

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

335A




FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 8, 2011

SUBJECT: Interstate 215 (I-215) at Van Buren Boulevard interchange improvement project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the Interstate 215 (I-215) at Van Buren Boulevard interchange improvement project, and;
2. Authorize the Clerk to advertise for bids and begin advertisement subject to approval of Federal funds. Bids anticipated to be received in the office of the Director of



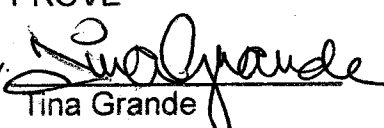
Juan C. Perez
Director of Transportation

JCP:jjr:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 41,711,795	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: TCIF (18%), TUMF-NW Zone (3%), RCTC (18%) March JPA (37%), STP Discretionary (18%), FHWA-Demo Funds (1%), Developer Contribution (5%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>


There are no General Funds used in this project

C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Tina Grande
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS


On motion of Supervisor Buster, seconded by Supervisor 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. 12/7/10, item 3.39 | District: 1 & 5 | Agenda Number:
 9/13/11, item 3.97

3.26

FORM APPROVED COUNTY COUNSEL
 BY: 
 MARSHAL L. VICTOR
 DATE: 12/13/11
 Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Interstate 215 (I-215) at Van Buren Boulevard interchange improvement project.

December 8, 2011

Page 2 of 2

Transportation up to the hour of 2:00 PM, Wednesday, February 1, 2012, at which time bids will be opened.

BACKGROUND:

The proposed project consists of replacing and widening the Van Buren Boulevard freeway and railroad overcrossing structures, reconfiguring and signaling of the on and off ramps and adding auxiliary lanes on Interstate 215. Landscaping and aesthetic features are also part of the project.

Projected traffic volume on Van Buren Boulevard at the I-215 interchange is expected to increase significantly due to recent and proposed development in the vicinity. The planned improvements are needed to avoid significant delays during peak hour periods. The proposed improvements will increase the capacity of the interchange to accommodate the projected traffic growth, and allows for the expanding of the Meridian Business Park and March Health Care campus. The March re-use is expected to generate over 15,000 jobs and is the single largest new job source in the County.

On December 7, 2010 (agenda item 3.39), the Board of Supervisors approved the Construction Cooperative agreement, No. 08-1471 between Caltrans and the County of Riverside. This agreement was amended on September 13, 2011 (agenda item 3.97) as agreement, No. 08-1471 A/1. This agreement outlines each agency's responsibility for the construction and funding of the improvements for the I-215/Van Buren Boulevard Interchange project.

This project is being funded with March Joint Powers Authority (JPA) funds, Measure A Economic Development funds, Federal Surface Transportation Program (STP) funds, Federal Demonstration (Demo) earmark funds, developer contributions, TUMF and Trade Corridor Improvement Funds (TCIF) from State's Proposition 1B bond program for goods movement. The CTC approved the allocation of \$10,000,000 in TCIF funds at the October 26 - 27, 2011 meeting.

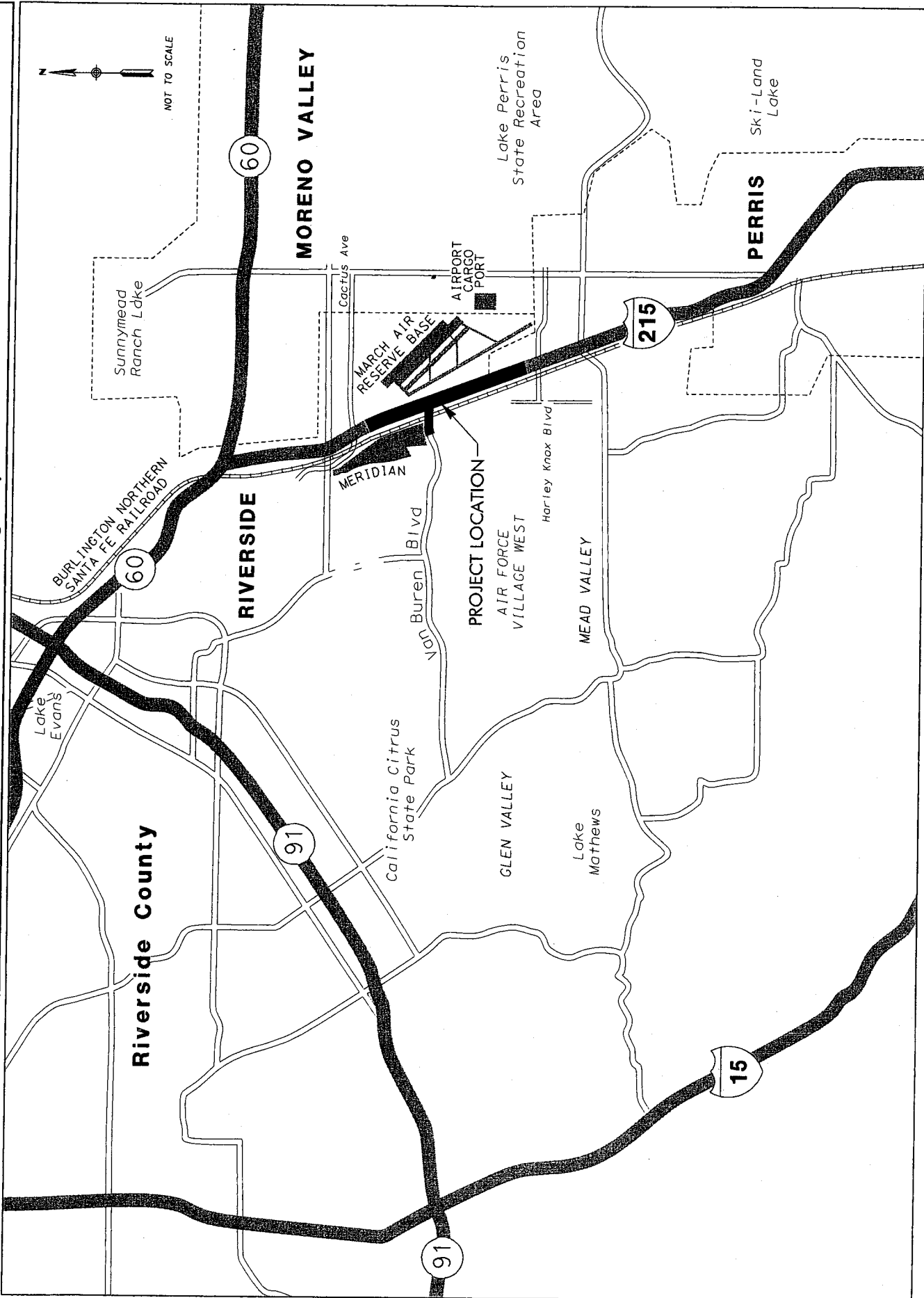
The submitted plans and specifications have been approved as to form by County Counsel.

