whether shown or not shown on the plans, be backfilled without the Contractor notifying the utility company of the damage.

If the work requires, as shown on the drawings or as specified, or as required for the Contractor's convenience, that the surface and overhead facilities, underground facilities, sewers and storm drains should be moved, altered, relocated, reconstructed, or temporarily supported, in order that the facilities included in the contract can be constructed, the Contractor shall make all arrangements, therefore, with the respective owners and shall bear all expenses for moving, altering, relocating, or temporarily supporting the facilities.

In addition, County may require the moving, altering, or reconstructing of obstructing underground facilities, sewers, or storm drains, and any compensation, therefore, will be the responsibility of the contracting party and not County.

County may destroy pipelines determined to be abandoned if conflicting with the contract work and properly disposed of after approval.

All pipelines abandoned in place shall be crushed or filled (sand/cement slurry) and exposed

ends of abandoned pipelines shall be plugged for water tightness as approved by County.

ARTICLE 24 RIGHT-OF-WAY

Right-of-way for the pipelines to be constructed shall be acquired before Notice to Proceed. Neither the terms hereof nor anything shown on the drawings in connection with the right-of-way shall be construed to entitle the Contractor to conduct operations in said right-of-way in violation of any public agency ordinance or regulation restricting interference with water courses and drainage channels, road, alley, or street, until the Contractor has obtained permits from the proper authorities.

In all of the streets in which the Contractor's work may interfere with ingress or egress of the occupants of the abutting property or of their vehicles, the Contractor shall maintain temporary practical means of ingress and egress or shall make satisfactory arrangements with the occupants for the obstructing of ways to their properties for the duration of the interference. Such arrangements shall be made in writing and a copy submitted to County.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street or way during performance of the contract work, and the Contractor shall so conduct the work as not to interfere unnecessarily with the authorized work of other agencies in such streets and ways.

Fences on the right-of-way shall be removed by the Contractor where necessary for the performance of the work, but, where required, shall be maintained until the work is completed or removal is authorized. Where the Contractor removed existing fences to facilitate the work, temporary fence protection for lands adjacent to the right-of-way shall be provided at all times during the continuation of the contract. Such temporary fence protection shall be adequate to prevent livestock from straying from or onto adjacent lands and shall be constructed complete with gates and/or cattle guards. The cost of all work described in this paragraph shall be included in the prices bid for other items of work and no separate payment shall be made.

Where pipelines are to be constructed through and adjacent to tracts of improved property, the Contractor shall, where practical, confine his operations within a 30-foot wide right-of-way or such other width right-of-way as may be designated on the drawings or in the Special Provisions. If Contractor's operations are such as to require additional space, the Contractor shall arrange for and secure at his own expense any additional right-of-way required. The Contractor shall enter into written agreements with the landowners and copies of the agreements shall be furnished to County.

Where the pipeline is to be constructed through cultivated fields not in public road rights-of-way, the contracting party will obtain and pay for damage to crops over a total overall width of 30' or such other width as may be designated. The Contractor shall pay for any damage to crops outside of the designated right-of-way.

ARTICLE 25 JOB SITE SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This requirement will apply continuously 24 hours a day every day until final acceptance of the work and shall not be limited to normal working hours.

The Contractor shall provide and maintain barricades, guards, temporary bridges and

walkways, watchmen, night-lights and danger signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the work, life, property, the public, excavations, equipment, and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guardrails shall be provided for bridges and walkways over or adjoining excavations, shafts, and other openings and locations where injury may occur.

The Contractor's Safety Officer shall inspect the entire work and site, including storage areas; at frequent intervals to verify that fire prevention measures are constantly enforced.

The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplements with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding, or other operations that may cause a fire are being performed.

Only a working supply of flammable or toxic materials shall be permitted on any of the permanent structures and improvements, and shall be removed there from at the end of each day's operations. The Contractor shall store flammable or toxic materials and waste separate from the work and stored materials for the work in a manner that prevents spontaneous combustion or dispersion, and none shall be placed in any sewer or drain piping or buried on the site.

The Contractor shall not permit any person for whom he is responsible or liable to enter or remain on the site of the work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment conforming to the requirements of County or regulatory agencies, and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at appropriate locations warning the public and persons engaged upon the work of this requirement. The Contractor shall furnish for their temporary use such safety helmets, protective clothing, and safety equipment as County may request of him.

The Contractor shall not permit or allow any person or persons to enter any pipeline or space containing hazardous or noxious substances or gases, or where there is an insufficient amount of oxygen to sustain life and consciousness, or any other hazardous area unless equipped with lawful and appropriate safety equipment and life support apparatus, and unless those entering are continually monitored and guarded by and in communications with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

The Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or property and, in all cases, shall notify County of the emergency as soon as practical, but shall not wait for instruction before proceeding to properly protect both life and property.

Excavations shall be adequately shored and braced so that the earth will not slide or settle and so that all existing improvements of any kind will be fully protected from damage. Any damage resulting from a lack of adequate shoring and bracing shall be the responsibility of the Contractor. The Contractor shall affect all necessary repairs or reconstruction at the Contractor's own expense as directed by County and shall bear all other expenses resulting from such damage.

Each contract built under these specifications for the construction of a water pipeline, sewer pipeline, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, or the use of such a trench or open excavation, shall include the costs necessary to provide adequate sheeting, shoring, and bracing, or equivalent method for the protection of life or limb, which shall conform to applicable safety order, including the Construction Safety Orders of the California Division of Industrial Safety, in accordance with the requirements of the California Occupational Safety and Health Act.

When working in, or connecting to existing systems in operation, the required safety provisions work in an operating system will be enforced, including provisions for working in confined air spaces when appropriate.

Nothing in this requirement shall be construed to impose tort liability on County or any of its officers, or employees.

ARTICLE 26 JOB SITE MAINTENANCE

Excavating and grading shall be performed only when the weather conditions do not adversely affect the quality of the finished product. Any graded or excavated areas that are damaged by the effect of rain, or other weather conditions, during any phase of the construction, shall be re-excavated, re-graded, and re-compacted to conform to the herein specified requirements, at the Contractor's expense.

The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of County to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until all required resurfacing is completed or until the Contractor has completed arrangements with the proper authorities whereby the Contractor is relieved of further responsibility.

The Contractor shall acquire such permits and take such measures as may be required, and shall furnish, install, and operate such pumps or other devices as may be necessary to remove any seepage, storm water, or sewage that may be found or may accumulate in excavations during the progress of the work. The Contractor shall keep all excavations entirely free from water at all times during the construction of the work and until County has given permission to cease pumping. He shall keep the complete work reasonably free from accumulations of water and sewage, and shall free it entirely at such times as may be required by County for inspection or other purposes. Any accumulated water or sewage thus pumped shall be disposed of in accordance with good practice and local ordinances.

The Contractor shall provide an adequate dewatering system for the control of surface and groundwater seepage into the excavations as may be required during the construction period. The proposed plan of this dewatering system shall be submitted to County for concept approval prior to the installation of the system.

ARTICLE 27 PROJECT CLEAN-UP

The Contractor shall keep the premises occupied by him in a neat and clean condition, and free from unsightly accumulation of rubbish. Upon completion of the work and before the final estimate is submitted, the Contractor shall, at his own cost and expense, satisfactorily dispose

of or remove from the vicinity of the work all plants, buildings, rubbish, rock, unused and excavated materials belonging to him or used under his direction during the construction, and in the event of his failure to do so, the same may be removed and disposed of by County at the Contractor's expense. Contractor's responsibility shall include satisfactory disposal of all debris or protective material resulting from material delivery such as plastic wrappings, pipe stalls, etc., whether or not the Contractor furnished such material.

