

FORM APPROVED COUNTY COUNSEL  
 BY: 4871/1490 3/21/13  
 DATE  
 MARSHAL VICTOR



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

**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 March 21, 2013

**SUBJECT:** Construction of traffic signal and street improvements at the intersection of Cajalco Road and Alexander Street, Mead Valley area.

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

1. Approve the plans and specifications for the construction of a traffic signal and street improvements at the intersection of Cajalco Road and Alexander Street in the Mead Valley area.
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, May 01, 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:	\$ 309,919	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> HSIP- Highway Safety Improvement Program (90%), Redevelopment Agency (10%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no General Funds used in this project.				Requires 4/5 Vote <input type="checkbox"/>

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

APPROVE  
 BY: Tina Grande  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 2, 2013  
 xc: Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: \_\_\_\_\_  
 Deputy

Prev. Agn. Ref. | District: 1/1 | Agenda Number:

3-10

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Construction of traffic signal and street improvements at the intersection of Cajalco Road and Alexander Street, Mead Valley area.

March 21, 2013

Page 2 of 2

**BACKGROUND:** The Transportation Improvement Program provides for the construction of a traffic signal and street improvements at the intersection of Cajalco Road and Alexander Street in the Mead Valley area. The proposed traffic signal will improve safety by providing protected traffic movements and pedestrian crossings.

Funding for construction of these improvements is being provided in part from Federal Highway Safety Improvement Program funds for which the County successfully competed.

Additional project funding is being provided through an agreement between the County and the Redevelopment Agency approved on January 25, 2012, under agenda items 4.1 and 9.17.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 to be funded from gas tax.

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

Environmental clearance is complete.

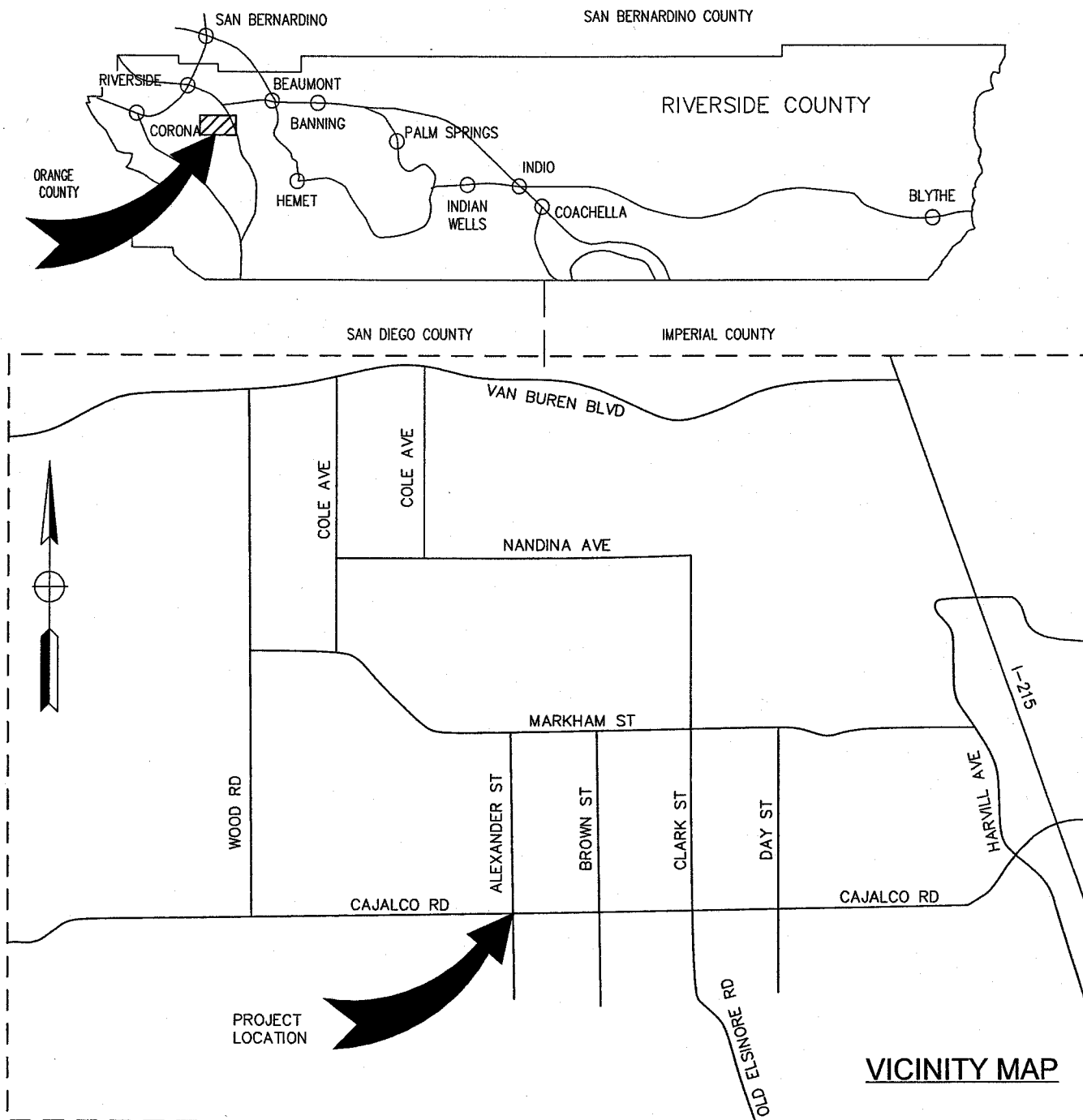
Project Number: C1-0647, Federal Aid No. HSIPL- 5956 (203)

COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION

CAJALCO RD AND ALEXANDER ST  
TRAFFIC SIGNAL

MEAD VALLEY AREA

PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)



# **SPECIFICATIONS and CONTRACT DOCUMENTS**

**for the**

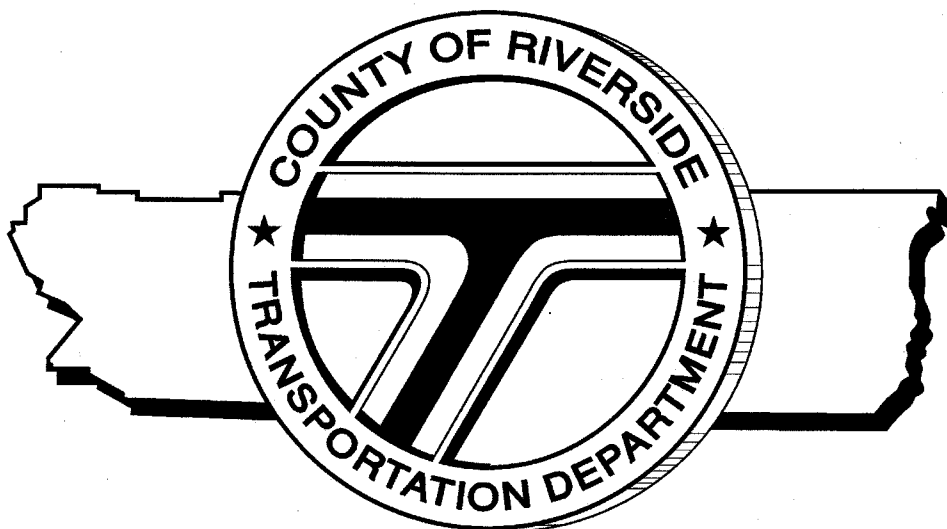
## **CONSTRUCTION**

**of**

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**MEAD VALLEY AREA**



# **TRANSPORTATION DEPARTMENT**

APR 02 2013 3-10 pgs

FORM APPROVED COUNTY COUNSEL  
BY: MP Victor 3/21/13  
MARSHAL VICTOR DATE

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**MEAD VALLEY AREA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

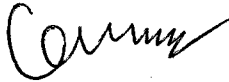
**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**MEAD VALLEY AREA**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**Contract Approvals:**

Approved by:



7/2/12


\_\_\_\_\_  
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:

**TRAFFIC**

  
\_\_\_\_\_  
DOWLING TSAI, P.E.  
COUNTY PROJECT MANAGER

7/2/12  
\_\_\_\_\_  
DATE



**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

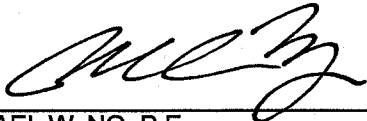
**MEAD VALLEY AREA**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**Engineering Certification:**

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

**CIVIL ENGINEERING**



MICHAEL W. NG, P.E.

7/5/12

DATE



**SPECIFICATIONS AND CONTRACT DOCUMENTS**

For the construction of

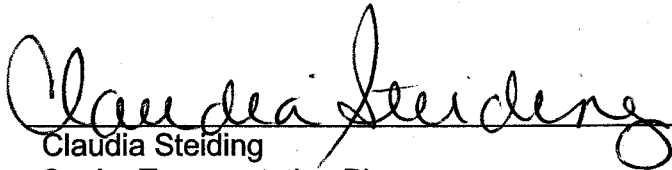
**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**MEAD VALLEY AREA**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**Water Pollution Control Special Provision:**

**Reviewed and Recommended by:**



Claudia Steiding  
Senior Transportation Planner  
NPDES Coordinator  
Riverside County Transportation Department

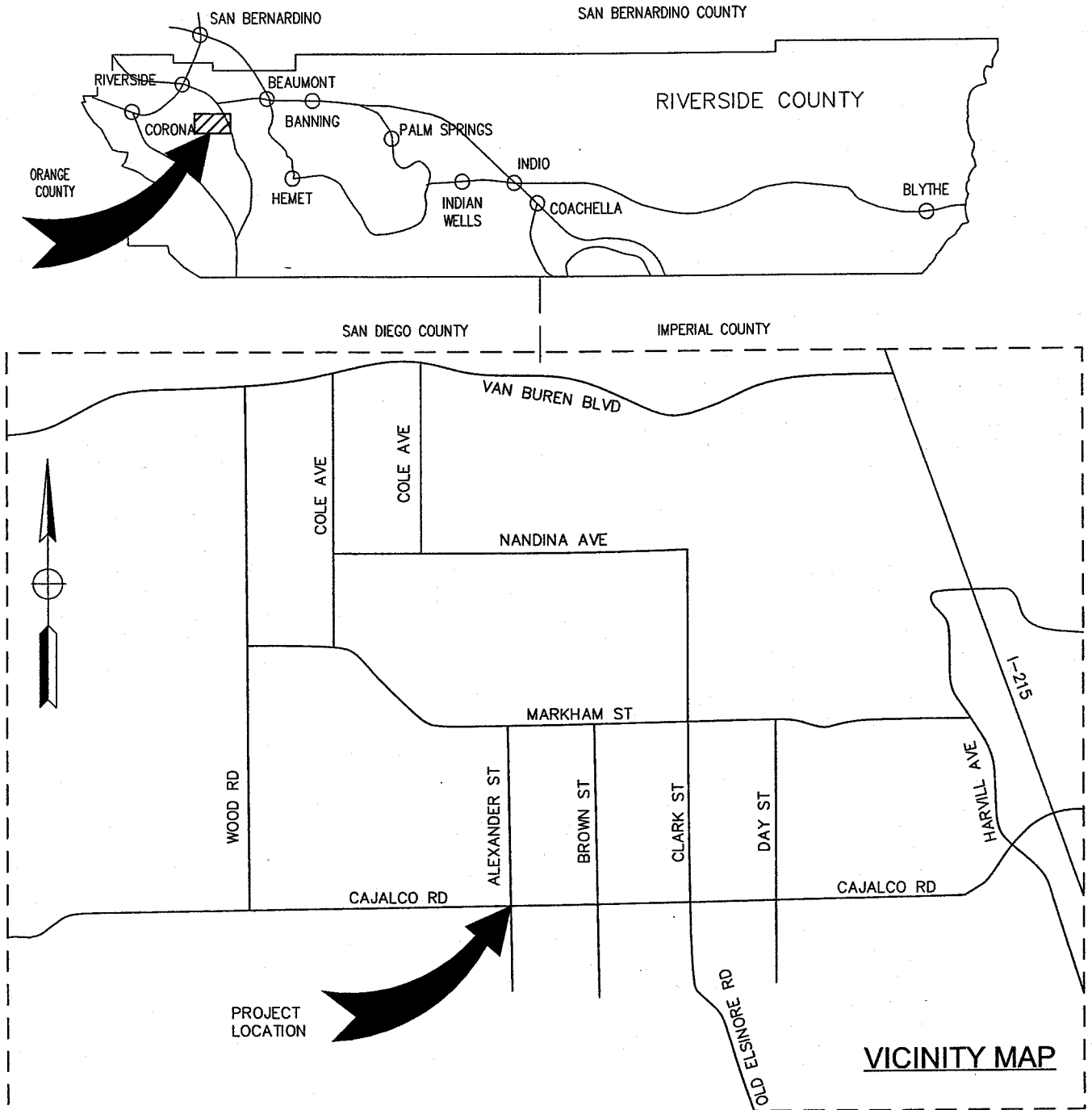
  
Date



COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION

CAJALCO RD AND ALEXANDER ST  
TRAFFIC SIGNAL

MEAD VALLEY AREA  
PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)



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**BID TO THE COUNTY OF RIVERSIDE**

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT  
MEAD VALLEY AREA  
PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**NAME OF BIDDER:** \_\_\_\_\_

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

The work to be done is shown upon plans entitled, Cajalco Road and Alexander Street, Traffic Signal and Lighting in Riverside County, Mead Valley Area.

**ADDENDA -**

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

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

**TO THE COUNTY OF RIVERSIDE:**

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

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT  
MEAD VALLEY AREA  
PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING	LS	1		
5	860201	SIGNAL AND LIGHTING	LS	1		
6	190101	ROADWAY EXCAVATION	CY	234		
7	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT [.10']	SQYD	455		
8	260201	CLASS 2 AGGREGATE BASE	CY	117		
9	390130	HOT MIX ASPHALT	TON	318		
10	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [AC RAMPS]	SQYD	40		
11	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	3		
12	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) [MODIFIED]	EA	1		
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	20		
14	000003	8" AC DIKE TRANSITION PER DETAIL "B", SHEET 3	EA	8		
15	190185	SHOULDER BACKING	LF	2,350		
16	066720	GRADE DITCH	LF	150		
17	150806	REMOVE PIPE	LF	7		
18	665025	24" CORRUGATED STEEL PIPE (.138" THICK)	LF	25		
19	000003	PIPE COUPLING PER CALTRANS STD D97-A, D97-C, D97-D	EA	1		
20	510501	MINOR CONCRETE [HEADWALL PER CALTRANS STD. D89]	EA	1		
21	513553	RETAINING WALL (MASONRY WALL) [PER APWA STD 618-3]	LF	54		
22	066804	RELOCATE FENCE	LS	1		
23	066806	RELOCATE GATE	EA	1		
24	833000	METAL RAILING [HANDRAIL] [PER APWA STD 606-3 (TYPE A)]	LF	92		
25	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,900		
26	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000		
27	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140		
28	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	675		
29	566011	ROADSIDE SIGN - ONE POST	EA	6		
30	066565	RELOCATE SIGN	EA	3		
31	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	10		
32	019901	DEMOBILIZATION	LS	1	15,000.00	15,000.00

PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEMS 1-32

"WORDS"

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

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

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

TRUE NAME OF BIDDER:

---

---

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

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

PRINT NAME AND TITLE

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

\_\_\_\_\_  
TITLE

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

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (    ) \_\_\_\_\_

FAX NO:              AREA CODE (    ) \_\_\_\_\_

ELECTRONIC MAIL: \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

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

LICENSE CLASSIFICATIONS: \_\_\_\_\_



**SUBCONTRACTORS:**

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

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

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

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

does not have a proposed debarment pending; and

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

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

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

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

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

## **DECLARATION**

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

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

### **Note:**

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

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

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

## **QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## **COMPLIANCE WITH ORDERS OF NATIONAL LABOR RELATIONS BOARD STATEMENT**

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

## **NON-COLLUSION AFFIDAVIT**

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

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Title)

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

**NOTE:**

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

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

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

## 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.

## **NON LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ actual planned

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature value

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: Date:

Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:



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

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

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

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

# Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY: County of Riverside LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

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

BIDDER'S NAME: \_\_\_\_\_

CONTRACT DBE GOAL: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT, DBE

<p><b>For Local Agency to Complete:</b></p> <p>Local Agency Contract Number: _____</p> <p>Federal-aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contract Award Date: _____</p> <p>Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.</p> <p>_____ Print Name Local Agency Representative</p> <p>_____ Signature</p> <p>_____ Date</p> <p>(Area Code) Telephone Number: _____</p>	<p>Total Claimed DBE Participation</p> <p>\$ _____</p> <p>_____ %</p>
	<p>_____ Signature of Bidder</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p> <p>Local Agency Bidder DBE Commitment (Construction Contracts) (Rev 6/26/09)</p>

- Distribution:**
- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
  - (2) Copy – Include in award package to Caltrans District Local Assistance
  - (3) Original – Local agency files

## **Instructions – Local Agency Bidder**

### **DBE Commitment (Construction Contracts), Exhibit 15-G**

#### **ALL BIDDERS:**

#### **PLEASE NOTE:**

**This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

#### **IMPORTANT:**

Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion to be performed or furnished by the DBE.) See Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of the Special Provisions to determine how to count the participation of DBE firms.

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

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

**DBE Information - Good Faith Efforts, Exhibit 15-H**

Federal-aid Project No. HSIPL-5956 (203) Bid Opening Date: \_\_\_\_\_

The County of Riverside established a Disadvantaged Business Enterprise (DBE) goal of 2.9 % for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

<u>Publications</u>	<u>Dates of Advertisement</u>

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

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

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

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

## Local Agency Bidder – DBE Information Attachment

### Bids Received By Apparent Low Bidder, Second Low Bidder, and Third Low Bidder

Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid/proposal that the apparent low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid/proposal was solicited by the apparent low bidder. Bidder information is required for both DBE and non-DBE firms. This information must be submitted by the apparent low bidder, second low bidder and third low bidder as an attachment to the completed “Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G” form. Use additional sheets if necessary.

Type of work	DBE Firm Name and Address	Certified DBE [Yes or No]	Last Year's Gross Receipts [a]	Age of DBE Firm [Years]

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

**Bid Bond**

**Recitals:**

1. \_\_\_\_\_ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Cajalco Road and Alexander Street, Traffic Signal and Lighting Project, Mead Valley Area, Project No. C1-0647, Federal Aid No. HSIPL 5956 (203)** 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).**



**CONTRACT**

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**MEAD VALLEY AREA**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

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

**ARTICLE I: WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addenda No. \_\_\_\_\_, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

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

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

**ARTICLE III:** The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

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

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

COUNTY OF RIVERSIDE

CONTRACTOR

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

BY \_\_\_\_\_

Dated \_\_\_\_\_

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

ATTEST:

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 \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(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).**

**COUNTY OF RIVERSIDE**  
**NOTICE TO BIDDERS**

Sealed proposals will be received at the Riverside County Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on May 01, 2013 which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows:  
County of Riverside,

**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**MEAD VALLEY AREA**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

The DBE Contract goal is 2.9 percent.

A pre-bid meeting is scheduled for 2:15 pm on April 17, 2013, at the County of Riverside Transportation Department, 3525 14<sup>th</sup> Street, Riverside, California 92501. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory.

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

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

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

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

**Plans and specifications may be obtained for a NONREFUNDABLE FEE OF \$30 PER FULL SIZE PLANSET, plus mailing, and are available at 3525 14<sup>th</sup> Street, Riverside, CA 92501**

Engineering Estimate	\$279,000.00 - \$325,500.00
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	35

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

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

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

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

Attention is directed to the Federal minimum wage rate requirements in the bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations.

This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

April 02, 2013  
Date

Kecia Harper-Ihem, Clerk of the Board

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

## **SPECIAL PROVISIONS**

### **SECTION 1**

#### **SPECIFICATIONS AND PLANS**

##### **1-1.01 GENERAL:**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, and the Standard Plans dated July 2006, and Amendments to May 2006 Standard Specifications, updated June 20, 2012, of the State of California, Department of Transportation, insofar as the same may apply and in accordance with the following Special Provisions.

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

##### **1-1.02 NOTICE:**

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

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

Bidders are advised that, as required by federal law, the County of Riverside is implementing new Disadvantaged Business Enterprise requirements (June 2012). Section 2, "Proposal Requirements and Conditions" under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General" under subsection titled "Performance of Subcontractors" of these Special Provisions cover the DBE requirements.

Attention is directed to Section 1-1.01, "General" of the Amendments to the Standard Specifications, Dated July 1999, regarding plain language specifications.



1-1.03

**DEFINITIONS:**

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

Department of Transportation -

The County of Riverside.

Director of Transportation, State Highway Engineer and Engineer -

The Director of Transportation and includes his representative.

Laboratory -

The established laboratory of the County of Riverside.

State - The County of Riverside.

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

You, Your:

The word "You" and "Your" refers to Bidder and/or Contractor.

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

## SECTION 2

### PROPOSAL REQUIREMENTS AND CONDITIONS

#### 2-1.01

#### GENERAL:

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

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

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

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

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

The proposal form is bound together with the contract.

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

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

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

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

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

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

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

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

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

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

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

If the Bidder requires clarification or interpretation of the Bidding Documents, the Bidder shall make a written request to the County by a Request for Information (RFI). All requests for information must be submitted, in writing, between the hours of 8:00 AM and 5:00 PM on any day, Monday through Thursday (except holidays), up to, including and no later than the fifth (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, that it is in the best interest of the public and the County to do so. Requests for Information should be addressed to: County of Riverside, Transportation Department, Attn: Joel Jimenez; 3525 14<sup>th</sup> Street, Riverside, CA 92501, facsimile (951) 955-3164, electronic mail: [irjimenez@rctlma.org](mailto:irjimenez@rctlma.org).

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are not subject to this bidding requirement:

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

In the event that a bidder submits different unit bid amounts for "Like Bid Items",

as described above, the bid will be corrected by applying the lowest of the unit bid amounts to all the respective "Like Bid Items".

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

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

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

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

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

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

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

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

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

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

**2-1.015**

**FEDERAL LOBBYING RESTRICTIONS:**

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

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

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

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

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier Contractors. An event that materially affects the accuracy of the information reported includes:

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

**2-1.02**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

Under 49 CFR 26.13(b):

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

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

To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

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



1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

**A. DBE Commitment Submittal**

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

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the County. DBE Commitment form 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 DBE Commitment form unless the County requests it. If the County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

If you do not submit the DBE Commitment form within the specified time, the County finds your bid non-responsive.

**B. Good Faith Efforts Submittal**

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and

date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The County may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

**C. DBE Information Attachment, Bids Received by Bidders**

Submit Local Agency Bidder DBE Information, Bids Received by Bidders form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the "DBE Information Bids Received by Bidders" form is not submitted with the bid, the apparent low bidder, second low bidder and third low bidder must complete and submit the DBE Information form to the County.

Other bidders do not need to submit the DBE Information Attachment form unless the County requests it. If the County requests you to submit a DBE Information Attachment form, submit the completed Attachment form within 4 business days of the request.

Bidder information shall be furnished, using this form, for each supplier, trucking firm and sub-contract bid/proposal that the apparent low bidder, second low bidder and third low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not the bid/proposal was solicited by the apparent low bidder. This information shall be submitted by the apparent low bidder as an Attachment to the completed "Local Agency Bidder – DBE Commitment (Construction Contracts), Exhibit 15-G" form.

**2-1.03**

**DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT:**

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

### SECTION 3

#### AWARD, AND EXECUTION OF CONTRACT

##### 3-1.01 GENERAL:

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

##### 3-1.01A (BLANK)

##### 3-1.01B INSURANCE - HOLD HARMLESS:

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

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

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

##### I. Workers Compensation Insurance:

Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance coverage as prescribed by the laws of the State of California. Policy shall include Employer's Liability including Occupational Disease with limits not less than **\$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 Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

Contractor shall further require each of its subcontractors to procure Worker's Compensation Insurance as required by the State while working on the project and the Contractor shall require the subcontractors to endorse the policy to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement, or Additional Insured Endorsement naming the "County of Riverside, its Directors,

Officers, Special Districts, Board of Supervisors, employees, agents and representatives" as Additional Insureds. Policy shall contain a Waiver of Subrogation in favor of the County of Riverside.

## **II. Comprehensive General Liability Insurance:**

Contractor shall take out and maintain during the course of the work General Liability Insurance covering bodily injury and property damage insurance and blanket contractual coverage as to the work and obligations covered hereunder. The amount of the insurance shall be in an amount **not less than \$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 Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" are named as Additional Insureds.

In the alternate to naming County of Riverside as additional insured, Contractor may take out and maintain during the course of the work and until acceptance by County, Owner's Protective Liability Insurance in an amount not less than \$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 Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives" as Additional Insureds.

## **IV. Hold Harmless:**

Contractor shall hold County of Riverside its officers, agent, and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of Contractor, its officers, agents, employees or subcontractors relating to or in anywise connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in

furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, County of Riverside its officers, agents and employees in any legal action based upon any such alleged acts or omissions.

**3-1.01C**

**AWARD OF CONTRACT:**

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

Bid protests are to be delivered to the following address:

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

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

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

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

responsive and the bid guarantee submitted by that contractor shall become the property of the County of Riverside as prescribed in the bid documents and as allowed by law.

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

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

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

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

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

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

### **3-1.02**

#### **CONTRACT BONDS:**

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

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a

rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the project documents shall be used.

**3-1.03**      **RETURN OF PROPOSAL GUARANTEES:**

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

**3-1.04**      **ADDENDA:**

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

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

**3-1.05**      **BID BOND:**

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

**3-1.06**      **ALTERNATE BID SCHEDULES:**

If the Proposal includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following shall apply: The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule.



Unless otherwise specified, the basis of the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

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

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

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

## SECTION 4

### **BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Section 8-1.03 is modified to read as follows:

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

The Contractor shall diligently prosecute the work to completion before the expiration of **35 working days** from the date stated in the "Notice to Proceed". Attention is directed to Section 8-1.06, "Time of Completion" and Section 7-1.01A (1), "Hours of Labor" of the Standard Specifications.

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

The Contractor shall pay to the County of Riverside the sum of **\$ 800 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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

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

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

## SECTION 5

### GENERAL

#### 5-1.01 PUBLIC SAFETY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-1.02**

**EXTRA WORK:**

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

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

**5-1.03**

**PREVAILING WAGE:**

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

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

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

Attention is directed to the Federal minimum wage rate requirements in the books referred to herein as "Proposal and Contract". If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal

minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**5-1.04**

**SUBCONTRACTOR AND DBE RECORDS:**

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form (See Special Provision Section 6 attachments). Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form (See Special Provision Section 6 attachments). Submit it within 90 days of contract acceptance. The County withholds \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The

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

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F) (See Special Provision Section 6 attachments).

**5-1.05 DBE CERTIFICATION STATUS:**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification.

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

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403 (F) (See Special Provision Section 6, Attachment, Caltrans LAPM, Exhibit 17-O) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

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

**5-1.06.A PERFORMANCE OF SUBCONTRACTORS:**

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

**5-1.06.B      PERFORMANCE OF DBE:**

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the County of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

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



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

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

#### 5-1.07

#### **SUBCONTRACTING:**

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

Do not use a debarred contractor. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred Contractors is available from the Department of Industrial Relations web site at [http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

**5-1.08**

**LABOR NONDISCRIMINATION:**

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

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

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

**5-1.09**

**ARBITRATION:**

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

**5-1.10**

**SOUND CONTROL REQUIREMENTS:**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**5-1.11**

**PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:**

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

This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

**5-1.12**

**PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS:**

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime Contractor or subcontractors is prohibited and no retainage will be held by the prime Contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor or deficient subcontract performance, or noncompliance by a subcontractor.

This provision applies to both DBE and non-DBE prime contractors and

subcontractors.