Environmental clearance is complete.

Project No. B7-0798

Project No. STPLN – 5956(201) (Federal)

I-215 at Van Buren Boulevard Interchange Improvements



VICINITY MAP

Clerk of the Board

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

of

**INTERSTATE 215 (I-215) AT VAN BUREN BOULEVARD
INTERCHANGE IMPROVEMENT**

PROJECT NO. B7-0798

FEDERAL AID NO. STPLN-5956(201)



TRANSPORTATION DEPARTMENT

DEC 20 2011 3:20 P&S

**INTERSTATE 215 (I-215) AT VAN BUREN BOULEVARD
INTERCHANGE IMPROVEMENT**

PROJECT NO. B7-0798

FEDERAL AID NO. STPLN-5956(201)

SPECIFICATIONS AND CONTRACT DOCUMENTS

for the construction of


**INTERSTATE 215 AND VAN BUREN BOULEVARD
INTERCHANGE IMPROVEMENT**

PROJECT NO. B7-0798

FEDERAL AID NO. STPLN-5956(201)

Contract Approvals:

Approved By:



Khalid Nasim,
Engineering Division Manager

9/28/2011

Date

Recommended by:



John Marcinek,
County Project Manager

Sept. 28, 2011

Date

SPECIFICATIONS AND CONTRACT DOCUMENTS

for the construction of

**INTERSTATE 215 AND VAN BUREN BOULEVARD
INTERCHANGE PROJECT**

COUNTY PROJECT NO. B7-0798

CALTRANS PROJECT NO. 0800000884

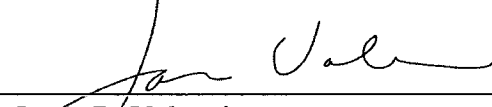
FEDERAL AID NO. STPLN-5956 (201)

Engineering Certification:

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

Highway

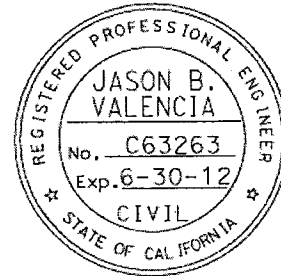
(Estimates)



Jason B. Valencia,
Engineering License No. C63263

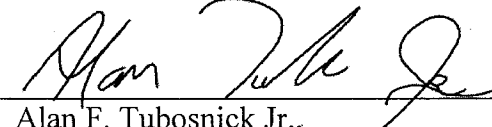
10/10/2011

Date



Highway

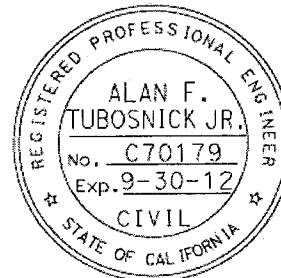
(Special Provisions)



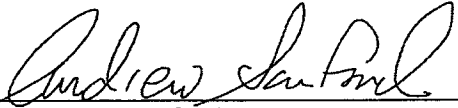
Alan F. Tubosnick Jr.,
Engineering License No. C70179

10/10/2011

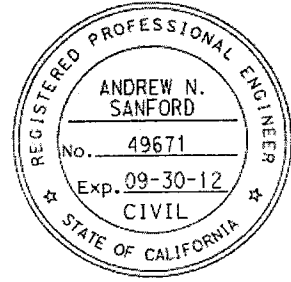
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Structures


Andrew N. Sanford,
Engineering License No. 49671

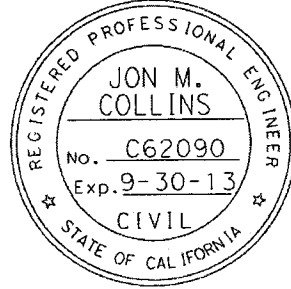
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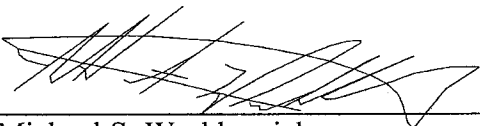
Electrical


Jon M. Collins
Engineering License No. C62090

10/10/2011
Date



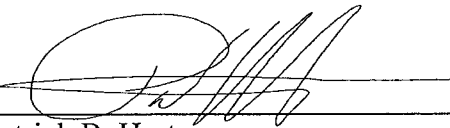
Traffic


Michael S. Washkowiak
Engineering License No. C64737

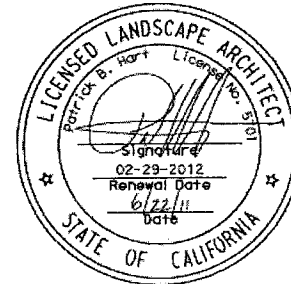
10/10/2011
Date



Landscape


Patrick B. Hart,
Landscape Architect License No.
5701

10/10/2011
Date



SPECIFICATIONS AND CONTRACT DOCUMENTS

for

**INTERSTATE 215 (I-215) AT VAN BUREN BOULEVARD
INTERCHANGE IMPROVEMENT**

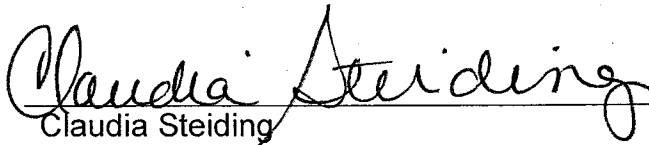
COUNTY PROJECT NO. B7-0798

CALTRANS PROJECT NO. 0800000884

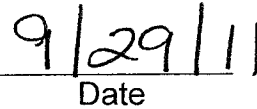
FEDERAL AID NO. STPLN-5956 (201)

Water Pollution Control:

Reviewed and Recommended by:



Claudia Steiding
Senior Transportation Planner/NPDES
Coordinator



Date

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BID TO THE COUNTY OF RIVERSIDE
INTERSTATE 215 (I-215) AT VAN BUREN BOULEVARD
INTERCHANGE IMPROVEMENT

PROJECT NO. B7-0798
FEDERAL AID NO. STPLN-5956(201)

NAME OF BIDDER: _____

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

The work to be done is shown upon plans entitled, Interstate 215 at Van Buren Boulevard Interchange Improvement.

