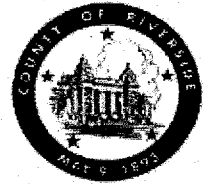


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

357A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 18, 2013

SUBJECT: Fred Waring Drive Roadway Improvements from Adams Street to Port Maria Road in the City of La Quinta and Bermuda Dunes Area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the Fred Waring Drive Roadway Improvements from Adams Street to Port Maria Road in the City of La Quinta and Bermuda Dunes area; and
2. Authorize the Clerk of the Board to advertise for bids to be received in the office of the Director of Transportation and Land Management up to the hour of 2:00 p.m., Wednesday, August 28, 2013, at which time bids, will be opened.

Juan C. Perez
Director of Transportation and Land Management

JP:jj:sb
(Continued On Attached Pages)

| | | | | |
|-----------------------|-------------------------------|--------------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 6,442,223 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2013/2014 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: State-Local Partnership Program (SLPP) (36%), TUMF (CVAG) (40%), Palm Desert Financing Authority, (24%) There are no General Funds used in this project. | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone 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: July 30, 2013
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 7/17/12, 3-50; 5/1/12, 3-36; 11/02/10, 3-56; District: 4/4 Agenda Number:

3-52

6/03/08. 3-75 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED BY:
JUNTY COUNSEL 7/23/13
MARSHALL VICTOR
Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Fred Waring Drive Roadway Improvements from Adams Street to Port Maria Road in the City of La Quinta and Bermuda Dunes Area.

July 18, 2013

Page 2 of 3

BACKGROUND: The Transportation Improvement Program (TIP) provides for the roadway improvements of Fred Waring Drive from Adams Street to Port Maria Road in the City of La Quinta and Bermuda Dunes area of the Coachella Valley.

Fred Waring Drive is a regional arterial road as identified in the original Measure "A" Transportation Program and is identified as a six-lane facility in Coachella Valley Association of Governments' (CVAG) Regional Arterial Program.

This project is located within the jurisdictional boundaries of the County of Riverside (County) and the City of La Quinta (City). The Transportation Department, in coordination with the City, developed the scope of work necessary to widen Fred Waring Drive from four to six lanes.

On June 3, 2008, the County and City entered into an interim License and Indemnity Agreement (approved by the Board under Agenda Item 3-75), which allowed the County to re-stripe Fred Waring Drive to four lanes (two in each direction) while the six-lane concept is being developed.

The Transportation Department has conducted various meetings and explored several design alternatives with City staff, County residents on the north side of Fred Waring Drive, and City residents on the south side of Fred Waring Drive (including the La Quinta Palms and Rancho Ocotillo communities) and agreed on a design alternative that is called the preferred alternative. The preferred alternative provides for a six-lane facility with a raised median without acquiring any of the 26 existing homes on the north side, which would have been required under other alternatives, provides for minor widening (about 5 feet) on the City's south side, will install a sound wall along the City's south side between Dune Palms Road and Adams Street, and elevates the road bed by approximately two and a half feet. The raised median will be continuous, except at the La Quinta Palms community's main entrance and Chapelton Street, to provide for a left turn in only. A transition and on-street parking lane will be provided on the north side to improve driveway access safety.

The preferred alternative provides a substantial reduction in costs and impacts compared to the other alternatives that required purchasing and relocating many or all of the homes on the north side (roughly \$11 million for the preferred alternative compared to \$24 million). This will allow CVAG (which funds 75% of regional arterial projects) and the County to use this cost savings to help deliver other critical projects to improve mobility and traffic safety within the Coachella Valley.

Due to the substantial savings to the County being realized through this preferred alternative, the Transportation Department has indicated its willingness (as indicated in the MOU, approved by the Board on May 1, 2012, Agenda Item 3-36) to pay the full 25% local share of this project, including the lesser costs to widen a few feet on the City side (southerly). Since this preferred alternative allows the driveways on the north side to remain on a six-lane road, which is not typical, the City has requested that there be an indemnification from the County on any design issues. The County plans to enter into a permanent License and Indemnity agreement with the City prior to construction of project.

Additional to widening the roadway, the project will modify the road grade, remove and replace the existing asphalt concrete (AC) pavement, and overlay with rubberized AC. Traffic signals at the intersection of Fred Waring Drive and Adams Street and the intersection of Fred Waring

The Honorable Board of Supervisors

RE: Fred Waring Drive Roadway Improvements from Adams Street to Port Maria Road in the City of La Quinta and Bermuda Dunes Area.

July 18, 2013

Page 3 of 3

Drive and Dune Palms Road will be modified to accommodate the widened roadway. Access ramps will be improved to meet the current Americans with Disabilities Act (ADA) standards. Other work includes the reconstruction of a raised median, sound wall, retaining walls, block walls, and construction of a drainage facility. Seven existing power poles and aerial conductors on the north side of Fred Waring Drive will be relocated. The project will also include construction of sidewalk and colored concrete transition/parking lane with utility islands to separate it from the westbound driving lanes. New striping, pavement markings, and reflective markers will be installed.

On June 11, 2013, the California Transportation Commission (CTC) allocated \$4,000,000 for construction and construction engineering to this project from the proposition 1B, State-Local Partnership Program (SLPP).

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

Environmental clearance is complete.

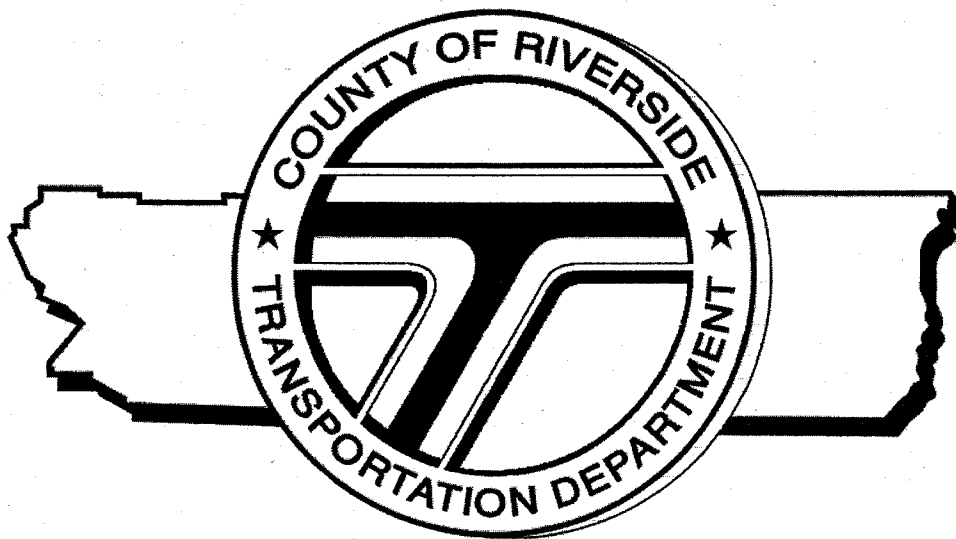
Project No. B5-0689

State Aid No. SLPPCL13-5956(220)

SPECIFICATIONS and CONTRACT DOCUMENTS

for the CONSTRUCTION of

**Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. SLPPCL13-5956(220)**



TRANSPORTATION DEPARTMENT

JUL 30 2013 3-52
D&S

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 7/23/13
MARSHA L. VICTOR DATE

General Table of Contents

| <u>Description</u> | <u>Page</u> |
|---|-------------|
| Vicinity Map | i |
| Specifications and Contract Documents Approvals | ii – vi |
| Notice to Bidders | vii |
| Instruction to Bidders* | A1 – A12 |
| | |
| Bidding Documents | |
| Bid | B1 |
| Bid Items | B2 – B6 |
| Bidder Data and Signature | B7 – B8 |
| Subcontractor List | B9 |
| Non-Collusion Declaration | B10 |
| Iran Contacting Act, Certification or Exemption | B11 |
| Bid Bond | B12 |
| | |
| Contract and other Bonds | |
| Contract | C1 – C3 |
| Performance Bond | C4 |
| Payment Bond | C5 |

* **Note:** See the first page of this document description for a detailed Table of Contents.

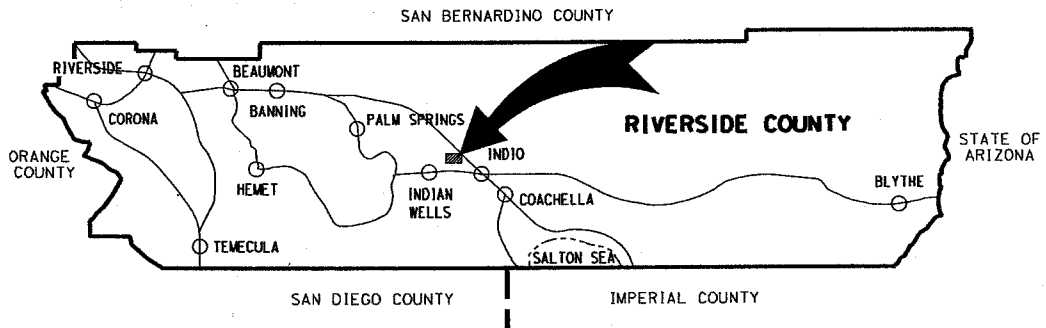
**General
Table of Contents (continued)**

| | |
|--|------------|
| General Conditions* | GC1 – GC27 |
| Special Provisions* | 1 – 54 |
| Appendices | |
| AQMD Recommendations* | Appendix A |
| Reference Drawings | Appendix B |
| Attachment “C” for Risk Level 1 Requirements | Appendix C |
| Electrical system Specifications | Appendix D |
| Landscape Technical Specifications | Appendix E |

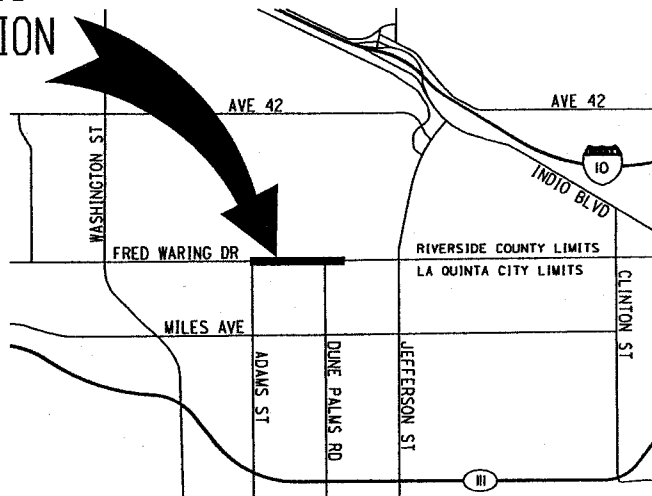
* **Note:** See the first page of this document description for a detailed Table of Contents.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. SLPPCL13-5956(220)



PROJECT
LOCATION



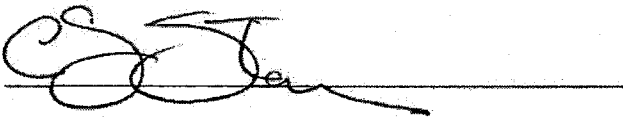
VICINITY MAP

TOWNSHIP 5S RANGE 7E SECTION 17 & 20
COUNTY ROAD BOOK PAGE No. 207

Specification and Contract Documents
for the construction of
Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. – SLPP 5956 (220)

Contract Approval(s):

Recommended by:

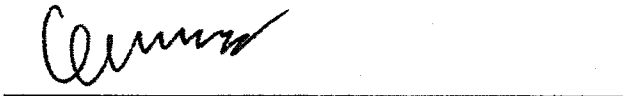


C. Scott Staley
County Project Manager

7/10/13

Date

Approval:



Khalid Nasim, PE
Engineering Division Manager

7/10/13

Date

Specification and Contract Documents

for the construction of

Fred Waring Drive

Roadway Improvements

from Adams Street to Port Maria Road

in the City of La Quinta and Bermuda Dunes area

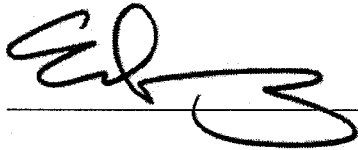
Project No. B5-0689

State Aid No. SLPPCL13-5956(220)

Engineering Certification(s) (continued)

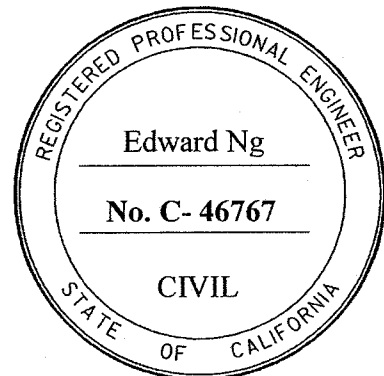
The explicit specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer(s):

Roadway



Edward Ng, PE

6/13/13
Date

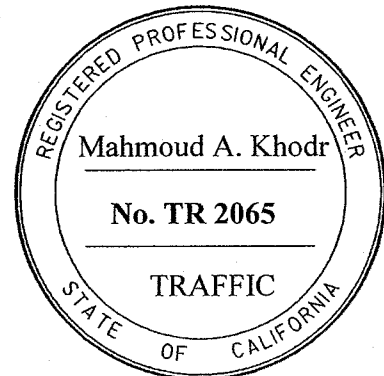


Traffic



Mahmoud A. Khodr, TE

6/16/13
Date



Specification and Contract Documents

for the construction of

Fred Waring Drive

Roadway Improvements

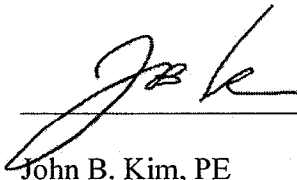
from Adams Street to Port Maria Road

in the City of La Quinta and Bermuda Dunes area

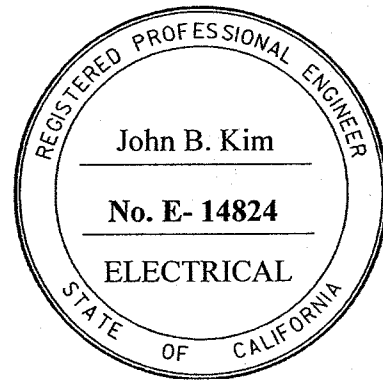
Project No. B5-0689

State Aid No. SLPPCL13-5956(220)

Electrical



John B. Kim, PE



6/13/13
Date

Specification and Contract Documents

for the construction of

Fred Waring Drive

Roadway Improvements

from Adams Street to Port Maria Road

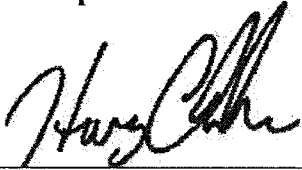
in the City of La Quinta and Bermuda Dunes area

Project No. B5-0689

State Aid No. SLPPCL13-5956(220)

Architect Certification(s)

Landscape Architect



Harry Clarke

R.L.A. No. 3911

6/13/13

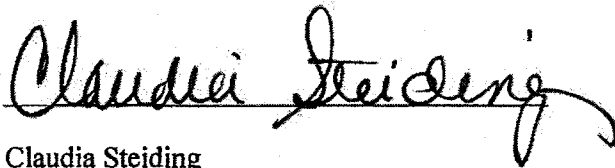
Date



Specification and Contract Documents
for the construction of
Fred Waring Drive
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from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. – SLPP 5956 (220)

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:



Claudia Steiding
Senior Transportation Planner/NPDES
Coordinator

7/10/13

Date

Notice to Bidders

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

**Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. SLPPCL13-5956(220)**

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **August 28, 2013** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **July 2013**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$80.00** per set with 24" x 36" plans (or **\$40.00** with 11"x17" plans), plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

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

Engineering Estimate: \$ 5,800,000 - \$ 6,800,000

Bid Bond 10 %
Performance Bond 100 %
Payment Bond 100 %
Working Days 120 Working Days

Website: http://www.rctlma.org/trans/con_bid_advertisements.html

Instructions to Bidders

Table of Contents

| | | |
|-----|---|------|
| 1. | Inspection of Site | A 2 |
| 2. | Bidder's Bid Form | A 2 |
| 3. | Bid Bond | A 2 |
| 4. | Non-Collusion Declaration | A 3 |
| 5. | Iran Contracting Act, Certification or Exemption | A 3 |
| 6. | Interpretation of Documents | A 3 |
| 7. | Quantities | A 4 |
| 8. | Addenda | A 4 |
| 9. | License | A 4 |
| 10. | Contract Participation | A 5 |
| 11. | Subletting, Subcontracting, and Subcontractor List | A 5 |
| 12. | Hours of Work | A 6 |
| 13. | Alternate Bid Schedules..... | A 6 |
| 14. | Bids | A 7 |
| 15. | Like Bid Items..... | A 8 |
| 16. | Contract Documents..... | A 9 |
| 17. | Submission of Bidder's Bid | A 9 |
| 18. | Qualifications of Bidders | A 9 |
| 19. | Award of Contract..... | A 9 |
| 20. | Payment and Performance Bonds | A 11 |
| 21. | Return of Bid Guarantee | A 12 |
| 22. | Submission of Insurance Certificate and Endorsements..... | A 12 |

Instructions to Bidders

The Bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and Contract Documents, including the Plans and the Special Provisions, for the requirements and conditions which the bidder must observe in the preparation of and the submission of the Bid.

1. Inspection of Site

Bidder's attention is directed to Section 2-1.30, "Job Site and Document Examination". Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a bid, a Bidder warrants that he has made such site examination as the Bidder deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

2. Bidder's Bid Form

The Bid must be made on the Bid forms, which are included in the Contract Documents, and must be completely filled in, dated and signed. If provision is made for alternate bid schedule(s), all bid schedules must be bid, unless otherwise instructed in the Special Provisions.