Sections 9-1.06 of the State of California Department of Transportation Standard Specifications shall be considered as modified accordingly, and Section 9-1.065 shall not apply.

**5-1.13**

**PAYMENTS:**

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

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

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

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

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

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

**5-1.14**

**DEPOSIT OF SECURITIES:**

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

performance under the contract.

**5-1.15**

**FORCE ACCOUNT PAYMENT:**

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

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

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

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

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

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

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

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

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

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

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

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

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

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

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

#### **5-1.16**

#### **ASSIGNMENT OF CLAIMS:**

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

**CLAIMS RESOLUTION:**

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

1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provide in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
  - (a) Claims Under or equal to \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
  - (b) Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.
2. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.

3. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
4. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

#### **5-1.18**

#### **REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

#### **5-1.19**

#### **DUST ABATEMENT:**

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

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County of Riverside, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the



Contractor and the County of Riverside by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01 "Laws to be Observed" of the Standard Specifications. The cost of all fines levied against the County of Riverside will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

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

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

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

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley area of Riverside County. That AQMD rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at [www.aqmd.gov](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 are attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

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

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

**The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer.** Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to [dustcontrol@aqmd.gov](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 under the Bid Item "Dust Abatement" on a lump sum basis, up to the fixed bid price, for the work performed.

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

## **Dust Abatement Attachments**

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

## AQMD 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</b> <b>1-800-CUT-SMOG</b>	3 ½" Bold Numbers ←

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

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

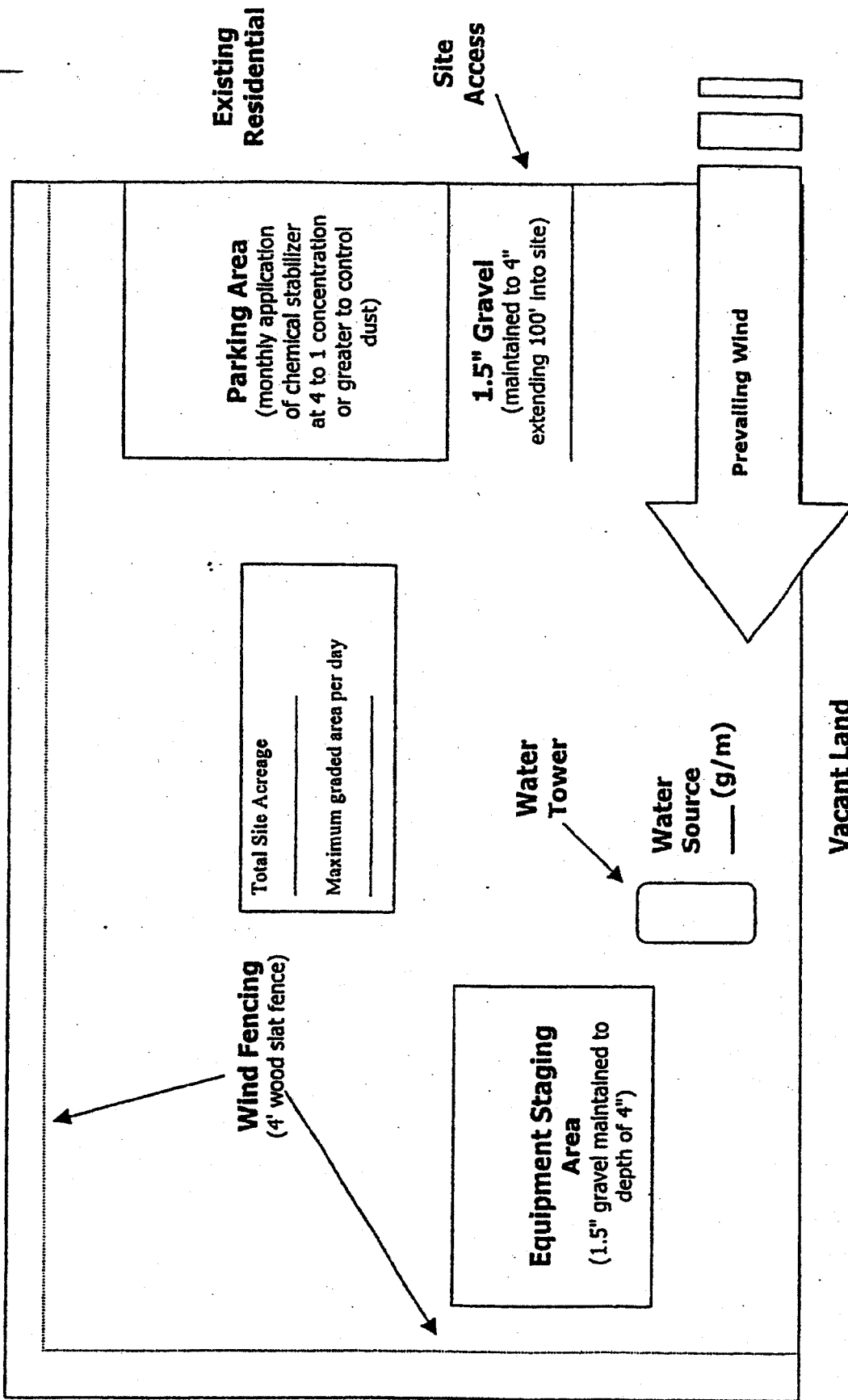
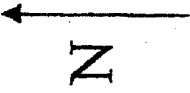
2" UPPERCASE Letters	PROJECT NAME:		4" Title Case Bold Letters
2" UPPERCASE Letters	CONTRACTOR		4" Title Case Bold Letters
2" Title Case Letters	Contractor's Dust Control Phone #		4" Bold Numbers
2" Title Case Letters	County of Riverside Phone #	909-	4" Bold Numbers
2" Title Case Letters	Phone Number: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

Section 1

Simplified Sample Site Plan

Existing Residential

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



Existing Residential

DA5

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



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

- If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.
  
- Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).
  
- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
  
- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.
  
- Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.
  
- A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

Remember...

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

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

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

## Plan Review Checklist Finish Grading Phase

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

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

## Plan Review Checklist Construction Phase

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

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

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

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

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

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

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

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

## RULE 403 IMPLEMENTATION HANDBOOK

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### REASONABLY AVAILABLE CONTROL MEASURES

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

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

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

# RULE 403 IMPLEMENTATION HANDBOOK

## REASONABLY AVAILABLE CONTROL MEASURES

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

Source: (1) Land Clearing/Earth-Moving

### CONTROL MEASURES

(A) Watering

### DESCRIPTION

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

(B) Chemical stabilizers

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

(C) Wind fencing

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

(D) Cover haul vehicles

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

(E) Bedliners in haul vehicles

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

### HIGH WIND MEASURE

(a) Cease all active operations; or

(b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

Source: (2) Unpaved Roads

**CONTROL MEASURES**

**DESCRIPTION**

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

**HIGH WIND MEASURE**

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

January 1999

# RULE 403 IMPLEMENTATION HANDBOOK

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Source: (3) Storage Piles

## CONTROL MEASURES

### DESCRIPTION

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

## HIGH WIND MEASURE

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



Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

# RULE 403 IMPLEMENTATION HANDBOOK

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

### HIGH WIND MEASURE

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

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

## CONTROL MEASURES

## DESCRIPTION

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

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Source: (3) Storage Piles

## CONTROL MEASURES

## DESCRIPTION

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

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

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

**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><u>FUGITIVE DUST SOURCE CATEGORY</u></b>	<b><u>CONTROL ACTIONS</u></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.

**TABLE 2 (Continued)**

<b><u>FUGITIVE DUST SOURCE CATEGORY</u></b>	<b><u>CONTROL ACTIONS</u></b>
<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><u>All Categories</u></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.

**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.

**Section 5-2**  
**Federal Prevailing Wage Decision**

General Decision Number: CA130036 03/01/2013 CA36

Superseded General Decision Number: CA20120036

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	01/04/2013
1	01/11/2013
2	03/01/2013

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

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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

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BRCA0018-010 09/01/2009

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

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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 Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	10.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, 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 11/26/2012

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	12.25
Technician.....	\$ 29.05	12.30

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.

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 ENGI0012-003 07/01/2012

	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, PILEDIVING 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; Creter 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, 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, SBM 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 thin 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 01/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	25.30

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
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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, cabledtender; 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 tunneling 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
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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
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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
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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
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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.

\* SFCA0669-002 01/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.43	19.38

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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 rates.

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 majority 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

**SECTION 6**

**6-1 ADDITIONAL FEDERAL REQUIREMENTS:**

**FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the **CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS** located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the **CERTIFICATION** referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

**(This form need not be filled in if all joint venture firms are minority owned.)**

1. Name of joint venture \_\_\_\_\_  
\_\_\_\_\_

2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_  
\_\_\_\_\_

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_  
\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_  
\_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_  
\_\_\_\_\_

2. Marketing and sales \_\_\_\_\_  
\_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_  
\_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_  
\_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_  
\_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....	.....
Name of Firm	Name of Firm
.....	.....
Signature	Signature
.....	.....
Name	Name
.....	.....
Title	Title
.....	.....
Date	Date

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

[Seal]  
Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

[Seal]

**6-2 ADDITIONAL FEDERAL REQUIREMENTS, ATTACHMENTS:**

**Caltrans LAPM, Exhibit 12-E Attachment, Form FHWA 1273**  
Federal Required Contract Provisions, Federal Aid Construction Contracts  
Attachment, Pages 1 through 15 of 23

**Caltrans LAPM, Exhibit 16-B**  
Subcontracting Request  
Attachments Pages 16 through 17 of 23

**Caltrans LAPM, Exhibit 16-Z**  
Monthly Disadvantaged Business Enterprises (DBE) Trucking Verification  
Attachment, Page 18 through 19 of 23

**Caltrans LAPM, Exhibit 17-F**  
Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier  
Subcontractors  
Attachment, Pages 20 through 21 of 23

**Caltrans LAPM, Exhibit 17-O**  
Disadvantaged Business Enterprises (DBE) Certification Status  
Attachment, Pages 22 through 23 of 23

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. 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 1(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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part 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.

## 2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

## 3. Payrolls and basic records

a. 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 1(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 1(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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting 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. Optional 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

##### a. Apprentices (programs of the USDOL).

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.

##### b. Trainees (programs of the USDOL).

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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

**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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties:	19.1 26.1 23.6

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9    28.3  21.5  19.0  19.7  24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9   18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County of \_\_\_\_\_'s approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTING REQUEST**  
DC-CEM-1201 (REV. 4/94) (OLD HC-45) CT# 7541-3514-7

FRONT

See Instructions  
On Back

		<b>REQUEST NUMBER</b>					
<b>CONTRACTOR NAME</b>			<b>COUNTY</b>	<b>ROUTE</b>			
<b>BUSINESS ADDRESS</b>			<b>CONTRACT NO.</b>				
<b>CITY/STATE</b>		<b>ZIP CODE</b>	<b>FEDERAL AID PROJECT NO. (From Special Provisions)</b>				
SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	% OF BID ITEM SUBBED	CHECK IF: (See Categories Below)			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID \$ AMOUNT
			(1)	(2)	(3)		
<p><b>Categories:</b>      1) Specialty                      2) Listed Under Fair Practices Act                      3) Certified DBE/MBE/WBE/DVBE</p>							

**I Certify That:**

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions have been inserted in the subcontracts and shall be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

<b>CONTRACTOR'S SIGNATURE</b>	<b>DATE</b>
-------------------------------	-------------

**NOTE:** This section is to be completed by the Resident Engineer

1. Total of bid items .....	\$	
2. Specialty items (previously requested) .....	\$	
3. Specialty items (this request) .....	\$	
4. Total (lines 2+3) .....	\$	
5. Contractor must perform with own forces (lines 1 minus 4) x _____ % .....	\$	
6. Bid items previously subcontracted .....	\$	
7. Bid items subcontracted ( this request) .....	\$	
8. Total (lines 6+7) .....	\$	
9. Balance of work Contractor to perform (lines 1 minus 8).....	\$	\$

<b>APPROVED</b>	
<b>RESIDENT ENGINEER'S SIGNATURE</b>	<b>DATE</b>

CEM-1201 (HC-46 REV. 4/94)      COPY DISTRIBUTION:      1. Original - Contractor    2. Copy - local agency Resident Engineer  
3. Copy - local agency Labor Compliance Officer    4. Contractor's Information Copy

Back

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

*All First-tier subcontractors must be included on a subcontracting request.*

Submit in accordance with Section 8-1.01 of the Standard Specifications. Type or print requested information. Information copy is to be retained by the contractor. Submit other copies to project's Resident Engineer. After approval, the original will be returned to the contractor.

When an entire item is subcontracted, the value to be shown is the contractor's bid price.

When a portion of an item is subcontracted, describe the portion, and show the % of bid item and value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS.

Prior to submittal of a DC-CEM-1201 involving a replacement Subcontractor, submit a separate written request for approval to substitute a listed subcontractor. Section 4107 of the Government Code covers the conditions for substitution.

Submit a separate written request for approval of any DBE/MBE/WBE/DVBE substitution. Include appropriate backup information and state what efforts were made to accomplish the same dollar value of work by other certified DBE/MBE/WBE/DVBEs.

NOTE: For contractors who will be performing work on railroad property, it is necessary for the contractor to complete and submit the Certificate of Insurance (State Form DH-OS-A10A) naming the subcontractor as insured. *No work shall be allowed which involves encroachment on railroad property until the specified insurance has been approved.*

MONTHLY DBE TRUCKING VERIFICATION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**MONTHLY DBE TRUCKING VERIFICATION**  
 CP-CEM-2404(F) (NEW 12/99)

		MONTH				YEAR	
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable) Lease Agreement with Non-DBE with DBE
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
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					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
					\$		<input type="checkbox"/>
TOTAL AMOUNT PAID					\$		<input type="checkbox"/>
PRIME CONTRACTOR		BUSINESS ADDRESS			BUSINESS PHONE NO.		

\* Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE

TITLE

DATE

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)  
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15<sup>th</sup> of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.





**Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

**EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE**

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION  
CP-CEM-2403(F) (New, 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR					
SUBCONTRACT NAME AND BUSINESS ADDRESS			BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT	

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions*

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
RESIDENT ENGINEER		BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

**Distribution** Original copy -DLAE  
Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT**

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

## **SECTION 7. (BLANK)**

## **SECTION 8 MATERIALS**

### **SECTION 8-1. MISCELLANEOUS**

#### **8-1.01 BUY AMERICA REQUIREMENTS:**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## 8-1.02

### **SLAG AGGREGATE:**

Air-cooled iron blast furnace slag shall not be used to produce aggregate for:

1. Structure backfill material.
2. Pervious backfill material.
3. Permeable material.
4. Reinforced or prestressed portland cement concrete component or structure.
5. Nonreinforced portland cement concrete component or structure for which a Class 1 Surface Finish is required by the provisions in Section 51-1.18B, "Class 1 Surface Finish," of the Standard Specifications.

Aggregate produced from slag resulting from a steel-making process shall not be used for a highway construction project except for the following items:

1. Imported Borrow.
2. Aggregate Subbase.
3. Class 2 Aggregate Base.
4. Hot Mix Asphalt.

Steel slag to be used to produce aggregate for aggregate subbase and Class 2 aggregate base shall be crushed so that 100 percent of the material will pass a 19-mm sieve and then shall be control aged for a period of at least 3 months under conditions that will maintain all portions of the stockpiled material at a moisture content in excess of 6 percent of the dry mass of the aggregate.

A supplier of steel slag aggregate shall provide separate stockpiles for controlled aging of the slag. An individual stockpile shall contain not less than 9075 tonnes nor more than 45 350 tonnes of slag. The material in each individual stockpile shall be assigned a unique lot number and each stockpile shall be identified with a permanent system of signs. The supplier shall maintain a permanent record of the dates on which stockpiles are completed and controlled aging begun, of the dates when controlled aging was completed, and of the dates tests were made and the results of these tests. Moisture tests shall be made at least once each week. No credit for aging will be given for the time period covered by tests which show a moisture content of 6 percent or less. The stockpiles and records shall be available to the Engineer during normal working hours for inspection, check testing and review.

The supplier shall notify the Transportation Laboratory when each stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

The supplier shall provide a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard

Specifications. Each stockpile or portion of a stockpile that is used in the work will be considered a lot. The Certificates of Compliance shall state that the steel slag aggregate has been aged in a stockpile for at least 3 months at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Steel slag used for imported borrow shall be weathered for at least 3 months. Prior to the use of steel slag as imported borrow, the supplier shall furnish a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall state that the steel slag has been weathered for at least 3 months.

Each delivery of aggregate containing steel slag for use as aggregate subbase or Class 2 aggregate base shall be accompanied by a delivery tag for each load which will identify the lot of material by stockpile number, where the slag was aged, and the date that the stockpile was completed and controlled aging begun.

Air-cooled iron blast furnace slag or natural aggregate may be blended in proper combinations with steel slag aggregate to produce the specified gradings, for those items for which steel slag aggregate is permitted, unless otherwise provided.

Aggregate containing slag shall meet the applicable quality requirements for the items in which the aggregate is used.

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portion of the aggregate or between blends of different aggregates.

No aggregate produced from slag shall be placed within 0.3-m, measured in any direction, of a non-cathodically protected pipe or structure unless the aggregate is incorporated in portland cement concrete pavement, in hot mix asphalt, or in treated base.

When slag is used as aggregate in hot mix asphalt, the  $K_C$  factor requirements, as determined by California Test 303, will not apply.

Slag aggregate used for embankment construction shall not be placed within 0.46-m of finished slope lines, measured normal to the plane of the slope.

If steel slag aggregates are used to make hot mix asphalt, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the 4.75-mm sieve may consist of iron blast furnace slag aggregates or natural aggregates, or a combination thereof. If iron blast furnace aggregates or natural aggregates or a combination thereof are used in the mix, each type of aggregate shall be fed to the drier at a uniform rate. The rate of feed of each type of aggregate shall be maintained within 10 percent of the amount set. Adequate

means shall be provided for controlling and checking the accuracy of the feeder.

Steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

Hot mix asphalt produced from more than one of the following shall not be placed in the same layer: steel slag aggregates, iron blast furnace slag aggregates, natural aggregates or any combination thereof. Once a type of aggregate or aggregates is selected, it shall not be changed without prior approval by the Engineer.

If steel slag aggregates are used to produce hot mix asphalt, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of hot mix asphalt to be paid for will be reduced. The stabilometer test specimen will be fabricated in conformance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in conformance with Method C of California Test 308. The pay quantity of hot mix asphalt will be determined by multiplying the quantity of hot mix asphalt placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen. Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

#### **8-1.03**

#### **YEAR 2000 COMPLIANCE:**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for all automated devices furnished for the project.



**8-1.04     TESTING:**

Whenever a reference is made in the specifications to any of the California Test numbers specified below the corresponding ASTM Designation or AASHTO Designation test numbers may be used to determine the quality of materials

California Test	ASTM Designation	AASHTO Designation
216	D 1557	T 180
231	D 2922	T 238
203	D 422	T 88
204	D 4318	T 89 (a) T 90 (b)
504	C 231	T 152
518	C 138	T 121
521	C 39	T 22
523	C 293 (c) C 78 (d)	T 177 (c) T 97 (d)
533	C 360	--
211	C 131 (e) C 535 (g)	T 96 (f) --

Notes:

- (a) Determining the Liquid Limit of Soils.
- (b) Determining the Plastic Limit and Plasticity Index of Soils.
- (c) Flex Strength of Concrete  
(Using Simple Beam with Center Point Loading).
- (d) Flexural Strength of Concrete  
(Using the Simple Beam with Third Point Loading).
- (e) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact on the Los Angeles Machine.
- (f) Resistance to Degradation of Small- Size Coarse Aggregate by Use of the Los Angeles Machine.
- (g) Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

**8-1.05     REFERENCE SPECIFIC BRANDS OR PRODUCTS:**

Although the Special Provisions and construction plans reference specific brands or products, the intent of these references is as a guideline only, and products from alternate manufacturers will be accepted, provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit information and specifications of the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.

## **SECTION 9 - DESCRIPTION OF WORK**

In general, this project consists of installing a new traffic signal at the intersection of Cajalco Road and Alexander Street in the Mead Valley area of Riverside County. The work involves cold plane sections of existing paving, placement of aggregate base, asphalt concrete pavement, construction of curb ramps, retaining wall and headwall. Additional work includes placement of curb and gutter, asphalt concrete dike, shoulder backing, pavement markers, roadside signs, installing painted traffic stripes and thermoplastic crosswalks and pavement markings and any other work as may be required.

## **SECTION 10 – SPECIAL PROVISIONS**

### **CAJALCO ROAD AND ALEXANDER STREET TRAFFIC SIGNAL AND LIGHTING PROJECT**

#### **MEAD VALLEY AREA**

**PROJECT No. C1-0647  
FEDERAL AID No. HSIPL-5956(203)**

#### **10-1.01 STANDARD 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 and amendments to the standard plans and Specification.

#### **10-1.02 LIQUIDATED DAMAGES:**

The Contractor shall diligently prosecute the work to completion before the expiration of 35 working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of \$800.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

In addition to the liquidated damages set forth above, refer to Special Provisions Section "Signal and Lighting", sub-section "Equipment Orders".

#### **10-1.03 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.

#### **10-1.04 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.

#### **10-1.05 PROJECT APPEARANCE:**

The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
  
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be staked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

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

#### **10-1.06 RECORD DRAWINGS:**

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

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

#### **10-1.07 COOPERATION:**

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

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

The Contractor is hereby advised to cooperate with utility companies for adjusting water valves, manholes and other facilities to grade.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other

forces to the end, so 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.

**10-1.08 PARTIAL PAYMENTS:**

Partial payment shall conform to Section 9 1.06, "Partial Pavements," and 9 1.07, "Payment After Acceptance," of the Stand Specifications and these special provisions.

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

- |                          |         |
|--------------------------|---------|
| A. Dust Abatement        | \$5,000 |
| B. Clearing and Grubbing | \$5,000 |

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

**10-1.09 JOBSITE POSTERS:**

Contractor shall obtain, furnish, post, preserve and maintain notices and posters in areas readily accessible to all personnel. Areas include, but are not limited to, jobsite trailer common area, material staging area, designated area where employees meet to take shift breaks, and /or equipment storage area. The designated location(s) of posters must be approved by the Engineer.

If posters are placed outside, they will need to be weatherproofed.

Copies of the posters may be obtained at the Caltrans Division of Construction Website:

**<http://www.dot.ca.gov/hq/construc/LaborCompliance/posters.htm>**

The Contractor shall check the website periodically for poster updates, additions, and changes. Contact information for various government agencies associated with poster information are provided at this website with links.

The following is a list of required posters:

Document number	Poster Name	Note/ Comment
-	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.
DFEH 162	Discrimination and Harassment in Employment are Prohibited by Law	Required in English and Spanish and for all projects.
DSLE 8	Payday Notice	Required for all projects.
WH Publication 1321	Davis-Bacon Act Poster (Notice to All Workers Working on Federally Financed Construction Projects)	Required in English and Spanish and for Federally funded projects.
FHWA 1495	Wage Rate Information Federal-Aid Highway Project	Required in English and Spanish and for Federally funded projects.
EEOC P/E-1	Equal Employment Opportunity is THE LAW (Revised 11/09)	Required in English and Spanish and for Federally funded projects.
FHWA 1022	False Statement Notice	Required for Federally funded projects.
OSHA 3165 (3167-Spanish)	Job Safety and Health – It's the law!	Required in English and Spanish and for Federally funded projects.
WHD Publication 1088	Employee Rights Under the Fair Labor Standards Act (Revised July 2009)	Required for Federally funded projects.
WHD Publication 1420	Employee Rights And Responsibilities Under The Family And Medical Leave Act (Revised January 2009)	Required for Federally funded projects.
WH Publication 1462	NOTICE Employee Polygraph Protection Act (June 2003)	Required for Federally funded projects.

Though not posters, but included in the listing above, are the Federal (Davis-Bacon) wage rates and the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted at the job site. See Section 5-2 "Federal Prevailing Wage Decision" or see correlated addendum that updates this referenced section.

The revision dates shown in this listing were current as of April 20, 2010.

**Method of Payment:**

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters 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.

**ITEMS OF WORK:****10-1.10 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.

**10-1.11 TRAFFIC CONTROL SYSTEM:**

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

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

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

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

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2003 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

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

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

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

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

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600 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 design the information letter, obtain design approval from the Engineer, print sufficient copies, and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer in .WPG, .DXF, .DGN or .DWG format. The letter shall be similar to the sample provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.



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

**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, for traffic control system, and no additional compensation will be allowed therefor.

**10-1.12 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.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system.

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 County legal holidays are January 1<sup>st</sup>, the third Monday in January, February 12<sup>th</sup>, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, the second Monday in October, November 11<sup>th</sup>, Thanksgiving Day, the Friday following Thanksgiving Day, December 24<sup>th</sup> and 31<sup>st</sup> when they fall on Monday, December 25<sup>th</sup>, December 26<sup>th</sup> and January 2<sup>nd</sup> when they fall on Friday, When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When January 1<sup>st</sup>, February 12<sup>th</sup>, July 4<sup>th</sup>, November 11<sup>th</sup>, or December 25<sup>th</sup> fall 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.

#### **10-1.13 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, 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.

**10-1.14 PORTABLE CHANGEABLE MESSAGE SIGNS:**

**GENERAL**

**Summary**

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Comply with Section 12-3.12 "Portable Changeable Message Signs" of the Standard Specifications.

**Definition**

**Useable Shoulder Area:** Paved or unpaved contiguous surface adjacent to the traveled way with:

1. Sufficient weight bearing capacity to support portable changeable message sign.
2. Slope not greater than 6:1 (horizontal:vertical).

**Submittals**

Upon request, submit a Certificate of Compliance for each portable changeable message sign under Section 6-1.07, "Certificates of Compliance" of the Standard Specifications.

## **Quality Control and Assurance**

Comply with the manufacturer's operating instructions for portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. The Contractor may use more than 1 portable changeable message sign to meet this requirement.

Only display the message shown on the plans or ordered by the Engineer or specified in these Special Provisions.

## **MATERIALS**

Portable changeable message sign must have 24-hour timer control or remote control capability.

The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

## **CONSTRUCTION**

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

The Contractor shall provide the cell phone number to the Engineer and must be available by cell phone for operations that require portable changeable message signs or to modify the displayed message.

Before closing the lane, the Contractor shall start displaying the message on portable changeable message sign as directed by the Engineer.

Place portable changeable message sign in advance of the first warning sign for:

1. Each stationary lane closure.
2. Each off-ramp closure.
3. Each connector closure.
4. Each shoulder closure.
5. Each speed reduction zone.

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Remove portable changeable message sign when not in use.

**Method of Payment:**

Full compensation for portable changeable message signs, including furnishing, placing, operating, modifying messages, maintaining, transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs is included in the contract price paid for Traffic Control System and no separate payment will be made therefor.

Portable changeable message signs ordered by the Engineer in excess of the number shown on the plans or specified in these Special Provisions will be paid for as extra work under Section 4-1.03D, "Extra Work" of the Standard Specifications.

**10-1.15 CLEARING AND GRUBBING:**

Clearing and grubbing (including but not limited to the removal of vegetation, existing highway facilities, and any other obstruction that may interfere with the construction) shall conform to the provisions in Sections 15 "Existing Highway Facilities" and 16 "Clearing and Grubbing" of the Standard Specifications and as directed by the Engineer.

Vegetation shall be cleared and grubbed within the Right-Of-Way, excavation and embankment slope lines, and construction easements.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up" of the Standard Specifications.