ADDENDA -

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

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

TO THE COUNTY OF RIVERSIDE:

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

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
2	071325	TEMPORARY FENCE (TYPE ESA)	LF	740		
3	074016	CONSTRUCTION SITE MANAGEMENT	LS	1		
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
5	074037	MOVE IN/ MOVE OUT (TEMPORARY EROSION CONTROL)	EA	15		
6	074028	TEMPORARY FIBER ROLL	LF	279,000		
7	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	17		
8	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	21		
9	074035	TEMPORARY CHECK DAM	LF	67,700		
10	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	68		
11	074040	TEMPORARY HYDRAULIC MULCH (BFM)	SQYD	554,000		
12	074041	STREET SWEEPING	LS	1		
13	074057	STORM WATER ANNUAL REPORT	LS	1		
14	120090	CONSTRUCTION AREA SIGNS	LS	1		
15	120100	TRAFFIC CONTROL SYSTEM	LS	1		
16	120120	TYPE III BARRICADE	EA	110		
17	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	3,190		
18	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	242,000		
19	120199	TRAFFIC PLASTIC DRUM	EA	400		
20	120300	TEMPORARY PAVEMENT MARKER	EA	12,000		
21	128605	TEMPORARY SIGNAL AND LIGHTING	LS	1		
22	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1		
23	129000	TEMPORARY RAILING (TYPE K)	LF	40,200		
24	129100	TEMPORARY CRASH CUSHION MODULE	EA	193		
25	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	23,000		
26	150230A	ABANDON WATER FACILITY	LF	650		
27	150608	REMOVE CHAIN LINK FENCE	LF	9,700		
28	150662	REMOVE METAL BEAM GUARD RAILING	LF	1,870		
29	150664A	REMOVE DOUBLE THRIE BEAM BARRIER	LF	150		
30	150668	REMOVE FLARED END SECTION	EA	8		
31	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	74,400		

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
32	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	1,320		
33	150742	REMOVE ROADSIDE SIGN	EA	57		
34	150760(F)	REMOVE SIGN STRUCTURE	EA	10		
35	150805	REMOVE CULVERT	LF	660		
36	150820	REMOVE INLET	EA	7		
37	150821	REMOVE HEADWALL	EA	18		
38	150826	REMOVE MANHOLE	EA	1		
39	150860	REMOVE BASE AND SURFACING	CY	1,280		
40	152390	RELOCATE ROADSIDE SIGN	EA	6		
41	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (2" MAX)	SQYD	450		
42	153220	REMOVE CONCRETE (CHANNEL)	SQFT	5,240		
43	157551	BRIDGE REMOVAL, LOCATION A	LS	1		
44	157552	BRIDGE REMOVAL, LOCATION B	LS	1		
45	160101	CLEARING AND GRUBBING	ACRE	19		
46	160122A	REMOVE PALM TREE	EA	4		
47	170101	DEVELOP WATER SUPPLY	LS	1		
48	190101	ROADWAY EXCAVATION	CY	178,000		
49	190110	LEAD COMPLIANCE PLAN	LS	1		
50	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	4,300		
51	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	6,070		
52	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	10,300		
53	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	17,100		
54	193031(F)	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	3,260		
55	194001(F)	DITCH EXCAVATION	CY	4,190		
56	200001	HIGHWAY PLANTING	LS	1		
57	200114	ROCK BLANKET	SQYD	1,380		
58	200116	GRAVEL (MISCELLANEOUS AREAS) (SQYD)	SQYD	8,490		
59	204031	TRANSPLANT PALM TREE	EA	69		
60	204096	MAINTAIN EXISTING PLANTED AREAS	LS	1		
61	204099	PLANT ESTABLISHMENT WORK	LS	1		
62	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1		

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
63	208000	IRRIGATION SYSTEM	LS	1		
64	208029(F)	4" SUPPLY LINE (BRIDGE)	LF	556		
65	208740	12" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	554		
66	220101	FINISHING ROADWAY	LS	1		
67	250201	CLASS 2 AGGREGATE SUBBASE	CY	792		
68	260201	CLASS 2 AGGREGATE BASE	CY	46,300		
69	280000	LEAN CONCRETE BASE	CY	528		
70	395000	LIQUID ASPHALT (PRIME COAT)	TON	115		
71	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TON	4.7		
72	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,370		
73	390131	HOT MIX ASPHALT (QA/QC)	TON	95,700		
74	390165A	HOT MIX ASPHALT TYPE A (BOND BREAKER)	TON	257		
75	394060	DATA CORE	LS	1		
76	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	74		
77	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	1530		
78	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	295		
79	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	121		
80	397005	TACK COAT	TON	104		
81	401050	JOINTED PLAIN CONCRETE PAVEMENT	CY	1260		
82	404092	SEAL PAVEMENT JOINT	LF	5,230		
83	404093	SEAL ISOLATION JOINT	LF	270		
84	490742	FURNISH PILING (CLASS 90) (ALTERNATIVE "W")	LF	320		
85	490743	DRIVE PILE (CLASS 90) (ALTERNATIVE "W")	EA	9		
86	490782	FURNISH PILING (CLASS 200) (ALTERNATIVE "W")	LF	6,983		
87	490783	DRIVE PILE (CLASS 200) (ALTERNATIVE "W")	EA	142		
88	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
89	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	2,200		
90	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	5,460		
91	510085(F)	STRUCTURAL CONCRETE APPROACH SLAB (TYPE EQ)	CY	160		
92	510086(F)	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	160		
93	510060(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	3,902		

