

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

346A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
January 16, 2013

**SUBJECT:** Construction of Indiana Avenue and Grant Street roadway improvements in the community of Home Gardens.

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

1. Approve the plans and specifications for the construction of Indiana Avenue and Grant Street roadway improvements in the community of Home Gardens; and,
2. Authorize the Clerk to advertise for bids to be received in the office of the Director of Transportation up to the hour of 2:00 PM, Wednesday, February 20, 2013, at which time bids will be opened.

Juan C. Perez  
Director of Transportation and Land Management

JCP:rrj:rr  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 226,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

<b>SOURCE OF FUNDS:</b> Gas Tax (ABX8-9 Mar 2010 New HUTA) (24.4%), Community Development Block Grant (CDBG) (75.6%)	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 Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 29, 2013  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.

District: 2/2

Agenda Number:

3-45

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNCIL  
 BY   
 MARSHAL VICTOR  
 DATE 1/14/13  
 Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Construction of Indiana Avenue and Grant Street roadway improvements in the community of Home Gardens.

January 16, 2013

Page 2 of 2

**BACKGROUND:** The Transportation Improvement Program provides for the construction of Indiana Avenue roadway improvements in the community of Home Gardens.

The reconstruction will improve drainage and pedestrian accessibility.

The proposed improvements include roadway reconstruction, roadway resurfacing, sidewalk, driveway and access ramp reconstruction. The reconstruction includes approximately 500 linear feet of Indiana Avenue and Grant Street. The resurfacing includes approximately 700 linear feet of Grant Street. Additional improvements includes the removal and reconstruction of concrete curb and gutter, driveway approaches, curb ramps and sidewalk, and construction of a new concrete cross gutter and spandrel, placement of asphalt concrete dike and driveways, striping, pavement markings, and associated work improvements. The reconstruction will allow for improved drainage and pedestrian access.

This project received major funding from Community Development Block Grant Program (CDBG 2.27-09).

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

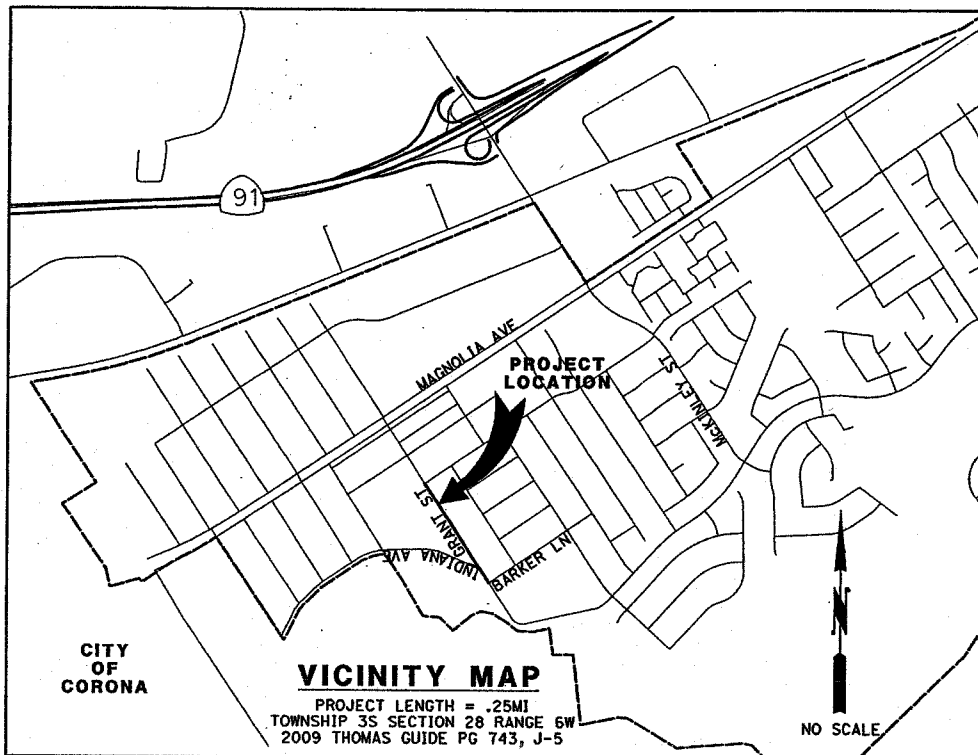
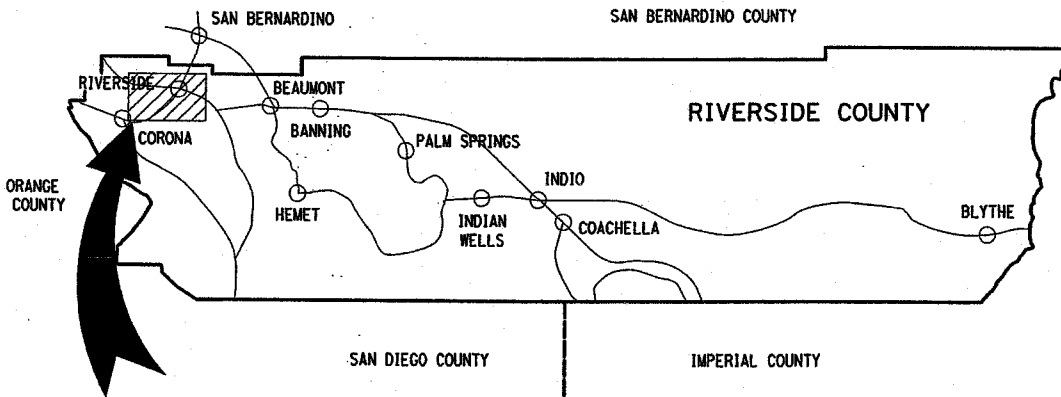
Environmental clearance is complete.

Project Number: C2-0138

COUNTY OF RIVERSIDE  
**DEPARTMENT OF TRANSPORTATION**

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

PROJECT No. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09



# SPECIFICATIONS and CONTRACT DOCUMENTS

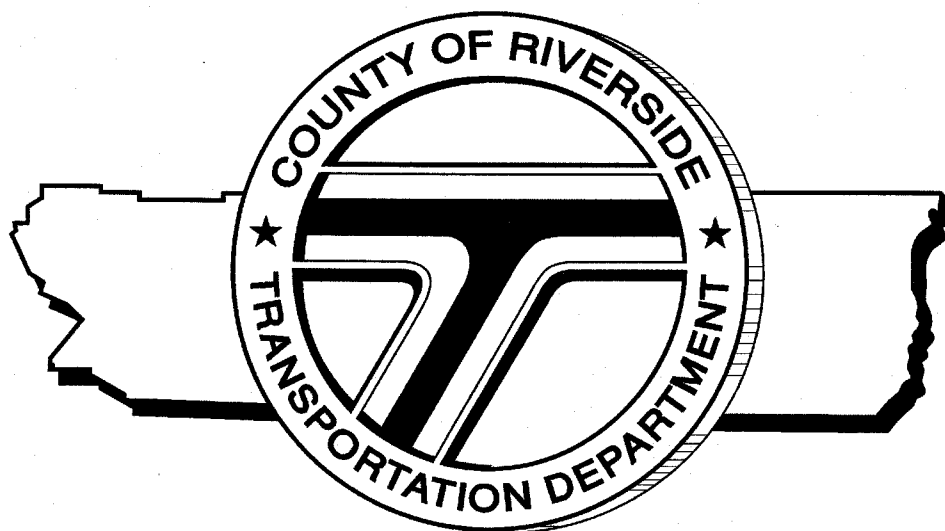
for the

## CONSTRUCTION

of

INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)

PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09



## TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL

BY MR. Victor 1/14/13  
MARSHAL VICTOR DATE

JAN 29 2013

*Zalks*  
*P/S*



**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

**PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

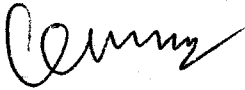
For the construction of

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

**PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09**

**Contract Approvals:**

Approved by:



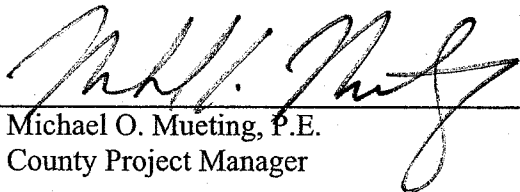
1/3/13

Khalid Nasim,  
Engineering Division Manager

Date

**Engineering Certification:**

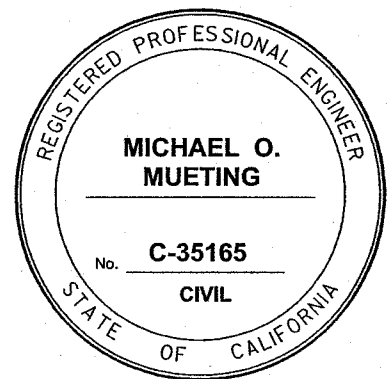
These specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer:



Michael O. Mueting, P.E.  
County Project Manager

1-3-13

Date



**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

**PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09**

**Water Pollution Control Special Provision:**

**Reviewed and Recommended by:**



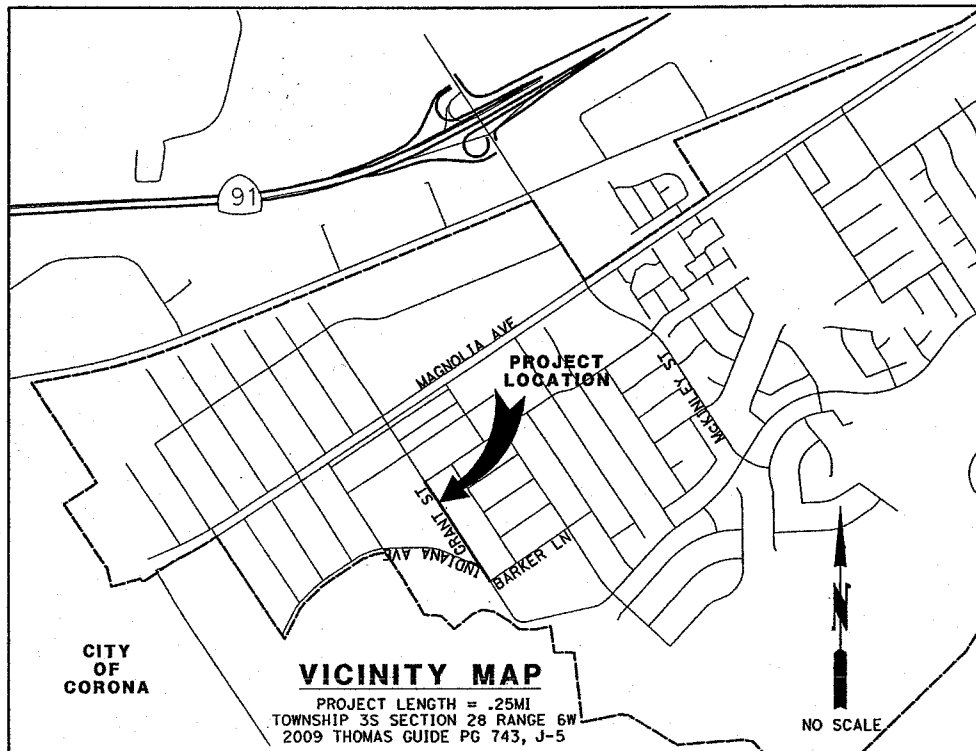
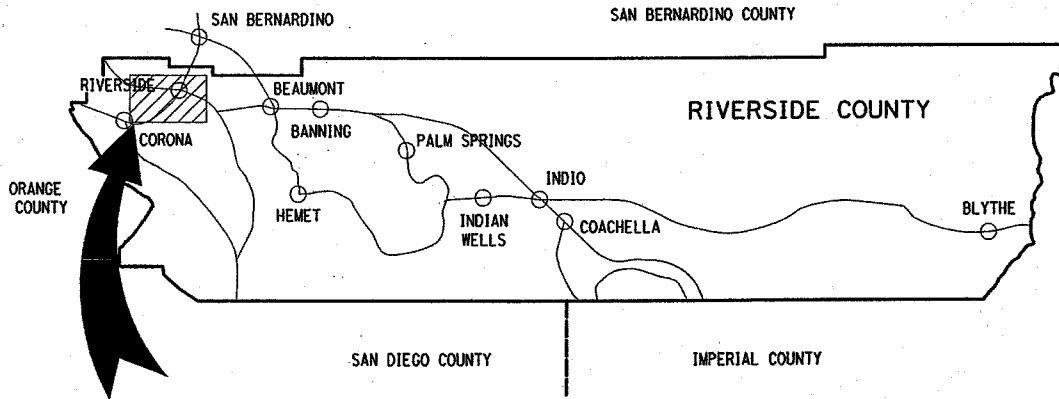
Claudia Steiding  
Senior Transportation Planner  
NPDES Coordinator  
Riverside County Transportation Department

1-4-13  
Date

COUNTY OF RIVERSIDE  
**DEPARTMENT OF TRANSPORTATION**

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

PROJECT No. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09



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### APPENDIX A – SPECIAL FEDERAL REQUIREMENTS

#### REFERENCE DRAWINGS

**NOTICE INVITING BIDS**

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

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

**PROJECT No. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09**

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, February 20, 2013, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated December 2012, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$30 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 135) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others.

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

Dated: Januray 29, 2013

Kecia Harper-Ihem, Clerk of the Board

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

## INSTRUCTIONS TO BIDDERS

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are not subject to this bidding requirement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

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

hereafter called "County":

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

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of **Indiana Avenue, Home Gardens Road Improvement (Phase II), Project No. C2-0138, CDBG No. 2.27-09** hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. \_\_\_\_\_ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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

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



**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)  
PROJECT No. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09  
PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING	LS	1		
5	170101	DEVELOP WATER SUPPLY	LS	1		
6	220101	FINISHING ROADWAY	LS	1		
7	190101	ROADWAY EXCAVATION	CY	1,300		
8	011506	WEDGE PLANE ASPHALT CONCRETE	LF	700		
9	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')	SQYD	3,000		
10	260201	CLASS 2 AGGREGATE BASE	CY	600		
11	390130	HOT MIX ASPHALT	TON	1,150		
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	150		
13	390113	ASPHALT CONCRETE DIKE	LF	1,000		
14	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	200		
15	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	60		
16	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1		
17	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	600		
18	731521	MINOR CONCRETE (SIDEWALK)	SQFT	700		
19	731623	MINOR CONCRETE (CURB RAMP)	EA	1		
20	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	EA	1		
21	719530	CURB DRAIN	EA	1		
22	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400		
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,200		

PROJECT  
SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEMS 1-23 "WORDS"

**ALTERNATE 1, HOME GARDENS SANITARY DISTRICT- PROVIDE, REPLACE AND ADJUST MANHOLE FRAME AND COVER TO GRADE**

24	152702	REMODEL MANHOLE [COVER AND FRAME]	EA	2		
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PROJECT TOTAL  
SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEM 24 "WORDS"

**ALTERNATE 2, HOME GARDENS SANITARY DISTRICT- ADJUST EXISTING MANHOLE FRAME AND COVER TO GRADE**

25	152438	ADJUST FRAME AND COVER TO GRADE [MANHOLE]	EA	2		
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PROJECT  
SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEM 25 "WORDS"

**PROJECT TOTAL:** \_\_\_\_\_ \$ \_\_\_\_\_  
**ITEMS 1-25** "WORDS"

Bidders must provide item prices for Alternate 1 and Alternate 2. Selection of Bid will be based on the sum of all schedules of work. Bidders are advised that Alternate 1 or Alternate 2 may or may not be selected for award.

**BIDDER DATA:**

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

## Non-Collusion Declaration

To be executed by bidder and submitted with bid.  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ (Month) \_\_\_\_\_ (Day) of \_\_\_\_\_ (Year),

at \_\_\_\_\_ (City), \_\_\_\_\_ (State).

**Signature of Declarant:** \_\_\_\_\_

**Printed name of Declarant:** \_\_\_\_\_

**Name of Bidder (Company):** \_\_\_\_\_

**Title or Office:** \_\_\_\_\_

**Note:** Notarization of signature required.

Check box if attachment is included.

## Bid Bond

**Recitals:**

1. \_\_\_\_\_ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Indiana Avenue, Home Gardens Road Improvement (Phase II), Project No. C2-0138, CDBG No. 2.27-09** in accordance with a Notice Inviting Bids from the County.
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: \_\_\_\_\_

Signatures:

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

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

Title: Attorney in Fact  
"Surety"

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

STATE OF \_\_\_\_\_  
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 Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).**

**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: Indiana Avenue, Home Gardens Road Improvement (Phase II),  
Project No. C2-0138  
Community Development Block Grant, CDBG No. 2.27-09

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

The above named Bidder hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.**

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Indiana Avenue, Home Gardens Road Improvement (Phase II),  
Project No. C2-0138  
Community Development Block Grant, CDBG No. 2.27-09

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
4. If my bid is \$100,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Type Name)

SIGNATURE: \_\_\_\_\_

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

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_, since \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_ **Amount of Bid \$** \_\_\_\_\_

**State of California Contractor's License No.:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

## AGREEMENT

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

### W I T N E S S E T H

#### RECITALS:

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

#### AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

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



2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.
3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

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

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

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

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

INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)

PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09

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

COUNTY OF RIVERSIDE

CONTRACTOR

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

BY \_\_\_\_\_

Dated \_\_\_\_\_

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

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

\_\_\_\_\_

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

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

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

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

Federal Employer Identification Number:  
\_\_\_\_\_

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

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

**PERFORMANCE BOND**

**Recitals:**

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

**Agreement:**

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

# Payment Bond

(Public Work - Civil Code 9550 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 (100%) of said sum. Said contract is for public work generally consisting of \_\_\_\_\_.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9564 and 9560 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)

(Corporate Seal)

STATE OF \_\_\_\_\_  
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 executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

## GENERAL CONDITIONS

### SS 1. DEFINITIONS:

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

### SS 2. STANDARD SPECIFICATIONS:

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

The following subsections of the Standard Specifications are deleted:

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

Section 3 of the Standard Specifications is deleted.

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

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

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

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

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

Subsection 8-1.06, strike the last paragraph.

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

SS 3. DIRECTOR OF TRANSPORTATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

At his expense Contractor shall:

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



Transportation, cut or otherwise alter existing improvements.

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

SS 6. CHANGE ORDERS - DETAIL DRAWINGS AND INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

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

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

SS 8. FINAL INSPECTION - NOTICE OF COMPLETION:

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

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

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

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

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

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

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

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

SS 10. PAYMENT AND MONTHLY ESTIMATES:

Director of Transportation, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth in Section 9-1.06 of the Standard Specifications and any other referenced text, shall be five (5%)."

The partial payments made as the work progresses will be payment on account on work performed as of the 25th of the month and shall in no way be considered as an acceptance of any part of the work or material of the contract, nor shall they in any way govern the final estimate. No such estimate or payment shall be made when in the judgement of the

Director of Transportation the total value of the work done since the last estimate amounts to less than \$300.

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

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

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

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

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

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

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

SS 12. FINAL PAYMENT:

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

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

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

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

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

SS 13. DAMAGES:

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

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

SS 14. DOCUMENTS OF CONTRACTOR:

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

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

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

SS 16. LABOR CODE:

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

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

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

SS 17. OBSTRUCTIONS:

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

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

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

SS 18. INSURANCE - HOLD HARMLESS:

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

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

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



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

I. Workers Compensation Insurance:

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

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

II. Comprehensive General Liability Insurance:

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

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

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

### III. Auto Liability:

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

### IV. Hold Harmless:

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

SS 19. EQUAL EMPLOYMENT OPPORTUNITY:

General:

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

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

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

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

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

Transactions of \$10,000 or Under:

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

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

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

Transactions of \$50,000 or More:

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

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

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

Federal Assisted Construction:

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

SS 20. DEPOSIT OF SECURITIES:

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

SS 21. ASSIGNMENT OF CLAIMS:

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

SS 22. CLAIMS RESOLUTION:

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

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

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

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

SS 23. DUST ABATEMENT:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

# AQMD RECOMMENDATIONS

November, 2001

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

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

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

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

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

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

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

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

- I. 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:	<b>SCAQMD 1-800-CUT-SMOG</b>	3 ½" Bold Numbers ←

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

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

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

2" UPPERCASE Letters

2" UPPERCASE Letters

2" Title Case Letters

2" Title Case Letters

2" Title Case Letters

2" Title Case Letters

Section 1

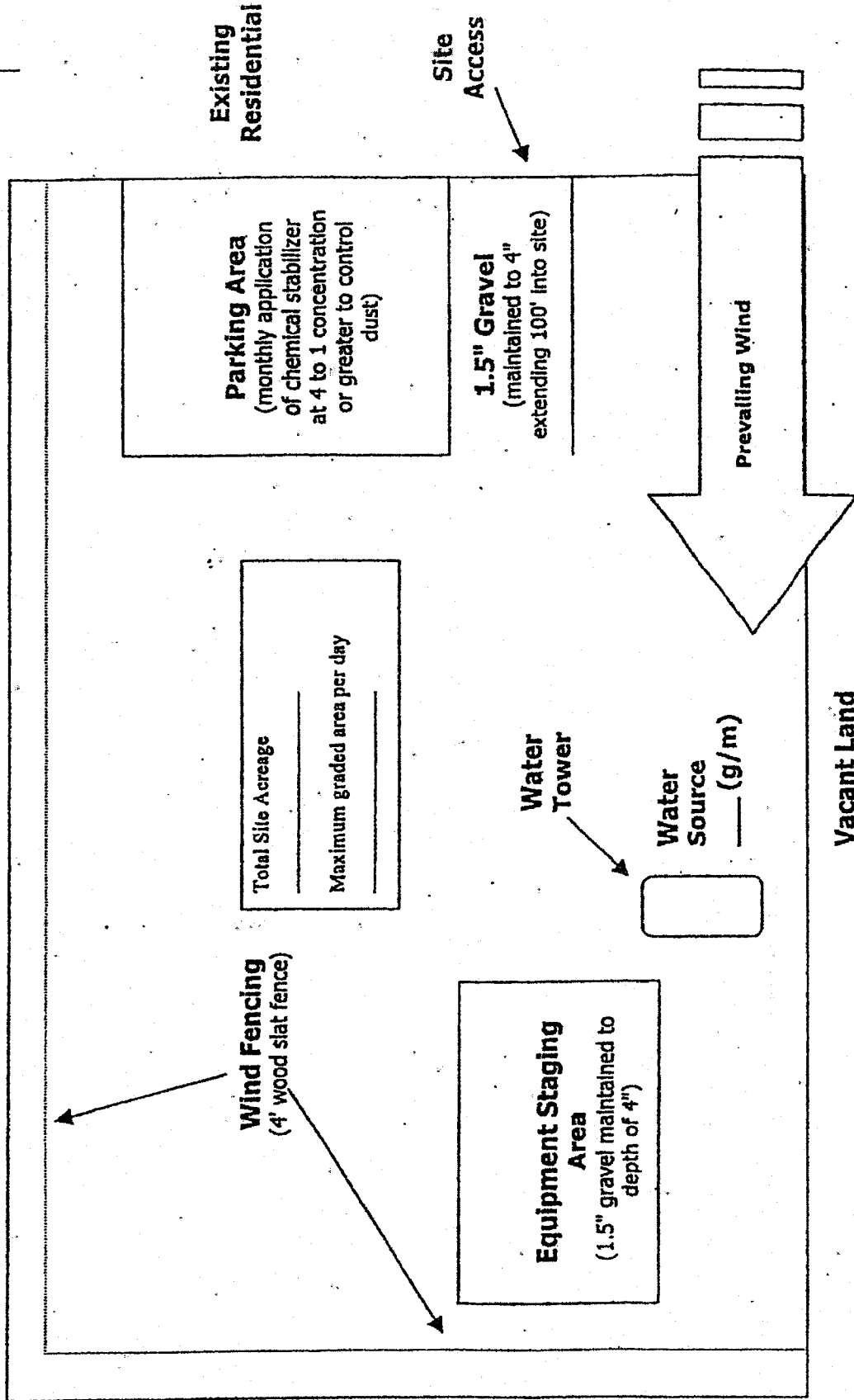
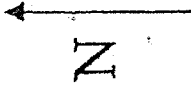
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence \_\_\_\_\_