**Regulatory Requirements**

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

**Construction**

Ground disturbance, tree, shrub and/or vegetation removal that occurs between February 15<sup>th</sup> and September 1<sup>st</sup> will not commence until a preconstruction survey for nesting birds has verified that

no active nests have been located or the Engineer has approved the beginning of work. If an active nest is located, construction within 500 feet of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

Between February 15<sup>th</sup> and September 1<sup>st</sup>, the Contractor shall notify the Engineer 15 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between February 15<sup>th</sup> and September 1<sup>st</sup>.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting in trees within the project limits.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 500 feet of the nests and notify the Engineer. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety" of the Standard Specifications.

Penalties as used in this section, "General Migratory Bird Protection" shall include fines, penalties, and damages whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department shall inform the Contractor or the withheld amount.

#### **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.

#### **10-1.16 WATER POLLUTION CONTROL (SANTA ANA REGION):**

Throughout the term of this contract, the total footprint 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) Preparation Manual shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the *Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011)*, which is available as a free download from:

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

#### **WATER POLLUTION CONTROL MEASURES**

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.
- B. Contractor's WPCP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's 2009 California Stormwater Quality BMP Handbook Portal (<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 on the job site at all times when sweeping work may be required.

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

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

**Method of Payment:**

Full compensation to conform with the requirements of this section shall be considered as included in the 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.

**10-1.17 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".

**Method of Payment:**

Full compensation for developing water supply and furnishing watering equipment shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

**10-1.18 COLD 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 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 shall include full compensation for providing all labor, tools, equipment and disposing of the grindings, and no additional compensation will be allowed therefor.

**10-1.19 ROADWAY EXCAVATION:**

Earthwork shall conform to the provisions of Section 19 "Earthwork" of the Standard Specifications and these Special Provisions.

At road connections and at limits of asphalt paving, existing pavement shall be header cut 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.

Pavement and base material removal will be considered as roadway excavation for payment purposes.

Payment for asphalt concrete dike removal as shown on the plans and as directed by the Engineer will be considered as included in the contract price paid per cubic yard for Roadway Excavation and no additional compensation will be allowed therefor.

**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 unit 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 including hauling, excavation and compaction, sawcutting as shown on the plans, removal of

existing pavement and base, removal of asphalt concrete dike, as directed by the Engineer and no additional compensation will be allowed therefor.

**10-1.20 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 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

### 10-1.21 HOT MIX ASPHALT:

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
Original Binder				
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>c</sup> , Mass Loss, Maximum, %	T240	1.00	1.00	1.00
RTFO Test Aged Binder				
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
RTFO Test and PAV Aged Binder				
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:

- Note used.
- The Engineer will waive this specification if the supplier is a Quality Supplier as defined by Department's "Certification Program for Suppliers of Asphalt".
- 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.
- Test the sample at 3 °C higher if it fails at the specified test temperature.  $G^*\sin(\delta)$  shall remain 5000 kPa maximum.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D2827.
- "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
<b>Original Binder</b>				
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
<b>RTFO Test Aged Binder</b>				
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
<b>RTFO Test and PAV Aged Binder</b>				
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.

Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter;
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.

The Contractor shall replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers 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 following:

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 64-10.

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. Grade 64-10 shall be used if not otherwise specified.

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 can not 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:**

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

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

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/application of asphaltic emulsion (paint binder) and header cutting and joining existing pavement as shown on the plans and/or as directed by the Engineer

**10-1.22 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 ( $I_u/I_b$  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 hot mix asphalt is included in a monthly estimate:

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

$$A = 0.90 (I_u/I_b - 1.10) I_b$$

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

$$A = 0.90 (I_u/I_b - 0.90) I_b$$

- D. Where:

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

$I_u$  = 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.

$I_b$  = 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)

**10-1.23 ASPHALT CONCRETE DIKE TRANSITIONS AND MISCELLANEOUS AREA RAMPS:**

Asphalt concrete dike transitions and miscellaneous area ramps shall conform to the County Road Improvement Standards And Specifications, Caltrans Standard Plans, as shown on the construction plans, and as directed by the Engineer.

The pay quantity of asphalt concrete dike transitions and miscellaneous area ramps 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.

Asphalt binder to be mixed with the aggregate shall be PG 64-10 in accordance with the Special Provision for Asphalt, or as directed by the Engineer.

***Method of Payment***

The contract unit prices paid per each for Asphalt Concrete Dike Transition and per square yard for Place Asphalt Concrete (Miscellaneous Area) (Ramps) shall include full compensation for furnishing all labor, materials other than asphalt concrete, tools, and equipment and for doing all the work involved in placing and compacting the dikes and transition ramps and no additional compensation will be allowed therefor.

#### **10-1.24 MINOR CONCRETE CURB RAMPS, CURB AND GUTTER:**

Concrete curb ramps and curb and gutter shall be constructed in accordance with the County Road Improvements Standard Plans, the details shown on the construction plans, as directed by the Engineer and in conformance with Sections 73, 90 and 51 of the Standard Specifications, except as herein modified:

Class 3 concrete shall be used.

Construction of concrete improvements shall include all landscaping, and related work, to return the area adjacent to the new improvements to its original condition and to conform the area to the new improvements.

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

#### **Excavation**

Preparation of subgrade for concrete curb ramps and curb and gutter shall be done in conformance with the requirements of Section 73-1.02 of the Standard Specifications. Unless otherwise specified, all curbs and gutters will be backfilled as shown on the plans.

Excess material resulting from the excavation of the subgrade shall be disposed of as elsewhere provided in these Special Provisions.

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

Construction of concrete curb ramps and curb and gutter shall include, but not be limited to, the following:

- Removal and disposal of existing soil and aggregate as required;
- Establishing grades, and assuring that all grades are met;
- Performing all grading and compaction – including all required aggregate import, as directed by the Engineer;
- Construction of new concrete curb ramps and curb and gutter;
- All scoring/grooving and required saw cutting;
- Repair of existing asphalt and PCC surfacing;
- Installing 1/2-inch wide expansion joints;
- All landscaping, and related work, to return the area adjacent to the curb ramp to its original condition and to conform the area to the new improvements.

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

If aggregate base or approved select material is required by the relevant County Standard to be placed under sidewalk, curb, curb and gutter or other structure due to unsuitable existing soil, then the excavation and disposal of the unsuitable material, and the placement and compaction of the base or select material shall be considered as included in the unit price paid for the structure, and no additional compensation will be allowed therefor.

Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions. At the option of the Contractor, the detectable warning surface shall be prefabricated, cast-in-place, or stamped into the surface of the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

Cast-in-place and stamped detectable warning surfaces shall be painted in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications.

The finished surfaces of the detectable warning surface shall be free from blemishes.

Prior to constructing the cast-in-place or stamping the detectable warning surface, the Contractor shall demonstrate the ability to produce a detectable warning surface conforming to the details shown on the plans and these special provisions by constructing a 2-ft by 2-ft test panel.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Full compensation for constructing or furnishing and installing curb ramp detectable warning surfaces shall be considered as included in the contract price paid for curb ramps and no separate payment will be made therefor.

### **Measurement and Payment**

Concrete curbs and gutters shall be measured in linear feet in accordance with the dimensions shown on the plans.

No deduction will be made for the depressed portions of the curb in computing the linear quantities of the concrete to be paid for.

The unit price paid per linear foot for Minor Concrete Curb and Gutter in miscellaneous areas shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing the curbs and gutters and depressions, complete in place, as shown on the plans or as directed by the Engineer and shall include the excavation or placing of suitable fill to prepare the sub-grade, and the furnishing and placing of expansion joints and any other work incidental thereto. Expansion joints shall be 1/2 inch wide.



The contract unit bid prices paid per each for Minor Concrete (Curb Ramp) of the types shown on the construction bid list shall include full compensation for furnishing all labor, tools, materials and equipment, and doing all work involved in the construction including the placing of expansion joints, detectable warning surfaces, and any other work incidental thereto.

**10-1.25 FINISHING ROADWAY:**

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

**Method of Payment:**

Payment for Finishing Roadway shall be considered as included in the various items of work involved and shall include full compensation for furnishing all labor, materials, tools, equipment and no additional compensation will be allowed therefor.

**10-1.26 SHOULDER BACKING:**

Shoulder backing shall provide for the grading of the shoulder as per plans, or as directed by the Engineer. Unless otherwise specified, the width of the shoulder backing shall be six feet minimum, at 2% +/- as directed, measured from the edge of pavement.

Onsite material may be used to fill in low areas, subject to approval by the Engineer. Ground asphalt concrete may be used subject to the Engineer's approval.

Ground asphalt concrete shall not be placed in or in close proximity to streambeds or drainage courses, the limits of which shall be determined by the Engineer.

Imported material, if required to fill in low areas, shall conform to the provisions of Section 25, "Aggregate Subbases" of the Standard Specifications and these Special Provisions, and the aggregate shall conform to the grading and quality requirements for Class 1 aggregate subbases.

The Aggregate Grading Requirements table, as shown in Section 25-1.02, "Class 1, Class 2, and Class 3 Aggregate Subbases" of the Standard Specifications, is revised as follows:

- For Class 1, Sieve Size No. 4, the Operating Range shall be **35-50**.
- For Class 1, Sieve Size No. 200, the Operating Range shall be **0-15**.

Subbase material shall be clean and free from roots, vegetable matter and other deleterious substances, and be of such character that when wet it will compact to form a firm stable base. The material shall be of such sizes that the percentage composition by weight of material shall conform to the aggregate grading requirements at the time the material is deposited on the roadbed when determined by Test Method No. Calif. 202.

**Method of Payment:**

Payment for Shoulder Backing will be paid at the linear foot price bid and shall include full compensation for furnishing all labor, materials, tools, and equipment, including the importing of material and/or the handling of onsite material, and no separate payment will be allowed therefor.

**10-1.27 GRADE DITCH:**

Existing dirt ditch shall be graded to tie in to new improvements per the grades shown on the plans and as directed by the Engineer.

Attention is directed to the requirements of Section 10, "Dust Control".

Any excess soil material resulting from the grading of flow line, ditch, shall be disposed of as elsewhere provided in these Special Provisions.

**Method of Payment:**

The contract unit price paid per linear feet for Grade Ditch shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved in grading existing dirt driveways, including all necessary excavation, backfill, and compaction as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**10-1.28 REMOVE DRAINAGE PIPE:**

Existing drainage pipe, where shown on the plans to be removed, shall be completely removed and disposed of.

The work performed shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

**Method of Payment:**

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid by linear foot for Remove Pipe and shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals, and for doing all work involved and no additional compensation will be included therefor.

**10-1.29 CORRUGATED STEEL PIPE:**

Corrugated steel pipes shall conform to the provisions in Section 66, "Corrugated Metal Pipe" of the Standard Specifications and these Special Provisions.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from galvanized-steel sheet.

Pipe shall be placed in a trench 12" minimum wider than the outside diameter of the pipe being installed. Trenching shall be 6" minimum in width on each side of the pipe.

**Method of Payment:**

The contract unit bid price paid per linear foot for Corrugated Steel Pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including excavation, backfill, and compaction, as specified in the Standard Specifications and these Special Provisions, as shown on the construction plans, and as directed by the Engineer.

**10-1.30 PIPE COUPLING BAND:**

Coupling bands shall conform to the provisions in Section 66-1.07, "Coupling Bands" of the Standard Specifications, and these Special Provisions.

Coupling bands shall be in accordance with Standard Plans D97-A, D97-C, and D97-D.

**Method of Payment:**

The contract unit bid price paid per each for Pipe Coupling shall include full compensation for furnishing all labor, materials including coupling bands and fastening hardware, tools, equipment, and incidentals, and for doing all the work involved, as specified in the Standard Specifications and these Special Provisions, as shown on the construction plans, and as directed by the Engineer.

**10-1.31 MINOR CONCRETE STRUCTURES (HEADWALL):**

Minor concrete structures shall conform to the applicable portions of Section 51, 52, 75 and 90 of the Standard Specifications.

Minor concrete structures for this project shall consist of: Headwall per Caltrans Standard No. D89

Concrete to be used in the construction of minor concrete structures shall be Class "2" concrete.

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

**Method of Payment:**

The contract unit price paid by each for Minor Concrete Headwall will not be adjusted if the constructed height of said minor structure, including revisions by Engineer, is within + 0.5 foot of the vertical dimension shown on the plans.

Payment for all work involved in the construction of Minor Concrete Headwall will be paid by the unit, each, and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure, including the structure excavation and backfill, furnishing and placing reinforcement steel bars, and metal frames, and no further allowances shall be allowed.

### **10-1.32 MASONRY RETAINING WALL:**

Masonry retaining wall shall be constructed per Standar Plan No. 618-3 of the Standard Plans for Public Works Construction (APWA), and shall conform to the provisions of Section 51, 52, 75 and 90 of the Standard Specifications, these Special Provisions, the construction plans, and as directed by the Engineer.

Concrete to be used in the construction of minor structure shall be Class 2 concrete.

All cells in the hollow unit masonry shall be filled solidly with grout. All grout shall be consolidated at the time of pouring by puddling or vibrating. The top lift of grout shall be placed to the top of the units.

Splashing, staining, or spotting on the exposed face of the wall stem shall be removed.

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

The contract unit bid price paid per linear foot for the Masonry Retaining Wall shall include full compensation for furnishing all labor materials, tools and equipment, and for doing all the work involved in the complete structure as directed by the Engineer, including structure excavation and backfill, furnishing and placing reinforcement steel bars, and no additional compensation will be allowed therefor.

### **10-1.33 RELOCATE FENCE/ GATE:**

Fence/ Gate relocation shall conform to Section 80, "Fences" of the Standard Specifications and the approved construction plans, and as directed by the Resident Engineer.

Damaged fence as directed by the Engineer shall be replaced and material that is similar or better in quality than the existing fences.

Where it is necessary and/or required by property owner, temporary fence shall be placed for the safety of the homeowner or the protection of owner's pets. The cost for this temporary fencing shall be considered as included in the contract unit prices paid per lump sum for Relocate Fence and per each for Relocate Gate.

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

The contract unit price paid per lump sum for Relocate Fence, and per each for Relocate Gate shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved in relocating fence/ gates, including any excavation and backfill required, concrete footings, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

### **10-1.34 METAL HAND RAILING:**

Metal hand railing shall be constructed per Standard Plan No. 606-3 (Type A) of the Standard Plans for Public Works Construction, and shall conform to the provisions of Section 83, "Railings" of the Standard Specifications, these Special Provisions, the plans, and as directed by the Resident Engineer.

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

Payment will be made at the contract bid price per linear foot for Metal Railing (Hand Railing Per Detail 606-3) and shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing the metal hand railing, complete in place, and no additional compensation will be allowed therefor.

### **10-1.35 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS:**

Traffic stripes and pavement markings shall be removed as shown on the plans.

The removal of traffic stripes and markings shall be accomplished by either of the following methods.

- A. Wet Sandblasting: Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within Ten (10) feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation and shall comply with AQMD regulations.
- B. Grinding: A minimum of 3 passes with the grinder in a rectangular area rather than just lettering or markings so the old message cannot be identified is required. Removal shall be to a maximum depth of 1/10". Removal depth may exceed 1/10" only when necessary to effectively remove paint, and only on approval by the Engineer. Asphalt emulsion slurry shall be applied to the areas where stripes or pavement markings have been removed.

Temporary removal of stripes and pavement markings may be accomplished by either of the above methods or, at the Contractors option, by the application of removable black line mask, 3M Series 145, or approved equal. Obliteration of stripes or pavement markings by applying black paint or asphalt emulsion is not an approved removal method.

After removal of traffic stripes and pavement markings, a fog seal coat shall be applied in conformance with the provisions in Section 37, "Bituminous Seals" of the Standard Specifications and the following:

If removal of existing striping is performed more than 24 hours prior to final striping, the Contractor shall place reflective temporary striping tape throughout the limits of sandblasting, to provide channelization of traffic, for all lanes of travel.

Temporary striping tape shall be removed subsequent to final striping.

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.

It shall be the responsibility of the Contractor to properly dispose of the residue from removal of striping and pavement markings.

**Method of Payment:**

The price paid per square foot for Remove Traffic Stripes And Pavement Markings shall include full compensation for furnishing all labor materials, tools, equipment and incidentals as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

**10-1.36 PAINT TRAFFIC STRIPE (2 COAT):**

Painting traffic stripes (traffic lanes) shall conform to the provisions in Section 84-1, "General," and 84-3, "Painted Traffic Stripes and Pavement Markings," of the State Standard Specifications and these special provisions.

The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than ½ inch in 50 feet from the alignment shown on the plans. The dimensional details of the stripes and markings shall conform to the provisions set forth in the California MUTCD and Maintenance Manual available from Caltrans.

Spotting with cat tracks or dribble lines shall be performed prior to the removal of existing stripes. Cat tracks shall consist of spots of paint not more than 3 inches in width and not more than 5 feet apart along the alignment of the stripe. Paint for the cat tracks shall be the same as that for the intended stripe. Paint for the dribble lines shall be neutral color obtained by mixing approximately two parts white paint with one part black paint.

SPOTTING - Spotting shall be completed prior to the removal of any existing stripes or markings. Existing stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

No striping or painting work shall start until the Engineer has specifically approved the spotted markings. Existing striping and markings, if any, shall be removed prior to painting new, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over the weekends or holidays.

MATERIALS - Materials shall conform to the provisions in Section 84-3.02, "Materials," of the State Standard Specifications and these Special Provisions. All traffic striping and pavement markings shall be two coats of paint with glass beads unless otherwise approved by the County and City Engineer. A minimum of 7 days and a maximum of 14 days shall elapse between application

of the first and second coats of paint.

The paint for traffic striping and markings shall be as follows, or an approved equal:

White - PERVO Paint Co. #9000 ULTRA  
Yellow - PERVO Paint Co #9003 ULTRA

Glass beads shall conform to State Specification 8010-21C-22 (Type II).

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 unit 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.

**10-1.37 PAVEMENT MARKERS (REFLECTIVE):**

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

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

The bituminous adhesive used to install the markers shall be a hot melt bituminous adhesive asphaltic material with homogeneously mixed mineral filler and shall conform to the requirements specified in Section 85-1.055, "Adhesives," of the State of California Standard Specifications.

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

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

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

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

**Method of Payment:**

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

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

**10-1.38 THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING:**

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

**Method of Payment:**

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

**10-1.39 ROADSIDE SIGN- ONE POST:**

The Contractor shall furnish and install roadside signs at the locations shown on the plans or as directed by the Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs," of the State Standard Specifications, Palm Desert Standard Drawings, and these Special Provisions.

All roadway signs shall have retroreflective sheeting. Except as stated below, the retro-reflectivity for all roadway signs, both temporary and permanent installations, shall meet or exceed ASTM Standard D 4956 Type III (3M Co. High Intensity Grade or approved equal). The retroreflectivity for R1-1 ("STOP") signs and W3-1 (Stop Ahead) signs shall meet ASTM Standard D 4956 Type IX (3M Co. Diamond Grade or approved equal).



**Method of Payment:**

The contract unit price paid per each for Roadside Sign-One Post shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete excavation and backfill as specified in the Standard Specifications and these Special Provisions and no additional compensation will be allowed therefor.

**10-1.40 ROADSIDE SIGN (RELOCATE/ REMOVE AND SALVAGE):**

Existing roadside signs shall be relocated or removed and salvaged as shown on the plans.

Roadside Signs to be relocated shall be installed per the Roadside signs (install) special provisions.

Existing roadside signs at locations shown on the plans to be removed shall not be removed until replacement signs have been installed or until the existing signs are no longer required for direction of public traffic, unless otherwise directed by the Engineer.

County owned removed and salvaged signs shall be delivered to the nearest County Maintenance Yard or as directed by the Engineer. The County Maintenance Yard is located at the following address:

2950 Washington Street  
Riverside, CA 92504

**Method of Payment (Relocate/ Remove and Salvage):**

The contract price paid per each for Relocate Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign removal, sign storage, sign protection, excavation and backfill, and installation as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

The contract price paid per each for Remove and Salvage Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign removal, excavation and backfill, protecting, storing, transporting and delivering road sign as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

**10-1.41 DE-MOBILIZATION:**

De-mobilization shall consist of the completion of all final construction, cleanup work, incidentals to the project site(s), and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

1. Satisfactory completion of Finishing Roadway in accordance with Section 22 "Finishing Roadway" of the Standard Specifications.
2. Removal of all temporary facilities, temporary utilities, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer.

3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition.
4. Completion of record of drawings (as-builts), to the satisfaction of the Engineer.
5. Submission of final certified payroll documents to the Engineer.
6. Submission of property owner releases, as required by the Engineer.
7. Completion of the requirements of permits issued by other agencies.
8. Satisfactory completion of punch list items, all construction and administrative items of work.

De-Mobilization shall include the satisfactory completion of all items of work, but shall not be interpreted as being a separate payment for work that is paid under separate contract items. The contract item for De-Mobilization is intended for project close-out activities.

**Method of Payment:**

Payment for De-Mobilization will be made on a lump-sum basis in the amount of the fixed bid price after satisfactory completion of the above listed items. Payment for De-Mobilization will be included in the final pay estimate and payment. No partial payments will be made for De-Mobilization.

**10-1.42 OBSTRUCTIONS:**

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

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

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

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

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

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

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

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

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

Underground Service Alert	800-227-2600
Southern California Edison Company	909-820-5532
Southern California Gas Company	909-335-7584
Charter Communications	626-433-7028
Rubidoux Community Services District	951-684-7580
AT & T California	714-666-5674

#### **Method of Payment**

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

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

The Contractor shall adjust to finish grade any valve covers encountered within the project limits, as required, for those utility valves that are provided with slip cans and are adjustable

without the replacement of parts or the removal of concrete collars. In cases where the owning utility company insists upon upgrades in the standards, or when additional parts or the removal of concrete collars are required for the adjustment, said adjustment will be the responsibility of the owning utility company.

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

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

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

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

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

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

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

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

**Method of Payment**

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

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

**10-1.43 SIGNAL AND LIGHTING:**

**A. General**

Furnishing and installing traffic signal and highway lighting systems, and payment shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems", of the latest edition Standard Specifications, amendments to the Standard Specifications, and these Special Provisions.

**B. Start of Work**

Location where signalization and highway lighting work is to be performed:

<b>Location</b>	<b>Area</b>
1. Cajalco Road and Alexander Street	Mead Valley

**C. County Furnished Equipment**

County furnished equipment shall conform to the provisions in Section 6-1.02, "State Furnished Materials", of the Standard Specifications and these Special Provisions.

The County of Riverside will furnish the following equipment and materials to the Contractor for installation:

1. Signal and Lighting Standards and Anchor Bolts
2. 10' Galvanized Steel IISNS Mast Arms

The Contractor shall pick up County furnished equipment and materials from the following location(s), or as directed by the Engineer, and transport them to the project site(s):

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

Any County furnished equipment that is damaged after the Contractor has taken possession of the items shall be repaired to the satisfaction of the Engineer. If the damaged equipment is considered irreparable, it shall be replaced meeting the requirements stated in the Standard Specifications and these special provisions at the Contractor's cost.

#### **D. Equipment Orders**

The Contractor shall furnish all equipment and materials specified in plans and these special provisions that are not furnished by the County. All equipment shall be new and purchased by the Contractor for this project only.

#### **Submittals and Issuance of Notice to Proceed**

Within twenty one (21) calendar days after the award of the contract, the Contractor shall submit equipment and materials submittals to the Engineer for review and approval. The Contractor shall allow fourteen (14) calendar days for the Engineer to review the equipment and materials submittals. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the equipment and materials submittals within seven (7) calendar days of receipt of the Engineer's comments and shall allow seven (7) working days for the Engineer to review the revisions. Once the submittals are approved by the Engineer, the Contractor must order equipment and materials and then submit a copy of each vendor Equipment and Material Purchase Order within (7) calendar days to the Engineer.

The Contractor must have copies of approved Equipment and Material submittal(s) and Purchase Order(s) prior to the coordination and issuance of the Notice to Proceed. Delay in equipment delivery shall not be considered as justification for the suspension of the construction contract.

#### **Additional Liquidated Damages**

In addition to the liquidated damages set forth in Special Provision section "Liquidated Damages" of these contract documents, the Contractor shall pay to the County of Riverside the sum of **\$800.00** per day for each and every calendar day delay in receiving all of the below listed equipment furnished by the Contractor, onto the job site or the Contractor's storage facility, and available for installation, within sixty (60) calendar days of the contract award date:

1. Traffic Signal Controller Assemblies
2. Service Equipment Enclosures
3. Traffic Signal and Pedestrian Signal Heads
4. LED Modules
5. Edge-Lit Internally Illuminated Street Name Signs and Mounting Brackets

#### **E. Equipment List and Drawings**

Equipment list and drawings shall conform to the provisions in Section 86-1.04, "Equipment List and Drawings", of the Standard Specifications and these Special Provisions.

The Contractor shall furnish four complete cabinet wiring diagrams for each furnished controller assembly, battery backup system, video detection system, and emergency vehicle preemption system. The cabinet wiring diagram shall include an approximately 6 inches x 8 inches or larger schematic drawing of the project intersection and on a separate 8 ½" x 11" sheet of paper, which shall include the following information, at a minimum:

1. North arrow
2. Street names
3. Pavement delineation and markings
4. Signal poles
5. Traffic signal heads with phase designations
6. Pedestrian signal heads with phase designations
7. Loop detectors with input file designations

#### **F. Warranties, Guaranties, Instruction Sheets, and Manuals**

Warranties, guaranties and instruction sheets shall conform to these Special Provisions.

- a. LED modules shall have five (5) years of manufacturer warranty.
- b. Battery Backup System (BBS) shall have five (5) years of manufacturer warranty. The first three (3) years shall be termed the "Advanced Replacement Program". Under this program, the manufacturer will send out a replacement within two business days of the call notifying them of an issue. The replacement unit may be either a new unit or a re-manufactured unit that is up to the latest revision. The last two years of the warranty will be factory-repair warranty for parts and labor on the BBS.
- c. Video Detection System shall have three (3) years of manufacturer warranty. During the warranty period, technical support from factory-certified personnel or factory-certified installers shall be available via telephone within four (4) hours of the time when a service call is made.
- d. Edge Lit LED internally illuminated street name sign shall have two (2) year of manufacturer warranty.
- e. All other equipment and systems shall have at least one (1) year of manufacturer warranty.

Furnish the manufacturer's standard written warranty pertaining to defects in materials and workmanship for all equipment, and two (2) sets of user, operation, and maintenance manuals, written in English, on all equipments and components for the traffic signal and highway lighting system to the Engineer.

#### **G. Maintaining Existing and Temporary Electrical Systems**

Maintaining existing and temporary electrical systems shall conform to the provisions in Section 86-1.06 "Maintaining Existing and Temporary Electrical Systems", of the Standard Specifications and these Special Provisions.

Authorization and coordination from the Engineer is required for each traffic signal system shutdown. Traffic signal system shutdowns shall be limited to periods between the hours of 9:00 A.M. and 3:00 P.M.



The Contractor may request authorization from the Engineer to use temporary overhead conductors for temporary traffic signal operation.

Equip existing flashing beacons with portable flashing beacons during flashing beacon shutdown. Portable flashing beacons shall conform to the provisions in Section 12-3.05, "Portable Flashing Beacons" of the Standard Specifications or as directed by the Engineer.

If directed by the Engineer, a generator shall be furnished, connected, and maintained to keep traffic signal or flashing beacon system running in normal operation. All matters pertaining to the operation of existing traffic signal equipment shall be coordinated and cooperated with Riverside County's traffic signal operation division.

Temporary "Stop" signs furnished and installed shall be 48 inches in size.

Temporary "Stop Ahead" signs furnished and installed shall be equipped with portable flashing beacons.

#### **H. Foundations**

Foundations shall conform to the provisions in Section 51, "Concrete Structures", and Section 86-2.03, "Foundations", of the Standard Specifications and these Special Provisions.

Portland cement concrete shall conform to Section 90-10, "Minor Concrete", of the Standard Specifications and shall be Class 3 except pole foundations shall be Class 2.