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
94	510126A	CLASS 2 CONCRETE (MINOR STRUCTURE)	CY	230		
95	510413A(F)	CLASS 1 CONCRETE (BOX CULVERT)	CY	200		
96	510502(F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	56		
97	511037A(F)	ARCHITECTURAL SURFACE (TEXTURED CONCRETE)	SQFT	30,839		
98	511047	ANTI-GRAFFITI COATING	SQFT	29,900		
99	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	20		
100	519095	JOINT SEAL ASSEMBLY (MR = 4")	LF	120		
101	519100	JOINT SEAL (MR = 2")	LF	459		
102	520102(F)	BAR REINFORCING STEEL (BRIDGE)	LB	1,382,400		
103	512291	FURNISH PRECAST PRESTRESSED CONCRETE BULB TEE GIRDER	EA	20		
104	520101(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	532,331		
105	560213(F)	FURNISH SIGN STRUCTURE (LIGHTWEIGHT)	LB	3,176		
106	560214(F)	INSTALL SIGN STRUCTURE (LIGHTWEIGHT)	LB	3,176		
107	560218(F)	FURNISH SIGN STRUCTURE (TRUSS)	LB	140,550		
108	560219(F)	INSTALL SIGN STRUCTURE (TRUSS)	LB	140,550		
109	560223(F)	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITHOUT WALKWAY)	LB	20,700		
110	560224(F)	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITHOUT WALKWAY)	LB	20,700		
111	560248	FURNISH SINGLE SHEET ALUMINUM SIGN (.063" UNFRAMED)	SQFT	370		
112	560249	FURNISH SINGLE SHEET ALUMINUM SIGN (.080" UNFRAMED)	SQFT	710		
113	560251	FURNISH SINGLE SHEET ALUMINUM SIGN (.063" FRAMED)	SQFT	220		
114	560252	FURNISH SINGLE SHEET ALUMINUM SIGN (.080" FRAMED)	SQFT	380		
115	560246	FURNISH LAMINATED PANEL SIGN (2 1/2"-TYPE B)	SQFT	180		
116	560244	FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SQFT	1,700		
117	561003	24" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	199		
118	562004	METAL (RAIL MOUNTED SIGN)	EA	1		
119	566011	ROADSIDE SIGN - ONE POST	EA	49		
120	566012	ROADSIDE SIGN - TWO POST	EA	42		
121	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	4		
122	568023	INSTALL ROADSIDE SIGN (LAMINATED WOOD BOX POST)	EA	8		
123	620100	18" ALTERNATIVE PIPE CULVERT	LF	36		
124	650014	18" REINFORCED CONCRETE PIPE	LF	1,200		

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
125	650018	24" REINFORCED CONCRETE PIPE	LF	620		
126	650022	30" REINFORCED CONCRETE PIPE	LF	9		
127	650026	36" REINFORCED CONCRETE PIPE	LF	480		
128	650038	54" REINFORCED CONCRETE PIPE	LF	1,410		
129	650065	96" REINFORCED CONCRETE PIPE	LF	81		
130	681107	3" PLASTIC PIPE (EDGE DRAIN OUTLET)	LF	47		
131	700617	DRAINAGE INLET MARKER	EA	5		
132	705001	STEEL FLARED END SECTION	EA	5		
133	706500	DEBRIS RACK	EA	2		
134	707467	36" REINFORCED CONCRETE PIPE RISER	LF	46		
135	721007	ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	2,650		
136	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	110		
137	721010	ROCK SLOPE PROTECTION (BACKING NO. 1, METHOD B)	CY	170		
138	721011	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	CY	950		
139	721420	CONCRETE (DITCH LINING)	CY	270		
140	721810(F)	SLOPE PAVING CONCRETE	CY	80		
141	721812A(F)	SLOPE PAVING (AESTHETIC TREATMENT)	SQFT	450		
142	729000	FILTER FABRIC	SQYD	8,550		
143	729010	ROCK SLOPE PROTECTION FABRIC	SQFT	19,500		
144	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	846		
145	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	217		
146	731521	MINOR CONCRETE (SIDEWALK)	CY	342		
147	731530	MINOR CONCRETE (TEXTURED PAVING)	SQFT	21,400		
148	731623	MINOR CONCRETE (CURB RAMP)	CY	17		
149	750001(F)	MISCELLANEOUS IRON AND STEEL	LB	5,310		
150	750501(F)	MISCELLANEOUS METAL (BRIDGE)	LB	8,000		
151	707241	72" PRECAST CONCRETE PIPE MANHOLE	LF	5		
152	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	7,650		
153	802560	10' CHAIN LINK GATE (TYPE CL-6)	EA	2		
154	820107	DELINEATOR (CLASS 1)	EA	20		
155	820118	GUARD RAILING DELINEATOR	EA	230		

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
156	832001	METAL BEAM GUARD RAILING	LF	5,150		
157	833010A(F)	ARCHITECTURAL FEATURE (PERFORATED STEEL PLATE)	SQFT	294		
158	833032	CHAIN LINK RAILING (TYPE 7)	LF	975		
159	833076A	PEDESTRIAN BARRICADE (TYPE 1)	EA	4		
160	833142(F)	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	590		
161	833088	TUBULAR HANDRAILING	LF	830		
162	839310	DOUBLE THRIE BEAM BARRIER	LF	175		
163	839521	CABLE RAILING	LF	380		
164	839541	TRANSITION RAILING (TYPE WB)	EA	4		
165	839542	TRANSITION RAILING (TYPE DTB)	EA	2		
166	839581	END ANCHOR ASSEMBLY (TYPE SFT)	EA	24		
167	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	8		
168	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	15		
169	839606A	CRASH CUSHION [TAU II]	EA	1		
170	839701	CONCRETE BARRIER (TYPE 60)	LF	260		
171	839705	CONCRETE BARRIER (TYPE 60E)	LF	200		
172	839720(F)	CONCRETE BARRIER (TYPE 732)	LF	568		
173	839721(F)	CONCRETE BARRIER (TYPE 732A)	LF	760		
174	839726	CONCRETE BARRIER (TYPE 736A)	LF	1,210		
175	839736	CONCRETE BARRIER (TYPE 742A)	LF	120		
176	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	3,920		
177	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	162,000		
178	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	4,080		
179	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	3,920		
180	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1		
181	860251	SIGNAL AND LIGHTING (LOCATION 1)	LS	1		
182	860252	SIGNAL AND LIGHTING (LOCATION 2)	LS	1		
183	860460	LIGHTING AND SIGN ILLUMINATION	LS	1		
184	860797	ELECTRIC SERVICE (IRRIGATION)	LS	1		
185	861101	RAMP METERING SYSTEM (LOCATION 1)	LS	1		
186	861102	RAMP METERING SYSTEM (LOCATION 2)	LS	1		