Business \_\_\_\_\_



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

Existing Residential

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

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

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

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

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

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

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

### Remember...

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

- Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.
- Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.
- All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1,800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.
- An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.
- Other (specify): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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



## Plan Review Checklist Finish Grading Phase

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

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

## Plan Review Checklist Construction Phase

- Water applied continuously to all disturbed portions of the site by means of water truck/water pull is necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during the construction phase and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site. Block walls, if part of the final project, can replace wind fencing during the construction phase.
- Chemical dust suppressants are to be applied at a concentration of at least 20 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.
- Construction site accesses are to be improved with 1.5" gravel, maintained to a depth of 4", with a width of at least 20', extending 100' into the project site. Paving internal roadways can substitute for gravel.
- Internal roadway networks are to be paved as early as feasible in the construction phase. Street sweeping of internal and/or external access roads will likely be required to control entrained road dust.
- Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of no less than 4 to 1 and retreated on a monthly basis, or more frequently if fugitive dust is observed. If internal roadway is complete, employees are to be instructed to park on paved roads.
- Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## RULE 403 IMPLEMENTATION HANDBOOK

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### REASONABLY AVAILABLE CONTROL MEASURES

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

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

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

# RULE 403 IMPLEMENTATION HANDBOOK

## REASONABLY AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

### CONTROL MEASURES

(A) Watering

### DESCRIPTION

- (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.
- (2) Pro-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

- (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

- (L) Wind sheltering
- (M) Watering
- (N) Chemical stabilizers
- (O) Altering load-in/load-out procedures
- (P) Coverings
- |     | <u>DESCRIPTION</u>  |
|-----|---|
| (1) | Enclose in silos.   |
| (2) | Install three-sided barriers equal to height of material, with no more than 50 percent porosity.                      |
| (1) | Application methods include: spray bars, hoses and water trucks.  |
| (2) | Frequency of application will vary on site-specific conditions:   |
| (1) | Best for use on storage piles subject to infrequent disturbances.   |
| (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. |
| (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**

(1) Cover all haul vehicles; and  
(1) 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<br>(2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phase ends.    |
| (C) Wind fencing               | (1) Only effective in areas which are not subject to daily disturbances.<br>(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.                                     |
| (D) Cover haul vehicles        | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B). |
| (E) Bedliners in haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full.<br>(1) When feasible, use in bottom-dumping haul vehicles.  |

### HIGH WIND MEASURE

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

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

## CONTROL MEASURES

## DESCRIPTION

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

## HIGH WIND MEASURE

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

## RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

### CONTROL MEASURES

### DESCRIPTION

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

### HIGH WIND MEASURE

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

**RULE 403 IMPLEMENTATION HANDBOOK**

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Source: (4) Paved Road Track-Out

**CONTROL MEASURES**

**DESCRIPTION**

Compliance with District Rule 403.

Paragraph (d)(5).

## RULE 403 IMPLEMENTATION HANDBOOK

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

### CONTROL MEASURES

### DESCRIPTION

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

### HIGH WIND MEASURES

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

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

TABLE 1

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

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

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

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

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

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



TABLE 2 (Continued)

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

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

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TABLE 2 (Continued)

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

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

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

**CONTROL OPTIONS**

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

January 1999

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT (PHASE II)**

**PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG No. 2.27-09**

**SPECIAL PROVISIONS**

**DESCRIPTION:**

In general, the Indiana Avenue Roadway Improvements project include roadway reconstruction, roadway resurfacing, sidewalk, driveway and access ramp reconstruction. The reconstruction includes approximately 500 linear feet of Indiana Avenue and Grant Street. The resurfacing includes approximately 700 linear feet of Grant Street. The work includes excavation of existing asphalt concrete pavement, base and subgrade, cold plane, crack sealing, placement of Class II base and Hot Mix Asphalt concrete pavement. Remove and reconstruct concrete curb and gutter, driveway approaches, curb ramps and sidewalk. Additional improvements include construction of a new concrete cross gutter and spandrel, placing asphalt concrete dike and driveways, striping, pavement markings, and other work as may be required.

**FEDERAL FUNDING REQUIREMENTS:**

Special Federal Requirements

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

**General Decision Number: CA 120036**

**Modification Number: 14**

**Date: 11/16/2012**

4. **Section 3 Compliance:** The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Attention is directed to the Federal Funding Requirements section entitled "Special Federal Requirements" contained in Appendix A of these bid documents. The Contractor shall fully comply with the Federal Funding Requirements, including all exhibits.

**FEDERAL BID FORMS:**

Attention is directed to Bid Forms of section "Special Federal Requirements" contained in Appendix A of these bid documents.

The apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the following Bid Forms to the County:

- B-5 County of Riverside Section 3 Affirmative Action Program (Applicable for Projects \$100,000 or more)
- B-6 Bidder's Certification for Section 3 Compliance (Required for Projects \$100,000 or more)
- B-6(SUB) Subcontractor Certification for Section 3 Compliance (Required for Projects \$100,000 or more)
- B-9 List of Subcontractors and Suppliers (Required for all Projects)

These bid forms must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the additional Bid Forms unless the County requests it. If the County requests the Contractor to submit these additional Bid Forms, submit the completed forms within 4 business days of the request.

If the Contractor does not submit these additional Bid Forms within the specified time, the County will find the Contractor's bid non-responsive.

**SPECIFICATIONS:**

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

Amendments to May 2006 Standard Specifications, updated June 20, 2012, are incorporated herein and can be found on the County of Riverside website during the Bid Period.

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

**LIQUIDATED DAMAGES:**

The Contractor shall diligently prosecute the work to completion before the expiration of **20 working days** from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of **\$2,500.00** per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

**Additional Liquidated Damages:**

The project is further divided as follows:

Contractor is permitted to close the intersection of Indiana Ave. and Grant St. to through traffic for **10 working days** to complete the pavement reconstruction work, including pavement removal, grading, base, and first lift of pavement. The Contractor shall pay to the County of Riverside the sum of **\$2,500.00** per day, for each and every calendar day's delay in finishing the reconstruction work in excess of the number of working days prescribed above.

In addition to the Liquidated damages set forth above, if the Contractor fails to comply with the requirements of Special Provisions entitled "PROJECT APPEARANCE" the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every calendar days delay after the expiration of 48 hours notification from the Engineer.

**DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:**

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

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

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

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

### **PROJECT APPEARANCE:**

The Contractor shall maintain a neat appearance to the worksite. The parkway between the pavement and property line is generally maintained free of trash and debris by the adjacent property owners. The Contractor shall inform all workers to be respectful of the property owners and maintaining the parkways and street adjacent to their homes. The following shall apply:

Prior to the leaving the project site daily, the Contractor shall collect and dispose of any trash or debris within the project area.

When practicable, broken concrete, forms and debris developed in performance of the work, shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be covered daily and removed or disposed of weekly.

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

### **RECORD DRAWINGS:**

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

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

### **SURVEY STAKING**

County surveyors will establish external primary survey control marks and/or monuments to be used throughout the construction period. These control marks are to be protected by the contractor and will be used to set construction stakes. The control marks will also be used to make verification surveys at various stages of work.

Survey stakes and marks are set per the County's Survey Manual.



Contractor must submit a written request for County furnished construction staking before or once area to receive staking is ready for the installation of the construction stakes. The County will provide Contractor with a survey request form. Survey staking requests must be received from the Contractor a minimum of 2 business days prior to the installation of the requested construction staking. The County shall receive survey request from the contractor on normal business days, Monday through Thursday, 7:00 A.M. to 4:00 P.M. Requests received after 4:00 PM or on any day not previously noted, shall be considered as submitted at 7:00 AM the next business day.

A "business day" is defined by County Ordinance 358 (County Holidays, open and closed days, and hours of operation, etc.) and as revised by Board of Supervisor's resolution to alter days and/or hours for which a County office may be open for transaction of business. Note: Since August 13, 2009, the County has closed many facilities on Fridays.

Contractor must preserve primary and construction stakes and marks placed by the County. If the contractor fails to protect and/or destroys the primary and construction stakes and marks, the County shall replace them at the County's earliest convenience and deduct the cost of replacement from monies due the contractor.

### **CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:**

The Contractor shall furnish and install **One (1)** Construction Project Funding Identification Sign (4' X 8'); the sign shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction (A preliminary exhibit is attached to these Special Provisions, See Appendix A, Exhibit B-3). The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop  
Riverside County Transportation Department  
McKenzie Highway Operations Center  
2950 Washington Street  
Riverside, California 92504  
Telephone (951) 955-6894

### **Method of Payment:**

Full compensation for furnishing and installing Construction Project Funding Identification Sign, including transportation, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the required work, including all necessary excavation and backfill, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

## **ITEMS OF WORK**

### **PARTIAL PAYMENTS:**

Attention is directed to Sections 9 1.06, "Partial Payments," and 9 1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

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

A.	Clearing and Grubbing	\$ 3,000
B.	Dust Abatement	\$ 2,000
B.	Develop Water Supply	\$ 2,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

### **GRAFFITI REMOVAL AND CLEANING:**

The Contractor shall remove existing graffiti within the project limits and any new graffiti produced during the construction period of the project.

Contractor shall submit a method of graffiti removal plan to the Engineer for approval. Sand blasting will not be allowed. Methods may include but not limited to power washing, solvent washing, and painting over graffiti, as appropriate for the surface to be cleaned.

All graffiti shall be completely removed or obliterated and the area feathered out to hide any imperfections.

Graffiti shall be removed from, but not limited to, the surfaces listed as follows: bricks, cinder blocks, concrete sidewalks, pavement, bridge under passes, overhead structures, drainage channels, roadside signs, temporary construction signs, barricades, k-railing, traffic control devices, and all types of poles, and other objects within the project limits as directed by the Engineer. Painting of k-railing for the purposes of graffiti removal shall not be considered as repainting as outlined in paragraph one of Section 12-3.08 and shall not be paid for as extra work.

Graffiti to be removed may include, but shall not be limited to: paint, signs, wood, metal, plastic, decals, gum, markers, crayons, ropes, chains, strings, wires, and tapes of any kind on an as needed basis.

All painting over graffiti must be done with exact color matches, so as not to show any blocking or shadowing of colors. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents are unsuccessful at removing graffiti. Painting services shall be done on an as needed basis on the following types of surfaces, but not limited to: walls, hardscapes, poles, fences, bollards, railings, and buildings.

Paint shall be exact color match. Paint types may include oil base, water base and enamels as approved by the Engineer. Graffiti cover-up by paint will be allowed with appropriate type of paint at locations where graffiti cannot be removed only upon direction by the Engineer. All paint applications shall adhere to the manufacture's recommendations. All material and solutions shall be safe and biodegradable and approved by the Engineer.

Regional Water Quality Control Board (RWQCB) and Air Quality Management District (AQMD) regulations, as well as all NPDES required best management practices shall be complied with and followed.

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall provide, erect and maintain barricades, lights, danger signals, and warning signs as deemed appropriate by the Engineer.

When necessary, the Contractor shall provide and erect safe and adequate scaffolding and equipment, barriers, and masking, required for the proper execution of the work. All scaffolding shall be properly braced and erected to insure the safety of the workmen and meet all appropriate OSHA regulations.

The Contractor shall respond and provide manpower for any urgent graffiti removal and cleaning notifications within two (2) working days.

**Method of Payment:**

Full compensation for conformance with these Graffiti Removal and Cleaning requirements, including labor, equipment, materials, necessary traffic control, and incidentals, shall be paid at the lump sum price for Traffic Control System, and no additional compensation will be allowed therefor.

**ORDER OF WORK:**

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

Attention is directed to "Public Convenience" of these Special Provisions regarding access to the homes and business with driveways on Grant Street and Indiana Avenue. The Contractor shall coordinate with these occupants to make accommodations to provide continual access available.

Attention is directed to "Maintaining Traffic" of these special provisions. The intersection of Indiana Ave. and Grant St. may be closed to through traffic for 10 working days. The local residents must be accommodated at all times.

Attention is directed to "RELOCATE MAILBOX" of these special provisions. Contractor shall work directly with the local postmaster to make mail delivery available.

Attention is directed to "Clearing and Grubbing" of these Special Provisions regarding private improvements within the public right of way. There are several homes on Grant Street and on Indiana Avenue with private improvements within the public right of way. The Contractor shall work directly with the property owners to minimize the disturbance to the private improvements including driveways and decorative features. The contractor must provide to the Engineer proof that coordination and arrangements are made with the various property owners before the clearing and grubbing of private improvements.

Attention is directed to "Obstruction" of these Special Provisions regarding the presence of existing main, lateral and service utility facilities and potholing within the cut areas. The contractor is responsible to ascertain the exact locations of existing underground facilities, shown or not shown in the plans. No additional compensation is allowed for determining such locations of existing facilities.

### **COOPERATION:**

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

The Contractor is hereby advised to cooperate with utility companies (Home Gardens Sanitary District, Home Gardens County Water District, the Gas Company and/or others) for adjusting water valves, gas valves, manholes and other facilities to grade.

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

### **OBSTRUCTIONS:**

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

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

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

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

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

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

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

No excavation shall be made **within 4 feet of any other underground utilities**, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

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

Underground Service Alert	800-227-2600
Southern California Edison Company	909-357-6221
Southern California Gas Company	909-335-7561
Sprint Communication	909-873-8022
Verizon Communications	951-925-6253
Adelphia Communications	951-975-3402
Charter Communication	951-343-5100
MCI network Services	972-729-6016
Santa Ana Watershed	951-354-4220
AT & T California	714-666-5401
Time Warner Telecom	951-547-3830
Home Gardens County Water District	951-737-4741
Home Gardens Sanitary District	951-735-2368

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

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

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

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

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

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

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

1. Contractor shall coordinate all work with the utility owner.
2. Contractor shall be responsible for all costs and shall be responsible for any damage caused to the owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities, the Contractor shall notify the Engineer and the utility owner of that damage prior to performing additional work on the facility.
3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel plates, and if the Contract items of work include adjustment to final grade, the Contractor shall return the steel plates to the Utility owner's yard, or as otherwise arranged with the Utility owner.
5. Prior to paving or covering the plated utility facility, the Contractor shall tie-out the facility utilizing a method acceptable to the utility owner and provide notes and data of all covered facilities to both the utility owner and the Engineer.
6. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.
7. The requirements for lowering of surface facilities shall not apply to vaults. The Contractor shall notify the utility owner of the need to make adjustments to such major facilities.
8. The Contractor is reminded that the utility facilities are owned by public and private utility companies that operate their facilities within public rights of way. The utility owner's preferences with regards to the handling of its facilities shall be complied with to the greatest extent feasible.

**Method of Payment:**

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

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

## **WATER POLLUTION CONTROL (SANTA ANA RIVER BASIN):**

Throughout the term of this contract, the total land disturbance area of the project site shall be less than 1 acre. The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS 618033, hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Santa Ana Region. This Permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permit may be obtained at the office of the County of Riverside Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at:

<http://www.waterboards.ca.gov/santaana/>

The Contractor shall comply with the requirements of the Municipal Permit, and all other applicable federal, state and local laws, ordinances, statutes, rules, and regulations concerning water pollution control.

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

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

## **WATER POLLUTION CONTROL MEASURES**

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.
- B. Contractor's WPCP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's (CASQA) 2009 California Stormwater Quality BMP Handbook Subscription Portal (<http://www.cabmphandbooks.com>) or the Caltrans Construction Site BMP Manual (<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>). Contractor's WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.



- C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

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

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

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

- D. **Water Pollution Control Training:** Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):

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

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

**General Requirements:**

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

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending

against enforcement actions whether taken against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

Within fifteen (15) working days after the award of the contract, the Contractor shall submit two (2) copies of the WPCP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's WPCP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised WPCP that is reviewed and approved by the Engineer.

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

All BMP repairs shall be implemented by the Contractor within 72 hrs.

**Method of Payment:**

Payment for Water Pollution Control shall be on a lump sum basis and shall include full compensation for the work performed, including, developing, preparing, revising, obtaining approval of, and amending the WPCP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the Caltrans Handbooks, Municipal Permit and these Special Provisions, and as directed by the Engineer.

**STREET SWEEPING:**

**GENERAL**

**Summary**

This work includes street sweeping.

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

**Submittals**

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

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

### **Quality Control and Assurance**

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

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

## **CONSTRUCTION**

### **Street Sweepers**

Sweepers must use one of these technologies:

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

### **Operation**

Street sweeping shall be conducted at:

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

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

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

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

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

At least one sweeper, in good working order, must be available within 4 hours to be on the job site when sweeping work may be required.

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

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

**Method of Payment:**

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

**TRAFFIC CONTROL SYSTEM/ PUBLIC CONVENIENCE/ PUBLIC SAFETY:**

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

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

Construction staging, and traffic control plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the manual on Uniform Traffic Control Devices 2006 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Engineer for review and approval prior to submission of the required plans.

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

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2006 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the

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

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

Portable changeable message signs shall be furnished, placed, operated and maintained at those locations shown on the approved Traffic Control Plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications and these Special Provisions.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the Manual on Uniform Traffic Control Devices 2006 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

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

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

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600 or 811

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

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

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

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to prepare, print sufficient copies, and distribute the letter. A computer file of the logo may be obtained from the Engineer in .WPG, .DXF, .DGN or .DWG format. The letter shall be similar to the sample provided

by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

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

**Method of Payment:**

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

**MAINTAINING TRAFFIC:**

Maintaining traffic shall conform to the provisions in Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety" and Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications and "Public Safety" of these Special Provisions.

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.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system. Lane closure is allowed only during contractor's work hours. All traveled lanes must be opened to traffic during non working hours excluding reconstruction area.

Attention is directed to Liquidated Damages of these Special Provisions for delays.

Closure shall conform to the provisions in "Traffic Control System" of these Special Provisions.

Local authorities shall be notified at least five (5) business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed.

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER

WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations are required on traffic control plan, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the County and if the work can be expedited and better serve the public traffic.

Designated legal holidays are January 1<sup>st</sup>, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, October 10, November 11<sup>th</sup>, Thanksgiving Day, and December 25<sup>th</sup>. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11<sup>th</sup> falls on a Saturday, the preceding Friday shall be a designated legal holiday.

**Method of Payment:**

Full compensation for furnishing, erecting, maintaining, removing and disposing of the C43 (CA), W20-1, W21-5b and C24 (CA) signs shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

**DEVELOP WATER SUPPLY:**

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

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

**Method of Payment:**

Full compensation for developing water supply and furnishing watering equipment shall be paid for on a lump sum basis and no additional compensation will be allowed therefore.

**CLEARING AND GRUBBING:**

Clearing and grubbing shall conform to the provisions in Section 16 of the Standard Specifications. Shrubs and bushes shall be trimmed or removed as directed by the Engineer and disposed of completely.

Removed vegetation and hardscape shall be the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 7-1.13 of the Standard Specifications.

**Method of Payment:**

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

### **COLD PLANE AND WEDGE PLANE ASPHALT CONCRETE PAVEMENT:**

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

The Contractor shall wedge plane 6 feet adjacent to the concrete curb and gutter to a depth as shown on the plans below the lip of the gutter and a depth of 0.027 foot six feet from the gutter or as directed by the Engineer.

The cold plane machine shall have a cutter head at least 72 inches wide and shall be operated so as not to produce fumes or smoke.

The depth, width and shape of the cut shall be as indicated on the plans. The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way shall become the property of the Contractor and shall be immediately removed from the site of the work and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way", of the Standard Specifications. The removal crew shall follow within 50 feet of the planer, unless otherwise directed by the Engineer.

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

#### **Method of Payment:**

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

### **ROUT AND SEAL RANDOM CRACKS:**

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

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



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

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

### **APPLICATION OF HERBICIDE AND WEED REMOVAL**

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

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

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

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

Herbicide shall be applied by a Contractor that is properly licensed to do this work.

### **Method of Payment:**

Payment for Rout And Seal Random Cracks shall be considered as included in the Lump Sum bid priced paid for Clearing and Grubbing which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required for cracks routing, cracks cleaning, sweeping and application of herbicide and sealant, as directed by the Engineer and no additional compensation will be allowed therefor.

## **ROADWAY EXCAVATION:**

Roadway excavation shall conform to the provisions of Section 19 of the Standard Specifications and these Special Provisions.

At road connections and at limits of asphalt paving, existing pavement shall be header cut as shown on the plans or as directed by the Engineer. Full compensation for furnishing all labor, tools and doing all the work necessary including grinding, and sawcutting shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

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

Removal and disposal of existing asphalt concrete dike, concrete Curb and Gutter, and concrete or AC driveways, shall be considered as included in Roadway Excavation for payment purposes. No additional compensation will be allowed.

### **Relative Compaction:**

Relative compaction shall conform to the provisions of Section 19-5.03, "Relative Compaction (95 Percent)" of the Standard Specifications, these Special Provisions and/or as directed by the Engineer.

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

### **Method of Payment:**

The contract unit bid price paid per cubic yard for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Roadway Excavation, including sawcutting, hauling, excavation and compaction, removal and disposal of AC dike, concrete curb and gutter, and driveways as directed by the Engineer, and no additional compensation will be allowed therefor.

**AGGREGATE BASE:**

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

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

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

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

**QUALITY REQUIREMENTS**

Test	Contract Compliance
<u>Resistance (R-Value)</u>	
Virgin Rock	78 Minimum
Crushed Miscellaneous	80 Minimum
<u>Sand Equivalent</u>	
Virgin Rock	25 Minimum
Crushed Miscellaneous	35 Minimum
<u>Durability Index</u>	35 Minimum
<u>Percentage Wear</u>	
100 Revolutions	15 Maximum
500 Revolutions	52 Maximum

**Method of Payment:**

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

**HOT MIX ASPHALT CONCRETE (Type A):**

The asphalt concrete shall be Type "A" and shall conform to the requirements of Section 39 of the Standard Specifications and the following:

Aggregate grading shall be three-quarter inch (3/4") maximum.

