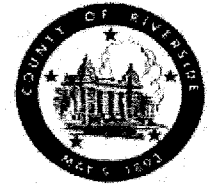


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

354A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 18, 2013

SUBJECT: Airport Boulevard (Avenue 56) Railroad Grade Separation Project, Thermal Area

RECOMMENDED MOTION: That the Board of Supervisors (Board):

1. Approve the plans and specifications for the construction of the Airport Boulevard (Avenue 56) Railroad Grade Separation Project in the Thermal area of the Coachella Valley; 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, September 4, 2013, at which time bids, will be opened.

Juan C. Perez
Director of Transportation and Land Management

JCP:jjr:rr
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 21,304,769	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: Proposition 1B - Trade Corridor Improv. Funds (55.4%), Transportation Uniform Mitigation Fee (CVAG) (44.6%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE
BY
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR
DATE: 7/18/13

Departmental Concurrence

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

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. 8/31/10, 3-82; District: 4/4 Agenda Number:

2/1/11, 3-5; 3/26/13,
3-22: 4/2/13, 3-15

ATTACHMENTS FILED

3-54

The Honorable Board of Supervisors

RE: Airport Boulevard (Avenue 56) Railroad Grade Separation Project, Thermal Area

July 18, 2013

Page 2 of 3

BACKGROUND: The Transportation Improvement Program (TIP) provides for the construction of a grade separation at the crossing of Airport Boulevard and Union Pacific Railroad (UPRR) and Grapefruit Boulevard in the Thermal area.

Airport Boulevard (Avenue 56) serves the community of Thermal, the City of Coachella, and the City of La Quinta and provides direct access to the Jacqueline Cochran Regional Airport. Airport Boulevard intersects State Route 86 (SR-86), Grapefruit Boulevard (Hwy 111), and UPRR. UPRR is parallel to SR-86 and Grapefruit Boulevard. UPRR and SR-86 are both designated North American Free Trade Agreement (NAFTA) freight corridors. This construction project will separate the roadway grade of Airport Boulevard from UPRR mainline tracks and from Grapefruit Boulevard (Hwy 111).

Currently, 71 freight trains pass through Riverside County (County) on this railway on a daily basis. This frequency is projected to increase to 107 by the year 2030. The grade separation project will generate the following benefits:

- Increased public safety due the elimination of train and vehicle conflicts
- Reduced delay of freight movement on the UPRR NAFTA corridor
- Reduction of particulate matter from idling vehicles, causing a reduction in greenhouse gas emissions
- Reduced train noise

This project was accepted into the State's Proposition 1B Bonds Goods Movement Program administered through Transportation Corridor Improvement Funds (TCIF) in April 2008. A Project Baseline Agreement with the California Transportation Commission (CTC), identifying the scope and cost of the project, was approved by the Board on July 29, 2008, and was amended on April 2, 2013, under Agenda Item 3-15. The terms of the Baseline Agreement require that the County execute a construction contract for the improvements by December 31, 2013.

On August 31, 2010 (Item 3-82), the Board approved a Cooperative Funding Agreement with the Coachella Valley Association of Governments (CVAG) that authorized \$10 million in CVAG project funding.

On February 1, 2011 (Item 3-5), the Board approved a funding agreement with the Economic Development Agency (EDA) that authorized \$4 million in Redevelopment Agency project funding.

On March 26, 2013 (Item 3-22), the Board approved the construction and maintenance agreement between UPRR and the County.

On April 29, 2013, CVAG approved an increase of \$4,880,000 under Amendment Number One to the Cooperative Funding agreement. Board approval will be sought prior to the contract award.

On June 11, 2013, the CTC allocated \$15,066,000 in Proposition 1B, TCIF.

The Honorable Board of Supervisors

RE: Airport Boulevard (Avenue 56) Railroad Grade Separation Project, Thermal Area

July 18, 2013

Page 3 of 3

The bid documents include the following schedules of work:

Base Bid: Primary items of work

Alternate 1: Construction of Domestic Water Transmission Pipeline to be funded by the Coachella Valley Water District (CVWD)

Alternate 2: Force Main and Gravity Sewer Relocation to be funded by CVWD

If CVWD concurs with bid prices, as bid by the apparent low bidder, the alternate bid schedule will be included with the contract award, and the costs for the work will be funded by CVWD.

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

Environmental clearance is complete.

Project No.: A6-0241, State Project ID: TCIFL-5956 (216)

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

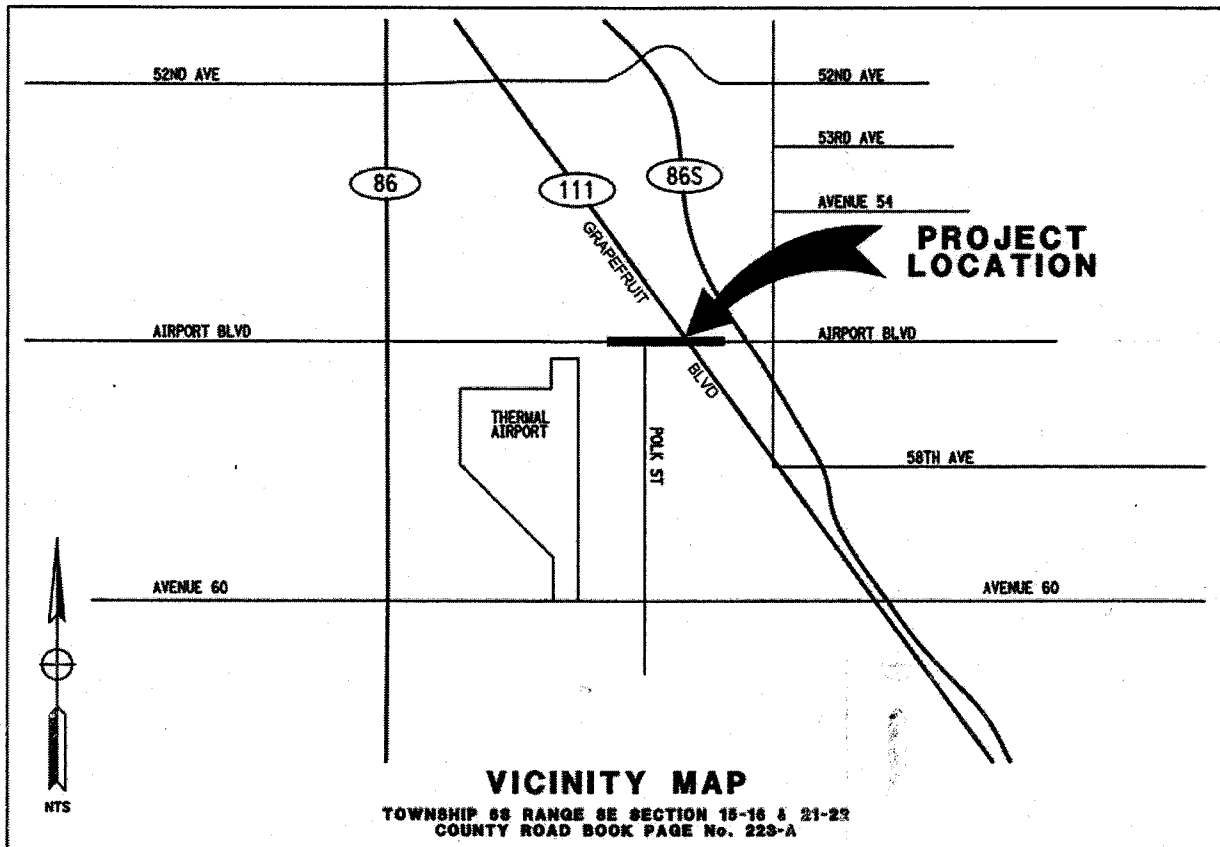
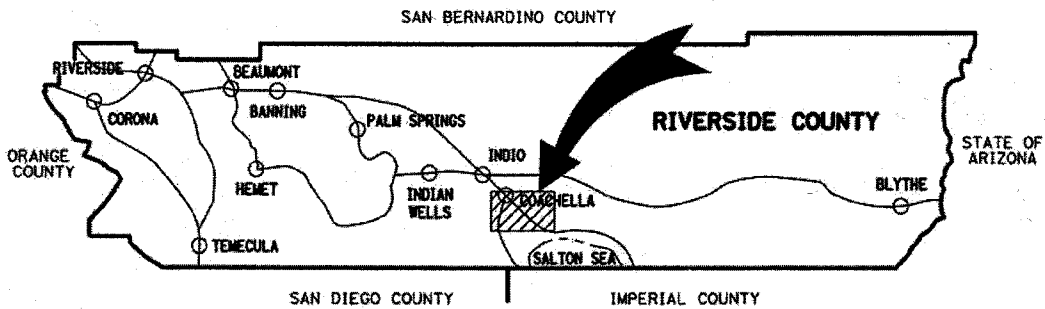
Airport Boulevard

At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad

Grade Separation Project

In the Community of Thermal of the Coachella Valley

Project No. A6-0241
State Project ID: TCIFL- 5956(216)



SPECIFICATIONS and CONTRACT DOCUMENTS

for the CONSTRUCTION of

Airport Boulevard (Avenue 56)

At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad

Grade Separation Project

In the Community of Thermal of the Coachella Valley

Project No. A6-0241

State Project ID: TCIFL- 5956(216)



TRANSPORTATION DEPARTMENT

JUL 30 2013 3-54 p&s

FORM APPROVED COUNTY COUNSEL
BY: MR. VICTOR 7/18/13
MARSHAL L. VICTOR DATE

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

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CalTrans Encroachment Permit	Appendix E

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

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

Airport Boulevard (Avenue 56)

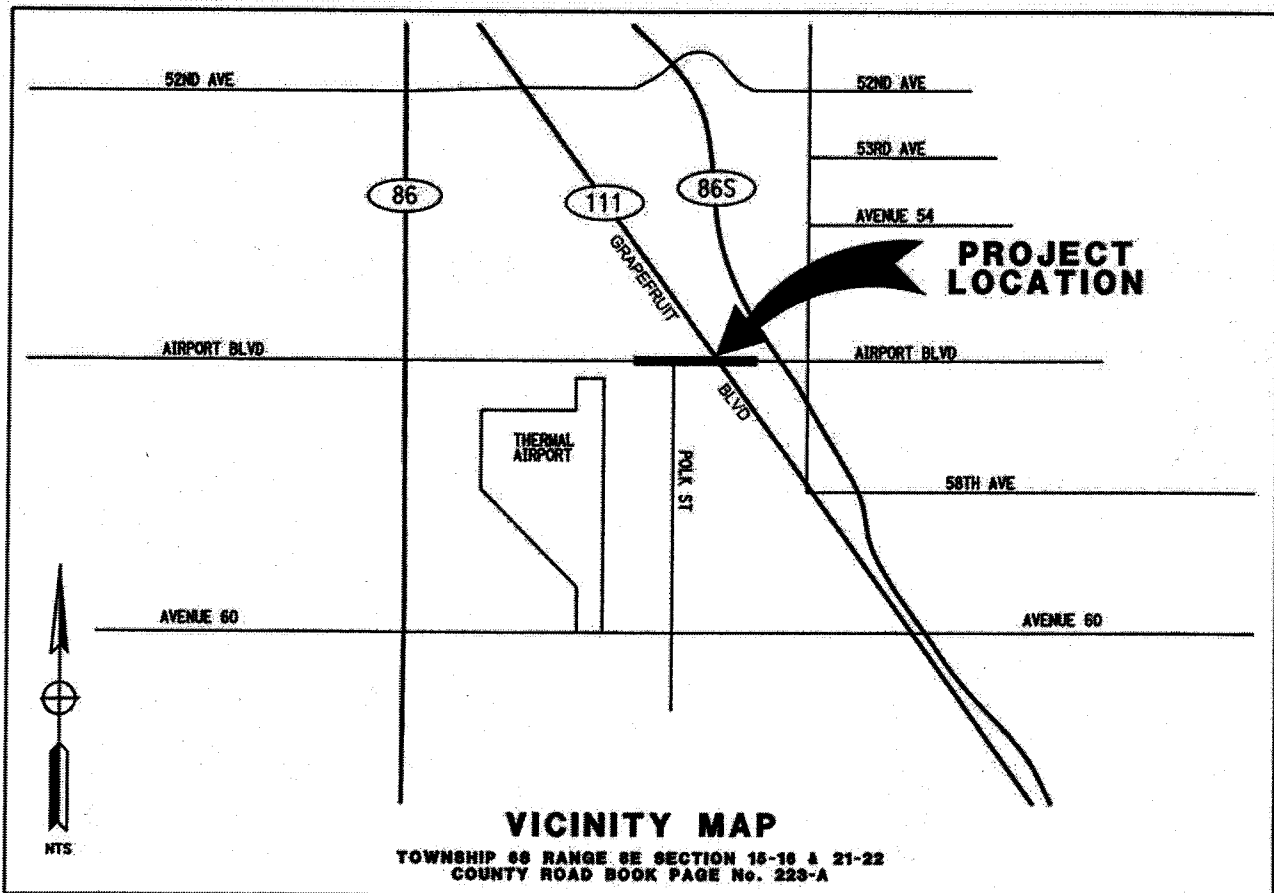
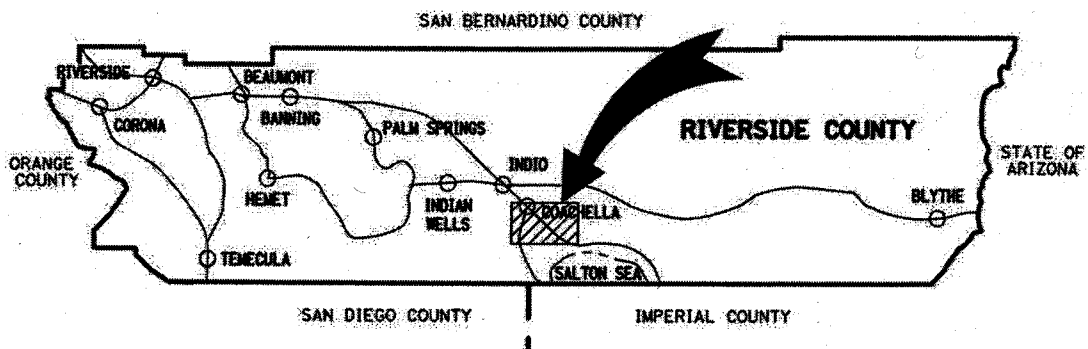
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad

Grade Separation Project

In the Community of Thermal of the Coachella Valley

Project No. A6-0241

State Project ID: TCIFL- 5956(216)



Specification and Contract Documents

for the construction of

Airport Boulevard (Avenue 56)

At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad

Grade Separation Project

In the Community of Thermal of the Coachella Valley

Project No. A6-0241

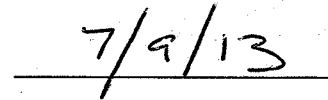
State Project ID: TCIFL- 5956(216)

Contract Approval(s):

Recommended by:

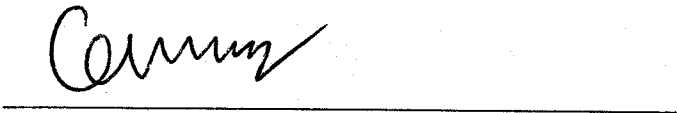


Scott Staley
County Project Manager

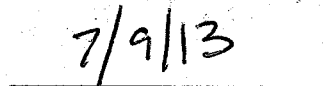


Date

Approval:



Khalid Nasim, PE
Engineering Division Manager



Date

Specification and Contract Documents

for the construction of

Airport Boulevard (Avenue 56)

At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad

Grade Separation Project

In the Community of Thermal of the Coachella Valley


Project No. A6-0241

State Project ID: TCIFL- 5956(216)

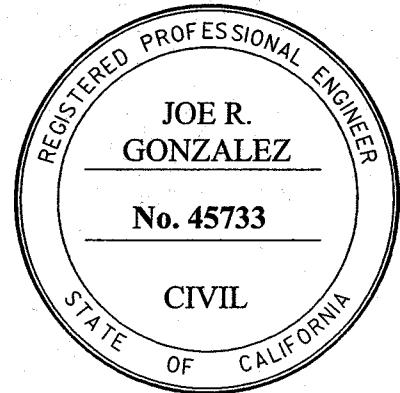
Engineering Certification(s)

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

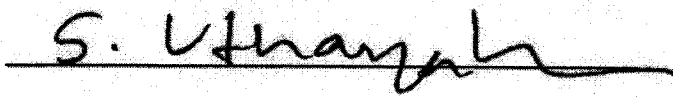
Roadway


Joe R. Gonzalez, PE

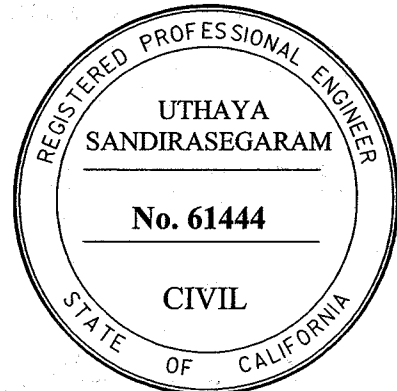
6/19/13
Date



Structures


Uthaya Sandirasegaram, PE

6/19/13
Date



Specification and Contract Documents

for the construction of

Airport Boulevard (Avenue 56)

At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad

Grade Separation Project

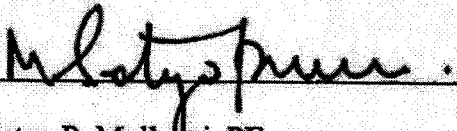
In the Community of Thermal of the Coachella Valley

Project No. A6-0241

State Project ID: TCIFL- 5956(216)

Engineering Certification(s) (continued)

Structures



Satya P. Mullangi, PE

6/19/13

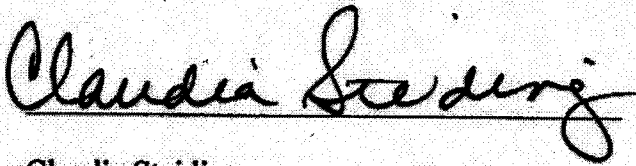
Date



Specification and Contract Documents
for the construction of
Airport Boulevard (Avenue 56)
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad
Grade Separation Project
In the Community of Thermal of the Coachella Valley
Project No. A6-0241
State Project ID: TCIFL- 5956(216)

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:



Claudia Steiding
Senior Transportation Planner/NPDES Coordinator

7/2/13
Date

Notice Inviting Bids

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

**Airport Boulevard (Avenue 56)
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad
Grade Separation Project
In the Community of Thermal of the Coachella Valley
Project No. A6-0241
State Project ID: TCIFL- 5956(216)**

Proposal 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, September 4, 2013 to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated June 2013, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$120.00 per set with 24" x 36" plans (or \$62.00 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:	\$ 19,174,000 - \$ 22,370,000
Alternate 1:	\$ 253,000 - \$ 295,000
Alternate 2:	\$ 272,000 - \$ 318,000
Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	480 Working Days

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

Instructions to Bidders

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Instructions to Bidders

The Bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions" 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

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.

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

The Bid form is bound together with the Contract.

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 the last paragraph in Section 2-1.07, "Proposal Guaranty" 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 2-1.02, "Approximate Estimate" 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.

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 2-1.054, "Required Listing of Proposed Subcontractors", 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 8-1.06, "Time of Completion" and Section 7-1.01A (1), "Hours of Labor" 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 4-1.03, "Changes" of the Standard Specifications.

The following are not subject to this bidding requirement:

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

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

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.

19. Design Engineer May Not Bid On Construction Contract:

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

20. Award of Contract

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

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 aforesaid 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.

21. 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.

22. Return of Bid Guarantee

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.

23. 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 Airport Boulevard (Avenue 56), At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad, Grade Separation Project, In the Community of Thermal of the Coachella Valley, Project No. A6-0241, State Project ID: TCIFL- 5956(216) 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.

**Airport Boulevard (Avenue 56)
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad
Grade Separation Project
In the Community of Thermal of the Coachella Valley
Project No. A6-0241
State Project ID: TCIFL- 5956(216)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
1	066063	TRAFFIC MANAGEMENT PLAN - PUBLIC INFORMATION	LS	1		
2	066102	DUST ABATEMENT	LS	1		
3	066105	RESIDENT ENGINEERS OFFICE	LS	1		
4	066164	OBLITERATE SURFACING	SQFT	13,500		
5	066610	PARTNERING	LS	1		
6	066861	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	LS	1		
7	066920	DISPUTES REVIEW BOARD	LS	1		
8	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
9	074016	CONSTRUCTION SITE MANAGEMENT	LS	1		
10	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
11	074057	STORM WATER ANNUAL REPORT	EA	2		
12	015602	FUNDING AWARENESS SIGN	EA	2		
13	120090	CONSTRUCTION AREA SIGNS	LS	1		
14	120100	TRAFFIC CONTROL SYSTEM	LS	1		
15	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	320		
16	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	11,700		
17	120182	PORTABLE DELINEATOR	EA	460		
18	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1		
19	129000	TEMPORARY RAILING (TYPE K)	LF	2,540		
20	129100	TEMPORARY CRASH CUSHION MODULE	EA	149		
21	000003	RELOCATE CONDUIT	LF	366		
22	150227	ABANDON PIPELINE	LF	1,140		
23	150608	REMOVE CHAIN LINK FENCE	LF	1,300		
24	150620	REMOVE GATE	EA	1		
25	150742	REMOVE ROADSIDE SIGN	EA	25		
26	150806	REMOVE PIPE	LF	6		
27	150820	REMOVE INLET	EA	8		
28	150846	REMOVE CONCRETE PAVEMENT	SQYD	52		

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
29	152390	RELOCATE ROADSIDE SIGN	EA	19		
30	152440	ADJUST MANHOLE TO GRADE	EA	10		
31	152441	ADJUST VALVE BOX FRAME AND COVER TO GRADE	EA	11		
32	153114	COLD PLANE ASPHALT CONCRETE PAVEMENT (.20' MAXIMUM)	SQYD	5,360		
33	153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	1,800		
34	153218	REMOVE CONCRETE SIDEWALK	SQFT	9,350		
35	156579	REMOVE BRIDGE RAILING	LF	382		
36	721007	F ROCK SLOPE PROTECTION (1/4 TON, METHOD B)	CY	2		
37	160101	CLEARING AND GRUBBING	ACRE	13		
38	160132	DEMOLISH BUILDING	LS	1		
39	170101	DEVELOP WATER SUPPLY	LS	1		
40	190101	ROADWAY EXCAVATION	CY	26,700		
41	192003	F STRUCTURE EXCAVATION (BRIDGE)	CY	770		
42	192020	F STRUCTURE EXCAVATION (TYPE D)	CY	281		
43	192037	F STRUCTURE EXCAVATION (RETAINING WALL)	CY	11,393		
44	193003	F STRUCTURE BACKFILL (BRIDGE)	CY	1,390		
45	193013	F STRUCTURE BACKFILL (RETAINING WALL)	CY	14,206		
46	194001	DITCH EXCAVATION	CY	12,800		
47	198001	IMPORTED BORROW	CY	24,800		
48	198100	F LIGHTWEIGHT FILL [CELLULAR CONCRETE 42 PCF]	CY	3,486		
49	198100	F LIGHTWEIGHT FILL [CELLULAR CONCRETE 30 PCF]	CY	31,886		
50	000003	P-F 6" PVC (SCHEDULE 80)	LF	140		
51	260201	CLASS 2 AGGREGATE BASE	CY	21,600		
52	390132	HOT MIX ASPHALT (TYPE A)	TON	18,600		
53	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	70		
54	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	240		
55	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	90		
56	490538	P FURNISH STEEL PILING (HP 14 X 117)	LF	12,332		
57	490539	DRIVE STEEL PILE (HP 14 X 117)	EA	165		
58	500001	P PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
59	000003	F PRECAST CONCRETE WALL	SQFT	26,336		
60	511035	F ARCHITECTURAL TREATMENT [AIRPLANE PANEL]	LS	1		
61	510051	F STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	592		

