

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

322A



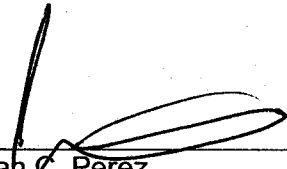
**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
December 8, 2011

**SUBJECT:** FY 2011/2012 Slurry Seal Project at various locations in the 4<sup>th</sup> and 5<sup>th</sup> Districts.

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

1. Approve the plans and specifications for the FY 2011/2012 Slurry Seal Project at various locations.
2. Authorize the Clerk to advertise for bids to be received in the office of the Director of Transportation up to the hour of 2:00 pm, Wednesday, January 11, 2012, at which time bids will be opened.

  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY:  MARSHAL VICTOR  
DATE: 12/07/11

JCP:jjr:rr  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,235,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

**SOURCE OF FUNDS:** ABX8 9 (GAS TAX MAR 2010) (100%)

There are no General Funds used in this project.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Tina Grande


County Executive Office Signature

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

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione and Benoit  
Nays: None  
Absent: Stone and Ashley  
Date: December 20, 2011  
xc: Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.

District: 4,5

Agenda Number:

3.21

The Honorable Board of Supervisors

RE: FY 2011/2012 Slurry Seal Project at various locations in the 4th and 5th Districts.

December 8, 2011

Page 2 of 2

**BACKGROUND:** This is a regular preventative maintenance project performed to extend the pavement life of various roads in Riverside County. In order to obtain a more efficient performance of work, this year the seal project has been divided in two parts, Spring and Fall. The first part, Spring 2012, will include various streets located within the 4<sup>th</sup> and 5<sup>th</sup> Districts which are included in this advertisement package; construction is expected from April thru June.

The second part, Fall 2012, will include other locations and will be submitted to the Board at a later date.

The specific project roads for Spring 2012 are listed in Attachment "1".

The slurry seal treatments consist of an application of emulsified asphalt (a mixture made from oil and fine sand aggregates).

This project includes road cleaning, crack repair, slurry seal treatment and new thermoplastic crosswalks, pavement markings and pavement markers.

All roads will be swept several times, at specified intervals, after the slurry has been applied.

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

Project No.: C2-0009, and C2-0010

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.
				From	To				
CAPE SEAL									
90	5	16	BEAUMONT AVE	BROOKSIDE AVE	CHERRY VALLEY BLVD	2,643	41	12,642	CAPE
90 B	5	16	BEAUMONT AVE	CHERRY VALLEY BLVD	ORCHARD ST	2,654	36	11,147	CAPE
139	5	16	SEMINOLE DR	940' E MILLARD PASS	APACHE TRAIL	1,260	25	3,675	CAPE
139	5	16	SEMINOLE DR	FIELDS RD	940' E MILLARD PASS	5,537	68	43,927	CAPE
183 A	4	18	CHRISTY WAY	LA CANADA WAY	JULIA WAY	263	36	1,105	CAPE
183 A	4	18	CORPORATE WAY	METROPLEX DR	ENGINEER DR	1,630	52	9,889	CAPE
183 A	4	18	DATIL RD	THELMA AVE	VIA PARED	533	36	2,239	CAPE
183 A	4	18	DUNHAM WAY	METROPLEX DR	ENGINEER DR	652	52	3,956	CAPE
183 A	4	18	ENGINEER DR	CORPORATE WAY	MANUFACTURING RD	215	52	1,304	CAPE
183 A	4	18	JULIA WAY	CHRISTY WAY	ROBERT RD	314	36	1,319	CAPE
183 A	4	18	LA CANADA WAY	ROBERT RD	492' W ROBERT RD	492	36	2,066	CAPE
183 A	4	18	LA CANADA WAY	ROBERT RD	700' E ROBERT RD	700	36	2,940	CAPE
183 A	4	18	MANUFACTURING RD	VARNER RD	ENGINEER DR	643	52	3,901	CAPE
183 A	4	18	METROPLEX DR	VARNER RD	CORPORATE WAY	382	60	2,674	CAPE
183 A	4	18	SENA CT	ROBERT RD	381' W ROBERT RD	381	36	1,600	CAPE
183 A	4	18	VIA PARED	DATIL RD	LA CANADA WAY	975	36	4,095	CAPE
183 A	4	18	VIA VENTANA	DATIL RD	LA CANADA WAY	962	36	4,040	CAPE
187 A	4	18	ACAPULCO TRL	BOCA CHICA TRL	GUADALAJARA DR	1,462	33	5,629	CAPE
187 A	4	18	BARCELONA DR	LAURA DR	618' E LAURA DR	618	29	2,091	CAPE
187 A	4	18	BARCELONA DR	BOCA CHICA TRL	LAURA DR	2,158	33	8,308	CAPE
187 A	4	18	BELL RD	607' S ELIZABETH DR	WHITE SANDS DR	435	36	1,827	CAPE
187 A	4	18	BELL RD	ELIZABETH DR	607' S ELIZABETH DR	607	37	2,620	CAPE
187 A	4	18	BOCA CHICA TRL	VARNER RD	SUNDANCE TRL	516	37	2,227	CAPE
187 A	4	18	BOCA CHICA TRL	SUNDANCE TRL	100' E LAURA DR	1,159	30	4,057	CAPE
187 A	4	18	BOCA CHICA TRL	100' E LAURA DR	BELL RD	1,807	37	7,800	CAPE
187 A	4	18	BROADMOOR DR	MONTEREY AVE	DESERT MOON DR	4,131	42	20,242	CAPE
187 A	4	18	CARLSBAD CIR	BARCELONA DR	472' S BARCELONA DR	472	28	1,542	CAPE
187 A	4	18	DEANE CIR	WESTCHESTER DR	310' N WESTCHESTER DR	310	29	1,049	CAPE
187 A	4	18	DESERT MOON DR	BROADMOOR DR	RAMON RD	2,721	38	12,063	CAPE
187 A	4	18	DRIFTING SANDS CIR	WHITE SANDS DR	323' N WHITE SANDS DR	323	28	1,055	CAPE
187 A	4	18	ELIZABETH DR	LES RD	1148' E LES RD	1,148	37	4,956	CAPE
187 A	4	18	GUADALAJARA DR	LAURA DR	CHIRICAHUA DR	1,584	33	6,098	CAPE
187 A	4	18	LAREDO CIR	WESTCHESTER DR	561' N WESTCHESTER DR	561	29	1,898	CAPE
187 A	4	18	LAURA DR	BOCA CHICA TRL	BROADMOOR DR	2,141	33	8,243	CAPE
187 A	4	18	LES RD	BOCA CHICA TRL	618' N BOCA CHICA TRL	618	37	2,668	CAPE
187 A	4	18	LISA CIR	ELIZABETH DR	165' N ELIZABETH DR	165	30	578	CAPE
187 A	4	18	MERION DR	PINE VALLEY DR	DESERT MOON DR	915	31	3,309	CAPE
187 A	4	18	OAKLAND HILLS ST	WESTCHESTER DR	ST ANDREWS DR	929	35	3,794	CAPE
187 A	4	18	OJAI PL	DESERT MOON DR	234' W DESERT MOON DR	234	31	846	CAPE
187 A	4	18	PALM LAKE CIR	WHITE SANDS DR	323' N WHITE SANDS DR	323	28	1,055	CAPE
187 A	4	18	PINE VALLEY DR	SAN MIQUELITO DR	DESERT MOON DR	1,422	35	5,807	CAPE
187 A	4	18	PUEBLA DR	TUBAC TRL	SAN CARLOS DR	867	33	3,338	CAPE
187 A	4	18	RAINIER PL	DESERT MOON DR	156' W DESERT MOON DR	156	31	564	CAPE
187 A	4	18	SAN CARLOS DR	TUBAC TRL	PUEBLA DR	1,051	33	4,046	CAPE
187 A	4	18	SAN LUCAS TRL	WESTCHESTER DR	448' E WESTCHESTER DR	448	29	1,516	CAPE
187 A	4	18	SAN MIQUELITO DR	ST ANDREWS DR	RAMON RD	966	56	6,311	CAPE
187 A	4	18	SAN MIQUELITO DR	DESERT MOON DR	ST ANDREWS DR	2,146	60	15,022	CAPE
187 A	4	18	SAUCON VALLEY ST	COLONIAL DR	PINE VALLEY DR	581	31	2,101	CAPE
187 A	4	18	SHADY PALMS CIR	WHITE SANDS DR	322' N WHITE SANDS DR	322	28	1,052	CAPE
187 A	4	18	SUN DANCE TRL	BOCA CHICA TRL	WESTCHESTER DR	520	29	1,759	CAPE
187 A	4	18	TUBAC TRL	WESTCHESTER DR	PUEBLA DR	751	33	2,891	CAPE
187 A	4	18	WALTON CIR	ELIZABETH DR	254' N ELIZABETH DR	254	29	859	CAPE
187 A	4	18	WESTCHESTER DR	DEANE CIR	BROADMOOR DR	587	33	2,260	CAPE
187 A	4	18	WESTCHESTER DR	BARCELONA DR	DEANE CIR	2,312	33	8,901	CAPE
187 A	4	18	WHITE SANDS DR	BOCA CHICA TRL	BELL RD	1,713	36	7,195	CAPE
187 A	4	18	WYCONDA ST	SAUCON VALLEY ST	PINE VALLEY DR	680	31	2,459	CAPE
207 B	4	19	BOWDEN DR	CAMBRIDGE AVE	HOPEWELL AVE	1,328	35	5,423	CAPE
207 B	4	19	EASTHAVEN RD	WASHINGTON ST	SPARKEY WAY	335	36	1,407	CAPE
207 B	4	19	SPALDING DR	CAMBRIDGE AVE	HOPEWELL AVE	1,276	35	5,210	CAPE
207 B	4	19	SPARKEY WAY	41ST AVE	EASTHAVEN RD	1,973	36	8,287	CAPE
CAPE SEAL TOTAL						65,261	LF	302,883	SY