**Interstate 215 (I-215) at
Van Buren Boulevard, Interchange Improvement
In the County of Riverside**

**Project No. B7-0798
Federal Aid No. STPLN-5956(201)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
187	861103	RAMP METERING SYSTEM (LOCATION 3)	LS	1		
188	066102	DUST ABATEMENT	LS	1		
189	000003	COURSE OF CONSTRUCTION INSURANCE	LS	1		
190	066020	RELATIONS WITH RAILROAD	LS	1		
191	066105	RESIDENT ENGINEERS OFFICE	LS	1		
192	148005	NOISE MONITORING	LS	1		
193	999990	MOBILIZATION	LS	1		
194	760081A	12" POLYVINYL CHLORIDE WATER MAIN	LF	650		
195	861118A	ELECTRICAL LINE EXTENSION	LS	1		
196	861121A(F)	4" POLYVINYL CHLORIDE CONDUIT (COMMUNICATION)	LF	2,900		
197	861122A	ANAW 300 PAIR CABLE (COMMUNICATION)	LF	750		
198	861123A	REMOVE CABLE (COMMUNICATION)	EA	1,500		
199	019901	DE-MOBILIZATION	LS	1	2,000,000.00	2,000,000.00

PROJECT TOTAL: _____ \$ _____
ITEMS 1-199 "WORDS"

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

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

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

TRUE NAME OF BIDDER:

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

Date: _____
PRINT NAME AND TITLE

Signature of Bidder

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

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)
CITY, STATE, ZIP _____
TELEPHONE NO: AREA CODE () _____
FAX NO: AREA CODE () _____
ELECTRONIC MAIL: _____
CONTRACTOR LICENSE NO. _____
EXPIRATION DATE: _____
LICENSE CLASSIFICATIONS: _____

SUBCONTRACTORS :

The undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of the one percent (1%) of the general Contractor's total bid or \$10,000 whichever is greater, and the portion of the work which will be done by each subcontractor as follows:

Subcontractor's Name	License No.	Place of Business	Description of Work

Percent of work to be performed by sub-contractors: _____ %
(Note: 50% of work required to be performed by general 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

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

does not have a proposed debarment pending; and

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

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

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

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

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

DECLARATION

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

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

Note:

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

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

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

QUESTIONNAIRE

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

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

Yes _____

No _____

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

COMPLIANCE WITH ORDERS OF NATIONAL LABOR RELATIONS BOARD STATEMENT

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

NON-COLLUSION AFFIDAVIT

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

(Company)

By: _____

(Title)

Date: _____

NOTE:

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

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

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

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

- 1. Action: [] a. contract [] b. grant [] c. cooperative agreement [] d. loan [] e. loan guarantee [] f. loan insurance
2. Status of Federal Action: [] a. initial award [] b. initial award [] c. post-award
3. Report Type: [] a. initial [] b. material change
For Material Change Only: year ___ quarter ___ date of last report ___

- 4. Name and Address of Reporting Entity: [] Prime [] Subawardee Tier, if known
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known

- 6. Federal Department/Agency:
7. Federal Program Name/Description:
CFDA Number, if applicable _____

- 8. Federal Action Number, if known:
9. Award Amount, if known:
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

- 11. Amount of Payment (check all that apply) \$ _____ [] actual [] planned
12. Form of Payment (check all that apply): [] a. cash [] b. in-kind; specify: nature value _____
13. Type of Payment (check all that apply) [] a. retainer [] b. one-time fee [] c. commission [] d. contingent fee [] e. deferred [] f. other, specify _____

- 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

- 15. Continuation Sheet(s) attached: [] Yes [] No

- 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

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

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

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90

Local Agency Bidder - UDBE Commitment (Construction Contracts), Exhibit 15-G(1)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF AGENCY: County of Riverside LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	CERT. NO. OF UDBE AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all information is complete and accurate.

 Print Name Signature Date
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed Participation	\$ _____
	% _____

 Signature of Bidder

 Date (Area Code) Tel. No.

For Caltrans Review:

 Print Name Signature Date
 Caltrans District Local Assistance Engineer

 Person to Contact
 (Please Type or Print)

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy-Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project. (2) Copy -- Include in award package to Caltrans District Local Assistance. (3) Original - Local agency files.

INSTRUCTIONS - LOCAL AGENCY BIDDER-
UDBE COMMITMENT (CONSTRUCTION CONTRACTS), EXHIBIT 15-G(1)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. African American.
2. Asian-Pacific American.
3. Native American.
4. Women.

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE Contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime Contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify **all** UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

Local Agency Bidder- DBE Information (Construction Contracts), Exhibit 15-G(2)
 (Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF

AGENCY: County of Riverside _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

 Print Name Signature Date
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed Participation \$ _____

% _____

 Signature of Bidder

 Date (Area Code) Tel. No.

For Caltrans Review:

 Print Name Signature Date
 Caltrans District Local Assistance Engineer

 Person to Contact
 (Please Type or Print)

Local Agency Bidder DBE Information (Rev 3/09)

Distribution: (1) Copy-Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in deobligation of funds for this project. (2) Copy - Include in award package to Caltrans District Local Assistance. (3) Original - Local agency files.

INSTRUCTIONS - LOCAL AGENCY BIDDER- DBE INFORMATION
(CONSTRUCTION CONTRACTS), EXHIBIT 15-G(2)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE Contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified Contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime Contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify all DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)" of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

UDBE INFORMATION—GOOD FAITH EFFORTS, EXHIBIT 15-H

The County of Riverside established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 1.2% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Attachment "A"
 Local Agency Bidder DBE information

Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid / proposal that the apparent low bidder received pertaining to the referenced project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid / proposal was solicited by the apparent low bidder. This information shall be submitted by the apparent low bidder as an attachment to the completed "Local Agency Bidder DBE information" form. Use additional sheets if necessary.

BIDS RECEIVED BY APPARENT LOW BIDDER

Type of Work	Name and Address of Bidding firm	Certified DBE (Yes or No)	Last Year's Gross Receipts (a)	Age of Firm (Years)

(a) Required for each Federal-aid contract, in conformance with 49 CFR 26, in establishing annual DBE goals. Indicate approximate amount: (1) if under \$1 Million (2) if between \$1 Million and \$5 Million (3) if greater than \$5 Million.