The asphalt lift thickness table, as shown in Section 39-6.01, "General Requirements" of the Standard Specifications, is revised as follows:

Total Thickness Shown on Plans	Minimum No. of Layers	Top Layer Thickness (foot)		Next Lower Layer Thickness (foot)		All Other Lower Layer Thickness (foot)	
		Min.	Max.	Min.	Max.	Min.	Max.
0.24-foot or less <sup>a</sup>	1	-	-	-	-	-	-
0.25-foot	2 <sup>b</sup>	0.12	0.13	0.12	0.13	-	-
0.26 - 0.46 foot	2	0.12	0.21	0.14	0.25	-	-
0.47-foot or more	3 or more	0.15	0.21	0.15	0.25	0.17	0.25

Footnotes to asphalt thickness table are revised as follows:

- a. No Change.
- b. One layer of 0.25 foot thick may be placed as approved by the Engineer. When the Traffic Index specified is 5.5 or below, two layers shall be placed.

**Asphalts:**

Asphalt shall conform to the provisions in this Section, "Asphalts". Section 92, "Asphalts" of the Standard Specifications shall not apply.

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- 1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin;
- 2. Free from water;
- 3. Homogeneous.

**General:**

The Contractor shall furnish asphalt in conformance with the State of California Department of transportation's Certification Program for Suppliers of Asphalt". The Department maintains the program requirements, procedures, and a list of approved suppliers at <http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>.

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

**Grade:**

Performance graded (PG) asphalt binder shall conform to the following:

Property	AASHTO Test Method	Specification Grade		
		PG 64-10	PG 64-16	PG 70-10
<b>Original Binder</b>				
Flash Point, Minimum °C	T48	230	230	230
Solubility, Minimum % <sup>b</sup>	T44	99	99	99
Viscosity at 135 °C, Maximum, Pa·s	T316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum $G^*/\sin(\delta)$ , kPa	T315	64 1.00	64 1.00	70 1.00
RTFO Test <sup>e</sup> , Mass Loss, Maximum, %	T240	1.00	1.00	1.00
<b>RTFO Test Aged Binder</b>				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum $G^*/\sin(\delta)$ , kPa	T315	64 2.20	64 2.20	70 2.20
Ductility at 25 °C Minimum, cm	T51	75	75	75
PAV <sup>f</sup> Aging, Temperature, °C	R28	100	100	110
<b>RTFO Test and PAV Aged Binder</b>				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum $G^*/\sin(\delta)$ , kPa	T315	31 <sup>d</sup> 5000	28 <sup>d</sup> 5000	34 <sup>d</sup> 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T313	0 300 0.300	-6 300 0.300	0 300 0.300

**Notes:**

- a. Not used.
- b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by Department's "Certification Program for Suppliers of Asphalt".
- c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3 °C higher if it fails at the specified test temperature.  $G^*\sin(\delta)$  shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D2827.
- f. "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder <sup>a</sup>				
Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
Original Binder				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44 <sup>c</sup>	98.5	98.5	98.5
Viscosity at 135°C, <sup>d</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery <sup>f</sup> , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV <sup>g</sup> Aging, Temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

**Notes:**

- a. Do not modify PG Polymer Modifier using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt".
- c. The Department allows ASTM D5546 instead of AASHTO T44.
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G\*/sin(delta) is 2.2 kPa. A graph of log G\*/sin(delta) plotted against temperature may be used to determine the test temperature when G\*/sin(delta) is 2.2 Kpa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G\*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G\*/sin(delta) is 2.2 kPa.
- f. Test without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

**Sampling:**

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 24 and 30 inches above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

1. With a diameter between 1/2 and 3/4 inches;
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations;
3. Maintained in good condition.

**Replace Failed Valves:**

In the presence of the Engineer, the Contractor shall take 2 one-quart samples per operating day. The Contractor shall provide round friction top containers with one-quart capacity for storing samples.

**Applying Asphalt:**

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Section 93, "Liquid Asphalts" of the Standard Specifications.

Section 39-2.01, "Asphalts" is replaced in its entirety with the followings:

Asphalt binder to be mixed with aggregate shall conform to the provisions in "Asphalts" of these Special Provisions.

The grade of asphalt binder shall be PG 70-10.

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts" of the Standard Specifications and shall be Grade 64-10 unless otherwise designated by the contract item or otherwise specified in the Special Provisions.

Asphaltic emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsion" of the Standard Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer.

Section 39-3.01B (1) shall be amended to include:

Aggregate of the 3/4 inch or 1/2 inch maximum size and aggregate for asphalt concrete base shall be separated into 3 or more sizes and each size shall be stored in separate bins. If 3 sizes are used, one bin shall contain that portion of the material which will pass the maximum size specified and be retained on a 3/8 inch sieve; one bin shall contain that portion of the material which will pass a 3/8

inch sieve and be retained on a No. 8 sieve; and one bin shall contain that portion of the material which will pass a No. 8 sieve.

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

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

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

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

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

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

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

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

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



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

### **General Criteria For Profiling:**

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

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

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

1. Pavement with a total thickness less than 0.24 foot;
2. Pavement on horizontal curves with a centerline curve radius of less than 1,000 feet and the pavement within the superelevation transition on those curves;
3. Pavement placed in a single lift when required by the Special Provisions;
4. Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-6.02, "Spreading" of the Standard Specifications;
5. Pavement for ramps and connectors with steep grades and high rates of superelevation, as determined by the Engineer;
6. Shoulders and miscellaneous areas.

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

Pavements profiled shall conform to the following Profile Index requirements:

1. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 2,000 feet or more shall have a Profile Index of 0.16 foot or less for each 330 feet section profiled;
2. Pavement on horizontal curves having a centerline curve radius of 1,000 feet or more but less than 2,000 feet, including the pavement within the superelevation transition of these curves, shall have a Profile Index of 0.32 foot or less for each 330 feet section profile;

3. Pavement within any 330 feet section, containing high point areas with deviations in excess of 0.025 foot in a length of 25 feet or less, when tested in conformance with the requirements in California Test 526, shall be corrected by the Contractor regardless of the Profile Index.

The Contractor shall complete initial runs of the profilograph prior to opening the pavement to public traffic. If initial profiles cannot be made prior to opening the pavement to public traffic, the initial runs of the profilograph shall be made the next day that traffic control is permitted for the area to be profiled.

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

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

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

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

**Method of Payment:**

The contract bid price paid per ton for Hot mix Asphalt shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved including the furnishing and applying asphaltic emulsion (paint binder).

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

The placing of Asphalt Concrete dike shall be paid per linear foot, and the asphalt concrete material quantities used for dike will be paid at the contract price per ton for asphalt concrete.

At road connections and at limits of asphalt paving, existing pavement shall be header cut as shown on the plans or as directed by the Engineer. Full compensation for furnishing all labor, tools and

doing all the work necessary including grinding, and sawcutting shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

**COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:**

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390130	Hot Mix Asphalt

The compensation payable for asphalt binder used in hot mix asphalt will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (Iu/Ib is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (Iu/Ib - 1.10) Ib$$

- C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (Iu/Ib - 0.90) Ib$$

- D. Where:

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt hot mix asphalt rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tons of asphalt binder that was used in producing the quantity of hot mix asphalt shown under "This Estimate" on the monthly estimate using the amount of asphalt binder determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments

and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.

- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at: [http://www.dot.ca.gov/hq/esc/oe/asphalt\\_index/astable.html](http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html).

**ASPHALT CONCRETE DIKE AND MISCELLANEOUS AREA:**

Asphalt concrete dikes shall be constructed in accordance to the plans, Standard Plans and Specifications, Riverside County Road Improvement Standards and Specifications, as specified and as directed by the Engineer.

The pay quantity of asphalt concrete dikes shall be for placement, and shall be paid for as a separate item of work in addition to the price paid for the asphalt concrete material.

The transition of AC dike shall be paid in the same manner as placement of AC dike.

The asphalt concrete shall be Type "A" and shall conform to the requirements of Section 39 of the Standard Specifications and aggregate grading shall be three-quarter inch (3/4") maximum.

Asphalt binder to be mixed with the aggregate shall be PG 70-10 in accordance with the Special Provision for Asphalt, or as directed by the Engineer.

For payment purposes, removal and disposal of existing asphalt concrete dike shall be considered as included in the contract bid price paid per cubic yard for Roadway Excavation. No additional compensation will be allowed.

**Method of Payment:**

The contract unit bid price paid per linear foot for Asphalt Concrete Dike and per square yard for Place Asphalt Concrete (Miscellaneous Area) shall include full compensation for furnishing all

labor, material other than asphalt concrete, tools, and equipment and for doing all the work involved in placing and compacting the dikes, and no additional compensation will be allowed therefor.

**MINOR CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY APPROACH, CROSS-GUTTER, SPANDREL, CURB RAMP):**

Concrete curb, gutter, sidewalk, driveway approaches, cross-gutter, spandrels, and curb ramps shall be constructed in accordance with the County Road Improvement Standards and Specifications, and in conformance with Section 51, 73 and 90 of Standard Specifications, except as herein modified:

Class 2 concrete shall be used for cross-gutter and spandrels.

Class 3 concrete shall be used for driveway approaches, curb, gutter, sidewalk, and curb ramps.

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

The placement of aggregate base material is required under all concrete in accordance with County Road Improvement Standards and Specifications.

Excess material resulting from the excavation of the subgrade shall be disposed of as elsewhere provided in these Special Specifications. Full compensation for the removal of existing concrete and/or asphalt concrete structures as shown on the plan to be removed shall be included in the contract lump sum price paid for Roadway Excavation.

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

Construction of curb, gutter, sidewalk, driveway approaches, cross-gutter, spandrels, and curb ramps, shall include, but not be limited to, the following:

- 1) Removal and disposal of existing sidewalk, curb, and/or curb and gutter, and existing soil and aggregate as required;
- 2) Establishing grades, and assuring that all grades are met;
- 3) Performing all grading and compaction – including all required aggregate import, as directed by the Engineer and in accordance with County Standards;
- 4) Construction of new curb, gutter, sidewalk, driveway approaches, cross-gutter, spandrels, and curb ramps;
- 5) All scoring/grooving and required saw cutting;
- 6) Repair of existing asphalt and PCC surfacing;
- 7) Installing 1/2" wide expansion joints;
- 8) All landscaping, and related work, to return the area adjacent to the curb ramp, Curb and gutter, driveway approaches and driveways to its original condition and to conform the area to the new improvements;

At a minimum, the area from the BCR to ECR shall meet all required ADA standards. Therefore, to conform to existing conditions and/or to achieve the required four-foot level area (maximum of

2.0% crossfall) at the top portion of the curb ramp, it may be necessary to extend the work beyond the BCR/ECR in certain instances.

The area behind and along the sidewalk shall be filled and compacted with native or select material and graded to match and provide a smooth transition from the back of sidewalk, to the satisfaction of the Engineer.

Full compensation for the construction of driveway approaches shall include the replacing or cutting the curb and gutter including wings and minor concrete tie-in as directed by the Engineer to complete the driveway installation and no additional compensation will be allowed.

Full compensation for the sidewalk construction shall include the areas adjacent to the planters as directed by the Engineer and no additional compensation will be allowed therefor.

Full compensation for the sidewalk construction shall include the placing of private drain through concrete curb to tie in existing drain pipe as directed by the Engineer and no additional compensation will be allowed therefor.

**Method of Payment:**

The contract unit bid prices paid per each for Driveway Approach and Curb Ramps of the types specified in the bid items list and plans; per square foot for Cross-Gutter and Spandrel, and Sidewalk; and per linear foot for Curb and Gutter, shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in the construction and complete in place including the furnishing and placing of expansion joints, and removal of existing curb shown on the plan to be removed, no additional compensation will be allowed therefor.

**UNDER SIDEWALK DRAIN:**

Under sidewalk drains shall conform to the County of Riverside Road Improvement Standards and Specifications, and as directed by the Engineer.

**Method of Payment:**

The contract unit bid price paid per each for Curb Drain shall include full compensation for furnishing all labor, materials, tools, equipment, and complete in place and no additional compensation will be allowed therefor.

**FINISHING ROADWAY:**

Finishing roadway shall conform to Section 22 of the Standard Specifications and these Special Provisions.

**Method of Payment:**

Full compensation for finishing roadway shall be paid for on a lump sum basis and no additional compensation will be allowed therefore.

### **THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING:**

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

#### **Method of Payment:**

The contract price paid per square foot for Thermoplastic Crosswalk and Pavement Marking shall be paid by the square foot price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work necessary to place the pavement markings complete in place and no additional compensation will be allowed.

### **PAINT TRAFFIC STRIPE:**

Painting traffic stripe shall conform to the provisions in Sections 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions.

Traffic striping shall be applied in two coats with airless equipment and shall be performed with a roadliner truck mounted striping machine. Where the configuration or location of a traffic stripe is such that the use of a roadliner truck mounted striping machine is unsuitable, traffic striping and glass spheres may be applied by other methods and equipment approved by the Engineer.

Newly painted traffic striping shall be protected from damage by public traffic or other causes until the paint is thoroughly dry. Any newly painted traffic striping which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted by the Contractor and any associated removals shall be performed as called for in these Special Provisions.

#### **Method of Payment:**

The contract price paid per linear foot for Paint Traffic Stripe (2 Coats) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting traffic stripe (regardless of the number, widths, and types of individual stripes involved in each traffic stripe) including any necessary cat tracks, dribble lines any layout work, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**HOME GARDENS SANITARY DISTRICT - SEWER MANHOLE ADJUST TO FINAL GRADE, OR FRAME AND COVER REPLACEMENT AND ADJUST TO FINAL GRADE:**

**PART 1- GENERAL**

**A. Description**

This section includes materials and installation for the adjustment of existing or replacement manhole frames and covers to grade to accommodate paving work. Home Gardens Sanitary District Standard Drawings No. S-1 and S-2 are attached and are made a part hereof.

**B. Related Work Specified Elsewhere**

Pavement and concrete shall be as specified in the associated Sections for that work.

**C. Submittals**

1. Shop drawings shall be submitted in accord with the General Provisions.
2. Submit manufacturer's catalog and test data on replacement frames, and covers, dimensions and materials of construction by ASTM reference and grade, and manhole cover lettering and pattern.

**PART 2 – MATERIALS**

**A. Replacement Frames and Covers**

1. General Requirements: Manhole frames and covers shall be made of ductile iron conforming to ASTM A 536, Class 400, or cast iron conforming to ASTM A 48, Class 30. Casting shall be smooth, clean, and free from blisters, blowholes, and shrinkage. Frames and covers shall be of the traffic type, designed for H-20 loading.
2. Fit and Matchmarking: Each manhole cover shall be ground or otherwise finished so that it will fit in its frame without rocking. Frames and covers shall be matchmarked in sets before shipping to the site.
3. Cover Inscription: Covers shall have the words "HGSD" and "SEWER" cast thereon as shown in Standard Drawing No. S-1. No other lettering on the top side shall be permitted. Cast letters shall be 1 1/2-inches and the relief depth shall be at least 3/16-inch. Top surface of the letters and diamond tread pattern shall be flush with the outer ring edge and the frame top surfaces.
4. Inspection and Coating: Before leaving the foundry, castings shall be cleaned and subjected to a hammer inspection. Castings shall then be dipped twice in a preparation of asphalt or coal tar and oil applied at a temperature of not less than 290°F, not more than 310°F, and in such a manner as to form a firm and tenacious coating.



## **PART 3 – EXECUTION**

### **A. Work Within Existing Manholes**

Any proposed work inside an existing manhole that is part of a wastewater system in service, shall not be undertaken until all the tests and safety provisions of Article 4, Section 1532 "Confined Spaces" State of California Construction Safety Orders have been made.

### **B. Adjustment of Existing or Replacement Frame and Cover Sets To Grade**

1. Sewer manhole frames and covers within the area to be paved or graded shall be set to finish grade by the Contractor. The Contractor shall remove all debris from the interior of manholes and shall clean all foreign material from the top of the frames and covers.
2. In the case of portland cement concrete pavement, manhole frames shall be set to finish grade before paving. Repaving required as a result of reconstructing or adjusting all manhole and vault frames and covers to grade shall be the responsibility of the Contractor and the cost thereof shall be included in the bid item for pavement.
3. Frame and cover sets 2-inches or more above the new subgrade shall be removed by the Contractor to the new subgrade before paving. Frame and cover sets projecting less than 2-inches above the subgrade may be paved over and later adjusted to grade.
4. All manholes from which frames and covers have been removed to facilitate paving shall be temporarily covered with a steel plate by the Contractor. Where portland cement concrete pavement is to be constructed, all remodeling or reconstruction shall be completed to finish permanent surface prior to paving operations.
5. After the pavement has been completed, the necessary portions of the subgrade, base, and pavement shall be neatly removed, the structure built up, and the manhole frame and cover set to be backfilled to within 1-1/2 inches of the surface with portland cement concrete. The Contractor shall fill the remaining 1-1/2 inches with an asphalt concrete wearing surface mixture to match the project surface course, with tack coat applied to the Portland cement concrete surface. This material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement.
6. The manhole frame shall be secured to the grade ring with grout and cement mortar. After the frames are securely set, the frames and the covers shall be cleaned and scraped free of foreign materials, and shall be ground or otherwise finished as needed so the cover fits in its frame without rocking.

#### **Method of Payment:**

Payment shall be on a unit price basis per manhole and shall include full compensation for furnishing all labor, equipment, materials except as provided herein, furnishing all work required to Adjust Frame and Cover To Grade or Remodel Manhole [Cover and Frame] complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

## **ATTACHMENTS**

### **APPENDIX A – SPECIAL FEDERAL REQUIREMENTS**

**SPECIAL FEDERAL PROVISIONS**  
**CONSTRUCTION BID DOCUMENT**

**Community Development Block Grant**  
**Construction Activities**

**Last Date of Revision: October 24, 2012**

## **SPECIAL FEDERAL PROVISIONS DOCUMENT INDEX**

### **General Information**

1. General Summary
2. Exhibit B-1 Federal Labor Standards Provisions (HUD 4010)
3. Exhibit B-2 Federal Prevailing Wage Decision (CA 120036, Mod. No. 14, 11/16/2012)
4. Exhibit B-3 Project Sign

### **Bid Forms**

Exhibit B-4, Exhibit B-7 and Exhibit B-8 can be found on pages B7, B8 and B9 of these Special Provisions respectively.

The apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the following bid forms to the County. These bid forms must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

If the Contractor does not submit the forms within the specified time, the County will find the Contractor's bid non-responsive

5. Exhibit B-5 County of Riverside Section 3 Affirmative Action Program  
(Applicable for Projects \$100,000 or more)
6. Exhibit B-6 Bidder's Certification for Section 3 Compliance  
(Required for Projects \$100,000 or more)
7. Exhibit B-6 (SUB) Subcontractor Certification for Section 3 Compliance  
(Required for Projects \$100,000 or more)
8. Exhibit B-9 List of Subcontractors and Suppliers (Required for all Projects)

### **Post-Award Forms**

9. PA-3 Subcontractor Questionnaire (Required for all Projects)
10. PA-4 Subcontractor Certification Regarding Non-segregated Facilities (Required for all Projects)
11. PA-5 Section 3 Summary Report (Required for Projects \$100,000 or more)
12. PA-6 Davis-Bacon Classifications and Pay Rates (Required for all Projects)

## GENERAL SUMMARY

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in their entirety.

1. The Contractor and the Subcontractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barriers Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.
2. The Contractor and the Subcontractor(s) shall allow all authorized Federal, State Comptroller, and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All relevant records must be retained for at least four years.
3. The Contractor and the Subcontractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.
4. The Contractor and the Subcontractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.
5. The Contractor and the Subcontractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant thereto and any amendment thereof.
6. The Contractor and the Subcontractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.
7. For projects \$100,000 or over, the Contractor and the Subcontractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 92-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.
8. For projects \$2,000 or over, the Contractor and the Subcontractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, Exhibit B-1 and B-2 entitled "Federal Labor Standards Provisions" and "Federal Prevailing Wage Decision" respectively are herewith attached.
9. The Contractor and Subcontractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. Exhibit B-1 contains the key provisions of the said act.

10. For construction projects \$2,000 or over, or other projects \$2,500 or more which utilize mechanics or laborers the Contractor and the Subcontractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.
11. For projects \$25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.
12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Economic Development Agency and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.
13. The Contractor must complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4** and submit with the bid.
14. Wherever applicable, the Contractor and the Subcontractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.
15. For projects \$100,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**.)
16. The Contractor and the Subcontractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 125) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Subcontractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5, B-6, and PA-6**. The Contractor must submit **Exhibit B-6**, for all projects over \$100,000, as part of the bid package.
17. The Contractor must submit the attached, **Exhibit B-7**, certification that "he/she fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects", as part of the bid package.

18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR570.601) issued pursuant thereto and any amendments thereof.
19. For projects \$100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less than 5% of the total contract price, along with the bid.
20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment Exhibit B-6 and B-6 Sub entitled, "Contractor Certification for Affirmative Action," and submit with bid for all projects \$100,000 and over.
21. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
22. The Contractor must submit Questionnaire Regarding Bidders Exhibit B-8 and List of Sub-contractors Exhibit B-9 as part of the bid package. These forms are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.
23. The Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [ 53 FR 8068,8087, Mar. 11, 1988, as amended at 60 FR 19639,19642, April 19, 1995]
24. Contractor must comply with awarding agency (HUD) requirements and regulations pertaining to copyrights and rights in data.
25. Contractor will comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
26. Contractor will comply with notice of awarding agency requirements and regulations pertaining to reporting.

## Federal Labor Standards Provisions

### U.S. Department of Housing and Urban Development - Office of Labor Relations.

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of

the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the



work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Department of Labor Wage and Hour Division Web site: [www.dol.gov/esa/whd/forms](http://www.dol.gov/esa/whd/forms), or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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**Form HUD-4010 (June 2009)**

## **Addendum to HUD's Federal Labor Standards Provisions FORM 4010**

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **(the applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(i)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired by contractor or subcontractors provided said payroll complies with *29 CFR 5.5(a)(3)(i)*. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **(applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency, the

contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency **(or the applicant, sponsor, or owner)**.

**Submittal of Photocopied Payrolls:**

The submittal of photocopies or other automated duplication of the contractor's regular payrolls containing all of the required information pertinent to the CDBG-funded project is sufficient to satisfy the payroll data requirements pursuant to 29 CFR 5.5 (a)(3)(ii)(A).

**FEDERAL PREVAILING WAGE DECISION**

( CA 120036 mod.11/16/2012 )

Insert most recent (10 days prior to bid opening) wage decision at this point.

2-1 LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal labor standards requires a series of specific actions . . . prior to the actual start of construction. Those actions are:

- a. obtaining an applicable wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals . . .
- c. including appropriate labor standards provisions and the wage determination in the construction contract; ...

2-2 CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by Federal labor standards must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

*Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs; paragraph 2-1, section 1 paragraph 1-1.*

**OBTAINING WAGE DETERMINATIONS**

Project wage determinations are obtained through the submission of Standard Form SF-308 to the Department of Labor (DOL) by the:

County of Riverside Economic Development Agency

The Agency will submit the appropriate form to the HUD Field Office Labor Relations Staff for the most current wage decision effective 10 days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination. Allow a least 30 days for processing such requests to HUD.