ATTACHMENT "1", Page 1 of 2

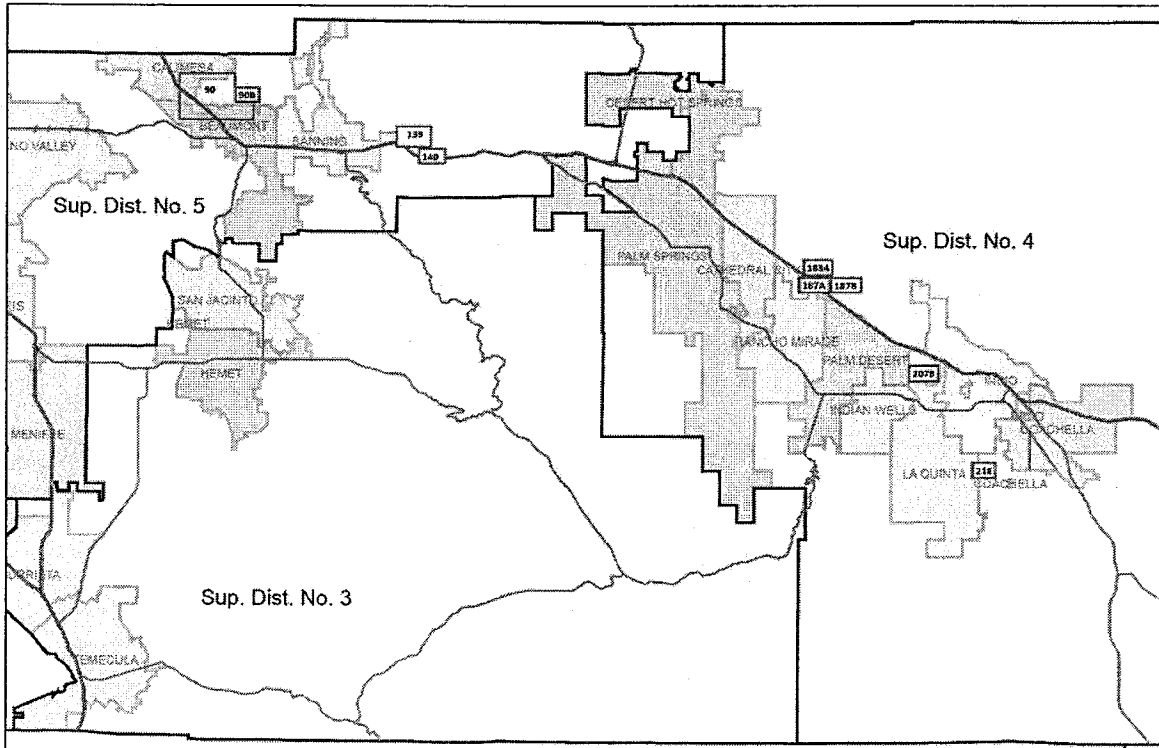
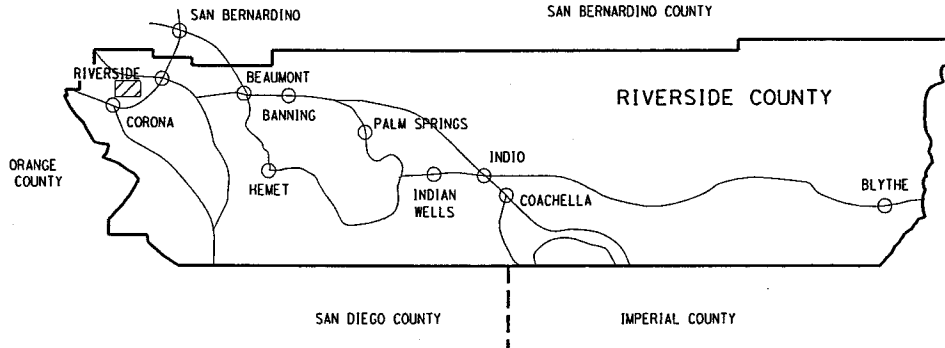


# COUNTY OF RIVERSIDE

## SLURRY SEAL PROJECT

DISTRICT 4 & DISTRICT 5

FOR FISCAL YEAR 2011/2012



**XXX** ROAD BOOK PAGE NUMBER

VICINITY MAP

SCALE NONE

EXHIBIT "A"

### SLURRY SEAL PROJECT

DISTRICT 4 & DISTRICT 5

FOR FISCAL YEAR 2011/2012

# **SPECIFICATIONS and CONTRACT DOCUMENTS**

**for the**

## **CONSTRUCTION**

**of**

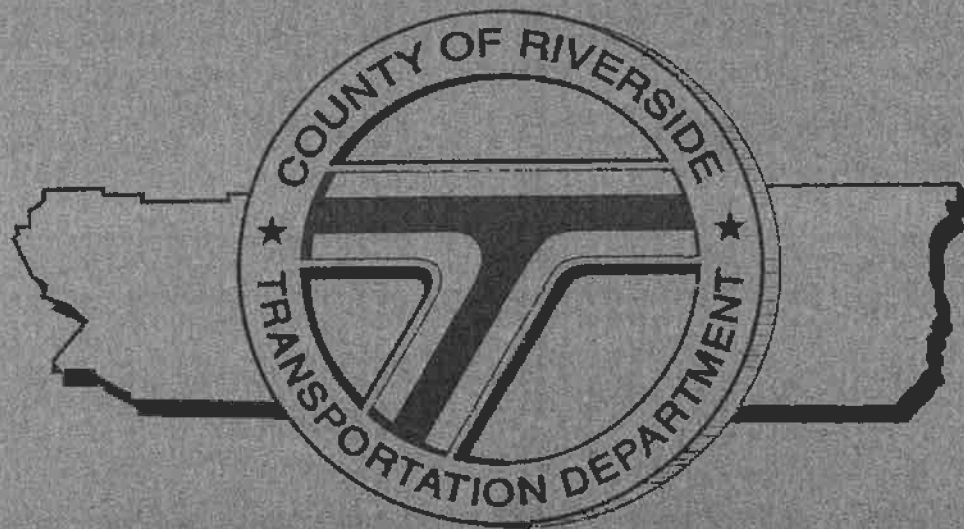
**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 4**

**PROJECT No. C2-0009**

**DISTRICT 5**

**PROJECT No. C2-0010**



## **TRANSPORTATION DEPARTMENT**

FORM APPROVED COUNTY COUNSEL

DEC 20 2011 3.21 pgs

BY MARSHAL VICTOR

DATE 12/07/11

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 4  
PROJECT No. C2-0009**

**DISTRICT 5  
PROJECT No. C2-0010**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 4**

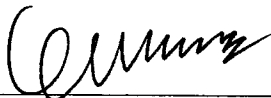
PROJECT No. **C2-0009**

**DISTRICT 5**

PROJECT No. **C2-0010**

**Contract Approvals:**

Approved by:



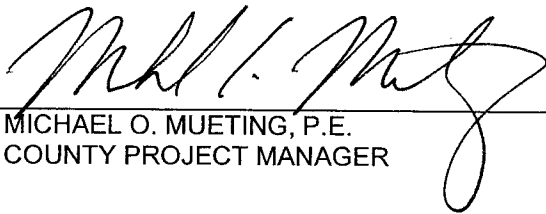
Khalid Nasim,  
Engineering Division Manager

11/23/2011

Date

**Engineering Certification:**

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



MICHAEL O. MUETING, P.E.  
COUNTY PROJECT MANAGER

11-22-11

DATE





**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 4**

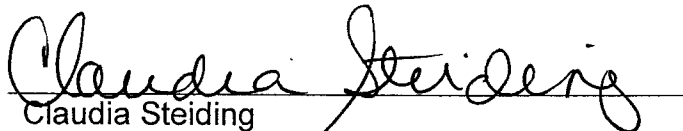
PROJECT No. **C2-0009**

**DISTRICT 5**

PROJECT No. **C2-0010**

**Water Pollution Control Special Provision:**

Reviewed and Recommended by:



Claudia Steiding  
Senior Transportation Planner  
NPDES Coordinator  
Riverside County Transportation Department

11/22/11  
Date

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**NOTICE INVITING BIDS**

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

**COUNTY OF RIVERSIDE  
SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 4  
PROJECT NO. C2-0009**

**DISTRICT 5  
PROJECT NO. C2-0010**

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, January 11, 2011, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated November 2011, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$35 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

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

Dated: December 20, 2011

Kecia Harper-Ihem, Clerk of the Board

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

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are not subject to this bidding requirement:

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

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

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

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

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

- a. A bidder whose proposal is accepted shall execute the formal construction agreement with the County of Riverside, similar to the form attached hereto as a sample, and shall return said agreement, together with approved performance and payment bonds and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) working days from the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the Transportation Department. All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the revised documents shall be resubmitted within two (2) working days of Contractor's receipt of review comments.
- b. The contract bonds and insurance documentation shall be submitted in accordance with the contract requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department, and prior to the performance of any work under the contract.



- c. If a Bidder to whom a Notice of Acceptance of Proposal and Intent to Award has been issued, fails or refuses to sign a construction agreement, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County of Riverside may, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Contractor shall become the property of the County of Riverside as prescribed in the bid documents and as allowed by law.
  - d. If it is in the best interest of the County of Riverside, the County reserves the right to award the contract prior to execution by the Contractor. Thereafter, County shall mail or deliver to the lowest responsible bidder the agreement for Contractor's execution and return.
- 13. **Return of Guarantee.** Bid bonds will not be returned unless specifically requested by the bidder. Any submitted negotiable securities of unsuccessful bidders will be returned by mail within 30 days of the award of a contract to the successful bidder. Any submitted negotiable security of the successful bidder will be returned by mail within 30 days of receipt by the County of executed contract, certificate of insurance, performance bond and payment Bond.
- 14. **Subletting and Subcontracting.** Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the County's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.
- 15. **Qualifications of Bidders.** No award will be made to any bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract. The bidder may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of bid.
- 16. **Contract Participation.** Riverside County's M/W/DVBE Contract Participation Program affirms the utilization and participation of qualified minority, women and disabled veteran firms in its contracting and procurement activities. The County

encourages general and prime Contractors to afford competitive subcontracting opportunities to minority, women and disabled veteran firms where possible, in their contracting and procurement activities with the County of Riverside.