BID BOND

Recitals:

1. _____ "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Interstate 215 at Van Buren Boulevard Interchange Improvements, Project No. B7-0798, Federal Aid No. STPLN-5956(201)** in accordance with a Notice Inviting Bids from County dated _____.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

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

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

Dated: _____

By _____
Title: Attorney in Fact
"Surety"

By _____
Title: _____
"Contractor"

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CONTRACT

COUNTY OF RIVERSIDE

PROJECT NO.

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

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

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

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

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

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY _____
Chairman, Board of Supervisors

BY _____

Dated _____

TITLE: _____
(If Corporation, Affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY _____
Deputy

TITLE: _____

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

License No. _____

Federal Employer Identification Number:

"County"
(Seal)

"Corporation"
(Seal)

PERFORMANCE BOND

Recitals:

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

Agreement:

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

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

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

COUNTY OF RIVERSIDE
NOTICE TO CONTRACTORS

Sealed proposals will be received at the Riverside County Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on **Wednesday, February 1, 2012** at which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows:
County of Riverside,

INTERSTATE 215 (I-215) AT VAN BUREN BOULEVARD
INTERCHANGE IMPROVEMENT

PROJECT NO. B7-0798

FEDERAL AID NO. STPLN-5956(201)

The UDBE Contract goal is 1.2%.

A pre-bid meeting is scheduled for 2:00 pm on **Wednesday, January 18, 2012**, at the County of Riverside Transportation Department, 3525 14th Street, Riverside, California 92501. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory.

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

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

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

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

Plans and specifications may be obtained for a NONREFUNDABLE FEE OF \$230 per full size plan set (or \$115 per half size plan set [11"x17"]), plus mailing, and are available at 3525 14th Street, Riverside, CA 92501.

Engineering Estimate	\$ 37,000,000 - \$ 44,000,000
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	400 (Construction Period)
Working Days	750 (Plant Establishment Period after construction period)

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

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

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

The Project Funding for **Interstate 215 at Van Buren Boulevard Interchange Improvement** project is being received from several different sources. In the event the bid process is cancelled by the County prior to the receipt of bids, or if the County does not proceed for any reason, the County shall have no liability to any contractor/bidder for any costs or expenses incurred in connection with the preparation and submittal of a response to this Notice To Contractors inviting bids.

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

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

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

December 20, 2011

Date

Kecia Harper-Ihem, Clerk of the Board

By: _____
Deputy

SPECIAL PROVISIONS

SECTION 1

SPECIFICATIONS AND PLANS

1-1.01 GENERAL:

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

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

1-1.02 NOTICE:

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

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

Bidders are advised that, as required by federal law, the County of Riverside is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions" under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General" under subsection titled "Performance of Subcontractors" of these Special Provisions cover the UDBE requirements.

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

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

1-1.03 **DEFINITIONS:**

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

Department of Transportation - The County of Riverside.

Director of Transportation, State Highway Engineer and Engineer - The Director of Transportation and includes his representative.

Laboratory - The established laboratory of the County of Riverside.

State - The County of Riverside.

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

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

SECTION 2 BIDDING

PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 **GENERAL:**

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

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

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

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

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

The proposal form is bound together with the contract.

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

Submission of Proposal. A proposal must be submitted in a sealed opaque envelope which clearly identifies the bidder and the project. Bids must be received by the time and at the place set forth in the Notice Inviting Bids and may be withdrawn only as stated in the proposal. Bids shall be completed in ink.

Non-collusion Affidavit. Bidder Affidavit shall be submitted on the appropriate form, which is included in the Contract Documents, and must be completely filled in, dated and signed. Types of business affidavit forms included in the Contract Documents are for: Individual Contractor, Joint Venture or Copartnership Contractor, and for a Corporate Contractor. The bidding Contractor is required to submit the appropriate form with the bid. Signature(s) on the Affidavit shall be notarized.

Contract Documents. The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans and Specifications in making their bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Like Bid Items. 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”, and
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”.

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

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

Bidders are cautioned that this listing requirement is in addition to the requirement to submit a list of all DBE subcontractors after the opening of the proposals.

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

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

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

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

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

Dust Abatement. Attention is directed to Section 5-1.19, "Dust Abatement" with regard to the dust abatement provisions of the contract.

Submission of Insurance Certificate. Submission of Insurance Certificate. Within 10 working days of the date of the Notice of Acceptance of Proposal and Intent to Award issued by the County of Riverside, the successful Contractor shall submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of Section 3-1.01B of the General Conditions. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified 10 working days period will be grounds for declaring the bidder to not be in compliance with the bid documents, making a claim against the bid bond, and awarding to the second low bidder, at the sole discretion of the County.

2-1.015 FEDERAL LOBBYING RESTRICTIONS:

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

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

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

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

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form

previously filed by the Contractor, subcontractors and any lower-tier Contractors. An event that materially affects the accuracy of the information reported includes:

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE):

This project is subject to Title 49 CFR 26.13(b):

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans.
2. Native Americans.
3. Asian-Pacific Americans.
4. Women.

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal:

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal:

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts", Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

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

SECTION 3

AWARD, AND EXECUTION OF CONTRACT

3-1.01 GENERAL:

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

3-1.01A (BLANK)

3-1.01B INSURANCE - HOLD HARMLESS:

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

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

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

I. Workers Compensation Insurance:

Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance coverage as prescribed by the laws of the State of California. Policy shall include Employer's Liability including Occupational Disease with limits not less than \$5,000,000 per occurrence. Policy shall be endorsed to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the "County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

Contractor shall further require each of its subcontractors to procure Worker's Compensation Insurance as required by the State while working on the project and the Contractor shall require the subcontractors to endorse the policy to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the "County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" as Additional Insureds. Policy shall contain a Waiver 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 \$5,000,000**. The policy may be a combined single limit or split limits, but the amount must be no less than \$5,000,000 per occurrence. The insurance carrier must have a current rating of "A" or better by the A.M. Best Company, a financial size of at least "VIII", and be an admitted carrier in the State of California. Any exceptions must be approved in advance by the County of Riverside Risk Management. Said insurance must contain an endorsement the County of Riverside is named as an additional insured as respects the work covered hereunder and **said insurance must not contain**, as respects the work covered hereunder, **any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property - i.e. the so-called "x c u" exclusions**. The insurance certificate evidencing such insurance must **affirmatively state** that the insurance carrier (s) will give Owner 30 days written notice prior to cancellation of the insurance or a reduction in coverage, and that "County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" are named as Additional Insureds.