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
62	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	4,084	
63	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	213	
64	510072	F	STRUCTURAL CONCRETE, BARRIER SLAB	CY	676	
65	510086	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	179	
66	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	102	
67	511064	F	FRACTURED RIB TEXTURE [PRECAST WALLS]	SQFT	17,609	
68	511064	F	FRACTURED RIB TEXTURE [RETAINING WALL (TYPE 1)]	SQFT	1,675	
69	511064	F	FRACTURED RIB TEXTURE [BRIDGE]	SQFT	6,390	
70	519094	P	JOINT SEAL ASSEMBLY (MR 3 1/2")	LF	209	
71	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	1,152,600	
72	520103	P-F	BAR REINFORCING STEEL (RETAINING WALL)	LB	14,782	
73	550101	P-F	STRUCTURAL STEEL (SIDEWALK)	LB	17,970	
74	566011		ROADSIDE SIGN - ONE POST	EA	45	
75	601001		RAILROAD TRACK [REMOVE TRACK]	LF	220	
76	650010	P	12" REINFORCED CONCRETE PIPE	LF	41	
77	650014	P	18" REINFORCED CONCRETE PIPE	LF	1,590	
78	650018	P	24" REINFORCED CONCRETE PIPE	LF	990	
79	650026	P	36" REINFORCED CONCRETE PIPE	LF	1,590	
80	000003		JACK AND BORE 48" STEEL CASING	LF	250	
81	703450	P	WELDED STEEL PIPE CASING (BRIDGE)	LF	140	
82	705204		18" CONCRETE FLARED END SECTION	EA	2	
83	729010	P	ROCK SLOPE PROTECTION FABRIC	SQYD	4	
84	17317		MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	CY	30	
85	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	565	
86	731516		MINOR CONCRETE (DRIVEWAY)	CY	100	
87	731521		MINOR CONCRETE (SIDEWALK)	CY	320	
88	731535		MINOR CONCRETE (BUS PAD)	CY	35	
89	750501	P-F	MISCELLANEOUS METAL (BRIDGE)	LB	312	
90	750505	P-F	BRIDGE DECK DRAINAGE SYSTEM	LB	9,435	
91	018002	P-F	STEEL RAILING FENCE (7', WIRE MESH)	LF	833	
92	018002	P-F	STEEL RAILING FENCE (5', WIRE MESH)	LF	416	
93	018002	P-F	STEEL RAILING FENCE (3')	LF	1,522	
94	800360	P	CHAIN LINK FENCE (TYPE CL-6)	LF	970	

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
95	802580 P	12' CHAIN LINK GATE (TYPE CL-6)	EA	2		
96	839401 F	CONCRETE BARRIER [TYPE 26B MODIFIED]	LF	35		
97	832003 P	METAL BEAM GUARD RAILING (WOOD POST)	LF	90		
98	833088 P-F	TUBULAR HANDRAILING	LF	366		
99	833142 F	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	1,604		
100	839541 P	TRANSITION RAILING (TYPE WB)	EA	1		
101	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1		
102	839712	CONCRETE BARRIER (TYPE 60SC)	LF	63		
103	839725 F	CONCRETE BARRIER (TYPE 736)	LF	501		
104	839727 F	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	626		
105	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	39,800		
106	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	2,300		
107	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,100		
108	840526	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 17-7)	LF	5,100		
109	850111 P	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,040		
110	860201 P	SIGNAL AND LIGHTING [AIRPORT BLVD & POLK ST]	LS	1		
111	860201 P	SIGNAL AND LIGHTING [AIRPORT BLVD & PALM ST]	LS	1		
112	860201 P	SIGNAL AND LIGHTING [GRAPEFRUIT BLVD & FRONTAGE RD]	LS	1		
113	860201 P	SIGNAL AND LIGHTING [GRAPEFRUIT BLVD & PALM ST]	LS	1		
114	860408 P	LIGHTING (STREET)	LS	1		
115	860701	INTERCONNECTION CONDUIT AND CONDUCTOR	LS	1		
116	019901	DE-MOBILIZATION	LS	1	970,000.00	970,000.00
117	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1		
118	999990	MOBILIZATION	LS	1		

BASE BID SUB TOTAL: _____ \$
 ITEMS 1-118 "WORDS"

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE 1 - CVWD, DOMESTIC WATER TRANSMISSION MAIN PHASE III A-1						
119	000003	PREMIUM FOR ALL-RISK INSTALLATION FLOATER INSURANCE	LS	1		
120	000003	WATER TRANSMISSION MAIN MOBILIZATION	LS	1		
121	000003	UTILITY POTHOLING	LS	1		
122	000003	FURNISH AND INSTALL A 30-INCH DUCTILE IRON DOMESTIC WATER MAIN (POLYETHYLENE ENCASED) (CL-200) WITH RESTRAINED JOINTS, FITTINGS, BENDS, STEEL CASINGS, SPACERS, END PLUGS, SURFACE RESTORATION, AND ALL NECESSARY APPURTENANCES.	LF	1,185		
123	000003	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER CVWD STD W33A	EA	1		
124	000003	FURNISH AND INSTALL 30-INCH DUCTILE IRON BUTTERFLY VALVE AND ALL RELATED APPURTENANCES	EA	1		
125	000003	FURNISH AND INSTALL 6-INCH COMBINATION AIR RELEASE AND VACUUM VALVE PER PLAN AND ALL RELATED APPURTENANCES	EA	2		
126	000003	1-INCH WATER SERVICE WITH POLYMER METER BOX WITH BEE PROOF LID	EA	1		

ALTERNATE 1

SUB TOTAL:

ITEMS 119-126

"WORDS"

\$ _____

ALTERNATE 2 - CVWD, RELOCATE SEWER FORCE MAIN AND GRAVITY SEWER

127	000003	PREMIUM FOR ALL-RISK INSTALLATION FLOATER INSURANCE (ARTICLE GC-28.2)	LS	1		
128	000003	FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR ADEQUATE TRENCH AND EXCAVATION, SHEETING SHORING AND BRACING IN ACCORDANCE WITH SECTION 6705 AND 6707 OF THE STATE OF CALIFORNIA LABOR CODE (ARTICLE GC-25.4)	LS	1		
129	000003	PREPARATION AND COMPLIANCE WITH NOI, DUST PLAN, UNION PACIFIC RAILROAD AGREEMENT, AND ANY OTHER AGENCY PERMIT THROUGHOUT CONSTRUCTION, INCLUDING FURNISHING AND INSTALLING ALL MATERIALS	LS	1		
130	000003	SEWER FORCE MAIN MOBILIZATION AND DEMOBILIZATION, SITE PREPARATION, INCLUDING CONSTRUCTION STAKING AND CLEANUP	LS	1		
131	000003	TRAFFIC CONTROL FOR SEWER WORK	LS	1		
132	000003	FURNISH AND INSTALL 6-INCH DUCTILE IRON FORCE MAIN, INCLUDING CONNECTIONS TO EXISTING FORCE MAIN, CONCRETE ENCASEMENT, THRUST RESTRAINT, TESTING, SURFACE RESTORATION, AND ANCILLARY WORK PER PLAN.	LF	825		

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE 2 - CVWD, RELOCATE SEWER FORCE MAIN AND GRAVITY SEWER						
133	000003	REMOVE EXISTING 12-INCH PVC FORCE MAIN AND 24-INCH STEEL CASING AND CATHODIC PROTECTION TEST STATIONS TO LIMITS SHOWN ON PLAN, INCLUDING DISPOSAL, SURFACE RESTORATION, AND ANCILLARY WORK.	LF	186		
134	000003	ABANDON IN-PLACE EXISTING 12-INCH PVC FORCE MAIN AND 24-INCH STEEL CASING TO LIMITS SHOWN ON PLAN, INCLUDING SURFACE RESTORATION AND ANCILLARY WORK.	LF	411		
135	000003	SLURRY FILL ANNULAR SPACE BETWEEN EXISTING 24-INCH STEEL CASING AND EXISTING 12-INCH PVC FORCE MAIN TO LIMITS SHOWN ON PLAN.	LF	142		
136	000003	DEWATER EXISTING FORCE MAIN AND PROVIDE EMERGENCY BYPASS EQUIPMENT DURING SHUTDOWN.	LS	1		
137	000003	FURNISH AND INSTALL 48-INCH DIAMETER SEWER MANHOLE, INCLUDING DROP CONNECTION, CONNECTIONS TO EXISTING SEWER, SURFACE RESTORATION, AND ANCILLARY WORK PER PLAN.	EA	2		
138	000003	FURNISH AND INSTALL 8-INCH PVC SEWER MAIN, INCLUDING TESTING, SURFACE RESTORATION, AND ANCILLARY WORK, PER PLAN.	LF	264		
139	000003	FURNISH AND INSTALL 4-INCH AND 6-INCH PVC LATERALS, INCLUDING CLEANOUTS, CONNECTION TO EXISTING LATERAL, SURFACE RESTORATION, AND ANCILLARY WORK PER PLAN.	LF	182		
140	000003	ABANDON IN-PLACE EXISTING 8-INCH VCP SEWER, TO LIMITS SHOWN ON PLAN, INCLUDING SURFACE RESTORATION AND ANCILLARY WORK	LF	560		
141	000003	ABANDON EXISTING SEWER MANHOLE, INCLUDING SURFACE RESTORATION AND ANCILLARY WORK PER PLAN.	EA	2		

ALTERNATE 2
SUB TOTAL:
ITEMS 127-141

"WORDS"

\$ _____

PROJECT
TOTAL:
ITEMS 1-141

"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:

**Airport Boulevard (Avenue 56)
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad
Grade Separation Project
In the Community of Thermal of the Coachella Valley
Project No. A6-0241
State Project ID: TCIFL- 5956(216)**

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 Airport Boulevard (Avenue 56), At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad, Grade Separation Project, In the Community of Thermal of the Coachella Valley, Project No. A6-0241, State Project ID: TCIFL- 5956(216) 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 _____ } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY _____ }
OF _____ }

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

WITNESS my hand and official seal.

Signature of Notary Public Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

Contract

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, **Airport Boulevard (Avenue 56), At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad, Grade Separation Project, In the Community of Thermal of the Coachella Valley, Project No. A6-0241, State Project ID: TCIFL- 5956(216)**, 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 May 2006 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. Liquidated Damages and Time of Completion

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

Standard Specification Section 8-1.03, "Beginning of Work" 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.

**Airport Boulevard (Avenue 56)
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad
Grade Separation Project
In the Community of Thermal of the Coachella Valley
Project No. A6-0241
State Project ID: TCIFL- 5956(216)**

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

TITLE: _____
(If Corporation, affix Seal)

DATED: _____

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 Airport Boulevard (Avenue 56), At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad, Grade Separation Project, In the Community of Thermal of the Coachella Valley, Project No. A6-0241, State Project ID: TCIFL-5956(216).
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 **Airport Boulevard (Avenue 56), At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad, Grade Separation Project, In the Community of Thermal of the Coachella Valley, Project No. A6-0241, State Project ID: TCIFL- 5956(216).**

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

Surety

By _____

By _____

Title _____

Its Attorney In Fact
(Corporate Seal)

(If corporation, affix 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).

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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", "State Highway Engineer", "Director", and "Director of Transportation" 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, "Definition and Terms" 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 May 2006 hereafter called "Standard Specifications", are incorporated herein as modified in these General Conditions, the Special Provisions and the Plans.

The following subsections of the Standard Specifications are deleted:

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

Section 3 of the Standard Specifications is deleted.

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

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

Subsection 7-1.15, for "Director" read "Director of TLMA" except for last paragraph read "County of Riverside".

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

Subsection 8-1.06, strikethrough the last paragraph.

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

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 7-1.12 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 Country'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, "Liquidated Damages and 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 noncompliance 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 7-1.01A(2), "Prevailing Wage" 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 Contraction/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 Contraction/Inspection office for this purpose.

9. Labor Nondiscrimination

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 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 2-1.054, "Required Listing of Proposed Subcontractors",
- Standard Specification Section 8-1.01, "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.

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 9-1.06, "Partial Payments" and 9-1.07, "Payment After 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 it's 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 in Section 9-1.06 of the Standard Specifications and any other referenced text, shall be five (5%).

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 9-1.03 "Force Account Payment" 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.

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

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Standard Section 8-1.01, "Subcontracting" an additional markup of 5% will be added to the total cost of said extra work including all markups specified in this Section 9-1.03A. Said additional 5% markup shall

reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Change Orders – Detail Drawings and Instructions

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

Each approved change order shall be considered as an amendment to the Contract Documents and will not be considered approved until executed by the Board of Supervisors, except 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 9-1.10, "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

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 35 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 7-1.09, "Public Safety" of the Standard Specifications and these Special Provisions.

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

A. Excavations

The near edge of the excavation is 12 feet 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 temporary railing (Type K) installed in conformance with the provisions in this Special Provision section "Public Safety" and in Section 7-1.09, "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.

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

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions, 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 4-1.03D, "Extra Work" of the Standard Specifications is amended by adding the following between the second and third paragraphs:

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

25. Sounds Control Requirements

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

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals 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, Sound Control Requirements, 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

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 Sections 8-1.10, "Utility and Non-Highway Facilities" and 15, "Existing Highway 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 8-1.09, "Right of Way Delays" of the Standard Specifications, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities" 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 delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

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 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18, "Dust Palliative" of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley" (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 7-1.01, "Laws to be Observed" 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 8-1.06, "Time of Completion" of the Standard Specifications.

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

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

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

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

Contractors responsibilities for the control of fugitive dust and the other requirements of this Section may not be waived.