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

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

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

19. **Alternate Bid Schedules.** If the Proposal includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following shall apply: The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

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

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

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

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

## CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

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

hereafter called "County":

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

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of **SLURRY SEAL PROJECT FOR FISCAL YEAR 2011/2012, DISTRICT 4, PROJECT No. C2-0009; DISTRICT 5, PROJECT No. C2-0010** hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. \_\_\_\_\_ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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

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

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 4  
PROJECT No. C2-0009**

**DISTRICT 5  
PROJECT No. C2-001009**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1		
2	375023	SCREENINGS	SQYD	303,000		
3	377501	SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]	TON	1,800		
4	377501	SLURRY SEAL (TYPE 1)	TON	1,020		
5	377502	SLURRY SEAL (TYPE 2)	TON	530		
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1		
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	6,200		
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	35,000		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240		

PROJECT TOTAL \_\_\_\_\_ \$ \_\_\_\_\_

ITEMS 1-9 "WORDS"

**BIDDER DATA:**

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

"Contractor"

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

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

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

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

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

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

Note: Notarization of signature required



AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

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

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

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

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

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

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

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

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

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

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

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

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

Note: Notarization of signature required

**BID BOND**

**Recitals:**

1. \_\_\_\_\_ "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for SLURRY SEAL PROJECT FOR FISCAL YEAR 2011/2012, DISTRICT 4, PROJECT No. C2-0009; DISTRICT 5, PROJECT No. C2-0010 in accordance with a Notice Inviting Bids of County dated \_\_\_\_\_.
2. \_\_\_\_\_ a \_\_\_\_\_ corporation, hereafter called "Surety", is the surety of this Bond.

**Agreement:**

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

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

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

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

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

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

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

**Note: All signatures must be notarized**

**AGREEMENT**

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

W I T N E S S E T H

RECITALS:

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

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

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

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

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

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

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

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

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

COUNTY OF RIVERSIDE

CONTRACTOR

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

BY \_\_\_\_\_

Dated \_\_\_\_\_

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

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

\_\_\_\_\_

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

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

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

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

Federal Employer Identification Number:

\_\_\_\_\_

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

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

**PERFORMANCE BOND**

**Recitals:**

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

**Agreement:**

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

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

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

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

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

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

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

(Corporate Seal)

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

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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



## GENERAL CONDITIONS

### SS 1. DEFINITIONS:

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

### SS 2. STANDARD SPECIFICATIONS:

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

The following subsections of the Standard Specifications are deleted:

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

Section 3 of the Standard Specifications is deleted.

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

Subsection 5-1.04, add to the second paragraph at its end the following sentence: "The General Conditions govern over

all of the Contract Documents except the Special Provisions, the Agreement and Bonds."

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

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

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

Subsection 8-1.06, strike the last paragraph.

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

SS 3. DIRECTOR OF TRANSPORTATION:

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

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

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

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

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

ability to complete the work within the stipulated time period, or (2) proceeding will in his judgment necessitate unusual tests and procedures to ascertain whether said portion of the work is in accordance with the Contract Documents. Contractor shall comply with such orders at its expense.

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

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

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

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

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

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

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

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

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

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

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

At his expense Contractor shall:

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

Transportation, cut or otherwise alter existing improvements.

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

SS 6. CHANGE ORDERS - DETAIL DRAWINGS AND INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

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

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

SS 8. FINAL INSPECTION - NOTICE OF COMPLETION:

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

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

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

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

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

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

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

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

SS 10. PAYMENT AND MONTHLY ESTIMATES:

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

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



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

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

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

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

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

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

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

SS 12. FINAL PAYMENT:

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

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

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

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

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

SS 13. DAMAGES:

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

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

SS 14. DOCUMENTS OF CONTRACTOR:

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

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

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

SS 16. LABOR CODE:

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

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

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

SS 17. OBSTRUCTIONS:

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

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

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

SS 18. INSURANCE - HOLD HARMLESS:

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

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

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

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

I. Workers Compensation Insurance:

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

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

II. Comprehensive General Liability Insurance:

Contractor shall take out and maintain during the course of the work General Liability Insurance covering bodily injury and property damage insurance and blanket contractual coverage as to the work and obligations covered hereunder. The amount of the insurance shall be in an amount **not less than \$2,000,000**. The policy may be a combined single limit or split limits, but the amount must be no less than \$2,000,000 per occurrence. The insurance carrier must have a current rating of "A" or better by the A.M. Best Company, a financial size of at least "VIII", and be an admitted carrier in the State of California. Any exceptions must be approved in advance by the County of Riverside Risk Management. Said insurance must contain an endorsement the County of Riverside is named as an additional insured as respects the work covered hereunder and **said insurance must not**

contain, as respects the work covered hereunder, any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property - i.e. the so-called "x c u" exclusions. The insurance certificate evidencing such insurance must affirmatively state that the insurance carrier (s) will give Owner 30 days written notice prior to cancellation of the insurance or a reduction in coverage, and that "County of Riverside - its Director's Officers, Special Districts, Board of Supervisors, employees, agents and representatives" are named as Additional Insureds.

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

### III. Auto Liability:

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

### IV. Hold Harmless:

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

SS 19. EQUAL EMPLOYMENT OPPORTUNITY:

General:

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

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

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

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

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

Transactions of \$10,000 or Under:

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

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

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

Transactions of \$50,000 or More:

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

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

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

Federal Assisted Construction:

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

SS 20. DEPOSIT OF SECURITIES:

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



SS 21. ASSIGNMENT OF CLAIMS:

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

SS 22. CLAIMS RESOLUTION:

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

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

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

claimant to produce the additional information, whichever is greater.

(b) Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.

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

SS 23. DUST ABATEMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## AQMD RECOMMENDATIONS

November, 2001

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

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

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

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

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

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

1. The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.
  - (a) For 4' x 4' signs, the District recommends the following:
    - I. 3/4" A/C laminated plywood board
    - II. Two 4" x 4" posts
    - III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
    - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.
  - (b) For 4' x 8' signs, the District recommends the following:
    - I. 1" A/C laminated plywood board
    - II. Two 5" x 6" posts
    - III. The posts should be attached to the 4' edges of the plywood board with at least 2 carriage bolts on each post.
    - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

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

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

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

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

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

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

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

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

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

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

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



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

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

Section 1

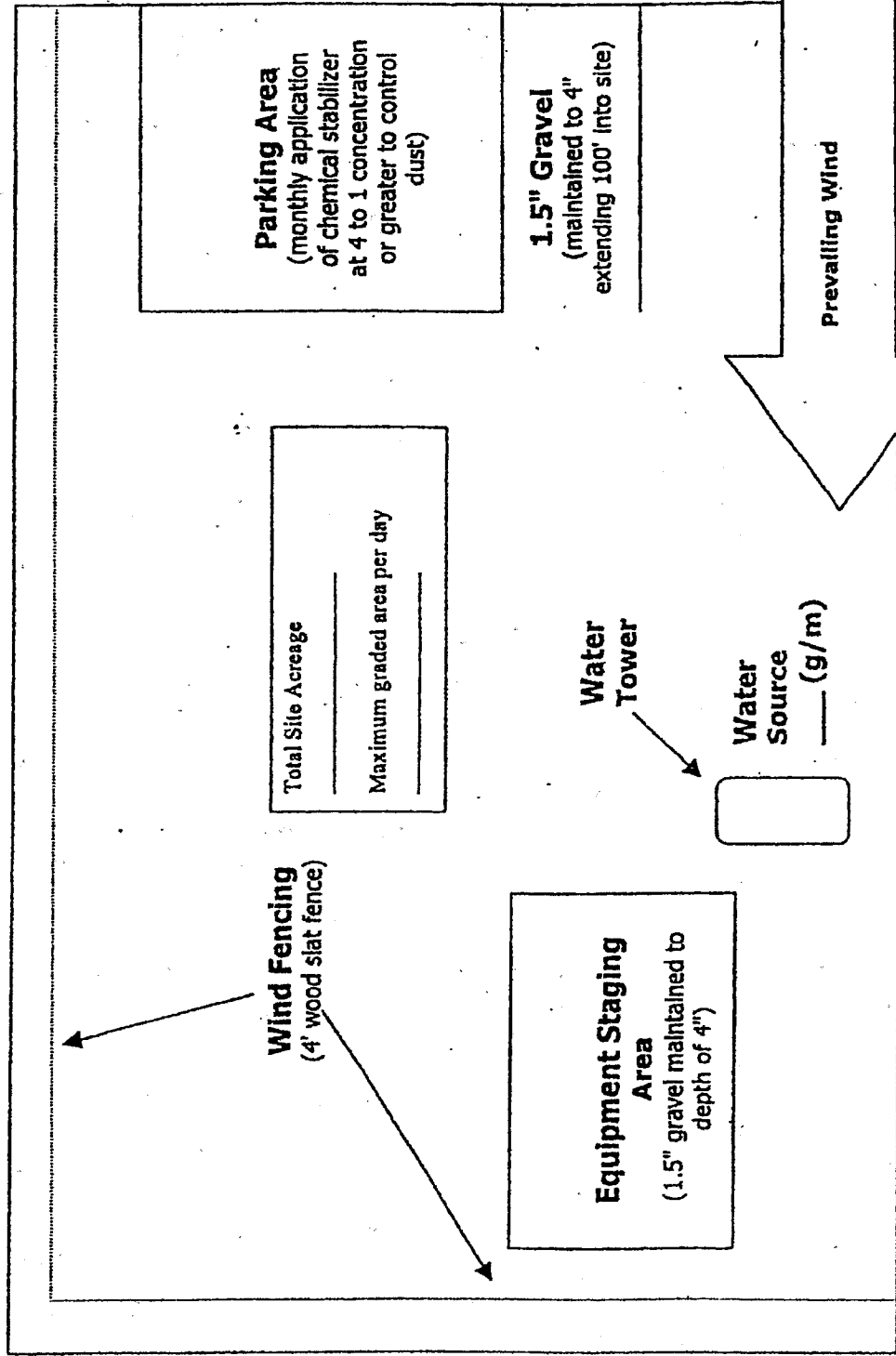
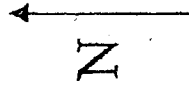
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence \_\_\_\_\_

Business \_\_\_\_\_



Existing Residential

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

## Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

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

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

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

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

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

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

Remember...