Construct Type 332 controller cabinet foundation per Standard Plans ES-3C.

Vibrate all foundation concrete to eliminate air pockets.

#### **I. Standards, Steel Pedestals and Posts**

Standards, steel pedestals, and posts shall conform to the provisions in Section 86-2.04, "Standards, Steel Pedestals and Posts", of the Standard Specifications and these Special Provisions.

Type 1A pole material shall be spun aluminum unless otherwise specified.

Poles installed at the near-right approach of each intersection shall be banded conforming to the strap and saddle method per Standard Plans RS4 for the emergency installation of stop signs.

Signal mast arms shall be installed in accordance with the "Signal Arm Connection Details" of the Standard Plans unless otherwise specified.

Internally Illuminated Street name sign (IISNS) mast arm shall be 10 foot long galvanized steel mast arm constructed to prevent deformation or failure when subjected to 100 mph wind loads. IISNS mast arm shall extend from the shaft of the pole above and parallel to the signal mast arm in accordance with County Standard No. 1200. Two set-bolt /set-screw shall be used to assure the mast arm will not change position after it is installed and aligned.

If required by the serving electric utility, and confirmed by the Engineer, State Certified Electric Workers shall be utilized for the installation of standards, steel pedestals, and posts in accordance with State of California High Voltage Safety Orders.

## **J. Conduits**

Conduit shall conform to the provisions in Section 86-2.05, "Conduit", of the Standard Specifications and these Special Provisions.

Conduits shall be Type 3, Schedule 80 Polyvinyl Chloride (PVC) conforming to requirements in UL Publication 651 for Rigid Non-Metallic Conduit, for underground installation only.

Conduit depth shall not exceed 60 inches below finish grade.

Conduit size shall be 2 inches minimum unless otherwise specified. New conduit shall not pass through foundations or standards.

Conduit bends shall be factory bends. Bend radius for signal interconnect conduits shall be 3 feet minimum.

A pull rope and a bare #12 AWG wire shall be installed in conduits intended for future use.

Bell bushings are required for all conduit ends. The ends of conduits terminating in pull boxes and controller cabinets shall be sealed with sealing compound approved by the Engineer after conductors have been installed.

Conduits shall be installed via jacking or drilling method per Section 86-2.05C, "Installation", of the Standard Specifications.

Pot-holing shall be performed prior to all conduit installation to determine utility underground location, including service laterals, to avoid damage to utility owner facilities.

### **Trenching Installation**

The Engineer shall approve trenching installation on a case-by-case basis where conduit cannot be installed by jacking or drilling. Jacking or Drilling shall be attempted a minimum of three times prior to requesting trenching installation.

If ordered by the Engineer, all pavements shall be cut to a depth of 3 inches with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter surface outside the removal area.

Trench shall be 2 inches wider than the outside diameter of the conduit being installed however not exceeding 6 inches in total width. The conduit shall be placed in the bottom of the trench. Conduit depth shall be at a minimum of 30 inches below finished grade, with a minimum of 26 inches cover over the conduit.

The trench shall be backfilled with two-sack slurry to the finish grade before final paving. Prior to final paving, grind pavement centered along the length of the trench a minimum width of 3 feet and depth of 0.10 feet, and excavate backfilled to a depth of 0.30 feet below the final pavement surface. Final paving with commercial Type A ½" PG64-10 asphalt concrete.

If directed by the Engineer, the two-sack slurry backfill can be installed to a depth of 0.30 feet below the final pavement surface and cured for a minimum of two days prior to final paving if the trench area is not open to traffic.

#### **K. Pull Boxes**

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes", of the Standard Specifications and these Special Provisions.

Traffic pull boxes shall conform to the provisions in Section 86-2.07, "Traffic Pull Boxes", of the Standard Specifications and these Special Provisions.

Pull boxes shall have a "Fibrelyte" cover and bolt down design. Cover shall have a non-skid surface.

Pull box covers shall be marked in accordance with Standard Plans ES-8. Pull box covers shall not be marked "Caltrans" except for projects on State of California right of way.

Pull boxes shall be placed with their tops flush with surrounding finish grade or as directed by the Engineer.

Pull boxes shall be installed behind the curb or as shown on the plans and shall be spaced at no more than 500 feet intervals. The Engineer shall determine the exact locations.

Pull boxes installed in unimproved areas, locations not protected by concrete curb and gutter, shall be traffic pull box and marked with Type L markers.

## **L. Conductors and Wiring**

Conductors shall conform to the provisions in Section 86-2.08, "Conductors", of the Standard Specifications and these Special Provisions.

Wiring shall conform to the provisions in Section 86-2.09, "Wiring", of the Standard Specifications and these Special Provisions.

Specific cabling and wiring requirements for various systems or components shall be in accordance with the Special Provisions entitled to each herein.

Signal cable shall be installed continuously without splicing from the controller cabinet to each traffic signal pole. Traffic signal conductors, multiple circuit conductors, and signal cable conductors shall not be spliced unless otherwise shown.

All outer cable jacket for 12 conductor cable shall be removed from the traffic signal standard hand hole to the terminal block located at the side mount traffic signal head.

Where splice is required, Type C or Type T splice shall be used and insulated as shown in the Standard Plans, ES-13A.

Where splice is required, "Liquid Electrical Tape shall be used to provide a watertight electrical insulating coating with "Method B" as shown in the Standard Plans, ES-13A.

Minimum luminaire wiring shall be No. 10 AWG, including wiring within poles and mast arms.

## **M. Signal Interconnect Cable**

Signal Interconnect Cable (SIC) shall conform to the provisions in Section 86-2.08E, "Signal Interconnect Cable" of the Standard Specifications and these special provisions.

SIC shall be 6-pair, No. 20 AWG cable unless specified otherwise.

Submit a sample of the proposed SIC to the Engineer for approval prior to installation.

SIC shall be pulled without splices in between traffic signal controller cabinets. Provide 6 feet of slack in each pull box, 20 feet of slack inside the pull box adjacent to the controller cabinet, and 3 feet of slack inside the controller cabinet.

Solder each end of SIC conductor to a terminal lug using the hot iron method and connect them to the terminal block inside the controller cabinet in the following order:

Pot-holing shall be performed prior to all conduit installation to determine utility underground location, including service laterals, to avoid damage to utility owner facilities.

<b>Terminal Block Number</b>	<b>SIC Conductor Color Coding (County)</b>		<b>SIC Conductor Color Coding (Caltrans)</b>	
1	White	(White / Blue pair)	White	(Black / White pair)
2	Blue	(White / Blue pair)	Black	(Black / White pair)
3	White	(White / Orange pair)	Red	(Black / Red pair)
4	Orange	(White / Orange pair)	Black	(Black / Red pair)
5	White	(White / Green pair)	Brown	(Black / Brown pair)
6	Green	(White / Green pair)	Black	(Black / Brown pair)
7	White	(White / Brown pair)	Blue	(Black / Blue pair)
8	Brown	(White / Brown pair)	Black	(Black / Blue pair)
9	White	(White / Slate pair)	Green	(Black / Green pair)
10	Slate	(White / Slate pair)	Black	(Black / Green pair)
11	Red	(Red / Blue pair)	Yellow	(Black / Yellow pair)
12	Blue	(Red / Blue pair)	Black	(Black / Yellow pair)

**N. Bonding and Grounding**

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding", of the Standard Specifications and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in the adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

For equipment grounding jumper a No. 8 bare copper wire shall run continuously in all circuits except a No. 12 bare copper wire shall run continuously in conduits that contain only signal interconnect cable and/or loop detector cable.

**O. Service**

Service shall conform to the provisions in Section 86-2.11, "Service", of the Standard Specifications and these Special Provisions.

Service equipment enclosure shall be Type III-CF, as shown on the Standard Plans, ES-2F, and shall conform to the following:

1. 120 / 240 volt, 2 meter service unless otherwise shown on the plans.

2. Circuit breakers required:
  - 2 - 100 Amp 2 pole (signal main and lighting main)
  - 1 - 30 Amp 1 pole (luminaires)
  - 1 - 20 Amp 1 pole (illuminated street name signs)
  - 1 - 30 Amp 1 pole (signals)
  - 1 - 15 Amp 1 pole (luminaire photoelectric control)
  - 1 - 15 Amp 1 pole (street name sign photoelectric control)
  - 1 - 20 Amp 1 pole (for each beacon, if applicable)
3. Cabinet shall be fabricated from aluminum sheeting and finish shall be anodic coating in accordance with Section 86-3.04A "Cabinet Construction".
4. Circuit breakers shall be marked with identifying labels for each circuit breaker.

Type V photoelectric control contactor and test switch assembly shall be installed in the service cabinet. Photoelectric control contactors shall be as follows:

1. Luminaires - 60 Amp electrically held contact
2. Street name signs - 30 Amp electrically held contact

A GFCI outlet shall be installed on the interior side of service cabinet door.

Photo Electric Control assembly shall be installed within the circuit breaker compartment of the service equipment enclosure, and accessible to the County after installation of electrical meters.

Direct burial service conductors are not allowed.

The Contractor shall be responsible for contacting the power company, arranging and providing for the electrical service connection, and ensuring that adequate notice is provided to the serving electric company in advance of need. *The County of Riverside will pay all electric company fees required.*

The service equipment enclosure shall be a minimum of 15 feet from the controller cabinet, and a minimum of 10 feet from all utility poles, unless otherwise directed by the Engineer.

### **Service Identification**

The service address shall be shown on the front upper panel of the service equipment enclosure, and the meters shall be labeled "LS3" (lighting meter) and "TC1" (signal meter) by lettering applied to the exterior of the enclosure in accordance with these special provisions, or as directed by the Engineer.

Lettering markings shall be black with a two-inch minimum size in block letter form. Markings shall be applied to a brushed aluminum, stainless steel, or other non-corroding metallic plate, as approved by the Engineer. Plate shall be white in color. All paint and markings shall conform in all respects to Federal Specification TT-E-489, latest revision, Class A, Air Drying. Said plate shall be affixed in a permanent manner by riveting or with stainless steel bolts and nuts. Bolts shall be peened after tightening. All materials used for affixing address plate shall be non-corroding. The Engineer shall approve all alternate materials and methods prior to installation.

**P. Testing**

Testing and Field Testing shall conform to the provisions in Section 86-2.14, "Testing", of the Standard Specifications and these Special Provisions.

Specific testing requirements for various systems and components shall be in accordance with the Special Provisions entitled to each herein.

The complete controller assembly and Battery Backup System shall be delivered to the following location or location as directed by the Engineer for testing:

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

A minimum of 15 working days for operational testing and adjustment is required. An additional 15 working days period shall be allowed for retesting should the equipment fail.

The conflict monitor unit shall be tested in the field before signal turn on.

**Q. Controller Assembly**

Controller assembly shall conform to the provisions in Section 86-3, "Controller Assemblies", of the Standard Specifications and these Special Provisions.

Controller assembly shall be Model 170 controller assembly consisting of the additional features:

1. Model 332L controller cabinet:
  - Anodic coating for both interior and exterior finish
  - A Corbin No. 2 door lock
2. An interior fluorescent lamp with an on/off switch and a door switch that will automatically turn on the lamp when cabinet door is opened.
3. An interior thermostatically controlled, 24 volt electric fan with ball or roller bearing that has capacity rating of 100 cubic feet per minute minimum.
4. Rack mounted push buttons for manual actuation of the following:
  - 8 vehicular phases,
  - 4 pedestrian phases,
  - 4 Emergency Vehicle Preemption (EVP) phases; and,

- 2 Railroad preemption phases.
5. Model 170E local controller unit:
    - Dual Asynchronous Communications Interface Adaptor (ACIA) capability. ACIA shall be integral to the controller unit. Horizontal printed circuit board controllers will not be accepted.
    - A Model 412F Program Module with 32K 27256 EPROM, 16K RAM, and 8K zero power RAM (memory method two, memory select four).
    - Bitrans Systems, Inc. 233RV2.5 or latest version firmware, test program and a loopback cable.
  6. If required, provide a Model 170E field master controller unit that has the same features as the 170E local controller except the firmware shall be Bitrans Systems, Inc. No. 245 FM. It shall be mounted above the local controller unit.
  7. A pullout shelf/drawer assembly made of aluminum with telescoping drawer guides for full extension installed below the local controller unit. The top shall have a non-slip plastic laminate permanently attached. The non-slip laminate shall not be attached with silicon adhesive.
  8. Load Switches:

Switching circuit shall be contained in a replacement module (cube type) sealed in epoxy and rated at 15 amperes load (25 Amp triac). Pin 11 on all load switch sockets shall be wired to AC. Input and output indicators shall be installed on all load switches.

All load switch sockets shall have individual wire terminals. Printed circuit boards will not be allowed.
  9. Flasher units:

Switching circuit shall be contained in a replacement module (cube type) sealed in epoxy and rated at 15 amperes load (25 Amps triac).
  10. Conflict monitor shall be EDI Model 2010ECL or equivalent with a red monitor assembly circuit board and capable of monitoring green, amber and red indications.
  11. Loop detector sensor unit shall be Model 222:
    - Detector unit shall have delay timers adjustable from zero to a minimum of 30 seconds and extension timers adjustable from zero to a minimum of 7 seconds.
    - Delay timers shall delay calls only during display of the associated red or yellow indications. If a vehicle departs the area of detection prior to expiration of the assigned delay period, the timer shall reset and no call shall be placed upon the controller. During display of the associated green indication, detectors shall operate in the present mode and calls shall not be delayed.
  12. Power Distribution Assembly shall be Model PDA-2.



13. A twelve-position interconnect terminal strip.

The contractor shall furnish the following spare equipments / components:

Description	Model	Quantity
Cabinet	332	0
Controller Unit (local)	170E	0
Controller Unit (master)	170E	0
Switch Pack	200	0
Flasher Unit	204	0
Conflict Monitor Unit	2010	0
2-Channel Loop Detector	222	0
2-Channel DC Isolator	242	0
Modem Module	400	0
Program Module	412F	0

Spare equipments or components shall be delivered to the following location 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

The controller unit and controller cabinet shall be manufactured and furnished by the same manufacturer to form a complete functional controller system capable of providing the traffic signal operation specified. All traffic control equipment to be furnished shall be listed on the California Department of Transportation Qualified Products List.

The controller unit and controller cabinet manufacturer or supplier shall perform operational and functional testing of the supplied controller assembly and additional supplied equipment in accordance with the State of California Department of Transportation's Transportation Electrical Equipment specifications (TEES), and a Certificate of Compliance shall be issued for each successfully tested controller assembly and additional supplied equipment.

Modify traffic signal controller assembly if necessary and provide any necessary auxiliary equipment and cabling to achieve the intended traffic signal operation as shown on the plans. The Contractor shall make all field wiring connections to the terminal blocks inside the controller cabinet.

A technician who is qualified to work on the controller assembly from the controller manufacturer or their representative shall install the program module and program the signal controller in accordance with the Engineer provided signal timing sheets, and to be present when the equipment is turned on.

## **R. Vehicle Signal Assemblies**

Vehicle signal assemblies and auxiliary equipment shall conform to the provisions in Section 86-4.01 "Vehicle Signal Faces", Section 86-4.01B (1), "Metal Signal Sections", Section 86-4.01D "Visors", Section 86-4.04, "Backplates", and Section 86-4.08 "Signal Mounting Assemblies" of the Standard Specifications and these Special Provisions.

Signal sections, backplates, visors and signal mounting assemblies shall be the metal type and shall be made from the same manufacturer. The section assemblies shall be uniform in appearance and alignment.

Backplates shall be louvered. Visors shall be the "tunnel" type. Top opening of signal sections shall be sealed with neoprene gaskets.

Vehicle signal indications shall be 12-inch diameter Light Emitting Diode (LED) modules in accordance with the following:

1. All circular LED modules shall comply with Institute of Transportation Engineers (ITE) Vehicle Traffic Control Signal Heads (VETCH) - LED Circular Supplement, Adopted June 27, 2005.
2. All arrow LED modules shall comply with ITE VETCH - LED Vehicle Arrow Traffic Signal Supplement, Adopted July 1, 2007.
3. All modules shall fit in existing signal housings without the use of special tools.
4. All modules shall be certified in the Intertek LED Traffic Signal Modules Certification Program and be labeled with the ETL Verified Label as follows:



5. Luminous intensity requirements of the VTC SH must be met across the entire temperature range from -40°C to +74°C, (-40°F to +165°F).

6. The following cable colors shall be used for the AC power leads on all modules: white for common, red for the red module line, yellow for the yellow module line, and brown for the green module line.
7. The AC power leads shall exit the module via a rubber grommet strain relief, and shall be terminated with quick connect terminals with spade tab adapters. The leads shall be separate at the point at which they leave the module.
8. All external wiring used in the module shall be anti-capillary type cable to prevent the wicking of moisture to the interior of the module.
9. All power supplies shall be coated for additional moisture and thermal protection.
10. The module shall have an incandescent, non-pixelated appearance when illuminated.
11. Nominal power usage is measured at 25°C, 120 VAC. For the 8 inch modules, it shall not exceed 8 watts for Red, 8 watts for Yellow, and 8 watts for Green modules. For the 12 inch modules, it shall not exceed 10 watts for Red, 19 watts for Yellow, and 11 watts for Green modules. For the arrows, it shall not exceed 6 watts for any color.
12. All modules shall use LEDs that have been manufactured with materials that have industry acceptance as being suitable for uses in outdoor applications. At no time is the use of LEDs that utilize AlGaAs technology acceptable.
13. The external lens shall have a smooth outer surface to prevent the buildup of dirt and dust and shall be designed to minimize the potential for sun phantom signals.
14. The circular LED module lens material must be tinted. A tinted transparent film or coating is not permitted.
15. A module shall be sealed against dust and moisture intrusion, including rain and blowing rain per Mil-Std-810F Method 506.4, Procedure 1.
16. Arrow modules shall be clearly marked with the phrase "Suitable for mounting in any orientation".
17. Modules shall be repaired or replaced if the module fails to function as intended due to workmanship or material defects within warranty period.
18. Modules shall be repaired or replaced if the module exhibit luminous intensities less than the minimum specified values within 60 months of the date of delivery.
19. The Manufacturer shall clearly disclose the country in which the factory of module origin is located, the name of the company or organization that owns the factory including all of its parent companies and/or organizations, and their respective country of corporate citizenship.

## **S. Pedestrian Signal Assemblies**

Pedestrian signals assemblies shall conform to the provisions in Section 86-4.06, "Pedestrian Signal Faces", of the Standard Specifications and these Special Provisions.

Pedestrian Signal Mounting Assemblies and Pedestrian Signal Housings shall be made from the same manufacturer and the section assemblies shall be uniform in appearance and alignment.

Pedestrian signals shall be provided with a polycarbonate egg crate or Z-crate screen.

Pedestrian signals shall be equipped with light emitting diode countdown pedestrian module in accordance to the following:

1. It shall comply with ITE specification: Pedestrian Traffic Control Signal Indications (PTCSI) Part 2: LED Pedestrian Traffic Signal Modules, Adopted March 19, 2004.
2. All modules shall fit in existing signal housings without the use of special tools.
3. All modules shall be certified in the Intertek LED Traffic Signal Modules Certification Program and be labeled with the ETL Verified Label as follows:



The PTCSI does not cover the countdown features of countdown pedestrian signal LED modules. The countdown features shall incorporate the following:

1. Fully compliant to NEMA TS-1, NEMA TS-2, Type 170, and Type 2070 traffic signal controller specifications.
2. The countdown portion of the pedestrian (ped) module shall have a high off-state input impedance so as not to provide a load indication to conflict monitors and interfere with the monitoring of the pedestrian signal. The input impedance of the countdown circuitry shall maintain a voltage reading above 25 VAC to the conflict monitor for up to four units connected on the same channel.
3. The countdown drive circuitry shall not be damaged when subjected to defective load switches providing a half wave signal input.
4. The countdown ped module shall have an internal conflict monitor circuit preventing any possible conflicts between the Hand, Person, and Countdown signal indications. It shall be impossible for the display to countdown during a solid Hand indication.

5. Per CA MUTCD Manual, section 4E.07: "The countdown pedestrian signal shall display the number of seconds remaining until the termination of the pedestrian change interval. Countdown displays shall not be used during the walk interval or during the red clearance interval of a concurrent vehicular phase".
6. The countdown ped module shall have a micro-processor capable of recording its own time when connected to a traffic controller. It shall be capable of displaying the digits 0 through 99.
7. When power is first applied or restored to the ped module, the countdown display will be blank during the initial cycle while it records the countdown time using the walk (person) and don't walk (flashing hand) signal indications. The normal hand and person icons shall be displayed during this cycle.
8. The countdown ped module shall continuously monitor the traffic controller for any changes to the pedestrian phase time and re-program itself automatically if needed.
9. The countdown ped module shall register the time for the walk and clearance intervals individually and shall begin counting down at the beginning of the pedestrian clearance interval. The digits shall not flash during the countdown.
10. When the flashing hand becomes solid, the ped module shall display 0 for one second and then blank-out. The display shall remain dark until the beginning of the next countdown.
11. In the event of a pre-emption, the countdown ped module shall skip the remaining time, reach 0 at the same time as the flashing Hand becomes solid, and remain dark until the next cycle.
12. In the cycle following preemption call, the signal shall display the correct time and not be affected by the reduced previous cycle. The countdown shall remain synchronized with the signal indications and always reach 0 at the same time as the flashing Hand becomes solid.
13. If a pedestrian button is activated during the clearance interval, some controllers can change to a second walk cycle without a "don't walk" phase. The countdown module shall also be capable of consecutive walk cycles. The display digits will be blank during the second walk and countdown properly during the second flashing hand.
14. The countdown ped module shall not display an erroneous or conflicting time when subjected to defective load switches. Should there be a short power interruption during the ped clearance interval or if voltage is applied to both the hand and person simultaneously the display will go to "0" then blank.
15. The countdown ped module shall have accessible dip-switches for the user selectable options. The unit shall have a removable plug on the rear allowing easy access to control the user selectable functions. The countdown is disabled when all the switches are in the "ON" position. The unit shall be shipped from the factory with the specified default setting.

16. Switch 1 – Blank Cycle Following a Timing Change – Factory default is “OFF”. When this switch is “OFF” the unit will allow the time to be displayed normally during the cycle following a truncated timing such as a preemption call. The countdown shall be capable of displaying the correct time and not affected by the previous reduced cycle. The unit will require 2 consecutive reduced cycles of identical value to validate and record a new time setting. If the timing is extended, the unit will record it immediately. In the “ON” position when a change in timing is detected the unit will blank out during the following cycle while the new cycle time is measured and recorded if confirmed.
17. Switch 2 – Disables Auto-sync Mode- Factory default setting is “OFF”. When this switch is in the “OFF” position the auto-sync is enabled. When the clearance interval begins and the initial flash of the hand is not in sync with the walk signal the unit will measure the offset and reduce the duration of the first second by the value of the offset. This will ensure the countdown reached zero at the same time as the flashing hand becomes solid. In the “ON” position there is no time correction when the flashing hand is in offset with the walk signal. The duration of the first second will not be reduced and the hand will appear solid shortly before the countdown reaches zero.
18. Switch 3 – Countdown Starts with Flashing Hand Signal – Factory default setting is “ON”. When this switch is “ON” the countdown begins when the hand signal is turned on. With this switch “ON” and the auto-sync mode enabled a short power interruption will have no effect on the countdown display. With switch 3 in the “OFF” position the countdown begins when the walk signal is turned off. This eliminates the effect of an offset hand signal. When switch 3 is in the “OFF” position the auto-sync switch 2 has no effect on the countdown. In this mode if the power to the walk signal is interrupted, the unit will interpret this as the start of the clearance interval and will display the countdown time for 2 seconds before the operation is cancelled. The countdown will resume with the normal ending of the walk signal.
19. Switch 4 – Stores Time Value in Memory, Immediate. Restart. - Factory default setting is “OFF”. When this switch is in the “OFF” position and power is removed from the unit, the time value stored in the unit is erased. The unit will need to run a dark cycle before it can display the countdown again. In the “ON” position the countdown timing is stored in memory. Following a power interruption, the unit will restart with the stored value and not remain dark during the learning cycle. If the value is different after restart, it will be recorded and displayed correctly at the following cycle.
20. Switch 5 – All LEDs “ON”, Test Mode – Factory default setting is “OFF”. With this switch in the “ON” position all LEDs are turned on simultaneously. With both switches 4 and 5 in the “ON” position the LED test mode will also scan the 7 individual segments of both digits.
21. The countdown shall be disabled when all switches are placed in the “ON” position.
22. Nominal power usage for Ped Modules at 25°C (77°F), 120 VAC input shall not exceed the values shown in Table 1.

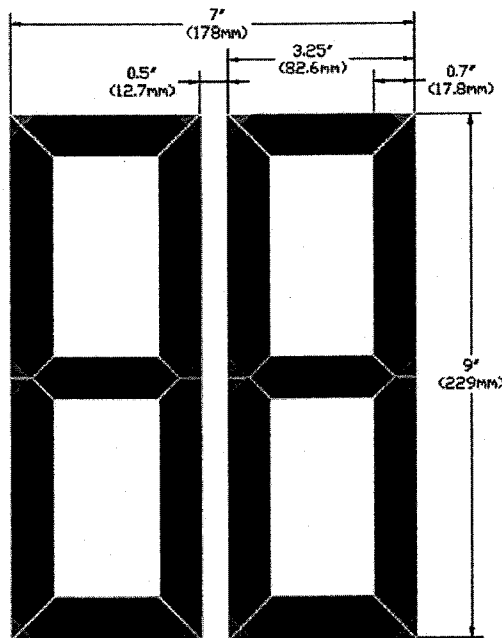
**Table 1 -- Nominal Power of Pedestrian Signals**

Size	Description	Wattage @ 25°C		
		Hand	Person	Countdown <sup>1</sup>
16"x18"	Side by Side Hand & Person	8	7	N/A
16"x18"	Hand & Person Overlay with Countdown	9	7	5

<sup>1</sup> Wattage for the countdown is measured when the digits 18 are displayed.

23. All wiring shall meet the requirements of Section 13.02 of the VTCSH standard. Secured, color coded, 600V, 18 AWG jacketed wires, 1 meter (39 in) in length, conforming to the NFPA 70, National Electrical Code, and rated for service at +105°C, shall be provided.
24. The following color scheme shall be used for the ped module's AC power leads: Orange for the upraised hand, Blue for the walking person, and White for common. The countdown portion of the LED ped module shall be internally wired to the hand and walking person power.
25. The AC power leads shall exit the ped module via a rubber grommited strain relief, and shall be terminated with insulated female quick connect terminals with spade / tab adapters. The leads shall be separate at the point at which they leave the ped module.
26. All external wiring utilized in the ped modules shall be anti-capillary type wire to prevent the wicking of moisture to the interior of the ped module.
27. The Hand and Person Icons shall utilize separate power supplies. On countdown products, the countdown ped module must have its own power supply but may take the incoming AC power from the hand / person AC signal lines. All power supplies shall be located inside the ped module.
28. All power supplies shall be conformally coated for additional protection.
29. Off State Voltage Decay: When the hand or person icon is switched from the On state to the Off state the terminal voltage shall decay to a value less than 10 VAC RMS in less than 100 milliseconds when driven by a maximum allowed load switch leakage current of 10 milliamps peak (7.1 milliamps AC).
30. For a minimum period of 60 months, measured at 80 to 135 VAC RMS and over the ambient temperatures of -40°C to +74°C (-40°F to +165°F), the minimum maintained luminance values for the ped modules, when measured normal to the plane of the icon surface, shall not be less than:
  - Walking Person, White: 2,200 cd/m<sup>2</sup>
  - Upraised Hand, Portland Orange: 1,400 cd/m<sup>2</sup>
  - Countdown Digits, Portland Orange: 1,400 cd/m<sup>2</sup>

31. The external lens shall have a textured outer surface to reduce glare.
32. Icons that are printed on the lens shall be on the interior surfaces in order to prevent scratching and abrasion to the icons.
33. All icons and numbers shall have a uniform incandescent non-pixelated appearance.
34. All exposed components of a ped module shall be suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance. As a minimum, selected materials shall be rated for service for a period of a minimum of 60 months in a south-facing Arizona Desert installation.
35. All LEDs used to illuminate the ped module shall use material that has industry acceptance for use in outdoor applications. At no time is the use of LEDs that utilize AlGaAs technology acceptable.
36. The countdown display shall consist of two 7 segment digits as shown below. All countdown display digits shall be 9 inches in height for use in all size crosswalks in compliance with MUTCD recommendations.