The Contractor shall carry on his operations in such sequence and in such manner as to interfere as little as possible with other improvements. When the construction is adjacent to or on residential property or cultivated fields or orchards, disposal of material and backfill operations shall be performed in such manner as to restore the properties to their original condition as nearly as practical as determined by County. Topsoil shall be carefully removed, stockpiled, and replaced after the backfill is placed.

As a part of the clean-up operation of facilities in private right-of-way, the Contractor shall restore the soil the full width of the right-of-way to a mechanical condition equivalent to that which existed at the time of the construction operations on such areas, by thoroughly loosening the soil with subsoilers, or other acceptable means and by disking and leveling if necessary, any stones, gravel, or other deleterious material left in spoil banks. On such lands debris shall be removed by the Contractor before his final preparation of the soil and shall be disposed of as required for excavated materials.

ARTICLE 28 EARTHWORK SPECIFICATIONS

Excavation shall include, without classification, the removal of all materials of whatever nature encountered, including all vegetation or other obstructions of every nature that would interfere with the proper execution and completion of the work. The Contractor shall furnish, place, and maintain all supports and shoring that may be required for the sides of the excavations. The Contractor shall perform all pumping, ditching or other approved measures for the removal or exclusion of water (including taking care of storm water and waste water reaching the site of the work from any source) so as to prevent damage to the work or adjoining property. Excavations shall be supported in the manner set forth in the rules, orders and regulations prescribed by the Department of Industrial Relations, Division of Industrial Safety.

Unless otherwise approved, all pipeline trenches shall have vertical sides and shall have a minimum width equal to the outside diameter of the pipe plus 12 inches and a maximum width equal to the outside diameter of the pipe plus 20 inches.

Any excavation carried down below the grades shown on the drawings or in excess of those ordered by County shall be backfilled to the required grade with sand or suitable selected sandy material. Such material shall be properly moistened and thoroughly compacted in layers not exceeding 4 inches in thickness by means of a hand-operated, power-driven tamper.

All excavations shall be kept free of water while concrete or pipeline is being placed and until concrete has attained its initial set to eliminate any possible damage from such water. The Contractor at the Contractor's expense shall remove any water accumulations in excavations from any source. Wastewater shall be disposed of in such a manner that it will not cause any damage to public or private property or will not be a menace or inconvenience to the public.

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.

ARTICLE 29 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 Engineer will not finalize the job 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.

ARTICLE 30 ITEMS OF WORK

30.1. ORDER OF WORK

Contractor shall follow the priority of construction as follow:

**34TH Street to Daly Street;
35th, 36th, Odell Street, 37th Street,
Crestmore Street (From 34th to Mission Blvd)**

30.2. TRAFFIC CONTROL SYSTEM

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

The Contractor for review and approval by the Transportation Department shall submit proposed plans at least two weeks prior to the start of construction. The 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.

Traffic control plans shall be in accordance with the appropriate standards and specifications,

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

With regard to the preparation and implementation of the plans, attention is especially directed to Sections 7-1.06, 7-1.08, 7-1.09, 7-1.11, 7-1.12 and Section 12 of the State of California Standard Specifications. Section 12-2.02 of the Standard Specifications is deleted. Maintaining traffic shall conform to the provisions in 7-1.02, "Load Limitations" 7-1.06, "Safety and health Provisions" 7-1.08 "Public Convenience", 7-1.09 "Public Safety" and 12-3.04 "Portable Delineators" of the Standard Specifications the manual of Traffic Controls, the Section of these documents entitled "Insurance Provisions. Hold Harmless." All existing traffic control signs and street name signs shall be maintained in visible locations as directed by the Engineer.

No detours will be allowed. The Contractor will be required to conduct his operations in such a manner that traffic will be permitted to pass through the work area with as little delay as possible. Work is authorized only from 7:00 a.m. to 6:00 p.m., and from 8:00 a.m. to 2:00 p.m. after September 8, Monday to Friday, excluding holidays. No works shall be performed after those hours, and work areas shall be fully closed at the end of each working day.

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 signs shall conform to and be placed in accordance with the current State of California Traffic Manual and "Manual Of Traffic Controls, Warning Signs, Lights, and Devices For Use In Performance Of Work Upon Highways", issued by the California Department of Transportation for construction and maintenance of work zones.

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

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

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

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

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

30.3. CLEARING AND GRUBBING

Clearing and grubbing (including the trimming/removal of existing shrubs and bushes, relocation of irrigation system and removal of trees and tree stumps) as shown on plans or as directed by the Engineer shall conform to the provisions in Sections 15 and 16 of the Standard Specifications.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments" of the Standard Specifications, the amount set forth for the contract item of work hereinafter listed shall be deemed to be maximum total value of said contract item of work which will be recognized for progress payment purposes: Clearing and Grubbing - \$ 25,000.00

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.

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

30.4. 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 lump sum price paid for develop water supply and no additional compensation will be allowed therefore.

Attention is directed to the requirements of Section 10, "Dust Control". Water in amounts specified by the Engineer will be used for dust control, and the cost thereof will be included in the lump sum price paid for develop water supply.

30.5. COLD PLANE ASPHALT CONCRETE PAVEMENT

The Contractor shall cold plane the asphalt concrete pavement to a depth of 0.17' as shown on the approved plans or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 72 inches wide and shall be operated so as not to produce fumes or smoke. The depth, width and shape of the cut shall be as indicated on the typical cross sections. The outside lines of the planned area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way shall become the property of the Contractor and shall be

immediately removed from the site of the work and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer.

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

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

30.6. ROADWAY EXCAVATION:

Earthwork shall conform to the provisions of Section 19 of the Standard Specifications and these Special Provisions. At road connections and at limits of asphalt paving, existing pavement shall be header cut, 0.10' depth and 12' by width of existing surfacing. Full compensation for furnishing all labor, tools and doing all the work necessary including grinding, and saw cutting shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefore.

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

The first lift of asphalt concrete paving shall be placed within seven calendar days of the removal of existing asphalt concrete for each street segment. A street segment is herein defined as that area of road removed in one day. Contractor shall pay to the County of Riverside the sum of \$800.00 per day, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment subjected to delay. This liquidated damage shall be in addition to the liquidated damages for the project as set forth in the agreement, and shall apply separately to each street segment within the scope of work.

The unit prices paid per square yard for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved including compaction as directed by the Engineer and no additional compensation will be allowed therefore.

30.7. RELATIVE COMPACTION

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

FINISHING ROADWAY:

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

made on a lump sum basis.

ARTICLE 31 WATER POLLUTION CONTROL

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

31.1. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM - NPDES

The Contractor shall comply with the requirements of Board Order No. R8-2002-0.011 (NPDES No. CAS618033). NPDES Area-Wide Municipal Storm water Permit, hereafter referred to in this section as the "Permit", issued by the California Regional Water Quality Control Board (CRWQCB) - Santa Ana Region. This permit regulates both storm water and non-storm water discharges associated with Contractor's construction activities. The Contractor shall prepare and implement Storm water Pollution Prevention Plan (SWPPP) in accordance with this section entitled "Storm water and Non-Storm water Pollution Control" of these Special Provisions.

A copy of the Permit may be obtained at the office of the Count of Riverside Transportation Department, 4080 Lemon Street, 8th Floor, Riverside, California. (909) 955-6780, or may be obtained on the Internet at: <http://www.swrcb.ca.gov/rwgcb8/odf/02-11.ndf>.

The Contractor's attention is directed to:

Allow the Engineer to withhold progress payments if the Contractor fails to fully implement "Storm water and Non-Storm water Pollution Control" or is deemed to be in non-compliance with provisions of the permit;

"Storm water Pollution Prevention Plan Preparation and Approval" which requires that a SWPPP be prepared and approved prior to the pre-construction meeting;

"SWPPP Implementation" which allows the Engineer to suspend construction operations, if the Contractor fails to implement the approved SWPPP and any amendments thereto.