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

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

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

## Plan Review Checklist Finish Grading Phase

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

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

## Plan Review Checklist Construction Phase

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

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

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

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

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

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

Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## RULE 403 IMPLEMENTATION HANDBOOK

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### REASONABLY AVAILABLE CONTROL MEASURES

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

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

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

**REASONABLY AVAILABLE CONTROL MEASURES**

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

Source: (1) Land Clearing/Earth-Moving

**CONTROL MEASURES**

**DESCRIPTION**

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

**HIGH WIND MEASURE**

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



Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

## CONTROL MEASURES

### DESCRIPTION

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

## HIGH WIND MEASURE

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

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

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

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURES

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

## **BEST AVAILABLE CONTROL MEASURES**

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

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

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

# RULE 403 IMPLEMENTATION HANDBOOK

## BEST AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

### CONTROL MEASURES

### DESCRIPTION

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

### HIGH WIND MEASURE

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

## RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

### CONTROL MEASURES

### DESCRIPTION

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

### HIGH WIND MEASURE

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

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

## CONTROL MEASURES

### DESCRIPTION

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

## HIGH WIND MEASURE

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



**RULE 403 IMPLEMENTATION HANDBOOK**

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Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).

## RULE 403 IMPLEMENTATION HANDBOOK

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

### CONTROL MEASURES

#### DESCRIPTION

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

### HIGH WIND MEASURES

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

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

**TABLE 1**  
**BEST [REASONABLY]\* AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS**

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

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

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

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

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

TABLE 2 (Continued)

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

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

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TABLE 2 (Continued)

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

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

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

**CONTROL OPTIONS**

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

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# **RIVERSIDE COUNTY SLURRY SEAL PROJECT**

**FOR FISCAL YEAR 2011/2012**

**DISTRICT 4  
PROJECT No. C2-0009**

**DISTRICT 5  
PROJECT No. C2-0010**

## **SPECIAL PROVISIONS**

### **DESCRIPTION:**

In general, this project proposes to provide slurry seal treatment to existing pavement surfaces on various roads located in Riverside County. Slurry seal treatments consist of an application of asphaltic emulsion which is covered by a sand/emulsion mixture. This treatment is provided as preventive maintenance to extend the life of the pavement and to postpone the need for more costly pavement rehabilitation. The work involves cleaning and sealing cracks, application of: 1) Type I slurry, 2) Type II slurry, or 3) Cape Seal over existing asphalt concrete surfaces. The work also involves removing and replacing thermoplastic crosswalk and pavement markings/paint traffic stripes and other work as may be required.

### **SPECIFICATIONS:**

This project shall conform to the requirements of the Greenbook-2009 edition and May 2006 edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation.

### **PROJECT SCHEDULE:**

The work shall be performed **April thru June** or as directed by the County of Riverside Transportation Department.

All work shall be performed with due diligence after issuance of the official "Notice to Proceed" letter from the County to the Contractor. This work will be performed in accordance with a schedule to be developed between the County and the Contractor, and as weather permits. No changes are made to the working days allowed.

The prices paid per Ton for slurry seal and per square yard for Screenings shall include all costs for mobilization and coordination and no adjustments will be made to submitted bid prices.



**HOURS OF WORK:**

Attention is directed to Section "Instruction To Bidders" item 17 "Hours of Work" page A5 of these Specifications.

All application of slurry seal shall be performed between the hours of **8:00 A.M. and 2:00 P.M.**, Monday through Friday, except legal holidays, or as approved by the Engineer. All roads shall be sufficiently cured to permit the road to be open by 5:00 p.m. Exceptions and specific work schedules shall be submitted to the Engineer for consideration.

**LIQUIDATED DAMAGES:**

The Contractor shall diligently prosecute the work to completion before the expiration of **50** working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of **\$2,000.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Unless otherwise provided in these Special Provisions or directed by the Engineer, the screenings for the cape seal surfaces shall be maintained, including the traffic control required for maintenance operations, for a period of **3** minimum to **7** maximum consecutive calendar days (including Saturdays, Sundays and recognized County Holidays) or as directed by the Engineer beginning on the day screenings are applied to the asphaltic emulsion. Additional liquidated damages of **\$500.00** per street shall be paid to the County of Riverside for each calendar day in excess of the **7** maximum consecutive calendar days set forth above.

**AUTHORITY OF ENGINEER:**

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

**SOURCE OF SUPPLY AND QUALITY OF MATERIALS:**

The Contractor shall furnish all materials required to complete the work. Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new. The materials shall be manufactured, handled, and used in a workmanlike manner to insure completed work in accordance with the specifications.

Materials to be used in the work will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge such samples as may be required. The Contractor shall furnish the Engineer a list of his sources of materials and the locations at which such materials will be available for inspection. The list shall be submitted to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from such listed sources in advance of their use. The Contractor shall assure that the Engineer has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed shall not relieve the Contractor or his suppliers of responsibility for quality control.

### **CERTIFICATES OF COMPLIANCE:**

A Certificate of Compliance shall be furnished prior to the use of any materials. The certificate shall be signed by the manufacturer of the material and shall state that the materials involved comply in all respects with the requirements of the specifications.

A Certificate of Compliance shall be furnished with each lot of material delivered to the work.

The County reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

### **TESTING:**

Unless otherwise specified, all tests shall be performed in accordance with the methods referenced in the appropriate section of these Special Provisions.

Whenever a reference is made in the specifications to a test by number, it shall mean the test in effect on the day the contract was awarded.

The Engineer may, at his discretion, select random samples for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at his expense. The number of such samples and test specimens shall be entirely at the discretion of the Engineer.

When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer.

The Contractor will furnish a one quart sample of asphaltic emulsion drawn from each tank load of material to be used on the project. Samples will be obtained in accordance with ASTM Method D140 or such other methods as are approved by the Engineer.

## **ITEMS OF WORK:**

### **WATER POLLUTION CONTROL:**

Throughout the term of this contract, the total land disturbance area of the project site shall be less than 1 acre.

- If work occurs within the Santa Ana Region: The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS618033.
- If work occurs within the San Diego Region: The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS0108766.
- If work occurs within the Colorado River Region: The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS617002.

Hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Santa Ana Region, San Diego Region, and Colorado River Region, these permits regulate both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permits may be obtained at the office of the County of Riverside Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at:

<http://www.waterboards.ca.gov/santaana/> for Santa Ana Region Municipal Permit

<http://www.waterboards.ca.gov/sandiego/> for San Diego Region Municipal Permit

<http://www.waterboards.ca.gov/coloradoriver/> for Colorado River Region Municipal Permit

The Contractor shall comply with the requirements of the Municipal Permit, and all applicable federal, state and local laws, ordinances, statutes, rules, and regulations

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

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

### **WATER POLLUTION CONTROL MEASURES**

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining

compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.

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

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

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

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

- D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):
1. Erosion Control (water and wind)
  2. Sediment Control
  3. Tracking Control
  4. Materials & Waste Management
  5. Non-Stormwater Discharge Management

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

**General Requirements:**

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

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

Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the WPCP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's WPCP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised WPCP that is reviewed and approved by the Engineer.

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

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

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

**Method of Payment:**

Payment for Water Pollution Control shall be considered as included in prices paid for the various contract items of work involved and shall include full compensation for the work performed, including obtaining Permit coverage, developing, preparing, revising, obtaining approval of, and amending the WPCP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the Caltrans Handbooks, De Minimus Permit, Municipal Permit and these Special Provisions, and as directed by the Engineer.

**Street Sweeping.**

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

**GENERAL**

**Summary**

This work includes street sweeping.

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

**Submittals**

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

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

**Quality Control and Assurance**

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

- A. Tracking Inspection Log
- B. Sweeping times and locations.
- C. Quantity of sweeping waste disposal.
- or
- D. Sweeping by hand is acceptable in lieu of A, B, and C above.

## **CONSTRUCTION**

### **Street Sweepers**

Sweepers must use one of these technologies:

- A. Mechanical sweeper followed by a vacuum-assisted sweeper.
- B. Vacuum-assisted dry (waterless) sweeper.
- C. Regenerative-air sweeper.

### **Operation**

Street sweeping shall be conducted at:

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

Street sweeping shall be conducted, and sweeper(s) shall be available to operate at all times, for the following:

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

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

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

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

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

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

**Method of Payment:**

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

**TRAFFIC CONTROL SYSTEM:**

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with the Special Provisions, Traffic Control Plans, the current "Manual on Uniform Traffic Control Devices," and Subsection 7-10, of the current "Standard Specifications for Public Works Construction," including all its subsequent amendments. Nothing in the Special Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

1. Special Provisions
2. Traffic Control Plans
3. Manual on Uniform Traffic Control Devices (MUTCD)
4. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

- a. All major streets shall remain open to through traffic at all times.  
The Contractor shall provide a smooth travel way and either a flagger and/or traffic control signage to direct the traveling public around the work zone during temporary street closures when slurry applications are occurring on the Project.  
Local streets shall be closed to traffic only as long as it takes for material application and drying time.
- b. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall indicate the traffic control requirements for the different types of work to be performed and be signed and stamped by a California Registered Traffic Engineer and transmitted to the County for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions, the Manual on Uniform Traffic Control Devices, and the Standard Specifications.



- c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.
- d. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.
- e. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.
- f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.  
The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.
- g. Type III barricades, no less than 1.83 m (6') in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only, and limited to the hours between 7:00 a.m. and 2:00 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 914 mm (3') except that one (1) 3.3 m (11') wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign, one (1) Type C3A, "Road Closed to Thru Traffic," sign, and a Type P warning sign.
- h. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven-foot (11') wide lanes on streets having an effective roadway width of 44' or more with restricted parking. Other streets of lesser widths may be reduced to one (1) twelve foot (12') wide lane with work activity being limited to one side at a time and one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any County street before 7:00 a.m. or after 5:00 p.m., or on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.

**Arrow boards shall be required for all lane closures on arterial and collector streets.**

- i. Properly trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.
- j. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:00 a.m. and 2:00 p.m. while essential work activity is taking place, providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the County's Engineer.

- k. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety devices and equipment being used, that is displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.
- l. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.

- m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.
- n. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.
- o. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance typically the closest cross street or the cross street at the beginning of cul-de-sacs. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.
- p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING", "NO DRIVING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.
- q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the County reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor's or permittee's expense, and shall deduct the cost therefore from the Contractor's progress or final payments. Such corrective action taken by the County shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the County or the County's agents.