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

3. Bid Bond

The bidder's bond form described in Section 2-1.34, "Bidder's Security" of the Standard Specifications and this section will be found in the Bid Book's "B" pages and this form is titled as "Bid Bond".

The Bid must be accompanied by a 10% Bid Bond using the form provided in the Bid Book, or a certified check, or cashier's check payable to the order of "County of Riverside", in an amount not less than 10% of the bid amount, inclusive of alternate bid schedule(s). Submitted Bid Bond form must be completely filled in, sealed, dated and signed. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

4. Non-Collusion Declaration

In conformance with Public Contract Code §7106, a Non-Collusion Declaration is included in the Bid. Bidder Declaration must be submitted using the form provided in the Bid Book and it must be completely filled in, dated and signed. Signatures on the Non-Collusion Declaration must be notarized.

5. Iran Contracting Act, Certification or Exemption

The Department of General Services has published a list of companies who are prohibited from contracting with public entities in California as required by Public Contract Code §2200 through §2208.

The Iran Contracting Act Certification/Exemption form is included in the Bid Book. For projects estimated or Bid, in the amount of \$1,000,000 or more, Bidder must completely fill in, date, sign and submit this form with the Bid documents.

6. Interpretation of Documents

Discrepancies, omissions, ambiguities, requirements likely to cause disputes between trades and similar matters must be promptly brought to the attention of the County in writing. When appropriate, addenda will be issued by the County.

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m. , Monday through Thursday (except holidays), up to, including and no later than the fifth (5th) business day prior to the bid closing deadline, by hand delivery, mail, fax or electronic mail. The County will not respond to RFIs 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. RFIs should be addressed and sent to:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rctlma.org

Any communication by anyone as to RFIs and other project document inquiries, except by Addenda, does not affect the meaning or requirements of the Contract Documents.

7. Quantities

The amount of work to be done and/or materials to be furnished under the Contract, as shown in the Bid, are merely estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

County reserves the right to increase, decrease or entirely eliminate any items from the work and/or materials to be furnished.

Bidders are cautioned against the unbalancing of their bid by prorating project overhead costs only into one, two, or few items when there are various items listed in the bid schedule(s).

The quantities mentioned in Standard Specifications Section 2-1.33B, "Bid Item List and Bid Comparison" will be found in the Bid form.

8. Addenda

County reserves the right to issue Addenda to the Contract Documents at any time prior to the scheduled bid opening date and time. Each potential Bidder must provide the County his company name, contact name, phone number, facsimile number, electronic mail address and company address for the purpose of receiving Addenda.

To be considered responsive, the Bid must list and take into account all issued Addenda.

In addition to listing the acknowledged addenda (if any) on the Bid, Bidders should submit each addendum's acknowledgement signature page and attach each one to the Bid. Attaching all addenda pages and attachments (if any) to the Bid submittal is not necessary for Bid submittal. All Addenda is a component of the Contract Documents.

9. License

To be considered for award of the Contract, a Bidder must have the necessary license(s) required under provisions of the California Business and Professions Code for the scope of work covered in the Contract Documents at the time of bid submission. This includes Joint Ventures.

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

Pursuant to California Labor Code §3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C10 "Electrical Contractor". Proof of certification must be provided to the County before the start of construction.

10. Contract Participation

County encourages general and prime Contractors to solicit competitive subcontracting, trucking and supplier opportunities to minority, women, disabled veteran, and small business firms where possible, in their contracting and procurement activities with the County.

Section 3-1.08, "Small Business Participation Report", of the Standard Specifications is deleted.

11. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 5, "Subcontracting".

Pursuant to Public Contract Code § 4100 et seq., "Subletting and Subcontracting Fair Practices Act", Bidders are required to list each subcontractor who will perform work, provide labor, or render services in or about the construction of work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to the details contained in the Plans and Specifications. The Subletting and Subcontracting Fair Practice Act applies to all phases of the work.

Subcontractor List

As required by Standards Specification Section 2-1.33C, "Subcontractor List", the Bidder must submit a Subcontractor List. Subcontractor List must be on the form contained in the Bid Book.

Bidder must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

Pursuant to Public Contract Code § 6109 et seq., the Contractor shall not perform work on a project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code § 1777.1 or 1777.7.

The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Work portions must be identified by bid item number and description for each subcontractor listed. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

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

Omission or failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work (Public Contract Code § 4106).

The County may request additional information to verify submitted Subcontractor List information and percentage amounts. Bidder must provide this information within two (2) business days of request.

Penalties

The Bidder's attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

Clerical error

After the Bid Opening, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5.

12. Hours of Work

Attention is directed to Section 8-1.05, "Time" and Section 7-1.02K(5), "Working Hours" of the Standard Specifications.

Daily working hours will be between the hours of **7:00 a.m. and 6:00 p.m.**, Monday through Friday, except legal holidays, or as revised in the Special Provisions, and as approved by the Engineer. Exceptions and specific work schedules must be submitted in writing to the Engineer for consideration.

13. Alternate Bid Schedules

If the Bid includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following will 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 will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Bid includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following will 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 will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County reserves the right to reject all bids received.

14. Bids

No Bidder may withdraw their bid for a period of ninety (90) calendar days after the bid opening.

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 must 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 will be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price will prevail, in (1) or (2), as follows:

1. 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 be divided by the estimated quantity for the item and the price thus obtained will be the unit price.
2. (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'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 amount 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, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County 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.

The County hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the Contract to other than the lowest bidder.

15. Like Bid Items

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

The Bidder is directed to submit the same bid amount for all 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" will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as "Lump Sum" or "Force Account".
3. Alternate Bid Schedules.

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

16. Contract Documents

The complete Contract Documents are identified in the Contract. Potential Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications in making their bid.

17. Submission of Bidder's Bid

A Bidder's Bid must be submitted in a sealed opaque envelope that clearly identifies the Bidder's name and the project name. Bids must be received before the scheduled date and time at the location set forth in the Notice to Bidders and may be withdrawn only as stated in the Bid. Bids must be completed in ink.

18. 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.

Per 2-1.02 Bid Ineligibility, delete this Instruction since it is now in the Standard Specifications.

19. Award of Contract

The Bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution" of the Standard Specifications and the Instruction to Bidders for the requirements and conditions concerning award and execution of Contract.

Section 3-1.04, "Contract Award" of the Standard Specifications is deleted.

The last sentence of Section 2-1.24, "Tied Bid Resolution", is deleted and replaced with:

After bid verification, the County will select one of the tied bids of its choice (Public Contract Code § 22038.2.b).

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

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 Bid constitutes an award of the Contract and the execution of the Contract is a written memorial thereof.

The County will submit the Contract Documents to the low responsive and responsible Bidder for execution prior to award utilizing the following procedures and requirements:

- A. A Bidder whose Bid is accepted must execute the formal construction Contract with the County, similar to the form attached hereto as a sample, and must return said Contract, together with approved Performance Bond and Payment Bond and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) business days from the date of the Notice of Acceptance of Bid and Intent to Award as issued by the Transportation Department. All submittals must meet the requirements of the bid documents. Corrections, if required, must be made and the revised documents must be resubmitted within two (2) business days of Contractor's receipt of review comments.
- B. The bonds and insurance documentation must be submitted in accordance with the Contract Document requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department and prior to the performance of any work under the Contract.
- C. If a Bidder to whom a Notice of Acceptance of Bid and Intent to Award has been issued, fails or refuses to sign a construction Contract, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County may, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Bidder will become the property of the County as prescribed in the bid documents and as allowed by law.
- D. If it is in the best interest of the County, the County reserves the right to award the Contract prior to execution by the Contractor. Thereafter, County will mail or deliver the County signed Contract to the awarded Contractor for execution and return.

Bid Protest

Any Bidder submitting a bid to County may file a protest of the County's proposed Award of the Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is filed with and received by County of Riverside Transportation and Land Management Agency at the following address:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rctlma.org

3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as aforesated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

20. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Bidder. All bonds must be on County's forms contained in the Bid Book.

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 Bid Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

21. Return of Bid Guarantee

Standard Specification Section 3-1.19, "Bidder's Securities" is deleted.

Bid bonds will not be returned unless specifically requested by the Bidder in writing. 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 calendar days of acceptable receipt of executed Contract, certificate of insurance, Performance Bond and Payment Bond.

22. Submission of Insurance Certificate and Endorsements

Attention is directed General Conditions Section 4 "Insurance and Hold Harmless."

Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the County, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the County.

Bid

Date: _____

To: County of Riverside, hereafter called "County";

Bidder: _____
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Fred Waring Drive, Roadway Improvements, from Adams Street to Port Maria Road, in the City of La Quinta and Bermuda Dunes area, Project No. B5-0689, State Aid No. – SLPP 5956 (220) hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) _____ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. – SLPPCL13-5956(220)**

PROPOSAL

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|---|------|--------------------|-------------------------|--------------------|
| 1 | 999990 | MOBILIZATION | LS | 1 | | |
| 2 | 066102 | DUST ABATEMENT | LS | 1 | | |
| 3 | 074020 | WATER POLLUTION CONTROL | LS | 1 | | |
| 4 | 160101 | CLEARING AND GRUBBING | LS | 1 | | |
| 5 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | | |
| 6 | 000003 | REMOVE MAILBOX | EA | 21 | | |
| 7 | 000003 | REMOVE BLOCK WALL | SQFT | 16,885 | | |
| 8 | 150711 | REMOVE PAINTED TRAFFIC STRIPE | LF | 5,074 | | |
| 9 | 150713 | REMOVE PAINTED PAVEMENT MARKING | SQFT | 902 | | |
| 10 | 150742 | REMOVE ROADSIDE SIGN | EA | 12 | | |
| 11 | 150770 | REMOVE ASPHALT CONCRETE PAVEMENT | SQFT | 164,563 | | |
| 12 | 150770 | REMOVE ASPHALT CONCRETE PAVEMENT (DRIVEWAY) | SQFT | 5,232 | | |
| 13 | 150812 | REMOVE PIPE (12" RCP) | LF | 9 | | |
| 14 | 150820 | REMOVE INLET | EA | 1 | | |
| 15 | 150853 | REMOVE CONCRETE PAVEMENT AND CROSS GUTTER | SQFT | 18,876 | | |
| 16 | 000003 | REMOVE AND SALVAGE PLANTER BLOCK WALL ON PROPERTY | SQFT | 684 | | |
| 17 | 000003 | SALVAGE ROCK HARDSCAPE | SQFT | 1,000 | | |
| 18 | 000003 | REMOVE AND SALVAGE PICKET FENCE | SQFT | 498 | | |
| 19 | 066237 | REMOVE TREES | EA | 40 | | |
| 20 | 153241 | REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK) | SQFT | 16,084 | | |
| 21 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | | |
| 22 | 000003 | TEMPORARY PAVEMENT (DETOUR) | LS | 1 | | |
| 23 | 510502 | MINOR CONCRETE (MINOR STRUCTURE) (4' X 0.5' RCB) | CY | 11 | | |
| 24 | 510502 | MINOR CONCRETE (MINOR STRUCTURE) (4.5' X 0.5' RCB) | CY | 5 | | |
| 25 | 510502 | MINOR CONCRETE (MINOR STRUCTURE) (4' X 0.67' RCB) | CY | 5 | | |
| 26 | 510502 | MINOR CONCRETE (MINOR STRUCTURE) (7' X 0.5' RCB) | CY | 11 | | |
| 27 | 510502 | MINOR CONCRETE (MINOR STRUCTURE) (7' X 1' RCB) | CY | 302 | | |
| 28 | 510502 | MINOR CONCRETE (CURB DRAIN SYSTEM PER DETAIL IN SHEET C-15) | EA | 1 | | |
| 29 | 650010 | 12" REINFORCED CONCRETE PIPE | LF | 5 | | |

PROPOSAL

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|------|--------------------|-------------------------|--------------------|
| 30 | 208603 | 8" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE) | LF | 10 | | |
| 31 | 017317 | MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) (CRS 209) | SQFT | 5,549 | | |
| 32 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (PCC RIBBON DRAIN) | CY | 2 | | |
| 33 | 731507 | MINOR CONCRETE (GUTTER DEPRESSION) (LA QUINTA STD PLAN NO. 330 - CASE C) | CY | 3 | | |
| 34 | 017003 | CATCH BASIN (CURB INLET) (LA QUINTA STD PLAN NO. 300 - NO. 1) | EA | 1 | | |
| 35 | 017102 | MANHOLE (RCFC&WCDS MH 256) | EA | 3 | | |
| 36 | 000003 | JUNCTION STRUCTURE (LA QUINTA STD PLAN NO. 352) | EA | 1 | | |
| 37 | 000003 | TRASH RACK (SPPWC STD PLAN NO. 361-2) | EA | 1 | | |
| 38 | 731504 | MINOR CONCRETE (CURB AND GUTTER) (8") | LF | 2,074 | | |
| 39 | 730010 | MINOR CONCRETE (CURB) (LA QUINTA STD PLAN NO. 210) | LF | 4,915 | | |
| 40 | 017307 | MINOR CONCRETE (TYPE "C" CURB) (CRS 202) | LF | 2,301 | | |
| 41 | 017309 | MINOR CONCRETE (TYPE "D" CURB) (CRS 204) | LF | 371 | | |
| 42 | 730010 | MINOR CONCRETE (CURB) (TRANSITION) | LF | 81 | | |
| 43 | 731504 | MINOR CONCRETE (CURB AND GUTTER) (TRANSITION) | LF | 130 | | |
| 44 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | SQFT | 630 | | |
| 45 | 731519 | MINOR CONCRETE (STAMPED CONCRETE FOR ROADWAY) | SQFT | 41,874 | | |
| 46 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 9,410 | | |
| 47 | 510101 | MINOR CONCRETE (CONCRETE STRIP) | SQFT | 2,395 | | |
| 48 | 731623 | MINOR CONCRETE (CURB RAMP) (LA QUINTA STD PLAN NO. 250 - CASE B) | SQFT | 845 | | |
| 49 | 731623 | MINOR CONCRETE (CURB RAMP) (CALTRANS STD PLAN A88A - CASE C) | SQFT | 135 | | |
| 50 | 731623 | MINOR CONCRETE (CURB RAMP) (CALTRANS STD PLAN A88A - CASE F) | SQFT | 144 | | |
| 51 | 731623 | MINOR CONCRETE (CURB RAMP) (CALTRANS STD PLAN A88B - CASE CM) | SQFT | 200 | | |
| 52 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | SQFT | 673 | | |
| 53 | 000003 | GUTTER WITH CURBS | LF | 55 | | |
| 54 | 510501 | MINOR CONCRETE (SPLIT GRADE MEDIAN NOSE) | LF | 195 | | |
| 55 | 000003 | GLARE SCREEN | LF | 195 | | |
| 56 | 510501 | MINOR CONCRETE (PCC RETAINING CURB) | LF | 60 | | |
| 57 | 510501 | MINOR CONCRETE (UTILITY ISLAND) | SQFT | 278 | | |
| 58 | 510501 | MINOR CONCRETE (WATER METER PAD) | SQFT | 128 | | |
| 59 | 518002 | SOUND WALL (MASONRY BLOCK) (RANCHO OCOTILLO) | LS | 1 | | |
| 60 | 518002 | SOUND WALL (MASONRY BLOCK) (LA QUINTA PALMS) | LS | 1 | | |
| 61 | 013901 | ASPHALT RUBBER HOT MIX | TON | 3,617 | | |
| 62 | 153103 | COLD PLANE ASPHALT CONCRETE PAVEMENT | SQFT | 132,701 | | |

PROPOSAL

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|------|--------------------|-------------------------|--------------------|
| 63 | 190101 | ROADWAY EXCAVATION | CY | 3,390 | | |
| 64 | 198010 | IMPORTED BORROW | CY | 4,370 | | |
| 65 | 260201 | CLASS 2 AGGREGATE BASE | CY | 2,599 | | |
| 66 | 390132 | HOT MIX ASPHALT (TYPE A) | TON | 3,636 | | |
| 67 | 000003 | DRIVEWAY PAVING WITH CONCRETE PAVERS | SQFT | 3,762 | | |
| 68 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 23,099 | | |
| 69 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,658 | | |
| 70 | 850111 | PAVEMENT MARKER (RETROREFLECTIVE) | EA | 391 | | |
| 71 | 015602 | PROJECT IDENTIFICATION SIGN | EA | 2 | | |
| 72 | 066148 | RELOCATE SIGNS | EA | 10 | | |
| 73 | 566011 | ROADSIDE SIGN - ONE POST | EA | 22 | | |
| 74 | 820107 | DELINEATOR (CLASS 1) | EA | 50 | | |
| 75 | 820130 | OBJECT MARKER | EA | 15 | | |
| 76 | 000003 | RECONSTRUCT MONUMENT SIGN | EA | 1 | | |
| 77 | 000003 | WALL PLAQUE | EA | 4 | | |
| 78 | 000003 | POST MOUNTED MAILBOX | EA | 8 | | |
| 79 | 000003 | WALL MOUNTED MAILBOX | EA | 13 | | |
| 80 | 861501 | MODIFY SIGNAL AND LIGHTING (ADAMS STREET) | LS | 1 | | |
| 81 | 861501 | MODIFY SIGNAL AND LIGHTING (DUNE PALMS ROAD) | LS | 1 | | |
| 82 | 019901 | DE-MOBILIZATION | LS | 1 | 208,000.00 | 208,000.00 |
| 83 | 518201 | MASONRY BLOCK WALL | SQFT | 8,130 | | |
| 84 | 513553 | RETAINING WALL (MASONRY WALL) | SQFT | 950 | | |
| 85 | 731516 | MINOR CONCRETE (DRIVEWAY) | SQFT | 10,434 | | |
| 86 | 731516 | MINOR CONCRETE (WALKWAY) | SQFT | 23 | | |
| 87 | 731519 | MINOR CONCRETE (STAMPED CONCRETE FOR DRIVEWAY) | SQFT | 720 | | |
| 88 | 000003 | RECONSTRUCT PILASTER TO MATCH EXISTING | EA | 20 | | |
| 89 | 000003 | ADJUST MANUAL DRIVEWAY SLIDING GATE | EA | 3 | | |
| 90 | 000003 | ADJUST MOTORIZED DRIVEWAY SLIDING GATE | EA | 12 | | |
| 91 | 000003 | MANUAL DRIVEWAY SLIDING GATE | EA | 1 | | |
| 92 | 000003 | REMOVE AND RECONSTRUCT PEDESTRIAN GATE | EA | 6 | | |
| 93 | 000003 | REMOVE AND RECONSTRUCT IRON DECORATIVE GATE | EA | 2 | | |
| 94 | 000003 | REMOVE AND RECONSTRUCT GATE TRENCH | EA | 5 | | |