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

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

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SPECIAL PROVISIONS

SECTION 1 GENERAL

1-1.01 SPECIAL NOTICES

In addition to Section 2, "Standard Specifications," of the General Conditions, the work embraced herein shall also include Amendments to May 2006 Standard Specifications, updated October 19, 2012, of the State of California, Department of Transportation.

AMENDMENTS ISSUE DATE: 10-19-12

Amendments to May 2006 Standard Specifications, updated October 19, 2012, are incorporated herein and can be found on the County of Riverside website during the Bid Period.

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

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

Department of Transportation shall mean the County of Riverside.

Director of Transportation, State Highway Engineer, and Engineer shall mean the Director of Transportation and County Surveyor, including authorized representatives.

Laboratory shall mean the established laboratory of the County of Riverside.

State shall mean the County of Riverside.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1-4.02, "Glossary," of the Standard Specifications.

SECTION 2 (BLANK)

SECTION 3 (BLANK)

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

The 1st working day is the earlier of (1) the 55th day after contract approval or (2) the day you start work other than the measurement of controlling field dimensions or the location of utilities.

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. 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 and the following information is submitted:

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

You may start work at the job site before the 55th day after contract approval if:

1. You obtain required approval for each submittal before the 55th 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.

Complete the work within **480** working days.

The Contractor shall pay to the County of Riverside the sum of **\$8,300** per day, for each and every calendar day delay in finishing the work in excess of the number of working days specified above.

In addition to the liquidated damages set forth above, refer to sub-section D, "Equipment Orders," in Section 10-3, "Electrical Systems," of these Special Provisions.

SECTION 5 GENERAL

5-1.01 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The

Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

$$Q_h = \text{HMATT} \times [X_a / (100 + X_a)]$$

where:

- Q_h = quantity in tons of asphalt used in HMA
- HMATT = HMA total tons placed
- X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Rubberized Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in rubberized HMA (RHMA) using the following formula:

$$Q_{rh} = \text{RHMATT} \times 0.80 \times [X_{arb} / (100 + X_{arb})]$$

where:

- Q_{rh} = quantity in tons of asphalt in asphalt rubber binder used in RHMA
- RHMATT = RHMA total tons placed
- X_{arb} = theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Modified Asphalt Binder in Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$$Q_{mh} = \text{MHMATT} \times [(100 - X_{am}) / 100] \times [X_{mab} / (100 + X_{mab})]$$

where:

- Qmh = quantity in tons of asphalt in modified asphalt binder used in HMA
- MHMATT = modified asphalt binder HMA total tons placed
- Xam = specified percentage of asphalt modifier
- Xmab = theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Qrap = quantity in tons of asphalt used in HMA containing RAP
- HMATT = HMA total tons placed
- Xaa = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- Xta = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- Xnew = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- Xra = asphalt content of RAP expressed as percentage

Tack Coat

The Engineer calculates the quantity of asphalt in tack coat (Qtc) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Qe = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- Xe = minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "Xe" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
 - 1.1. Draw and discard the 1st gallon

- 1.2. Take two separate 1/2-gallon samples
2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

Slurry Seal

The Engineer calculates the quantity of asphalt in slurry seals (Q_{ss}) by applying the formula in "Asphaltic Emulsion" to the actual quantity of asphaltic emulsion used in producing the slurry seal mix.

Modified Asphalt Binder

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$$Q_{mab} = MABTT \times [(100 - X_{am}) / 100]$$

where:

Q_{mab} = quantity in tons of asphalt used in modified asphalt binder
MABTT = modified asphalt binder total tons placed
X_{am} = specified percentage of asphalt modifier

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of quantities of asphalt (Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

5-1.02 PAYMENTS

Partial payment shall conform to Sections 9-1.07, "Progress Payments," and 9-1.08, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.07, "Progress Payments," of the Standard Specifications, the amount set forth for all Lump Sum items of work shall be deemed to be maximum total value of said contract item of work which will be recognized for progress payment purposes:

A. Dust Abatement	\$40,000
B. Resident Engineer's Office	\$190,000
C. Progress Schedule (Critical Path Method)	\$75,000
D. Prepare SWPPP	\$20,000
E. Develop Water Supply	\$60,000
F. Course of Construction Insurance	\$150,000
G. Mobilization	\$970,000

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the

maximum value for progress payment purposes herein above listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Steel piling
- B. Prestressing steel for cast-in-place concrete members, sealed packages only
- C. Prestressing ducts and anchorages
- D. Precast concrete wall
- E. Joint seal assembly
- F. Bar reinforcing steel
- G. Sign panels
- H. Concrete flared end section
- I. Miscellaneous bridge metal
- J. Bridge deck drainage system
- K. Chain link fence and gate
- L. Metal beam guard railing
- M. Chain link railing
- N. Picket railing
- O. Pavement markers
- P. Lighting fixtures
- Q. Signal and lighting standards

5-1.03 SUPPLEMENTAL PROJECT INFORMATION

The County of Riverside Transportation Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
<p>Available at the following website:</p> <p>http://www.rctlma.org/trans/con_bid_advertisements.html</p>	<p><u>Foundation Report, January 18, 2013</u></p> <p><u>Guidelines for Design and Construction Near Kinder Morgan Hazardous Liquid Operated Facilities</u></p>

The reports and downloadable files are provided for reference only. The County of Riverside Transportation Department does not guarantee the accuracy of this data.

5-1.04 JOBSITE POSTERS

The 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 equipment storage areas. The designated locations of posters will 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 No.	Poster Name	Comments
--	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.

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.05 IRAN CONTRACTING ACT

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 section § 2200-2208.

The Iran Contracting Act Certification/Exemption form is included in the bid proposal section of this document and must be completely filled in, dated, signed and submitted with Proposal bid documents. The bidding Contractor is required to submit the appropriate form with the bid.

5-1.06 ENCROACHMENT PERMIT

It shall be the responsibility of the Contractor to obtain a duplicate State of California Department of Transportation (Caltrans) Encroachment Permit for the work done within State Right Of Way prior to commencing any work. The Encroachment Permit from Caltrans is at no cost to the Contractor.

5-1.07 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

This project lies within the boundaries of the Colorado River Regional Water Quality Control Board (RWQCB).

The County is required to comply with the statewide general permit issued by the SWRCB entitled "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 as amended by 2010-0014-DWQ (CGP), Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities" that regulates discharges of storm water and non-storm water from construction activities disturbing one acre or more of soil in a common plan of development. Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits."

This project shall conform to the permits and modifications thereto. The Contractor shall maintain copies of the permits at the project site and shall make them available during construction.

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

5-1.08 NONHIGHWAY FACILITIES (INCLUDING UTILITIES)

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

Utility Relocation and Date of the Relocation		
Utility	Location	Date
12" ACP Water (Coachella Valley Water District)	"A" Sta. 36+59, Rt @ Proposed Storm Drain Crossing	TBD
8" ACP Water (Coachella Valley Water District)	"F" Sta. 46+33, Rt @ Proposed Storm Drain Crossing	TBD

Utility Relocation and Date of the Relocation

Utility	Location	Date
<u>8" ACP Water (Coachella Valley Water District)</u>	<u>"F" Sta. 47+25, @ Proposed Storm Drain Crossing and Retaining Wall Crossing</u>	<u>TBD</u>
<u>8" ACP Water (Coachella Valley Water District)</u>	<u>"F" Sta. 50+92, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>Vault (Coachella Valley Water District)</u>	<u>"A" Sta. 37+82, Lt @ Proposed Roadway</u>	<u>TBD</u>
<u>12" Sewer FM (Coachella Valley Water District)</u>	<u>"A" Sta. 38+00, Lt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>12" Sewer FM (Coachella Valley Water District)</u>	<u>"A" Sta. 43+25, Lt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>8" VCP Sewer (Coachella Valley Water District)</u>	<u>"F" Sta. 47+05, Lt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>12" Sewer FM (Coachella Valley Water District)</u>	<u>"A" Sta. 51+22 to "A" Sta. 58+46 @ Proposed Storm Drain Crossing and Retaining Wall Crossing</u>	<u>TBD</u>
<u>Test Station (Coachella Valley Water District)</u>	<u>"A" Sta. 53+75, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>Test Station (Coachella Valley Water District)</u>	<u>"A" Sta. 57+95, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 34+38, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone (Verizon Communications)</u>	<u>"A" Sta. 36+75, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 36+81, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 36+84, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>2-4" and 1-1" Telephone (Verizon Communications)</u>	<u>"A" Sta. 36+90, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>1-1" Telephone (Verizon Communications)</u>	<u>"A" Sta. 37+45, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>1-25pr Telephone</u>	<u>"F" Sta. 46+33, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>GTE Line (Verizon Communications)</u>	<u>"F" Sta. 54+05, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>GTE Line (Verizon Communications)</u>	<u>"F" Sta. 54+12, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>2-4" Telephone (Verizon Communications)</u>	<u>"A" Sta. 55+17, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>6-4" Telephone (Verizon Communications)</u>	<u>"A" Sta. 55+19, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>3" Telephone (Verizon)</u>	<u>"A" Sta. 55+25, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>4" Fiber Optic (Verizon-MCI)</u>	<u>"A" Sta. 55+78, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 59+15, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 60+43, Lt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 60+72, Rt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone Box (Verizon Communications)</u>	<u>"A" Sta. 61+92, Lt @ Proposed Roadway</u>	<u>TBD</u>
<u>Telephone Encasement (Verizon)</u>	<u>"A" Sta. 62+97, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>GTE Line (Verizon Communications)</u>	<u>"G" Sta. 27+45, Lt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>GTE Line (Verizon Communications)</u>	<u>"G" Sta. 27+52, Lt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>4" Gas (Southern California Gas Company)</u>	<u>"A" Sta. 36+75, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>4" Gas (Southern California Gas Company)</u>	<u>"A" Sta. 36+88, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>
<u>4" Gas (Southern California Gas Company)</u>	<u>"F" Sta. 46+33, Rt @ Proposed Storm Drain Crossing</u>	<u>TBD</u>

Utility Relocation and Date of the Relocation

Utility	Location	Date
1" Gas (Southern California Gas)	"F" Sta. 48+33, @ Proposed Storm Drain Crossing and Retaining Wall Crossing	TBD
2" Gas (Southern California Gas)	"F" Sta. 50+92, Rt @ Proposed Storm Drain Crossing	TBD

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

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility Address	Locations	Days	
IID Power Poles	Imperial Irrigation District 81-600 Avenue 58 La Quinta, CA 92253	Airport Blvd	TBD	
		"A" Sta 32+35, Rt		
		"A" Sta 34+33, Rt		
		"A" Sta 36+95, Lt		
		"A" Sta 37+51, Rt		
		"A" Sta 57+28, Lt		
		"A" Sta 57+64, Rt		
		"A" Sta 58+98, Lt		
		"A" Sta 59+08, Rt		
		"A" Sta 60+08, Rt		
		"A" Sta 60+73, Rt		
		"A" Sta 60+79, Rt		
		"A" Sta 61+97, Lt Guy Wire		
		"A" Sta 61+99, Rt		
		"A" Sta 63+84, Rt Guy Wire		
		"A" Sta 63+11, Rt		
		"A" Sta 68+23, Rt		
		"A" Sta 71+40, Rt Electrical PB		
		Grapefruit Blvd		
		"G" Sta 34+30, Lt		
Post Office				
"A" Sta 18+78, Rt (2 poles)				

For utility coordination with Caltrans District 8, contact:

Paula Savage
 paula_savage@dot.ca.gov
 (909) 223-2927

It is anticipated that most or all of the utility relocation work to be completed prior to the start of construction. However, the Contractor shall fully cooperate with any utility forces that have a need to perform work within the project limits.

To ensure protection of existing Kinder Morgan (KM) pipelines and public safety, the Contractor shall meet the following requirements prior to performing construction activities in the corridor over existing KM pipelines:

1. Notify the KM Area Manager (James Pigg) at (480) 262-9337 at least 2 weeks prior to beginning work.
2. Submit a description of the proposed equipment and construction methods to be used over and adjacent to the existing pipelines to the KM representative at least 2 weeks prior to beginning work.
3. Pothole the pipeline at intervals as directed by the KM onsite representative to determine if the pipeline has sufficient cover to accommodate construction equipment loading.
4. All potholing shall be performed by hand excavation in the presence of the KM on-site representative. Backfill around the pipeline shall be sand or rock-free soil and shall be compacted by hand.
5. Conform to the Guidelines for Design and Construction Near Kinder Morgan Hazardous Liquid Operated Facilities.

The Contractor shall provide written notice to Kinder Morgan at least 10 days prior to beginning any construction activities.

The Contractor must obtain written approval from Kinder Morgan prior to beginning any activity that requires sampling, boring, excavating, ditching or any other disturbance of the soil or subsurface of the project area.