- r. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the County, be grounds for termination of the Contract, or shut down or partial shut down of the work, without compensation to the Contractor or permittee, or liability to the County, all as prescribed by contractual obligation or State law, whichever is applicable.

Traffic control systems shall include but not be limited to, furnishing all labor (including flagging costs), materials (including construction area signs), tools, equipment, traffic control Plans and revisions, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control including lights, channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for compliance with the provisions specified and referenced herein above shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**NOTIFICATION OF RESIDENTS AND POSTING NO PARKING SIGNS:**

At least five working days prior to commencing work, the Contractor shall submit his schedule to the County for approval. The Contractor shall give verbal notification, printed notifications (in English and Spanish languages) and copies of the weekly schedules to all firms, institutions, agencies, residents, utility companies which will be affected by the sealing applications at least fourteen (14) calendar days in advance of and on each occasion of said sealing application. Said firms, institutions, agencies and utility companies include, but are not limited to the following: schools, day care centers, postal service, hospitals, governmental services, Police Department, Fire Department, ambulance services, Transit Authority (Bus service), trash collection firms and County/Private street sweeping operations. Additional printed notifications (in English and Spanish languages) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking or driving.

Coordination with the trash collection firms shall be done such that no street shall be slurred within two (2) days prior to trash collection. Damage occurring to slurry seal from trash trucks shall be repaired at the expense of the Contractor and per the direction of the Engineer. The Contractor is solely responsible for coordination with trash collection firms in scheduling all work and the bid submitted is acknowledgement that any and all scheduling issues have been considered herein, with no disruption of trash collection schedules.

The Contractor shall coordinate his work with all schools located within the slurry area and meet with said schools prior to the start of any work. All work adjacent to schools shall be completed on weekends or on the off schedule of the school that is impacted by the slurry program. Any additional costs associated with weekend work shall be included in the contract price and no additional compensation will be allowed.

Barricades shall have printed notices in large print indicating when the street will be slurred.

The printed handout notices shall contain a general description of the work to be done, the name of the street to be sealed with limits, the day and date of the sealing application, a statement that no on-street parking or driving on the new slurry surface will be allowed between the hours of 7:00 am and 5:00 pm on the day of work, reference to placement of barricades along the street two (2) days in advance of work, a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D; a statement that in the event the street is missed, it will be rescheduled in approximately 1-2 weeks and that the residents will be renotified; the statement that **there will be no disruption of mail service or trash collection schedules**, and the handout shall also include the name and telephone number of the Contractor.

In addition to the foregoing, the notices to residents shall contain a statement that the street to be sealed will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicle on the day of the sealing work, they should consider parking their vehicles on a nearby street which is not scheduled for sealing application.

**If, in the event a street scheduled for sealing was missed**, the Contractor shall immediately remove all "NO PARKING", "NO DRIVING" signs and notify all residents and others previously notified, in person and with printed notices, that due to unforeseen circumstances, the Contractor was not able to seal the street as previously notified, that the street will be rescheduled in approximately 1 to 2 weeks, and that they will be renotified. The Contractor shall, on the job site prior to the start of each day's work, have an adequate supply of approved letters of notification to residents for missed streets.

The Contractor shall also post pre-approved printed "NO PARKING-TOW WAY" signs on 1" X 2" wood stakes and barricades at one hundred foot (100') maximum spacing along both sides of the street to be sealed and "NO PARKING" signs at the street corners and at two hundred foot (200') maximum spacing along both sides of the street to be sealed, 48 hours prior to the start of the sealing work. The Contractor shall maintain said signs through the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 5:00 p.m. on said day of work or as otherwise directed by the Engineer or called for in the preceding paragraph.

The Contractor shall document the day, date and time that the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours.

Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

The "NO PARKING" signs shall contain the day, date and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

All printed notices and no parking signs shall be submitted to the Engineer at least 12 calendar days before the first day of work.

Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefore.

### **COOPERATION AND COLLATERAL WORK:**

Cooperation shall be in accordance with Subsection 5-6, "Cooperation," and Subsection 7-7 "Cooperation and Collateral Work," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous collateral, and essential work by others and coordinating with the work by others. The County, other contractors and utilities shall have the right to operate within or adjacent to the work site during the performance of such work.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces so that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

Each contractor shall be responsible to the other for all damages to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

The Contractor shall include in the bid all costs involved as a result of coordinating the work with others. The Contractor will not be entitled to additional compensation from the County for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the work.

Should the Contractor be delayed by the County, and such delay could not have been reasonable foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the project, and any extension of time. Should any agency or utility company's work result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract, and shall not be entitled to damages due to downtime and idled equipment or additional payments over and above the agreed upon unit price.

Compensation for compliance with all collateral work shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefore.

**ROUT AND SEAL RANDOM CRACKS/CRACK SEALING:**

All cracks will be filled with a rubberized asphalt material that has a minimum softening point temperature of 200<sup>0</sup> Fahrenheit and a safe heating temperature of 380<sup>0</sup> Fahrenheit, or as otherwise directed by the Engineer.

For cracks in size of 1/8 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 hot compressed air to remove all dust and free moisture, and then sealed to service level.

Cracks wider than 1/2 inch width shall be cleaned for the entire crack depth using sandblasting, brushing and hot 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. No more than a 2" wide and 1/16" thick strip of material may be applied to the pavement surface.

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

No slurry seal material may be placed until after the crack seal material has been in place for a minimum of five (5) calendar days.

**Method of Payment:**

The contract unit bid price paid per lump sum for Rout and Seal Random Cracks 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 therefor.

### **REMOVE CROSSWALK LINES AND PAVEMENT MARKINGS:**

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

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

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.

**Crosswalk lines and pavement markings shall be restored by the Contractor no earlier than five-calendar days and no later than ten-calendar days after the slurry application.**

The lump sum contract price paid for Remove Thermoplastic Crosswalk and Pavement Marking shall include full compensation, for furnishing all labor, materials, tools, equipment, and for doing all work involved, and no additional compensation will be allowed therefore.

### **PREPARING EXISTING ROADBED FOR SLURRY SEAL:**

#### **Preparation of Pavement Surface:**

The surfaces shall be thoroughly cleaned, have herbicide applied and all weeds removed, and have the cracks sealed as defined in the Special Provisions.

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

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

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

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.



**TEST STRIPS:**

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

**Method of Payment:**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals required by the placing of Type I and Type II slurry test strips shall be considered as included in the price paid per ton for Slurry Seal Type I and Slurry Seal Type II and no additional compensation will be allowed therefor.

**SLURRY SEAL (Type I and Type II):**

Slurry seal shall be performed in accordance with Subsections 203-5 and 302-4, "Emulsion-Aggregate Slurry," of the Standard Specifications for Public Works Construction (Green Book) 2009 ed. and noted herein as the Standard Specifications, and the following Provisions. The type of slurry aggregate used shall be the type designated in the Bid.

Modify the following - Subsection 203-5.2, "Materials" of the Standard Specifications;

- (2) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust the curing time such that the applied slurry can support vehicular traffic within 60 minutes.
- (5) Use of slag shall not be permitted.
- (6) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the County.

Modify the first paragraph of Subsection 203-5.4, "Mix Design," of the Standard Specifications to include the following:

The Contractor shall submit a Mix Design for approval within fourteen (14) working days after the Board of Supervisors Approval/Award. The Contractor will receive a "Notice to Proceed with Construction" only after the Mix Design is approved. The Contractor shall provide materials for verification of the Mix Design. Periodically throughout the project, at

the direction of the Engineer, the County will perform further testing as necessary to provide assurance of the Mix Design.

If the Contractor changes sources of material, i.e. aggregate and/or oil, a new Mix Design shall be resubmitted. The cost of all Mix Design retest and testing as a result of changes to the Mix Design shall be borne by the Contractor, and the amount due to the County for said retesting will be deducted from the Contractor's Progress Payments.

Modify the second paragraph of Subsection 203-5.4, "Mix Design," of Standard Specifications to read as follows:

The Contractor shall allow ten (10) working days prior to start of work for calibration and testing at a location designated by the Engineer. The County's testing laboratory will obtain field samples at the time of calibration for Extraction Test (ASTM D 2172), Consistency Test, Wet Track Abrasion Test (ASTM D 3910), a verification of the 60 minute set time previously specified. When the County's testing laboratory has determined that the field samples meet the requirements stipulated in these Specifications, the Engineer will notify the Contractor to start work. In the event that the product does not meet Specification, another testing and calibration date shall be set ten (10) day prior to the start of work for a complete retest of the product at the expense of the Contractor.

Modify the following Subsection 302-4.2.2, "Continuous-Flow Mixers," of the Standard Specifications to read as follows:

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Modify the following Subsection 302-4.3.1, "General," Table 302-4.3.1 (A) of the Standard Specifications:

<u>Slurry Seal</u>	<u>Min.</u>	<u>Max.</u>
Type I	ELT/1700 ft <sup>2</sup>	ELT/2000 ft <sup>2</sup>
Type II	ELT/1150 ft <sup>2</sup>	ELT/1350 ft <sup>2</sup>
Type I (in Cape Seal)	ELT/950 ft <sup>2</sup>	ELT/1700 ft <sup>2</sup>

The estimated quantity for slurry seal in the Bid Schedule were based on an application rate of 1850 SF/ELT for Type I and 1250 SF/ELT for Type II. The total areas in Slurry Seal Quantity Tables in the appendix, shall be considered as approximate only and no guarantee is made as to the accuracy.

Add the following to Subsection 302-4.3.1, "General" of the Standard Specifications:

The Contractor shall have two slurry trucks or machines and at least one additional mixer as a backup.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the County, current licensed weigh master's certificates indicating the net weight capacity of the

aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the County. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrate to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior to commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the County performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than **150 tons of slurry to be placed per day**. Slurry may not be applied at more than 150 feet per minute. Contractor shall not run more than two slurry machines per day.