PROPOSAL

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|------|--------------------|-------------------------|--------------------|
| 95 | 000003 | CONSTRUCT GATE TRENCH | EA | 2 | | |
| 96 | 000003 | ADJUST PEDESTRIAN GATES | EA | 3 | | |
| 97 | 000003 | REMOVE AND RECONSTRUCT CONCRETE STEPS | EA | 3 | | |
| 98 | 000003 | CONSTRUCT CONCRETE STEPS | EA | 1 | | |
| 99 | 000003 | CONSTRUCT DUMPSTER ENCLOSURE | EA | 1 | | |
| 100 | 000003 | REMOVE AND RECONSTRUCT WROUGHT IRON FENCE | LS | 1 | | |
| 101 | 000003 | CONSTRUCT SHORT CONCRETE WALL OF CIRCULAR DRIVEWAY | LF | 50 | | |
| 102 | 802120 | 6' CHAIN LINK GATE (TYPE CL-4) | EA | 1 | | |
| 103 | 800360 | REMOVE CHAIN LINK FENCE AND CONSTRUCT NEW CHAIN LINK FENCE (TYPE CL-6) | LF | 100 | | |
| 104 | 000003 | LANDSCAPE REPLACEMENT (BERMUDA DUNES HOMES) | LS | 1 | | |
| 105 | 000003 | LANDSCAPE REPLACEMENT (RANCHO OCOTILLO HOMES) | LS | 1 | | |
| 106 | 000003 | FINE GRADING | SQFT | 9,830 | | |
| 107 | 000003 | IRRIGATION & ELECTRICAL STREET CROSSINGS | LS | 1 | | |
| 108 | 000003 | 2" DEPTH DECOMPOSED GRANITE TYPE #1 | SQFT | 4,170 | | |
| 109 | 000003 | 2" DEPTH DECOMPOSED GRANITE TYPE #2 | SQFT | 5,660 | | |
| 110 | 000003 | 2' DIAMETER CALIF. GOLD BOULDERS | EA | 24 | | |
| 111 | 000003 | 3' DIAMETER CALIF. GOLD BOULDERS | EA | 21 | | |
| 112 | 000003 | 4' DIAMETER CALIF. GOLD BOULDERS | EA | 2 | | |
| 113 | 000003 | PERMA-LOC ASPHALT EDGE | LF | 754 | | |
| 114 | 000003 | 4"-8" ARIZONA COBBLE DECORATIVE ROCK | SQFT | 2,708 | | |
| 115 | 000003 | INSTALL COMPLETE AUTOMATIC IRRIGATION SYSTEM PER PLANS. (HOT TAP, SERVICE LINE, METER BY CVWD) | LS | 1 | | |
| 116 | 000003 | INSTALL ELECTRICAL/LANDSCAPE LIGHTING SYSTEM PER PLANS | LS | 1 | | |
| 117 | 000003 | ACACIA STENOPHYLLA (24" BOX) | EA | 4 | | |
| 118 | 000003 | CERCIDIUM X 'DESERT MUSEUM' (24" BOX MULTI-TRUNK) | EA | 6 | | |
| 119 | 000003 | CHILOPSIS LINEARIS (24" BOX) | EA | 9 | | |
| 120 | 000003 | LAGERSTROEMIA INDICA 'WATERMELON RED' (24" BOX) | EA | 2 | | |
| 121 | 000003 | PYRUS KAWAKAMII (24" BOX) | EA | 4 | | |
| 122 | 000003 | BRAHEA ARMATA (3'-5') | EA | 15 | | |
| 123 | 000003 | CHAMAEROPS HUMILIS (24" BOX) | EA | 21 | | |
| 124 | 000003 | WASHINGTONIA ROBUSTA (10'-14' BTH) | EA | 9 | | |
| 125 | 000003 | CAESALPINIA PULCHERRIMA (5 GAL) | EA | 9 | | |
| 126 | 000003 | CASSIA NEMOPHILA (5 GAL) | EA | 9 | | |

PROPOSAL

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|------|--------------------|-------------------------|--------------------|
| 127 | 000003 | DASYLLIRION WHEELERI (5 GAL) | EA | 22 | | |
| 128 | 000003 | ECHINOCACTUS GRUSONII (5 GAL) | EA | 30 | | |
| 129 | 000003 | FOUGUIERIA SPLENDENS (7 CANE MIN.) | EA | 13 | | |
| 130 | 000003 | HESPERALOE PARVIFLORA (5 GAL) | EA | 6 | | |
| 131 | 000003 | LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' (5 GAL) | EA | 10 | | |
| 132 | 000003 | RUELLIA BRITTONIANA (5 GAL) | EA | 8 | | |
| 133 | 000003 | SALVIA GREGGII (5 GAL) | EA | 20 | | |
| 134 | 000003 | BOUGAINVILLEA '00-LA-LA' (5 GAL) | EA | 19 | | |
| 135 | 000003 | LANTANA CAMARA (1 GAL) | EA | 27 | | |
| 136 | 000003 | LANTANA MONTEVIDENSIS (5 GAL) | EA | 17 | | |
| 137 | 000003 | STAMPED CONCRETE PAVING | SQFT | 4,032 | | |
| 138 | 000003 | BOUGAINVILLEA '00-LA-LA' (5 GAL) | EA | 22 | | |
| 139 | 000003 | CASSIA NEMOPHILA (5 GAL) | EA | 58 | | |
| 140 | 000003 | LANTANA MONTEVIDENSIS (5 GAL) | EA | 20 | | |
| 141 | 000003 | REPLACE EXISTING LANDSCAPING AND IRRIGATION REMOVED/DAMAGED DUE TO BLOCK WALL CONSTRUCTION | LS | 1 | | |
| 142 | 000003 | ONE YEAR MAINTENANCE/ PLANT ESTABLISHMENT | LS | 1 | | |
| 143 | 152402 | ADJUST WATER VALVE COVER TO GRADE [CVWD] | EA | 4 | | |
| 144 | 000003 | IMPERIAL IRRIGATION DISTRICT (IID) IMPROVEMENTS | LS | 1 | | |

PROJECT TOTAL: _____ \$ _____
 ITEMS 1-144 "WORDS"

Bidder Data and Signature

Name of Bidder: _____

Type of organization: _____

Person(s) authorized to sign for Bidder: _____

Note:

If Bidder or other interested person is a **Corporation**, state legal name of Corporation and also names of the president, secretary, treasurer and manager thereof.

If Bidder or other interested person is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder or other interested person is an **Individual**, state first and last name(s) in full.

Business Street Address: _____
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: _____

P.O. Box- Number: _____

P.O. Box- City, State, Zip Code: _____

Phone: (_____) _____

Facsimile: (_____) _____

E-mail: _____

Contractor's license number: _____

License Classification(s): _____

Expiration date: _____

Bidder Data and Signature (continued)

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

**Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. SLPPCL13-5956(220)**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Signature:

Name (printed):

Title:

“Contractor”

(If the Bidder is a Corporation, attach the Corporate Resolution which authorizes the signature to represent the Corporation. Certification for Authorized Signatures of Officers and Certificate of Incumbency are also acceptable and document must show that person who signs is authorized to do so for the company.)

Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

| | Subcontractor Name | License Number | Business Address (City, State) | Construction Item(s) [Item Number and Description] | Check if Partial Work |
|----|--------------------|----------------|--------------------------------|--|--------------------------|
| 1. | | | | | <input type="checkbox"/> |
| 2. | | | | | <input type="checkbox"/> |
| 3. | | | | | <input type="checkbox"/> |
| 4. | | | | | <input type="checkbox"/> |
| 5. | | | | | <input type="checkbox"/> |
| 6. | | | | | <input type="checkbox"/> |
| 7. | | | | | <input type="checkbox"/> |

(If applicable, check box.) Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: _____%

Note: A minimum of 50% of the work is required to be performed by the general/prime Contractor.

Non-Collusion Declaration

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

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

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

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

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

_____ (Month) _____ (Day) of _____ (Year),

at _____ (City), _____ (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

Note: Notarization of signature required.
 Check box if attachment is included.

Iran Contracting Act
(Public Contract Code sections 2200-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

| | | |
|--|--------------------|-----------------------------------|
| <i>Contractor Name/Financial Institution (Printed)</i> | | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in</i> | |

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| | | |
|--|--------------------|-----------------------------------|
| <i>Contractor Name/Financial Institution (Printed)</i> | | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in</i> | |

Bid Bond

Recitals:

1. _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Fred Waring Drive, Roadway Improvements, from Adams Street to Port Maria Road, in the City of La Quinta and Bermuda Dunes area, Project No. B5-0689, State Aid No. SLPPCL13-5956(220)** 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 Contract 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).

Riverside County Contract No. _____

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Fred Waring Drive, Roadway Improvements, from Adams Street to Port Maria Road, in the City of La Quinta and Bermuda Dunes area, Project No. B5-0689, State Aid No. - SLPP 5956 (220)**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2010 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda _____, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. 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.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Fred Waring Drive
Roadway Improvements
from Adams Street to Port Maria Road
in the City of La Quinta and Bermuda Dunes area
Project No. B5-0689
State Aid No. – SLPP 5956 (220)**

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY: _____

BY: _____

Chairman, Board of Supervisors

DATED: _____

TITLE: _____

(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: _____

TITLE: _____

Deputy

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

License No. _____

Federal Employer Identification Number:

BY _____

"County"

"Corporation"

(Seal)

Performance Bond

Recitals:

1. _____ (Contractor) has entered into a Contract 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 this 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 Works - 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, 9560 and 9564 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

By _____

Surety

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).

General Conditions

Table of Contents

| | | |
|-----|---|-------|
| 1. | Definitions and Terms..... | GC 2 |
| 2. | Standard Specifications..... | GC 2 |
| 3. | Director of Transportation and Land Management Agency (TLMA) | GC 3 |
| 4. | Insurance and Hold Harmless | GC 4 |
| 5. | Beginning of Work, Time of Completion, and Liquidated Damages | GC 9 |
| 6. | County’s Right to Stop Work or Terminate the Contract | GC 9 |
| 7. | General Prevailing Wage:..... | GC 10 |
| 8. | Labor Code | GC 11 |
| 9. | Labor Nondiscrimination | GC 11 |
| 10. | Equal Employment Opportunity | GC 11 |
| 11. | Subcontracting | GC 13 |
| 12. | Monthly Progress Estimates and Payments | GC 14 |
| 13. | Deposit of Securities | GC 15 |
| 14. | Payment Retention | GC 15 |
| 15. | Payment for Extra Work (Force Account Basis) | GC 16 |
| 16. | Change Orders – Detail Drawings and Instructions..... | GC 16 |
| 17. | Final Payment | GC 16 |
| 18. | Assignment of Claims..... | GC 17 |
| 19. | Arbitrations | GC 17 |
| 20. | Claims Resolution..... | GC 17 |
| 21. | Brand or Trade Name – Substitute of Equals | GC 19 |
| 22. | Site Inspection – Effect of Other Improvements Shown and Contractor Procedure | GC 19 |
| 23. | Public Safety | GC 20 |
| 24. | Extra Work..... | GC 22 |
| 25. | Noise Control..... | GC 22 |
| 26. | Use, Care and Protection of Premises..... | GC 23 |
| 27. | Obstructions | GC 24 |
| 28. | Removal of Asbestos and Hazardous Substances..... | GC 24 |
| 29. | Documents of Contractor | GC 25 |
| 30. | Responsibility of Contractor to Act in an Emergency | GC 25 |
| 31. | Final Inspection – Notice of Completion..... | GC 25 |
| 32. | Dust Abatement | GC 26 |

General Conditions

1. Definitions and Terms

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

- A. "Department", "Department of Transportation", "State", and "State of California" means the County of Riverside.
- B. "Engineer", and "Director" means the Director of Transportation and Land Management Agency (TLMA) for the County of Riverside, and includes his authorized representatives.
- C. "Laboratory" means the established laboratory of the County of Riverside.
- D. "Plans" means the portion of the Contract Documents consisting of all drawings prepared for the direction and characteristics of the work. A schedule of said drawings which constitutes the plans as of the execution of the Contract is set forth in the Special Provisions and are supplemented by the Standard Plans referred to in the Special Provisions.

Other terms appearing in the Standard Specifications and Contract Documents, including the Special Provisions, shall have the intent and meaning specified in Section 1-1.07, "Definitions" of the Standard Specifications. The following are additional terms appearing in the Contract Documents:

- "County", "Contractor" and "Contract Documents" are identified in the Contract. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- "Business Day" is defined as 7:30 a.m. to 5:30 p.m. Monday through Thursday, excepting therefrom when County is closed for holidays as set forth in County Ordinance 358, Section 1, items c. through q. Some County services, including but not limited to Survey, Project Development, Environmental, Traffic Engineering, Accounting, Planning, and Permits, will not be available Fridays.
- "You" and "Your" means the Bidder and/or Contractor.

2. Standard Specifications

The Standard Specifications of the State of California Department of Transportation, edition of 2010 hereafter called "Standard Specifications", including amendments and revisions to the Standard Specifications, are incorporated herein as modified in these General Conditions, the Instructions to Bidders, the Special Provisions and the Plans.

General Conditions govern over all the Contract Documents except the Special Provisions, the Contract, and Bonds.

The following subsections of the Standard Specifications are deleted:

- 2-1.15C(2), DVBE Incentive
- 3-1.08, Small Business Participation Report
- 3-1.11, Payee Data Record
- 8-1.04, Standard Start
- 12-1.03, Flagging Costs

The Standard Specifications of the State of California Department of Transportation, edition as listed in Special Provision Specifications and Plans General Section 1-1.01, hereafter called "Standard Specifications", are incorporated herein as modified in these Special Provisions and the Plans.

Amendments to the Standard Specifications for this project, dated **April 19, 2013**, are incorporated herein. During the advertisement period of this project, this document is available upon request at the office of the County of Riverside Transportation Department and will be available to the awarded Contractor.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions" of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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.

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

3. Director of Transportation and Land Management Agency (TLMA)

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

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

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

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

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

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

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

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

4. Insurance and Hold Harmless

In lieu of the provisions of Standard Specification Section 3-1.07, "Insurance Policies" and Section 7-1.06, "Insurance, the following shall apply:

A. General:

Contractor shall submit to the County 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.

Certificate Holder information is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

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

The County may suspend all Contractor project work activities, at the Contractor's expense, for failure to maintain insurance coverage.

B. Workers Compensation:

The Contractor shall maintain statutory Workers' Compensation Insurance (Part 1) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Part 2) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

This policy shall be endorsed, and signed, to waive subrogation in favor of the County.

This policy shall also name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

C. Commercial General Liability:

Commercial General Liability insurance coverage includes but not limited to:

1. Premises, operations and mobile equipment liability
2. Products and completed operations liability
3. Broad form property damage, (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal and advertising injury
6. Unmodified contractual liability
7. Cross liability coverage
8. Covering claims which may arise from or out of Contractor's performance of its obligations hereunder.

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

Where excess liability insurance is used in connection with primary liability insurance, the combination of such coverage sum must allow total limits of liability to be in amounts not less than the above specified amounts.

This policy shall name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

D. Automobile Liability:

Contractor shall maintain liability insurance for any auto, all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit.

Contractor shall maintain liability insurance for any auto, all owned, non-owned and hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than \$2,000,000.

Policy shall name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

E. General Insurance Provisions:

1. **Insurer.** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

Non-admitted/Surplus Line insurance carriers (carriers not licensed in the State of California) may be acceptable to the County under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- a. Domiciled or authorized to do business in the United States and/or listed as an approved insurance carrier on the California Department of Insurance's List of Approved Surplus Line Insurers (LASLI) list,

- b. Have an AM Best rating of not less than A: VIII (A:8), and
 - c. Insurer is authorized to transact in the type of insurance provided.
2. ***Self-insured retention (SIR).*** The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either:
- a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
 - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. ***Certificate, policy, endorsements and attachments.*** Contractor shall cause Contractor's insurance carrier(s) to furnish the County with:
- a. A properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein, and
 - b. If requested to do so by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (For nonpayment of premium cause for cancellation, a written notice of at least ten (10) days is allowed per California Insurance Code §662(a)). In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. **Primary insurance.** It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. **Subcontractor(s).** Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
6. **Self-insurance.** The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the County.
7. **Claim notification.** Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.
8. **Certificate Holder.** Certificate address information for this project is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

F. Hold Harmless/Indemnification:

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from the Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

5. Beginning of Work, Time of Completion, and Liquidated Damages

Attention is directed to Instruction to Bidders Section 12, "Hours of Work."

Attention is directed to the Contract item 3, "Prosecution, Progress and Liquidated Damages".

Attention is directed to the Special Provision Section "Time of Completion".

Attention is directed to the Special Provision Section "Liquidated Damages".