31.2. STORM WATER AND NON-STORM WATER POLLUTION CONTROL

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

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

Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.

Construction procedures, such as, stabilized construction access points, schedule/phasing to

minimize areas of soil disturbance, soil stabilization, and erosion/sediment control.

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

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

A copy of the Permit and Resolution may be obtained at the office of the County of Riverside Transportation Department, 4080 Lemon Street, 8th Floor, Riverside, California. (909) 955-6780, or may be obtained on the Internet at:

<http://www.swrcb.ca.gov/resdec/waorders/1999/wno99-08.html> and
www.swrcb.ca.gov/resdec/resltn/2001/rs2001-046.doc.

In the event the County incurs any Administrative Civil Liability (fine) imposed by the CRWQCB - Santa Ana Region, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Civil Liability. Liability may be in an amount up to \$27,500 per day per deemed occurrence.

"Storm water and Non-Storm water Pollution Control" work shall conform to the requirements in the latest version of Caltrans Storm Water Quality Handbooks, entitled "Construction Site Best Management Practices (BMPs) Manual" and "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual". Copies of the "Construction Site BMPs manual" and "SWPPP and WPCP Preparation Manual", hereafter referred to collectively as the "Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95615-3800. Telephone: (916) 445-3520. Copies of the Caltrans Handbooks can also be downloaded from the Caltrans Internet site at <http://www.dot.ca.00v/hc/construc/stormwater.html>.

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

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Handbooks, General Permit, Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both storm water and non storm water discharges from both the project site and areas of disturbance outside the project limits during

construction. The Contractor shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the project site. The SWPPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States Environmental Protection Agency (USEPA) or local storm water management agency. Requests by the public shall be directed to the Engineer.

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

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

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

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

31.3. SWPPP PREPARATION AND APPROVAL

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

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

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

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

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

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

Soil stabilization practices;

Sediment control practices;

Sediment tracking control practices;

Wind erosion control practices; and

Non-Stormwater management, and waste management and disposal control practices.

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

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

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

Title Page;

Certification and Approval;

Table of Contents;

Source Identification;

Stormwater and Non-Stormwater Pollution Control Drawings;

Erosion Control;
Stabilization;
Sediment Control;
Non-Stormwater Management;
Waste Management and Disposal;
Maintenance, Inspection and Repair Program;
Training;
List of Contractors and Subcontractors;
Sampling and Analysis Plan;
Post-Construction Stormwater Management;
Current Inventory of BMP related materials;
Mobilization Plan for BMP deployment;
A copy of the Notice Of Intent (NOI) form submitted by the District for this project;
A copy of the Waste Discharge Identification (WDID) number or proof of mailing of the NOI (provided by the District);
A copy of the General Permit;
A copy of other applicable Plans/Permits, if any;
Construction Site Inspection Checklist;
Pre/Post Storm Inspection Checklist;
Inspection Log;
A copy of the Amendments, if any;
Amendment Certification and Approval, if any;
Amendment Log;
Annual Compliance Certification;
BMPs Consideration Checklist; and;
SWPPP Checklist.

31.4. STORM WATER POLLUTION PREVENTION PLAN AMENDMENTS

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

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

ARTICLE 32 MISCELLANEOUS SPECIFICATIONS

32.1. PREPARATION OF PIPES AND STRUCTURE FOUNDATIONS

Normal bedding shall be used unless otherwise shown or ordered. For normal bedding of pipe, the bottom of the trench shall be excavated uniformly to the grade shown on the drawings. The trench bottom shall be given a final trim such that each pipe section when first laid shall be continually in contact with the ground along the extreme bottom of the pipe. Rounding out of the trench to form a cradle for the pipe will not be required. Where called for on the bidding sheets or otherwise ordered by County, the Contractor shall furnish imported sand beddings. Said material shall be placed in accordance with the details shown herein.

Where the bottom of the trench is in rock or boulders, such material shall be removed to a minimum depth of 6 inches below the grade of the bottom of the pipe and the trench refilled to the grade of the pipe with sand or suitable selected sandy material. The material shall be properly moistened and thoroughly compacted in layers not exceeding 4 inches in thickness by means of a hand-operated, power-driven tamper.

32.2. BACKFILL AND COMPACTION

All excavations shall be backfilled to the level of the original ground surfaces except where otherwise shown or ordered by County. The trench shall be backfilled to a level 12 inches above the top of the pipe with sufficiently granular material obtained from the excavation having a sand equivalent of at least 30. Such material shall be compacted to 90 percent of maximum density.

The remaining backfill shall be placed in horizontal layers not exceeding 6 inches in depth before compaction. Each layer shall be moistened, tamped, puddled, rolled, or otherwise compacted to the specified maximum density (minimum 90%) as determined by the compaction test specified herein. If the backfill material is sandy or granular in nature, the layer construction may be eliminated and flooding and jetting may obtain compaction, provided this latter method meets with the approval of the agency having jurisdiction over the highway or street. If flooding and jetting is permitted, the remaining backfill shall be placed in layers not exceeding 3 feet in thickness. Each layer shall be flooded, jetted and poled to secure complete saturation of the material before placing the next layer.

Where backfill is required to be compacted to a specified percentage of maximum density, tests for compliance may be made by a qualified soils technician using the test procedure specified in "Methods of Test for Moisture-Density Relations of Soils Using a 10-lb. Rammer and an 18-inch Drop", (ASTM Designation D1557), modified to use 3 layers. Field density tests shall be performed in accordance with the test procedure specified in "Method of Test for Density of Soil in Place by the Sand-Cone Method" (ASTM Designation D1556).

32.3. CUTTING AND RESTORING ROAD SURFACING, ETC.

In cutting or breaking up road surfacing, the Contractor shall not use equipment, which will damage the adjacent surfacing. All cement concrete surfaces shall be scored with concrete

sawing equipment of a type meeting the approval of County; provided however, that any cement concrete base under an asphalt mix surface will not be required to be scored by sawing. Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before paving is commenced.

Surfacing, gutters and culverts destroyed in connection with performing the work required under the contract shall be replaced with the same kind or with better surfacing, gutters, and culverts by the Contractor in accordance with the latest specifications, rules and regulations and subject to the inspection of the agency having jurisdiction over the street or highway. Damaged or destroyed sidewalks shall be replaced with new sidewalks having a minimum thickness of 3-1/2 inches.

Valve box sleeves or covers damaged or destroyed shall be replaced with the same kind of sleeves or covers.

32.4. AGGREGATE BASE

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

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

Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious matter, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm and stable base. Aggregate may consist of broken and crushed asphalt concrete or Portland cement concrete and may contain crushed aggregate base or other rock materials. The material may contain no more than 3 percent brick by weight as determined by California Test Method 202 as modified: Brick material retained on a No.4 sieve shall be identified visually and separated manually. Brick quantification shall be based on total weight of dry sample. Also, material retained on the 4.75 mm (No. 4) sieve shall contain no more than 15 percent of particles (gravel) that have no more than one fractured face.

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

32.5. QUALITY REQUIREMENTS

	Test	Contract Compliance
Resistance (8-Value) Miscellaneous	Virgin Rock	78 Minimum
	Crushed	80 Minimum
Sand Equivalent		35 Minimum
Durability Index		35 Minimum
Percentage Wear	100 Revolutions	15 Maximum
	500 Revolutions	52 Maximum

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

&MALT RUBBER HOT MIX - GAP GRADED (ARHM-GG1: (Wet Process))

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

Binder for ARHM-GG shall be Type 2 asphalt-rubber binder with an asphalt modifier as specified in these Special Provisions. The asphalt used in asphalt-rubber binder shall be AR-4000.