To ensure protection of existing Southern California Gas Company (SCG) pipelines and public safety, the Contractor shall meet the following requirements prior to performing construction activities in the corridor over existing medium pressure natural gas distribution pipelines:

1. Notify SCG at least one week prior to beginning work. Arrangements for a SCG representative to be on-site during construction activities over the existing pipeline shall be made by calling (909) 335-7828.
2. Appropriate construction safety precautions are to be maintained at all times when excavating, shoring, installing substructure facilities, drilling, pile driving, backfilling, paving and or other construction methods or operations are taking place within the construction work area.
3. A representative of SCG must observe the excavation around or near their facilities to insure protection and to record pertinent data necessary for their operations.
4. SCG requires that new facilities that cross their pipelines maintain a minimum of one foot of vertical separation and new facilities installed parallel to their pipelines maintain a minimum 2 feet of horizontal separation. Existing 12-inch and larger pipelines require additional horizontal separation.

The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (909) 335-7828 at least 2 working days prior to the start of construction.

5-1.09 OBSTRUCTIONS

Attention is directed to Sections 5-1.18B, "Nonhighway Facilities (Including Utilities)," and 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

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

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

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

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

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

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

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

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

Underground Service Alert	800-227-2600
Coachella Valley Water District	760-398-2661, Ext.2571
Verizon Communications	760-778-3603
Southern California Gas Company	909-335-7828
Imperial Irrigation District	760-398-5820
Kinder Morgan Energy Partners, L.P.	714-560-4940
Time Warner Cable	760-674-5540
Level 3 Communications	1-858-292-2108
Cable USA	760-767-5607

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.

5-1.10 ADJUSTMENTS TO GRADE FOR OBSTRUCTIONS

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

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

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

Said work shall be performed in accordance with Section 15-2.05A, "Frames, Covers, Grates, and Manholes," of the Standard Specifications. Full compensation for adjustment of valve

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

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

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

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

PAYMENT

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

5-1.11 COOPERATION

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

Attention is directed to Section 5-1.18B, "Nonhighway Facilities (Including Utilities)," of the Standard Specifications, and Section "Non-Highway Facilities (Including Utilities)," of these Special Provisions.

The Contractor is hereby advised to cooperate with utility companies (Coachella Valley Water District, Verizon, Southern California Gas, IID, and/or others) for adjusting water valves, manholes and other facilities to grade.

The Contractor is hereby advised to cooperate with property owners when working in front of their property.

Should construction be under way by other forces or by other Contractors 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.

UTILITY WORK BY OWNERS

The Contractor's attention is directed to 5-1.18B, "Nonhighway Facilities (Including Utilities)," of the Standard Specifications.

Working days allowed shall be in accordance with the executed agreement. The working days allowed shall include working days as required by the utility company for access to a portion of the construction site by the affected utility companies to perform utility relocation work, and work associated with the establishment of electrical service. The Utility company days are non-exclusive and are anticipated to not be sequential, and will be assigned by the Resident Engineer in coordination with the scheduling needs of the affected utility companies.

The utility relocation work that is anticipated to be performed during the course of construction is generally described as follows:

Inspection, cable installation, meter installation, and other work associated with the provision of electrical service.

Any and all utility relocation and protection work that may be required during construction. It is anticipated that the utility relocation and protection work to be

performed by the Coachella Valley Water District, Verizon, Southern California Gas, IID will be completed prior to the start of construction. However, the Contractor shall cooperate with any utility forces that have a need to perform work within the project limits during the course of construction.

PAYMENT

Full compensation for the provisions of this Section shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8 MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

("length along the direction of travel" x "marker width")

1. Apex, Model 921AR (4" x 4")
2. Ennis-Flint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")

3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis-Flint, Model 948 (2.3" x 4.7")
2. Ennis-Flint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710
8. 3M Series A145, Removable Black Line Mask
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Ennis-Flint, "Hot Tape"
2. Ennis-Flint, "Premark Plus"
3. Ennis-Flint, "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

Lane Separation System

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb , Model No. SF0200

CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. Traffix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 RI

OBJECT MARKERS

Type "K", 18-inch

1. Pexco LLC, Model FG318PE

2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA
5. Impact Recover Systems, Model 282-K

Type "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24
10. Impact Recover Systems, Model 282-Q

**CONCRETE BARRIER MARKERS AND
TEMPORARY RAILING (TYPE K) REFLECTORS**

Impactable Type

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00
10. Impact Recover Systems, 200-GRP

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.
2. Worldwide Safety and Irwin Hodson, Monarch Butterfly Reflective Device (MBGR only)

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series and WR-6100
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100 Series
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"

4. 3M Series 3810

BARRICADE SHEETING

Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Type IV, High Intensity (Typically Unmetalized Microprismatic Retroreflective Element)

1. 3M Series 3334/3336

Vertical Clearance Signs: Structure Mounted

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

SPECIALTY SIGNS

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpollic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
4. Kommerling, USA, KomAlu 3 mm

8-1.02 SLAG AGGREGATE

Aggregate produced from slag resulting from a steel-making process or air-cooled iron blast furnace slag shall not be used for this project.

8-1.03 FILTER FABRIC

Filter fabric for structure approach slab (Type N) and precast concrete wall must be Class A as specified in Section 88-1.02, "Filtration," of the Standard Specifications.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

STRENGTH DEVELOPMENT TIME

The time allowed to obtain the minimum required compressive strength as specified in Section 90-1.01, "Description," of the Standard Specifications will be 56 days when the Contractor chooses cementitious material that satisfies the following equation:

$$\frac{(41 \times UF) + (19 \times F) + (11 \times SL)}{TC} \geq 7.0$$

Where:

- F = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N, including the amount in blended cement, pounds per cubic yard. F is equivalent to the sum of FA and FB as defined in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard
- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard
- TC = Total amount of cementitious material used, pounds per cubic yard

For concrete satisfying the equation above, the Contractor shall test for the modulus of rupture or compressive strength specified for the concrete involved, at least once every 500 cubic yards, at 28, 42, and 56 days. The Contractor shall submit test results to the Engineer and the Transportation Laboratory, Attention: Office of Concrete Materials.

SUPPLEMENTARY CEMENTITIOUS MATERIALS

The Contractor may use rice hull ash as a supplementary cementitious material (SCM) to make minor concrete. Rice hull ash shall conform to the requirements in AASHTO Designation: M 321 and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO ₂) ^a	90 min.
Loss on ignition	5.0 max.
Total Alkalies (as Na ₂ O) equivalent	3.0 max.

Physical Requirements	Percent
Particle size distribution	
Less than 45 microns	95
Less than 10 microns	50
Strength Activity Index with portland cement ^b	
7 days	95 (minimum % of control)
28 days	110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567 ^c	0.10 max.
Surface Area when testing by nitrogen adsorption in conformance with ASTM D 5604	40.0 m ² /g min.

Notes:

^a A maximum of 1.0% of the SiO₂ may exist in crystalline form.

^b When tested in conformance with the requirements for strength activity testing of silica fume in AASHTO Designation: M 307

^c In the test mix, Type II or Type V portland cement shall be replaced with at least 12% RHA by weight.

For the purposes of calculating cementitious material requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications and these special provisions, rice hull ash is considered to be represented by the variable *UF*.

8-2.02 CORROSION CONTROL FOR PORTLAND CEMENT CONCRETE

Portland cement concrete in contact with native soil at Airport Boulevard Overhead and Retaining Wall Nos. 1 through 7 is considered to be in a corrosive environment and shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions, except the specifications for supplementary cementitious material content in Section 90-2.01C, "Required Use Of Supplementary Cementitious Materials," of the Standard Specifications shall not apply.

Cementitious material to be used in portland cement concrete shall conform to the provisions in Section 90-2, "Materials," of the Standard Specifications, and shall be a combination of either Type II or Type V portland cement and supplementary cementitious material.

Concrete in a corrosive environment shall contain not less than 675 pounds of cementitious material per cubic yard.

Reduction in the cementitious material content specified or ordered in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications, is not permitted for concrete in a corrosive environment.

For concrete in a corrosive environment, the cementitious material shall be comprised of one of the following:

- A. 25 percent by weight of either fly ash or natural pozzolan with a CaO content of up to 10 percent, and 75 percent by weight of portland cement
- B. 20 percent by weight of either fly ash or natural pozzolan with a CaO content of up to 10 percent, 5 percent by weight of silica fume, and 75 percent by weight of portland cement

- C. 12 percent by weight of either silica fume, metakaolin, or UFFA; and 88 percent by weight of portland cement

For the concrete in contact with native soil at Airport Boulevard Overhead and Retaining Wall Nos. 1 through 7, the ratio of the amount of free water to the amount of cementitious material used in concrete in a corrosive environment shall not exceed 0.40.

Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

8-2.03 PRECAST CONCRETE QUALITY CONTROL

GENERAL

Precast concrete quality control shall conform to these special provisions.

Unless otherwise specified, precast concrete quality control shall apply when any precast concrete members are fabricated in conformance with the provisions in Section 49, "Piling," or Section 51, "Concrete Structures," of the Standard Specifications.

Precast concrete quality control shall not apply to precast concrete members that are fabricated from minor concrete.

In addition, precast concrete quality control shall apply when precast members are fabricated for the following work:

A. Precast concrete wall panel

Quality Control (QC) shall be the responsibility of the Contractor. The Contractor's QC inspectors shall perform inspection and testing prior to precasting, during precasting, and after precasting, and as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the details shown on the plans, and to the specifications.

Quality Assurance (QA) is the prerogative of the Engineer. Regardless of the acceptance for a given precast element by the Contractor, the Engineer will evaluate the precast element. The Engineer will reject any precast element that does not conform to the approved Precast Concrete Quality Control Plan (PCQCP), the details shown on the plans, or to these special provisions.

The Contractor shall designate in writing a precast Quality Control Manager (QCM) for each precasting facility. The QCM shall be responsible directly to the Contractor for the quality of precasting, including materials and workmanship, performed by the Contractor and all subcontractors. The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall not be employed or compensated by any subcontractor, or other persons or entities hired by subcontractors, or suppliers, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Prior to submitting the PCQCP required herein, a meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing precast concrete operations for this project, shall be held to discuss the requirements for precast quality control.

QC Inspectors shall either be 1) licensed as Civil Engineers in the State of California, or 2) have a current Plant Quality Personnel Certification, Level II, from the Precast/Prestressed Concrete Institute. A QC Inspector shall witness all precast concrete operations.

PRECAST CONCRETE QUALIFICATION AUDIT

Unless otherwise specified, no Contractors or subcontractors performing precast concrete operations for the project shall commence work without having successfully completed the Department's Precast Fabrication Qualification Audit, hereinafter referred to as the audit. Copies of the audit form, along with procedures for requesting and completing the audit, are available at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbresources.htm>

An audit that was previously approved by the Department no more than 3 years before the award of this contract will be acceptable for the entire period of this contract, provided the Engineer determines the audit is for the same type of work that is to be performed on this contract.

A list of facilities who have successfully completed the audit and are authorized to provide material for this contract is available at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/smdocuments/Internet_auditlisting.pdf

Successful completion of an audit shall not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in these special provisions and as shown on the plans.

PRECAST CONCRETE QUALITY CONTROL PLAN

Prior to performing any precasting operations, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate PCQCP for each item of work to be precast. A separate PCQCP shall be submitted for each facility. As a minimum, each PCQCP shall include the following:

- A. The name of the precasting firm, the concrete plants to be used, and any concrete testing firm to be used;
- B. A manual prepared by the precasting firm that includes equipment, testing procedures, safety plan, and the names, qualifications, and documentation of certifications for all personnel to be used;
- C. The name of the QCM and the names, qualifications, and documentation of certifications for all QC inspection personnel to be used;
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities;
- E. The methods and frequencies for performing all required quality control procedures, including all inspections, material testing, and any required survey procedures for all components of the precast elements including prestressing systems, concrete, grout,

reinforcement, steel components embedded or attached to the precast member, miscellaneous metal, and formwork;

- F. A system for identification and tracking of required precast element repairs, and a procedure for the reinspection of any repaired precast element. The system shall have provisions for a method of reporting nonconforming precast elements to the Engineer; and
- G. Forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 4 weeks to review the PCQCP submittal after a complete plan has been received. No precasting shall be performed until the PCQCP is approved in writing by the Engineer.

A PCQCP that was previously approved by the Engineer no more than one year prior to the beginning of work on this contract will be acceptable for the entire period of this contract, provided the Engineer determines the PCQCP is for the same type of work that is to be performed on this contract.