The Contractor shall provide a self propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll all the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling. The County may provide a stockpile location at a County Facility if space is available. The stock pile of material at a County Yard requires prior approval from the County Maintenance Division and the Engineer. The County does not guarantee that space will be available at a County Yard for the stockpile of material for this Project. If the County Yard location is provided for the Project, the notice of termination and final pay estimate will not be processed until the County Facility has been restored to the prior condition before the contractor utilized the site.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The stockpile areas shall be thoroughly cleaned of all excess material and left in a neat, orderly appearance upon completion of slurry operations in any area.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the County.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

If work cannot resume on the same day to completion as scheduled, then this work shall be rescheduled in one to two weeks and the residents notified that the work will not be done as scheduled and renotified of new work day promptly. All "NO PARKING", "NO DRIVING" signs must be promptly removed. No more than two (2) rescheduled streets shall be scheduled for the same day and they shall be the first order of work for that day.

The days during which the suspension of work is in effect due to unsuitable weather shall not be considered working days and the date of completion shall be extended to allow for work and notification.

In the event of a suspension of work, the Contractor shall remove all barricades, equipment and "No Parking" signs (if appropriate) upon the curing of the completed portion of slurry.

No adjustment of unit prices of any items shall be allowed due to a suspension of work as described above.

Replace the first and second paragraphs of Subsection 302-4.3.2, "Spreading," of the Standard Specifications with the following:

Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, **remove all R.P.M.'s including "Blue Dots", abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.**

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall be applied when the atmospheric temperature is greater than 50°F but not more than 100°F.

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 2:00 p.m. unless otherwise authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 5:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture has achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to **the entire street, or complete section thereof, as determined by the Engineer**, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Add the following to the third paragraph of the Subsection 302-4.3.2, "Spreading" of the Standard Specifications:

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the County before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

For all cul-de-sacs (the last 250' minimum), the Contractor shall roll the last 250' of dead-end streets and knuckle curves or as otherwise directed by the Engineer. Full compensation for rolling the slurry shall be considered as included in the unit cost for slurry seal.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

**The grading of the combined aggregate and the percentage of emulsified asphalt shall conform to the requirements of Type I or TYPE II as specified in Subsection 203-5.3, of the Standard Specifications.**

Asphalt emulsion shall be a QUICK-SET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification," and Subsection 203-3.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt

and before the addition of mixing water. The latex shall be added at a rate of **two to two-and-one-half (2 to 2½)** parts to one-hundred (100) parts of emulsion by volume.

The Contractor is hereby advised that County streets, parking lots, or other County-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor. Exception: Stockpiling will be allowed at the County Yard, located at 15670 Perris Boulevard, after arrangements are made with the County's Maintenance and Operations Division, at (909) 413-3160.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. One additional sweeping shall occur (1) month after the first initial sweeping or as directed by the Engineer. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If excessive raveling, as determined by the Engineer, continues after two (2) weeks of the initial placement, the street shall be swept and reslurred with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the County.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramamol mixed with Roundup, or approved equal, at least ten (10) working days prior to slurring. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurring. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore.

The Contractor shall supply the County with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a County representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the County. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be no outside work done utilizing materials from the tanks or stockpiles stored for the County's Contract.

**Method of Payment:**

Payment for slurry seal conform to the provisions of Subsection 302-4.5, entitled "Measurement and Payment," of the Standard Specifications for Public Works Construction and shall include payment in full for all work called for in this Article. The unit of measure, as shown in the Proposal, is to be "extra long ton" and shall be paid for by the extra long ton (ELT).

**CAPE SEAL:**

Cape seal process shall consist of an application of a chip seal coat followed by a slurry seal Type I coat.

**Chip Seal Coat:**

The chip seal coat shall conform to Sections 37-1, "Seal Coats", and 94, "Asphaltic Emulsions" of the State of California Standard Specifications and these Special Provisions.

The work shall consist of a uniform application of asphaltic emulsion followed by a uniform coverage of screenings on existing pavement surfaces. The chip seal coat application will be followed by an application of slurry seal coat Type I to provide a cape seal coat of the pavement surfaces.

**Materials:**

**Asphaltic Emulsion**

Asphaltic emulsion shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications and these Special Provisions.

The asphaltic emulsion used for chip seal coating shall be a cationic polymer modified asphalt emulsion grade PMCRS-2h and shall conform to the provisions in Section 94, Table 3, "Requirements for Polymer Modified Asphaltic Emulsion".

The polymer in the emulsion shall be, at the option of the Contractor, either Neoprene, SBR, EVA or SBS. Solid polymers such as EVA or SBS shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as Neoprene, SBR or similar is used, the latex shall be "co-milled" into the emulsion through the water phase during manufacturing. Each load of polymer asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either the asphalt blending or "co-milling" processes were used. The certificate shall also state the percentage of the solid rubber polymer added to the asphaltic emulsion by weight of the asphalt, as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

**Screenings**

Screenings shall conform to Section 37-1.02, "Materials" of the Standard Specifications and shall be:

Seal Coat Type	Size of Screenings
Medium Fine Grade	5/16" x No.8.

The application rate of screenings shall be:

Seal Coat Type	Spread Rate lbs/SQYD
Medium Fine Grade	16 to 25

The exact rate will be determined by the Engineer.

**Equipment:**

The equipment used by the Contractor shall include the following:

A self propelled power broom capable of cleaning the existing pavement and removing excess screenings without dislodging screenings set in the asphaltic emulsion. A gutter broom or steel tined broom shall not be used.

Rollers shall be pneumatic - tired type. A minimum of three pneumatic - tired rollers conforming to Section 39-5.02, "Compacting Equipment" of the Standard Specifications shall be furnished and operating at all times. Rollers shall not exceed speeds of 10 mph during initial and secondary rolling.

The screenings spreader shall be a variable width, computer controlled, self-propelled screenings spreader. Hopper width shall vary from 10 to 16 feet in width, in 6 inches increments minimum.

Vehicles hauling screening shall be equipped with a permanent hitch that will fit the pulling device on the screenings spreader.

Asphalt distributor truck shall be equipped with computerized rate control for applying polymer modified asphaltic emulsion at a uniform rate as directed by the Engineer.

Asphalt distributor truck shall be equipped with its proper measuring stick and calibration card. On-site calibration of asphalt distributor truck, for determining actual spread rate of polymer modified asphaltic emulsion shall be determined by the Engineer.

**Maintaining Traffic:**

In addition to the traffic control requirements set forth elsewhere in these Special Provisions, traffic control for seal coat operations shall conform to the provisions of Section 37-1.03, "Maintaining Traffic" of the Standard Specifications.

**Application:**

Chip seal coat shall be placed only when the atmospheric temperature is between 60<sup>0</sup> F. and 100<sup>0</sup> F. unless otherwise approved by the Engineer.



The pavement shall be prepared in accordance with Section 37-1.04, "Preparation for Seal Coat" of the Standard Specifications.

Utility covers, manholes, survey monuments, survey markers, and other permanent facilities shall be protected from coverage by the seal coat, and referenced for prompt location and cleaning following seal coat operations. Contractor shall be responsible for protecting, covering, locating, removing protective covers and cleaning the above items.

The application rate of the asphaltic emulsion shall be between:

Seal Coat Type	Application Rate gallons/SQYD
Medium Fine Grade	0.25 and 0.35

The exact rate will be determined by the Engineer.

Immediately following the application of the asphaltic emulsion, the asphaltic emulsion shall be covered with screenings. The chip spreader shall be operated within 75 feet of the distributor truck. The rate of application of the screenings shall be between 16 and 25 pounds per square yard and shall be determined by the Engineer.

Initial rolling shall consist of a one complete coverage with pneumatic tired rollers, and shall begin immediately behind the chip spreader. The initial rolling shall be within 100 feet of the spreader.

The amount of pneumatic tired rolling shall be sufficient to adequately seat the screenings and in no case shall be less than 3 complete coverages as defined in Section 39-6.03, "Compacting" of the Standard Specifications. The rolling shall be patterned so that coverages are approximately equal throughout the project.

Traffic shall not be allowed on the seal coat until the loose screenings have been removed and not before at least two hours after rolling. The traffic shall be controlled by pilot car at a speed not to exceed 15 miles per hour for a period of 2 additional hours.

In lieu of the provisions of paragraph 8 of Section 37-1.07, "Finishing" of the Standard Specifications, the following shall apply:

A light brooming shall be performed to remove loose screenings before traffic is permitted on the seal coat, at the end of each day's work and as a first order of work on the morning following application of the screenings.

The exact time of brooming will be determined by the Engineer. The surface of the seal coat and adjacent pavement shall be swept or broomed two times a day or as often as necessary between the first and fourth days after applying the screenings to maintain the entire paved roadbed free of loose screenings. At the end of each of the fourth days after applying the screenings, any excess screenings shall be removed in such a manner that the screenings set in the binder will not be displaced.

**Measurement and Payment:**

Payment for Chip Seal Coat shall be considered as included in the contract unit price paid per square yard for 'Screenings' and shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals for placing asphaltic emulsion, cover aggregate screenings, rolling, sweeping and performing necessary cleanups as specified in these Special Provisions and as directed by the Engineer.

Slurry Seal Type I coat installed over Chip Seal as part of the Cape Seal process shall conform to the "Slurry Seal" section of these Special Provisions and its payment shall be considered as included in the contract unit price paid per Ton for Slurry Seal Type I.

**TRAFFIC STRIPING AND PAVEMENT MARKINGS:**

Painting traffic stripes (lane lines) and applying thermoplastic pavement markings (word and symbol markings, limit lines, crosswalk, etc.) shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State of California Standard Specifications and these Special Provisions.

The Contractor shall be responsible for documenting the existing traffic stripings and pavement markings on all the project roads. Forms of documentation may include photos, videos, paper media, or aerial photos (provided that the images shown are accurate, clear and current).

At locations where the existing traffic striping and pavement markers exceed a stop bar or centerline stripe, the Contractor shall measure and document lane widths and lengths of striping and markings.

Notification is provided to the Contractor that the existing paint and thermoplastic traffic striping and pavement markings are of white and yellow color. The paint including thermoplastic traffic striping or pavement markings, and raised reflective pavement markers, shall be completely removed by appropriate methods that minimize dust and noise to local residents within the project limits. Blackouts and creation of rough surfaces over the existing paint and thermoplastic traffic striping or pavement markings shall not be allowed. Removal of the existing paint, thermoplastic traffic striping or pavement markings shall be done such that all visible marks are completely removed to the satisfaction of the Engineer.