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

32.6. REQUIREMENTS FOR ASPHALT MODIFIER

Property	ASTM Test Method	Value
Flash Point,	D92	207 (405) min
C.L.O.C., *C (*F)		
Viscosity, cSt @ 1000 (212F)	D445	X±3*
Molecular Analysis Asphaltenes, Percent by mass	D2007	0.1 max
Aromatics, Percent by mass	D2007	55 min

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

The amount of asphalt-rubber binder to be added to the aggregate shall be between 6.7% and

8.7% by dry weight of the aggregate. The Engineer will determine the exact amount. The temperature of the aggregate at the time the asphalt-rubber binder is added shall be not more than 350 degree F.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type 2 Asphalt-Rubber Binders:

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

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

Viscosity, SUS @ 100 Degree F 2500 minute (ASTM D 88)

Flash Point, COC, Degree F 405 minute (ASTM D 92)

Molecular Analysis (ASTM D 2007)

Asphaltenes, % by weight 0.1 maximum

Aromatics, % by weight 55 minimum

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

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

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

The rubber shall contain no particles longer than 3/16 inch in length. The extender oil shall be added to the asphalt at a rate between 2 percent and 6 percent by weight of the asphalt, the asphalt-rubber supplier shall determine the exact amount. The asphalt shall be at a temperature of not less than 350 degree for more than 425 degree F when the extender oil is added.

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

asphalt-extender oil blend shall be 18 percent and 22 percent by weight of the total combined mixture of asphalt, extender oil, and rubber. The asphalt-rubber supplier shall determine the exact amount. The asphalt-extender oil blend shall be at a temperature of not less than 350 degree (F) or more than 425 degree (F) or when the rubber is added. After the material has reacted for at least 45 minutes, the asphalt-rubber shall be metered into the mixing chamber of the asphalt concrete production plant at the percentage specified or ordered.

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

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

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

Asphalt-rubber shall consist of the following:

After reacting the AR-4000, asphalt modifier and rubber, the asphalt-rubber binder shall conform to the following requirements:

32.7. TEST PARAMETER

Field Viscosity, Haake at 375 degree F in centipoises ASTM D 2669

Penetration, Cone at 77 degree F in 1/10 MM ASTM D 217

Resilience 77 degree F in percent rebound ASTM D 3407

Field Softening Point in degree F ASTM D 36
Contractor shall have available ASTM D 2669.

Specification Limits 1500-4000
45 ± 25
18 Minimum 145 ± 20
A Haake Viscometer conforming

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

General Requirements:

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

For " maximum size aggregate, use the following grading:

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

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

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

32.8. MEASUREMENT

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

Payment:

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

32.9. ASPHALT CONCRETE

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

Aggregate grading shall be three-quarter inch (3/4") maximum, medium for base course and

one-half inch (1/2") maximum, medium for the final course. The asphalt lift thickness table, as shown in Section 39-6.01, "General Requirements" of the Standard Specifications, is revised as follows:

Total Thickness Shown on Plans	Minimum No. Of Layers	Top Layer Thickness		Next Lower Layer Thickness		All Other Lower Layer Thickness	
		Min.	Max.	Min.	Max.	Min.	Max.
0.23' or less	1	-	-	-	-	-	-
0.29' through 0.44'	2	0.10'	0.21'	0.14'	0.23'		
0.45' or more	3 or More	0.10'	0.20'	0.15	0.23'	0.20'	0.23'

Footnotes to asphalt thickness table are revised as follows:
No Change.

Deleted.

Revised to read: "At least 4 layers shall be placed if total thickness is 10.63 inches (270 mm) or more.

The paving asphalt shall be AR-4000 or as determined by the Engineer.
Section 39-3.01B (1) shall be amended to include:

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

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

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

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

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

Rustic Lane and Alton Street shall be fog sealed by the Contractor as shown on plans or as directed by the Engineer. Full compensation shall be included in the unit bid price paid per ton for Asphalt Concrete (Type B).

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

The Contractor shall lower manholes and valves when and as necessary for the protection of the traveling public during construction, and shall coordinate all work on said facilities with the owning utility companies. Final adjustment to grade will be the responsibility of the owning utility company, except as provided herein.

Said work shall be performed in accordance with Section 15-2.05A, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers, including initial lowering of valves and manholes when required, shall be considered as included in the contract price paid for asphalt concrete.

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

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

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

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.12 inch (3 mm) tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

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

methods, or furnish substitute equipment.

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

32.10. GENERAL CRITERIA FOR PROFILING

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

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

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

Pavement with a total thickness less than 0.24 foot (75 mm);

Pavement on horizontal curves with a centerline curve radius of less than 1,000 feet and the pavement within the superelevation transition on those curves;

Pavement placed in a single lift when required by the Special Provisions; Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-6.02, "Spreading" of the Standard Specifications;

Pavement for ramps and connectors with steep grades and high rates of super elevation, as determined by the Engineer;

32.11. SHOULDERS AND MISCELLANEOUS AREAS

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

Pavements profiled shall conform to the following Profile Index requirements:

Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 2,000 feet or more shall have a Profile Index of 0.16 foot or less for each 330 feet section profiled;

Pavement on horizontal curves having a centerline curve radius of 1,000 feet or more but less than 2,000 feet, including the pavement within the super elevation transition of these curves, shall have a Profile Index of 0.32 foot or less for each 330 feet section profile;

Pavement within any 330 feet section, containing high point areas with deviations in excess of

0.025 foot in a length of 25 feet or less, when tested in conformance with the requirements in California Test 526, shall be corrected by the Contractor regardless of the Profile Index.

The Contractor shall complete initial runs of the profilograph prior to opening the pavement to public traffic. Profilograph operations shall be in conformance with the lane closure requirements in "Maintaining Traffic" of these Special Provisions. If initial profiles cannot be made prior to opening the pavement to public traffic, the initial runs of the profilograph shall be made the next day that traffic control is permitted for the area to be profiled.

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

Abrasive grinding shall be performed to reduce individual deviations in excess of 0.025 foot (7.5 mm), and to reduce the Profile Index of the pavement to be within the specified tolerance. Areas, which have been subjected to abrasive grinding, shall receive a seal coat. Deviations in excess of 0.025 foot (7.5 mm) which cannot be brought into specified tolerance by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Replacement or overlay pavement not meeting the specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense. The Contractor shall run profilograms on the areas that have received abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the, specified tolerance.

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

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

Payment: Full compensation for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer, for performing all corrective work to the pavement surface including abrasive grinding, removing, and replacing asphalt concrete or placing an asphalt concrete overlay to bring the surface within the tolerance specified shall be considered as included in the contract price paid per ton for Asphalt Concrete and no separate payment will be made therefore.

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

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

32.12. ROUT AND SEAL RANDOM CRACKS

All cracks will be filled with a rubberized asphalt material 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.

For cracks in size of 1/4 inch to 1/2 inch in width, the crack shall be widened using a router to form a sealant reservoir, which is a minimum of 1/2 inch wide and 3/4 inch to 1 inch deep. The routed crack shall then be cleaned with compressed air to remove all dust and free moisture, and then sealed to service level. If a 3/8-inch asphalt concrete mix overlay is to be used, the filler material shall be deleted.

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 incompressible 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 squeezed to fill in depressed area.

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

32.13. APPLICATION OF HERBICIDE AND WEED REMOVAL

Herbicide shall be applied to all visible weeds and vegetation, and to all cracks exceeding 1/4 inch in width, within the pavement areas and the curb and gutter areas at least 10 days prior to removal of weeds and vegetation, or longer if the manufacturer's recommendation is for a period of time in excess of 10 days. All weeds and vegetation shall be removed from the pavement areas.

The herbicide used shall meet all Federal, State and County health and safety requirements for the intended use of the product, as described herein. Contractor shall obtain specific approval from the Engineer for the use of the herbicide proposed by the Contractor.

Contractor shall provide all necessary protection to prevent injury to adjacent plant life or property from herbicide. The Contractor will be held responsible for any personal injury or property damage caused by the transportation, storage or application of herbicides.