## Federal Prevailing Wage Decision

General Decision Number: CA120036 11/16/2012 CA36

Superseded General Decision Number: CA20100036

State: California

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

County: Riverside County in California.

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

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	03/30/2012
3	04/20/2012
4	04/27/2012
5	05/04/2012
6	05/18/2012
7	06/08/2012
8	07/13/2012
9	08/03/2012
10	09/14/2012
11	10/12/2012
12	10/19/2012
13	11/02/2012
14	11/16/2012

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

BOIL0092-003 05/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 41.26	25.27

\* BRCA0004-011 05/01/2012

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.96	11.32

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 27.04	10.66
TILE FINISHER.....	\$ 22.37	9.19
TILE LAYER.....	\$ 33.55	13.55

BRCA0018-010 09/01/2009

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

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	10.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal

lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0409-002 07/01/2008

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

Amounts in "Rates" column are per day

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 CARP0409-005 07/01/2010

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

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 ELEC0011-002 05/28/2012

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	3%+11.75
Technician.....	\$ 29.05	3%+11.80

SCOPE OF WORK:

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

cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

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 ELEC0440-001 12/01/2011

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 35.70	3%+17.94
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 35.70	3%+17.94
Technician.....	\$ 26.77	3%+17.94

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.  
 Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

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 ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

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

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 ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.73	23.535

FOOTNOTE:

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



	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 37.40	20.00
GROUP 2.....	\$ 38.18	20.00
GROUP 3.....	\$ 38.47	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 41.06	20.00
GROUP 6.....	\$ 40.18	20.00
GROUP 8.....	\$ 41.39	20.00
GROUP 9.....	\$ 40.41	20.00
GROUP 10.....	\$ 40.41	20.00
GROUP 11.....	\$ 40.58	20.00
GROUP 12.....	\$ 40.58	20.00
GROUP 13.....	\$ 40.68	20.00
GROUP 14.....	\$ 40.71	20.00
GROUP 15.....	\$ 40.79	20.00
GROUP 16.....	\$ 40.91	20.00
GROUP 17.....	\$ 41.08	20.00
GROUP 18.....	\$ 41.18	20.00
GROUP 19.....	\$ 41.29	20.00
GROUP 20.....	\$ 41.41	20.00
GROUP 21.....	\$ 41.58	20.00
GROUP 22.....	\$ 41.68	20.00
GROUP 23.....	\$ 41.79	20.00
GROUP 24.....	\$ 41.91	20.00
GROUP 25.....	\$ 42.08	20.00
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.75	20.00
GROUP 2.....	\$ 39.53	20.00
GROUP 3.....	\$ 39.82	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 40.18	20.00
GROUP 6.....	\$ 40.29	20.00
GROUP 7.....	\$ 40.41	20.00
GROUP 8.....	\$ 40.58	20.00
GROUP 9.....	\$ 40.75	20.00
GROUP 10.....	\$ 41.75	20.00
GROUP 11.....	\$ 42.75	20.00
GROUP 12.....	\$ 43.75	20.00
GROUP 13.....	\$ 44.75	20.00
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 39.25	20.00
GROUP 2.....	\$ 40.03	20.00
GROUP 3.....	\$ 40.32	20.00
GROUP 4.....	\$ 40.46	20.00
GROUP 5.....	\$ 40.68	20.00
GROUP 6.....	\$ 40.79	20.00
GROUP 7.....	\$ 40.91	20.00

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,

Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics  
Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp  
Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch  
Witch, with seat or similar type equipment; Elevator  
operator-inside; Engineer Oiler; Forklift operator  
(includes loed, lull or similar types under 5 tons;  
Generator operator; Generator, pump or compressor plant  
operator; Pump operator; Signalman; Switchman

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

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

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

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

GROUP 6: Articulating material hauler; Asphalt plant  
engineer; Batch plant operator; Bit sharpener; Concrete  
joint machine operator (canal and similar type); Concrete  
planer operator; Dandy digger; Deck engine operator;  
Derrickman (oilfield type); Drilling machine operator,  
bucket or auger types (Calweld 100 bucket or similar types  
- Watson 1000 auger or similar types - Texoma 330, 500 or

600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with

the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and

including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S,

R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of



T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

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 IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing		

and Structural.....\$ 33.00

24.985

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-001 07/01/2012

	Rates	Fringes
Brick Tender.....	\$ 27.17	17.36

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LABO0300-003 07/01/2012

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 33.69	17.35
GROUP 2.....	\$ 34.01	17.35
GROUP 3.....	\$ 34.47	17.35
GROUP 4.....	\$ 35.16	17.35
LABORER		
GROUP 1.....	\$ 28.09	15.77
GROUP 2.....	\$ 28.64	15.77
GROUP 3.....	\$ 29.19	15.77
GROUP 4.....	\$ 30.74	15.77
GROUP 5.....	\$ 31.09	15.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that

work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter;

Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

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LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO1184-001 08/01/2012

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 29.01	11.68
(2) Vehicle Operator/Hauler.	\$ 29.18	11.68
(3) Horizontal Directional Drill Operator.....	\$ 31.03	11.68
(4) Electronic Tracking Locator.....	\$ 33.03	11.68
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 29.96	14.38
GROUP 2.....	\$ 31.26	14.38
GROUP 3.....	\$ 33.27	14.38
GROUP 4.....	\$ 35.01	14.38

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all

related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-001 01/01/2012

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 10/01/2012

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	14.31

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PAIN0036-015 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.95	19.83

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 05/01/2012

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

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PLAS0200-009 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

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PLAS0500-002 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.50	18.72

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PLUM0016-001 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 41.60	19.68
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 40.33	18.70
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 32.49	17.03

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PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

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\* ROOF0036-002 08/01/2012

	Rates	Fringes
ROOFER.....	\$ 34.65	11.38

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669-002 04/01/2012

Rates	Fringes
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SPRINKLER FITTER.....\$ 32.33 19.40

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SHEE0105-003 07/01/2012

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.45	20.41
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 35.75	26.41

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TEAM0011-002 07/01/2012

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.29	21.69
GROUP 2.....	\$ 27.44	21.69
GROUP 3.....	\$ 27.57	21.69
GROUP 4.....	\$ 27.76	21.69
GROUP 5.....	\$ 27.79	21.69
GROUP 6.....	\$ 27.82	21.69
GROUP 7.....	\$ 28.07	21.69
GROUP 8.....	\$ 28.32	21.69
GROUP 9.....	\$ 28.52	21.69
GROUP 10.....	\$ 28.82	21.69
GROUP 11.....	\$ 29.35	21.69
GROUP 12.....	\$ 29.75	21.69

WORK ON ALL MILITARY BASES:  
PREMIUM PAY: \$3.00 per hour additional.  
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom



GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**PROJECT SIGN**

(For Community Development Block Grant Funded Projects)  
**Required for all Projects \$25,000 or over**  
(4' X 8')

COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY & TRANSPORTATION DEPARTMENT  
(White letters on red background)

SUPERVISOR'S NAME

DISTRICT

PROJECT NAME

PROJECT COST

SPONSOR

CONTRACTOR

ARCHITECT/ENGINEER

(Blue letters on white background)

FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER  
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN  
DEVELOPMENT ACT OF 1968, AS AMENDED

(White letters on blue background)

**COUNTY OF RIVERSIDE  
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS  
AND  
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

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## AFFIRMATIVE ACTION POLICY STATEMENT

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The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. Lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. Insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. Insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. Provide a system to periodically monitor and evaluate the effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

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## II DEFINITION OF TERMS

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1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.5.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are fifty-one (51) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.5.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

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## III SPECIFIC AFFIRMATIVE ACTION STEPS

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In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least as extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, *12 U.S.C. 1701u*. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for, or recipient of, the Federal financial assistance, take appropriate action pursuant to the sub-tier contract upon finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

All contractors and their subcontractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Plan should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
  2. Goals (in percentage) relative to utilization of lower income persons in project area.
  3. Goals relative to the project dollar amount of subcontractors to be awarded to project area business.
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## IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

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In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

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## V PROGRAM EVALUATION

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Pursuant to Section 3 requirements (24 CFR 135.72,) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and subcontractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

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## VI COMPLAINT PROCEDURE

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### Who may file a complaint?

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;

2. Any Section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

**Where to file a complaint?**

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Washington, DC, 20410.

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Questions regarding Section 3 compliance, procedures for filing a complaint, or the County of Riverside's Affirmative Action Program, should be addressed to:

Economic Development Agency  
CDBG Program Administrator - Section 3 Program  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

**(951) 955-8916**

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**  
**(Housing and Community Development Act of 1968)**

Project Title: \_\_\_\_\_ Amount of Bid: \_\_\_\_\_

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency. \_\_\_\_\_

Initial Here

Complete your proposed workforce plan for this project below:

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Subcontractor Database prior to selecting any subcontractor for my bid submittal. \_\_\_\_\_

Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors. \_\_\_\_\_

Initial Here

**Complete your Subcontracting Plan for this project below:**

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	/ 30% EMPLOYEE

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**  
 (Housing and Community Development Act of 1968)

Project Title: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency. \_\_\_\_\_

Initial Here

Complete your proposed workforce plan for this project below:

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.

**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

**This form is to be completed and submitted with the bid package.**

# **POST CONTRACT AWARD FORMS**



<b>SUBCONTRACTOR QUESTIONNAIRE</b>
------------------------------------

Subcontractor has been engaged in the contracting business under the present name of: \_\_\_\_\_  
 \_\_\_\_\_, since \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_ **Amount of Subcontract \$** \_\_\_\_\_

**State of California Contractor's License No.:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

**ECONOMIC DEVELOPMENT AGENCY  
COMMUNITY SERVICES DIVISION**

**CDBG / ESG / HOME PROGRAMS  
Contractor / Sub-Contractor Questionnaire**

EDA Use Only

Project Name: \_\_\_\_\_

File # \_\_\_\_\_

Note: The information requested is used to compile data required by HUD for Federally funded projects. The information is used by HUD to monitor and evaluate Minority Business Enterprise activities against the total program activity and the designated minority business enterprise (MBE) goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

Project Name: \_\_\_\_\_

Amount of Contract or Subcontract	Contractor or Subcontractor Business Racial / Ethnic (see below)	Type of Business 1-9	Woman Owned Business (Y or N)	Prime Contractor Identification (ID) Number	Subcontractor Identification (ID) Number	Sec. 3 (Y or N)	Contact Person	Contractor / Subcontractor Name and Address		
								Name	Street	City

**Racial / Ethnic Codes:**

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian / Pacific Americans
- 6 = Hasidic Jews

**Type of Business / Trade Codes**

- 1 = New Construction
- 2 = Substantial Rehab
- 3 = Repair
- 4 = Repair
- 5 = Project Management
- 6 = Professional
- 7 = Tenant Services
- 8 = Education Training
- 9 = Arch / Eng Appraisal
- 0 = Other

**Section 3: Yes / No**

A Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low-income residents.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

**CERTIFICATION OF SUBCONTRACTOR  
REGARDING NONSEGREGATED FACILITIES**

Project Name: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

The above named Subcontractor hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

SECTION 3 SUMMARY REPORT  
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

EXHIBIT PA-5

PROJECT NAME: \_\_\_\_\_

DATE \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
<b>CONSTRUCTION BY TRADE</b>				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families (including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.

**CDBG PROJECT LABOR CLASSIFICATION SURVEY**

PROJECT NAME: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_ SUBCONTRACTOR: \_\_\_\_\_

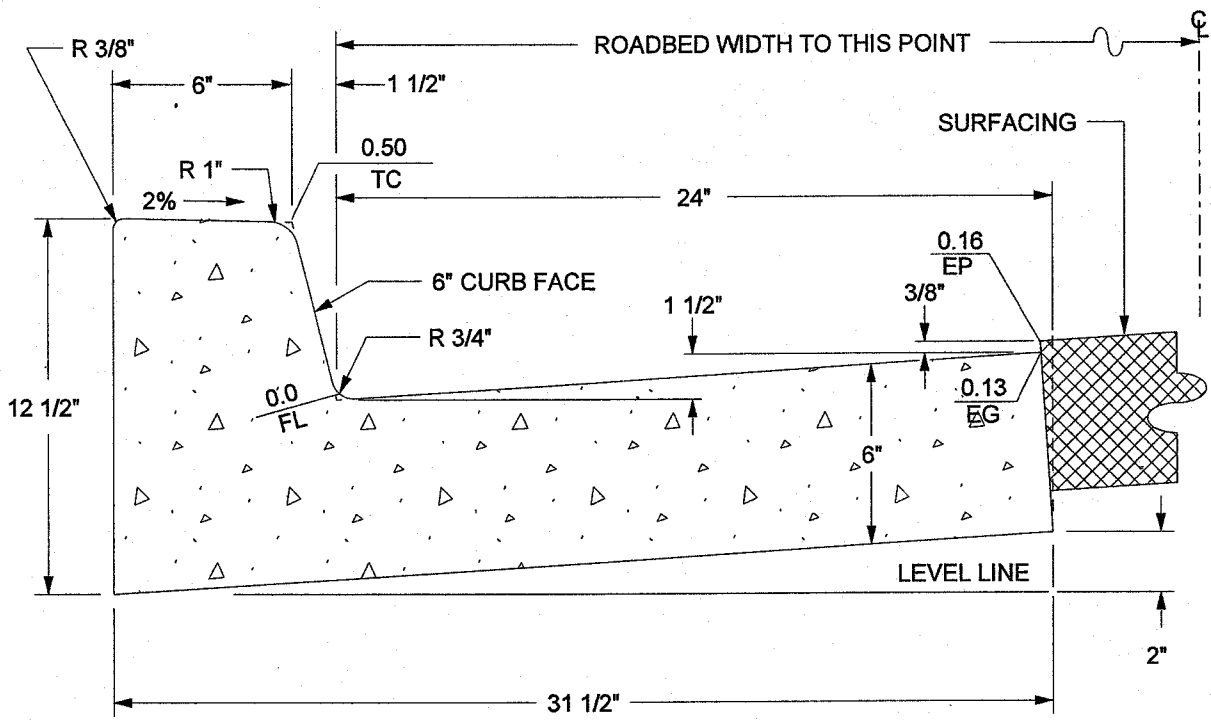
**CLASSIFICATIONS**

BRICKLAYER	_____	LABORERS: GROUP 1	_____
CARPENTERS	_____	GROUP 2	_____
CEMENT MASONS	_____	GROUP 3	_____
DRYWALL HANGERS	_____	GROUP 4	_____
ELECTRICIANS	_____	GROUP 5	_____
IRON WORKERS	_____	POWER EQUIPMENT OPERATORS	
PAINTERS	_____	GROUPS 1 – 21	_____
PLUMBERS	_____		_____
ROOFERS	_____		_____
SHEET METAL WORKERS	_____	TRUCK DRIVERS	
SOFT FLOOR LAYERS	_____	GROUPS 1-11	_____
TILE LAYERS	_____		_____
LANDSCAPE / IRRIGATION FITTERS	_____	ADDITIONAL CLASSIFICATIONS	
LABORERS – STRIPPING	_____	<b>(Must be approved by HUD and DOL)</b>	
PLASTERER	_____	CLASSIFICATIONS	
OTHERS	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PA-6 (Continued)**

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			align="center">\$	OPERATORS FRINGE BENEFITS:		align="center">\$
				GROUP #	BHR	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			align="center">\$	TRUCK DRIVERS FRINGE BENEFITS:		align="center">\$
				GROUP #	BHR	
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
			\$			
			\$			
			\$			
			\$			

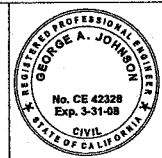
## **REFERENCE DRAWINGS**



CLASS "B" CONCRETE  
 1.601 CU. FT. / L.F.  
 1 CU. YD. = 16.86 L.F.

ABBREVIATIONS:  
 TC = TOP OF CURB  
 FL = FLOWLINE  
 EG = EDGE OF GUTTER  
 EP = EDGE OF PAVEMENT

APPROVED BY:  
*George A. Johnson* DATE: 05/01/07  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328



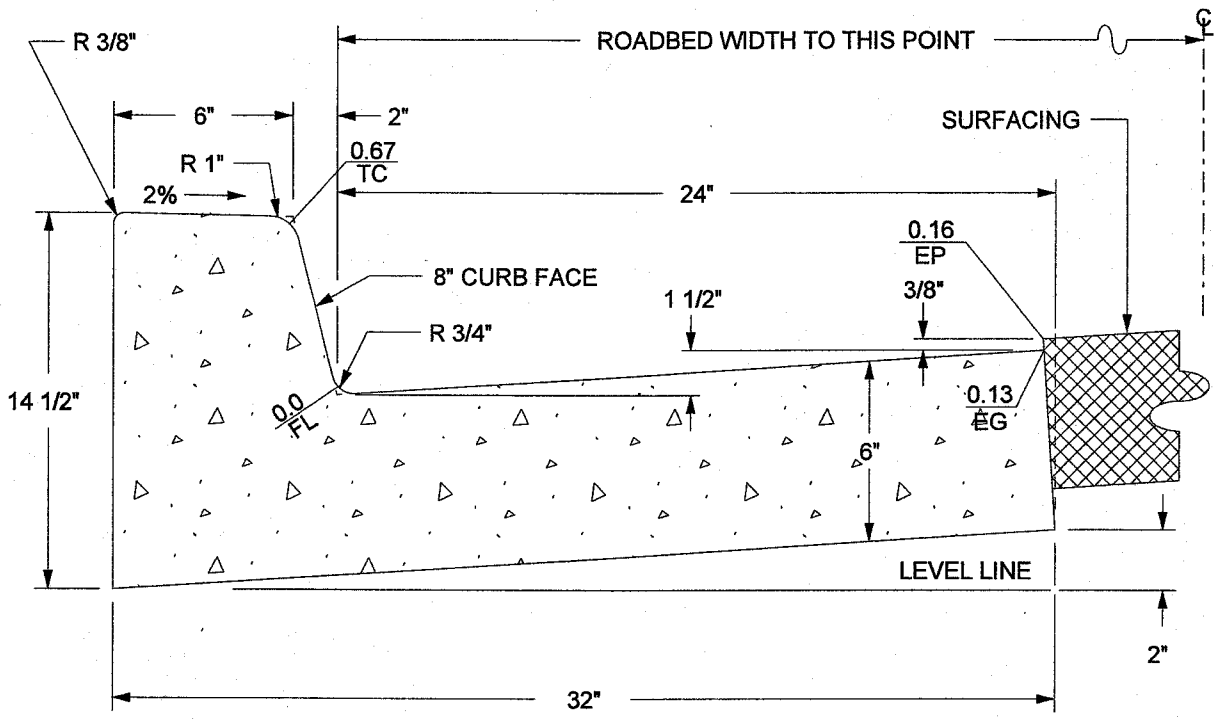
COUNTY OF RIVERSIDE

**TYPE A-6 CURB**

REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-71, 9-88	1				4			
2-90, 11-04	2				5			
	3				6			

STANDARD NO. 200





CLASS "B" CONCRETE

1.73 CU. FT. / L.F.

1 CU. YD. = 15.60 L.F.

ABBREVIATIONS:

TC = TOP OF CURB

FL = FLOWLINE

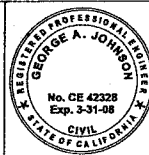
EG = EDGE OF GUTTER

EP = EDGE OF PAVEMENT

APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/01/07

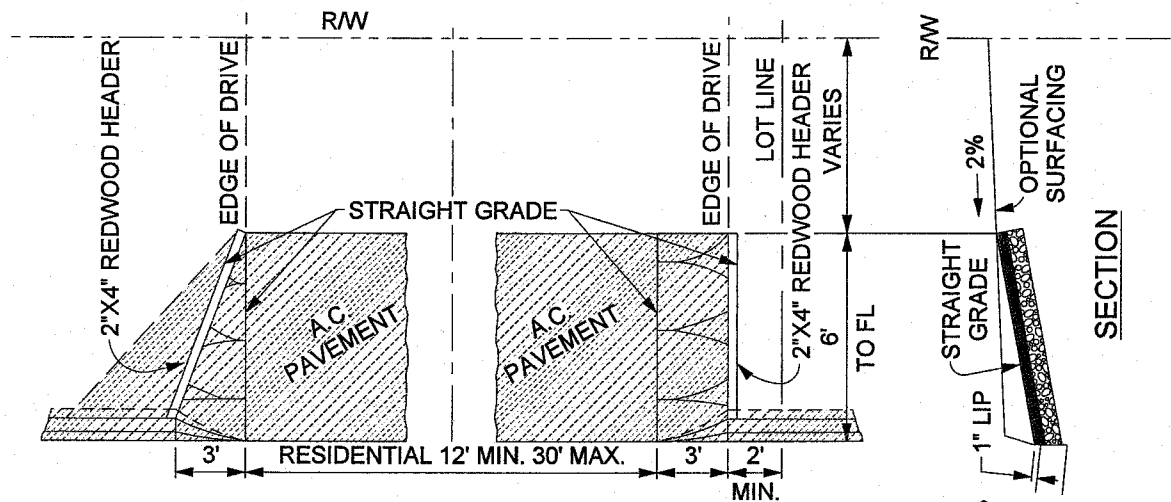
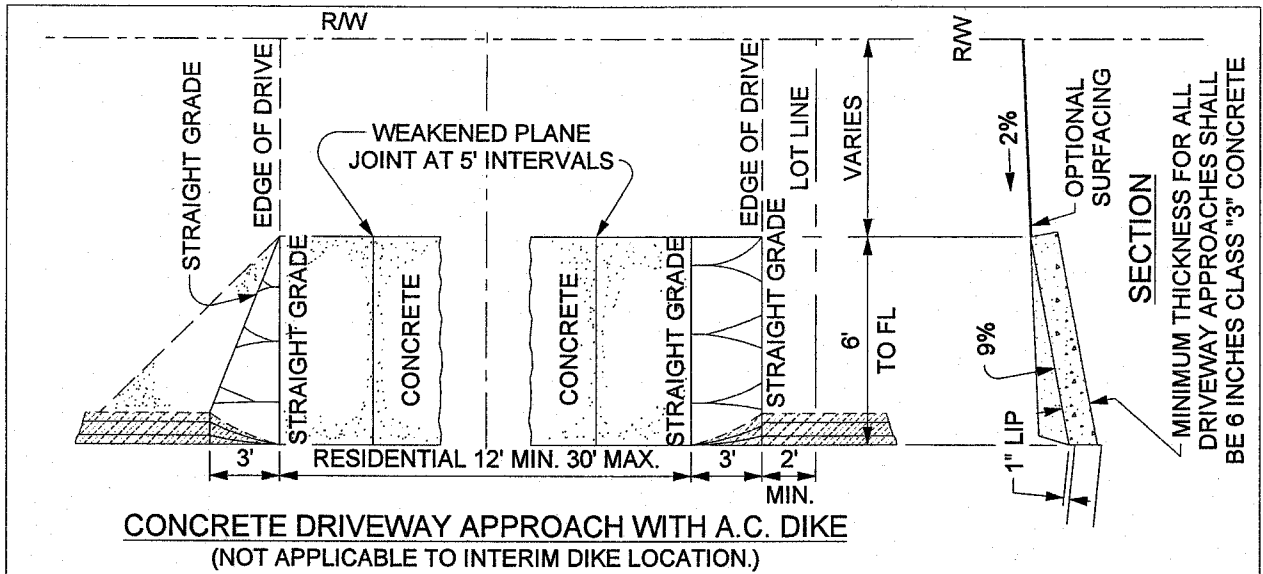


COUNTY OF RIVERSIDE

**TYPE A-8 CURB**

REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
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2-90, 11-04	2				5			
	3				6			

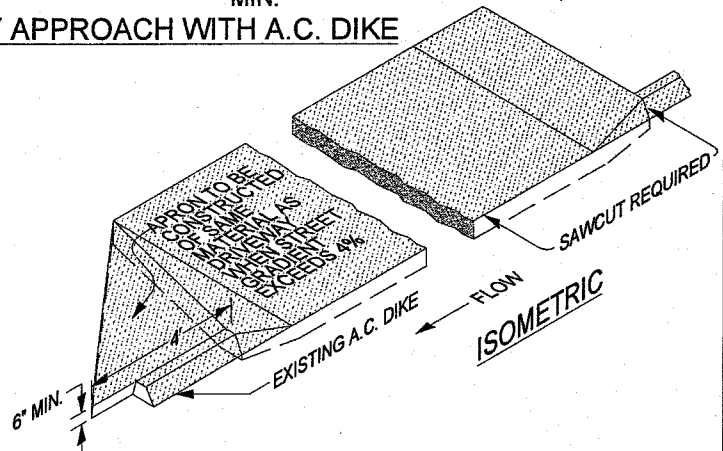
STANDARD NO. 201



**NOTES:**

1. ALL CONSTRUCTION SHALL BE 2-1/2" MIN. THICKNESS ASPHALTIC CONCRETE ON 4" MIN. THICKNESS CLASS 2 OR CLASS 3 BASE, OR 3-1/2" THICKNESS A.C. ON NATIVE SOIL.
2. 20' OF FULL HEIGHT DIKE REQUIRED BETWEEN DRIVEWAYS WITHIN ANY ONE PROPERTY UNLESS OTHERWISE PERMITTED.