6. County's Right to Stop Work or Terminate the Contract

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

paid by Contractor. If such expense and damage exceeds the unpaid balance, Contractor is liable to County for the excess. If County elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, plant and equipment on site which may be necessary or convenient for the purpose of completing the work, County is expressly granted the right - acting via Director of TLMA, an Engineer or otherwise - to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount (Public Contract Code §7105(a)), provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Owner, upon certification by the Engineer, may, without prejudice to any other right of remedy, terminate the contract.

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

7. General Prevailing Wage:

Attention is directed to General Conditions Section 8, "Labor Code".

Attention is also directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to §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 (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

General prevailing wage determinations are on file at Transportation Department Washington Street Yard's Construction/Inspection office and are available to any interested party upon written request.

General prevailing wage determinations are also made by the DIR Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 may also be obtained at the following URL:

www.dir.ca.gov/DLSR/PWD/index.htm

The Contractor must post a copy of the determination of the DIR prevailing rate of per diem wages at each job site.

8. Labor Code

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and his subcontractors shall comply with the provisions of SS 1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of County's "Determination of Prevailing Wage Rates", copies of said Determination are available at Transportation Department Washington Street Yard's Construction/Inspection office for this purpose.

9. Labor Nondiscrimination

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "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 or more.

10. Equal Employment Opportunity

A. General

Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract shall comply with the provisions of the California Fair Employment Practice Act (commencing with SS 1410 of

the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

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

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

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

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

B. Transactions of \$10,000 or Under

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

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

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

D. Transactions of \$50,000 or More

If Contractor has fifty or more employees and a Contract for \$50,000 or more, it shall develop and submit to Owner, within thirty days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job

classifications, which table shall include but need not be limited to job titles, duties, and rates of pay.

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

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

E. Federal Assisted Construction

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

11. Subcontracting

Attention is directed to:

- Standard Specification Section 2-1.33C, "Subcontractor List",
- Standard Specification Section 5-1.13, "Subcontracting", and
- Instruction to Bidders Section 11, "Subletting, Subcontracting, and Subcontractor List".

Contractor responsibility

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

Violations and remedies

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

50% Minimum work performance

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 fifth paragraph is deleted for Subcontracting Standard Provision subsection 5-1.13A, "General".

Subcontractor compliance

Each subcontractor must comply with the contract.

Active license

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

Submittal of subcontracts

Contractor must submit copies of subcontracts upon request by the Engineer.

Submittal of subcontractor request form

Before subcontracted work starts, Contractor must submit a Subcontracting Request form (Caltrans LAPM, Exhibit 16-B).

Debarred contractors

The County will not award a contract to a debarred Contractor. Contractor must not use a debarred subcontractor. Pursuant to the provisions in §1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a current list of contractors ineligible to perform work on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web address at:

<http://www.dir.ca.gov/dlse/debar.html>

Termination of unsatisfactory subcontractors

Upon request by the Engineer, Contractor must immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily (Public Contract Code §4107(a)(7)).

Substitutions

Subcontractor substitutions will be processed as required by Public Contract Code § 4107 et seq.

12. Monthly Progress Estimates and Payments

Attention is directed to Section 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

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 five (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 seven (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 §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 §20104.50, subsection (e), the progress payment date is the date that funds are encumbered and the payment warrant is issued.

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

No estimate or payment shall be made when, in the judgment of the Director of TLMA, the total value of the work done since the previous estimate amounts to less than \$300.

13. Deposit of Securities

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

14. Payment Retention

Director of TLMA, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth by Public Contract Code §7201 and any other referenced text, shall be five (5%).

Federally funded verbiage:
This section is deleted.

15. Payment for Extra Work (Force Account Basis)

Extra work to be paid for on a force account basis as directed by the Engineer will be paid for as set forth in Section 9-1.04 "Force Account" of the Standard Specifications. The labor surcharge, equipment rental rates, and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". A copy of which is on file at the Office of the Director of TLMA and is hereby incorporated herein in its entirety.

16. Change Orders – Detail Drawings and Instructions

Reference is made to 4-1.05, "Changes and Extra Work" of the Standard Specifications regarding change orders.

Each approved change order shall be considered as an amendment to the Contract Documents and will not be considered approved until executed by the Board of Supervisors, except when Director of TLMA can approve certain change orders, without the necessity of approval by the Board, as provided in a Resolution of the Board adopted January 11, 2011, Resolution 2011-015.

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

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

17. Final Payment

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

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

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

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

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

18. 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 §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.

19. Arbitrations

Section 9-1.22, "Arbitration" of the Standard Specifications is deleted.

20. Claims Resolution

In accordance with Public Contract Code §20104 through §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.

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

1. 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 of 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.

2. 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 of 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.

B. 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 meeting and confer conference within 30 days.

C. 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.

- D. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS. 20104.4 shall be followed, providing for non-binding mediation and judicial arbitration.

21. Brand or Trade Name – Substitute of Equals

Attention is directed to Section 6-3.02, "Specific Brand or Trade Name and Substitution."

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

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

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

Within 30 calendar days after award of the contract, Contractor may submit to Director of TLMA data substantiating such a request, and the difference, if any, in cost. Director of TLMA shall promptly investigate the request and make a recommendation to County as to equality. The governing body of County shall promptly determine whether the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify Director of TLMA of the determination made, who shall advise Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted.

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

22. Site Inspection – Effect of Other Improvements Shown and Contractor Procedure

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

- A. Showing or describing such items does not mean that it is an exhaustive and complete presentation and that as to matters shown or described that they necessarily exist.

- B. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
- C. Whenever in the plans survey markers are shown, boundaries of the site are shown or contour lines are shown, Contractor may assume that such matters are shown in accordance with acceptable standards.

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

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

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

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

23. Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions.

The Contractor shall install Type K temporary railing 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 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 deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot 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 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 Type K temporary railing installed in conformance with the provisions in this Special Provision section "Public Safety" and in Section 7-1.04, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet 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 transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet 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.

Type K Temporary railing shall conform to the provisions in Section 12-3.08, "Type K Temporary Railing" of the Standard Specifications. Type K Temporary Railing, conforming to the details shown on 2010 Standard Plans T3A and T3B, may be used. Type K Temporary Railing 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.

(Verify verbiage with C/I regarding fabrication dates... Is this still an issue?)

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

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 | Work Areas |
|--|---|
| Over 45 Miles Per Hour | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 Miles Per Hour | Within 3 feet 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 10 feet 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.

Payment

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 therefor.

24. Extra Work

Section 4-1.05, "Changes and Extra Work" of the Standard Specifications is amended by adding the following:

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 of completion will be made.

25. Noise Control

Noise control shall conform to the provisions in Section 14-8.02, "Noise Control" of the Standard Specifications and these Special Provisions.

Section 14-8.02A, "General", second paragraph, is deleted and replaced with the following: The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA LMax 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 must be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Payment

Full compensation for conforming to the requirements of this Section, Noise Control, 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.

26. Use, Care and Protection of Premises

Attention is directed to Section 5-1.36, "Property and Facility Preservations" of the Standard Specifications.

At his expense Contractor shall:

- A. Take every precaution against injuries to persons or damage to property.
- B. Comply with regulations governing the use of the property.
- C. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- D. Place on the work only such loads as are consistent with the safety of the work.
- E. Effect all cutting, fitting, or patching of his work required to make it conform to the Plans and Specifications and interrelate with other improvements or except with the consent of Director of TLMA, cut or otherwise alter existing improvements.
- F. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed, or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall

be accomplished only after approval of County and under the direct supervision and instruction of Director of TLMA.

- G. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- H. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- I. Guard County's property from injury or loss.
- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

Payment

Full compensation for conforming to the requirements of this Section, Use, Care and Protection of Premises, 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.

27. Obstructions

Attention is directed to Section 5-1.36D, "Nonhighway Facilities", Section 15, "Existing Facilities" and 51-1.03E(9), "Utility Facilities", of the Standard Specifications and these Special Provisions.

In the event that the utility facilities mentioned within the referenced Standard Specifications and/or Special Provisions are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the County will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays" of the Standard Specifications, except as provided in the previous paragraph referenced sections of the Standard Specifications.

28. 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 §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 Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

29. Documents of Contractor

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

30. Responsibility of Contractor to Act in an Emergency

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

31. Final Inspection – Notice of Completion

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

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

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

32. Dust Abatement

Dust control shall conform to Section 14-9.03, "Dust Control", Section 14-9.02, "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" (if project location is within the 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, 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 by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.02, "Laws" and Section 7-1.02A of the Standard Specifications. The cost of all fines levied against the County 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 their 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. Particular concern of emissions is PM10 particles. PM10 particles are fine particulate matter of 10 microns or less 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 Recommendations", attached hereto (See Appendix). Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the Engineer prior to fabrication.

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

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

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.05, "Time" of the Standard Specifications.

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

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

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

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the 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 the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust.

The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer. Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. 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 Bid constitutes acknowledgement by the Contractor of the dust control requirements established by law and described herein, and the enforceability of those requirements.

Payment

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

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

TABLE OF CONTENTS

SPECIAL PROVISIONS

| | |
|--|----|
| DIVISION 0 COUNTY PROVISIONS | 1 |
| 00-1.01 PROJECT DESCRIPTION:..... | 1 |
| 00-1.02 NOTICE:..... | 1 |
| 00-1.03 TIME OF COMPLETION:..... | 2 |
| 00-1.04 LIQUIDATED DAMAGES:..... | 2 |
| 00-1.04.1 ADDITIONAL WORKING DAY RESTRICTIONS AND LIQUIDATED DAMAGES:..... | 2 |
| 00-1.05 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST: | 2 |
| 00-1.06 ENCROACHMENT PERMIT:..... | 3 |
| 00-1.07 PROGRESS PAYMENT RESTRICTIONS: | 3 |
| 00-1.08 RECORD DRAWINGS:..... | 4 |
| 00-1.09 COOPERATION:..... | 4 |
| 00-1.10 PARTNERING:..... | 5 |
| 00-1.11 JOB SITE POSTERS:..... | 6 |
| 00-1.12 OBSTRUCTIONS..... | 6 |
| 00-1.13 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS: | 9 |
| 00-1.14 GRAFFITI REMOVAL AND CLEANING: | 10 |
| 00-1.15 PROJECT APPEARANCE:..... | 11 |
| 00-1.16 SURVEY STAKING:..... | 11 |
| 00-1.17 DE-MOBILIZATION:..... | 12 |
| 00-1.18 TRAFFIC CONTROL SYSTEM / PUBLIC CONVENIENCE / PUBLIC SAFETY:..... | 12 |
| 00-1.19 ORDER OF WORK..... | 13 |
| DIVISION I GENERAL PROVISIONS | 14 |
| 1 GENERAL..... | 14 |
| 2 BIDDING..... | 16 |
| 5 CONTROL OF WORK..... | 16 |
| 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC..... | 21 |
| DIVISION II GENERAL CONSTRUCTION | 21 |
| 10 GENERAL..... | 21 |
| 11 QUALITY CONTROL AND ASSURANCE | 22 |
| 12 TEMPORARY TRAFFIC CONTROL..... | 22 |
| 13 WATER POLLUTION CONTROL..... | 27 |
| WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION):..... | 27 |
| 14 ENVIRONMENTAL STEWARDSHIP | 33 |

| | |
|---|----|
| 15 EXISTING FACILITIES..... | 33 |
| 16 CLEARING AND GRUBBING | 36 |
| DIVISION III GRADING..... | 36 |
| 19 EARTHWORK | 36 |
| 20 LANDSCAPE..... | 36 |
| DIVISION V SURFACINGS AND PAVEMENTS..... | 37 |
| 37 BITUMINOUS SEALS | 37 |
| 39 HOT MIX ASPHALT | 37 |
| COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS: | 48 |
| 40 CONCRETE PAVEMENT..... | 50 |
| DIVISION VI STRUCTURES..... | 50 |
| 51 CONCRETE STRUCTURES..... | 50 |
| 52 REINFORCEMENT | 51 |
| 56 SIGNS..... | 51 |
| DIVISION VII DRAINAGE..... | 51 |
| 65 CONCRETE PIPE | 51 |
| 73 CONCRETE CURBS AND SIDEWALKS..... | 51 |
| 80 FENCES | 52 |
| DIVISION IX TRAFFIC CONTROL FACILITIES | 52 |
| 83 RAILINGS AND BARRIERS..... | 52 |
| 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS | 52 |
| 85 PAVEMENT MARKERS | 53 |
| 86 ELECTRICAL SYSTEMS | 53 |
| DIVISION X MATERIALS..... | 54 |
| 90 CONCRETE..... | 54 |

DIVISION 0 COUNTY PROVISIONS

00 COUNTY MISCELLANEOUS

00-1.01 PROJECT DESCRIPTION:

Attention is directed to Section 4 "SCOPE OF WORK" of the Standard Specifications.

In general this project proposes to construct improvements at Fred Waring Drive, from Adams Street to Port Maria Road, in the City of La Quinta and Bermuda Dunes area of Riverside County.

The proposed improvements will include the following:

- A. Road improvement : The project proposes to construct roadway improvements to widen the road to six lanes, with landscaped median, bike lane (south side) and drainage improvements. To accommodate the widening and minimize adjacent property impacts, the road profile will be raised along portions of the project length.
- B. Widening lane : The project would widen the existing roadway from four to six lanes, along with a stamped colored concrete lane on the north side.
- C. Modification of traffic signal : Modify existing traffic signals at the northeast corner Adams Street/Fred Waring Drive and at all four corners of Dune Palms Road/Fred Waring Drive.
- D. Soundwall :Reconstruct the existing walls along the south side of the road with new walls of approximately 2 foot greater height and associated aesthetic treatments.
- E. Associated improvements: The change in road width and profile required new driveways and approaches to match the new elevated street profile. Landscaping, walls and fences will be reconstructed as needed to transition or accommodate the new improvements. The La Quinta Palms entrance on the south side will also be improved and reconstructed to the raised profile of the new roadway. Utilities and facilities will be adjusted or relocated as needed to accommodate the improvements.
- F. Contractor shall adjust existing water valve covers to grade in accordance with CVWD standard Specifications and standard plans. CVWD will inspect the work done on their utilities. Contractor shall coordinate with CVWD for inspection.

00-1.02 NOTICE:

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

The "Contractor's Proposal" has been re-titled as is now the "Bid". 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.

00-1.03 TIME OF COMPLETION:

The Contractor shall diligently prosecute the work to completion before the expiration of 120 working days from the date stated in the "Notice to Proceed".

00-1.04 LIQUIDATED DAMAGES:

The Contractor shall pay to the County the sum of \$ 5,400 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Time of Completion Special Provision.

Additional Liquidated Damages:

Project Appearance: In addition to the liquidated damages set forth above, refer to Special Provisions Section "00-1.15", "PROJECT APPEARANCE", subsection Liquidated Damages.

Signal and Highway Lighting System: In addition to the liquidated damages set forth above, refer to Appendix "D" "Electrical System Specifications", subsection "Liquidated Damages" on page 3 of 26.

Supplemental General Conditions: In addition to the liquidated damages set forth above, refer to Appendix "E" "Landscape Technical Specifications", subsection 3.0 "Liquidated Damages" starting on page 1 of 58.

00-1.04.1 ADDITIONAL WORKING DAY RESTRICTIONS AND LIQUIDATED DAMAGES:

The 1st working day is the 15th day after the issuance of Notice to Proceed.

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

1. Baseline Progress Schedule (Critical Path Method),
2. Storm Water Pollution Prevention Plan (SWPPP),
3. Traffic Control Plan
4. Notification of Dispute Resolution Advisor (DRA) or Dispute Review Board (DRB) nominee and disclosure statement as specified in Section 5-1.15, "Dispute Resolution," of the Standard Specifications.

You may enter the job site only to measure controlling field dimensions and locating utilities. Do not start other work activities until all the submittals from the above list are approved.

You may start work at the job site before the 15th day after the issuance of Notice to Proceed if:

1. You obtain required approval for each submittal before the 15th day
2. The Engineer authorizes it in writing

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

00-1.05 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:

In addition to the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents, the Contractor's Certificate of Insurance and additional insured endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. The City of La Quinta, its elected and appointed officials, employees, agents, and representatives,
2. Coachella Valley Association of Government (CVAG), its elected and appointed officials, employees, agents, and representatives,
3. Riverside County Transportation Commission (RCTC), its elected and appointed officials, employees, agents, and representatives,
4. Coachella Valley Water District (CVWD), its elected and appointed officials, employees, agents, and representatives,
5. Myoma Dunes Water Company, its elected and appointed officials, employees, agents, and representatives,
6. Imperial Irrigation District (IID), its officers, employees, agents, and representatives,
7. La Quinta Palms Home Owner's Association– Merit Property Management, 43-100 Cook Street, Suite 103, Palm Desert CA 92211), their employees, agents, and representatives,
8. Bermuda Dunes Security Associations, their property management company, employees, agents, and representatives,

Each of the above listed entities shall also be held harmless, in accordance with the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents.

Payment

Full compensation for compliance 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.

00-1.06 ENCROACHMENT PERMIT:

It shall be the responsibility of the Contractor to obtain a City of La Quinta Encroachment Permit for work within their jurisdiction or (Right of Way). The request submitted by the Contractor for payment for Encroachment Permit fees paid upon completion of all work done within Right-Of-Way shall include copies of the Encroachment Permit and all receipts and refund payment documents.

Payment

Full compensation for the actual cost of the Encroachment Permit fees, as paid by the Contractor to the City of La Quinta shall be made on a force account basis. No markups will be allowed. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

00-1.07 PROGRESS PAYMENT RESTRICTIONS:

Attention is directed to Sections 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

- | | |
|---|--------------|
| A. Water Pollution control /Prepare SWPPP | \$ 15,000.00 |
| B. Develop Water Supply | \$ 8,000.00 |
| C. Clearing and Grubbing | \$ 50,000.00 |

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No progress payment will be made for any materials ordered, furnished, delivered and/or stored that are not incorporated in the construction project.