The Contractor shall notify the Engineer two days in advance prior to any application of herbicide.

A Contractor that is properly licensed to do this work shall apply herbicide.

Payment:

Payment for Rout And Seal Random Cracks will be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required for cracks routing, cracks cleaning, sweeping and application of herbicide and sealant, as directed by the Engineer and no additional compensation will be allowed therefore.

ARTICLE 33 CONCRETE CURB, GUTTER, CROSS GUTTER, SPANDREL, DRIVEWAY APPROACHES, SIDEWALK AND CURB RAMPS:

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

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

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

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

Construction of curb ramps shall include, but not be limited to, the following:
Removal and disposal of existing sidewalk, curb, and/or curb and gutter and existing soil and aggregate as required; Establishing grades, and assuring that all grades are met; Performing all grading and compaction - including all required aggregate import, as directed by the Engineer and in accordance with County Standard 403; Construction of new sidewalk, curb, and/or curb and gutter; All scoring/grooving and required saw cutting; Repair of existing asphalt and PCC surfacing; Installing 1/2" ide expansion joints;

All landscaping, and related work, to return the area adjacent to the curb ramp to its original condition and to conform the area to the new improvements;

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

The contract unit prices paid per linear foot for Curb And Gutter, square foot for Sidewalk, Cross-Gutter And Spandrel and each for Driveway Approaches and Curb Ramps, shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in the construction and complete in place including the furnishing and placing of expansion joints.

33.1. DRIVEWAY TIE IN:

The finished driveway approaches shall tie-in with the existing asphalt concrete/concrete/dirt driveways if necessary as directed by the Engineer.

Surfacing for driveways shall consist of a replacement in kind. The exact quantities of square footage shall be determined with the Engineer in the field.

The Contractor shall dispose of removed materials from the existing driveways.

The contract unit bid price paid per square foot for Driveway Tie-In shall include full

compensation for all labor, materials, tools, and equipment and no additional compensation will be allowed therefore.

33.2. CATCH BASIN AND RETAINING WALL

Catch basin and retaining wall (if any) shall conform to the applicable portions of Sections 51, 52, 75 and 90 of the Standard specifications and these Special Provisions.

The Contractor shall reconstruct the top portion including the cleaning of existing catch basin as directed by the Engineer.

Concrete to be used in the construction of catch basin and retaining wall shall be Class 2 concrete (6 sack mix).

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

Full compensation for furnishing and placing of reinforcement and grate cover, structure excavation and backfill, shall be included in the unit prices bid per each for Catch Basin and per linear foot for Retaining Wall shall include full compensation for furnishing all labor, materials, tools, and equipment, and no additional compensation will be allowed therefore.

33.3. THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING

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

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

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

33.4. RELOCATE MAILBOX:

Relocate mailboxes shall conform to the approved plans and as directed by the Engineer. Private mail and newspaper boxes shall be removed as directed by the Engineer, and reset on temporary portable mounts consisting of timber posts supported in five gallon cans or buckets, in accordance with Section 15 of the Standard Specifications and these Special Provisions.

During construction operations, the portable mount shall be moved as necessary to clear the

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

Mailboxes setting on top of concrete blocks shall be constructed as directed by the Engineer.

The unit bid price paid per each for Relocate Mailbox shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved including concrete and replacing and no additional compensation will be allowed therefore.

33.5. RELOCATE SIGNS AND FENCE:

Signs and fence relocation shall conform to the provisions in Sections 56 and 80 of the Standard Specifications and as directed by the Engineer.

Signs shall be relocated at the locations shown on the construction plans or where directed by the Engineer.

The contract unit price paid per each for Relocate Sign and per linear foot for Relocate Fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

33.6. DETECTOR LOOPS:

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

Loop wire shall be Type 2.

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

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

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

Detector curb terminations shall be in accordance with Standard Plans ES-5E, and shall be Type "A". Detectors shall be Type "E" unless otherwise shown on the construction plan or as directed by the Engineer. The conduit shall extend 18 inches (460 nun) into the paved roadway.

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

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

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

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

Detector loops will be paid for at a unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and no additional compensation will be allowed therefore.

ARTICLE 34 CONCRETE SPECIFICATIONS

34.1. CONCRETE SPECIFICATIONS

Contractor shall furnish all materials for concrete and mortar, and shall form, mix, place, cure, repair, finish and do all other work required to produce finished concrete structures.

34.2. CONCRETE AND MORTAR MIX

The concrete mix used for all concrete required hereunder shall be composed of Portland Cement and properly graded sand and rock. The proportions of cement and aggregates shall be such as to produce a workable mix with a minimum compressive strength of 2,500 psi at the age of 28 days. The quantity of water used shall be just sufficient, with a normal mixing period, to produce a concrete, which, in the judgment of the Engineer, can be worked properly into place without segregation.

Mortar shall consist of 1 part of Portland Cement and 1-1/2 parts of sand, all by volume. The materials shall be thoroughly mixed dry until the mixture assumes a uniform color and then sufficient water shall be added to bring the mixture to a workable consistency.

34.3. CEMENT

All cement used on the work shall be standard brand Portland Cement conforming to the "Specifications for Portland Cement", Type II (ASTM Designation C150).

34.4. AGGREGATES

All aggregates shall be obtained from pits approved by the Engineer. Fine aggregate shall be composed of clean, hard, strong, durable, uncoated grains, free from shale, lumps and soft or flaky particles and from injurious amounts of dust, alkali, organic matter, loam, mica, or other deleterious substances. The grading as determined in accordance with the "Method of Test for Sieve Analysis of Fine and Coarse Aggregates" (ASTM Designation C136) shall conform approximately to the following:

34.5. SIEVE SIZE PERCENTAGE PASSING SIEVES

3/8"	100
NO. 4	90 - 100
NO. 8	65 - 90
NO. 16	45 - 70
NO. 30	25 - 45
NO. 50	10 - 20
NO. 100	2 - 8
NO. 200	0 - 4

Fine aggregate shall in all cases be washed. The control of washing of fine aggregate shall be such that the finer particles of sand are retained or removed as required. Washed or saturated sand shall be allowed to drain at least 24 hours to uniform moisture content before batching. Dry sand shall be moistened before handling when necessary to prevent segregation. The fine aggregate shall be well graded so as to insure a dense concrete.

When tested in accordance with the "Method of Test for Organic Impurities in Sand for Concrete" (ASTM Designation C40), it shall show a color not darker than the standard color and shall contain not more than a total of 5 percent by volume of clay, silt, mica, or other objectionable inorganic materials as determined after shaking well with two and one-half times (2 1/2) its volume of water in a graduated cylinder. At least 400 cc of sand by volume shall be used in this test.

Coarse aggregate shall be composed of strong, hard, clean, durable, uncoated pebbles or rock fragments, free from alkali, organic or other deleterious matter and shall contain not more than 25 percent of crushed material. Not more than 5 percent by weight of soft or friable particles and not more than 3 percent of thin elongated, or laminated pieces will be allowed. Coarse aggregate shall be washed, and if necessary shall be again uniformly moistened just before batching. Coarse aggregate shall be furnished in the primary sizes specified below, and shall be stored in separate batching bins, and batched as required to conform to the combined grading requirement. The grading or proportioning of the fine and coarse aggregates in the mix shall be varied as directed by the Engineer, and will be based on securing a well-graded aggregate and producing concrete having the required workability, density, and strength, without the use of excess sand, water or cement. The grading of the primary sized of the coarse aggregates shall be within the limits in percentages, by weights, as follows:

34.6. PRIMARY AGGREGATE SIZE NO. 2 (1-1/2 inch maximum size)

Percent	
Passing a 2-inch square sieve	100
Passing a 1-1/3 in square sieve	90 - 100
Passing a 1 in square sieve	20 - 55
Passing a 3/4 in square sieve	0 - 15
Passing a 3/8 in square sieve	0 - 5

34.7. PRIMARY AGGREGATE SIZE NO. 3 (1-inch maximum size)

Percent	
Passing a 1-1/2 in square sieve	100
Passing a 1 in square sieve	90 - 100

Passing a 3/4 in square sieve	60 - 80
Passing a 3/8 in square sieve	0 - 15
Passing a No. 4 square sieve	0 - 5

34.8. PRIMARY AGGREGATE SIZE NO. 4 (3/8 in. maximum size, pea gravel)

Percent	
Passing a 1/2 in square sieve	100
Passing a 3/8 in square sieve	90 - 100
Passing a No. 4 square sieve	0 - 5

In the event coarse aggregate is stored in stockpiles in advance of concreting operations, such stockpiles shall be built up by approved methods so that coning or segregating of the materials cannot occur.