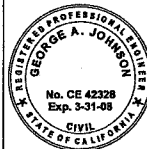
NOT TO SCALE



APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 11/15/04

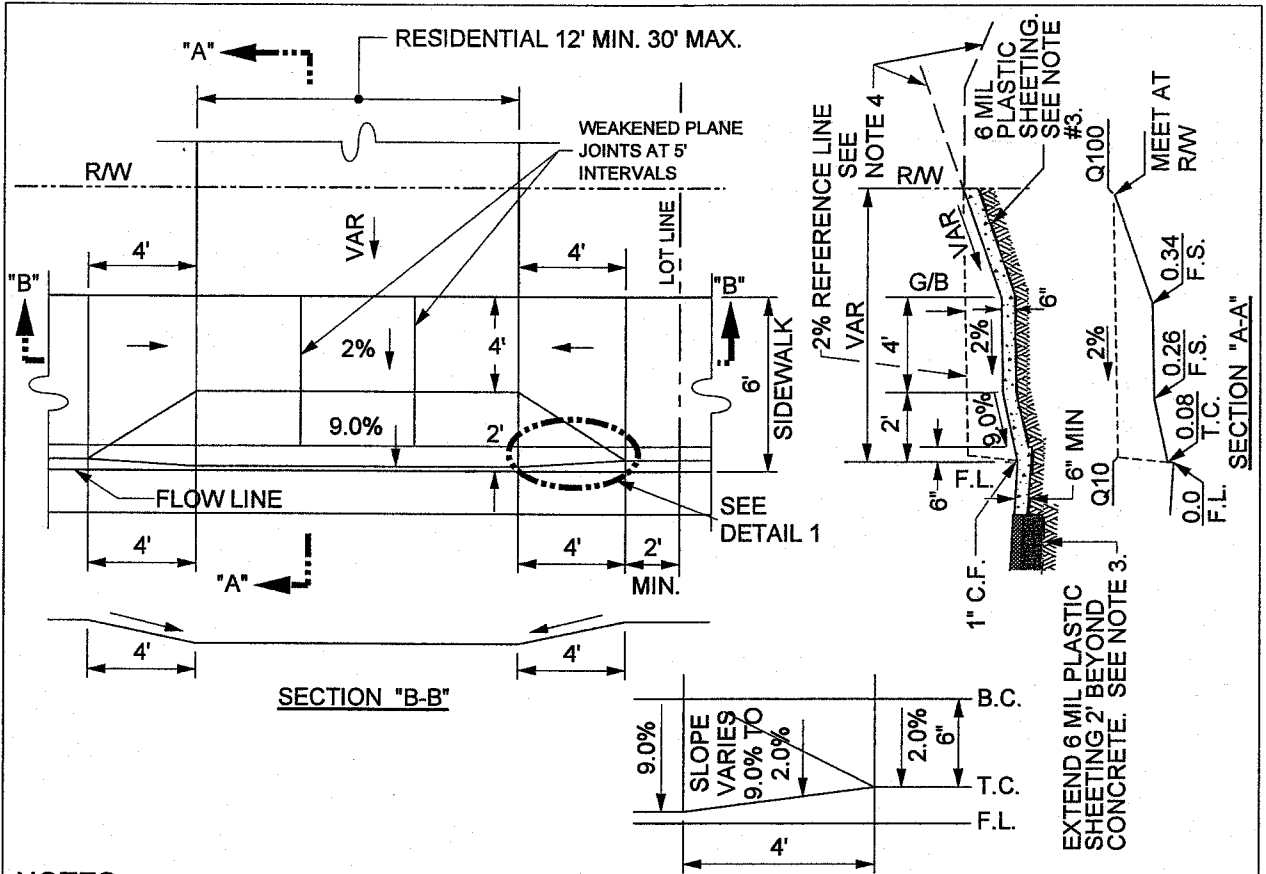


COUNTY OF RIVERSIDE

**RESIDENTIAL DRIVEWAY WITH A.C. DIKE**

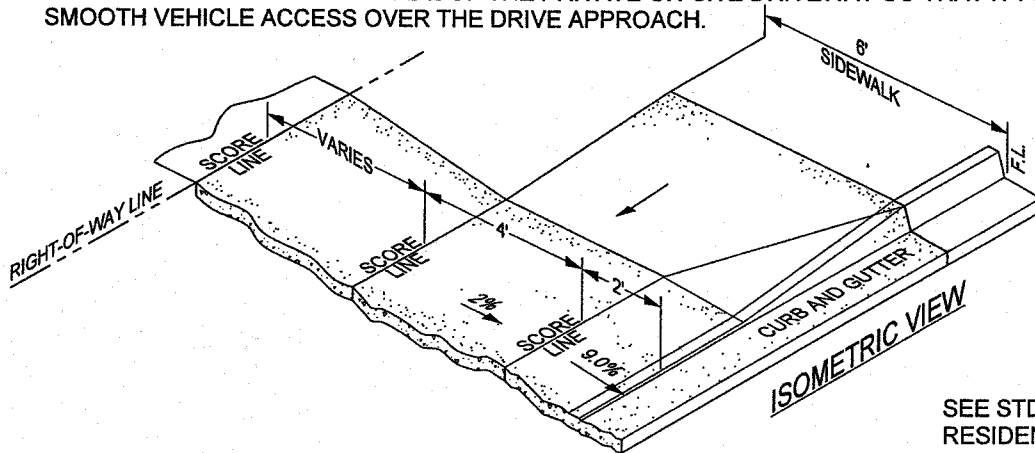
STANDARD NO. 206

REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-77, 5-80		1				4			
3-82, 2-90		2				5			
12-97, 11-04		3				6			



**NOTES:**

1. ALL CONSTRUCTION SHALL BE CLASS "3" CONCRETE.
2. 20' OF FULL-HEIGHT CURB REQUIRED BETWEEN DRIVEWAYS WITHIN ANY ONE PROPERTY FRONTAGE.
3. USE 6 MIL PLASTIC SHEETING WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).
4. CONSTRUCT THE PROFILE GRADE OF THE PRIVATE ON-SITE DRIVEWAY SO THAT IT PROVIDES SMOOTH VEHICLE ACCESS OVER THE DRIVE APPROACH.

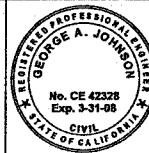


SEE STD NO. 213 FOR RESIDENTIAL DRIVEWAY WITH SIDEWALK AT RW

APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 11/15/04

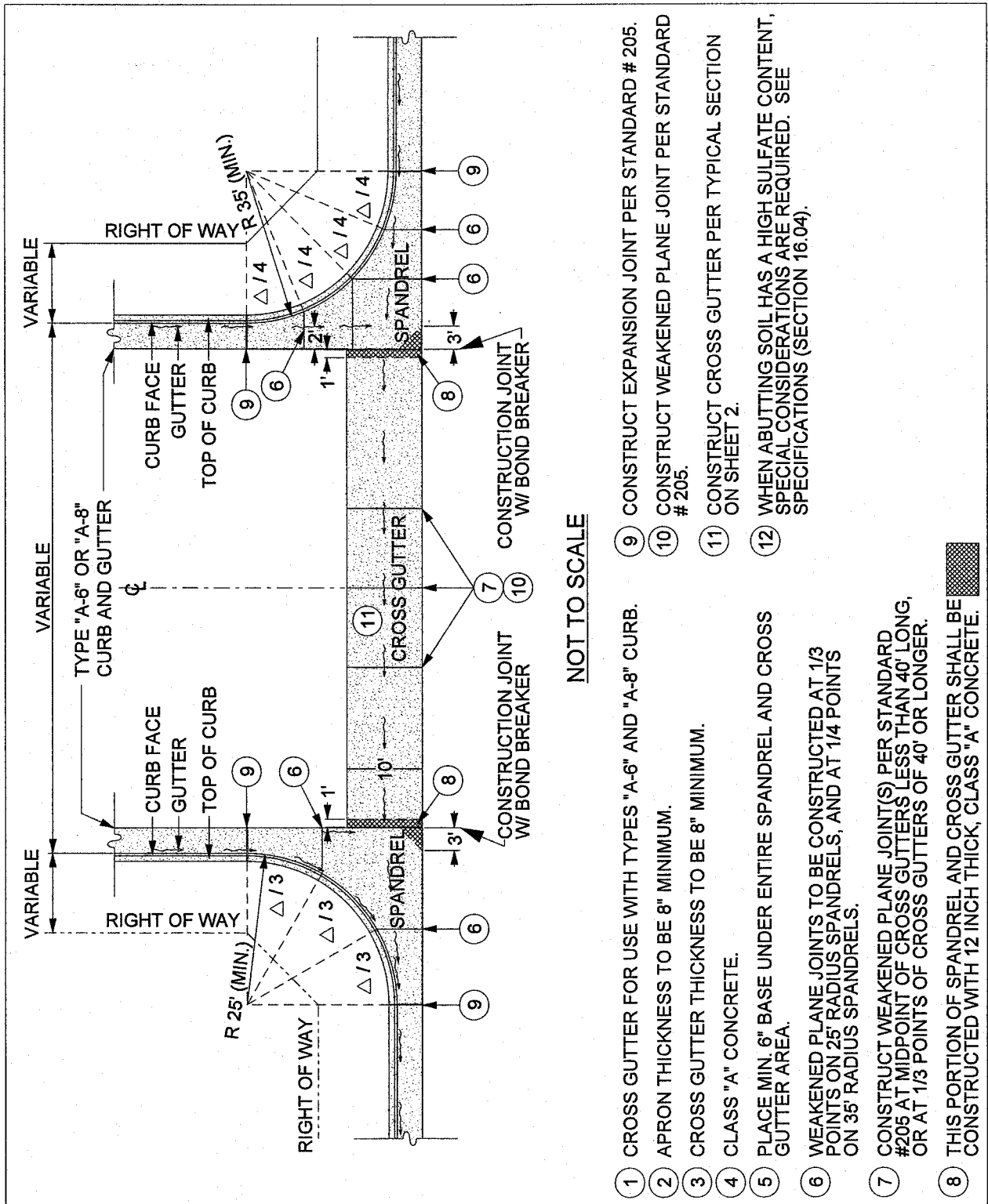


COUNTY OF RIVERSIDE

**RESIDENTIAL DRIVEWAY WITH SIDEWALK AT CURB**

REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-71, 8-77	11-04	1				4			
5-80, 2-82		2				5			
2-90, 12-97		3				6			

STANDARD NO. 207



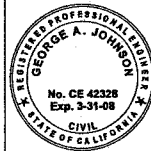
NOT TO SCALE

- 1 CROSS GUTTER FOR USE WITH TYPES "A-6" AND "A-8" CURB.
- 2 APRON THICKNESS TO BE 8" MINIMUM.
- 3 CROSS GUTTER THICKNESS TO BE 8" MINIMUM.
- 4 CLASS "A" CONCRETE.
- 5 PLACE MIN. 6" BASE UNDER ENTIRE SPANDREL AND CROSS GUTTER AREA.
- 6 WEAKENED PLANE JOINTS TO BE CONSTRUCTED AT 1/3 POINTS ON 25' RADIUS SPANDRELS, AND AT 1/4 POINTS ON 35' RADIUS SPANDRELS.
- 7 CONSTRUCT WEAKENED PLANE JOINT(S) PER STANDARD #205 AT MIDPOINT OF CROSS GUTTERS LESS THAN 40' LONG, OR AT 1/3 POINTS OF CROSS GUTTERS OF 40' OR LONGER.
- 8 THIS PORTION OF SPANDREL AND CROSS GUTTER SHALL BE CONSTRUCTED WITH 12 INCH THICK, CLASS "A" CONCRETE.
- 9 CONSTRUCT EXPANSION JOINT PER STANDARD # 205.
- 10 CONSTRUCT WEAKENED PLANE JOINT PER STANDARD # 205.
- 11 CONSTRUCT CROSS GUTTER PER TYPICAL SECTION ON SHEET 2.
- 12 WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).

APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/01/07

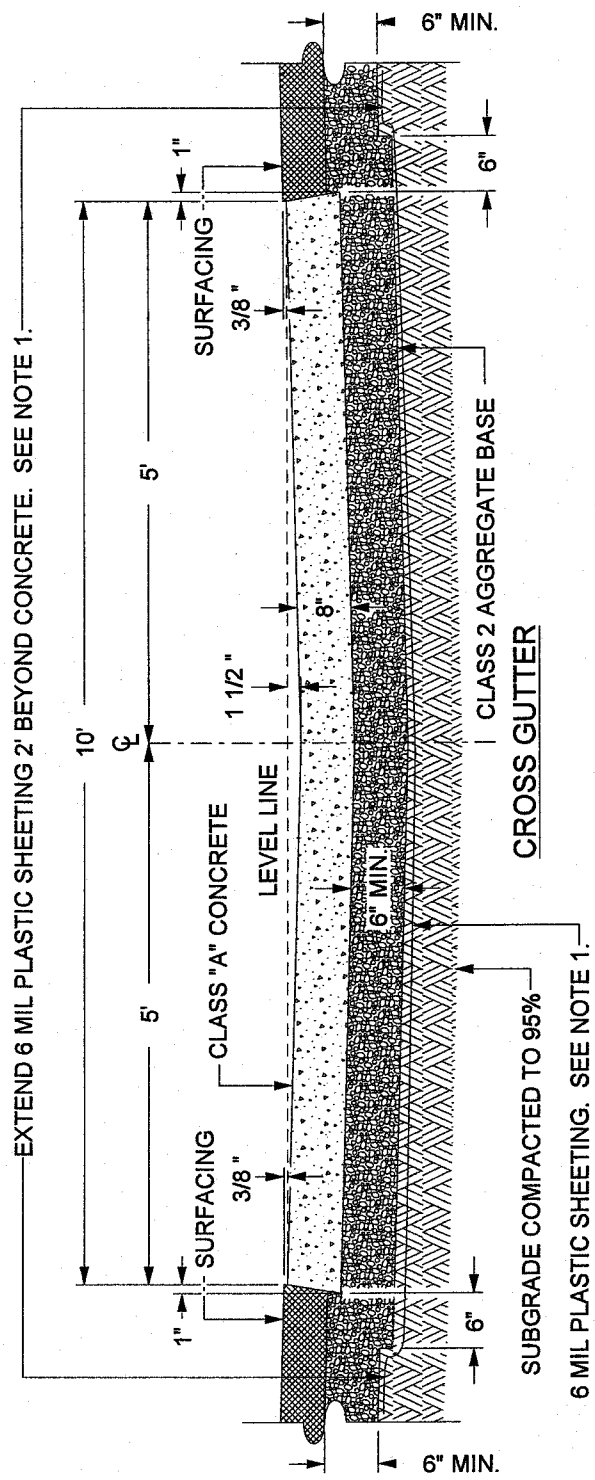


COUNTY OF RIVERSIDE

**CROSS GUTTER  
(LAYOUT)**

REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
11-77, 8-82		1				4			
9-88, 2-90		2				5			
11-04		3				6			

STANDARD NO. 209 (1 OF 2)



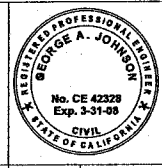
**NOT TO SCALE**

**NOTE**  
 1. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).

APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/01/07

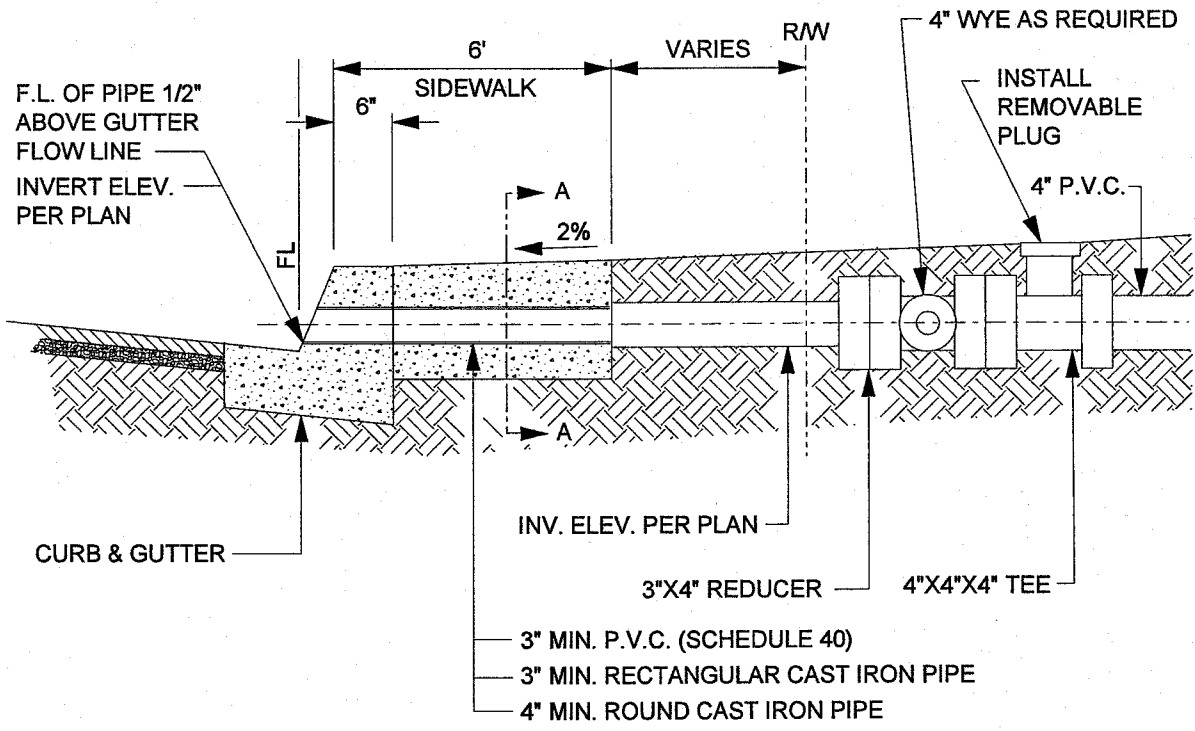


COUNTY OF RIVERSIDE

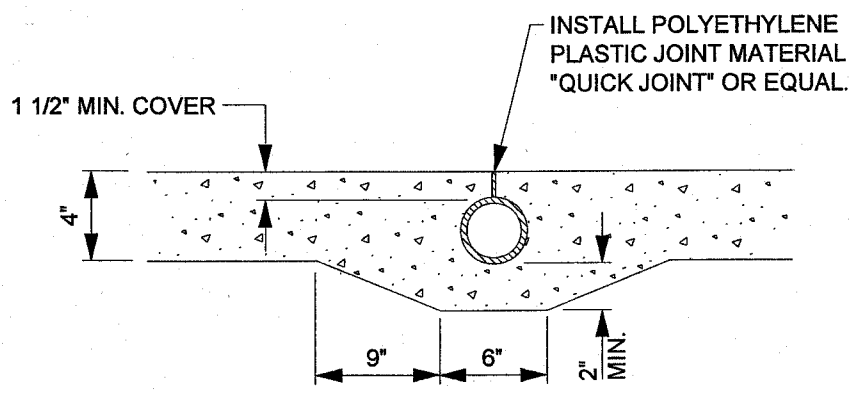
**CROSS GUTTER  
 (TYPICAL SECTION)**

REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-71, 9-88	1				4			
2-90, 12-97	2				5			
11-04	3				6			

STANDARD NO. 209 (2 OF 2)




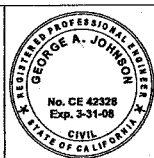
**ELEVATION**



**SECTION A-A**

**NOT TO SCALE**

APPROVED BY:  
  