00-1.08 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 project will not be accepted as 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 the conclusion of this project.

Payment

Full compensation for maintaining and compiling the Record Drawings shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

00-1.09 COOPERATION:

Attention is directed to Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.36D, "Non-highway Facilities," of the Standard Specifications.

Should construction be under way by other forces, or by other Contractors, adjacent to the work specified, the Contractor shall cooperate to avoid delay or hindrance to such construction.

It is anticipated that work by another Contractor may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The following table is a lists of contracts anticipated to be in progress during this project.

| Owner | Location | Type of Work |
|------------------------------|---|--|
| Myoma Dunes Water Company | Fred Waring, Adams St. to Port Maria | Water Main Replacement |
| The Gas Company | Various | Service relocations if needed |
| Imperial Irrigation District | Approx. Sta. 70 and between west of Dune Palms & Port Maria | Adjustment of Vault, Cabling and other work associated with underground distribution system. |
| CVWD | Various | Adjustments to grade, north side of centerline. |
| Time Warner Cable | Various | Relocations of appurtenances. |
| Verizon Communications | Various | Relocations of appurtenances. |

The Contractor shall provide traffic control as required to support the above described work.

The Contractor shall communicate on a regular basis with the other Contractors and agencies responsible for the other near vicinity interchanges.

Contractor is required to attend all construction progress meetings for this project.

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 that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6-2.02, "Possible Local Material Sources" or Section 6-2.03, "Mandatory Local Material Sources", each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible for Signal and Highway Lighting System in addition to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused to the other due to unnecessary delays or failure to finish the work within the time specified for completion.

A Traffic Safety Team will be required for this project. The Contractor shall plan on having no less than a Superintendent attend two of these meetings a month for a minimum of one hour. The Engineer will set up meetings as determined necessary. The cost of attending these meetings shall be included in the cost of performing traffic control and no additional compensation will be provided therefor.

Payment

Full compliance with the requirements of this item including cooperating and coordinating with other Contractors, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

00-1.10 PARTNERING:

Attention is directed to Section 5-1.09, "Partnering" of the Standard Specifications.

The County of Riverside will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the County of Riverside and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

00-1.11 JOB SITE 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. |

Though not posters, but included in the listing above, are the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted at the job site.

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.

00-1.12 OBSTRUCTIONS

Attention is directed to General Condition's item 27, "Obstructions".

Attention is directed to Sections 5-1.36, "Property and Facility Preservation", 15, "Existing Facilities" 7-1.05 "Indemnification" and 7-1.06 "Insurance" of the Standard Specifications and these Special Provisions.

Existing utility and privately owned facilities shall be protected in accordance with Section 5-1.36, "Property and Facility Preservation" 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 5-1.20, "Coordination with other Entities" 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.

The Contractor is advised that abandoned or active utility facilities may exist within the project limits, which were not known to the design engineer and which are not shown on the plans. The Contractor shall immediately inform the Engineer if any such utility facilities are encountered within the project limits so that resolution can be initiated if a conflict exists. Any utility facilities that have been encountered, and which have been determined by the Engineer to be abandoned, shall be cut and capped and disposed-of as directed by the Engineer. Removal, capping and disposal of abandoned utility conduits, conductors, pipe and other facilities shall be considered as incidental excavation, and shall be included in the contract unit price for Clearing and Grubbing or Excavation, and no additional compensation will be allowed therefor.

In the event that the Contractor encounters abandoned or active Asbestos Cement pipe, or any other utility facility containing or suspected of containing asbestos, the Contractor shall immediately notify the Engineer, and will cease work in the vicinity of the encountered material. The Engineer will endeavor to have any such conflicting facilities

removed or relocated by the owner of the facilities. If so ordered by the Engineer, the Contractor or his sub-contractor will remove and dispose of abandoned utility facilities containing or suspected of containing asbestos accordance with the health and safety requirements for handling the material, using properly trained and licensed personnel. Said work shall be considered as extra work.

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

| | |
|-----------------------------------|--------------|
| Underground Service Alert | 800-227-2600 |
| Imperial Irrigation District | 760-398-5820 |
| Coachella Valley Water District | 760-398-2651 |
| Myoma Dunes Mutual Water District | 760-772-1967 |
| Southern California Gas Company | 909-335-7561 |
| Time Warner Cable | 760-674-5439 |
| Verizon Communications | 760-674-5433 |

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 15-2.10B, "Adjust 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 Contractor 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 possible.
9. Contractor shall repair damaged signals detector loops

Payment

Full compensation for initial lowering of surface utilities facilities shall be considered as included in the contract price paid for Hot Mix Asphalt, and no additional compensation will be allowed therefor.

00-1.13 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.

When any material is to be disposed of outside the highway right of way, and the County 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 Contractor shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County 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.

Payment

Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the various contract items of work and no additional compensation will be allowed therefor.

00-1.14 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 manufacturer'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.

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.

00-1.15 PROJECT APPEARANCE:

Attention is directed to General Condition 26, "Use, Care and Protection of Premises."

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

The Contractor must 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.
- C. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

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

Liquidated Damages: If the Contractor fails to comply with the requirements of this Special Provision the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every calendar day's delay after the expiration of 48 hours notification from the Engineer.

Payment

Full compensation for conforming to the requirements of this section, Project Appearance, shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

00-1.16 SURVEY STAKING:

Section 5-1.26, "Construction Surveys" of the Standard Specifications is deleted and replaced with the following provisions.

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

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

Contractor must submit a written request for County furnished construction staking before, or immediately after, 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 Contractor a minimum of two (2) Business Days prior to the installation of the requested construction staking. The County shall receive written survey request on operating Business Day, Monday through Thursday, and prior to 4:00 p.m. Requests received after 4:00 p.m. or on any other day, shall be considered as submitted at 7:30 a.m. the next Business Day.

Contractor must preserve primary survey control monuments and marks, construction stakes and construction marks placed by the County. Survey costs are incurred by the County; however, if the Contractor fails to protect and/or destroys these survey items, the County shall replace them at the County's earliest convenience and deduct the cost of replacement from payment due to the Contractor.

00-1.17 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.

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 progress payments will be made for De-Mobilization.

00-1.18 TRAFFIC CONTROL SYSTEM / PUBLIC CONVENIENCE / PUBLIC SAFETY:

Stage Construction and Traffic Handling plans are being provided. Contractor will be responsible to implement those plans. Contractor shall furnish and install and maintain traffic control devices shown and required on the plans.

Bidders attention is especially directed to Sections 7-1.02K(6), 7-1.03, 7-1.04, 5-1.36, 7-1.05, 7-1.06, and Section 12 of the State of California Standard Specifications. Section 12-2.03 "Flagging Cost" of the Standard Specifications is deleted.

Maintaining traffic shall conform to the provisions in 5-1.37B "Load Limits", 7-1.02K(6) "Occupational Safety and Health Standards", 7-1.03 "Public Convenience", 7-1.04 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2012 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.

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 2012 California Manual of Uniform Traffic Control Devices (MUTCD), 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 pot holes.

No payment for extra work will be allowed for work performed as specified in Section 12-1.02 (Flaggers) and 2-1.03 (Flagging Costs) of the Standard Specifications. Flagging costs will be borne entirely by the Contractor.

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to prepare, print sufficient copies, and distribute the letter. The Transportation Department and the City of La Quinta logos 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 information letter shall be approved by the Engineer and the City of La Quinta prior to distribution.

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

Payment

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices shown on the construction staging and traffic control plans, including construction area signs, channelizers, portable changeable message signs, temporary pavement markers, temporary traffic stripes, graffiti removal and cleaning, and including Traffic Control for utility work as described in section 00-1.09 "Cooperation", shall be considered as included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

00-1.19 Order of Work

Refer to Appendix "E" page 46 of 58, Section "308-6.1.3 Contract Termination". County will administer this project. Requirements within these referenced provisions will be processed by the County's Engineer and approved by the Director of TLMA.

**DIVISION I GENERAL PROVISIONS
1 GENERAL**

Add to section 1-1.01:

Bid Items and Applicable Sections

| Item code | Item description | Applicable section |
|-----------|---|--------------------|
| 000003 | <u>ADJUST MANUAL DRIVEWAY SLIDE GATE</u> | 15 |
| 000003 | <u>ADJUST MOTORIZED DRIVEWAY SLIDE GATE</u> | 15 |
| 000003 | <u>ADJUST PEDESTRIAN GATES</u> | 15 |
| 000003 | <u>REMOVE BLOCKWALL</u> | 15 |
| 000003 | <u>REMOVE AND SALVAGE PLANTER BLOCK WALL ON PROPERTY</u> | 15 |
| 000003 | <u>SALVAGE ROCK HARDSCAPE</u> | 15 |
| 000003 | <u>REMOVE AND SALVAGE PICKET FENCE</u> | 15 |
| 000003 | <u>REMOVE TREE</u> | 15 |
| 000003 | <u>RECONSTRUCT MONUMENT SIGN</u> | 15 |
| 000003 | <u>WALL PLAQUE</u> | 15 |
| 000003 | <u>POST MOUNTED MAILBOX</u> | 15 |
| 000003 | <u>WALL MOUNTED MAILBOX</u> | 15 |
| 000003 | <u>DRIVEWAY PAVING WITH CONCRETE PAVERS</u> | 73 |
| 000003 | <u>RECONSTRUCT PILASTER TO MATCH EXISTING</u> | 15 |
| 000003 | <u>REMOVE AND RECONSTRUCT GATE TRENCH</u> | 15 |
| 000003 | <u>CONSTRUCT GATE TRENCH</u> | 15 |
| 000003 | <u>REMOVE AND RECONSTRUCT CONCRETE STEPS</u> | 51 |
| 000003 | <u>CONSTRUCT CONCRETE STEPS</u> | 51 |
| 000003 | <u>CONSTRUCT DUMPSTER ENCLOSURE</u> | 15 |
| 000003 | <u>REMOVE AND RECONSTRUCT WROUGHT IRON FENCE</u> | 15 |
| 000003 | <u>REMOVE AND RECONSTRUCT WROUGHT IRON FENCE</u> | 15 |
| 000003 | <u>JUNCTION STRUCTURE (LA QUINTA STD PLAN NO. 352)</u> | 51 |
| 000003 | <u>MH FRAME AND COVER PRESSURE TYPE (RCFC&WCD MH 256)</u> | 51 |
| 000003 | <u>MINOR CONCRETE (PCC RETAINING CURB)</u> | 51 |
| 000003 | <u>MINOR CONCRETE (SPLIT GRADE MEDIAN NOSE)</u> | 51 |
| 000003 | <u>REMOVE AND RECONSTRUCT WROUGHT IRON FENCE</u> | 15 |

| | | |
|---------------|--|-----------|
| <u>019901</u> | <u>DE-MOBILIZATION</u> | <u>9</u> |
| <u>000003</u> | <u>REMOVE AND RECONSTRUCT PEDESTRIAN GATE</u> | <u>15</u> |
| <u>000003</u> | <u>SOUNDWALL - LA QUINTA PALMS</u> | <u>58</u> |
| <u>000003</u> | <u>SOUNDWALL - RANCHO OCOTILLO</u> | <u>58</u> |
| <u>000003</u> | <u>TEMPORARY PAVEMENT (DETOUR)</u> | <u>39</u> |
| <u>000003</u> | <u>TRAFFIC SIGNAL - ADAMS</u> | <u>86</u> |
| <u>000003</u> | <u>TRAFFIC SIGNAL - DUNE PALMS</u> | <u>86</u> |
| <u>000003</u> | <u>TRASH RACK (SPPWC STD 361-2)</u> | <u>70</u> |
| <u>017317</u> | <u>MINOR CONCRETE (CROSS GUTTER AND SPANDREL)</u> | <u>73</u> |
| <u>066102</u> | <u>DUST ABATEMENT</u> | <u>14</u> |
| <u>000003</u> | <u>REMOVE MAILBOX</u> | <u>15</u> |
| <u>17003E</u> | <u>CATCH BASIN (W=4', LA QUINTA STD PLAN NO. 300)</u> | <u>51</u> |
| <u>017102</u> | <u>MANHOLE (RCFC&WCDS MH 256)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (MINOR STRUCTURE, 4' X 0.5' RCB)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (MINOR STRUCTURE, 4' X 0.67' RCB)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (MINOR STRUCTURE, 4.5' X 0.5' RCB)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (MINOR STRUCTURE, 7' X 0.5' RCB)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (MINOR STRUCTURE, 7' X 1' RCB)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (TRANSITION STRUCTURE)</u> | <u>51</u> |
| <u>510502</u> | <u>MINOR CONCRETE (CURB DRAIN SYSTEM PER DETAIL IN SHEET C-15)</u> | <u>51</u> |
| <u>017307</u> | <u>MINOR CONCRETE (TYPE "C" CURB RCTD)</u> | <u>73</u> |
| <u>017309</u> | <u>MINOR CONCRETE (TYPE "D" CURB RCTD)</u> | <u>73</u> |
| <u>000003</u> | <u>MINOR CONCRETE (CONCRETE STRIP)</u> | <u>73</u> |
| <u>731502</u> | <u>MINOR CONCRETE (PCC RIBBON DRAIN)</u> | <u>73</u> |
| <u>000003</u> | <u>MINOR CONCRETE (GUTTER WITH CURB)</u> | <u>73</u> |
| <u>731507</u> | <u>MINOR CONCRETE (GUTTER DEPRESSION)</u> | <u>73</u> |
| <u>731623</u> | <u>MINOR CONCRETE (CURB RAMP CASE B CITY OF LQ)</u> | <u>73</u> |
| <u>017316</u> | <u>MINOR CONCRETE (CURB RAMP CASE B RCTD)</u> | <u>73</u> |

Replace 31st paragraph of section 1.07B with:

Department: Riverside County Transportation Department.

Replace 83rd paragraph of section 1.07B with:

State: County of Riverside

AA

2 BIDDING

Note No.1 Refer to "Instruction to Bidders" and "General Conditions" sections for bidding information

NoteNo2: Section 2 "Bidding" of standard Specifications does not apply. Refer to Note No.1 above.

AA

5 CONTROL OF WORK

Replace section 5-1.21with:

5-1.21 WORK ON PROPERTIES OUTSIDE OF RIGHT-OF-WAY

5-1.21A General

There are items of contract work outside of the County of Riverside and City of La Quinta right-of-way within adjacent properties. You must provide notifications to property owners prior to starting work adjacent to and within the properties. When working within adjacent properties, coordinate your work with the property owners to maintain access to the property and provide parking for vehicles. Limit your work activities to the area of the temporary construction easements within each property. Your work within each property must be scheduled and completed in a timely manner to minimize inconvenience and loss of use of the property to the property owner.

5-1.21B Work on Properties on North Side of Fred Waring Drive

Maintain pedestrian access to the properties at all times, except on those properties where the rear yards abut Fred Waring Drive. Except for times of constructing the driveway, maintain vehicular access to the properties. When property walls and gates are removed and being reconstructed, install temporary security fencing and gates with privacy screening to secure properties.

5-1.21C Work on Single-Family Properties on South Side of Fred Waring Drive

No pedestrian access will be permitted to the rear yards of these properties. Limit the number of lots where wall construction is done such that work within each lot can be substantially completed within two weeks. When existing rear walls are removed, install temporary security fencing with privacy screening to secure properties. For properties with swimming pools and spas, fencing shall meet requirements of the Swimming Pool Safety Act. Install protective covering over pools and spas to prevent construction debris from entering the pools and spas.

5-1.21C Work on La Quinta Palms on South Side of Fred Waring Drive

Maintain pedestrian and vehicular access to the property at all times. Maintain and keep in operation the automatic gate entry and callbox system at all times. When walls are removed and being reconstructed, install temporary security fencing and gates with privacy screening to secure property.

Add to section 5-1.09A:

The Department encourages the project team to exhaust the use of partnering in dispute resolution before engagement of an objective third party.

For certain disputes, a facilitated partnering session or facilitated dispute resolution session may be appropriate and effective in clarifying issues and resolving all or part of a dispute.

To afford the project team enough time to plan and hold the session, a maximum of 20 days may be added to the DRB referral time following the Engineer's response to a *Supplemental Potential Claim Record*.

To allow this additional referral time, the project team must document its agreement and intention in the dispute resolution plan of the partnering charter. The team may further document agreement of any associated criteria to be met for use of the additional referral time.

If the session is not held, the DRB referral time remains in effect as specified in section 5-1.43.

Replace the 1st paragraph of section 5-1.23B(1) with:

Action submittals include:

1. Shop drawings
2. Product data
3. Samples and mockups
4. Test samples
5. Quality control plans
6. Work plans
7. Material sources
8. Test data, test results, and evaluation reports

Add to section 5-1.36D:

The utility owner will relocate a utility shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation

Specific work to be performed is as shown on the below table.

| Owner | Location | Type of Work | Working Days |
|------------------------------|---|--|--------------------|
| Myoma Dunes Water Company | Fred Waring, Adams St. to Port Maria | Water Main Replacement | 30 |
| The Gas Company | Various | Service relocations if needed | 10 |
| Imperial Irrigation District | Approx. Sta. 70 and between west of Dune Palms & Port Maria | Adjustment of Vault, Cabling and other work associated with underground distribution system. | As required by IID |
| CVWD | Various | Adjustments to grade, north side of centerline. | 5 |
| Time Warner Cable | Various | Relocations of appurtenances. | 5 |
| Verizon Communications | Various | Relocations of appurtenances. | 10 |

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

In general 20 non-exclusive working days shall be allowed to any misc. utility work that may not be otherwise covered under the established utility windows.