An amended PCQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved PCQCP. An amended PCQCP or addendum will be required for any revisions to the PCQCP, including but not limited to changes in concrete plants or source materials, changes in material testing procedures and testing labs, changes in procedures and equipment, changes in QC personnel, or updated systems for tracking and identifying precast elements. The Engineer shall have 2 weeks to complete the review of the amended PCQCP or addendum, once a complete submittal has been received. Work that is affected by any of the proposed revisions shall not be performed until the amended PCQCP or addendum has been approved.

After final approval of the PCQCP, amended PCQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's PCQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications. The Engineer's approval shall neither constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder; and defective work, materials, and equipment may be rejected notwithstanding approval of the PCQCP.

REPORTING

The QC Inspector shall provide reports to the QCM on a daily basis for each day that precasting operations are performed.

A daily production log for precasting shall be kept by the QCM for each day that precasting operations, including setting forms, placing reinforcement, setting prestressing steel, casting, curing, post tensioning, and form release, are performed. The log shall include the facility location, and shall include a specific description of casting or related operations, any problems or deficiencies discovered, any testing or repair work performed, and the names of all QC personnel and the specific QC inspections they performed that day. The daily report from each QC

Inspector shall also be included in the log. This daily log shall be available for viewing by the Engineer, at the precasting facility.

All reports regarding material tests and any required survey checks shall be signed by the person who performed the test or check, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or type-written next to all signatures.

The Engineer shall be notified immediately in writing when any precasting problems or deficiencies are discovered and of the proposed repair or process changes required to correct them. The Engineer shall have 4 weeks to review these procedures. No remedial work shall begin until the Engineer approves these procedures in writing.

The following items shall be included in a precast report that is to be submitted to the Engineer following the completion of any precast element:

- A. Reports of all material tests and any required survey checks;
- B. Documentation that the Contractor has evaluated all tests and corrected all rejected deficiencies, and all repairs have been re-examined with the required tests and found acceptable; and
- C. A daily production log.

At the completion of any precast element, and if the QCM determines that element is in conformance with these special provisions, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. This Certificate of Compliance shall be submitted with the precast report. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans and the provisions of the Standard Specifications and these special provisions.

PAYMENT

In the event the Engineer fails to complete the review of 1) a PCQCP, 2) an amended PCQCP or addendum, or 3) a proposed repair or process change, within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

All required repair work or process changes required to correct precasting operation deficiencies, whether discovered by the QCM, QC Inspector, or by the Engineer, and any associated delays or expenses to the Contractor caused by performing these repairs, shall be at the Contractor's expense.

Full compensation for conforming to the requirements of this section 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.

8-2.04 SELF-CONSOLIDATING CONCRETE FOR PRECAST ELEMENTS

GENERAL

Summary

This section includes specifications for self-consolidating concrete (SCC). You may use SCC for only the following cases:

1. For precast concrete
2. Where the specifications allow the use of SCC

Definitions

self-consolidating concrete: Flowing concrete capable of spreading to a level state without segregation and without the use of internal or external vibrators.

Submittals

Submit the following for approval before placing SCC:

1. SCC mix design and placement procedures
2. Trial batch test report

Quality Control and Assurance

General

Prepare SCC specimens for compressive strength testing under California Test 540 except fabricate test specimens as follows:

1. Place test molds on a firm, flat surface to prevent distortion of the bottom surface. When more than 1 specimen is to be made from the same batch, make all specimens simultaneously. Fill the mold in 1 lift, pouring the concrete from a larger container. Pat sides of the mold lightly by hand, or jig by rocking the mold from side to side.
2. Strike off the surface of the concrete even with the top edge of the mold. Wipe the sides of the mold free of excess concrete and press the lid on.

Prequalification of SCC Mix Design

Prequalify the SCC mix design with a trial batch using the same materials, mix proportions, mixing equipment, procedures, and size of batch to be used in the production of SCC. The trial batch test report for the SCC mix design must include the following tests and results:

SCC Mix Design Requirements

Property	Requirement	Test Method
Slump Flow	At least 20 inches	ASTM C 1611
Flow Rate - T ₅₀	Between 2 and 7 seconds	ASTM C 1611
Visual Stability Index	1 or less	ASTM C 1611
J-Ring Flow	The difference between J-Ring flow and the slump flow must not exceed 2 inches	ASTM C 1621
Column Segregation	Static segregation must not exceed 15%	ASTM C 1610
Bleeding	Bleeding capacity must not exceed 2.5%	ASTM C 232
Compressive Strength	The average of 5 test cylinders must be at least 600 psi greater than the specified strength. ^a	California Test 521
Minimum Compressive Strength	The minimum for an individual test cylinder must not be less than the specified strength. ^a	California Test 521

Note:

^a At the maximum age specified or allowed

Field Quality Control

Determine the fine aggregate moisture content for each batch of SCC.

Determine slump flow and visual stability index (VSI) under ASTM C 1611 at the beginning of SCC placement and whenever a set of concrete cylinders is prepared. The slump flow must not vary by more than 3 inches from the mix design slump flow, and the minimum allowable slump flow is 20 inches. VSI must be 1.0 or less. If the Engineer rejects SCC for slump flow and VSI, make corrective changes in the SCC mix design or placement procedures before placing additional SCC. Submit revised SCC mix design or placement procedures for approval.

MATERIALS

SCC must comply with Section 90, "Portland Cement Concrete," of the Standard Specifications except Section 90-3, "Aggregate Gradings," of the Standard Specifications does not apply.

PAYMENT

The Department measures and pays for SCC under the specifications requiring or allowing its use.

SECTION 8-3. WELDING

8-3.01 WELDING

GENERAL

Unless otherwise specified, Section 8-3, "Welding," shall apply to any welding that is specified to conform to an AWS welding code.

Requirements of the AWS welding codes shall apply unless otherwise specified in the Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or AASHTO/AWS.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2008
D1.3	2008
D1.4	2005
D1.5	2008
D1.6	2007
D1.8	2009

Flux cored welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project.

Unless otherwise specified, Clause 6.1.3 of AWS D1.1, paragraph 1 of Section 7.1.2 of AWS D1.4, and Clause 6.1.1.2 of AWS D1.5, are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means approved by the Engineer.

When joint weld details that are not prequalified to the details of Clause 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 15 days to complete the review of the proposed joint detail locations.

In addition to the requirements of AWS D1.1, welding procedure qualifications for work welded in conformance with this code shall conform to the following:

When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 18 inches. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

The Contractor shall notify the Engineer 7 days prior to performing any procedure qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables. The Contractor shall notify the Engineer using the "Standard TL-38 Inspection Form" located at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbforms.htm>

Clause 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Clause 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

- A. Certified NDT Level II technicians, or;
- B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Clause 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Clause 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the Standard Specifications, or in these special provisions. Except as provided for in these special provisions, additional NDT required by the Engineer, and associated repair work, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

WELDING QUALITY CONTROL

Welding quality control shall conform to the requirements in the AWS or other specified welding codes, the Standard Specifications, and these special provisions.

Unless otherwise specified, welding quality control shall apply to work welded in conformance with the provisions in the following:

- A. Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," and Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications
- B. "Joint Seal Assembly" of these special provisions

Unless otherwise specified, Clauses 6.1.4.1 and 6.1.4.3 of AWS D1.1, paragraph 2 of Section 7.1.2 of AWS D1.4, and Clauses 6.1.3.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

The QC Inspector shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, reviewing, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall be a registered professional engineer or shall be currently certified as a CWI.

Unless the QCM is hired by a subcontractor providing only QC services, the QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

The QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans, the Standard Specifications, and these special provisions.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The work is welded in conformance with AWS D1.5 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category CBR, Major Steel Bridges and Fracture Critical endorsement F, when applicable.
- B. Structural steel for building work is welded in conformance with AWS D1.1 and is performed at a permanent fabrication or manufacturing facility that is certified under the

AISC Quality Certification Program, Category STD, Standard for Steel Building Structures.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding provided the facility maintains a QC program that is independent from production.

Unless otherwise specified, an approved independent third party will witness the qualification tests for welders or welding operators. The independent third party shall be a current CWI and shall not be an employee of the contractor performing the welding. The Contractor shall allow the Engineer 15 days to review the qualifications and copy of the current certification of the independent third party.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a prewelding meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing welding or inspection for this project, shall be held to discuss the requirements for the WQCP.

Information regarding the contents, format, and organization of a WQCP, is available at the Transportation Laboratory and at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbresources.htm>

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 2 copies of a separate WQCP for each subcontractor or supplier for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 15 days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS; additional welders; changes in NDT firms, QC, or NDT personnel or procedures; or updated systems for tracking and identifying welds. The Engineer shall have 7 days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents. A copy of the Engineer approved document shall be available at each location where welding is to be performed.

All welding will require inspection by the Engineer. The Contractor shall request inspection at least 3 business days prior to the beginning of welding for locations within California and 5 business days for locations outside of California.

Continuous inspection shall be provided when any welding is being performed. Continuous inspection, as a minimum, shall include having a QC Inspector within such close proximity of all welders or welding operators so that inspections by the QC Inspector of each welding operation at each welding location does not lapse for a period exceeding 30 minutes.

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. The log shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 15 days following the performance of any welding:

- A. A daily production log.
- B. Reports of all visual weld inspections and NDT.
- C. Radiographs and radiographic reports, and other required NDT reports.
- D. A summary of welding and NDT activities that occurred during the reporting period.
- E. Reports of each application of heat straightening.
- F. A summarized log listing the rejected lengths of weld by welder, position, process, joint configuration, and piece number.
- G. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and that all repaired welds have been reexamined using the required NDT and found acceptable.

The following information shall be clearly written on the outside of radiographic envelopes: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers, report numbers, and station markers or views, as detailed in the WQCP. In addition, all interleaves shall have clearly written on them the part description and all included weld numbers and station markers or views, as detailed in the WQCP. A maximum of 2 pieces of film shall be used for each interleave.

Reports of all visual inspections and NDT shall be signed by the inspector or technician and submitted daily to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures. Reports of all NDT, whether specified, additional, or informational, performed by the Contractor shall be submitted to the Engineer.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for field welded steel pipe piling, the Engineer shall be allowed 15 days to review the report and respond in writing after the complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which the Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

For field welded steel pipe piling, including bar reinforcement in the piling, the Contractor shall allow the Engineer 2 business days to review the Welding Report and respond in writing after the required items have been received. No field welded steel pipe piling shall be installed, and no reinforcement in the piling shall be encased in concrete until the Engineer has approved the above requirements in writing.

In addition to the requirements in AWS D1.1 and AWS D1.5, third-time excavations of welds or base metal to repair unacceptable discontinuities, regardless of NDT method, and all repairs of cracks require prior approval of the Engineer.

The Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered, and also of the proposed repair procedures to correct them. For requests to perform third-time excavations or repairs of cracks, the Contractor shall include an engineering evaluation of the proposed repair. The engineering evaluation, at a minimum, shall address the following:

- A. What is causing each defect?
- B. Why the repair will not degrade the material properties?
- C. What steps are being taken to prevent similar defects from happening again?

The Contractor shall allow the Engineer 7 days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer.

Clause 6.5.4 of AWS D1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Clauses 3 and 6.26. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities shall be aided by strong light, magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

In addition to the requirements of AWS D1.5, Clause 5.12 or 5.13, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of 2 WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Clause 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters

- established during welding per Figure 5.1 in conformance with AWS D1.5, Clause 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Clause 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than ± 10 percent for travel speed, ± 10 percent for amperage, and ± 7 percent for voltage as measured from a predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than ± 15 percent when using submerged arc welding.
 - D. For a WPS qualified in conformance with AWS D1.5 Clause 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Clause 5.12 or 5.13.
 - E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Clause 5.19.3.
 - F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
 - G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 3 inches in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Clause 6.26.2, excluding Clause 6.26.2.2. Test plates that do not comply with both tests shall not be used.

PAYMENT

Full compensation for conforming to the requirements of "Welding" 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.

SECTION 9. DESCRIPTION OF BRIDGE WORK

The work to be done consists, in general, of constructing the following structures, as shown on the plans:

AIRPORT BOULEVARD OVERHEAD

Bridge No. XX-XXXX

Construct a 2 span cast-in-place prestressed concrete box girder bridge.

RETAINING WALL No. 1

Construct precast concrete wall with lightweight fill (cellular concrete), approximately 380 feet long, and retaining wall (Type 1), approximately 130 feet long.

RETAINING WALL No. 2

Construct precast concrete wall with lightweight fill (cellular concrete), approximately 490 feet long, and retaining wall (Type 1), approximately 188 feet long.