 DATE: 05/01/07  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

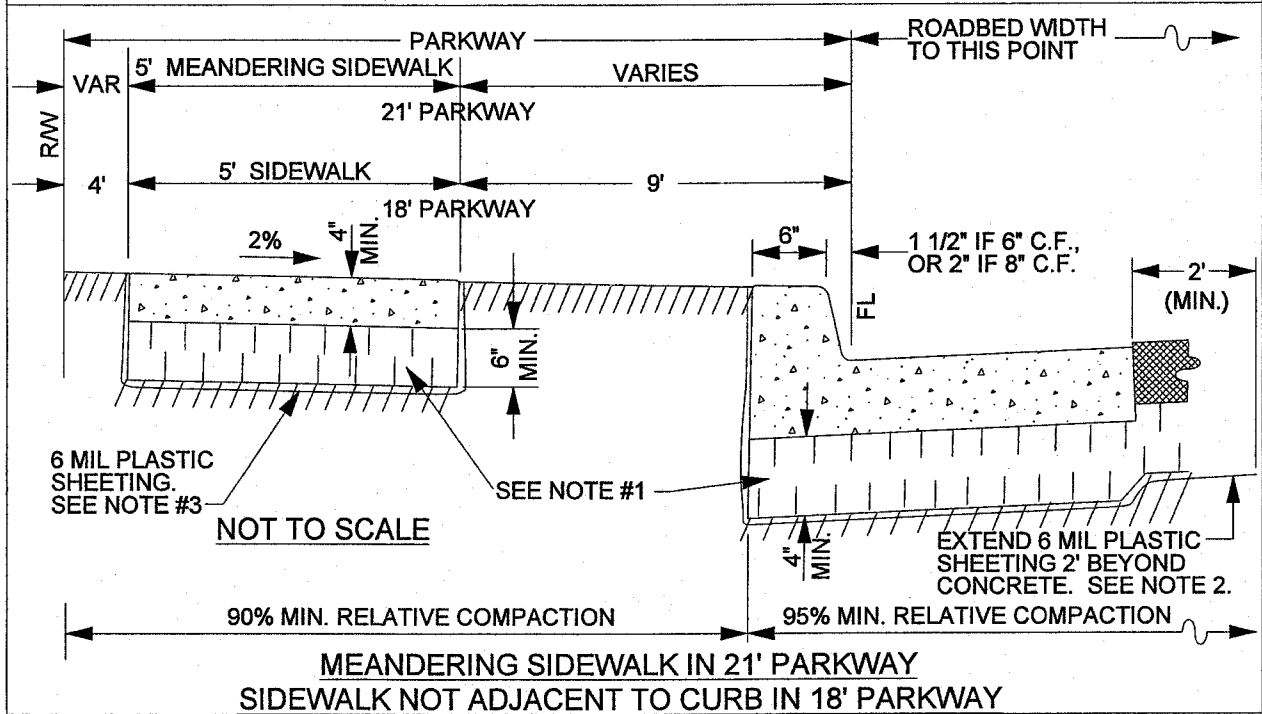
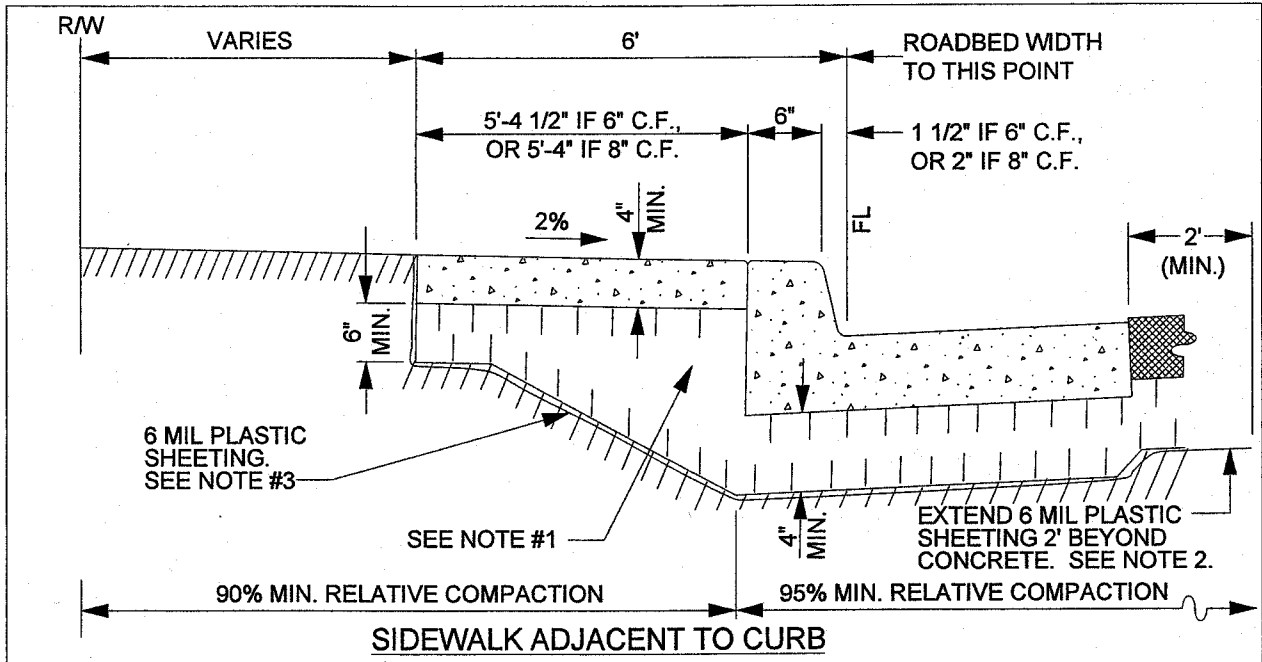


COUNTY OF RIVERSIDE

**PRIVATE DRAIN THROUGH CURB**

REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
11-04	1				4			
	2				5			
	3				6			

STANDARD NO. 310



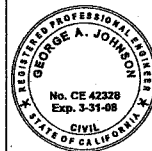
**NOTE:**

1. AGGREGATE BASE OR APPROVED SELECT MATERIAL WHEN SOILS REPORT INDICATES PRESENCE OF EXPANSIVE SOIL CONDITIONS.
2. ALL CONSTRUCTION SHALL BE CLASS "B" CONCRETE.
3. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).

APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/01/07



COUNTY OF RIVERSIDE

**SIDEWALK AND CURB**

REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-71, 11-77	1				4			
8-82, 9-88	2				5			
4-90, 11-04	3				6			

STANDARD NO. 401

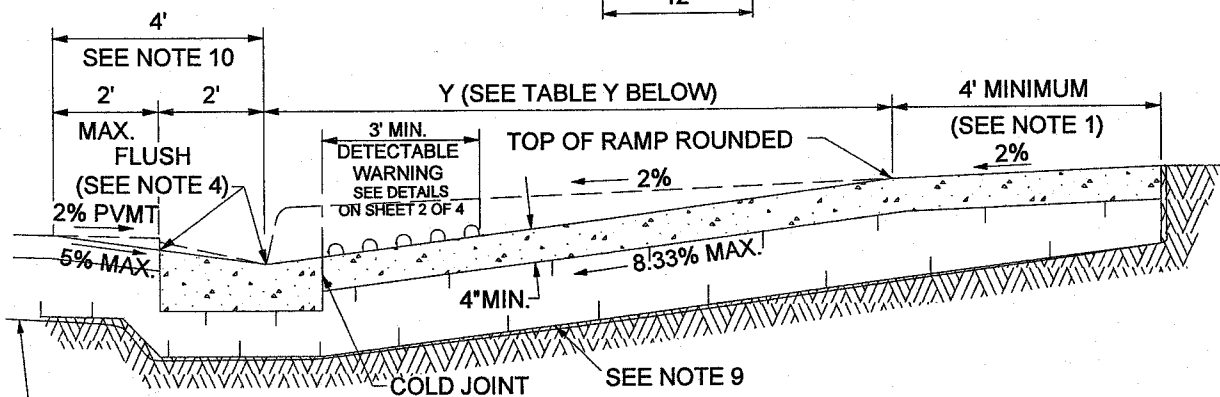
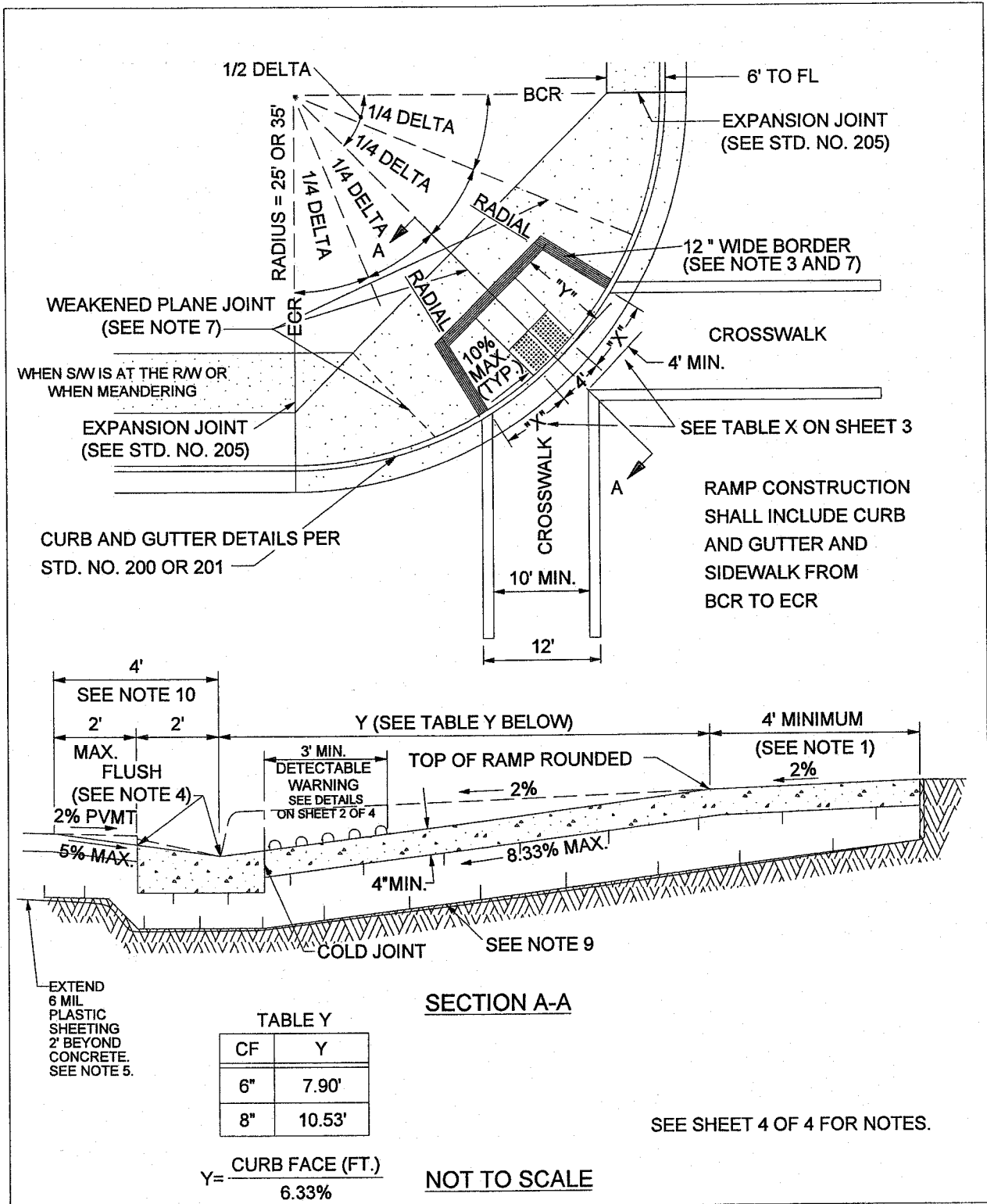


TABLE Y


CF	Y
6"	7.90'
8"	10.53'

$$Y = \frac{\text{CURB FACE (FT.)}}{6.33\%}$$

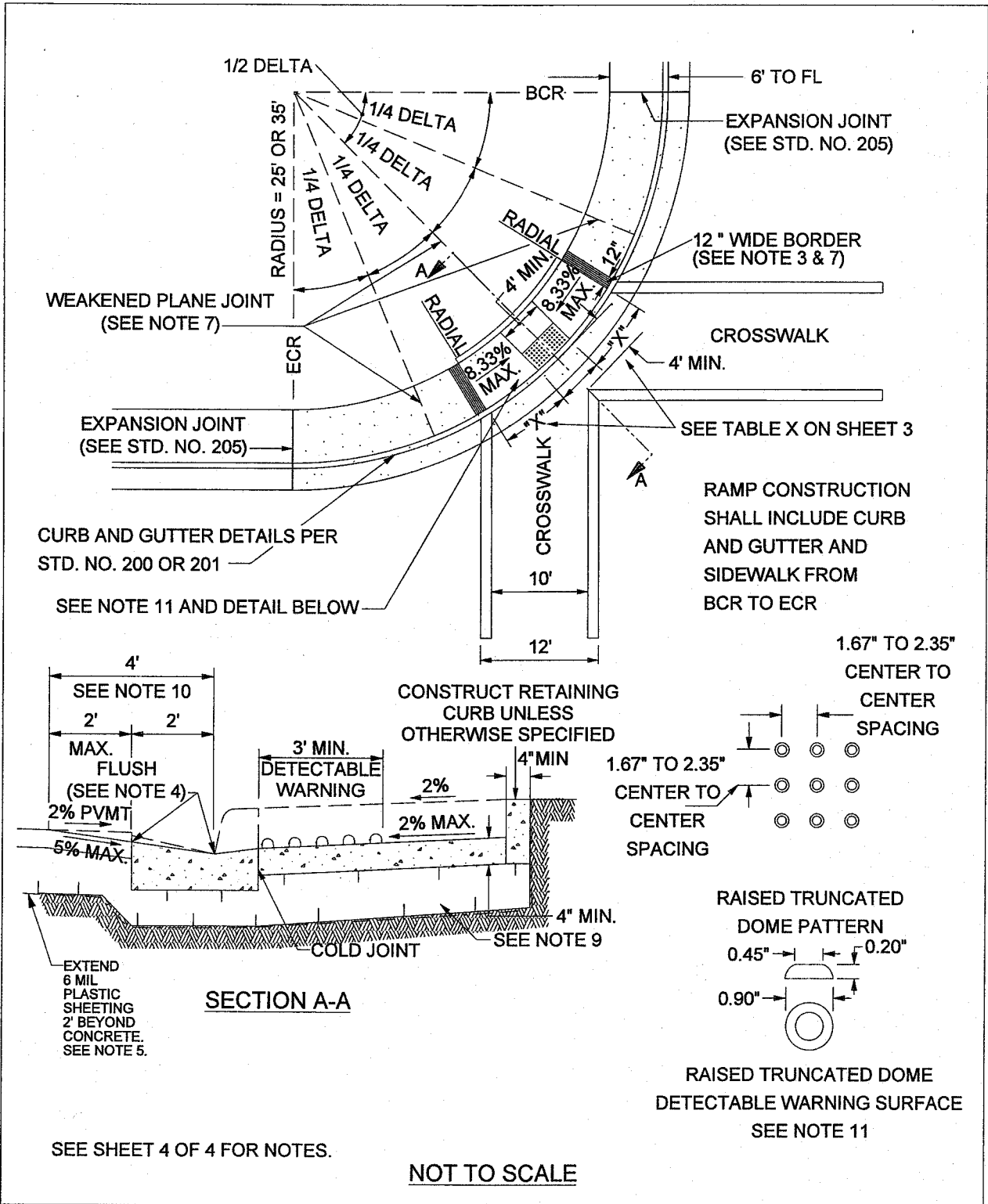
SECTION A-A

NOT TO SCALE

SEE SHEET 4 OF 4 FOR NOTES.

APPROVED BY: <i>George A. Johnson</i> DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328				DATE: 11/15/04								COUNTY OF RIVERSIDE																															
<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>8-77, 5-80</td> <td>11-04</td> <td>1</td> <td></td> <td></td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-81, 6-82</td> <td></td> <td>2</td> <td></td> <td></td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9-88, 2-90</td> <td></td> <td>3</td> <td></td> <td></td> <td>6</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				REVISIONS	REV.	BY:	APR'D					DATE	REV.	BY:	APR'D	DATE	8-77, 5-80	11-04	1			4				10-81, 6-82		2			5				9-88, 2-90		3			6			
REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE																																			
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9-88, 2-90		3			6																																						
								STANDARD NO. 403 (1 OF 4)																																			





APPROVED BY: <i>George A. Johnson</i> DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328				DATE: 11/15/04								COUNTY OF RIVERSIDE																																			
<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>8-77, 5-80</td> <td>11-04</td> <td>1</td> <td></td> <td></td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-81, 6-82</td> <td></td> <td>2</td> <td></td> <td></td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9-88, 2-90</td> <td></td> <td>3</td> <td></td> <td></td> <td>6</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE	8-77, 5-80	11-04	1			4				10-81, 6-82		2			5				9-88, 2-90		3			6								<p><b>CURB RAMP CASE B</b></p>			
REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE																																							
8-77, 5-80	11-04	1			4																																										
10-81, 6-82		2			5																																										
9-88, 2-90		3			6																																										
								STANDARD NO. 403 (2 OF 4)																																							
								12-97																																							

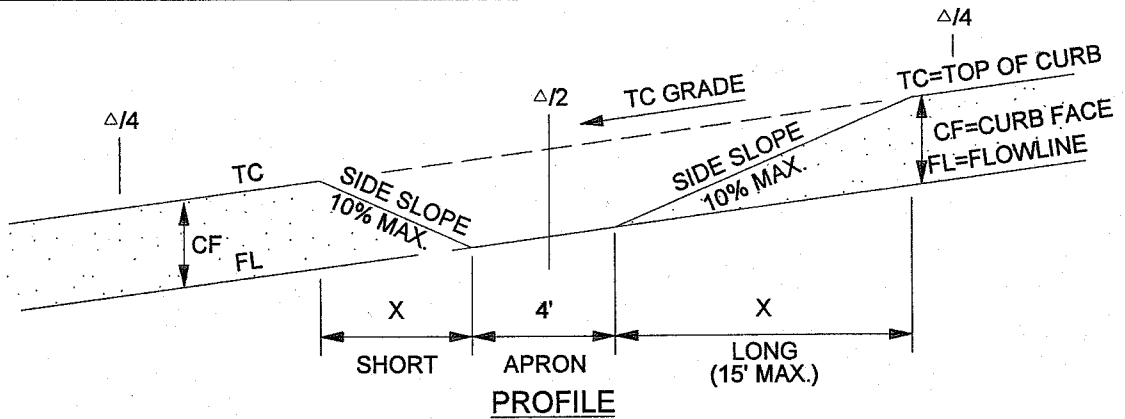


TABLE X

CF (IN)	RADIUS (FT)	SIDE SLOPE	X	TC GRADE (ALONG CURB RETURN)					
				1%	2%	3%	4%	5%	6%
6"	35'	10%	X <sub>S</sub>	4.6	4.2	3.9	3.6	3.4	3.2
			X <sub>L</sub>	5.6	6.3	7.2	8.4	10.0	12.5
8"	35'	10%	X <sub>S</sub>	6.1	5.6	5.2	4.8	4.5	4.2
			X <sub>L</sub>	7.5	8.4	9.6	11.2	13.4	15.0

TO CALCULATE "X" DIMENSION:

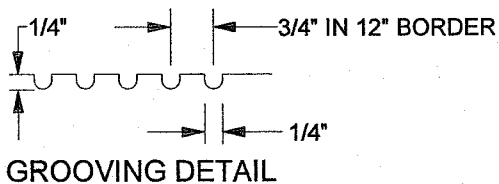
SHORT SIDE (DOWN SLOPE):  

$$X_S \text{ (FT)} = \frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} + \text{TC GRADE}}$$

LONG SIDE (UP SLOPE):  

$$X_L \text{ (FT)} = \frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} - \text{TC GRADE}}$$

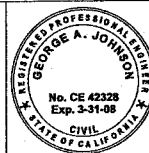
ENGINEER TO SHOW X<sub>S</sub> AND X<sub>L</sub> ON IMPROVEMENT PLANS



APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/05/04



COUNTY OF RIVERSIDE

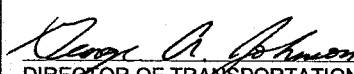

**CURB RAMP**

REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-77, 5-80	11-04	1				4			
10-81, 6-82		2				5			
9-88, 2-90		3				6			

STANDARD NO. 403 (3 OF 4)

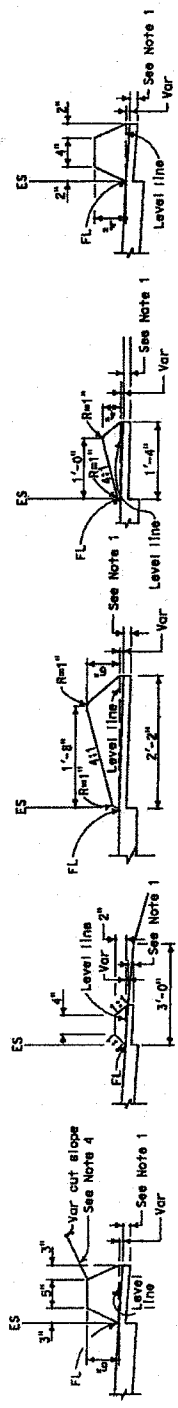
**CONSTRUCTION NOTES:**

1. IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMODATE RAMP AND 4' LANDING, THEN USE THE CASE "B" RAMP.
2. IF SIDEWALK IS LESS THAN 6' WIDE, THE FULL WIDTH OF THE SIDEWALK SHALL BE DEPRESSED AS SHOWN IN CASE B. MINIMUM SIDEWALK WIDTH IS 4' FROM BACK OF CURB.
3. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES 1/4" WIDE AND 1/4" DEEP APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL.
4. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
5. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).
6. RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP (EXCEPT IN CASE B).
7. CONSTRUCT WEAKENED PLANE JOINTS AT 1/4 DELTAS WHEN RADIUS EQUALS 35' AND AT INSIDE EDGE OF GROOVED BORDER WHEN RADIUS EQUALS 25'.
8. IF EXPANSIVE SOIL IS ENCOUNTERED, THEN RAMP SHALL BE CONSTRUCTED OVER CLASS 2 AGGREGATE MATERIAL.
9. CONCRETE SHALL BE CLASS B.
10. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4' OF THE BOTTOM OF THE CURB RAMP.
11. DETECTABLE WARNING SURFACES ARE REQUIRED ON ALL CURB RAMPS THAT ENTER INTO A VEHICULAR TRAVEL WAY.