**Figure 2: Countdown Display**

37. Ped modules shall be repaired or replaced if the ped module fails to function as intended due to workmanship or material defects within warranty period.
38. Ped modules shall be repaired or replaced if the ped module exhibit luminous intensities less than the minimum specified values within 60 months of the date of delivery.
39. The manufacturer shall clearly disclose the country in which the factory of ped module origin is located, the name of the company or organization that owns the factory including



all of its parent companies and organizations, and their respective country of corporate citizenship.

#### **T. Pedestrian, Bicycle and Equestrian Push Buttons**

Pedestrian, bicycle, and equestrian push buttons shall conform to the provisions in Section 86-5.02, "Pedestrian Push Buttons", of the Standard Specifications and these Special Provisions.

Push button assembly shall be Type B per Standard Plans ES-5C.

Push button housing shall be die-cast or permanent mold cast aluminum powder coated frame with stainless steel inserts and sign screws.

Push button sign shall be white powder coat base with black heat cured ink. Right and left arrow signs shall be doubled sided.

Push button shall be Polara Engineering, Inc. model BDLM2-Y, or approved equal.

Push button shall utilize solid state Piezo switch technology, pressure activated, two-tone audible, visual LED confirmation of actuation and shall be ADA compliant.

The equestrian push buttons (EPB) shall be installed at 6 feet above finish grade or as directed by the Engineer. The Engineer shall approve the EPB placement on each pole prior to installation.

#### **U. Detectors**

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

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

##### **Inductive Loops**

Detector loop configuration shall be Type E per Standard Plans ES-5B unless otherwise shown on the construction plan, in the Special Provisions, or as directed by the Engineer.

Limit Line detector loop configuration shall be modified Type E with diagonal saw cuts and wire winding conforming to Type D loop configuration.

Detector loop wire shall be Type 2.

Detector loop lead-in cable shall be Type B.

Detector loop curb terminations shall be Type A in accordance with Standard Plans ES-5D.

Loop sealant shall be the Hot-Melt Rubberized Asphalt sealant type, unless otherwise directed by the Engineer. Loop conductors and sealant shall be installed on the same day the loop slots are cut.

All detector loops shall be tested sequentially by the following methods:

- impedance (measured by megaohms)
- resistance (measured by ohms)
- inductance (measured in microhenries)

### **Video Detection**

The contractor shall furnish and install video detection cameras (VDC), video detection processors (VDP), extension modules (EM), an industry standard 3-button USB mouse, a drawer mounted 17 inch LCD monitor, surge suppressors, and all necessary cabling and auxiliary equipment to make the video detection systems fully functional for the intended operation. The Contractor shall furnish a spare VDC, a spare EM, and a spare VDP to the Engineer.

All equipment supplied shall come from and qualified by the VDP supplier to ensure proper system operation.

The VDC shall attach to the top of luminaire mast arm using mounting bracket provided by manufacturer, or the backside of signal mast arm using Pelco Astrobrac with 6' extension or approved equal. The Engineer shall approve the final camera placements.

The video detection systems shall be installed by supplier factory certified installers per recommended method provided in the supplier's installation manuals. Proof of factory certification shall be provided.

#### Video Detection Zones:

Placement of detection zones shall be done by using the supplied USB mouse connected to the VDP. Detection zones are drawn on the video image from the video camera displayed on a video monitor using the menu and graphical interface built into the VDP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.

Detection zone setup shall not require site-specific information such as latitude, longitude, date and time to be entered into the system. No separate computer shall be required to program the detection zones.

Each detection zone shall be user definable in size and shape to suit the site and the desired vehicle detection region. A detection zone shall be approximately the width and length of one car.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

The VDP shall provide a minimum of 24 channels of vehicle presence detection/detection zones per camera through a standard detector rack edge connector and one or more EMs.

Functional Capabilities:

System must have a single point access to multiple rack-mounted video detection units. The access device shall provide interface capabilities to enable multiple rack-mounted video detection processors to be locally and remotely accessed from a single point via one set of user interface devices.

The camera shall be able to transmit the composite video signal, with minimal signal degradation, up to 1000 feet under ideal conditions.

The EM shall be plugged into the appropriate slot in the detector rack to avoid the need of rewiring the detector rack. The extension module shall be connected to the VDP by an 8-wire cable with modular connectors.

The EM and VDP communications shall be accommodated by methods using differential signals to reject electrically coupled noise. The EM shall be available in both 2 and 4 channel configurations programmable from the VDP.

The VDP shall have video input in NTSC composite video format and shall be digitized and analyzed in real time.

The VDP shall have a nine-pin RS232 port that is multi-drop compatible for communications with an external computer. The VDP shall be able to accept new detector patterns from and send its detection patterns to an external computer through this RS-232 port. A Windows™ based software designed for local or remote connection for uploading and downloading data, and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The VDP shall store up to three different detection zone patterns within the VDP memory. The VDP's memory shall be non-volatile to prevent data loss during power outages. The VDP shall continue to operate (e.g. detect vehicles) using the existing zone configurations even when the operator is defining/modifying a zone pattern. The new zone configuration shall not go into effect until the operator saves the configuration. Each configuration can be uniquely labeled for identification and the current configuration letter is displayed on the monitor. The selection of the detection zone pattern for current use shall be done through a local menu selection or remote computer via RS-232 port. It shall be possible to activate a detection zone pattern for a camera from VDP memory and have that detection zone pattern displayed within 1 second of activation.

The VDP shall provide dynamic zone reconfiguration to enable normal detector operation of existing channels except the one where a zone is being added or modified during the setup

process. The VDP shall output a constant call on any detection channel corresponding to a zone being modified.

The VDP shall detect vehicles in real time as they travel across each detector zone.

The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background learning period. The background learning period shall be not more than three minutes.

The VDP shall be capable of detecting a low-visibility condition automatically, such as fog, and place all defined detection zones in a constant call mode. The VDP shall automatically revert to normal detection mode when the low-visibility condition no longer exists. A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s).

Detection shall be at least 98% accurate in good weather conditions and at least 96% accurate under adverse weather conditions (rain, snow, or fog). Detection accuracy is dependent upon site geometry; camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six detection zones shall be capable to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the RS-232 port. The data collection interval shall be user definable in periods of 5, 15, 30 or 60 minutes.

System software shall

- Utilize a dual redundant hybrid tracking algorithm to enhance vehicle presence detection and data collection.
- Include a moving shadow and occlusion rejection algorithm that is activated by selection of a drop down menu tab.
- Include a menu selectable zone type labeled "Bike" that is specifically designed to detect bicycles.
- Include a virtual QWERTY keyboard that is present when performing any labeling functions for the detection zones and cameras.
- Include the ability to copy completed zones with one mouse click, drag and drop single zones, rows of zones together and entire detection configurations.

VDP & EM Hardware:

The VDP and EM shall be specifically designed to mount in a standard NEMA TS-1, TS-2, 2070 ATC, 170 type detector rack, using the edge connector to obtain power and provide contact closure outputs. No adapters shall be required to mount the VDP or EM in a standard detector rack. Detector rack rewiring shall not be required or shall be minimized.

Both VDP and EM shall operate in a temperature range from -34°C to +74°C and a humidity range from 0% RH to 95% RH, non-condensing.

Both VDP and EM shall be powered by 12 or 24 volts DC. These modules shall automatically compensate for the different input voltages.

Both VDP and EM shall include detector output pin out compatibility with industry standard detector racks.

Both VDP and EM shall have a detector test switch on the front panel to allow the user to place calls on each channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.

The VDP power consumption shall not exceed 300 milliamps at 24 VDC. The EM power consumption shall not exceed 120 milliamps at 24 VDC.

The VDP shall utilize flash memory technology to enable the loading of modified or enhanced software through the RS232 port without modifying the VDP hardware.

The VDP shall include the following on the front panel:

- A multi-drop compatible RS232 port, a 9-pin "D" subminiature connector, for serial communications with a remote computer.
- Detection indication such as LED for each channel of detection that display detector outputs in real time when the system is operational.
- One or two BNC video input connection suitable for RS170 video inputs as required. The video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection. Video must be inputted via a BNC connector on the front face of the processor. RCA type connectors/jacks for video input are not allowed. Video shall not be routed via the edge connectors of the processor.
- One BNC video output providing real time video output that can be routed to other devices. A RCA type connector/jack for video output is not allowed.

#### Video Detection Camera:

The camera shall be housed in a weather-tight sealed enclosure consists of the following:

1. The enclosure shall be made of 6061 anodized aluminum.
2. The enclosure shall be field rotatable to allow proper alignment between the camera and the traveled road surface.
3. The enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of

view. The camera enclosure with sunshield shall be less than 6" diameter, less than 18" long, and shall weigh less than 6 pounds when the camera and lens are mounted inside the enclosure.

4. The enclosure shall be design so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.
5. The enclosure shall include a proportionally controlled Indium Tin Oxide heater design that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.
6. The glass face on the front of the enclosure shall have:
  - a. An anti-reflective coating to minimize light and image reflections.
  - b. A special coating to minimize the buildup of environmental debris such as dirt and water.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The imager luminance signal to noise ratio shall be more than 50 dB. In harsh backlit conditions, vehicles can be detected flawlessly with >100dB of dynamic range.

The camera shall be digital signal processor based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.

The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter.

The camera shall utilize automatic white balance.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

The horizontal field of view shall be adjustable from 5.4 to 50.7 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall have a 27x zoom.

The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

The camera electronics shall include automatic gain control to produce a satisfactory image at night.

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34 °C to +60 °C and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon VDP system operation.

The camera shall be powered by 120-240 VAC 50/60 Hz. Power consumption shall be 30 watts or less under all conditions.

The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 1:10). Camera placement and field of view shall be unobstructed and as noted in the installation documentation provided by the supplier.

There shall be at least 2 options for camera set up, diagnostic testing, and viewing video when it is mounted on mast arm or pole using lens adjustment module supplied by the VDP supplier:

1. Connected directly to the camera.
2. Connected to the coaxial cable from the cabinet.

The video signal shall be fully isolated from the camera enclosure and power. Cable terminations at the camera for video and power shall not require crimping tools.

No BNC or other connector shall be used for the coaxial video cable termination at the camera.

The power connection at the camera shall use connector terminations that only require the use of wire strippers and a standard screwdriver. No special crimping tools or other types of terminations shall be used.

A weather-proof protective cover shall be provided shall be provided to protect all terminations at the camera. No special tooling shall be required to remove or install the protective cap.

#### Cabling and Cable Connections:

The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281. The coax cable shall be a continuous unbroken run from the camera to the VDP. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. A BNC plug connector shall be used at the cabinet end. The coaxial video cable shall be stripped and terminated at the camera and cabinet per manufacturers' instructions (no BNC or other connector shall be used at the camera). The coaxial cable, BNC connector used at the cabinet termination, and crimping tool shall be approved by the

supplier of the video detection system and the manufacturer's instructions must be followed to ensure proper connection.

The power cable shall be three 16 AWG conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The power cable shall be terminated at the camera per manufacturers' instructions and shall only require standard wire strippers and a screw driver for installation (no special connectors or crimping tools shall be used for installation). The cabling shall comply with the National Electric Code, as well as local electrical codes. Cameras shall not acquire power from the luminaire.

A Din Rail mounted AC power panel assembly shall be supplied by the video detection manufacturer that will include a minimum of one convenience receptacle, four camera chassis ground connections, four camera AC neutral (AC-) connections, four 2 amp camera circuit breakers for hot (AC+) connections, and one AC source connection for Line, Neutral and Ground wires. A Din Rail video surge suppression protection panel assembly shall also be supplied by the video detection manufacture. One panel shall accommodate up to six EDCO surge suppressors.

This equipment shall be installed, including termination of all necessary wiring, per the video detection manufacturer requirements for the intended use.

Maintenance and Support:

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the access unit and video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.

Installation or training support shall be provided by factory-authorized representative.

All product documentation shall be written in the English language.

**V. Luminaries**

Luminaires shall conform to the provisions in Section 86-6, "Lighting", of the Standard Specifications and these Special Provisions.

Luminaires shall be of the cutoff type and shall be 200, 250 or 400 Watt High Pressure Sodium Vapor as shown on the plans. The fixtures shall be constructed with flat lenses, integral ballasts, and detachable power unit assemblies. The power unit assemblies shall contain the ballast, starter board, capacitors, and a heavy-duty terminal block.



Each luminaire shall be furnished without the photoelectric unit receptacle.

Each luminaire shall have a 5-amp inline fuse installed inside the standard's hand hole.

#### **W. Sign Lighting Fixtures**

Sign lighting fixtures shall conform to the provisions in Sections 86-6.06, "Sign Lighting Fixtures – Incandescent", of the Standard Specifications.

Sign lamp for Type 9 Standard shall be 36" LED type. Power consumption not to exceed 30W.

#### **X. Internally Illuminated Street Name Sign**

Internally illuminated street name signs (IISNS) shall conform to the provisions in Section 86-6.09, "Internally Illuminated Street Name Signs", of the Standard Specifications and these Special Provisions.

The sign fixture, panels, and mounting assemblies shall be designed and constructed to prevent deformation, warp or failure when subjected to a minimum of 100 mph wind loads, as set forth in the latest AASHTO publication, "Standard Specifications for Structural Supports of Highway Signs, Luminaires, and Traffic Signals", and amendments thereto. The IISNS manufacturer shall submit a certificate of compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance", with each lot of IISNSs delivered.

The IISNS shall be double-faced Edge-lit LED sign with white translucent diamond grade reflective border, arrows, and lettering using 12" uppercase and 9" lowercase Clearview Series 5-W fonts. The background shall be green match color no. 14109 of FED-STD-595.

The standard IISNS height shall be 2' and length shall be 6', 8' or 10' attached to the 10 feet IISNS mast arm with Pelco SE-5015 mast arm sign bracket, or approved equal, per County Standard No. 1200.

#### **Y. Photoelectric Controls**

Photoelectric controls shall conform to the provisions in Section 86-6.07, "Photoelectric Controls", of the Standard Specifications and these Special Provisions.

Photoelectric controls shall be a dual Type V for luminaires and internally illuminated street name signs conforming to the County Standards No. 1207.

Photoelectric units shall be the delay type.

## **Z. Emergency Vehicle Preemption System**

Furnish and install complete and functioning emergency vehicle preemption (EVP) system as intended per plans, the manufacturer, and these special provisions.

The EVP system shall consist of the following equipments or components:

- Optical detector for each approach, as shown on the plans
- Rack-mounted 4-channel phase selectors for 8-phase operation
- Detector cable

The Contractor shall furnish the following spare EVP equipments or components:

- One (1) rack-mounted 4-channel phase selector
- One (1) optical detector

The EVP system shall be designed to prevent simultaneous pre-emption by two or more emergency vehicles on separate approaches to the intersection.

The Engineer shall approve EVP sequence of operation prior to timing and turn-on of each respective traffic signal.

At locations where optical detectors are not to be installed, EVP cable shall be installed for future use. The following also apply:

1. EVP cable shall be installed, without splices, between the controller cabinet and each mast arm traffic signal pole.
2. EVP cable shall be connected to the EVP rack terminals within the controller cabinet.
3. Each mast arm EVP detector mounting shall be drilled and tapped in its ultimate location. In lieu of the detector, install approved water tight UL listed electrical box. EVP cable shall be installed to terminate within the mast arm mounted electrical box. Excess cable shall be coiled within the electrical box sufficient for future installation of the EVP system.

### **Optical Detector**

The optical detector shall be mounted on the indicated signal mast arm per County Standard No. 1202.

Each optical detector shall be waterproof unit capable of receiving optical energy from dual directions and have an adjustable turret configuration. The reception angle for each optical detector unit shall be a minimum of eight (8) degrees in all directions about the aiming axis of the unit.

Dual detectors shall utilize only one optical cable per detector.

Internal circuitry shall be solid state and electrical power shall be provide by the associated discrimination module.

Each optical detector unit shall have a minimum of a 3/4 inch NPT opening used for mounting and for bringing the connecting cable into the terminal block located within the assembly. The housing shall be provided with weep holes to permit drainage of condensed moisture.

Each optical detector shall be installed, wired, and aimed as specified by the manufacturer.

### **Cable**

Optical detector cable shall meet the requirements of IPCEA-S-61-402/NEMA WC 5, Section 7.4, 600 V Control cable, 75 degrees C, Type B, and the following:

1. The cable shall contain 3 conductors, each of which shall be AWG# 20 (7 x 28) stranded, tinned copper. Insulation of individual conductors shall be color-coded: 1-Yellow, 1-Orange, and 1-Blue.
2. The shield shall be either tinned copper braid or aluminized polyester film with a nominal 20% overlap. When film is used, an AWG# 20 (7 x 28) stranded, tinned, bare drain wire shall be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.
3. The jacket shall be marked as required by IPCEA/NEMA.

The cable run between each detector and the Traffic Controller cabinet shall be continuous without splices.

### **Phase Selector**

Each phase selector shall be compatible and usable with a Model 170E or 2070 controller unit, and shall be mounted in the input file of a Model 332 or Model 333 JP controller cabinet.

Each phase selector shall be capable of operating at least two or more channels, each of which shall provide an independent output for each separate input.

Phase Selector shall be a four-channel, dual priority, Multimode encoded signal device designed for use with both infrared and GPS emitters and optical detectors.

Phase Selectors and Optical detectors shall be manufactured by a single manufacturer.

Phase Selector shall recognize and discriminate among three distinct frequency rates via high priority, low priority and probe priority infrared and GPS signals.

Phase selector shall further discriminate among 254 agency ID's, 15 classes of vehicle identification codes and 10,000 individual vehicle codes per class, for more than 38 million total per priority level.

Phase selector shall be capable of operating unlimited intersections and directions.

Phase selector shall have on the front panel, USB, serial and Ethernet capabilities.

Phase selector shall be capable of accepting infrared signals from LED and or strobe technologies

Phase selector shall store the following records:

Intersection name  
Date and time of activity  
Vehicle class and code of activating vehicle  
Activating vehicle's ID number  
Agency ID  
Channel called  
Priority of the activity  
Final green activity displayed at end of call  
Time spent in the final greens  
Duration of the activity  
Turn signal status  
Relative priority level  
Capability to playback up to the last 250 seconds of the 100 most recent calls

Each phase selector, when used with its associated optical detectors, shall perform as a minimum, the following:

1. Receive Class I and Class II signals.
2. Decode the signals based on optical frequency, at 9.639 Hz + or -0.119 Hz for Class I signals and 14.035 Hz + or -0.255 Hz for Class II signals.
3. Establish the validity of received signals based on optical frequency and length of time received. A signal shall be considered valid only when received for more than 0.50 second. No combination of Class I signals shall be recognized as a Class II signal regardless of the number of signals being received, up to a maximum of 10 signals. Once a valid signal has been recognized, the effect shall be held by the module, in the event of temporary loss of signal for a minimum period of 4.0 seconds.
4. Provide an output for each channel that will result in a "low" or grounded condition of the appropriate input of a Model 170 controller unit. For a Class I signal, the output shall be a 6.25 Hz + or - 0.1 %, rectangular waveform with a 50 % duty cycle. For Class II signal, the output shall be steady.

Each phase selector shall receive power from the controller cabinet at either 12 VDC or 120 VAC.

Auxiliary inputs for each channel may enter each module through a front panel connector or by a parallel hook-up of the associated detector cables at the input location.

The phase selector shall provide an optically isolated output for each channel to the Model 170 controller unit. All outputs signals shall comply with NEMA signal level definitions and shall be compatible with the Model 170 controller assemblies' inputs.

Each phase selector shall be provided with means of preventing transients received by the detector from affecting the Model 170 controller assembly.

Each phase selector shall have a single connector board and shall occupy one slot of the input file. The front panel of each phase selector module shall have a handle to facilitate withdrawal and have the following controls and functions for each channel:

1. Range adjustments for both class I and Class II signals.
2. A 3-position, center off, momentary contact switch, one position (down) labeled for test operation of Class I signals, and one position (up) labeled for test operation of Class II signals.
3. A "signal" indication and a "call" indication each for Class I and for Class II signals. The "signal" indications denote that a signal, which is not valid, has been received; a "call" indication denotes a steady, valid signal has been received. These 2 indications may be accomplished with a single indication lamp.

In addition, the front panel shall be provided with additional connectors or ports used to perform other functions as specified by the manufacturer.

### **Cabinet Wiring**

Wiring for a Model 332 cabinet shall conform to the following:

1. Slots 12 and 13 of input file "J" shall be wired to accept either a 2 channel or a 4 channel module.
2. Field wiring for the primary detectors, except the 24 VDC power, shall terminate on either terminal block TB-9 in the controller cabinet or on the rear of input file "J", depending on cabinet configuration. Where TB-9 is used, position assignments shall be as follows:
  - a. TB-9 - 1 = Not Used
  - b. TB-9 - 2 = + 24 VDC Out (Orange)
  - c. TB-9 - 3 = + 24 VDC Out (Orange)
  - d. TB-9 - 4 = EVA Detector (Yellow)
  - e. TB-9 - 5 = EVC Detector (Yellow)
  - f. TB-9 - 6 = DC Common Out (Blue)
  - g. TB-9 - 7 = EVB Detector (Yellow)
  - h. TB-9 - 8 = EVD Detector (Yellow)
  - i. TB-9 - 9 = DC Common Out (Blue)

Assuming TB9 – 2 and TB9 – 3 are unused on the “J” File, move wires on J11-J & J11-K (Twisted Pair) to J12-E & J13-E, respectively.

Field wiring for auxiliary detectors may terminate on terminal board TB-0 (If unused) in the controller cabinet. Use manufactures recommended wiring for these connections.

### **System Operation**

The contractor shall demonstrate that the components of each system are compatible and will perform satisfactorily as a system. Satisfactorily performance shall be determined using the following test procedure during the functional test period:

1. Each system to be used for testing shall consist of an optical detector, an optical detector cable and a phase selector module.
2. The phase selector shall be installed in the proper input file slot of the Model 332 or 333 controller cabinet assembly.
3. Two tests shall be conducted; one using a Class I signal emitter and a distance of 1000 feet between the emitter and the detector, the other using a Class II signal emitter and a distance of 1800 feet between the emitter and the detector. Range adjustments on the phase selector shall be set to “Maximum” for each test.
4. During the tests of the Class I and Class II emitters, the proper response from the Model 170E and 2070 controller unit during the “ON” interval and there shall be no improper operation of the Model 170E or 2070 controller unit or the monitor during the “OFF” interval.

Arrange for a technician from the EVP manufacturer, to be present for the first day of the traffic signal and lighting function test to insure proper installation and functioning of the EVP equipment.

Arrange for a technician from the controller assembly manufacturer to perform any controller modifications required for the installation, or operation, of the EVP equipment.

### **AA. GPS Universal Time Sources**

The GPS Universal Time Source shall be a McCain model M32755 or approved equal. The Engineer shall approve any alternate GPS time source prior to installation.

The GPS Universal Time Source shall incorporate a precision GPS receiver and a microprocessor to decode the time signals received from the GPS satellite network. The Universal Time Source shall interface this time signal to a model 170E controller (using Bi-Tran local software) to provide an accurate clock update to the traffic signal controller.

The GPS Universal Time Source shall meet or exceed the following criteria:

- Operate in temperatures from  $-30^{\circ}\text{C}$  to  $+80^{\circ}\text{C}$ .
- Receive power through 170E controller's ACIA port.
- Provide 170E controller with the time, date, and day of the week data.
- Software configured time zone and daylight savings operations.
- Support RS-232C serial data rates at 300, 600, 1200, 2400, 48000, 9600 and 19200 bps.
- Provide LED indicators for communication status to a satellite.
- Provide a weatherproof disc antenna no greater than 3" diameter x 1" height to be mounted directly to the top of the traffic signal controller cabinet.
- Provide all cabling and connectors with the correct pin assignments to interface the GPS unit to antenna and to 170E controller.

Proper gaskets or other weatherproofing materials for the antenna shall be supplied and installed to prevent water or moisture from entering the traffic signal controller cabinet.

#### **BB. Battery Backup System**

This special provision establishes the minimum requirements for a battery backup system (BBS) that shall provide power to a traffic signal system in the event of a power failure or interruption.

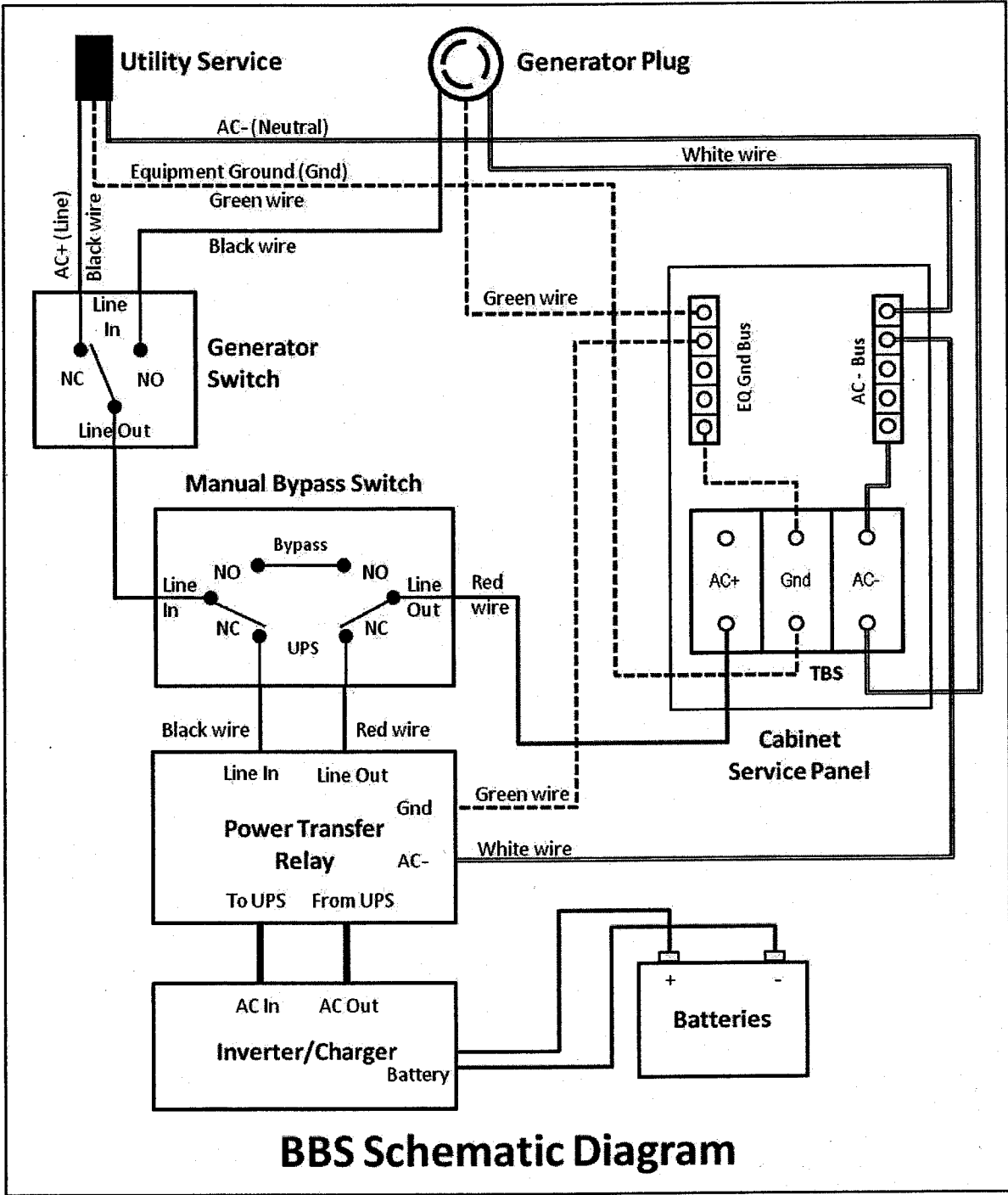
The BBS shall be designed for outdoor applications, in accordance with the current edition of Chapter 1, Section 8 requirements of Transportation Electrical Equipment Specifications (TEES).