RETAINING WALL No. 3

Construct precast concrete wall with lightweight fill (cellular concrete), approximately 225 feet long.

RETAINING WALL No. 4

Construct precast concrete wall with lightweight fill (cellular concrete), approximately 160 feet long.

RETAINING WALL No. 5

Construct Type 6 retaining wall, approximately 31 feet long.

RETAINING WALL No. 6

Construct Type 6 retaining wall, approximately 114 feet long.

RETAINING WALL No. 7

Construct Type 6 retaining wall, approximately 35 feet long.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 CONSTRUCTION PROJECT FUNDING AWARENESS SIGNS

The Contractor shall furnish and install 2 Construction Project Funding Awareness Signs. The 10 ft. x 7 ft. signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the requirements of Section 56-2 of the Standard Specifications and the details of Standard Plans RS1 through RS4 for 2 post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction (a preliminary exhibit is included in these special provisions). The Contractor shall submit a copy of the final sign design to the Engineer for approval prior to fabrication. The final sign design shall be in the form of an editable picture file in .eps format – Encapsulated PostScript file.

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

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

The contract unit price paid for funding awareness sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing construction project funding awareness signs, complete in place, including maintaining, removing, and salvaging the signs, disposing of posts and hardware, and excavation and backfill, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.02 RESIDENT ENGINEER'S OFFICE

The Contractor shall furnish and maintain a Resident Engineer's Office (Field Office), suitable for the intended purpose, for the exclusive use of the Engineer and his staff in accordance with these special provisions.

The Contractor shall make all arrangements for utility hook-ups, and pay all connection and monthly fees.

The Field Office shall be maintained in a clean, neat and sanitary manner at all times. All sanitary paper products required for the restroom shall be supplied by the Contractor and shall be included in the contract lump sum price bid.

The Field Office shall be a 600 square foot (minimum) office facility with required utility hook ups, including electricity, potable water, sewage disposal, 2 telephone lines, multi-line speaker phones, internet service, and air conditioning. The facility will have one restroom and partitions creating 3 interior rooms. The Contractor shall obtain all necessary permits and pay monthly rental fees, and shall obtain all rights of entry necessary.

The Field Office shall be provided with a facsimile machine with a separate phone line and a copying machine capable of photocopying 11" x 17" size paper for the exclusive use of the Engineer and the Engineer's staff for the entire duration of the project.

The Contractor shall be aware that theft and vandalism at the job site may be a problem. The Contractor shall be responsible for the security of the Field Office.

If for any reason, the phone, copier, facsimile machine, any office furniture, and/or sanitary facility is vandalized, stolen, or in need of repair, the Contractor, upon receipt of written notice by Engineer, shall have a maximum of 5 working days to replace or repair the items to full working order. If Contractor fails to comply with the 5 working days specified, the County may at its option withhold monthly progress payments until Field Office is returned to full and complete working order.

The Contractor shall meet with the Engineer prior to construction (and at any other time circumstances warrant), and together, shall mutually agree on a location for the field office. Approval of the proposed Field Office by the Engineer shall be obtained prior to implementation.

The following shall be furnished and supplied by the Contractor for the duration of the contract:

1. Furnish, service and maintain office. The following office furniture, in new condition, shall be furnished, at a minimum:
 - 2 ea. 30" x 60" desks with lockable drawers
 - 2 ea. task swivel chairs
 - 1 ea. conference table to accommodate 8 conference chairs.
 - 8 conference chairs
 - 1 ea. 60"H x 40"W x 16"D book shelf
 - 1 ea. 60" x 36" drafting table and chair
2. Supply utilities for office, including electricity, phone (2 lines), potable water, and DSL, Roadrunner or FIOS, as approved, internet service for the duration of the contract, including fees.
3. Supply, service and maintain sanitary facility.
4. Facsimile machine (separate phone line) must be current model or as approved.
5. Furnish 2 current model personal computers for the duration of the contract, suitable and capable for office use, internet connected utilizing DSL service, and complete with

- necessary software including Microsoft Office, latest version. Personal computers may be desktops or laptops, must be new, and shall be as approved. Processors must be i7 or as approved.
6. Two color laser printers, HP Color Laserjet Model 2605DN (also known as Q7822A) or approved alternate. At least one color laser printer must be capable of printing 11" x 17" paper. One color flatbed scanner, HP Scanjet 5590 or approved alternate. Scanner must be network capable. All supplies and necessary maintenance for the use of the above equipment by the Engineer shall be furnished and supplied by the Contractor for the duration of the contract.
 7. Copying machine (11" x 17").
 8. Installation of 4 designated public parking spaces.
 9. Installation of appropriate number of designated parking spaces for the construction manager, inspectors, general Contractors, workers, material suppliers, subcontractors and other support personnel.
 10. Installation of 1 large sized unit commercial trash bin with cover and regularly scheduled pick up.
 11. Field office shall have a 24" x 36" sign, white color, affixed near the door. The sign text shall read "COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT" and shall have County seals affixed to it. Contractor will be supplied the seals by the County.
 12. Remove office from job site at the completion of the project.
 13. Security.
 14. If office is located on private property, all property rental costs and right of entry.
 15. One 20 CF refrigerator.
 16. Water cooler dispenser and bottled water for use with the dispenser.
 17. Bottled water supply (16-20 oz.) for the duration of the project.
 18. One 2TB (WD My Passport or approved equal) external hard drive with network capabilities.
 19. Wireless internet service either through internet service provider or provide wireless router (Asus RT-AC66U or approved equal).
 20. All office supplies, including copier and printer paper.

No monthly progress payments will be due to the Contractor until all provisions and requirements of "Resident Engineer's Office" are complete and in place.

The contract lump sum price paid for Resident Engineer's Office shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, maintaining, and removing Resident Engineer's Office, including furnishing and maintaining the listed equipment and furniture, and providing all necessary supplies for the listed equipment for the duration of the contract work, as specified in these special provisions, and as directed by the Engineer.

10-1.03 ORDER OF WORK

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

The Contractor shall notify the local bus company, SunLine, 30 days prior to beginning construction to relocate bus shelters during and after construction.

The Contractor shall provide pedestrian shuttle service on Airport Boulevard during closure of Airport Boulevard as specified in Lane Closure Chart No. 2 of these special provisions. The pedestrian shuttle service shall transport pedestrians across Airport Boulevard bridge and through the construction limits as shown on the Stage Construction plans. Work hours for the shuttle service shall be 7:00 a.m. to 9:00 p.m. The shuttle service shall pass through the construction zone 4 times per day. The Contractor shall coordinate with the Engineer to confirm the 2 locations of the pick-up/drop-off points. The Contractor shall provide an access phone number to be clearly posted at each location so that pedestrians may contact the shuttle service to request a pick-up. The Contractor shall post a clearly readable schedule at each location.

The pedestrian shuttle service shall be provided by a qualified company or transit agency with fully qualified drivers and all relevant insurance coverage. The Contractor shall provide proof of insurance for the shuttle service at least 2 weeks prior to beginning the shuttle service.

Attention is directed to "Architectural Surface (Textured Concrete)" of these special provisions regarding constructing a test panel at least 4' x 4' in size before beginning work on architectural textures.

Attention is directed to "Steel Railing" of these special provisions regarding constructing a test panel prior to ordering material.

The first order of work shall be to place the order for the electrical equipment.

The uppermost layer of new pavement shall not be placed until all underlying conduits have been installed.

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

Prior to applying hot mix asphalt, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the hot mix asphalt has been placed. After completion of the paving operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per ton for hot mix asphalt (Type A), and no additional compensation will be allowed therefor.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

When embankment settlement periods or surcharge embankment settlement periods are specified, the settlement periods and the deferment of portions of the work shall comply with the provisions in Section 19-6.025, "Settlement Period," of the Standard Specifications and in "Earthwork" of these special provisions.

10-1.04 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS

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

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

When any material is to be disposed of outside the highway right of way, and the County of Riverside has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made, and obtain all required permits from the jurisdictional agency(s) for said work, and he shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County of Riverside from any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at an established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request.

10-1.05 DEMOBILIZATION

Demobilization consists of the completion of all final construction 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 the provisions in Section 22, "Finishing Roadway," of the Standard Specifications.
2. Removal of all temporary facilities, construction office, 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 Disadvantaged Business Enterprise report to the Engineer.
6. Submission of final certified payroll documents to the Engineer.
7. Submission of property owner releases, as required by the Engineer.
8. Completion of the requirements of permits issued by other agencies.
9. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

Demobilization shall include the satisfactory completion of all items of work, but shall not be construed as being a separate payment for work that is paid under separate contract items. The contract item for Demobilization is intended for proper close-out activities.

Payment for Demobilization 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 Demobilization will be included in the final pay estimate and payment. No partial payments will be made for Demobilization.

Full compensation for conforming to finishing roadway requirements shall be considered as included in the contract prices paid for the various items of work involved, and no separate payment will be made therefor.

10-1.06 SURVEY STAKING

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

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

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

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

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

10-1.07 COURSE OF CONSTRUCTION INSURANCE

The Contractor shall provide evidence of insurance and the required endorsements in accordance with these special provisions and shall declare all terms, conditions, coverage, limits, and policy deductible.

The Contractor shall provide All Risk Builder's Risk (Course of Construction) insurance, including earthquake and flood, property at off-site storage locations and while in transit. Coverage shall include collapse, faulty workmanship debris removal, expediting expense, Fire Department Service charges, valuable papers and records, trees, grass, shrubbery and plants. Policy shall be written on a completed value form. Policy shall also provide coverage for temporary structures (onsite offices, etc.), fixtures, machinery and equipment being installed as part of the construction project and Business Interruption coverage.

The occurrence limit of the Course of Construction Insurance shall be for the full value of the contract. Course of Construction insurance shall include coverage for earth movement and flood damage, for the full value of the contract.

Course of Construction coverage shall be for all work included in the construction contract, as awarded by the County of Riverside.

The contract lump sum price paid for Course of Construction Insurance shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing course of construction insurance as specified in this section.

10-1.08 INSURANCE

ADDITIONAL INSURED

In addition to the requirements of Section 4, "Insurance – Hold Harmless" of the General Conditions, the Contractor's Certificate of Insurance and 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.

"County of Riverside, its officers, directors, agents and employees"

"State of California, Transportation Department, its officers, directors, agents and employees."

"Union Pacific, its officers, directors, agents and employees"

"Coachella Valley Water District its officers, directors, agents and employees"

"Coachella Valley Association of Governments, its officers, directors, agents, and employees"

"Level 3 Communications, its officers, directors, agents, and employees"

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection F, "Hold Harmless" of Section 4, "Insurance – Hold Harmless" of the General Conditions.

AMENDMENT TO COMMERCIAL GENERAL LIABILITY

Refer to "Commercial General Liability" in the General Conditions. The Commercial General Liability is amended from \$2,000,000 each occurrence to \$5,000,000 each occurrence.

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

- \$5,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

Full compensation for conforming to the requirements of this section 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.

10-1.09 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Trash bins must be covered at the end of each day and when not in use.
- 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.

Full compensation for conforming to the requirements of this section, not otherwise provided for, 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.

10-1.10 RECORD DRAWINGS

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

Full compensation for maintaining and compiling the record drawings shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.11 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.

The 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 be 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.

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

Grffiti 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. Grffiti 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 2 working days.

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for graffiti removal and cleaning requirements 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 "Graffiti Removal and Cleaning" as determined by the Engineer.

Full compensation for conforming to these graffiti removal and cleaning requirements, including labor, equipment, materials, necessary traffic control, and incidentals, shall be considered as included in the contract lump sum price paid for construction site management, and no additional compensation will be allowed therefor.

10-1.12 WATER POLLUTION CONTROL

GENERAL

Summary

This work includes developing and implementing a storm water pollution prevention plan (SWPPP).

This project is risk level 1.

Discharges of stormwater from the project must comply with National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ as amended by 2010-0014-DWQ) (CGP), referred to herein as "Permit."

Information on forms, reports, and other documents can be found in the following Department (Caltrans) manuals:

1. Field Guide for Construction Site Dewatering
2. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
3. Construction Site Best Management Practices (BMP) Manual

For the above-referenced manuals, go to the Department's (Caltrans) Web site for the Division of Construction, Storm Water and Water Pollution Control Information, or the Department's (Caltrans) Publication Distribution Unit.

Do not start job site activities until:

1. The SWPPP is approved.
2. The waste discharge identification number is issued.
3. SWPPP review requirements have been fulfilled. If the Regional Water Quality Control Board (RWQCB) requires time for review, allow 30 days for the review.

If you operate a Contractor-support facility, protect stormwater systems and receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the State Water Resources Control Board (SWRCB) for "Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities" and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the Web site for the SWRCB.