Utility Relocation and Contractor-Arranged Time for the Relocation

| Utility | Utility address | Location |
|--|--|--|
| <u>Myoma Dunes Water Company</u> <u>Fire Hydrant Replacement</u> | <u>79-050 Avenue 42</u> <u>Bermuda Dunes, CA 92203</u> <u>POC: Mark Meeler</u> <u>(760) 772-1967</u> | <u>Sta 58+00</u> <u>Sta 62+15</u> <u>Sta 65+15</u> <u>Sta 68+51</u> <u>Sta 73+19</u> <u>Sta 77+80</u> <u>Sta 82+35</u> <u>Sta 86+05</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Myoma Dunes Water Company</u> <u>Water Meter and Water Valve Replacement</u> | <u>79-050 Avenue 42</u> <u>Bermuda Dunes, CA 92203</u> <u>POC: Mark Meeler</u> <u>(760) 772-1967</u> | <u>Sta 54+00 WV</u> <u>Sta 55+02 WM</u> <u>Sta 56+04 2WM</u> <u>Sta 57+06 WM</u> <u>Sta 58+00 WV</u> <u>Sta 59+10 2WM</u> <u>Sta 61+04 2WM</u> <u>Sta 62+10 2WV</u> <u>Sta 64+00 2WM</u> <u>Sta 65+15 WV</u> <u>Sta 66+24 2WM</u> <u>Sta 68+51 2WM</u> <u>Sta 68+55 WV</u> <u>Sta 70+26 WM</u> <u>Sta 71+46 WM</u> <u>Sta 73+20 2WM</u> <u>Sta 75+50 2WM</u> <u>Sta 77+80 2WM</u> <u>Sta 77+85 WV</u> <u>Sta 79+11 WM</u> <u>Sta 81+30 2WM</u> <u>Sta 82+40 WV</u> <u>Sta 84+72 2WM</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Coachella Valley Water District</u> <u>adjust sewer manholes to FG</u> | <u>PO Box 1058</u> <u>Coachella, CA 92236</u> <u>POC: Tyler Hull</u> <u>(760) 398-2661</u> <u>ext.2571</u> | <u>Sta 56+25</u> <u>Sta 58+95</u> <u>Sta 62+60</u> <u>Sta 66+75</u> <u>Sta 69+45</u> <u>Sta 72+15</u> <u>Sta 76+00</u> <u>Sta 79+95</u> <u>Sta 82+90</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Coachella Valley Water District</u> <u>adjust water valves to FG</u> | <u>PO Box 1058</u> <u>Coachella, CA 92236</u> <u>POC: Tyler Hull</u> <u>(760) 398-2661</u> <u>ext.2571</u> | <u>Approx. Sta 72+70 3WV (south of Fred Waring Drive center line)</u> |
| <u>Imperial Irrigation District</u> <u>- Power for Landscaping Feed point</u> | <u>81-600 Avenue 58, La Quinta, California 92253</u> <u>POC: Carlos Puente</u> <u>(760) 398-5837</u> | <u>Sta 66+80</u> |

| | | |
|--|--|--|
| <u>Imperial Irrigation District - New Street Light and new transformer to be installed</u> | <u>81-600 Avenue 58, La Quinta, California 92253</u> <u>POC: Carlos Puente (760) 398-5837</u> | <u>Sta 81+35 to 82+35</u> <u>Sta 84+70 to 85+95</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Imperial Irrigation District - vault to be relocated per plan</u> | <u>81-600 Avenue 58, La Quinta, California 92253</u> <u>POC: Carlos Puente (760) 398-5837</u> | <u>Sta 69+95</u> <u>(south of Fred Waring Drive center line)</u> |
| <u>Verizon adjust telephone manholes to FG</u> | <u>295 N. Sunrise Way Palm Springs, CA 92262</u> <u>POC: Larry Moore (760) 778-3603</u> | <u>Sta 59+70</u> <u>Sta 67+20</u> <u>Sta 74+15</u> <u>Sta 84+00</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Verizon cabinet and box to be relocated per plan</u> | <u>295 N. Sunrise Way Palm Springs, CA 92262</u> <u>POC: Larry Moore (760) 778-3603</u> | <u>Sta 62+20</u> <u>Sta 67+00</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Verizon B- box to be relocated per plan</u> | <u>295 N. Sunrise Way Palm Springs, CA 92262</u> <u>POC: Larry Moore (760) 778-3603</u> | <u>Sta 86+15</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Verizon pull boxes & pedestal - relocate or adjust to FG</u> | <u>295 N. Sunrise Way Palm Springs, CA 92262</u> <u>POC: Larry Moore (760) 778-3603</u> | <u>Sta 56+00 PB</u> <u>Sta 60+10 PB</u> <u>Sta 66+95 PB</u> <u>Sta 73+25 PB</u> <u>Sta 75+45 - 2 PB</u> <u>Sta 79+35 PB</u> <u>Sta 80+20 PB</u> <u>Sta 81+40 PB</u> <u>Sta 83+30 PB</u> <u>Sta 84+70 - 2 PB</u> <u>Sta 84+70 pedestal</u> <u>(north of Fred Waring Drive center line)</u> <u>Sta 77+90 PB</u> <u>(south of Fred Waring Drive center line)</u> |
| <u>Time Warner Cable relocate or adjust cabinets</u> | <u>83-473 Avenue 45 Indio, CA 92201</u> <u>POC: Bob Loots (760) 250-0378</u> | <u>Sta 77+80</u> <u>(north of Fred Waring Drive center line)</u> |
| <u>Time Warner Cable relocate or adjust pull boxes to FG</u> | <u>83-473 Avenue 45 Indio, CA 92201</u> <u>POC: Bob Loots (760) 250-0378</u> | <u>Sta 67+30</u> <u>Sta 69+95</u> <u>(south of Fred Waring Drive center line)</u> <u>Sta 80+20</u> <u>Sta 84+70</u> <u>Sta 86+10</u> <u>(north of Fred Waring Drive center line)</u> |

The utilities shown in the following table will not be rearranged. The utilities may interfere with drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.

11 QUALITY CONTROL AND ASSURANCE

Add to section 11-2.01:

The following must comply with the specifications for PC concrete QC:

Add to section 11-3.02A:

The following must comply with the specifications for welding QC:

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-2 with:

12-2 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.01 GENERAL

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

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction. (The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.)

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

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

Riverside County Transportation Department
86-199 Airport Blvd.
Thermal, California 92274
Telephone (760) 399-5136

12-2.04 PAYMENT

The contract price paid per each for Construction Project Funding Identification Sign under bid item Project Identification Sign, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

Add to section 12-4.02A:

Designated holidays are as shown in the following:

Designated Holidays

| Holiday |
|---|
| January 1st |
| January 2nd when it falls on a Friday |
| 3rd Monday in January |
| February 12th |
| 3rd Monday in February |
| Last Monday in May |
| July 4th |
| 1st Monday in September |
| 2nd Monday in October |
| November 11th |
| Thanksgiving Day |
| Friday following Thanksgiving Day |
| December 24th when it falls on a Monday |
| December 25th |
| December 26th when it falls on a Friday |
| December 31st when it falls on a Monday |

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If January 1st, February 12th, July 4th, November 11th, or December 25th fall on a Saturday, the preceding Friday is a designated holiday.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators 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. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be placed as ordered by the Engineer and at least 48 by 48 inches in size. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

A minimum of 1 paved traffic lane not less than 12 feet wide must be open for use by traffic in each direction of travel.

Replace "Reserved" in section 12-4.04 with:

| Lane Closure Restriction for Designated Holidays and Special Days | | | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|-----|-----|-----|
| Thu | Fri | Sat | Sun | Mon | Tues | Wed | Thu | Fri | Sat | Sun |
| x | H xx | xx | xx | | | | | | | |
| | SD xx | | | | | | | | | |
| x | xx | H xx | xx | | | | | | | |
| | | SD xx | | | | | | | | |
| | x | xx | H xx | xx | | | | | | |
| | | | SD xx | | | | | | | |
| | x | xx | xx | H xx | xxx | | | | | |
| | x | xx | xx | SD xx | xxx | | | | | |
| | | | | x | H xx | | | | | |
| | | | | x | SD xx | | | | | |
| | | | | | x | H xx | | | | |
| | | | | | | SD xx | | | | |
| | | | | | | x | H xx | xx | xx | xx |
| | | | | | | | SD xx | | | |

Legend:

| | |
|-----|---|
| | Refer to lane requirement charts |
| x | The full width of the traveled way must be open for use by traffic after 7am. |
| xx | The full width of the traveled way must be open for use by traffic. |
| xxx | The full width of the traveled way must be open for use by traffic until 7pm. |
| H | Designated holiday |
| SD | Special day |

Replace section 12-8 with:

12-8 TEMPORARY PAVEMENT DELINEATION

12-8.01 GENERAL

Section 12-8 includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Temporary signing for no-passing zones must comply with section 12-3.06.

Temporary painted traffic stripes and painted pavement markings used for temporary delineation must comply with section 84-3.

12-8.02 MATERIALS

12-8.02A General

Not Used

12-8.02B Temporary Lane Line and Centerline Delineation

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day/night use, 14 days or less, or long-term day/night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions.

12-8.02C Temporary Edge Line Delineation

On multilane roadways, freeways, and expressways open to traffic where edge lines are obliterated and temporary pavement delineation to replace those edge lines is not shown, provide temporary pavement delineation for:

1. Right edge lines consisting of (1) a solid 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, or (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet
2. Left edge lines consisting of (1) solid 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet, or (4) temporary pavement markers placed longitudinally at intervals not exceeding 6 feet

12-8.02D Temporary Traffic Stripe Tape

Not Used

12-8.02E Temporary Traffic Stripe Paint

Not Used

12-8.02F Temporary Pavement Marking Tape

Not Used

12-8.02G Temporary Pavement Marking Paint

You may use one of the types of temporary removable pavement marking tape or permanent pavement marking tape on the Authorized Material List instead of temporary pavement marking paint.

12-8.02H Temporary Pavement Markers

Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for long term day/night use, 180 days or less.

12-8.03 CONSTRUCTION

12-8.03A General

Wherever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for the temporary pavement delineation including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement delineation must be reapplied after 180 days.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the temporary pavement markers, underlying adhesive, and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

12-8.03B Temporary Lane line and Centerline Delineation

Whenever lane lines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. For temporary pavement markers on the Authorized Material List for long-term day/night use, 180 days or less, cement the markers to the surfacing with the adhesive recommended

by the manufacturer except do not use epoxy adhesive to place the pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers on the Authorized Material List for short-term day/night use, 14 days or less, place the markers longitudinally at intervals not exceeding 24 feet. Do not use the markers for more than 14 days on lanes opened to traffic. Place the permanent pavement delineation before the end of the 14 days. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the pattern specified or shown for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

12-8.03C Temporary Edge Line Delineation

You may apply temporary painted traffic stripe where removal of a 4-inch wide traffic stripe is not required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement under section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

12-8.03D Temporary Traffic Stripe Tape

Not Used

12-8.03E Temporary Traffic Stripe Paint

Apply 1 or 2 coats of temporary traffic stripe paint for new or existing pavement.

The painted temporary traffic stripe must be complete in place at the location shown before opening the traveled way to traffic. Removal of painted temporary traffic stripe is not required.

12-8.03F Temporary Pavement Marking Tape

Not Used

12-8.03G Temporary Pavement Marking Paint

Apply and maintain temporary pavement markings consisting of painted pavement markings at the locations shown. The painted temporary pavement marking must be complete in place at the location shown before opening the traveled way to traffic. Removal of painted temporary pavement marking is not required.

Apply 1 or 2 coats of temporary pavement marking paint for new or existing pavement.

12-8.03H Temporary Pavement Markers

Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the manufacturer's recommended adhesive, except do not use epoxy adhesive in areas where removal of the pavement markers is required.

You may use retroreflective pavement markers specified in section 85 instead of temporary pavement markers for long term day/night use, 30 days or less, except to simulate patterns of broken traffic stripe. Retroreflective pavement markers used for temporary pavement markers must comply with section 85, except the waiting period before placing pavement markers on new HMA surfacing as specified in section 85-1.03 does not apply. Do not use epoxy adhesive to place pavement markers in areas where removal of the pavement markers is required.

Temporary pavement markers must be complete in place before opening the traveled way to traffic.

13 WATER POLLUTION CONTROL

Add following to section 13-1.01 General:

WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION):

Throughout the term of this contract, the total land disturbance area of the project site is more than 1 acre. County will submit a Notice of Intent (NOI) to the California State Water Resources Control Board for compliance with the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (hereafter referred to as the Construction General Permit), which is available at: (http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml).

The Area-Wide Municipal Stormwater Permit NPDES No. CAS617002, hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Colorado River Basin 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, 14th Street Transportation Annex, 3525 14th Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at: <http://www.swrcb.ca.gov/rwqcb7>

The Contractor shall comply with the requirements of Construction General Permit, the Municipal Permit, and the De Minimus Permit.

Contractor's Stormwater Pollution Prevention Plan and Monitoring Program (SWPPP/MP) shall be prepared by a Qualified SWPPP Developer in accordance with the Construction General Permit Section I.M.77.

This project is a Risk Level 1 project under the Construction General Permit. Therefore, Contractor's SWPPP/CSMP shall also conform to Attachment C, Risk Level 1 Requirements of the Construction General Permit.

WATER POLLUTION CONTROL MEASURES

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

1. A California registered professional civil engineer;
2. A California registered professional geologist or engineering geologist;
3. A California registered landscape architect;
4. A professional hydrologist registered through the American Institute of Hydrology;
5. A Certified Professional in Erosion and Sediment Control™ (CPESC®) registered through EnviroCert International, Inc.; or
6. A Certified Professional in Storm Water Quality™ (CPSWQ®) registered through EnviroCert International, Inc.;

In addition, the SWPPP/CSMP preparer shall hold a valid Qualified SWPPP Developer (QSD) certificate issued by the California Stormwater Quality Association (CASQA).

- D. Contractor shall designate a Water Pollution Control Manager that shall have one of the certifications in the immediately preceding subsection D or one of the following certifications:
1. A certified erosion, sediment and storm water inspector registered through EnviroCert International, Inc.; or
 2. A certified inspector of sediment and erosion control registered through Certified Inspector of Sediment and Erosion Control, Inc.

In addition, the Water Pollution Control Manager shall hold a valid Qualified SWPPP Practitioner (QSP) certificate issued by the California Stormwater Quality Association (CASQA).

E. Contractor's Water Pollution Control Manager shall:

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

F. 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
6. Run-on and Run-off Control

G. 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 SWPPP/CSMP. 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 – Colorado River Basin 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, Construction General Permit,

Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

Within ten (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one (1) pdf. file of the SWPPP/CSMP to the Engineer for review and approval. The Contractor shall allow five (5) working days for the Engineer to review the SWPPP/CSMP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/CSMP within three (3) working days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies and one (1) pdf. file of the approved SWPPP/CSMP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/CSMP and a Waste Discharge Identification Number (WDID) prior to the notice to proceed. The contractor cannot start work, including equipment and material mobilization, stockpiling, clearing and grubbing or any other ground disturbance, without an approved SWPPP and the issuance of the WDID by the State Water Resources Control Board.

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

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP/CSMP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of the Work", of the Standard Specifications.

The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs. All BMP repairs shall also be implemented by the Contractor prior to a qualifying storm event, as defined in the Construction General Permit.

The Contractor shall be responsible for all the "Risk Level 1 Monitoring and Reporting Requirements" described in the General Construction Permit, which includes (but not limited to):

- a. Risk Level 1 - Visual Monitoring (Inspection) Requirements for Qualifying Rain Events
- b. Risk Level 1 - Monitoring Methods
- c. Risk Level 1 - Non-Storm Water Discharge Monitoring Requirements
- d. Risk Level 1 - Non-Visible Pollutant Monitoring Requirements
- e. Risk Level 1 - Records

The Contractor shall be responsible for all of the inspection required by the General Construction Permit (weekly, pre and post storm, quarterly non-stormwater, etc). At the direction, the Contractor shall be responsible for providing any information for annual reporting purposes in electronic format, including inspection reports, photos, NOI, sampling and analysis reports, etc.

The Contractor shall be responsible for obtaining coverage under latest adopted version of the De Minimus Permit and provide notification prior to a regulated discharge. Compliance with the De Minimus Permit is required by the Municipal Permit. This permit regulates non-stormwater discharges to surface waters of various types of wastes that pose an insignificant threat to water quality and includes monitoring and reporting requirements. At least 45 days before the start of a new (De Minimus Permit) discharge, the contractor shall submit an application and obtain the authorization letter from the (the Regional Board's) Executive Officer to discharge wastewater to surface waters. The types of wastewater discharges regulated under this Permit include the following discharges:

- a. Construction dewatering wastes;
- b. Wastes associated with well installation, development, test pumping and purging;
- c. Aquifer testing wastes;
- d. Dewatering wastes from subterranean seepage, except for discharges from utility vaults;

- e. Discharges resulting from hydrostatic testing of vessels, pipelines, tanks, etc.;
- f. Discharges resulting from the maintenance of potable water supply pipelines, tanks, reservoirs, etc.;
- g. Discharges resulting from the disinfection of potable water supply pipelines, tanks, reservoirs, etc.;
- h. Discharges from potable water supply systems resulting from initial system startup, routine startup, sampling of influent flow, system failures, pressure releases, etc.;
- i. Discharges from fire hydrant testing or flushing;
- j. Air conditioning condensate;
- k. Swimming pool discharge;
- l. Discharges resulting from diverted stream flows;
- m. Decanted filter backwash wastewater and/or sludge dewatering filtrate water from water treatment facilities; and
- n. Other similar types of wastes as determined by the Regional Water Board Executive Officer, which pose a de minimus threat to water quality yet must be regulated under waste discharge requirements.