ARTICLE 35 STORM WATER SEWERS

35.1. GENERAL

Work under this section consists of the excavation, installation of pipe, construction of inlets, manholes, and appurtenant structures, and backfilling complete in accordance with the lines and grades as shown on the plans or as established by the ENGINEER.

35.2. TRENCHING AND BACKFILL

See Section 02206 "Excavation, Trenching and Backfilling for Utilities".

Pipe Zone

- 2.1. Class C improved Bedding.
- 2.2. Over excavation of the trench bottom for storm sewers will not be required unless directed by the ENGINEER.

35.3. MATERIALS

- 3.1. Concrete. See Section "Concrete Work". Concrete shall be Class I, unless otherwise shown on the Plans.
- 3.2. Structural Steel. Structural Steel shall be in accordance with ASTM A-36, A242, or A441.
- 3.3. Pipe for Storm Water Sewers:
 - 3.3.1. Reinforced Concrete Pipe. Reinforced Concrete Pipe shall conform to ASTM C76, Class III except where indicated on plans to be Class IV.
 - 3.3.2. Reinforced Elliptically Shaped, Concrete Pipe. Horizontal Elliptical Pipe shall conform to ASTM Standard C507, HE-IV.
 - 3.3.3. Aluminized Steel Pipe. The manufacturer of the aluminized Steel Type 2 spiral rib pipe, ULTRA FLO, shall be Contech Construction Products, Inc. of Middletown, OH or an approved equal by the ENGINEER. All of the aluminized Steel Type 2 material used in the pipe shall be manufactured to conform to the current AASHTO M36 (and ASTM A760) specification except that the external helical corrugation pattern of the pipe shall be 3/4" X 3/4" X 7-1/2" as described in AASHTO M196.

The round pipe shall conform to the Type IR pipe classification: Culvert pipe, circular section, and single thickness of sheet, helical ribs projecting outwardly. The pipe shall be formed from an aluminized Steel Type 2 coil and conform to the current AASHTO M274 (and ASTM A819) material specification.

The connecting bands shall be manufactured in accordance with the current AASHTO M36 (and ASTM A760) specification.

3.3.4. Polyvinyl Chloride (PVC) Pipe. (Only for use on 10" diameter and smaller storm sewers). Pipe and fittings shall meet and/or exceed all of the requirements of the latest revision of ASTM Specification D-3034 and conform to SDR-35. Pipe lengths shall have terminals fabricated for the approved joint system and such length to permit ease of handling and installation without damage to the pipe sections. Joints shall be slip joint with a rubber (Neoprene) gasket to form a tight compression seal. Fittings and adapters shall be as approved by the ENGINEER. The pipe shall be protected against ultra-violet light degradation. Each pipe length shall be identified with the manufacturer's name, pipe designation, and date of manufacture.

3.3.5. Brick. Brick used in the construction or adjustment of manholes and construction or adjustment of storm drain inlets shall be No.1 common red brick complying with ASTM C-62 Grade SW or ASTM C-32, Grade MS.

3.3.6. Reinforcing Steel. Reinforcing Steel shall conform to that specified in Section 03010 "Concrete Work."

3.4. Grates, Castings, Frames, and Covers.

3.4.1. Manhole and inlet castings shall be manufactured using good quality gray iron conforming to class 30 of A. S. T. M. designation A-48. Dimensions and weights shown on the detailed drawings shall be considered as minimum requirements and any deviations from the dimensions shown must be specifically approved. The finished castings shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortions or other defects.

3.4.2. Manhole and inlet castings shall be coated with an asphalt paint resulting in a smooth, tough and tenacious coating which is not brittle or tacky.

3.4.3. Manhole and castings shall be manufactured such that a cover manufactured by any one foundry will fit interchangeably into a frame manufactured by another foundry and still meet allowable clearances and non-rocking requirements. This will require manufacturing of the matching faces on the cover and the frame to close tolerances.

3.4.4. The outside circumference of the vertical face of the cover and the inside circumference of the vertical face in the frame recess shall be manufactured to tolerances such that the clearance between the cover and frame will not exceed 1/8" at any point around the circumference of the cover. The seating surfaces between the cover and frame shall be machined such that these surfaces shall make full contact for their full circumference to preclude the cover from rocking in the frame

3.4.5. The manhole and inlet frame and cover shall be marked with lettering indicating the name of the manufacturer and the year when the cover or frame was cast. The cover shall be further identified with regards to ownership using letters at least 1" in height. This identification shall be "City of Derby Sewer Department". The word Department may be abbreviated. The texture of the top surface of the cover shall be manufactured in a checkered pattern design. Smooth block outs shall be utilized to highlight the lettering on the cover surface.

3.5. Sand for Mortar. Concrete sand (fine aggregate) sieve through 8-mesh screen.

3.5.1. Mortar. Eight sacks of Type I cement per cubic yard. Use of hydrated lime will not be allowed.

3.6. Non-shrinking Mortar. Premixed or job mixed; job mixed shall be one part shrinkage-correcting aggregate, one part Portland cement, one part sand.

3.6.1. Shrinkage-Correcting Aggregate. Master Builders "Embeco" or Sonneborn "Ferrolith G-DS".

35.4. CONSTRUCTION METHODS

4.1. **Pipe Installation.** The laying of pipe in the finished trench shall be set to line and grade from the lowest point and laid upgrade. Reinforced concrete pipe shall be laid with the bell or grooved end upgrade. All pipes shall be firmly and accurately set so the invert is smooth and uniform. Trenches shall be free of water, except the portions of pipe projecting into streams or ponds. Joints in reinforced concrete pipe shall be cemented with cement mortar.

4.2. **Inlets and Manholes.** Inlets and Manholes shall be constructed to the lines, dimensions, and grades as shown on the plans. Concrete structures shall conform to the applicable requirements of Section 03010 "Concrete Work".

The CONTRACTOR shall exercise care in providing adequate openings and recesses for the grates, castings, frames and covers. Castings, frames, covers and grades shall be set level and firm in the completed inlets and manholes.

The invert channels of storm sewer structures shall be filled and shaped with Class III concrete for proper drainage of storm water.

In no case shall the invert section through a manhole be greater than that of the outgoing pipe. The shape of the invert shall conform exactly to the lower half of the pipe it connects. Side branches shall be connected with as large radius of curve as practicable. All inverts shall be troweled to a smooth clean surface. The invert shaping shall have slopes of one (1) inch per foot on areas outside of the flow channels.

4.2.1. **Concrete Finish** - All exposed concrete surfaces shall be troweled with a smooth steel trowel followed by a brushed finish.

4.2.2. **Surfaces** - All formed surfaces to remain exposed after removal of forms and backfilling shall be given a rubbed finish. The rubbed surface shall be freed from uneven

molding lines, fins, etc. by use of a carborundum brick.