The subparagraphs of the first paragraph in Section 84-3.02, "Materials," of the State of California Standard Specifications are amended to read:

	<b>State Specification No.</b>
Rapid Dry Water Base, Traffic Line. – White, Yellow and Black	8010-91D-30

The second and third paragraphs in Section 84-3.02, "Materials," of the State of California Standard Specifications are amended to read:

State Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819-4612, telephone number (916) 227-7289.

Glass beads shall conform to 1-ACOT type beads or equal.

The Contractor shall layout and "cat-track" the alignment of the proposed striping at 4.5 m (15 ft) intervals and "spot" the proposed pavement markings removed prior to the slurry application. Striping shall vary no more than 12 mm (2 in) in 15.2 m (50 ft) from the specified alignment. The Engineer may waive minor variations.

The Contractor shall not proceed with the painting of any striping or applying thermoplastic pavement markings until the Engineer has checked and approved the cat-tracking and spotting, and has authorized the Contractor to proceed.

Traffic striping shall be applied with airless equipment. All traffic striping shall be performed with a road liner type striping machine. Where the configuration or location of a traffic stripe is such that the use of a road liner type striping machine is unsuitable, traffic paint and glass beads may be applied by other methods and equipment approved by the Engineer. The Engineer shall determine if the road liner type striping machine is unsuitable for a particular use.

The first coat of paint on arterial and collector street shall be applied within six (6) working days of starting surfacing on arterial and collector streets. Striping of arterial and collector streets shall take precedence over local street in order to maintain the requested schedule. Failure to apply the first coat of paint within the specified time shall result in liquidated damages: in the amount of \$500.00/day per occurrence. Should the arterial and collector streets remain unpainted after ten (10) days of liquidated damages, the entire slurry operation shall be shut down to allow the striping contractor sufficient time to meet the schedule. No extension of time will be allowed for this delay. The second coat of paint shall not be applied until at least seven (7) calendar days after the first coat. Each coat of paint shall be applied at the wet film thickness of 10-12 mils for white and yellow paint and 7 mils for black paint. All paint shall be applied at a relative humidity below seventy-five percent (75%) and an ambient temperature above 13°C (55°F), unless otherwise approved by the Engineer.

Except for black paint, No. 1 reflective glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint. The glass beads shall be embedded in the coat of traffic paint being applied to a depth of at least one-half (1/2) their diameters. The reflective glass beads shall be applied to the first coat of paint at the rate of 0.7 kg (1.5 lb) of beads per liter (0.26 gal) of paint, and to the second coat of paint at the rate of 0.95 kg (2 lb) of beads per liter (0.26 gal) of paint.

Except as otherwise directed by the Engineer, all angle points shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Temporary tape or reflective markers, utilized for the purposes of interim delineation for centerline, lane lines, and crosswalk lines shall be placed to the side of the final striping pattern in such a way so that it will not interfere with the first coat of paint. All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the

Contractor at no additional cost to the County upon completion of the first coat of striping and prior to the final striping.

Stencils used to paint pavement markings must conform to the latest Caltrans approved Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted or existing striping or thermoplastic pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted or thermoplastic replaced, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

Painting traffic stripes and applying thermoplastic pavement markings shall be separately measured.

**Method of Payment:**

The Contract unit price paid per square foot for Thermoplastic Crosswalk and Pavement Marking, and per linear foot for Paint Traffic Stripe, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting traffic stripes and speed legends (2 coats), applying thermoplastic pavement markings, establishing alignment for stripes, layout work, sandblasting markers, complete in place, and to restore the Traffic Striping, Pavement Markings in kind condition prior to the application of the Type I and Type II slurry, providing temporary striping and pavement marking, as specified in the Standard Specifications and these Special Provisions and as approved by the Engineer, and no additional compensation will be allowed therefore.

**PAVEMENT MARKERS:**

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

Certificates of compliance shall be furnished for pavement markers as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with the "Steel Wool Abrasion Procedure," specified for pavement markers placed in pavement recesses in Section 85-1.05, "Reflective Pavement Markers", of the State of California Standard Specifications.

Non-reflective pavement markers shall conform to the requirements of Section 85-1.04 "Non-Reflective Pavement Markers," of the State of California Standard Specifications. The bituminous adhesive used to install the markers shall be a hot melt bituminous adhesive asphaltic

material with homogeneously mixed mineral filler and shall conform to the requirements specified in Section 85-1.055, "Adhesives," of the State of California Standard Specifications.

Reflective pavement markers shall be installed at locations as established by the applicable Caltrans striping detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line(s), new striping or existing striping. There shall be one marker for each location. All work necessary to establish satisfactory locations for markers shall be performed by the Contractor.

Existing reflective pavement markers that do not conform to the approved Plan shall be removed by the Contractor.

Reflective pavement markers shall be of the prismatic reflector type (3M model white RP290w and yellow RPM 2912y or equal) as outlined in Subsection 85-1.05, "Reflective Pavement Markers," of the State of California Standard Specifications.

Blue reflective pavement markers designating the location of fire hydrants within project limits shall be replaced after the paving is completed at all fire hydrants locations, whether the blue reflective markers exist or not prior to paving. Installation of blue markers shall comply with the requirements of Riverside County Fire Department, Standard No. 06-11, attached to these Special Provisions.

**Method of Payment:**

Full compensation for reflective pavement markers, non-reflective pavement markers, and blue pavement markers (at fire hydrants) shall be considered as included in the price paid per each for Pavement Markers (Reflective), and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing pavement markers (reflective, non-reflective, or blue) complete, in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions and as approved by the Engineer.

Section 4-1.03 B(1), Increases of More Than 25 Percent, of the State Standard Specifications will not apply to Pavement Markers (Reflective). , No adjustment to the contract unit bid price will be allowed for any excess of over 25 percent of the estimated quantity for Pavement Markers (Reflective).

**FINAL CLEAN UP:**

Before final inspection of the work, the Contractor shall clean the roadway, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, and equipment. All parts of the work shall be left in a neat and presentable condition.

The Contractor shall provide street sweeping within one month after completion as directed by the Engineer.

The Contractor shall be responsible for removal of slurry tracked by vehicles on to driveways if requested by residents or business; unless, documented by the Contractor as a deliberate act (i.e. driving past the flagman or barricades).

Full compensation for final clean up will be considered as included in the contract price for the placement of the slurry seal and no separate payment will be made therefor.

**OBSTRUCTIONS:**

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

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

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

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

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

**Method of Payment:**

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

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## **ATTACHMENTS**





Riverside Office: 2300 Market St., Ste. 150, Riverside, CA 92501 Ph. (951) 955-4777 Fax (951) 955-4886  
 Palm Desert Office: 77-933 Las Montañas Rd., # 201 Palm Desert, CA 92211-4131 Ph. (760) 863-8886 (760) 863-7072

# Fire Prevention Standard

<b>Title: Blue Reflective Pavement Markers</b>			
<b>Standard:# 06-11</b>	<b>Effective Date: 02/09/2007</b>	<b>Revised Date: 06/30/2011</b>	
<b>Code References: 2010 CFC, Sec. 501</b>			
<b>Note:</b> <i>This standard is a summary of Fire Department clarifications of County and State Codes. Information contained herein applies to typical circumstances and may not address all situations.</i>			
Author: Committee	Date:	Approved: T. Hobday, FM	Date:
Sign:		Sign: On File	02-09-07

**Scope**

This standard has been developed to assist development applicants, architects, and contractors in determining the minimum requirements for the proper placement of blue reflective pavement markers for indicating the location and identification of fire hydrants and water supply locations for fire fighting purposes only. Blue markers used for any other purpose should be removed.

The applicant must obtain approval from Caltrans where blue markers are to be placed on roadways/highways regulated and maintained by Caltrans prior to installation. Encroachment permits may be required.

**Codes and Standards**

This standard has been based upon the 2010 California Fire Code (CFC), Chapter 5.

**Plans Required**

The location of blue reflective markers shall be indicated on the appropriate water plans that are required to be submitted to the Riverside County Fire Department for the installation of all fire hydrants and water supply locations used for the fire fighting purposes.

**Specific Requirements**

- 1) Two-Way Streets and Roads: Markers are to be placed six inches from the edge of the painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker should be placed six inches from the approximate center of the roadway on the side nearest the hydrant. (Ref. Fig. 1 through 3)
- 2) Streets With Left Turn Lane at Intersection: Markers are to be placed six inches from the edge of the painted white channelizing line on the side nearest the hydrant. (Ref. Fig. 4)
- 3) Streets With Continuous Two-Way Left Turn Lane: Markers are to be placed six inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. (Ref. Fig. 5)
- 4) Freeways and Expressways: Because of higher maintenance at these locations, if placed on the roadway, markers are to be placed on the shoulder on-foot to the right of the painted edgeline opposite the off-right of way from the fire hydrant location. (Ref. Fig. 6)

# TYPICAL HYDRANT MARKER LOCATION

⊙ = Fire Hydrant

◆ = Blue Pavement Marker

Figure 1  
Two Lane Streets

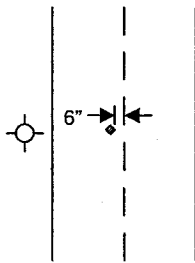


Figure 2  
Multi-Lane Streets

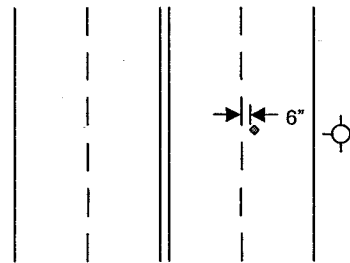


Figure 3  
An Intersection

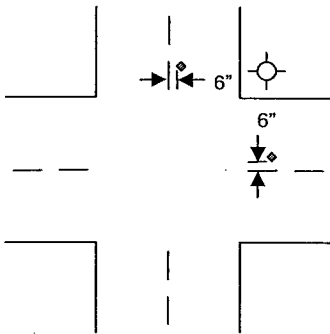


Figure 4  
Four Lane Streets with  
Turn Lane at Intersection

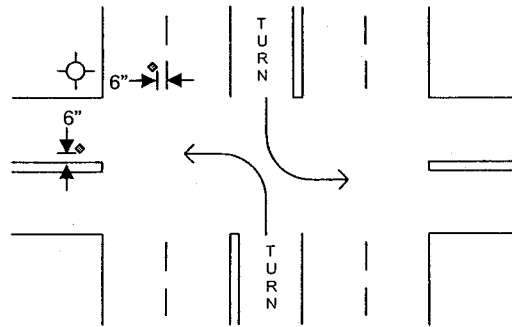


Figure 5  
Multi-Lane Streets  
With Turn Lane

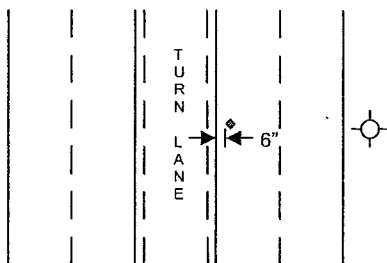
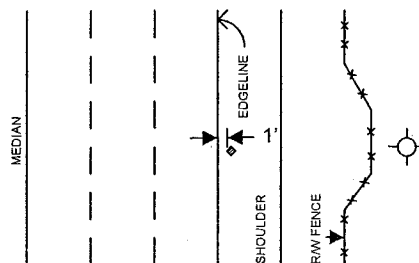