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

Each proposal shall have listed therein the name and address of a local certified laboratory within 50 miles of the project site to whom the bidder proposes to subcontract all laboratory sampling and analysis, monitoring and report preparation necessary to comply with the Construction General Permit, De Minimus and the Municipal Permit, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. The certified laboratory shall have experience with monitoring, sampling and analysis, and report preparation for the Construction General Permit and/or the De Minimus Permit and shall be certified by the State. A list of certified laboratories by the State can be found at:

<http://www.cdph.ca.gov/certlic/labs/Documents/ELAPLablist.xls>

Notice of Termination

Contractor shall perform all work specified within this specification and within the project SWPPP and shall remain responsible for Construction General Permit Compliance until such time the Notice of Termination (NOT) is filed and approved by the California Regional Water Quality Control Board. Within 30 days of completion of construction, the Contractor shall be responsible to collect, compile, and furnish to the County Engineer all necessary backup documentation required to submit for NOT. This documentation shall include at a minimum:

- a. Final Site Map
- b. Final Site Photos
- c. Documents demonstrating achievement of "final stabilization".(computational).
- d. Certification that all construction materials and wastes have been properly disposed.
- e. Certification that all construction equipment and temporary BMPs have been removed from the site.
- f. Documents indicating that all permanent BMPs (required by the MS4 Permit) have been constructed and are properly functioning. Documentation shall also indicate that a mechanism for long term maintenance of these BMPs is in place.
- g. Other documentation as necessary to demonstrate that no potential exists for discharge of construction related pollutants within stormwater.

County Engineer or NPDES Coordinator will upload documentation and file the NOT in SMARTS.

PAYMENT

Payment for Water Pollution Control shall be on a lump sum basis and shall include full compensation for the work performed, including obtaining Permit coverage, developing, preparing, revising, obtaining approval of, and amending the SWPPP/CSMP, 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, Construction General Permit, De Minimus Permit, Municipal Permit and these Special Provisions, and as directed by the Engineer.

Street Sweeping.

GENERAL

Summary

This work includes street sweeping.

The SWPPP/CSMP 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. No dirt shall be allowed to be tracked on project roadways, or roadways adjacent to the project.

Submittals

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

- A. The number of street sweepers that will be used as described in the SWPPP/MP.
- 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.

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 on site or within four hours at any given time, 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 4 hours, if sediment or debris is observed on paved areas or paved roadways.

At least one sweeper, in good working order, must be available for the job 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.

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.

Replace section 13-3.04 with:

For projects with 60 working days or less, the Department pays you for prepare stormwater pollution prevention plan as follows:

- 1. A total of 75 percent of the item total upon authorization of the SWPPP
- 2. A total of 100 percent of the item total upon Contract acceptance

For projects with more than 60 working days, the Department pays you for prepare stormwater pollution prevention plan as follows:

- 1. A total of 50 percent of the item total upon authorization of the SWPPP
- 2. A total of 90 percent of the item total over the life of the Contract
- 3. A total of 100 percent of the item total upon Contract acceptance

Payment for each storm water annual report is included in the payment for Water Pollution Control.

Replace section 13-5.04 with:

Payment for conforming to the requirements of this section is included in the payment for water pollution control.

Replace section 13-6.04 with:

Payment for conforming to the requirements of this section is included in the payment for water pollution control.

Replace section 13-7.04 with:

Payment for conforming to the requirements of this section is included in the payment for water pollution control.

Replace section 13-9.04 with:

Payment for conforming to the requirements of this section is included in the payment for water pollution control.

- 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
 3. Equipped to effectively control dust generated by the planing operation
 4. Operated so that no fumes or smoke is produced.
- Replace broken, missing, or worn machine teeth.

15-2.02B(3)(c)(ii) Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

15-2.02B(3)(c)(iii) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

15-2.02B(3)(c)(iv) Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

15-2.02B(3)(d) Payment

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing is included in the payment for cold plane asphalt concrete pavement of the types shown in the Bid Item List.

Replace section 15-2.02C(2) with:

15-2.02C(2) Remove Traffic Stripes and Pavement Markings Containing Lead

Residue from removing traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

Payment for a lead compliance plan is not included in the payment for existing facilities work.

Payment for handling, removal, and disposal of pavement residue that is a nonhazardous waste is included in the payment for the type of removal work involved.

Replace section 15-2.03A(2)(b) with:

15-2.03A(2)(b) Department Salvage Location

A minimum of 2 business days before hauling salvaged material to the Department salvage storage location, notify engineer:

For roadside signs and irrigation components within County right-of-way, the Department salvage storage location is:

Albert Solarez
Riverside County Transportation Department
86-199 Airport Blvd.
Thermal, CA 92274
(760) 399-5136

For roadside signs and irrigation components within City of La Quinta right-of-way, the City salvage storage location is:

James Lindsay
City of La Quinta Corporation Yard
78106 Francis Hack Lane
La Quinta, CA 92253
(760) 777-7052

Replace section 15-2.03D with:

15-2.03D Salvage Materials at Private Properties

Materials have been identified on certain properties to be salvaged.

15-2.03D(1) 79190 Fred Waring Drive

The retaining wall along the front of the property is constructed of modular blocks. Remove the retaining wall and salvage the modular blocks. The removal and salvaging of the modular blocks shall be done with reasonable care to avoid breakage of the blocks. Modular blocks shall be palleted and stored onto the property at a location designated by the property owner.

15-2.03D(2) 79360 Fred Waring Drive

Landscape rocks are placed along the front of the property. Remove the landscape rocks within the County right-of-way and salvage the landscape rocks. The landscape rocks shall be palleted and stored onto the property at a location designated by the property owner.

15-2.03D(3) La Quinta Palms Gated Community

The openings in the existing walls to be replaced by soundwalls contain metal picket fence sections. The metal picket fence sections to be removed shall be unbolted from the wall sections and salvaged. The salvaged metal picket fence sections are to be stored within the community near the northwest corner of the property.

Replace section 15-2.04F with:

15-2.04F Wall Reconstruction Joining to Existing Walls

Where existing walls are reconstructed and join to existing walls, the wall finish and color of the reconstructed wall shall match that of the original wall and that of the adjoining sections of wall remaining. The wall finish and paint, if applicable, shall be joined and blended to result in a uniform and consistent appearance along the entire length of wall. Prior to wall reconstruction, provide a 24"x24" sample of the wall finish and paint color to the Engineer for approval.

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

Grades

Performance graded (PG) asphalt binder shall conform to the following table[s]:

| Performance Graded Asphalt Binder | | | | |
|---|--------------------|-------------------------|-------------------------|-------------------------|
| 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 % ^b | 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 ^e , 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 ^f Aging, Test 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 ^d 5000 | 28 ^d 5000 | 34 ^d 5000 |
| Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value | T313 | 0 300 0.300 | -6 300 0.300 | 0 300 0.300 |

Notes:

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

Aggregate

Aggregates shall be clean and free from decomposed materials, organic material, and other deleterious substances. Coarse aggregate is material retained on the No. 4 sieve and fine aggregate is material passing the No. 4 sieve. Supplemental fine aggregate is added fine material passing the No. 30 sieve including, but not limited to, cement and stored fines from dust collectors.

The aggregate grading of the different types of hot mix asphalt shall conform to the following, unless otherwise specified on the plans:

| HMA Type | Grading |
|----------|--------------------------|
| A | 3/4-inch and/or 1/2-inch |
| | |

The combined aggregate and quality characteristics for the [3/4-inch and 1/2-inch] aggregate[s] for use in HMA Type A, prior to addition of asphalt binder, shall conform to the requirements of Section 39-1.02E, "Aggregate" of the Standard Specifications.

The aggregate shall conform to the following quality requirements prior to the addition of asphalt binder.

| Aggregate Quality | | |
|--|-------------|-------------|
| Quality Characteristic | Test Method | Requirement |
| Percent of crushed particles ^a | CT 205 | |
| Coarse aggregate (% min.) Two fractured faces | | 95 |
| Fine aggregate (Passing No. 4 sieve and retained on No. 8 sieve.) (% min.) One fractured face | | 90 |
| Los Angeles Rattler (% Max.) ^a | CT 211 | |
| Loss at 100 rev. | | 12 |
| Loss at 500 rev. | | 40 |
| Sand equivalent ^{a, b} (min.) | CT 217 | 47 |
| Fine aggregate angularity (% min.) ^a | CT 234 | 45 |
| Flat and elongated particles (% max. by weight @ 5:1.) ^a | CT 235 | 10 |

Note:

^a Combine aggregate in the JMF proportions.

^b Reported value must be the average of 3 tests from a single sample.]

Lift Thickness

Hot mix asphalt shall be spread and compacted in the number of layers of the thicknesses indicated in the following table:

| Total Thickness Shown on Plans ^a | Minimum No. of Layers | Top Layer Thickness (ft) | | Next Lower Layer Thickness (ft) | | All Other Lower Layer Thickness (ft) | |
|---|-----------------------|--------------------------|------|---------------------------------|------|--------------------------------------|------|
| | | Min. | Max. | Min. | Max. | Min. | Max. |
| 0.24-foot or less | 1 | - | - | - | - | - | - |
| 0.25-foot | 2 ^b | 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 |

^a When pavement reinforcing mat is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing mat shall be considered to be the "Total Thickness Shown on Plans."

^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.

Reclaimed Asphalt Pavement

The use of reclaimed asphalt pavement (RAP) in HMA production shall comply to Section 39-1.02F, "Reclaimed Asphalt Pavement" of the Standard Specifications, and this Section. Use of RAP in HMA Type C will not be allowed unless otherwise approved by the Engineer.

HMA Mix Design

The HMA mix design shall conform to Section 39-1.03B, "Hot Mix Asphalt Mix Design" of the Standard Specifications and the provisions of this Section, "HMA Mix Design." The mix design process consists of performing California Test 367 and laboratory procedures in combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. The results become the proposed job mix formula (JMF).

The Contractor shall submit records of aggregate quality and mix design data. Test data shall be within one year from the last test performed.

The Contractor shall submit the HMA mix design using the "COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, CONTRACTOR JOB MIX FORMULA PROPOSAL" form to present the JMF. Formats other than the referenced form will not be accepted. Refer to Appendix "B" for JMF form.

The final HMA mix design shall be signed and stamped by a Civil Engineer registered in the State of California.

The HMA mix design for Type A shall comply with the following requirements:

HMA Type A Mix Design Requirements

| Quality characteristic | Test method | HMA type |
|--|---------------------|-----------|
| | | A |
| Air void content (%) | California Test 367 | 4.0 |
| Voids in mineral aggregate (% min.) | California Test 367 | |
| 1/2" grading | | 14.0 |
| 3/4" grading | | 13.0 |
| Voids filled with asphalt (%) | California Test 367 | |
| 1/2" grading | | 65.0–75.0 |
| 3/4" grading | | 65.0–75.0 |
| Dust proportion | California Test 367 | |
| 1/2" and 3/4" gradings | | 0.6–1.3 |
| Stabilometer value (min.) ^b | California Test 366 | |
| 1/2" and 3/4" gradings | | 37 |

^aNot used.

^bCalifornia Test 304, Part 2.13.

^cNot used.

Sampling

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

The sampling device shall include a valve:

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

The Contractor shall replace failed valves.

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

Prime Coat

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts" of the Standard Specifications and shall be **Grade SC-70**. Prime coat shall be applied only to those areas designated by the Engineer. The application rate shall be 0.20 gallon per square yard of surface covered. The exact rate and number of applications will be determined by the Engineer.

Tack Coat

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 SS1h** shall be used if not otherwise specified. Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated in the Special Provisions. The application rate shall be from 0.02 to 0.10 gallon per square yard of surface covered. The exact rate and number of applications will be determined by the Engineer.

Control of Materials

All proposed materials for use in HMA shall be furnished in conformance with the provisions of Section 6, "Control of Materials" of the Standard Specifications and this Section. All materials to be used in producing the hot mix asphalt shall be supplied from a single source for each material unless approved by the Engineer. Materials to be used in HMA will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge sample of materials as may be required.

The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The Contractor shall assure that the Engineer has free access or entry at all times to the material or production of the material to be inspected, sampled, and tested. It is understood that the inspections and tests made at any point shall, in no way, be considered as a guaranty of acceptance of the material nor continued acceptance of the material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Engineer shall not relieve the Contractor of responsibility for quality control.

All materials which the Engineer has determined defective or do not conform to the requirements of the plans and specifications will be rejected whether in place or not. Under the provisions of this Section, the Engineer will have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Utility Covers

Except as otherwise provided herein, 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 part or the removal of concrete collars. In cases where the owning utility company insists upon upgrades in the standards, or when additional parts or the removal of concrete collars are required for the adjustment, said adjustment will be the responsibility of the owning utility company.

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

Placing HMA

Asphalt paving equipment shall be in conformance with the provisions of Section 39-1.10, "Spreading and Compacting Equipment" of the Standard Specifications. Spreading and Compacting shall be in accordance with this Section and the provisions in Section 39-1.11, "Transporting, Spreading, and Compacting" of the Standard Specifications, except QC/QA construction process and rubberized HMA do not apply.

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 39-1.11, "Transporting, Spreading, and 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.

Construction Process of HMA

The HMA construction process shall comply with the provisions of Section 39 of the Standard Specification, the provisions of these Special Provisions, and shall include one or more of the following.

1. Standard
2. Method

Standard

When the total HMA is more than 3,000 tons, the Standard construction process shall be followed as specified in Section 39-2, "Standard Construction Process" of the Standard Specification and the following:

When the total paved HMA thickness is at least 0.15 foot and the individual layer is more than 0.15 foot, the Contractor shall determine the in-place density and relative compaction of HMA pavement in accordance with the procedures of California Test 375. The Contractor shall use California Test 308, Method A, in determining in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density by the Nuclear Density Device." The Contractor shall use California Test 309 to determine the maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density" and shall be at the frequency specified for Test Maximum Density under California Test 375, Part 5D. Relative compaction is required for HMA Type A and shall be reported at various pave thicknesses as listed in the following table:

HMA Relative Compaction Requirements

| HMA Type | Minimum Pave Thickness (ft) | Relative Compaction (%) |
|--------------|-----------------------------|-------------------------|
| A (1/2-inch) | 0.15 | 91-97 |
| A (3/4-inch) | 0.15 | 91-97 |
| C (3/4-inch) | 0.15 | 91-97 |
| C (1-inch) | 0.25 | 91-97 |

The Contractor shall perform quality control sampling and testing at the specified frequency for the quality characteristics shown in the following table:

| Quality characteristic | Test method | Minimum sampling and testing frequency | HMA type | |
|--|----------------------------|---|------------------------------|------------------------------|
| | | | A | C |
| Aggregate gradation ^a | California Test 202 | 1 per 750 tons and any remaining part | JMF ± Tolerance ^b | JMF ± Tolerance ^b |
| Sand equivalent (min) ^c | California Test 217 | | 47 | 47 |
| Asphalt binder content (%) | California Test 379 or 382 | | JMF ± 0.45 | JMF ± 0.45 |
| HMA moisture content (% max) | California Test 226 or 370 | 1 per 1,500 tons but not less than 1 per paving day | 1.0 | 1.0 |
| Percent of maximum theoretical density (%) ^{d, e} | QC plan | 1 per day's production (min.) | 91-97 | 91-97 |
| Stabilometer value (min) ^{c, f} No. 4 and 3/8" gradings 1/2" 3/4" 1" gradings | California Test 366 | One per 1,500 tons or 2 per 5 business days, whichever is greater | 30 | 30 |
| | | | 37 | 37 |
| Air void content (%) ^{g, 9} | California Test 367 | | 4 ± 2 | 5 ± 2 |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^h | California Test 226 or 370 | 2 per day during production | -- | -- |
| Percent of crushed particles coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face | California Test 205 | As designated in the QC plan. At least once per project. | 90 | 90 |
| | | | 75 | 95 |
| | | | 70 | 90 |
| Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev. | California Test 211 | | 12 | 12 |
| | | | 45 | 40 |
| Flat and elongated particles (% max by weight @ 5:1) | California Test 235 | | Report only | 10 |
| Fine aggregate angularity (% min) | California Test 234 | As designated in the QC plan. At least once per project. | 45 | 45 |
| Voids filled with asphalt (%) ⁱ 1/2" grading 3/4" grading 1" grading | California Test 367 | | 65.0-75.0 | |
| | | 65.0-75.0 | | 60.0-70.0 |

| | | | | |
|---|---------------------|----|--|--|
| Voids in mineral aggregate (% min) ⁱ 1/2" grading 3/4" grading 1" grading | California Test 367 | | 14.0 13.0 | 13.0 |
| Dust proportion ^l 1/2" and 3/4" gradings 1" grading | California Test 367 | | 0.6–1.3 | 0.6–1.3 |
| Smoothness | Section 39-1.12 | -- | 12-foot straight-edge, must grind, and P ₁₀ | 12-foot straight-edge, must grind, and P ₁₀ |

^a Determine combined aggregate gradation containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c Report the average of 3 tests from a single split sample.

^d Required for HMA Type A and Type C if the specified paved thickness is at least 0.15 foot.

^e Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^f California Test 304, Part 2.13.

^g Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^h For adjusting the plant controller at the HMA plant.

ⁱ Report only if the adjustment for the asphalt binder content TV is less than or equal to ± 0.3 percent from OBC value.

^l Not Used.

Failures and corrected actions for quality control testing shall be as described in Section 39-2.02B, "Quality Control Testing."