The BBS batteries shall be external to the traffic signal controller cabinet as specified under "External Battery Cabinet Option" herein unless specified otherwise.

BBS cabinet shall be listed on the current Caltrans pre-qualified product list. The BBS shall include, but not limited to the following:

- cabinet,
- utility line/generator switch,
- inverter/charger,
- power transfer relay,
- a separate manually operated non-electronic bypass switch,
- batteries,
- all necessary hardware, shelving, and interconnect wiring.

The following figure shows BBS components interconnecting with each other and the controller cabinet to ensure interchangeability between all BBS manufacturers.



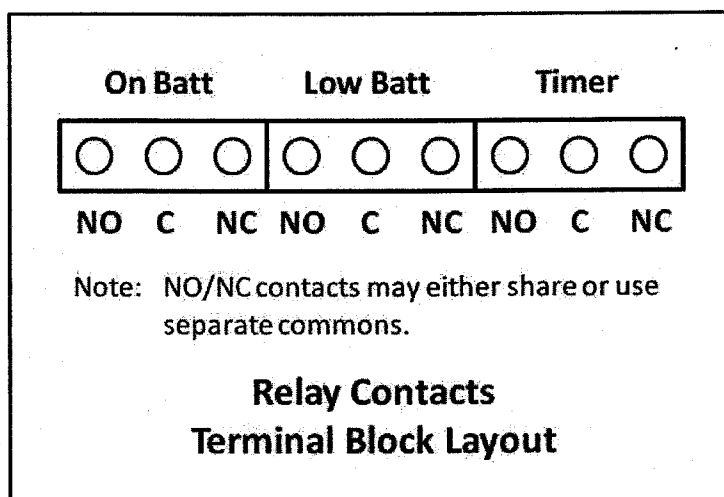
**Operation**

The BBS shall provide a minimum two (2) hours of full run-time operation for an intersection equipped with all LED traffic signal indications (minimum 1100W active output capacity, with 80% minimum inverter efficiency) and two (2) hours of flashing operation.



The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be 65 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.

The BBS shall provide the user with six (6)-sets of fully programmable normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) dry relay contact closures, available on a panel-mounted terminal block, rated at a minimum 120V/1A, and labeled so as to identify each contact. See below figure for typical configuration.



The first set of NO and NC contact closures shall be energized whenever the unit switches to battery power. Contact shall be labeled or marked "On Batt".

The second set of NO and NC contact closures shall be energized whenever the battery approaches approximately 40% of remaining useful capacity. Contact shall be labeled or marked "Low Batt".

The third set of NO and NC contact closures shall be energized two hours after the unit switches to battery power. Contact shall be labeled or marked "Timer".

The six programmable NO and NC contact closures shall be independently configured to activate under any of the following conditions: On Battery, Low Battery, Timer, Alarm, or Fault.

Operating temperature for inverter/charger, power transfer relay and manual bypass switch shall be -37 °C to +74 °C.

Both the Power Transfer Relay and Manual Bypass Switch shall be rated at 240VAC/30 amps, minimum.

The BBS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of 2.5 – 4.0 mV/ °C per cell.

The temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall come with 10' of wire.

Batteries shall not be recharged when battery temperature exceeds  $50\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ .

BBS shall bypass the utility line power whenever the utility line voltage is outside of the following voltage range: 100VAC to 130VAC ( $\pm 2\text{VAC}$ ).

When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output,  $\leq 3\%$  THD,  $60\text{Hz} \pm 3\text{Hz}$ .

BBS shall be compatible with NEMA and Model 332 and 333JP Cabinets, and Model 170, 390 & 2070 Controllers and cabinet components for full time operation.

In cases of low (below 100VAC) or absent utility line power, when the utility line power has been restored at above  $105\text{ VAC} \pm 2\text{ VAC}$  for more than 30 seconds, the BBS shall transfer from battery backed inverter mode back to utility line mode.

In cases of high utility line power (above 130VAC), when the utility line power has been restored at below  $125\text{VAC} \pm 2\text{ VAC}$  for more than 30 seconds, the BBS shall transfer from battery backed inverter mode back to utility line mode.

The BBS shall have an automatic tap to step up or step down the output voltage by 10 percent. The resulting output voltages shall remain within the above prescribed voltage range: 100VAC to 130VAC. This capability will extend BBS range for operating on input AC and not reverting to battery power.

BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service.

In the event of inverter/charger failure, battery failure or complete battery discharge, the power transfer relay shall revert to the NC (and de-energized) state, where utility line power is connected to the cabinet.

Recharge time for the battery, from "protective low-cutoff" to 80% or more of full battery charge capacity, shall not exceed twenty (20) hours.

### **Mounting / Configuration**

Generator Switch, Inverter/Charger, Power Transfer Relay and manually operated Bypass Switch shall fit inside a typical fully equipped traffic signal controller cabinet.

Mounting method inside the 332 and 333JP cabinet shall be shelf-mount, rack-mount or combination of either. Available rack space for front-mounted inside the 332 and 333JP cabinet is 3U or approximately 6 inches.

All interconnect wiring provided between Generator Switch, Inverter/Charger, Power Transfer Relay, Bypass Switch and Cabinet Terminal Service Block shall be no less than 9 feet of UL Style 1015 CSA TEW with the following characteristics:

- AWG Rating: 10 AWG
- Stranding: 105 strands of 10 AWG tinned copper
- Rating: 600 V, 105 °C, PVC Insulation

Relay contact wiring provided for each set of NO/NC relay contact closure terminals shall be 9 feet of UL Style 1015 CSA TEW 18 AWG wire, same ratings as above, except 16 strands of 30 18 AWG tinned copper.

All necessary hardware for mounting (shelf angles, rack, etc) shall be included in the **contract price paid** for the BBS, and no additional compensation will be allowed therefor.

#### **Internal mounted battery option**

(Allowed only if requested on the plans)

The controller cabinet shall be equipped with a generator twist lock flanged inlet receptacle, manual transfer switch and bypass switch.

The twist lock flanged inlet receptacle shall be Hubbell 2615, NEMA L5-30P Twist Lock Flanged Male Inlet Rated for 30A/125VAC or approved equal. Receptacle shall be mounted flush to the cabinet in a weatherproof lift cover plate made of impact-resistant thermoplastic and gray in color.

The bypass switch shall transfer the load, including the UPS to the twist lock inlet receptacle. The manual transfer switch shall be wired to prevent any back feed to the utility service. Both the bypass switch and manual transfer switch shall be rack mounted independently in the controller cabinet meeting industry standards.

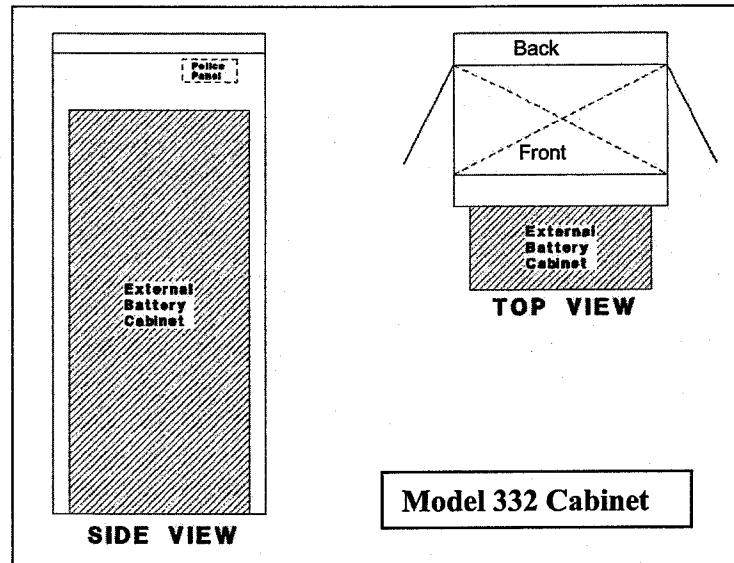
Batteries shall be mounted on swing-tray mounted below the controller shelf. A minimum of six (6) bolts/fasteners shall be used to secure swing-trays to the 332 Cabinet standard EIA 19" rack. All bolts/fasteners and washers shall meet the following requirements:

- Screw type: Pan Head Phillips machine screw
- Size and Thread pitch: 10-32
- Material: 18-8 stainless steel (Type 316 stainless steel is acceptable as an alternate)
- Washer: Use one 18-8 stainless steel flat washer under the head of each 10-32 screw; lock washers are unnecessary provided that the screws are properly tightened.

Number of screws per swivel bracket: minimum six (6) screws per swivel bracket. Screws are to be spaced evenly along bracket, with one screw near each end. Batteries may be shelf mounted in area behind controller so long as shelf and batteries do not interfere with controller unit and C1 plug.

### External battery cabinet option

Batteries shall be housed in an external cabinet mounted to the side of the controller cabinet as shown in the following figure or as directed by the Engineer with a minimum of eight (8) bolts:



If BBS is installed at the back of controller cabinet, the modification shall include a minimum of 36 inches wide concrete walkway access to the BBS without encroaching outside the right-of-way. BBS shall be installed at the front of the controller cabinet (in locations where the back of the controller cabinet has limited ROW or conflicting structures and facilities and other obstructions), the BBS cabinet shall not cover the police panel. The BBS cabinet shall also not hinder the access ramp's compliance with ADA requirements.

Four shelves shall be provided within the battery cabinet. There shall be a minimum of 12 inches clearance between shelves. Each shelf shall be a minimum of 9" X 25", and capable of supporting a minimum of 125 lbs. Batteries shall be mounted on individual shelves.

The external battery cabinet shall be NEMA 3R rated in accordance to Section 2-Housings of the Chapter 7 of TEES, for the construction of the cabinet and anodic coating finish.

The external battery cabinet shall be ventilated through the use of louvered vents, filter, and one thermostatically controlled fan in accordance to Section 2-Housings of the Chapter 7 of TEES.

External battery cabinet fan shall be AC operated from the same line output of the Manual Bypass Switch that supplies power to the controller cabinet.

The external battery cabinet shall have a door opening to the entire cabinet. The door shall be attached to the cabinet through the use of a continuous stainless steel piano hinge or four, two-bolts per leaf, hinges in accordance to Section 2-Housings of the Chapter 7 of TEES. The door shall use a three-point, roller locking mechanism and standard #2 key lock to lock the door. The door shall have a stainless steel handle.

The external cabinet shall be equipped with a generator twist lock flanged inlet receptacle, manual transfer switch and bypass switch.

The twist lock flanged inlet receptacle shall be Hubbell 2615, NEMA L5-30P, Twist Lock Flanged Male Inlet Rated for 30A/125V or approved equal. Receptacle shall be mounted flush to the cabinet in a weatherproof lift cover plate made of impact-resistant thermoplastic and gray in color.

The bypass switch shall transfer the load, including the UPS to the twist lock inlet receptacle. The manual transfer switch shall be wired to prevent any back feed to the utility service. Both the bypass switch and manual transfer switch shall be rack mounted independently in BBS cabinet meeting industry standards.

The BBS with external battery cabinet shall come with all bolts, conduits and bushings, gaskets, shelves, and hardware needed for mounting.

### **Maintenance, Displays, Controls and Diagnostics**

The BBS shall include a 2 line by 40 character LCD display to indicate current battery charge status, input/output voltages, time and settings of various conditions. The same parameters shall be available via RS232 or USB interfaces on the face of the BBS.

The BBS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.

The BBS shall be capable of accepting firmware upgrades of the non-volatile, read-only memory via serial port communications. The updates shall be accomplished by uploading the software to the BBS over the RS232 serial port located on the face of the BBS.

The BBS shall be equipped with an integral system to prevent battery from destructive discharge and overcharge.

The BBS shall be capable of performing a SELF-TEST, locally from the BBS front panel LCD, or remotely via RS232 or USB interface. The duration of the SELF-TEST shall be programmable in 1-minute increments from 1 minute to 255 minutes.

The BBS and batteries shall be easily replaced with all needed hardware and shall not require any special tools for installation.

The BBS shall include a re-settable inverter event counter to indicate the number of times the BBS was activated and the total number of hours the unit has operated on battery power, accessible via the LCD screen or remotely via RS232 or USB.

The BBS shall be equipped with an event log that stores for a minimum the last 100 events. The events shall be time and date stamped. The event log shall be retrievable vial RS232, USB or from the BBS LCD screen. The event log shall be display and print out in plain English when output the RS232 or USB ports.

## **Battery System**

Individual battery shall be 12V, rated 105 amp-hour for 20 hours @ 77°F to 1.70 VPC, deep cycle, sealed prismatic lead-calcium based Absorbed Glass Mat/ Valve Regulated Lead Acid (AGM/VRLA) battery and shall be easily replaced and commercially available off the shelf.

The manufacturer shall certify batteries to operate over a temperature range of - 25 °C to +74 °C.

The batteries shall be provided with appropriate interconnect wiring and corrosion-resistant mounting trays and/or brackets appropriate for the cabinet into which they will be installed.

Batteries shall indicate maximum recharge data and recharging cycles.

Furnish four (4) batteries for the BBS.

## **Battery Harness**

Battery interconnect wiring shall be via two-part modular harness:

- Part I shall be equipped with red (+) and black (-) cabling that can be permanently connected to the positive and negative posts of each battery. Each red and black pair shall be terminated into a Molex, polarized – keyed battery cable connector or equivalent. The length of the harness between batteries shall be a minimum of 12 inches.
- Part II shall be equipped with the mating Power Pole style connector for the batteries and a single, insulated Power Pole style connection to the inverter/charger unit. Harness shall be fully insulated and constructed to allow batteries to be quickly and easily connected in any order to ensure proper polarity and circuit configuration. The length of the battery interconnect harness shall be a minimum of 60 inches from the Inverter/Charger plug to the first battery in the string.

Power Pole connectors may be either one-piece or two-piece. If a two-piece connector is used, a locking pin shall be used to prevent the connectors from separating.

All battery interconnect harness wiring shall be UL Style 1015 CSA TEW or Welding Style Cable or equivalent, all of proper gauge with respect to design current and with sufficient strand count for flexibility and ease of handling.

Battery terminals shall be covered and insulated with molded boots to prevent accidental shorting.

## **BBS Quality Assurance**

Each Battery Backup System (BBS) shall be manufactured in accordance with a manufacturer Quality Assurance (QA) program. The QA program shall include two Quality Assurance procedures:

1. Design QA - The manufacturer, or an independent testing lab hired by the manufacturer, shall perform Design Qualification Testing on new BBS system(s) offered, and when any major design change has been implemented on an existing design. A major design change is defined as any modification - material, electrical, physical, or theoretical, that changes any performance characteristics of the system, or results in a different circuit configuration. Where a dispute arises in determining if a system is a new design or if the system has had a major design change, the County will make the final determination if Design Qualification Testing is required prior to production consideration.
2. Production QA - The Production QA shall include statistically controlled routine tests to ensure minimum performance levels of BBS units built to meet this specification and a documented process of how problems are to be resolved.

QA process and test results documentation shall be kept on file for a minimum period of seven years.

Battery Backup System designs not satisfying Design QA Testing and Production QA Testing requirements shall not be labeled, advertised, or sold as conforming to this specification.

A technician whom is qualified to work on the battery backup system and employed by the battery backup system manufacturer or the manufacturer authorized distributor, shall be present at the time the equipment is turned on.

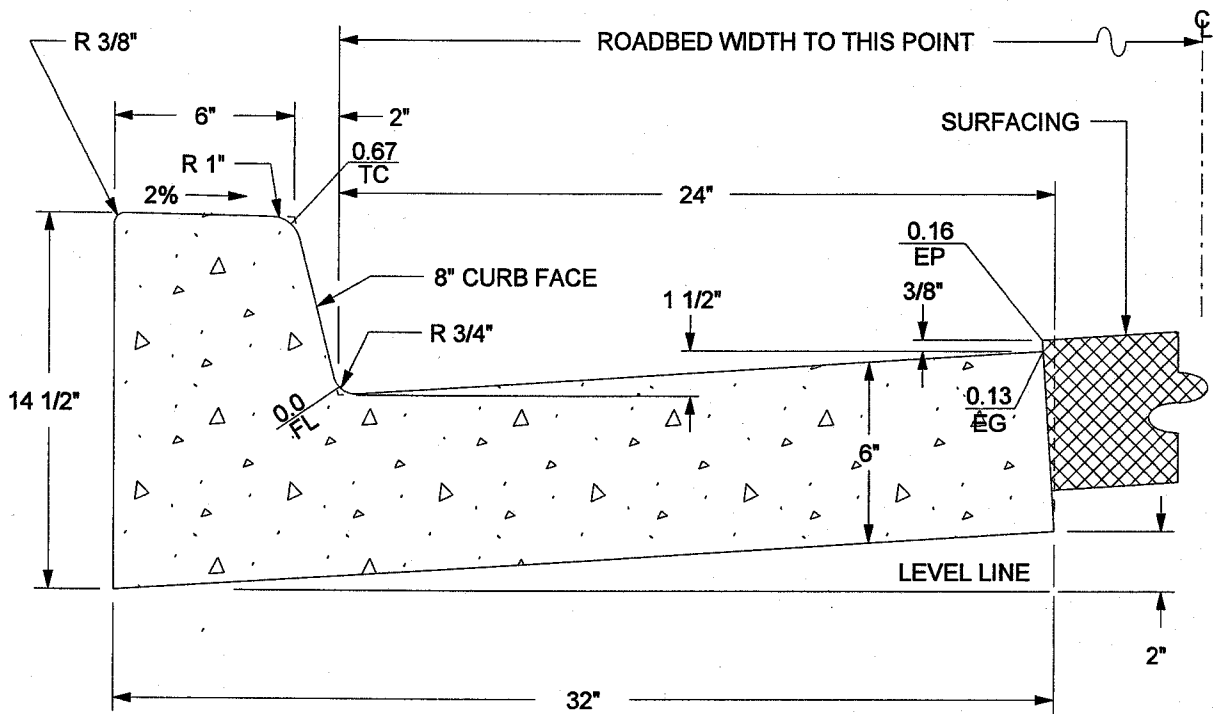
It shall be the responsibility of the Contractor to implement and fund any traffic signal controller assembly modifications required to achieve the traffic signal operation as shown on the construction plans and as required in the Special Provisions.

CC. **Blank**

DD. **Payment Method**

See Signal and Lighting subsection O, "Service" for payment of all electric company fees required.

The contract price paid **per Lump Sum** for Signal and Lighting, including installation of Type I Pedestrian Barricade with R49 sign Per Caltrans Standard Plan ES-7Q (attached herewith) and with any necessary concrete footings, shall include full compensation for furnishing all labor, materials, tools, equipment, foundations, pole and mast arm mounted regulatory signs, documents, programming, testing, and incidents and for doing all the work specified herein, elsewhere in these Special Provisions, and plans including the complete installation of an operational traffic signal and lighting system and no additional compensation shall be allowed therefor.



CLASS "B" CONCRETE

1.73 CU. FT. / L.F.

1 CU. YD. = 15.60 L.F.

**ABBREVIATIONS:**

TC = TOP OF CURB

FL = FLOWLINE

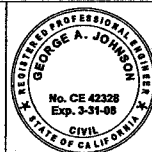
EG = EDGE OF GUTTER

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**

STANDARD NO. 201

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			



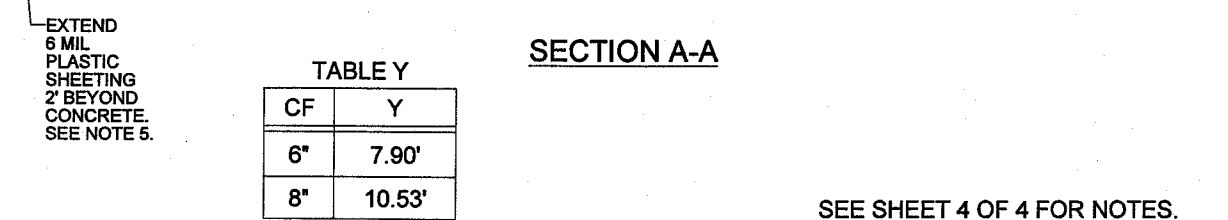
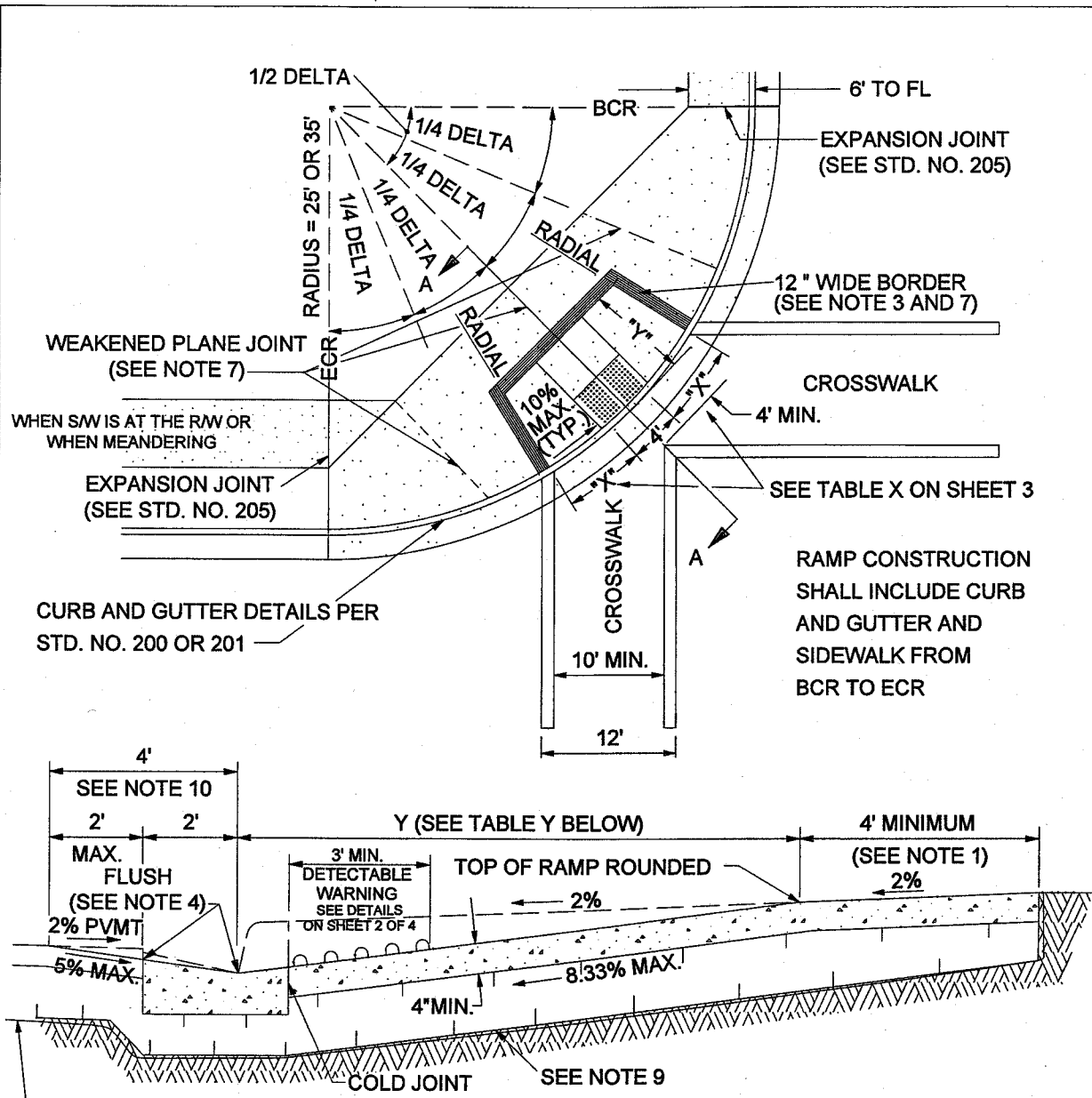


TABLE Y

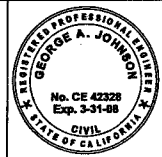
CF	Y
6"	7.90'
8"	10.53'

$$Y = \frac{\text{CURB FACE (FT.)}}{6.33\%}$$

NOT TO SCALE

SEE SHEET 4 OF 4 FOR NOTES.