In the alternate to naming County of Riverside as additional insured, Contractor may take out and maintain during the course of the work and until acceptance by County, Owner's Protective Liability Insurance in an amount not less than \$5,000,000 covering Riverside County.

III. Auto Liability:

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

IV. Hold Harmless:

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

3-1.01C

AWARD OF CONTRACT:

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

Bid protests are to be delivered to the following address:

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

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

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

1. A bidder whose proposal is accepted shall execute the formal construction agreement with the County of Riverside, similar to the form attached hereto as a sample, and shall return said agreement, together with approved performance and payment bonds and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within twelve (10) working days from the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the Transportation Department. All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the revised documents shall be resubmitted within 2 working days of Contractor's receipt of review comments.
2. The contract bonds and insurance documentation shall be submitted in accordance with the contract requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department, and prior to the performance of any work under the contract.
3. If a Bidder to whom a Notice of Acceptance of Proposal and Intent to Award has been issued, fails or refuses to sign a construction agreement, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County of Riverside may, at its sole discretion, declare the contractor as non-responsive and the bid guarantee submitted by that contractor shall become the property of the County of Riverside as prescribed in the bid documents and as allowed by law.

4. If it is in the best interest of the County of Riverside, the County reserves the right to award the contract prior to execution by the Contractor. Thereafter, County shall mail or deliver to the lowest responsible bidder the agreement for Contractor's execution and return.

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

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

3-1.02

CONTRACT BONDS:

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

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

3-1.03

RETURN OF PROPOSAL GUARANTEES:

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

3-1.04

ADDENDA:

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

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

3-1.05

BID BOND:

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

3-1.06

ALTERNATE BID SCHEDULES:

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

If the Proposal includes bid items listed under two or more Alternate Bid Schedules with no base bid, the following shall apply:

This project contains Alternate bid schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

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

SECTION 4

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Section 8-1.03 is modified to read as follows:

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

The Contractor shall diligently prosecute the work to completion before the expiration of **400 working days** from the date stated in the "Notice to Proceed", not including plant establishment.

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

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

The Contractor shall pay to the County of Riverside the sum of **\$10,500.00 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Plant establishment period shall be completed 750 working days after construction period. The contractor shall pay **\$950.00 per day**, for each every calendar day's delay in completing plant establishment.

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

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

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and these Special Provisions.
- (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference cause by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

Do not start work at the job site until the Engineer approves your submittal for:

1. Biological Resource Information Program
2. Baseline Progress Schedule (Critical Path Method)
3. Storm Water Pollution Prevention Plan (SWPPP)

If the submittals for Biological Resource Information Program, Baseline Progress Schedule (Critical Path Method), and Storm Water Pollution Prevention Plan (SWPPP) are approved, you may enter the job site only to measure controlling field dimensions and locating utilities. Do not start other work activities until all submittals from the above list are approved and the following information is submitted:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.
3. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

You may start work at the job site as directed in the written Notice to Proceed issued by the County:

The Department grants a time extension if a delay is beyond your control and prevents you from starting work at the job site on the 1st working day.

SECTION 5

GENERAL

5-1.01 PUBLIC SAFETY:

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

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

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

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet (4.57 meter) from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot (0.3-m) transversely to 10 feet (3.05 meter) longitudinally with respect to the edge of the

traffic lane. If the 15 feet (4.57 meter) minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

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

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

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

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

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

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

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

5-1.02 EXTRA WORK:

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

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

5-1.03 PREVAILING WAGE:

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

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

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes, referred to as the "Proposal and Contract", and in copies of this book (See Section 5-2) that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books.

Attention is directed to the Federal minimum wage rate requirements in the books referred to herein as "Proposal and Contract". If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations.

Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

5-1.04 SUBCONTRACTOR AND RECORDS:

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

5-1.05 DBE CERTIFICATION STATUS:

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.06 PERFORMANCE OF SUBCONTRACTORS:

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

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Bidding" of these Special Provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

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

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

5-1.07 SUBCONTRACTING:

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

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

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

5-1.08

LABOR NONDISCRIMINATION:

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

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

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination" of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000.00 or more.

5-1.09

ARBITRATION:

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

5-1.10

NOISE CONTROL:

General

This section applies to equipment on the project or associated with the project, including trucks, transit mixers, stationary equipment, and transient equipment.

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 9:00 p.m. to 6:00 a.m.

Noise Monitoring

Provide 1 Type 1 sound level meter and 1 acoustic calibrator to be used by the Department until contract acceptance. Provide training by a person trained in noise monitoring to 1 Department employee designated by the Engineer. The sound level meter must be calibrated and certified by the manufacturer or other independent acoustical

laboratory before delivery to the Department. Provide annual recalibration by the manufacturer or other independent acoustical laboratory. The sound level meter must be capable of taking measurements using the A-weighting network and the slow response settings. The measurement microphone must be fitted with a windscreen. The Department returns the equipment to you at contract acceptance.

The contract lump sum price paid for noise monitoring includes full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in noise monitoring.

5-1.11

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

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

5-1.12

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS:

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

5-1.13 PAYMENTS:

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

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

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

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

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

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

5-1.14 DEPOSIT OF SECURITIES:

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

5-1.15 FORCE ACCOUNT PAYMENT:

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

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

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

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

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

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

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

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

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

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly

rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

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

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

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

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

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

5-1.16 ASSIGNMENT OF CLAIMS:

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

5-1.17 CLAIMS RESOLUTION:

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

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

otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.

- (a) Claims Under or equal to \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
 - (b) Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.
2. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.
 3. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
 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 nonbinding mediation and judicial arbitration.

5-1.18 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of

the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

5-1.19 DUST ABATEMENT:

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

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

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

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

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

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

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

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

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

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

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor's responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.