When the total paved HMA thickness is at least 0.15 foot and the individual layer is less than or equal to 0.15 foot, the Contractor shall determine the percent of maximum theoretical density from density cores taken from the final layer measured at the full depth of the total paved HMA thickness.

Method

When the total HMA is less than 3,000 tons and the total paved HMA thickness is less than 0.15 foot, the Method construction process shall be followed as specified in Section 39-3, "Method Construction Process" of the Standard Specification and the following:

The requirements for HMA Type C using the Method process shall be similar to the requirements for HMA Type A as specified in Section 39-3, "Method Construction Process" of the Standard Specification.

HMA Acceptance and Payment Factor

The Engineer shall sample for acceptance testing and test for quality characteristics as specified in Section 39-2.03A, "Testing." Acceptance of placed HMA shall be based on a single defined lot of HMA. A lot is defined as having 1,000 tons of paved HMA, except if a quantity of HMA paved at day's end is greater than 500 tons, this quantity of paved HMA shall be considered a lot. If a quantity of HMA paved at day's end is less than 500 tons, this quantity of HMA shall be included in the previous lot's test result for payment evaluation.

For percent of maximum theoretical density, the Engineer shall determine a deduction for each lot's test result outside the specifications using the following reduced payment factors:

Reduced Payment Factors for Percent of Maximum Theoretical Density

| HMA Type A and C percent of maximum theoretical density | Reduced payment factor | HMA Type A and C percent of maximum theoretical density | Reduced payment factor |
|---|------------------------|---|------------------------|
| 91.0 | 0.0000 | 97.0 | 0.0000 |
| 90.9 | 0.0125 | 97.1 | 0.0125 |
| 90.8 | 0.0250 | 97.2 | 0.0250 |
| 90.7 | 0.0375 | 97.3 | 0.0375 |
| 90.6 | 0.0500 | 97.4 | 0.0500 |
| 90.5 | 0.0625 | 97.5 | 0.0625 |
| 90.4 | 0.0750 | 97.6 | 0.0750 |
| 90.3 | 0.0875 | 97.7 | 0.0875 |
| 90.2 | 0.1000 | 97.8 | 0.1000 |
| 90.1 | 0.1125 | 97.9 | 0.1125 |
| 90.0 | 0.1250 | 98.0 | 0.1250 |
| 89.9 | 0.1375 | 98.1 | 0.1375 |
| 89.8 | 0.1500 | 98.2 | 0.1500 |
| 89.7 | 0.1625 | 98.3 | 0.1625 |
| 89.6 | 0.1750 | 98.4 | 0.1750 |
| 89.5 | 0.1875 | 98.5 | 0.1875 |
| 89.4 | 0.2000 | 98.6 | 0.2000 |
| 89.3 | 0.2125 | 98.7 | 0.2125 |
| 89.2 | 0.2250 | 98.8 | 0.2250 |
| 89.1 | 0.2375 | 98.9 | 0.2375 |
| 89.0 | 0.2500 | 99.0 | 0.2500 |
| < 89.0 | Remove and replace | > 99.0 | Remove and replace |

Density Cores

The Engineer shall test density cores to determine the percent of maximum theoretical density of the paved HMA. For Standard construction process projects, 4- or 6-inch diameter density cores shall be taken by the Contractor from each 500 tons of HMA production.

The Engineer shall determine the percent of maximum theoretical density from the average density of 3 density cores taken by the Contractor from every 500 tons of production or part thereof divided by the maximum theoretical density. The location of the density cores shall be randomly selected by the Engineer and shall be performed in the Engineer's presence. Density holes shall be backfilled and compacted with material approved by the Engineer. Density cores shall be marked with the density core's location and layer number and shall be placed in a protective container. If a density core is damaged, it shall be replaced and re-cored within 1 foot longitudinally from the original density core.

Straightedge

The straightedge for smoothness determination on the top layer of HMA pavement shall conform to the tolerance specified in Section 39-1.12B, "Straightedge" of the Standard Specifications.

Profilograph

In addition to the straightedge provisions in Section 39-1.12B, "Straightedge" of the Standard Specifications, HMA concrete pavement shall conform to the surface tolerances specified in this Section, "Profilograph."

When directed by the Engineer, 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, Section 39-1.12C, "Profilograph" of the Standard Specifications, 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 39-1.12B, "Straightedge" of the Standard Specifications:

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

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

Pavements profiled shall conform to the following Profile Index requirements:

1. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 2,000 feet or more shall have a Profile Index of 0.16 foot or less for each 330 feet section profiled;
2. Pavement on horizontal curves having a centerline curve radius of 1,000 feet or more but less than 2,000 feet, including the pavement within the superelevation transition of these curves, shall have a Profile Index of 0.32 foot or less for each 330 feet section profile;
3. Pavement within any 330 feet section, containing high point areas with deviations in excess of 0.025 foot in a length of 25 feet or less, when tested in conformance with the requirements in California Test 526, shall be corrected by the Contractor regardless of the Profile Index.

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

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

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

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as

necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

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

Method of Payment

The contract bid price paid per ton for Hot Mix Asphalt (HMA) for the type shown in bid proposal shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved including the sampling and testing of HMA quality characteristics, sampling and testing of density cores, and furnishing and applying asphaltic emulsion (paint binder/tack coat).

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

The quantity of Hot Mix Asphalt for driveway, driveway tie-ins, asphalt concrete (miscellaneous area), AC Dike and Overside Drain will be paid for at a unit price per ton as a combined item, including mineral aggregate and asphalt binder in place on the roadbed.

The placing of Hot Mix Asphalt (miscellaneous area), AC Dike and overside Drain shall be paid for at the separate contract unit shown in the bid proposal in addition to the price paid for the materials other than Hot Mix Asphalt involved.

The adjustment of frames, valve covers, grates, manholes, including initial lowering of valves and manholes when required, shall be considered as included in the contract price paid for hot mix asphalt.

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

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

| ITEM CODE | ITEM |
|-----------|--------------------------|
| 390132 | Hot Mix Asphalt (Type A) |

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

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete and asphalt rubber hot mix are included in a monthly estimate:

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

$$A = 0.90 (lu/lb - 1.10) lb$$
- C. For a decrease in paving asphalt price index exceeding 10 percent:

AA

52 REINFORCEMENT

Add to the list in the 2nd paragraph of section 52-2.02A(1):

- 7. Anchor reinforcing bars for steel piles
- 8. Hooked reinforcement at hinge as shown.

Replace "Not Used" in section 52-2.02D with:

Epoxy coated reinforcement is not paid for separately.

AA

56 SIGNS

Replace section 56-4.04 with:

A roadside sign consisting of 1 post with attached sign panels is paid for as 1 roadside sign - one post. An installed roadside sign consisting of 2 posts with attached sign panels is paid for as 1 roadside sign - two post.

A roadside sign mounted on a barrier, light pole, wall surface, or railing is paid for complete in place and no additional compensation will be allowed for pipe posts, base plates, anchorage assemblies or other metal parts.

Type N (CA), Type P (CA), and Type R (CA) marker panels are paid for as roadside sign – one post.

Payment for furnishing sign panels is included in the payment for the type of roadside sign involved.

AA

DIVISION VII DRAINAGE
65 CONCRETE PIPE

Add to section 65-2.04:

Connections to existing facilities is included in the payment for the type of pipe involved

AA

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.04 with:

Detectable warning surface is included in the payment for the type of curb ramp involved.

Curb and curb and gutter transitions are paid for as the larger type of curb or curb and gutter involved.

No adjustment is made for the curb or curb and gutter through pedestrian ramps and drive approaches.

Curb ramps are measured from the back of curb to the outside limits of grooving pattern or back of retaining curb.

85 PAVEMENT MARKERS

Add to section 85-1.04:

Pavement markers are included in the bid item for pavement marker (Retroreflective)

AA

86 ELECTRICAL SYSTEMS

Replace section 86 with Appendix "D" and the following:

Contact person for City of La Quinta regarding Traffic Signal: Kris Gunterson (760) 250-0517
Email: kgunterson@la-quinta.org

Imperial Irrigation District (IID) Improvements:

Attention is directed to these Special Provisions for IID Special Provisions and standard plans. IID improvements are part of this contract and Contractor shall comply with the document entitled "County of Riverside Transp. Dept. / Fred Waring / east of Adams / Bermuda Dunes, 92203", Service Notification 4014837, Service Order 60077999, which document will be provided to the successful contractor, and which will be posted on the County's website as supplemental information. The Contractor shall further comply with the IID publication entitled "Developer Energy Planning Guide", which may be downloaded from the IID website at <http://www.iid.com/Modules/ShowDocument.aspx?documentid=2463>.

The Contractor shall perform all work that is designated to be performed by the County, including the installation of all conduit, trenching, construction of concrete pads for transformers, furnish and install vaults and pull-boxes, furnish and install new street light poles, electric service equipment enclosures, foundations, and conductors to the adjacent pull-boxes, and all other equipment and installations as shown on the IID electrical plans to be furnished and installed by the County, and as directed by the Engineer.

The Imperial Irrigation District (IID) will furnish and install conductors, connect new conductors to existing private electric services, furnish and install the new transformers, removal of existing wood poles and aerial conductors, and will perform other work as shown on the IID plans as being performed by IID.

The Contractor shall coordinate and cooperate with the Imperial Irrigation District.

All fees will be paid by the County to the Imperial Irrigation District.

Street light poles (standards) and mast arms shall substantially conform to County of Riverside standard number 1000 or 1001, as applicable. Poles and mast-arms shall be galvanized steel. Contractor shall submit manufacturer's specifications to the Engineer for approval prior to placing equipment order. Approval by the Imperial Irrigation District shall be required with respect to poles, mast-arms and luminaire mounting height.

Conductors within street light standards to the adjacent pull box shall be copper, THW or IID approved alternate conductor, and in accordance with 86-2.08 "Conductors" of the Standard Specifications. The Contractor shall submit a sample of the wiring and the conductor specifications to the IID inspector for approval prior to installation.

The Contractor shall ensure that existing lighting is maintained at all times during construction. If necessary, temporary lighting will be furnished, installed and maintained by the Contractor at Contractor expense, including any payments to IID for temporary power for the temporary lighting. Temporary lighting plan shall be prepared by the Contractor and approved by the Engineer prior to implementation.

The Imperial Irrigation District will be allowed non-exclusive access to the construction area as required for that company to perform and monitor work affecting its electrical system. "

The Contractor shall install two 10-foot long, 5/8" diameter, copper grounding rods and hardware in pull boxes for a fully functional system. Said ground rods shall be installed in pull boxes adjacent to each street light pole. Green copper ground conductors, no. 6 or as otherwise shown on the approved lighting plan, shall be installed throughout the street light system, except between the transformer and the first street light pole in each circuit. Each street light shall be grounded by connecting to the system ground. Primary conductors shall consist of one solid color no. 6 conductor and one white or grey no. 6 conductor. All work shall meet the National Electric Code as specified in the Special Provisions. Payment for this item of work shall be considered as included in scope of work, and shall be included in the lump sum contract price paid for Lighting and no further compensation will be allowed therefor.

Method of Payment

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved as shown on IID electrical plans, and protect them from damaging during construction shall be paid for on a lump sum basis, and no additional compensation will be allowed therefor.

DIVISION X MATERIALS

90 CONCRETE

Add to section 90-2.02B:

Rice hull ash as an SCM is not allowed on this project.

Appendix A

AQMD Recommendations

**Dust Abatement Attachments
Table of Contents**

| <u>Description</u> | <u>Page</u> |
|---|-------------|
| Signage Recommendation (AQMD document, modified) | DA1 |
| Sample Dust Control Plan (AQMD sample) | DA5 |
| Dust Control Plan Review Checklists (AQMD document) | DA6 |
| Reasonably Available Control Measures (from Rule 403 Implementation Handbook) | DA10 |
| Best Available Control Measures (from Rule 403 Implementation Handbook) | DA16 |
| Best [Reasonably] Available Control Measures for High Winds Conditions (from Rule 403 Implementation Handbook) | DA22 |
| Track Out Control Options (from Rule 403 Implementation Handbook) | DA26 |

AQMD SIGNAGE RECOMMENDATIONS**November, 2001**

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

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

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

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

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

THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

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

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

- I. 3/4" A/C laminated plywood board
- II. Two 4" x 4" posts
- III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
- IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

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

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

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

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

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

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

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

3. The sign board shall contain the following information:

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

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

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

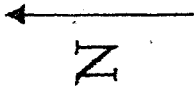
| | | | |
|----------------------------|--------------------------------------|--|------------------------------------|
| 1" UPPERCASE Letters → | PROJECT NAME: | | 3 ½ " Title Case Bold Letters ← |
| 1" UPPERCASE Letters → | CONTRACTOR | | 3 ½ " Title Case Bold Letters ← |
| 1" Title Case Letters →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

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

AQMD Recommendations

(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 # | 4" Bold Numbers |
| 2" Title Case Letters | Phone Number: | 4 ½" Bold Numbers |
| 2" Title Case Letters | <p style="text-align: center;">SCAQMD 1-800-CUT-SMOG</p> <p style="text-align: center;">COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT</p> | |

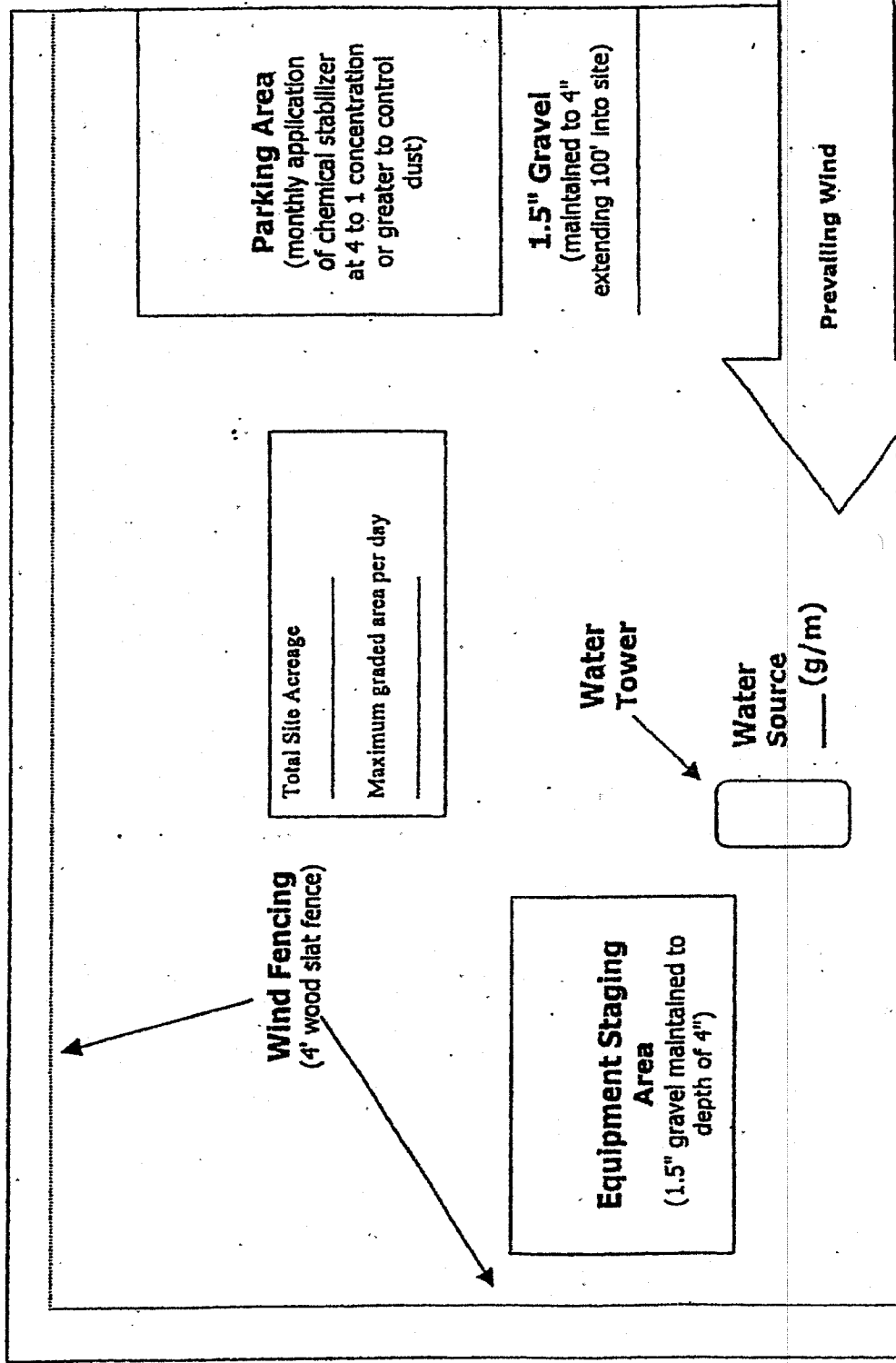


Existing Residential
Site Access
A QMD Recommendations

Distance and location of nearest:
Residence _____
Business _____

Section 1
Simplified Sample Site Plan

Existing Residential



Total Site Acreage _____
Maximum graded area per day _____

Vacant Land

Existing Residential

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

Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

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

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

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

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

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

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

Remember...

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

Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.

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

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

Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.

All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1.800.CUT.SMOG; press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.

An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.

Other (specify): _____

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

Plan Review Checklist Finish Grading Phase

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

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

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

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

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

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

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

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

Other (specify): _____

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

Plan Review Checklist Construction Phase

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

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

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

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

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

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

Other (specify): _____

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

RULE 403 IMPLEMENTATION HANDBOOK

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

DESCRIPTION

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

HIGH WIND MEASURE

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

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

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

HIGH WIND MEASURE

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

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