APPROVED BY:  
*George A. Johnson*  
 DATE: 11/15/04  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

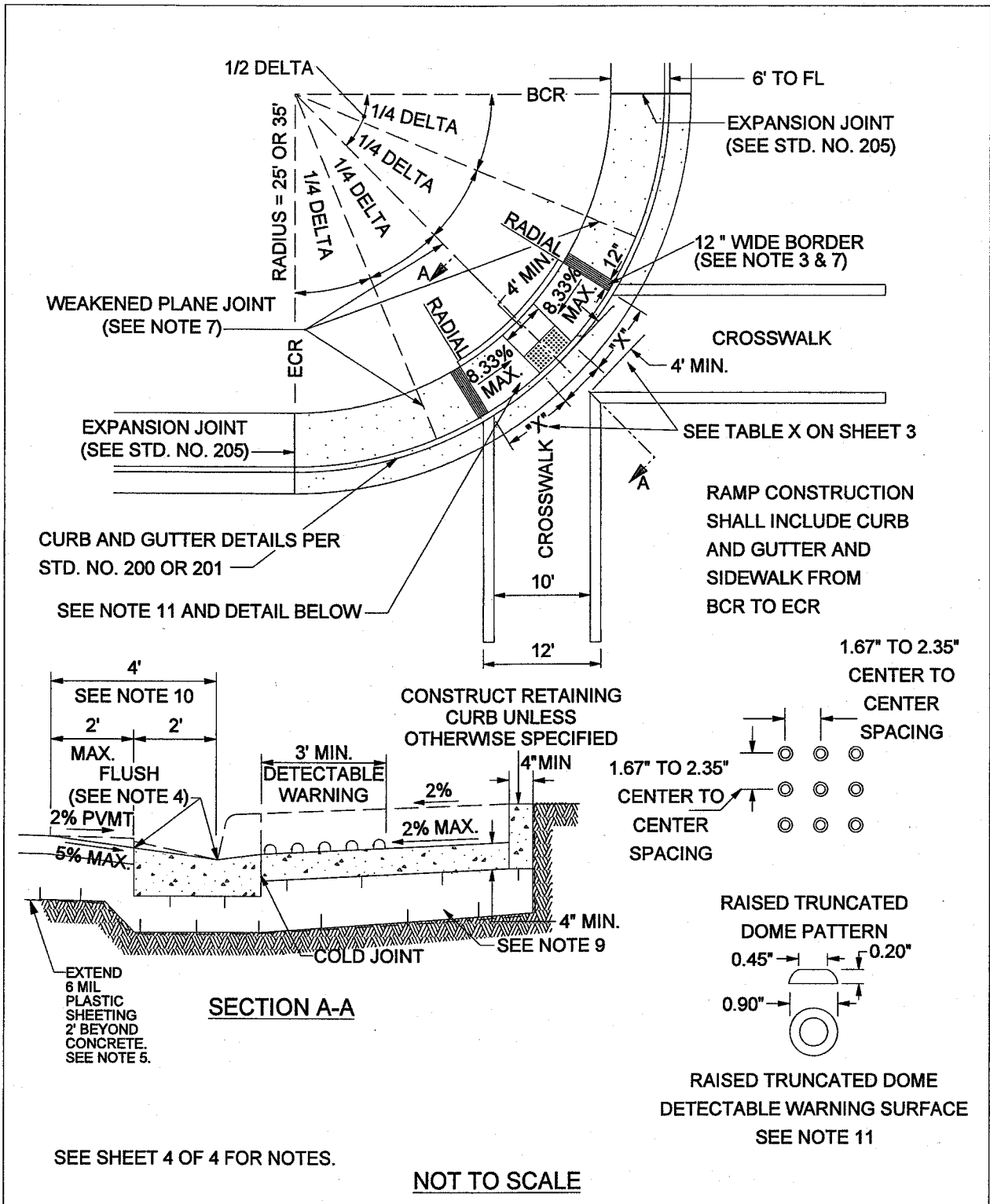


COUNTY OF RIVERSIDE

**CURB RAMP  
CASE A**

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 (1 OF 4)

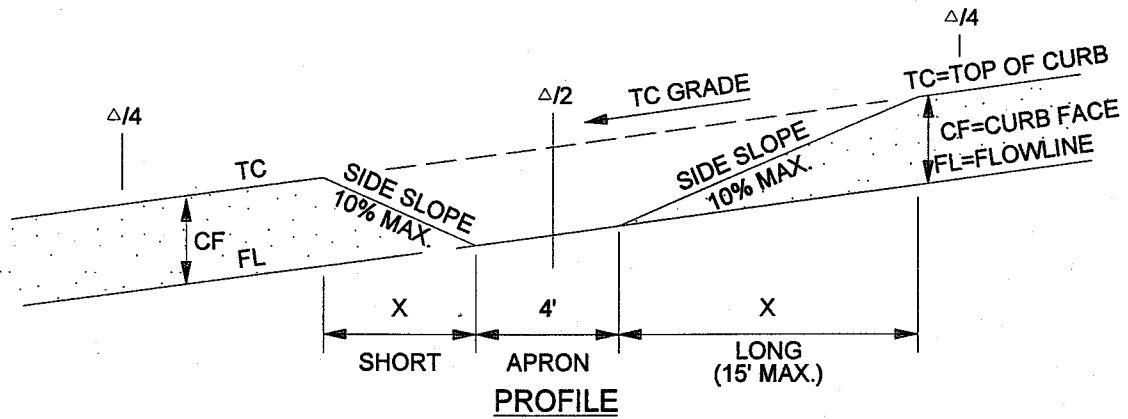


SEE SHEET 4 OF 4 FOR NOTES.

NOT TO SCALE

APPROVED BY:								COUNTY OF RIVERSIDE	
								DATE: 11/15/04	
DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328						STANDARD NO. 403 (2 OF 4)			
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



**PROFILE**

**TABLE X**

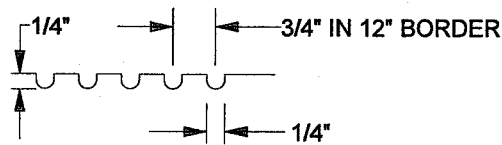
CF (IN)	RADIUS (FT)	SIDE SLOPE	X	TC GRADE (ALONG CURB RETURN)					
				1%	2%	3%	4%	5%	6%
6"	35'	10%	X <sub>S</sub>	4.6	4.2	3.9	3.6	3.4	3.2
			X <sub>L</sub>	5.6	6.3	7.2	8.4	10.0	12.5
8"	35'	10%	X <sub>S</sub>	6.1	5.6	5.2	4.8	4.5	4.2
			X <sub>L</sub>	7.5	8.4	9.6	11.2	13.4	15.0

**TO CALCULATE "X" DIMENSION:**

SHORT SIDE (DOWN SLOPE):  $X_S (FT) = \frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} + \text{TC GRADE}}$

LONG SIDE (UP SLOPE):  $X_L (FT) = \frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} - \text{TC GRADE}}$

ENGINEER TO SHOW X<sub>S</sub> AND X<sub>L</sub> ON IMPROVEMENT PLANS

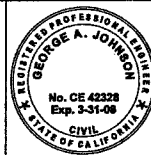


**GROOVING DETAIL**

APPROVED BY:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/05/07



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)

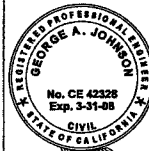
**CONSTRUCTION NOTES:**

1. IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMMODATE 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:

*George A. Johnson*  
 DIRECTOR OF TRANSPORTATION  
 GEORGE A. JOHNSON, RCE 42328

DATE: 11/15/04



COUNTY OF RIVERSIDE

**CURB RAMP  
 CONSTRUCTION NOTES**

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 TOTAL PROJECT SHEET NO. SHEETS

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

May 1, 2006

PLANS APPROVAL DATE

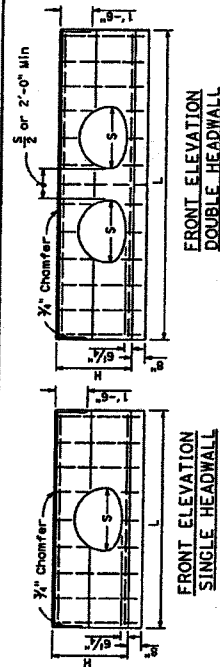
May 1, 2006

The State of California and its officers and employees shall not be responsible for the accuracy or completeness of these plans or for any part thereof.

To get the full details see 89A to 89I.

NOTES:

- No deduction made in quantities for thickness of pipe walls.
- All reinforcing steel #4 bars. All vertical and horizontal tie bars 1'-6" maximum spacing.
- Length of wall "w" may be varied to suit conditions encountered in the field, and straight line interpolation may be used to calculate quantities.
- Quantities are for design purposes only.
- Cable rolling to be installed on top of headwall when shown on Project Plans. See Standard Plan B11-47 for cable rolling details.

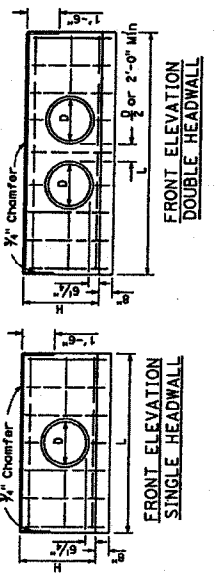


FRONT ELEVATION DOUBLE HEADWALL

FRONT ELEVATION SINGLE HEADWALL

CMP ARCH SIZE	SINGLE			DOUBLE		
	H	L	Steel Conc	L	Steel Conc	Steel Conc
24" X 18"	2'-11"	6'-6"	45	0.80	10'-0"	60
24" X 18"	3'-2"	7'-6"	50	0.96	11'-6"	70
24" X 20"	3'-4"	8'-6"	55	1.12	13'-0"	80
30" X 24"	3'-8"	10'-6"	65	1.47	15'-6"	110
36" X 28"	4'-1"	12'-6"	75	1.82	18'-0"	145
42" X 33"	4'-5"	14'-6"	85	2.17	21'-0"	170
48" X 38"	4'-10"	17'-0"	100	2.52	24'-0"	210
54" X 43"	5'-3"	19'-0"	115	2.87	27'-0"	230
60" X 47"	5'-7"	21'-0"	130	3.22	30'-0"	255

STRAIGHT HEADWALLS

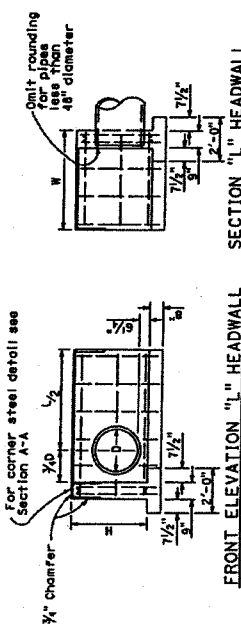


FRONT ELEVATION SINGLE HEADWALL

FRONT ELEVATION DOUBLE HEADWALL

D	H	SINGLE			DOUBLE		
		L	Steel Conc	L	Steel Conc	Steel Conc	
12"	2'-3"	5'-0"	32	0.40	8'-0"	50	
15"	2'-11"	6'-0"	40	0.55	9'-6"	60	
18"	3'-2"	7'-0"	50	0.81	10'-6"	75	
24"	3'-8"	8'-6"	60	1.02	12'-6"	100	
30"	4'-2"	10'-0"	70	1.39	14'-0"	115	
36"	4'-6"	11'-6"	80	1.73	15'-0"	130	
42"	4'-10"	13'-0"	90	2.08	16'-0"	145	
48"	5'-2"	14'-6"	100	2.44	17'-0"	160	
54"	5'-6"	16'-0"	110	2.80	18'-0"	175	
60"	5'-10"	17'-6"	120	3.15	19'-0"	190	
66"	6'-2"	19'-0"	130	3.51	20'-0"	205	
72"	6'-6"	20'-6"	140	3.87	21'-0"	220	
78"	6'-10"	22'-0"	150	4.22	22'-0"	235	
84"	7'-2"	23'-6"	160	4.58	23'-0"	250	
90"	7'-6"	25'-0"	170	4.93	24'-0"	265	

STRAIGHT HEADWALLS



SECTION "L" HEADWALL

SECTION "L" HEADWALL

D	H	3'-4"			4'-10"			6'-4"			7'-10"			9'-4"			
		Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	Steel Conc	
12"	2'-3"	50	0.79	60	0.98	70	1.17	80	1.36	90	1.55	100	1.74	110	1.93	120	2.12
15"	2'-11"	55	0.91	65	1.11	75	1.31	85	1.51	95	1.71	105	1.91	115	2.11	125	2.31
18"	3'-2"	60	1.03	70	1.23	80	1.43	90	1.63	100	1.83	110	2.03	120	2.23	130	2.43
24"	3'-8"	70	1.23	80	1.43	90	1.63	100	1.83	110	2.03	120	2.23	130	2.43	140	2.63
30"	4'-2"	80	1.43	90	1.63	100	1.83	110	2.03	120	2.23	130	2.43	140	2.63	150	2.83
36"	4'-6"	90	1.63	100	1.83	110	2.03	120	2.23	130	2.43	140	2.63	150	2.83	160	3.03
42"	4'-10"	100	1.83	110	2.03	120	2.23	130	2.43	140	2.63	150	2.83	160	3.03	170	3.23
48"	5'-2"	110	2.03	120	2.23	130	2.43	140	2.63	150	2.83	160	3.03	170	3.23	180	3.43
54"	5'-6"	120	2.23	130	2.43	140	2.63	150	2.83	160	3.03	170	3.23	180	3.43	190	3.63
60"	5'-10"	130	2.43	140	2.63	150	2.83	160	3.03	170	3.23	180	3.43	190	3.63	200	3.83
66"	6'-2"	140	2.63	150	2.83	160	3.03	170	3.23	180	3.43	190	3.63	200	3.83	210	4.03
72"	6'-6"	150	2.83	160	3.03	170	3.23	180	3.43	190	3.63	200	3.83	210	4.03	220	4.23
78"	6'-10"	160	3.03	170	3.23	180	3.43	190	3.63	200	3.83	210	4.03	220	4.23	230	4.43
84"	7'-2"	170	3.23	180	3.43	190	3.63	200	3.83	210	4.03	220	4.23	230	4.43	240	4.63
90"	7'-6"	180	3.43	190	3.63	200	3.83	210	4.03	220	4.23	230	4.43	240	4.63	250	4.83

"L" HEADWALLS

CIRCULAR PIPE CULVERT HEADWALLS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PIPE CULVERT HEADWALLS**  
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

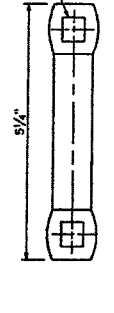
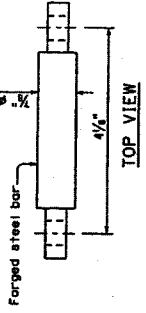
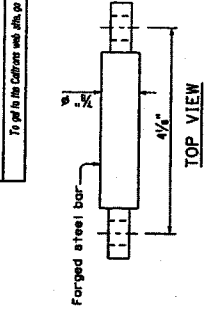
REGISTERED CIVIL ENGINEER

May 1, 2006

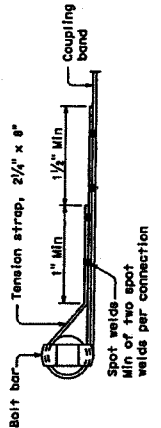
PLANS APPROVAL DATE

The State of California or its officers or agents, in connection with the preparation or adoption of any standard plan, shall be deemed to have authorized the use of the same in any project of the State or its officers or agents.

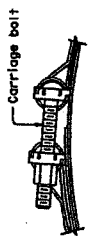
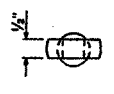
To get the full details web site go to: <http://www.dot.ca.gov>



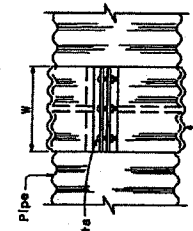
FORGED STEEL BAR



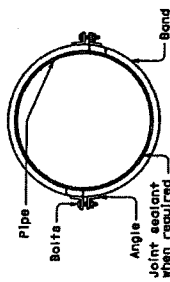
STRAP DETAIL



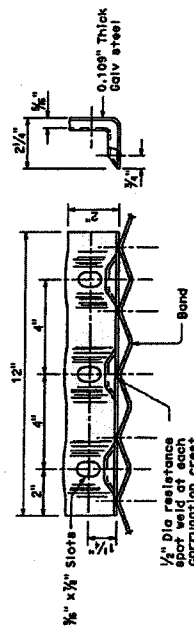
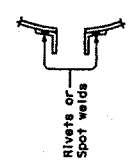
BAR AND STRAP CONNECTOR



SIDE VIEW

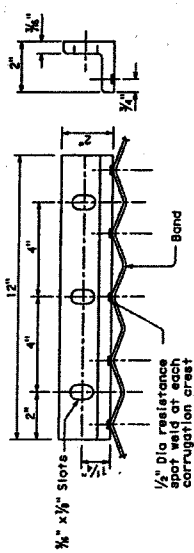


ANNULAR BAND



ANGLE CONNECTORS

See tables on Standard Plane D97E and D97G for width, #12 shown. Alternate only for standard joints on pipes through 72" diameter and combine through 24" diameter.



ANGLE CONNECTORS

See tables on Standard Plane D97E, D97F and D97G for width, #12" shown

NOTES:

1. All ferrous metal coupling band connection hardware shall be galvanized or electroplated in accordance with the Standard Specifications.
2. Dimensions and thicknesses shown are minimum.
3. Spot welds shall develop minimum required strength of strap.
4. Fillet welds of equivalent strength may be substituted for spot welds or rivets.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**CORRUGATED METAL PIPE  
COUPLING DETAILS NO. 1  
ANNULAR COUPLING BAND BAR  
AND STRAP AND  
ANGLE CONNECTIONS**

NO SCALE

D97A

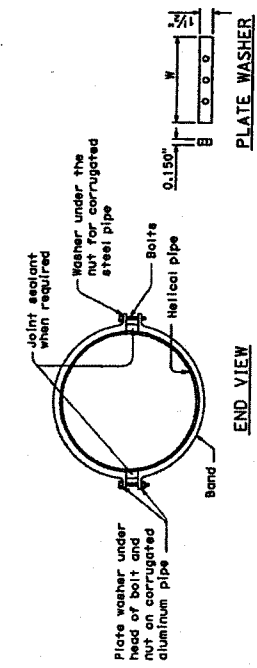
DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

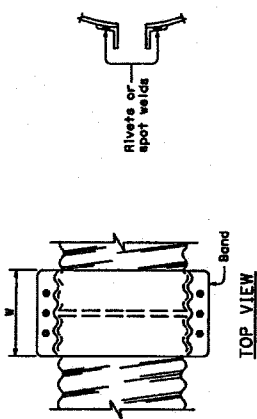
May 1, 2006  
 PLANS APPROVAL DATE

SEAL: CIVIL ENGINEER, STATE OF CALIFORNIA, No. 5-30-03

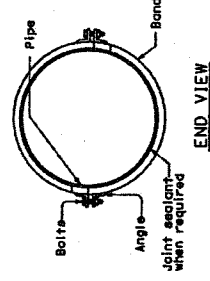
To get the software web site, go to: <http://www.dgs.ca.gov>



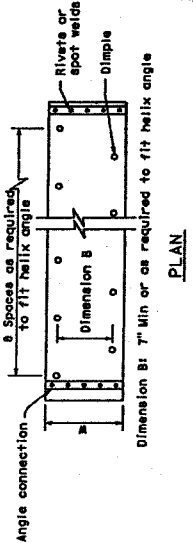
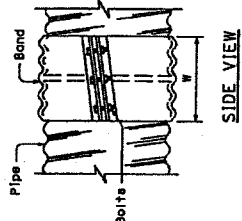
TWO PIECE INTEGRAL FLANGE DIE FORMED BAND



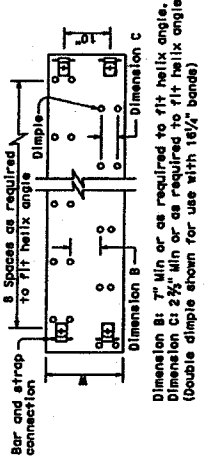
HELICAL COUPLING BANDS



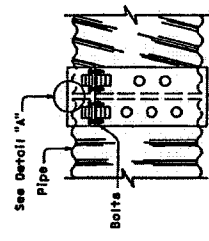
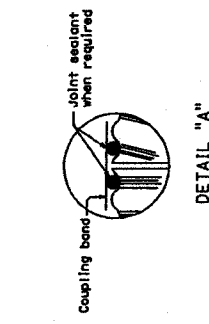
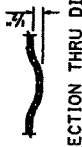
HELICAL BAND



UNIVERSAL COUPLING BANDS



PLAN



UNIVERSAL COUPLING BANDS

NOTES:

1. All ferrous metal coupling band connection hardware shall be galvanized or electroplated in accordance with the Standard Specifications.
2. Dimensions and thicknesses shown are minimum.
3. Spot welds shall develop minimum required strength of strap.
4. Fillet welds of equivalent strength may be substituted for spot welds or rivets.

CORRUGATED METAL PIPE COUPLING DETAILS NO. 3 HELICAL AND UNIVERSAL COUPLERS

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

NO SCALE

D97C

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

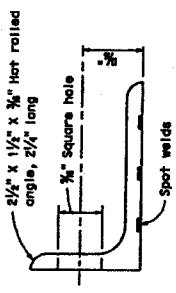
**Raymond O. Jaffe**  
 REGISTERED CIVIL ENGINEER  
 No. 10000  
 State of California  
 License No. 10000  
 Exp. 12/31/08

JUN 6, 2008  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OFFICE OF THE REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS  
 1001 S. ST. STE. 100  
 SACRAMENTO, CA 95833

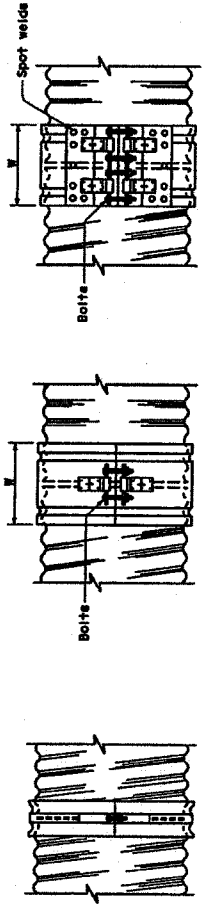
To accompany plans dated \_\_\_\_\_

**NOTES:**

1. All ferrous metal coupling band connection hardware shall be galvanized or electroplated in accordance with the Standard Specifications.
2. Dimensions and thicknesses shown are minimum.
3. Spot welds shall develop minimum required strength of strap.
4. Fillet welds of equivalent strength may be substituted for spot welds or rivets.
5. Dimension depends upon weather and condition is tips up or tips down.



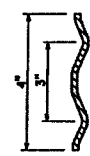
**ANGLE**



**SIDE VIEW ANGLE**

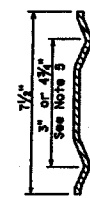
**SIDE VIEW SINGLE BAR AND STRAP**

**SIDE VIEW DOUBLE BAR AND STRAP**



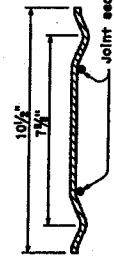
**SECTION**

**H-4 HUGGER BAND**



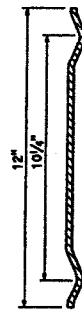
**SECTION**

**H-7 HUGGER BAND**



**SECTION**

**H-10 HUGGER BAND**



**SECTION**

**H-12 HUGGER BAND**

**HUGGER COUPLING BANDS**

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**CORRUGATED METAL PIPE  
 COUPLING DETAILS No. 4  
 HUGGER COUPLING BANDS**

NO SCALE

RSP D97D DATED JUNE 6, 2008 SUPERSEDES STANDARD PLAN D97D  
 DATED MAY 17, 2006 - PAGE 186 OF THE STANDARD PLANS BOOK DATED MAY 2006.

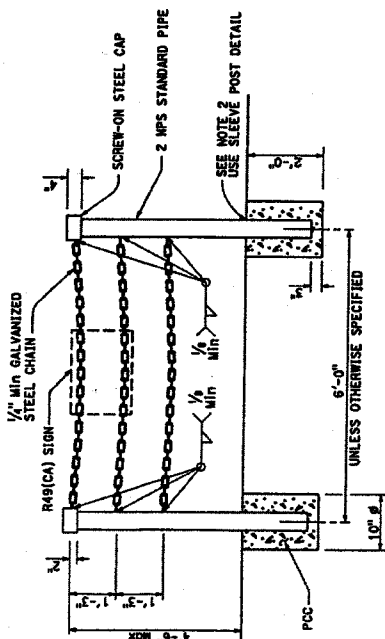
**REVISED STANDARD PLAN RSP D97D**



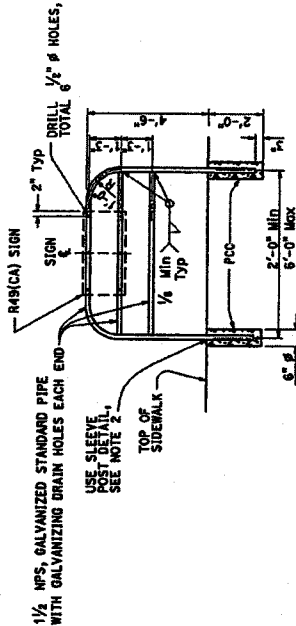
DIST	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS

MAY 20, 2011  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA  
 REGISTERED CIVIL ENGINEER

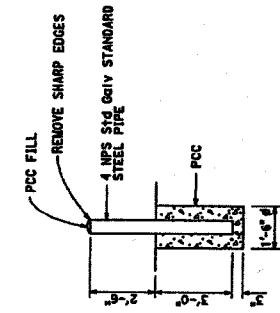
NEW PLAN OR MODIFICATION TO AN EXISTING PLAN  
 THE ASSURANCE OF THE QUALITY OF THE WORK SHALL BE THE RESPONSIBILITY OF THE ENGINEER  
 CONTRACTOR OF THIS PLAN SHEET



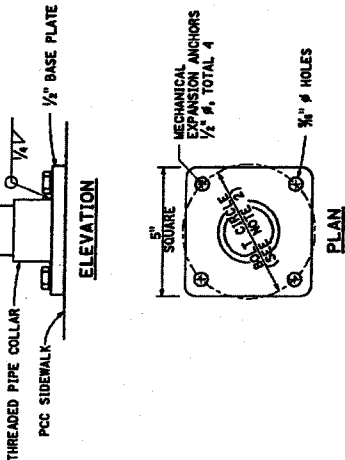
**TYPE II  
DETAIL A**



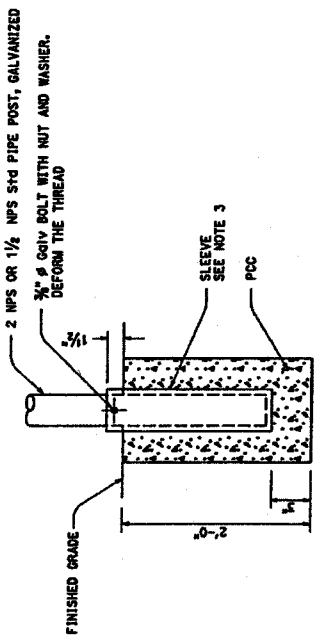
**TYPE I  
DETAIL C**



**GUARD POST  
DETAIL B**



**POST ANCHORAGE DETAIL  
DETAIL D**

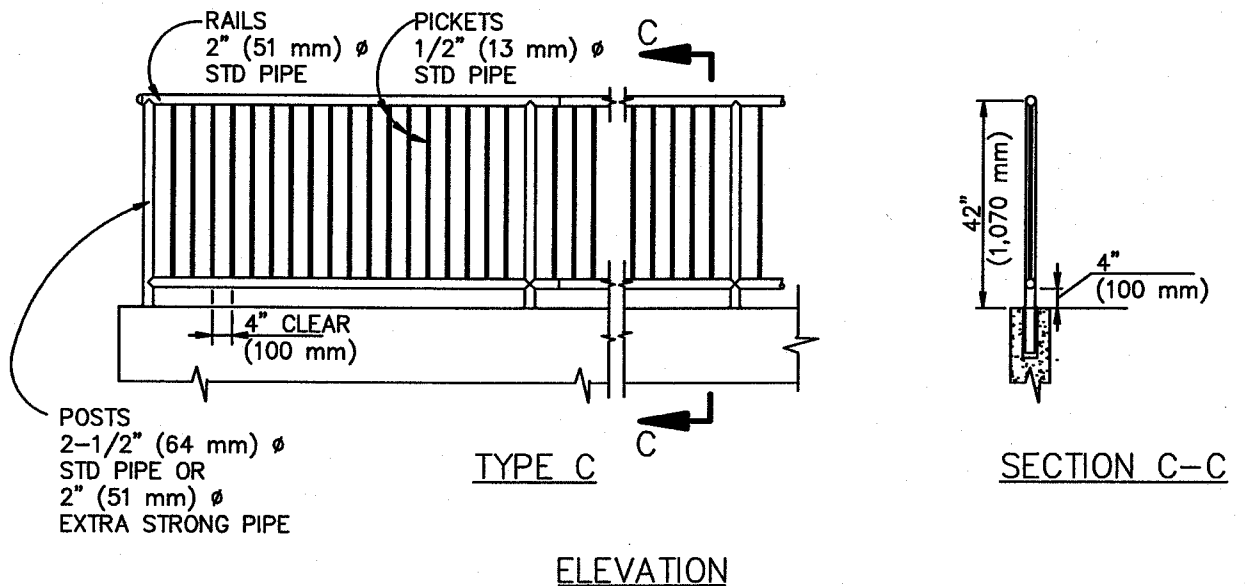
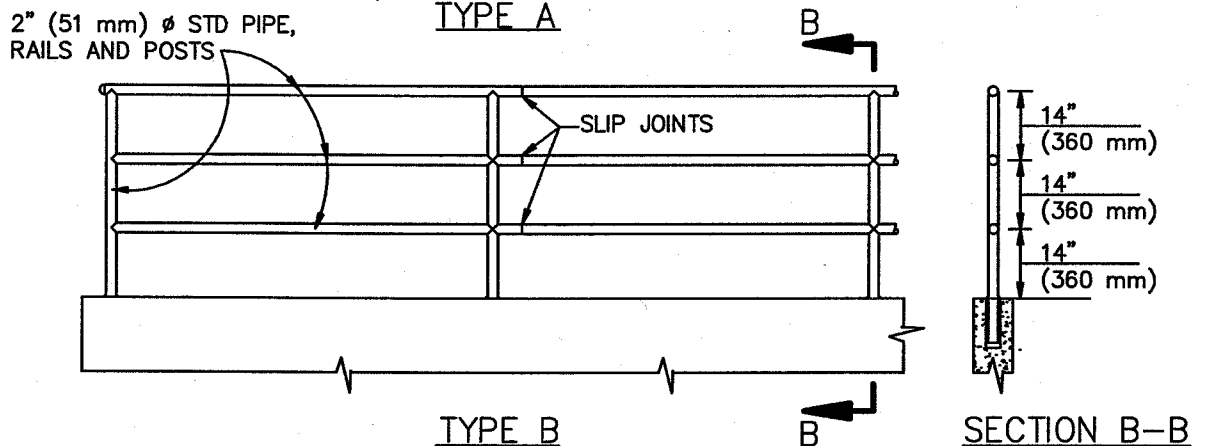
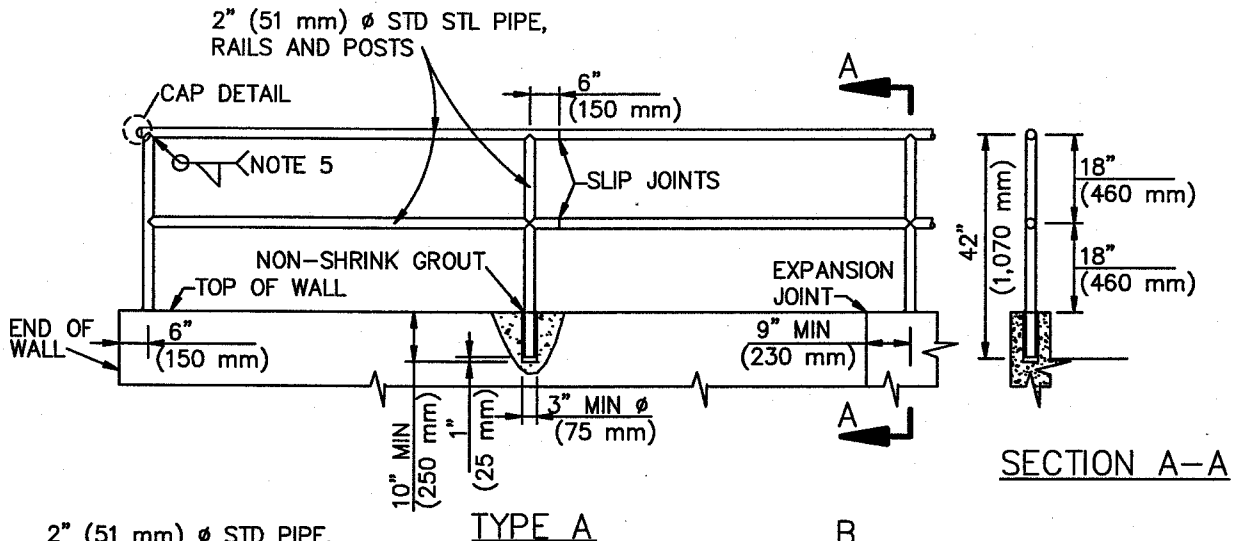