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

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

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

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

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

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

Dust Abatement Attachments

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

AQMD SIGNAGE RECOMMENDATIONS

November, 2001

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

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

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

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

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

THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

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

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

- I. ¾" A/C laminated plywood board
- II. Two 4" x 4" posts
- III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
- IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

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

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

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

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

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

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

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

3. The sign board shall contain the following information:

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

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

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

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

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

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

2" UPPERCASE Letters	PROJECT NAME:		4" Title Case Bold Letters
2" UPPERCASE Letters	CONTRACTOR		4" Title Case Bold Letters
2" Title Case Letters	Contractor's Dust Control Phone #		4" Bold Numbers
2" Title Case Letters	County of Riverside Phone #	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

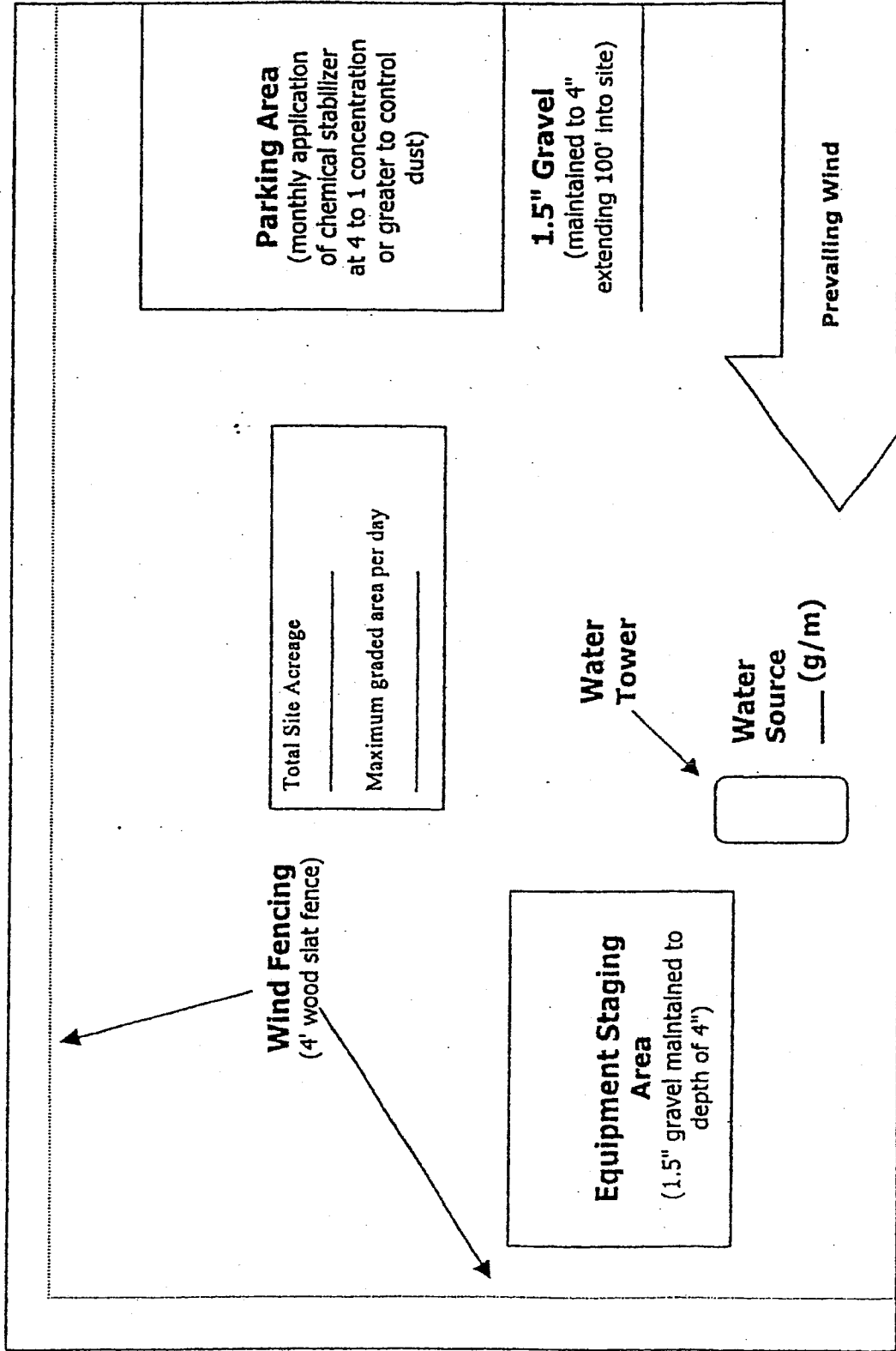
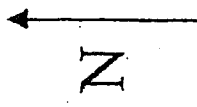
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence _____

Business _____



Existing Residential

Site Access

Parking Area
 (monthly application
 of chemical stabilizer
 at 4 to 1 concentration
 or greater to control
 dust)

1.5" Gravel
 (maintained to 4"
 extending 100' into site)

Prevailing Wind

Total Site Acreage _____

Maximum graded area per day _____

Water Tower

Water Source
 _____ (g/m)

Vacant Land

Wind Fencing
 (4' wood slat fence)

Equipment Staging Area
 (1.5" gravel maintained to
 depth of 4")

Existing Residential

DA5

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

Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

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

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

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

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

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

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

Remember...

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

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

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

Plan Review Checklist Finish Grading Phase

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

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

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

- Chemical dust suppressants are to be applied at a concentration of at least 10 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.

- Construction site access(es) are to be improved with 1.5" gravel maintained to a depth of at least 4" with a minimum width of at least 20', extending 100 feet into the project site.

- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".

- Internal roadway networks are to be treated with chemical dust suppressants at a minimum rate of at least 4 to 1 and retreated on a monthly basis once final roadway elevations have been reached.

- Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of at least 4 to 1 and retreated on at least a monthly basis or covered with 1.5" gravel maintained to a depth of 4" to prevent fugitive dust.

- Other (specify): _____

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

Plan Review Checklist Construction Phase

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

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

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

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

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

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

Other (specify): _____

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

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

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

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

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

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

(A) Watering

DESCRIPTION

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

(B) Chemical stabilizers

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

(C) Wind fencing

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

(D) Cover haul vehicles

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

(E) Bedliners in haul vehicles

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

HIGH WIND MEASURE

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

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

Source: (4) Paved Road Track-Out

CONTROL MEASURES

(Q) Chemical stabilization

DESCRIPTION

- (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

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

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURES

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

BEST AVAILABLE CONTROL MEASURES

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

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

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

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|---|
| (A) Watering (pre-grading) | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability. |
| (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
(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.
(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.
(1) When feasible, use in bottom-dumping haul vehicles. |

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

RULE 403 IMPLEMENTATION HANDBOOK

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).