Figure 6  
Freeways and Expressways





OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
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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

December 22, 2011

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

FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE INVITING BIDS: SLURRY SEAL PROJECT**

To Whom It May Concern:

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

Wednesday	- December 28, 2011	Monday	- January 2, 2012
Thursday	- December 29, 2011	Tuesday	- January 3, 2012
Friday	- December 30, 2011	Wednesday	- January 4, 2012
Saturday	- December 31, 2011	Thursday	- January 5, 2012
Sunday	- January 1, 2012	Friday	- January 6, 2012

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Mcgil*

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

**Gil, Cecilia**

---

**From:** PE Legals <legals@pe.com>  
**Sent:** Thursday, December 22, 2011 9:00 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Bids for Slurry Seal Project

Received for publication from Dec. 28 to Jan. 6

PLEASE NOTE: The Press-Enterprise offices will be closed on Monday, December 26<sup>th</sup> in observance of Christmas Holiday and on Monday, January 2<sup>nd</sup> in observance of the New Year Holiday. Below are our Holiday Deadlines.

Christmas & New Year Holiday Deadlines	
Publication Date	Deadline to Press-Enterprise
Dec. 24 thru Dec. 27	Thurs., Dec. 22 <sup>nd</sup> at 10:30 AM
Dec. 28	Fri., Dec. 23 <sup>rd</sup> at 10:30 AM
Dec. 29	Tues., Dec. 27 <sup>th</sup> at 10:30 AM
Dec. 30	Wed., Dec. 28 <sup>th</sup> at 10:30 AM
Dec. 31 thru Jan. 3	Thurs., Dec. 29 <sup>th</sup> at 10:30 AM
Jan. 4	Fri., Dec. 30 <sup>th</sup> at 10:30 AM
Jan. 5	Tues., Jan. 3 <sup>rd</sup> at 10:30 AM

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Thursday, December 22, 2011 8:21 AM  
**To:** PE Legals  
**Subject:** FOR PUBLICATION: Bids for Slurry Seal Project

Notice Inviting Bids for publication 10 times. Please confirm. THANK YOU!

*Cecilia Gil*

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

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KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

December 22, 2011

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ATTN: LEGALS  
PO BOX 2734  
PALM SPRINGS, CA 92519

FAX (760) 778-4731  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: SLURRY SEAL PROJECT**

To Whom It May Concern:

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

Wednesday - December 28, 2011  
Thursday - December 29, 2011  
Friday - December 30, 2011  
Saturday - December 31, 2011  
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Sincerely,

*Mcgil*

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

**Gil, Cecilia**

---

**From:** Moeller, Charlene <CMOELLER@palmspri.gannett.com>  
**Sent:** Thursday, December 22, 2011 9:05 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Bids for Slurry Seal Project

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

**Charlene Moeller** | Media Sales Legal Notice Coordinator

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Thursday, December 22, 2011 8:21 AM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: Bids for Slurry Seal Project

Notice Inviting Bids for publication 5 times. Please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant to the  
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951-955-8464

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**NOTICE INVITING BIDS**

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

**COUNTY OF RIVERSIDE  
SLURRY SEAL PROJECT**

**FOR FISCAL YEAR 2011/2012**

**DISTRICT 4  
PROJECT NO. C2-0009**

**DISTRICT 5  
PROJECT NO. C2-0010**

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, January 11, 2012, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated November 2011, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$35 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

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

Engineering Estimate:	\$1,111,500.00 - \$1,296,500.00
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	50 Working Days

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

Dated: December 22, 2011

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



10	11	12	13	15	16	17	18	19	20
DATE	REFERENCE NUMBER	DESCRIPTION - OTHER COMMENTS/CHARGES	PRODUCT/ZONE	SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT
12/28/2011	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.29	133.90	133.90
12/29/2011	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
12/30/2011	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
12/31/2011	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
01/01/2012	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
01/02/2012	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
01/03/2012	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
01/04/2012	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
01/05/2012	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60
01/06/2012	I00700789-12282011	PO# NIB Slurry Seal, NOTICE INVITING	Press-Enterprise	2 x 52 LI	104	1	1.19	123.60	123.60

Order Placed by: Cecilia Gil

RECEIVED RIVERSIDE COUNTY  
 CLERK/BOARD OF SUPERVISORS  
 2012 JAN 17 PM 2:35

*Transp.  
3.21 of 12/20/11*

### Legal Advertising Invoice

**BALANCE**

**\$1,246.30**

SALES CONTACT INFORMATION		ADVERTISER INFORMATION						
Maria Tinajero 951-368-9225	1	BILLING PERIOD 01/06/2012 - 01/06/2012	6	BILLED ACCOUNT NUMBER 100141323	7	ADVERTISER/CLIENT NUMBER 100141323	2	ADVERTISER/CLIENT NAME BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE



Legal Advertising Invoice

ADVERTISER/CLIENT NAME			
BOARD OF SUPERVISORS			
1	BILLING PERIOD 01/06/2012 - 01/06/2012	6	BILLED ACCOUNT NUMBER 100141323
7	ADVERTISER/CLIENT NUMBER 100141323		
23	<b>BALANCE</b> \$1,246.30	24	INVOICE NUMBER I00700789-12282011
3	TERMS OF PAYMENT DUE UPON RECEIPT		

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS:

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

Enterprise Media  
POST OFFICE BOX 12009  
RIVERSIDE, CA 92502-2209



# THE PRESS-ENTERPRISE

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

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

Publication(s): Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: / NIB Slurry Seal

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

12/28, 12/29, 12/30, 12/31, 01/01, 01/02, 01/03, 01/04, 01/05, 01/0

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

Date: January 06, 2012  
At: Riverside, California



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

Ad Number: 0000700789-01

P.O. Number: NIB Slurry Seal

## Ad Copy:

### NOTICE INVITING BIDS

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

COUNTY OF RIVERSIDE  
SLURRY SEAL PROJECT

FOR FISCAL YEAR 2011/2012

DISTRICT 4  
PROJECT NO. C2-0009

DISTRICT 5  
PROJECT NO. C2-0010

Proposal shall be delivered to the Riverside County Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, January 11, 2012, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated November 2011, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$35 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

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Engineering Estimate:	\$1,111,500.00 - \$1,296,500.00
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Payment Bond	100%
Working Days	50 Working Days

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

Dated: December 22, 2011  
Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant 12/28 - 1/6

# The Desert Sun

mydesert.com

750 N. Gene Autry Trail  
Palm Springs, CA 92262  
Billing Inquiries: (866) 875-0854  
Main Office: (760) 322-8889

Make Checks payable to DESERT SUN PUBLISHING CO.  
P.O. Box 677368 Dallas, TX 75267-7368  
A finance charge of 1.5% per month (18% Annually) will be added to balances not paid by the 20th.

RIV069000000000000000000000042478860031819810827

90

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

Customer No.	Invoice No.
RIV069	0004247886
For the Period	Thru
12/26/11	01/29/12
<b>Due Date</b>	<b>Amount Due</b>
02/15/12	3,181.98
<b>AMOUNT PAID</b>	

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

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount
1226			BALANCE FORWARD						2,934.81
0109			PAYMENT - THANK YOU						2,681.39-
1228	CLS	0001	CECILIA NO 4102 BOARD OF	2	2	188.00	752.00		328.08
1228	CLS	0001	CECILIA NO 4103 NOTICE I	10	2	51.00	1020.00		439.30
1228	CLS	0001	CECILIA NO 4103 NOTICE I	10	2	47.00	940.00		406.10
0114	CLS	0001	CECILIA NO 0117 BOARD OF	2	2	946.00	3784.00		1,586.36
0115	CLS	0001	CECILIA NO 0122 BOARD OF	2	2	92.00	368.00		168.72
<p><b>4102 - 2ND DISTRICT</b> 16.1 of 12-20-11 \$328.08</p> <p><b>4103 - Transp.</b> 3.22 of 12/20/11 \$439.30</p> <hr/> <p><b>4103 - Transp.</b> 3.21 of 12/20/11 \$406.10</p> <p><b>0117 - Planning</b> 3.56 of 01/10/12 2C7481 1hr \$1,586.34</p> <p><b>0122 - Transp.</b> 3.69 of 01/10/12 \$167.72</p>									
Current	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	<b>Total Due</b>				
2,928.56	253.42	.00	.00	.00	<b>3,181.98</b>				
Contract Type	Contract Qnty.	Expiration Date	Current Usage	Total Used	Quantity Remaining	Salesperson			
						MOELLER			

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

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

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0004247886	

THE DESERT SUN PUBLISHING CO.  
ADVERTISING INVOICE/STATEMENT

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

**Certificate of Publication**

State Of California ss:  
County of Riverside

**Advertiser:**

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

2000293054

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

Newspaper:	The Desert Sun		
12/28/2011	12/29/2011	12/30/2011	
12/31/2011	1/1/2012		

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

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 1st day of December, 2011 in Palm Springs, California.



Declarant's Signature

No 4103  
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SLURRY SEAL PROJECT**  
**FOR FISCAL YEAR 2011/2012**  
**DISTRICT 4  
PROJECT NO. C2-0009**  
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Dated: December 22, 2011  
Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant  
Published: 12/28,29,30,31/11, 1/1/12

3013 1001-10 518 5:01