**SLEEVE POST DETAIL  
Use unless otherwise specified or shown on plans  
DETAIL E**

- NOTES!**
1. Pipe post to be set 1'-6" back from face of curb unless otherwise specified.
  2. Where barricade posts are installed in existing concrete sidewalk, the post may be anchored to the sidewalk as shown in the "Post Anchorage Detail". Bolt circle diameter shall be 4" minimum for Type I barricade and 5" minimum for Type II barricade.
  3. Steel sleeve shall be constructed with an inside diameter 1/8" larger than the post's outside diameter. Wall thickness of sleeve shall be same as post or larger.
  4. Contractor may submit alternative details for approval by the Engineer.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
 (PEDESTRIAN BARRICADES)**  
 NO SCALE

**ES-7Q**



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2005, 2009

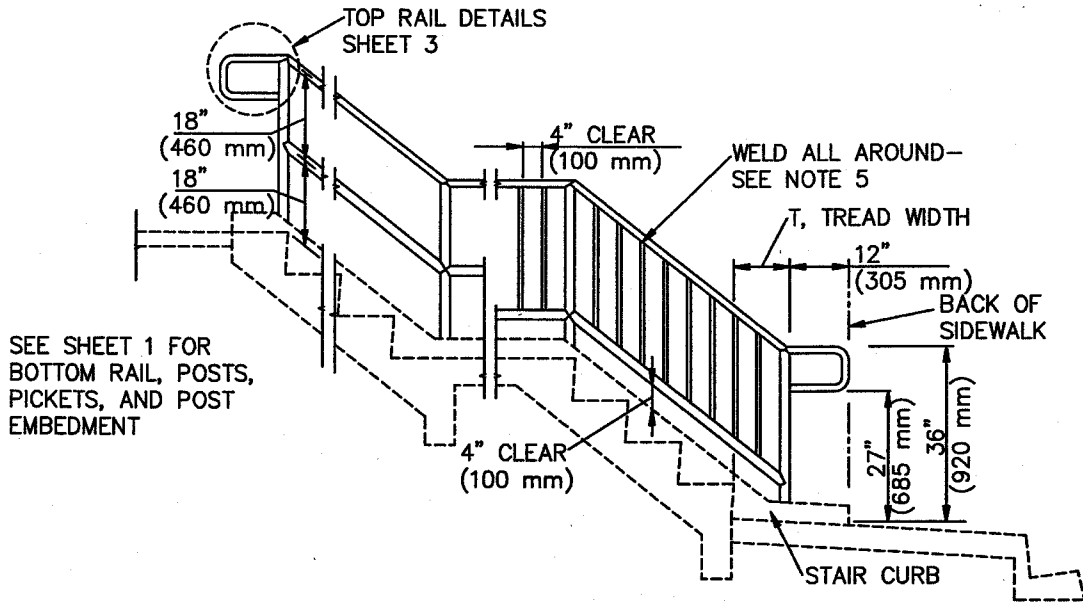
METAL HAND RAILINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

606-3

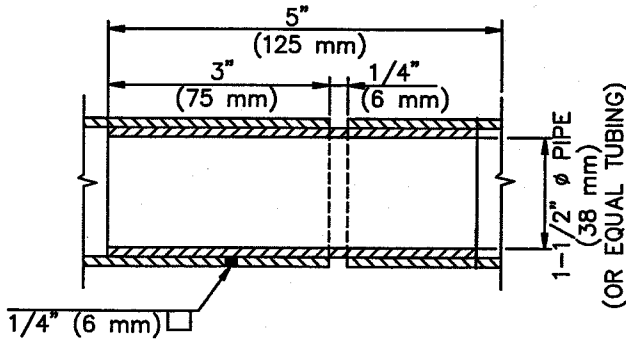
SHEET 1 OF 3



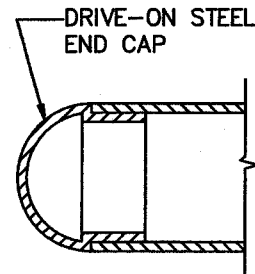
TYPE A

TYPE C

HANDRAIL INSTALLATION ON STAIRWAYS



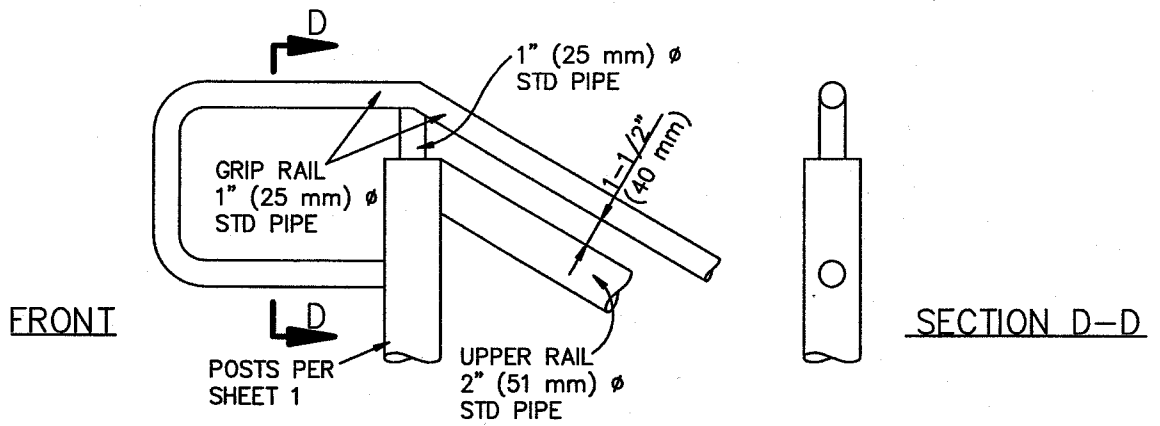
SLIP JOINT DETAIL



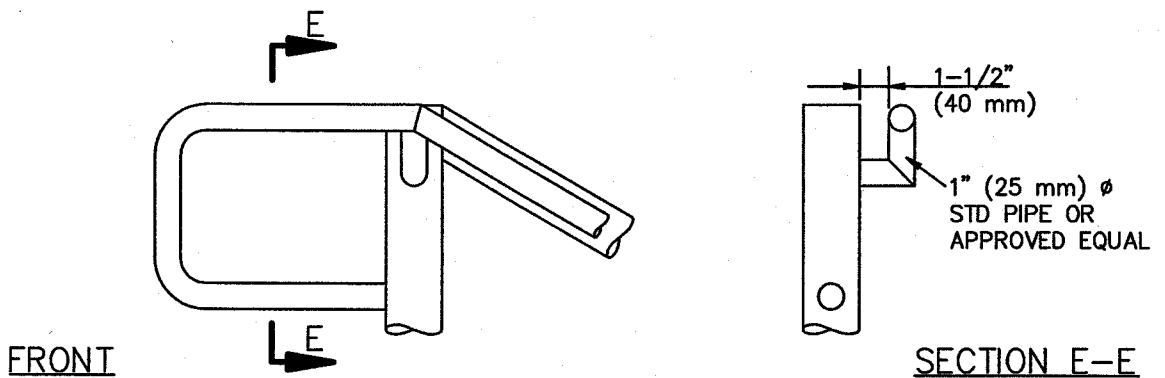
CAP DETAIL FOR RAIL END

NOTES:

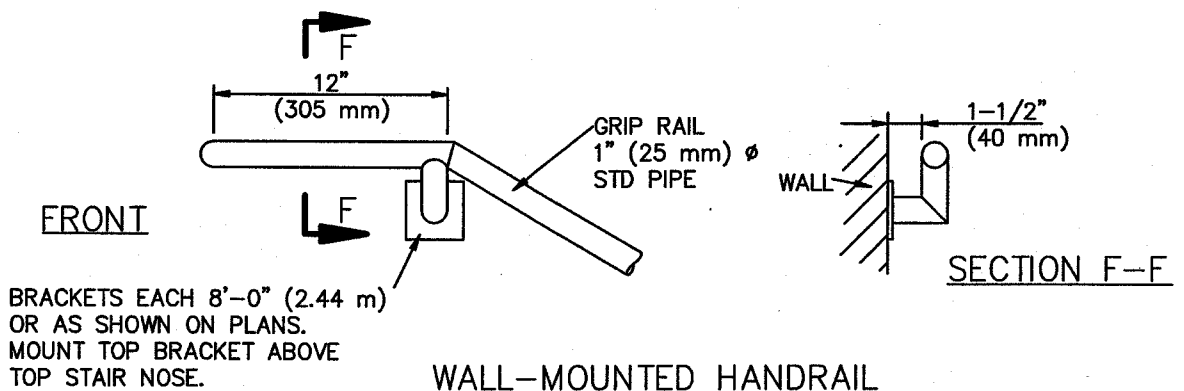
1. USE TYPE C WHERE ADJACENT GRADE IS MORE THAN 2'-6" (760 mm) BELOW LANDING OR SIDEWALK FINISHED SURFACE.
2. RAILS, POSTS, AND PICKETS SHALL BE GALVANIZED STEEL PIPE.
3. PROVIDE SLIP JOINTS AT STAIRWAY EXPANSION JOINTS, 24' (7.3 m) MAXIMUM.
4. MAXIMUM SPACING OF POSTS SHALL BE 8'-0" (2.44 m) ON STRAIGHT ALIGNMENTS, AND 6'-0" (1.83 m) ON CURVED ALIGNMENTS WITH LESS THAN 30' (9.1 m) RADIUS. MAKE SPACING UNIFORM BETWEEN CHANGES IN ALIGNMENT.
5. WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND.

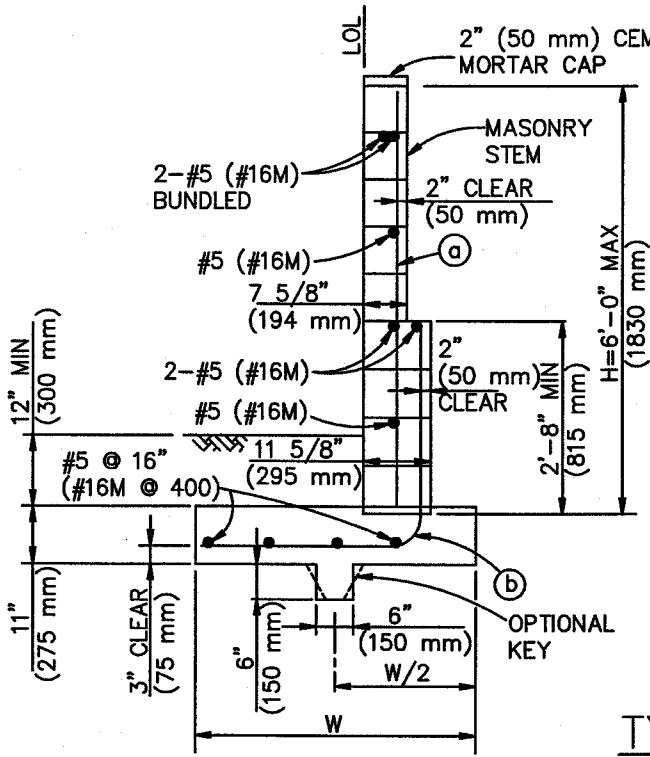


TOP RAIL TYPE 1



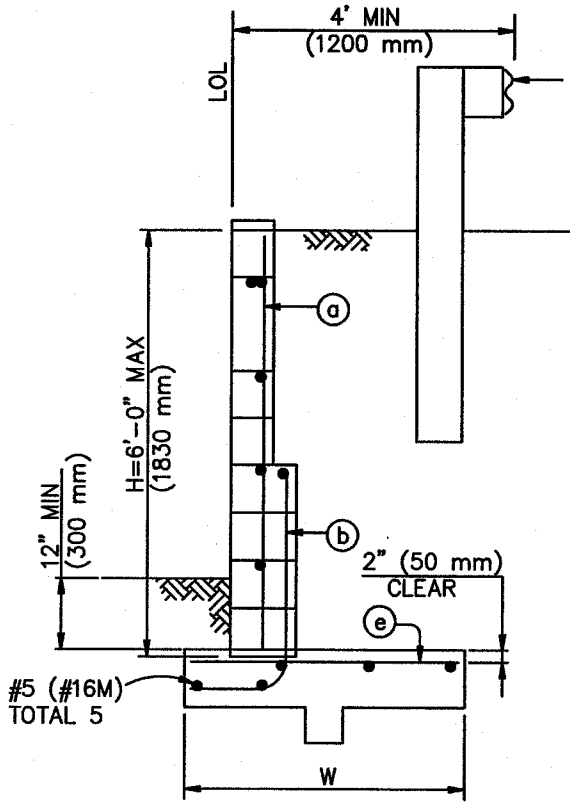
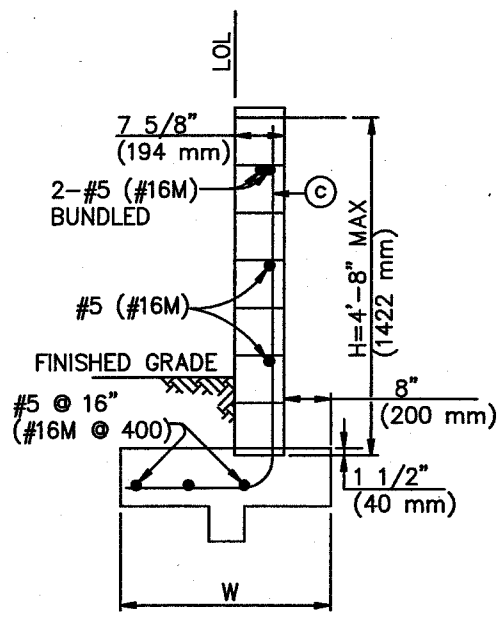
TOP RAIL TYPE 2



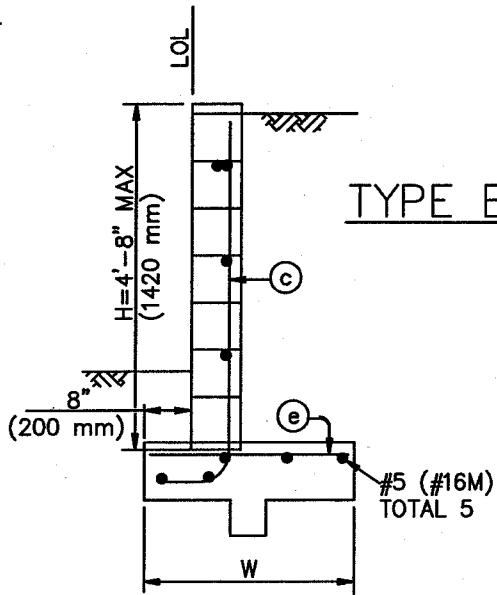


**TYPE A**

LOADING CASE I OR II  
PER SPPWC 617



NO SPLICES ALLOWED  
IN (a), (b), OR (c) BARS



**TYPE B**

SIMILAR TO CALTRANS TYPE 6

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2005, 2009

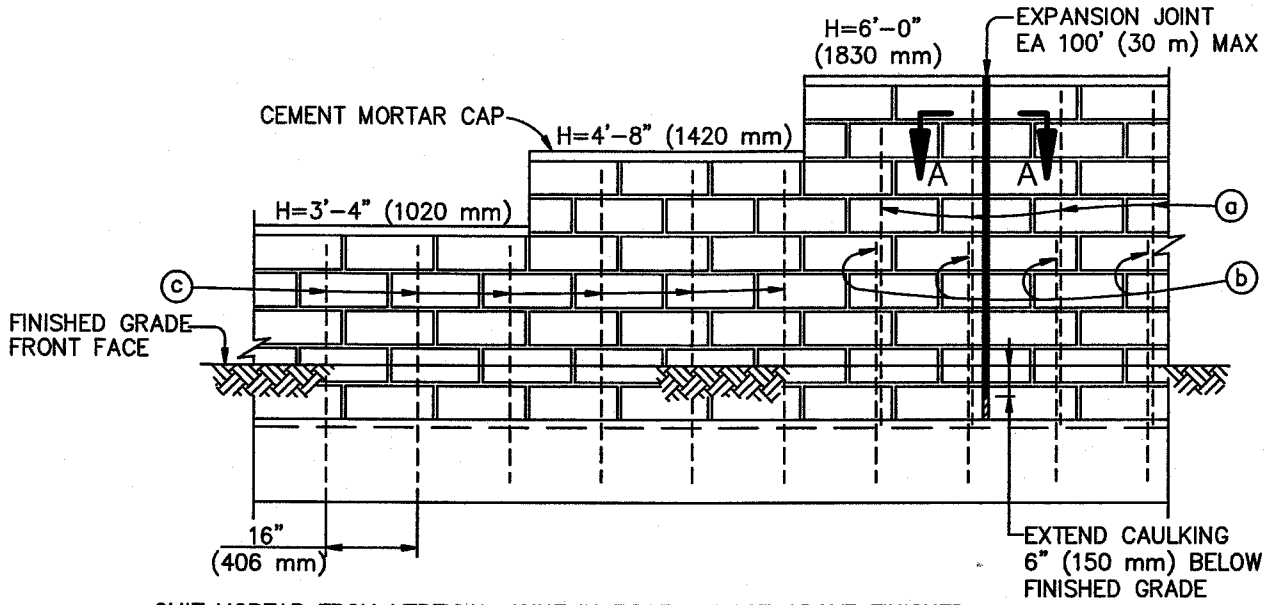
**MASONRY RETAINING WALL**

STANDARD PLAN

**618-3**

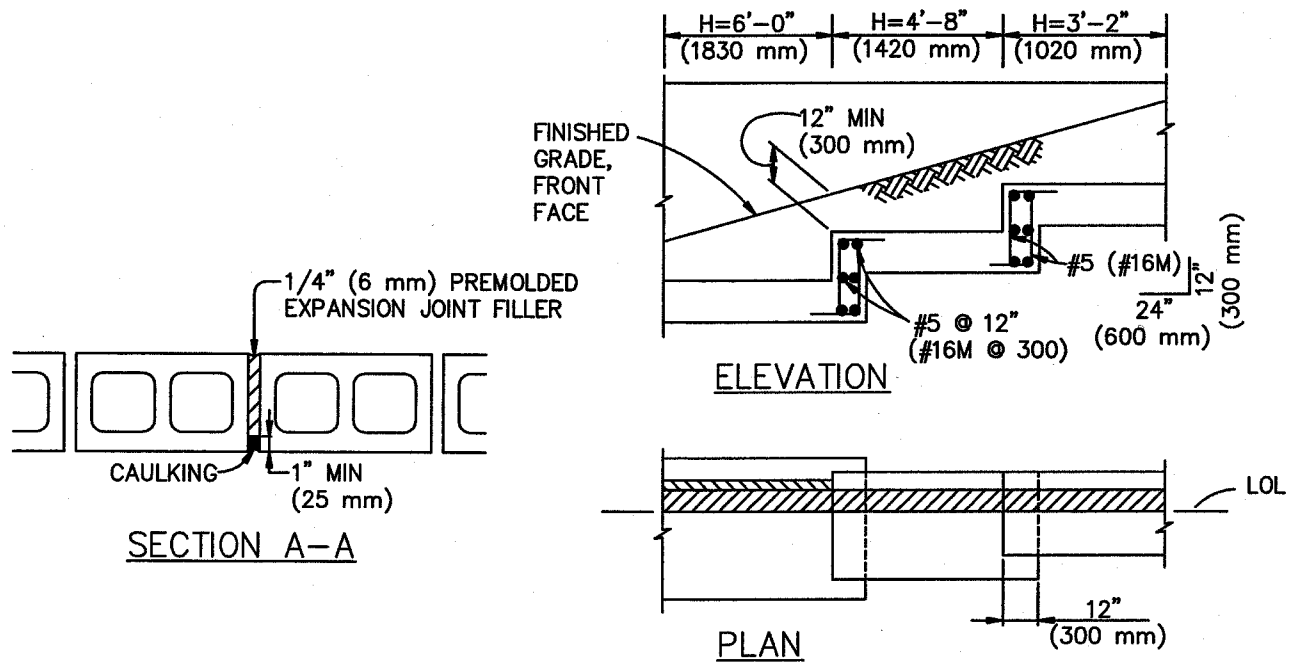
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 3



OMIT MORTAR FROM VERTICAL JOINT IN FIRST COURSE ABOVE FINISHED GRADE AT 2'-8" (813 mm) CENTERS FOR WEEP HOLES. FILL ALL CELLS WITH GROUT.

ELEVATION



FOOTING STEP DETAILS

TYPE A WALL

DESIGN H	3'-4" (1020)	4'-0" (1220)	4'-8" (1420)	5'-4" (1630)	6'-0" (1830)
W	3'-2" (1000 mm)	3'-6" (1100)	3'-10" (1200)	4'-2" (1300)	4'-6" (1400)
(a) BARS	—	—	—	#5 @ 16" (#16M @ 406)	#5 @ 16" (#16M @ 406)
(b) BARS	—	—	—	#5 @ 16" (#16M @ 406)	#5 @ 16" (#16M @ 406)
(c) BARS	#5 @ 16" (#16M @ 406)	#5 @ 16" (#16M @ 406)	#5 @ 16" (#16M @ 406)	—	—

TYPE B WALL

DESIGN H	3'-4" (1020 mm)	4'-0" (1220)	4'-8" (1420)	5'-4" (1630)	6'-0" (1830)
W	2'-8" (850)	3'-0" (950)	3'-4" (1050)	3'-8" (1150)	4'-0" (1250)
(a) BARS	—	—	—	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)
(b) BARS	—	—	—	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)
(c) BARS	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)	—	—
(e) BARS	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)	#5 @ 15" (#16M @ 375)	#5 @ 12" (#16M @ 300)

DESIGN DATA (SEE SPPWC 617 FOR PCC, STEEL, AND OTHER SOIL DATA)

$$f_m = 500 \text{ psi (3.5 MPa)} \quad f'_m = 1500 \text{ psi (10.5 MPa)}$$

REQUIRED SOIL BEARING CAPACITY 2000 psf (95 kPa)

NOTES:

1. SEE SPPWC 617 FOR STANDARD WALL DETAILS.
2. METRIC REINFORCING BAR SPACING IS IN MILLIMETERS.



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

April 3, 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: CAJALCO RD. & ALEXANDER ST. C1-0647**

To Whom It May Concern:

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

Friday	- April 5, 2013	Wednesday	- April 10, 2013
Saturday	- April 6, 2013	Thursday	- April 11, 2013
Sunday	- April 7, 2013	Friday	- April 12, 2013
Monday	- April 8, 2013	Saturday	- April 13, 2013
Tuesday	- April 9, 2013	Sunday	- April 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



Printed at: 11:27 am

on: Wednesday, Apr 3, 2013

Ad #: 0001023312

Order Taker: Nick Eller



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RIVERSIDE, CA 92502  
USA

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Client:

Placed By: Cecilia Gil

Fax #: (951) 955-1071

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Publication: PE.com, Press Enterprise

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Stop Date: 04/14/2013  
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Ad type: CLS 10 Liner

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Bill Size:

Amount Due: \$2,008.60

Ad Copy:

COUNTY OF RIVERSIDE  
NOTICE TO BIDDERS

Sealed proposals will be received at the Riverside County Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on May 01, 2013 which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows:

County of Riverside,

CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT

MEAD VALLEY AREA

PROJECT NO. C1-0647  
FEDERAL AID No. HS1PL-9956(203)

The DBE Contract goal is 2.9 percent.

A pre-bid meeting is scheduled for 2:15 pm on April 17, 2013, at the County of Riverside Transportation Department, 3525 14th Street, Riverside, California 92501. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory.

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

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

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

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

Plans and specifications may be obtained for a NONREFUNDABLE FEE OF \$30 PER FULL SIZE PLANSET, plus mailing, and are available at 3525 14th Street, Riverside, CA 92501

Engineering Estimate	\$279,000.00 - \$325,500.00
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	35

Dated: April 3, 2013  
Kecia Harper-Hern, Clerk of the Board  
By: Cecilia Gil, Board Assistant 45 - 4/14

**COUNTY OF RIVERSIDE  
NOTICE TO BIDDERS**

Sealed proposals will be received at the Riverside County Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on May 01, 2013 which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows:  
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**CAJALCO ROAD AND ALEXANDER STREET  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**MEAD VALLEY AREA**

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FEDERAL AID No. HSIPL-5956(203)**

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

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

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

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

**Plans and specifications may be obtained for a NONREFUNDABLE FEE OF \$30 PER FULL SIZE PLANSET, plus mailing, and are available at 3525 14<sup>th</sup> Street, Riverside, CA 92501**

Engineering Estimate	\$279,000.00 - \$325,500.00
Bid Bond	10%
Performance Bond	100%
Payment Bond	100%
Working Days	35

Dated: April 3, 2013

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