- 4.2.3. **Frames and Covers - Manhole rings, covers**, etc. shall be made of good quality gray iron, free from cracks, holes, swells and cold shuts and, unless otherwise specified, shall be as shown on the plans, or an approved equal. Manhole rings and covers shall weigh not less than shown on the details and the covers shall not be perforated. Where noted on the plans, frames and covers shall be painted after installation.
- 4.2.4. **Brick Work** - Manhole bricks shall be laid radially. Manhole and inlet bricks shall be laid in a full bed of mortar with shove joints and staggered bond. Maximum inside face vertical joints shall be 1/4 inch for curved walls with radial brick and 1/2 inch for straight walls and maximum horizontal joints shall be 1/2 inch between courses. The entire exterior surface of brickwork on manholes and inlets shall receive a full 1/2-inch mortar coating. Brickwork performed during cold weather shall be protected from all damage by approved methods. No work shall be started when the air temperature is below 32 deg. F without prior approval of the ENGINEER. All mortar shall be used within 40 minutes after mixing. Mortar, which has begun to take on initial set, shall be discarded and shall not be used with additional cement or new mortar.
- 4.3. **Adjusting Manholes, Catch Basins and Curb Inlets**. Where shown on the plans or as directed by the ENGINEER, existing manholes, catch basins or curb inlets shall be adjusted in reasonably close conformity to the desired elevation, grade, or dimensions as indicated on the plans or established by the ENGINEER. Unless otherwise noted on the plans or therein, all materials and construction methods shall conform to the requirements for new construction.
- 4.4. **Structural steel or cast fixtures** shall be carefully removed, cleaned and reinstalled. Where reinstallation of existing fixtures is not required as part of the adjustments, the CONTRACTOR shall store the fixtures for the future use by the OWNER, as directed by the ENGINEER. Where fixtures of a different type are called for in making the adjustment, the CONTRACTOR shall furnish the new fixtures.
- 4.5. In the absence of specific adjustment details on the plans, the height of brick walls may be increased or decreased by adding or removing courses of brick. The height of concrete walls may be increased with courses of brick or as otherwise directed by the ENGINEER. The height of concrete walls shall be decreased by sawing and careful removal of that portion of the walls above the point required for satisfactory replacement of the top and/or casting.

Brick, satisfactory to the ENGINEER, salvaged from the project may be used in increasing the height of the walls. If there are no satisfactory brick obtainable from the project, new brick shall be furnished by the CONTRACTOR.

35.5. **ANNUAL COMPLIANCE CERTIFICATION**

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

35.6. NON-COMPLIANCE REPORTING

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

35.7. SWPPP IMPLEMENTATION

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

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

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

35.8. STORM WATER POLLUTION CONTROL

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

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

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

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather

Service forecast shall be used or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

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

35.9. NON-STORM WATER POLLUTION CONTROL

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

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

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

Prior to a forecast storm;

After any precipitation which causes runoff capable of carrying sediment from the construction site;

At 24 hour intervals during extended precipitation events; *and*

At regular interval of once every 2 weeks.

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

35.10. MAINTENANCE

The Contractor shall maintain construction site BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the District.

Training - The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance, and repair personnel have received or will receive that is directly related to stormwater pollution prevention.

35.11. PAYMENT

Payment for implementing erosion control measures will be paid for under the bid item Water Pollution Control on a force account basis, up to the fixed bid price, for the work performed, including developing, preparing, obtaining approval of, revising and amending the SWPPP, and installing, constructing, maintaining, removing and disposing of BMPs as shown in the SWPPP, as specified in the Caltrans Handbooks and Sample Contractor's Water Quality SAPs, General Permit and these Special Provisions, and as directed by the Engineer.

35.12. OBSTRUCTIONS

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

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

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

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

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

The Contractor shall assume that every house, building and lot within the project limits has utility service pipes and conductors (laterals), and that utility main and trunk facilities exist within the project limits. The Contractor shall determine if it is warranted to determine the exact location of these utility service laterals and existing main lines, unless directed by the Engineer to pothole at specific locations. 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' expense.

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

Underground Service Alert	(800) 227-2600
Southern California Edison Company	(909) 357-6585
Rubidoux Water Department	(951) 369-4061
Southern California Gas Company	(800) 227-2600
AT&T (Phone)	(909) 359-2451
Charter Communications	(909) 343-5171

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 therefore.



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

April 5, 2011

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

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: RUBIDOUX AREA II STREET AND DRAINAGE IMPROVEMENT PROJECT

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**
Thursdays: April 7 and 14, 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.

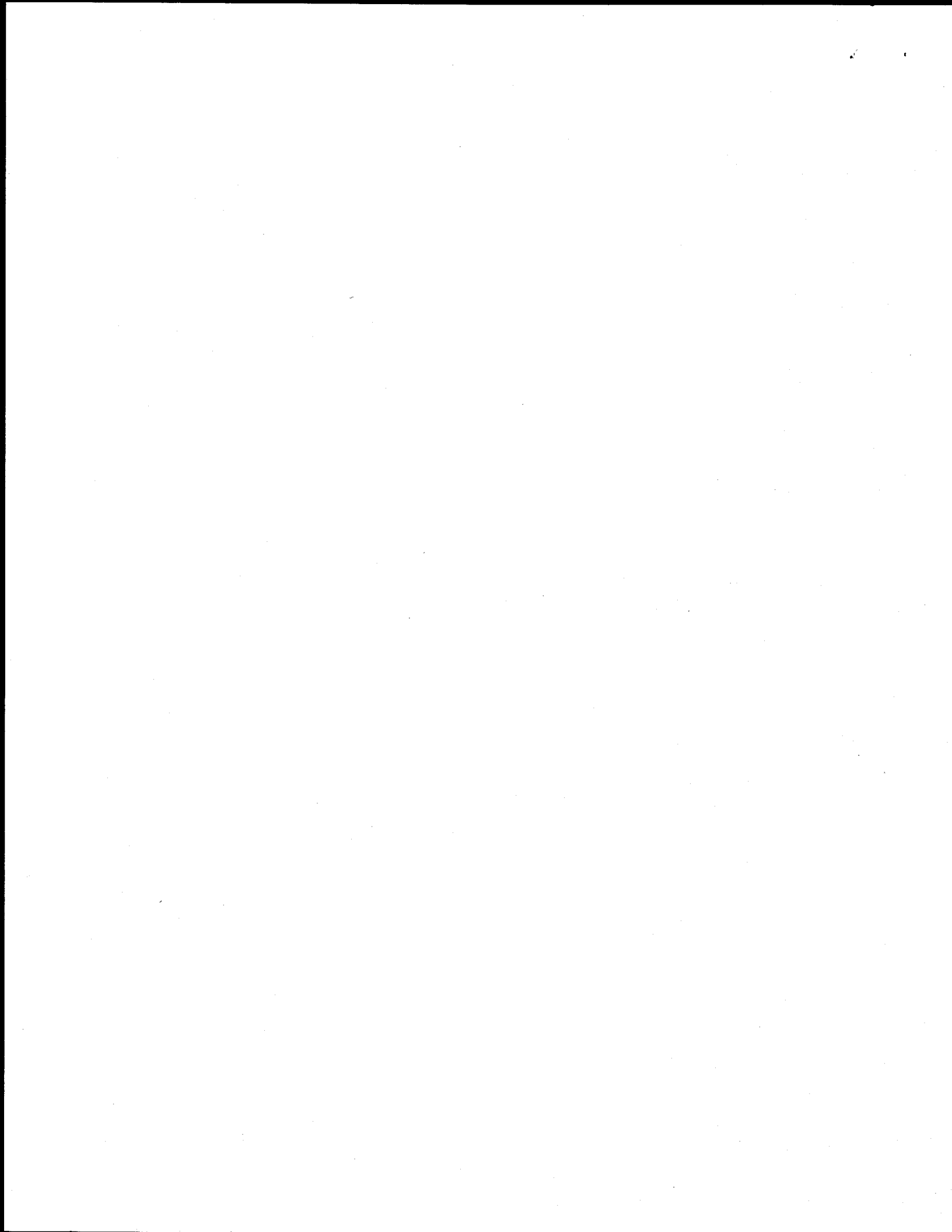
NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

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

From: PE Legals [legals@pe.com]
Sent: Tuesday, April 05, 2011 11:29 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Rubidoux Area II Street

Received for publication on April 7 and 14

Thank You!