APPROVED BY:  DATE: 11/15/04							COUNTY OF RIVERSIDE		
DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328					<h2 style="margin: 0;">CURB RAMP CONSTRUCTION NOTES</h2>				
REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-77, 5-80	11-04	1				4			
10-81, 6-82		2				5			
9-88, 2-90		3				6			
									12-97
									STANDARD NO. 403 (4 OF 4)

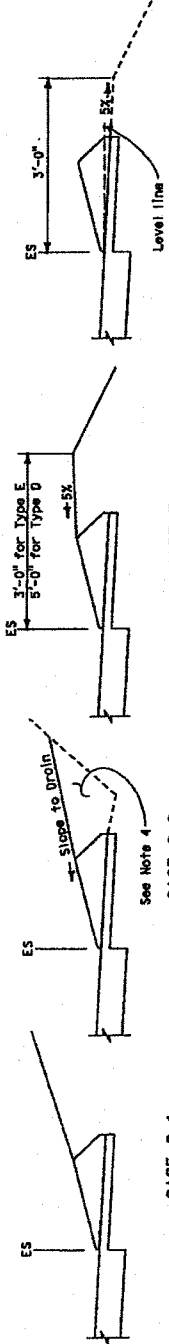
DIST	COUNTY	ROUTE	PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 MOY 1, 2008  
 PLANS APPROVAL DATE  
 STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 1500 S. STANFORD AVENUE, SUITE 100  
 P.O. BOX 342460  
 SAN JOSE, CALIFORNIA 95134-2460  
 To get the California web site go to <http://www.dgs.ca.gov>



TYPE A See Note 3  
 TYPE C  
 TYPE D  
 TYPE E  
 TYPE F See Note 5

**DIKES**



CASE C-1  
 Cut Slope  
 See Note 4  
 CASE C-2  
 Cut Slope  
 5%  
 CASE E  
 CASE R  
 See Note 2

**TYPE D AND E BACKFILL DETAILS**

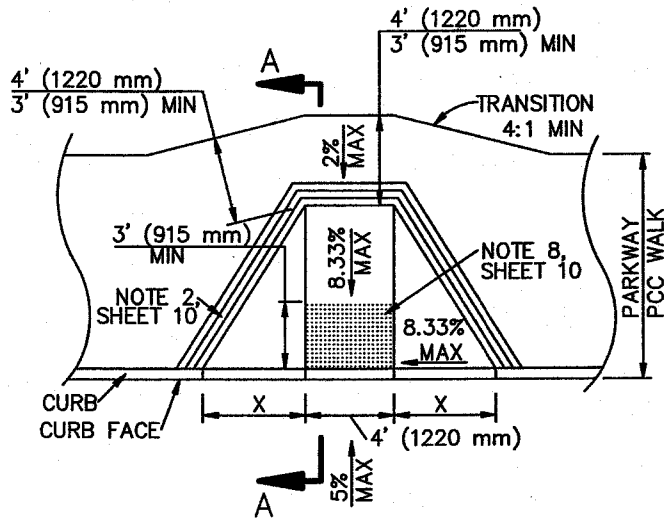
DIKE QUANTITIES	
TYPE	CUBIC YARDS PER LINEAR FOOT
A	0.0135
C	0.0038
D	0.0283
E	0.0130
F	0.0066

Quantities based on 5% cross slope.

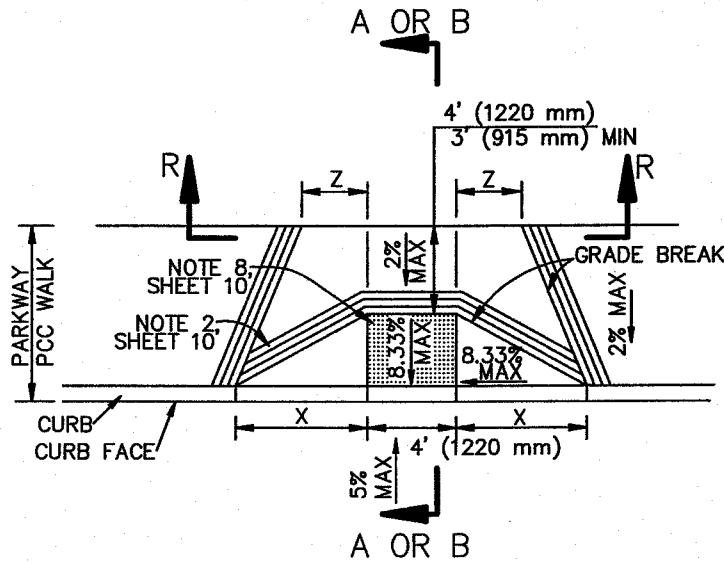
- NOTES:**
1. For AC shoulders only, extend top layer of AC placed on the shoulder under dike with to joint of the ES.
  2. Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
  3. Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
  4. Fill and compact with excavated material to top of dike.
  5. Use Type F dike, where dike is required with guard railing installations. See Standard Plan A174 for dike positioning details.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ASPHALT CONCRETE DIKES**  
 NO SCALE

A87B



TYPE 1



SEE SHEET 7, THIS SECTION

TYPE 2  
CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1992  
REV. 1996, 2000, 2005, 2009

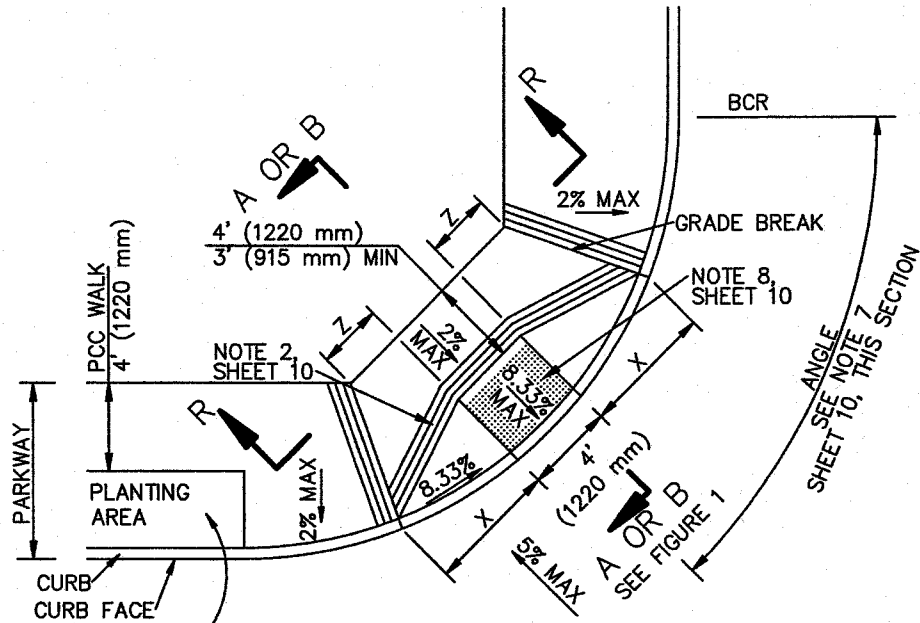
CURB RAMP

STANDARD PLAN

111-4

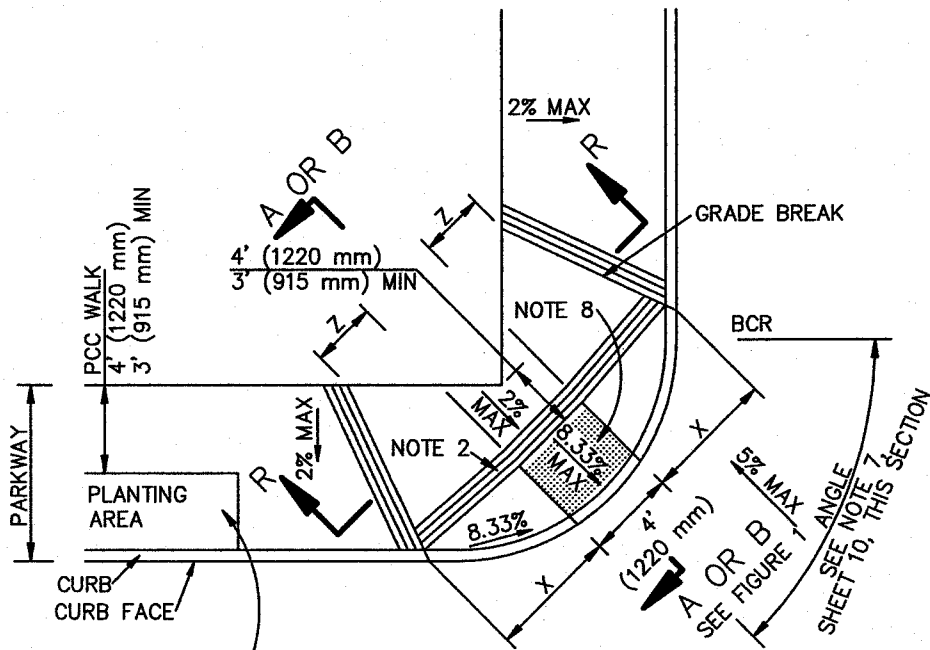
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 10



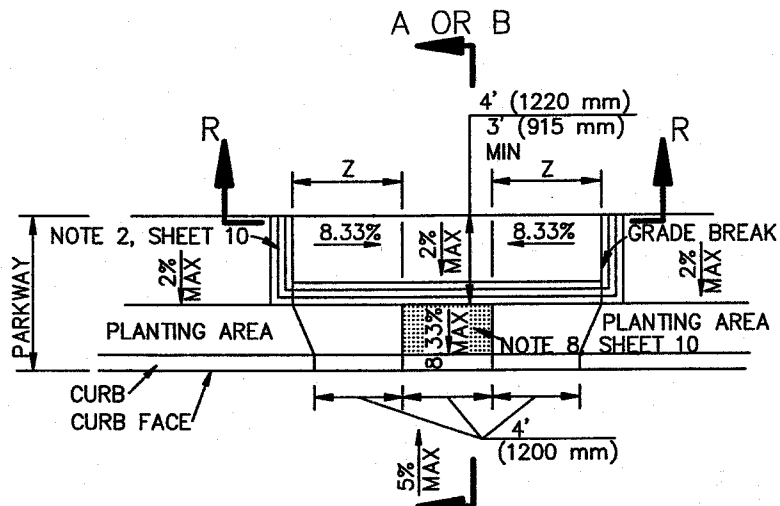
WHERE PLANTING AREA IS  
ADJACENT TO THE CURB RAMP,  
USE CASE A, TYPE 6

TYPE 3



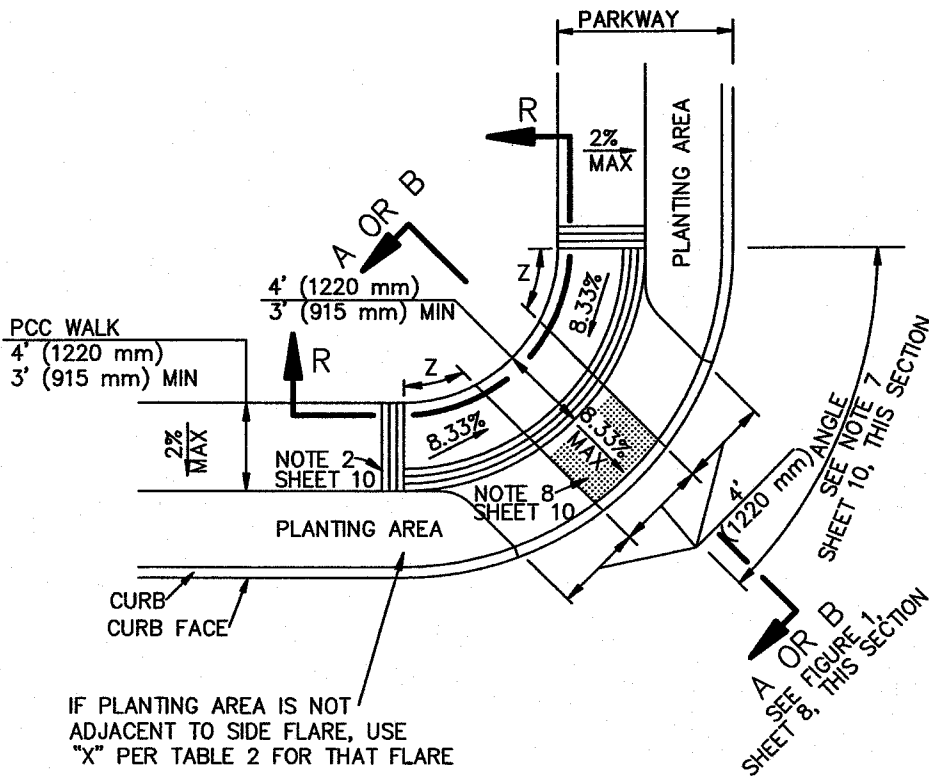
WHERE PLANTING AREA IS  
ADJACENT TO THE CURB RAMP,  
USE CASE A, TYPE 6

TYPE 4  
CASE A

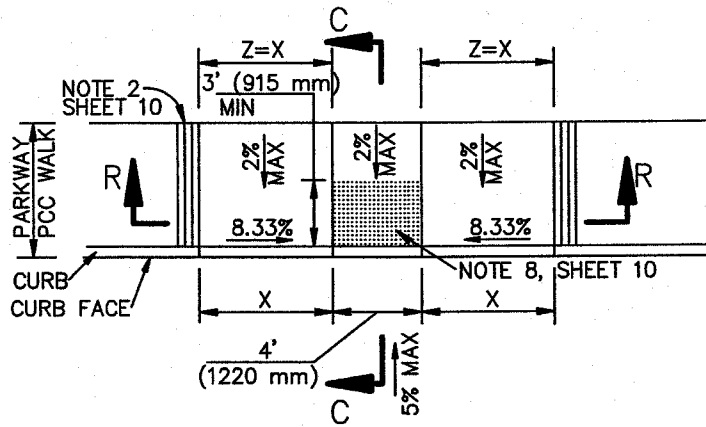


A OR B  
SEE FIGURE 1, SHEET 8, THIS SECTION

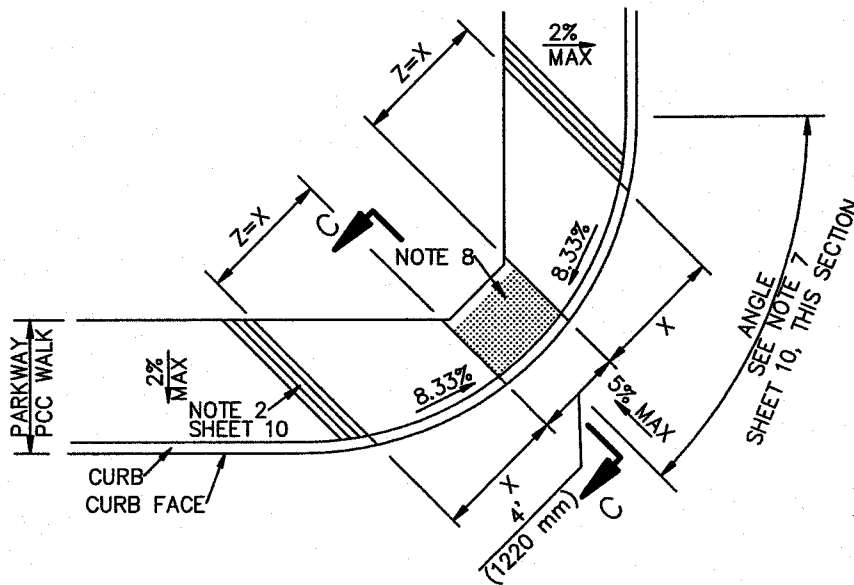
TYPE 5



TYPE 6  
CASE A



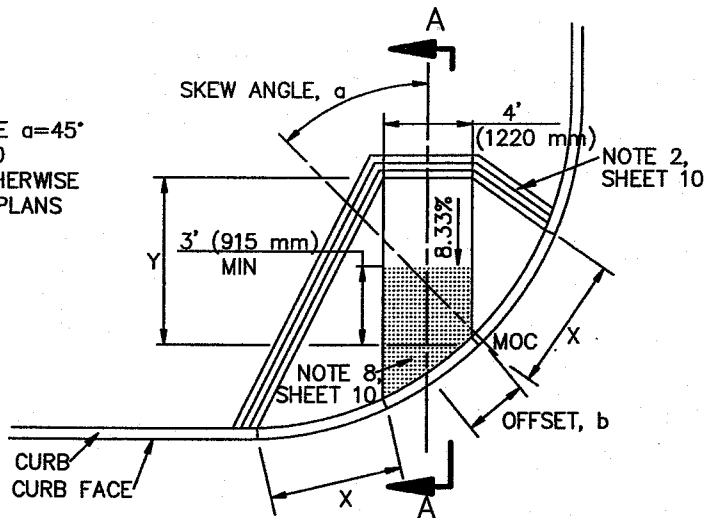
TYPE 1



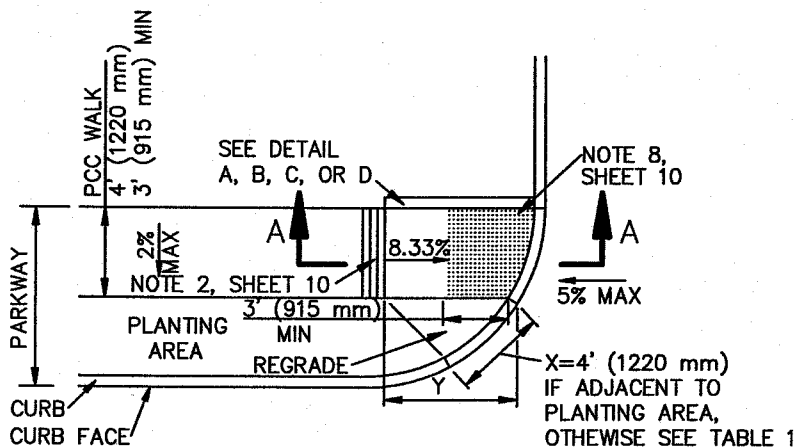
TYPE 2  
CASE B



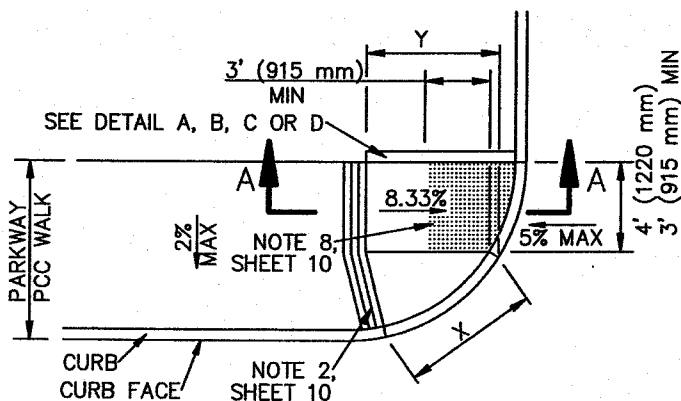
SKEW ANGLE  $\alpha=45^\circ$   
 OFFSET  $b=0$   
 UNLESS OTHERWISE  
 NOTED ON PLANS



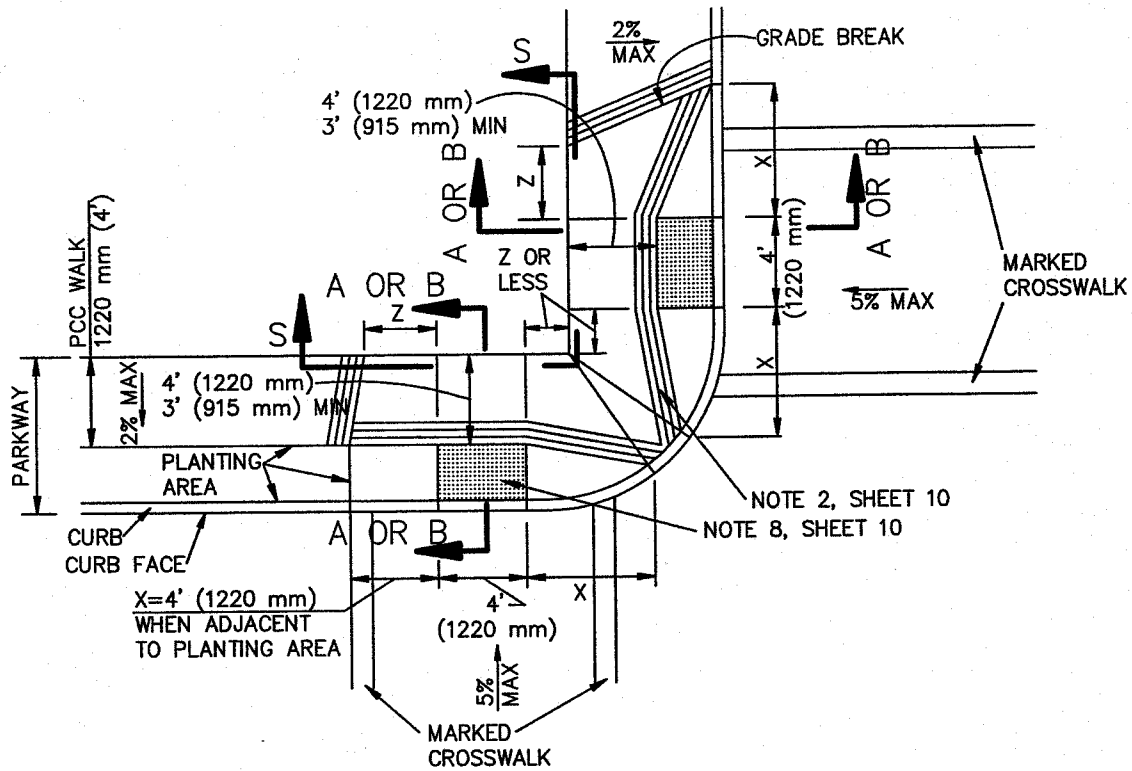
CASE C



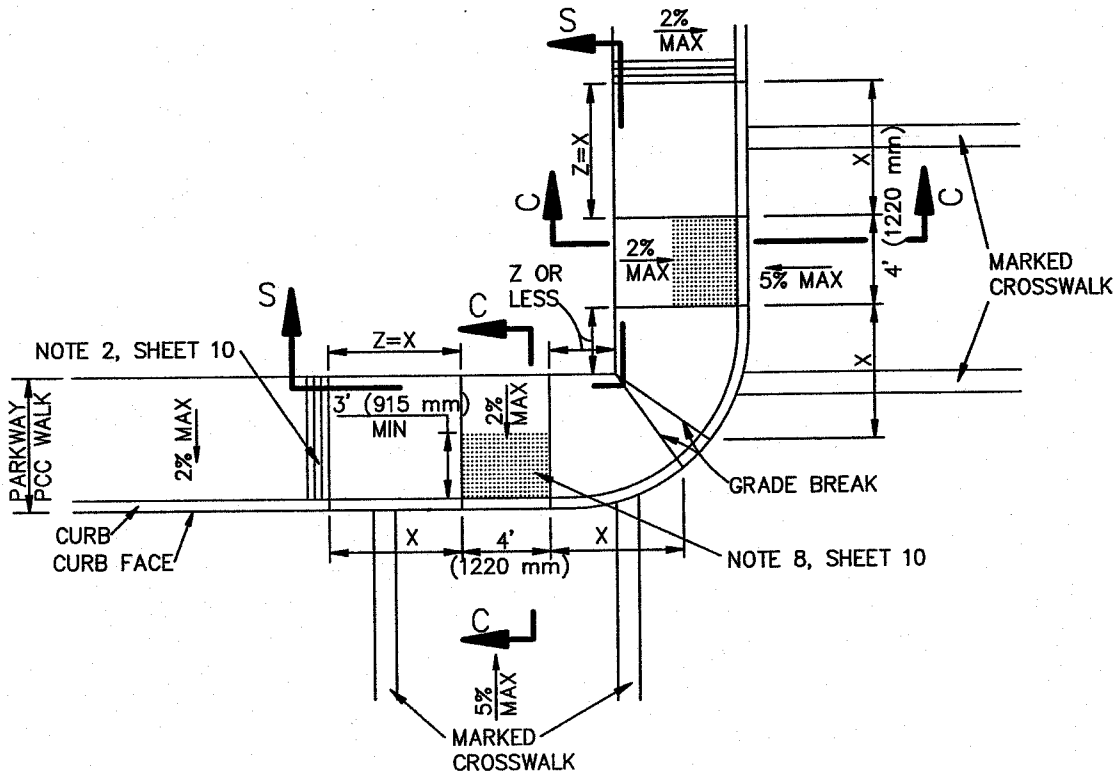
TYPE 1



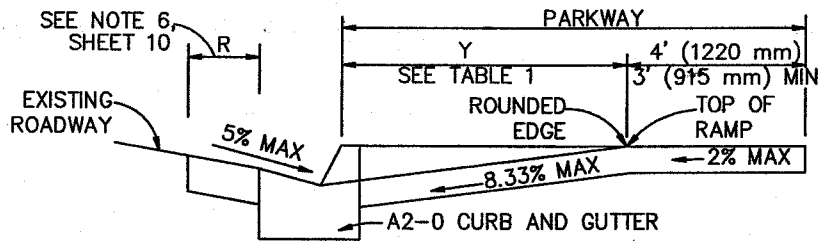
TYPE 2  
 CASE D



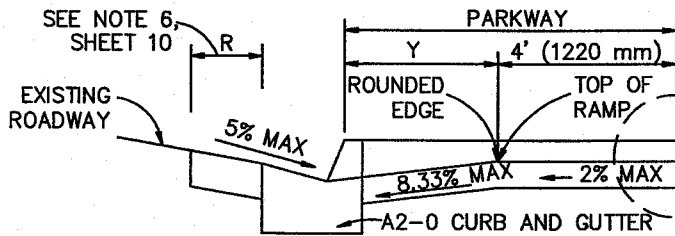
TYPE 1



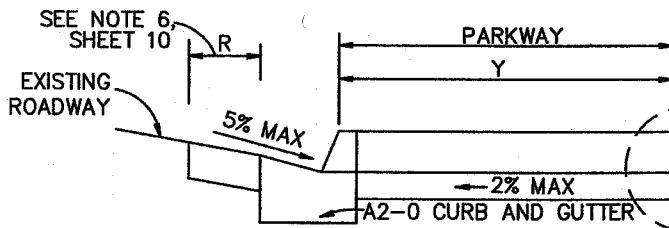
TYPE 2  
CASE E



SECTION A-A



SECTION B-B

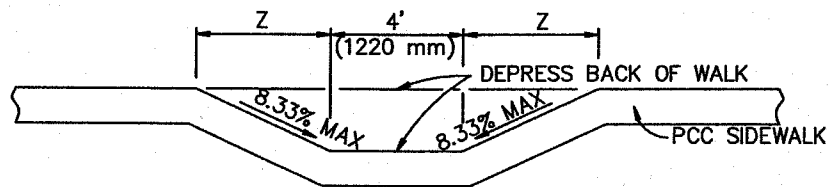


SECTION C-C

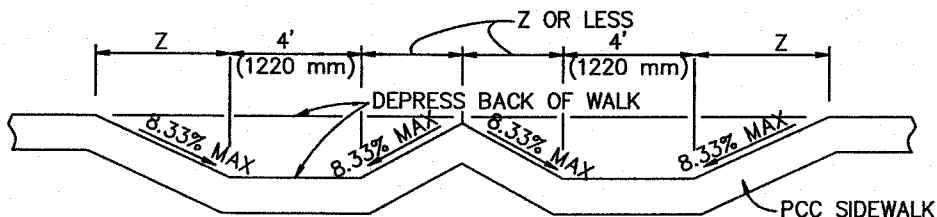
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

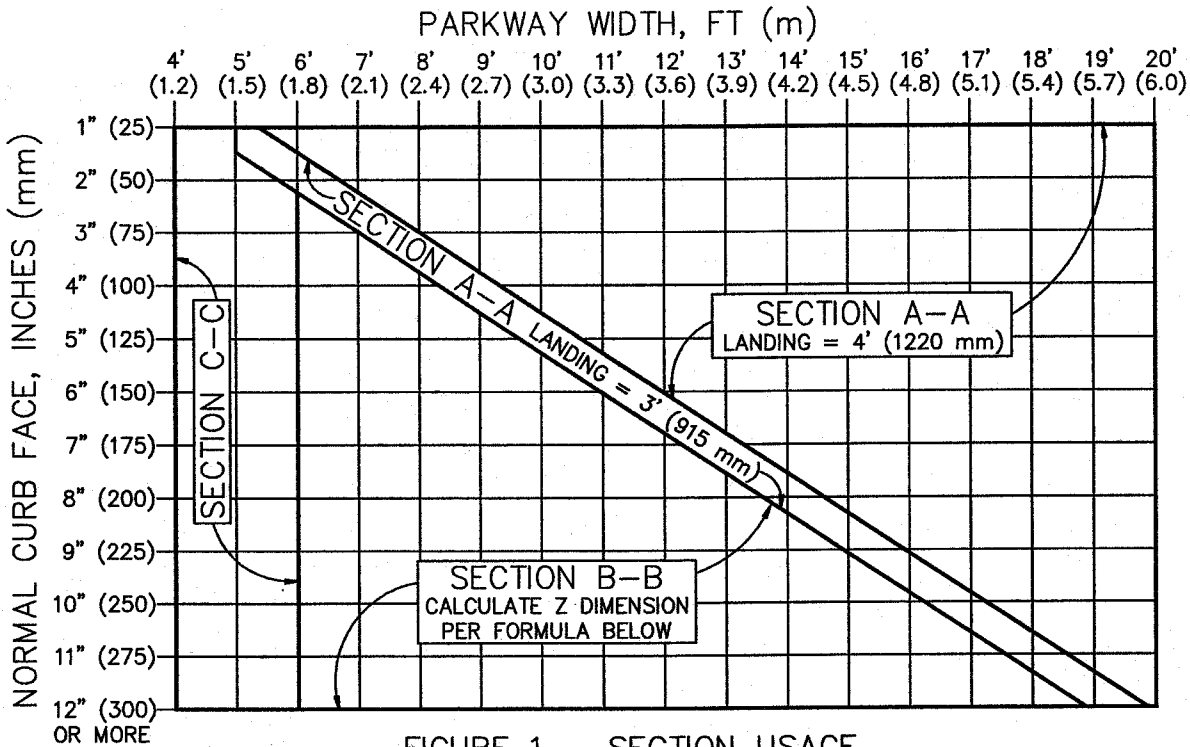


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1200) MIN	2.63' (790)
3" (75)	4.00' (1200) MIN	3.95' (1185)
4" (100)	4.00' (1200)	5.26' (1580)
5" (125)	5.00' (1500)	6.58' (1975)
6" (150)	6.00' (1800)	7.90' (2370)
7" (175)	7.00' (2100)	9.21' (2765)
8" (200)	8.00' (2400)	10.53' (3160)
9" (225)	9.00' (2700)	11.84' (3555)
10" (250)	10.00' (3000)	13.16' (3950)
11" (275)	11.00' (3300)	14.47' (4340)
12" (300)	12.00' (3600)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH  
L = LANDING WIDTH, 4' (1220 mm) TYP, 3' (915 mm) MIN

$$Z = [(Y+L)-W] \times 0.760$$

IF  $(Y+L) < W$ , THEN  $Z = 0$

TABLE 1 SHOWS X FOR A FLARE SLOPE OF 8.33% AT THE CURB FACE. IF L IS 4' (1220 mm) OR MORE, X MAY BE MULTIPLIED BY 0.833 FOR A MAXIMUM FLARE SLOPE OF 10% AT THE CURB FACE.

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$$X = CF / 8.333\%$$

$$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$$

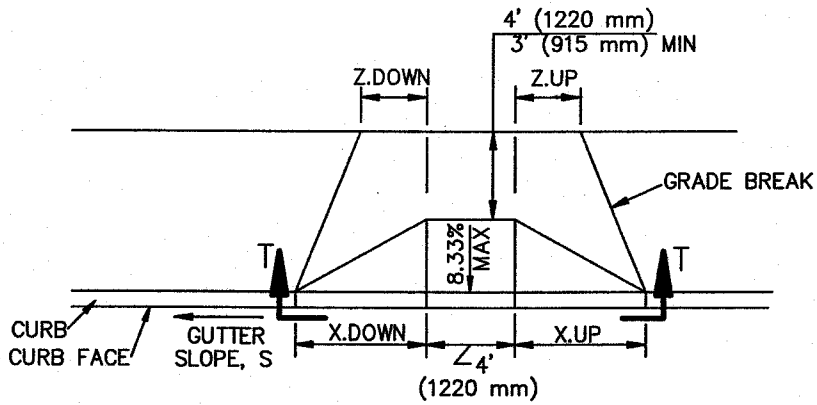
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

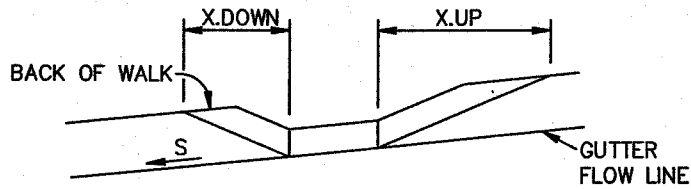
CURB RAMP

111-4

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T  
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

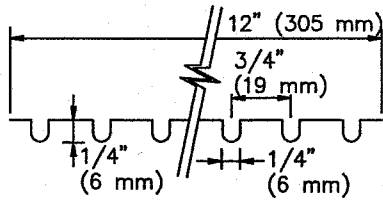
FOR EXAMPLE,  $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

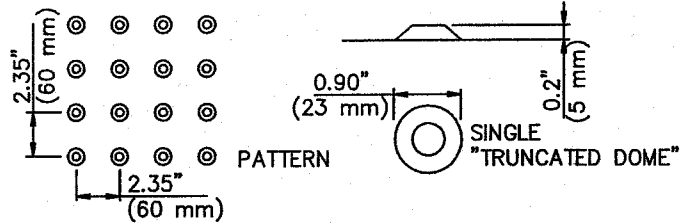
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:  
 $K.DOWN = 8.333\% / (8.333\% + S)$   
 $K.UP = 8.333\% / (8.333\% - S)$

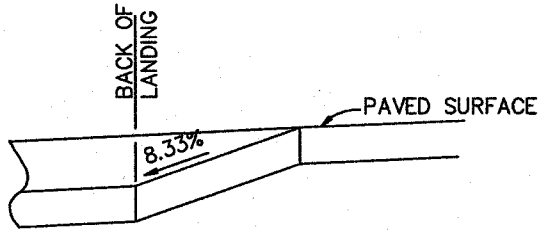
STREET SLOPE ADJUSTMENTS



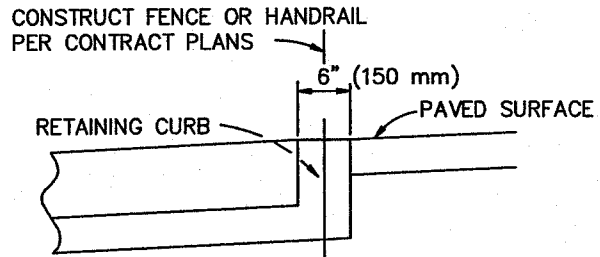
GROOVING DETAIL



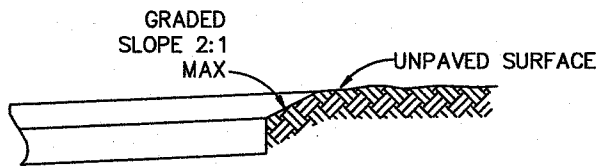
DETECTABLE WARNING DETAIL



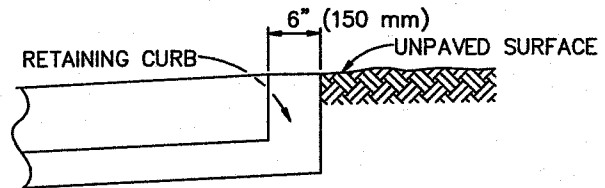
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

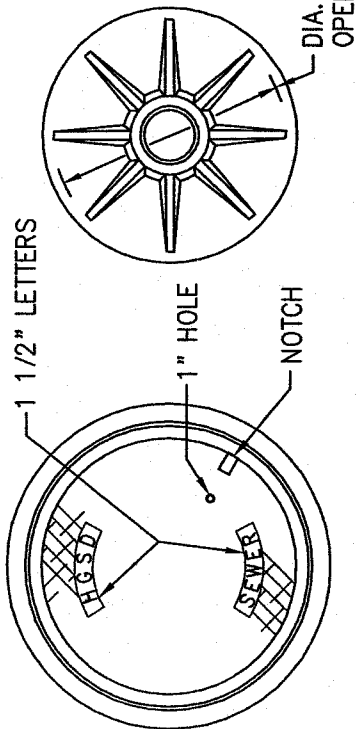
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN.
7. ANGLE =  $\Delta/2$  UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

**MANHOLE COVER & FRAME  
REQUIRED DIMENSIONS**

COVER RIM THICKNESS	CLEAR OPENING	COVER O.D.	FRAME I.D.	FRAME HEIGHT	OVERALL BASE	TOTAL WT
1 1/2"	22 1/2"	25 3/4"	26"	6"	33 1/2"	435

**NOTES:**

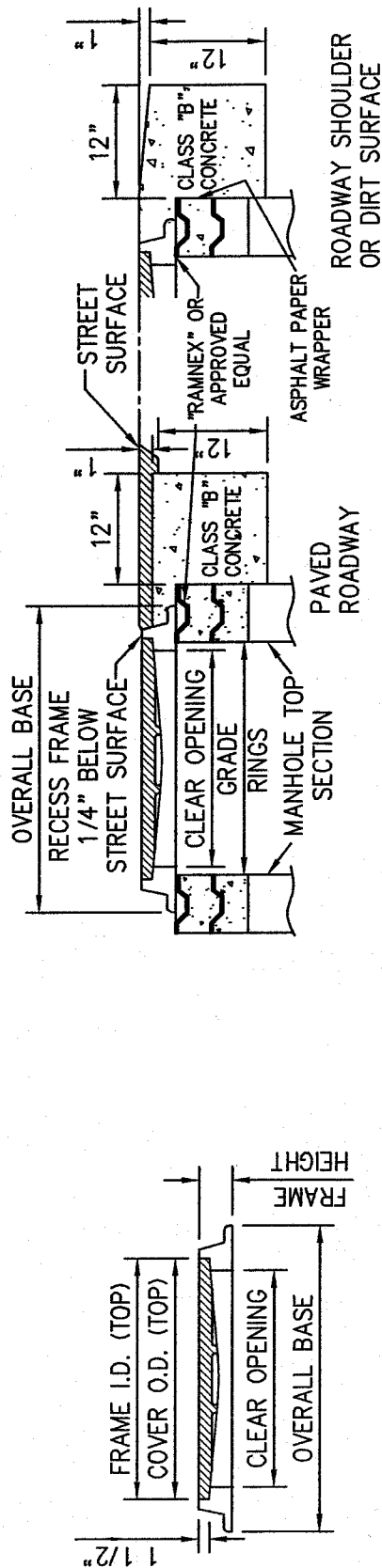
1. MANHOLE COVER SHALL BE DESIGNED FOR A.A.S.H.T.O. H-20 LOADING.
2. CAST IRON ASTM A48 CLASS 30B.
3. MANHOLE COVER SHALL BE ALHAMBRA FOUNDRY CO. TYPE A-1170; SOUTH BAY FOUNDRY SBF-1170, NEENAH FOUNDRY CO. TYPE R-1572.
4. MARKER POSTS SHALL BE INSTALLED TO MARK MANHOLE LOCATIONS IN OPEN FIELD INSTALLATIONS.
5. FRAME & COVER TO BE ADJUSTED TO FINISHED GRADE AFTER FINISHED PAVING.



TOP VIEW

BOTTOM VIEW

COVER DETAIL



SECTION

TYPICAL INSTALLATION

HOME GARDENS SANITARY DISTRICT

APPROVED DATE:

NOV. 2012

*[Signature]*  
DISTRICT ENGINEER

STANDARD DRAWING

**MANHOLE COVER & FRAME**

STD. DWG. NO.

S-1

EXISTING MANHOLE FRAME AND COVER (ROUND OR SQUARE)

1.5" A.C. PAVEMENT ON TACK COAT

12" MINIMUM OF CLASS 560-C-3250 CONCRETE

TACK COAT ON CONCRETE

**PLAN VIEW**

EXISTING MANHOLE FRAME AND COVER

1.5" THICK A.C. PAVEMENT

TACK COAT

12" MIN.

AGGREGATE BASE AS PER PLANS

A.C. PAVEMENT AS PER PLANS

VARIABLE

ADJUST FRAME TO GRADE WITH BRICK AND/OR MORTAR PER SSPWC 202-1.2 (SEE NOTE 2)

CLASS 560-C-3250 CONCRETE

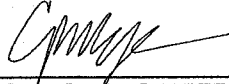
8" MIN.

**NOTES:**

1. LOWER MANHOLE TO 6" BELOW SUB-GRADE AND COVER WITH 4'X4'X1/2" STEEL PLATE PRIOR TO STREET CONSTRUCTION.

2. FOR STANDARD PRE-CAST MANHOLES USE PRE-CAST GRADE RINGS.

**CROSS SECTION**

HOME GARDENS SANITARY DISTRICT	APPROVED DATE:	DEC. 2012	STANDARD MANHOLE ADJUSTMENT DETAILS	STD. DWG. NO.
	 DISTRICT ENGINEER			S-2





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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

January 31, 2013

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

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

**RE: NOTICE INVITING BIDS: Indiana Avenue Home Gardens Road Improvement  
(Phase II) C2-0138**

To Whom It May Concern:

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

Sunday	- February 3, 2013	Friday	- February 8, 2013
Monday	- February 4, 2013	Saturday	- February 9, 2013
Tuesday	- February 5, 2013	Sunday	- February 10, 2013
Wednesday	- February 6, 2013	Monday	- February 11, 2013
Thursday	- February 7, 2013	Tuesday	- February 12, 2013

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

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

Printed at: 10:31 am  
on: Thursday, Jan 31, 2013  
Ad #: 0000982238  
Order Taker: Maria Tinajero

**enterprisemedia**  
Classified Advertising  
Proof

3450 Fourteenth St.  
Riverside, CA 92501-3878  
(800) 514-7253  
(951) 684-1200  
(951) 368-9006 Fax

Account Information

Phone #: (951) 955-1066  
Name: BOARD OF SUPERVISORS  
Address: P.O. BOX 1147, COUNTY OF RIVERSIDE  
RIVERSIDE, CA 92502  
USA

Account #: 100141323  
Client:  
Placed By: Kimberly Rector  
Fax #: (951) 955-1071

Ad Information

Classification: EN CLS Legals  
Publication: PE.com, Press Enterprise

Start Date: 02/03/2013  
Stop Date: 02/12/2013  
Insertions: 10 print / 10 online

Rate Code: LGL PE County-Legal  
Ad type: CLS 10 Liner

Size: 2.0 X 56 Li  
Bill Size:

Amount Due: **\$1,355.20**

Ad Copy:

**NOTICE INVITING BIDS**

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

**INDIANA AVENUE  
HOME GARDENS ROAD IMPROVEMENT  
(PHASE II)**

**PROJECT NO. C2-0138  
COMMUNITY DEVELOPMENT BLOCK GRANT,  
CDBG No. 227-09**

Proposal shall be delivered to the Riverside County Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-0780 not later than 2:00 p.m., on Wednesday, February 20, 2013, to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated December 2012, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$30 per set plus mailing. No refund. Prospective bidders may preview the plans, specifications and other contract documents, at no charge prior to purchase, at the above noted location.

This project is being financed with Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 135) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others.

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

Engineering Estimate	\$198,000.00 - \$231,000.00
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	20 Working Days

Dated: January 31, 2013  
Kacia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant 2/3 - 2/12



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

January 31, 2013

RIVERSIDE COUNTY RECORD  
ATTN: LEGALS  
PO BOX 3187  
RIVERSIDE, CA 92519

FAX (951) 685-2961  
E-MAIL: recordmde@aol.com

**RE: NOTICE INVITING BIDS: Indiana Avenue Home Gardens Road Improvement  
(Phase II) C2-0138**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

**Thursday – February 7, 2013**  
**Thursday – February 14, 2013**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

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

**Gil, Cecilia**

---

**From:** Rector, Kimberly  
**Sent:** Thursday, January 31, 2013 3:31 PM  
**To:** Gil, Cecilia  
**Subject:** FW: PACKET- C2-0138.doc

**From:** Michael Evans [<mailto:recordmde@aol.com>]  
**Sent:** Thursday, January 31, 2013 3:23 PM  
**To:** Rector, Kimberly  
**Subject:** Re: PACKET- C2-0138.doc

Hello,

I have received the notice for publication.

Thanks, Mike Evans

The Riverside County Record Newspaper

951-685-6191-----Original Message-----

**From:** Rector, Kimberly <[KRECTOR@rcbos.org](mailto:KRECTOR@rcbos.org)>

**To:** recordmde <[recordmde@aol.com](mailto:recordmde@aol.com)>

**Cc:** Gil, Cecilia <[CCGIL@rcbos.org](mailto:CCGIL@rcbos.org)>

**Sent:** Thu, Jan 31, 2013 9:13 am

**Subject:** PACKET- C2-0138.doc

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

**Thursday – February 7, 2013**

**Thursday – February 14, 2013**

Please let me know if you have any questions.

Sincerely,

Kimberly Rector  
Assistant Clerk of the Board



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

January 31, 2013

BLACK VOICE NEWS  
ATTN: LEGALS  
4290 BROCKTON AVE.  
RIVERSIDE, CA 92501

FAX (951) 276-0877  
E-MAIL: [leeragin@blackvoicenews.com](mailto:leeragin@blackvoicenews.com)

**RE: NOTICE INVITING BIDS: Indiana Avenue Home Gardens Road Improvement  
(Phase II) C2-0138**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME:**

**Thursday – February 7, 2013**

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Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

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

## Gil, Cecilia

---

**From:** Lee Ragin <leeragin@blackvoicenews.com>  
**Sent:** Monday, February 04, 2013 8:31 AM  
**To:** Gil, Cecilia  
**Subject:** RE: PACKET- C2-0138.doc

Good morning Ms. Cecilia,

We are in receipt of the Notice Inviting Bids. The cost is \$75. Should you require any additional information, please do not hesitate to give me a call.

Lee Ragin, Jr.  
Editor  
The Black Voice News  
951.682.6070  
[www.blackvoicenews.com](http://www.blackvoicenews.com)

---

**From:** Gil, Cecilia [CCGIL@rcbos.org]  
**Sent:** Monday, February 04, 2013 7:53 AM  
**To:** Lee Ragin  
**Subject:** FW: PACKET- C2-0138.doc

Hello...have you received this? Can I please get a confirmation? Thank you!

*Cecilia Gil*

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

***THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.  
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.***

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**From:** Rector, Kimberly  
**Sent:** Thursday, January 31, 2013 9:11 AM  
**To:** [leeragin@blackvoicenews.com](mailto:leeragin@blackvoicenews.com)  
**Cc:** Gil, Cecilia  
**Subject:** PACKET- C2-0138.doc

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME:**

**Thursday – February 7, 2013**

Please let me know if you have any questions.

Sincerely,

Kimberly Rector  
Assistant Clerk of the Board

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Dated: January 31, 2013

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