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Additional days required for larger ad sizes

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Tuesday, April 05, 2011 11:07 AM
To: PE Legals
Subject: FOR PUBLICATION: Rubidoux Area II Street

Good Morning! Attached is a Notice Inviting Bids, for publication on 2 Thursdays: April 7 and 14, 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.**





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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

April 5, 2011

RIVERSIDE COUNTY RECORD
ATTN: LEGALS
PO BOX 3187
RIVERSIDE, CA 92519

FAX (951) 685-2961
E-MAIL: recordmde@aol.com

RE: NOTICE INVITING BIDS: RUBIDOUX AREA II STREET AND DRAINAGE IMPROVEMENT PROJECT

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**
Thursdays: April 7 and 14, 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



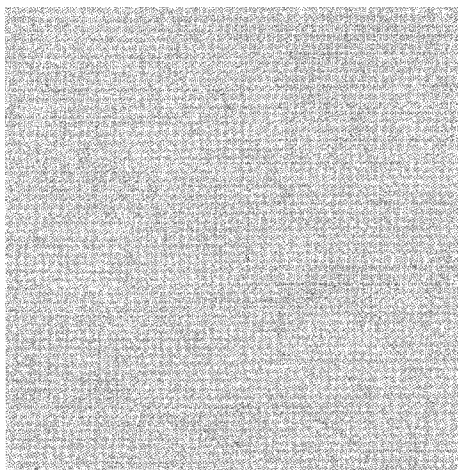
Gil, Cecilia

From: recordmde@aol.com
Sent: Tuesday, April 05, 2011 11:19 AM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Rubidoux Area II Street

Hello,
I have received the notice for publication.
Thanks, Mike

-----Original Message-----

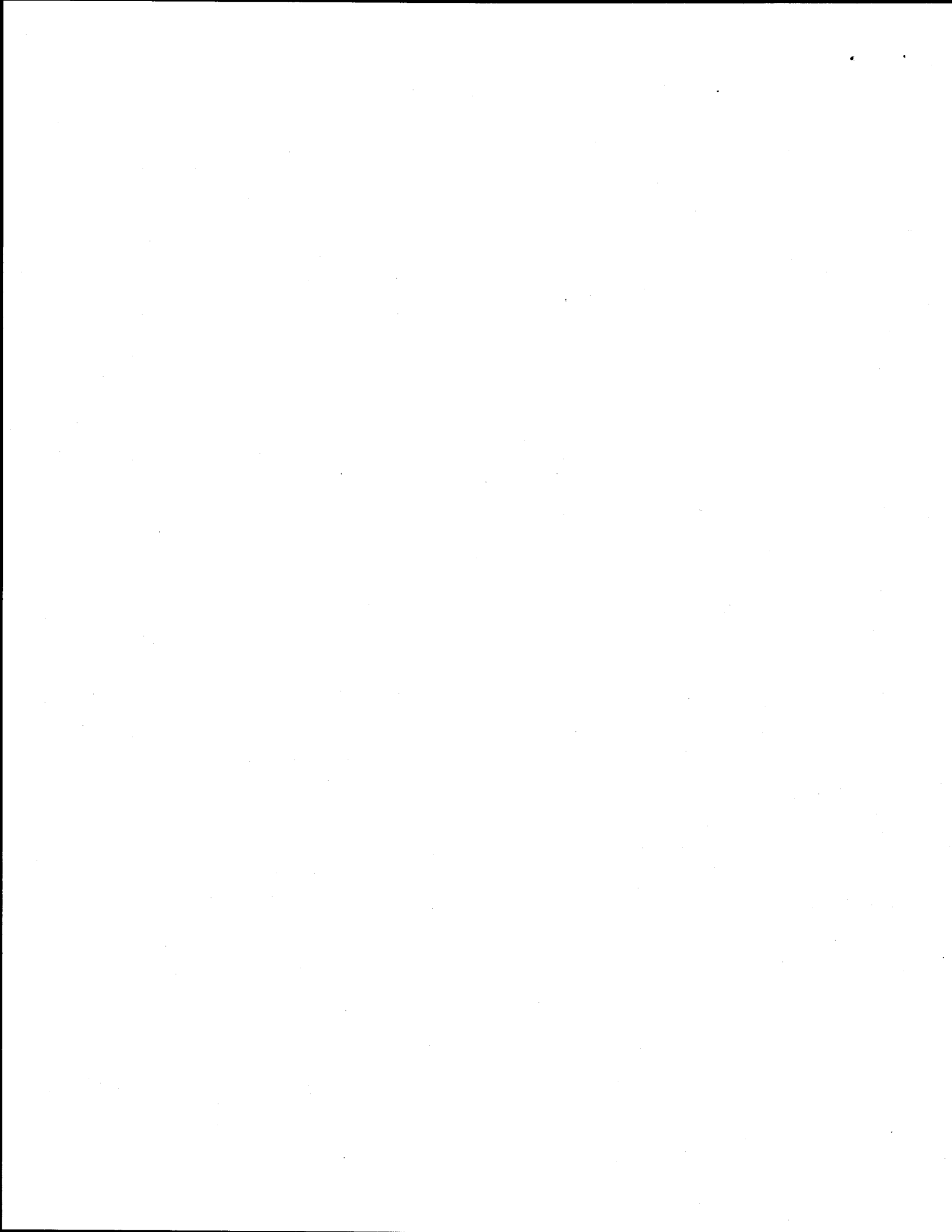
From: Gil, Cecilia <CCGIL@rcbos.org>
To: recordmde <recordmde@aol.com>
Sent: Tue, Apr 5, 2011 7:07 am
Subject: FOR PUBLICATION: Rubidoux Area II Street



Good Morning! Attached is a Notice Inviting Bids, for publication on 2 Thursdays: April 7 and 14, 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

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

Rubidoux Area II Street and Storm Drain Improvement Project

Project Address:

Area bounded by Wallace Street, 34th Street,
Crestmore Road and Mission Boulevard.

Proposals shall be delivered to the Clerk of the Board of Directors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, 1st Floor, Riverside, CA 92501, not later than 2:00 p.m., on Thursday, May 5, 2011 to be promptly opened in public at said address.

Each proposal shall be in accordance with Plans, Specifications and other Contract Documents dated March 2011 and prepared by Pettit, Inc., whose address is 1641 Commerce Street, Corona, CA 92880, (951) 736-8161. The Plans, Specifications, and other Contract Documents can be reviewed at <http://dfs.aandirepro.com> and purchased by calling A&I Reprographics at (800) 233-8435. There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping. Please make checks payable to A&I Reprographics, not the Redevelopment Agency for the County of Riverside.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director 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 employee payments or health and welfare, pension, vacation and similar purposes, 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.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the Owner to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification A – General Engineering Contractor. A mandatory pre-bid job walk inspection will be held on Monday, April 25th, 2011 at 8:30 a.m., meeting on the dirt lot located at 5171 Mission Boulevard, Riverside, CA 92509.

No bids will be accepted from bidders who have not attended the pre-bid job walk.

For Further information, contact Erik Sydow at the Redevelopment Agency for the County of Riverside located at 3403 10th Street, Suite 500, Riverside CA 92501 whose phone number is (951) 955-8274.

Dated: April 5, 2011

KECIA HARPER-IHEM
Clerk of the Board
By: Cecilia Gil, Board Assistant