If you operate a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve 1 or more contracts

If you obtain or dispose of material at a noncommercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of your activities. Upon completion of your work, leave the site in a condition such that water will not collect or stand therein.

The Department does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

Definitions

active area: Area where soil-disturbing work activities have occurred at least once within 15 days.

construction phase: Includes (1) highway construction phase for building roads and structures, (2) plant establishment and maintenance phase for placing vegetation for final stabilization, and (3) suspension phase for suspension of work activities or winter shutdown. The construction phase continues from the start of work activities to contract acceptance.

inactive area: Area where soil-disturbing work activities have not occurred within 15 days.

normal working hours: Hours you normally work on the project.

qualifying rain event: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

storm event: Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

Submittals

Storm Water Pollution Prevention Plan

General

Within 20 calendar days of contract approval:

1. Submit 3 copies of your SWPPP for review. Allow 20 days for the Department's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.
3. When the Engineer approves the SWPPP, submit an electronic copy and 4 printed copies of the approved SWPPP.
4. If the RWQCB requires review of the approved SWPPP, the Engineer submits the approved SWPPP to the RWQCB for its review and comment.
5. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

A qualified SWPPP developer (QSD) must develop the SWPPP.

The SWPPP must comply with the Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual, and the erosion control plans. Include the following in the SWPPP:

1. Description of the work involved in the installation, maintenance, repair, and removal of temporary and permanent water pollution control practices.
2. Maps showing:
 - 2.1. Locations of disturbed soil areas
 - 2.2. Water bodies and conveyances
 - 2.3. Locations and types of water pollution control practices that will be used for each Contractor-support facility
 - 2.4. Locations and types of temporary water pollution control practices that will be used in the work for each construction phase
 - 2.5. Locations and types of water pollution control practices that will be installed permanently under the contract
 - 2.6. Pollutant sampling locations
 - 2.7. Locations planned for storage and use of potential nonvisible pollutants
 - 2.8. Receiving water sampling locations
3. Copy of permits obtained by the Department, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse.

Include the following items in the SWPPP:

1. For all projects:

- 1.1. Schedule
- 1.2. Construction site monitoring program (CSMP)

Schedule

The SWPPP schedule must show when:

1. Work activities will be performed that could cause the discharge of pollutants into stormwater
2. Water pollution control practices associated with each construction phase will be implemented
3. Soil stabilization and sediment control practices for disturbed soil areas will be implemented

Construction Site Monitoring Program

A QSD must prepare the CSMP. Change the program to reflect current job site activities as needed. The CSMP must include the following:

1. For all projects:
 - 1.1. Visual monitoring procedures
 - 1.2. Sampling and analysis plan (SAP) for nonvisible pollutants
 - 1.3. SAP for nonstormwater discharges
 - 1.4. SAP for monitoring required by RWQCB

Sampling and Analysis Plan

Include a SAP in the CSMP.

Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analytical method. For a list of State-certified laboratories go to the CDPH Web site.

The SAP must include procedures for sample collection during precipitation.

The SAP must list conditions when you will not be required to physically collect samples such as:

1. Dangerous weather
2. Flooding or electrical storms
3. Times outside of normal working hours

Amend the SAP whenever discharges or sampling locations change because of changed work activities or knowledge of site conditions.

The SAP for nonvisible pollutants must describe the sampling and analysis strategy for monitoring nonvisible pollutants.

The SAP for nonvisible pollutants must identify potential nonvisible pollutants present at the job site associated with any of the following:

1. Construction materials and wastes
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to stormwater

The SAP for nonvisible pollutants must include sampling procedures for the following conditions when observed during a stormwater visual inspection. Include a procedure for collecting at least 1 sample for each storm event for:

1. Materials or wastes containing potential nonvisible pollutants not stored under watertight conditions
2. Materials or wastes containing potential nonvisible pollutants stored under watertight conditions at locations where a breach, leak, malfunction, or spill occurred and was not cleaned up before the precipitation
3. Chemical applications occurring within 24 hours before precipitation or during precipitation that could discharge pollutants to surface waters or drainage systems, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or nonpigmented curing compound
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to stormwater runoff and discharge pollutants to surface waters or drainage systems, unless independent test data is available to indicate acceptable concentrations of nonvisible pollutants in the material
5. Stormwater runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP for nonvisible pollutants must provide sampling procedures and a schedule for:

1. Sample collection during the first 2 hours of rain events that generate runoff
2. Sample collection during normal working hours
3. Each nonvisible pollutant source

4. Uncontaminated control sample

The SAP for nonvisible pollutants must identify locations for sampling downstream and control samples and the reasons for selecting those locations. Select locations for control samples where the sample does not come in contact with materials, wastes, or areas associated with potential nonvisible pollutants or disturbed soil areas.

Amendments

Amend and resubmit the SWPPP:

1. Annually before July 15th
2. Whenever:
 - 2.1. Changes in work activities could affect the discharge of pollutants
 - 2.2. Water pollution control practices are added by Contract Change Order
 - 2.3. Water pollution control practices are added at your discretion
 - 2.4. Changes in the quantity of disturbed soil are substantial
 - 2.5. Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
 - 2.6. You receive a written notice of a permit violation for the project from the RWQCB or any other regulatory agency

Allow the same review time for amendments to the SWPPP as for the original SWPPP.

Training Records

Submit water pollution control training records for all employees and subcontractors who will be working at the job site. Include the training subjects, training dates, ongoing training, and tailgate meetings with your submittal. Submit records for:

1. Existing employees within 5 business days of obtaining SWPPP approval
2. New employees within 5 business days of receiving the training
3. A subcontractor's employees at least 5 business days before the subcontractor starts work

Contractor-Support Facility

At least 5 business days before operating any Contractor-support facility, submit:

1. A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
2. A copy of the notice of intent approved by the RWQCB and the SWPPP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Site Inspection Reports

The water pollution control (WPC) manager must submit the following within 24 hours of completing a weekly inspection:

1. Completed Stormwater Site Inspection Report form.
2. Best management practices (BMP) status report. The WPC manager must oversee the preparation of the report. The report must include:
 - 2.1. Location and quantity of installed water pollution control practices
 - 2.2. Location and quantity of disturbed soil for active and inactive areas

Visual Monitoring Reports

Submit a visual monitoring report for:

1. Each storm event. Include:
 - 1.1. Date, time, and rain gauge reading
 - 1.2. Visual observations:
 - 1.2.1. Within 2 business days before the storm for:
 - 1.2.1.1. Spills, leaks, and uncontrolled pollutants in drainage areas
 - 1.2.1.2. Proper implementation of water pollution control practices
 - 1.2.1.3. Leaks and adequate freeboard in storage areas
 - 1.2.2. Every 24 hours during the storm for:
 - 1.2.2.1. Effective operation of water pollution control practices
 - 1.2.2.2. Water pollution control practices needing maintenance and repair
 - 1.2.3. Within 2 business days after a qualifying rain event for:
 - 1.2.3.1. Stormwater discharge locations
 - 1.2.3.2. Evaluation of design, implementation, effectiveness, and locations of water pollution control practices including locations where additional water pollution control practices may be needed
2. Nonstormwater discharges during each of the following periods:
 - 2.1. January through March
 - 2.2. April through June
 - 2.3. July through September
 - 2.4. October through December

Use the Stormwater Site Inspection Report form to document visual monitoring. A visual monitoring report must include:

1. Name of personnel performing the inspection, inspection date, and date the inspection report is completed
2. Storm and weather conditions
3. Location of any:
 - 3.1. Floating and suspended material, sheen on the surface, discoloration, turbidity, odor, and source of observed pollutants for flowing and contained stormwater systems
 - 3.2. Nonstormwater discharges and their sources
4. Corrective action taken

Retain visual monitoring reports at the job site as part of the SWPPP.

Sampling and Analysis

Whenever sampling is required, submit a printed copy and electronic copy of water quality analysis results, and quality assurance and quality control reports within 48 hours of field sampling, and within 30 days of laboratory analysis. Electronic copies must be in one of the following formats: (1) xls, (2) .txt, (3) .cvs, (4) .dbs, or (5) .mdb. Include an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample. The evaluation must include:

1. Sample identification number
2. Contract number
3. Constituent
4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

Storm Water Annual Report

Submit 2 copies of a storm water annual report that covers the preceding period from July 1st to June 30th. The report must be submitted before July 15th if construction occurs from July 1st to June 30th or within 15 days after contract acceptance if construction ends before June 30th. Allow 10 days for the Engineer's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.

Obtain approval for the format of the storm water annual report. The report must include:

1. Project information such as description and work locations
2. Stormwater monitoring information, including:
 - 2.1. Summary and evaluation of sampling and analysis results and laboratory reports
 - 2.2. Analytical methods, reporting units, and detection limits for analytical parameters
 - 2.3. Summary of corrective actions taken
 - 2.4. Identification of corrective actions taken and compliance activities not implemented
 - 2.5. Summary of violations
 - 2.6. Names of individuals performing stormwater inspections and sampling

- 2.7. Logistical information for inspections and sampling, including location, date, time, and precipitation
- 2.8. Visual observations and sample collection records
3. Documentation of training for individuals responsible for:
 - 3.1. Permit compliance
 - 3.2. BMP installation, inspection, maintenance, and repair
 - 3.3. Preparing, revising, and amending the SWPPP

Submit a revised storm water annual report within 5 business days of receiving the Engineer's comments. The Engineer's review resumes when a complete report has been resubmitted.

When the storm water annual report is approved, submit 1 electronic copy and 2 printed copies of the report signed by the WPC manager.

Information After Storm Event

Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the WPC manager must submit the following information:

1. Date, time, location, and nature of the activity and the cause of the notice or order
2. Type and quantity of discharge
3. Water pollution control practices in use before the discharge or before receiving the notice or order
4. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

Quality Control and Assurance

Training

Employees must receive initial water pollution control training before starting work at the job site.

For your project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

1. Provide stormwater training in the following subjects:
 - 1.1. Water pollution control rules and regulations
 - 1.2. Implementation and maintenance for:
 - 1.2.1. Temporary soil stabilization
 - 1.2.2. Temporary sediment control
 - 1.2.3. Tracking control
 - 1.2.4. Wind erosion control
 - 1.2.5. Material pollution prevention and control
 - 1.2.6. Waste management

1.2.7. Nonstormwater management

2. Conduct weekly training meetings covering:
 - 2.1. Deficiencies and corrective actions for water pollution control practices
 - 2.2. Water pollution control practices required for work activities during the week
 - 2.3. Spill prevention and control
 - 2.4. Material delivery, storage, usage, and disposal
 - 2.5. Waste management
 - 2.6. Nonstormwater management procedures

Training for personnel who collect water quality samples must include:

1. CSMP review
2. Health and safety review
3. Sampling simulations

Water Pollution Control Manager

General

The WPC manager must be a QSD. Assign 1 WPC manager to implement the SWPPP. You may assign a QSD other than the WPC manager to develop the SWPPP.

Qualifications

A QSD must:

1. Have completed stormwater management training described in the Caltrans Web site for the Division of Construction, Storm Water and Water Pollution Control Information
2. Be one or more of the following:
 - 2.1. California registered civil engineer
 - 2.2. California registered professional geologist or engineering geologist
 - 2.3. California licensed landscape architect
 - 2.4. Professional hydrologist registered through the American Institute of Hydrology
 - 2.5. Certified Professional in Erosion and Sediment Control (CPESC)TM registered through Enviro Cert International, Inc.
 - 2.6. Certified Professional in Storm Water Quality (CPSWQ)TM registered through Enviro Cert International, Inc.
 - 2.7. Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)
3. Have completed SWRCB approved QSD training and passed the QSD exam

Responsibilities

The WPC manager must:

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee:

- 3.1. Maintenance of water pollution control practices
- 3.2. Inspections of water pollution control practices identified in the SWPPP
- 3.3. Inspections and reports for visual monitoring
- 3.4. Sampling and analysis
- 3.5. Preparation and submittal of:
 - 3.6.1. SWPPP annual certification
 - 3.6.2. Annual reports
 - 3.6.3. BMP status reports
4. Oversee and enforce hazardous waste management practices including spill prevention and control measures
5. Have authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved SWPPP
8. Amend the SWPPP if required
9. Be at the job site within 2 hours of being contacted
10. Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

Sampling and Analysis

Assign trained personnel to collect water quality samples. Document the personnel and training in the SAP.

Samples taken by assigned field personnel must comply with the equipment manufacturer's instructions for collection, analytical methods, and equipment calibration.

Samples taken for laboratory analysis must comply with water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants.

Whenever downstream samples show increased levels of pollutants, assess water pollution control practices, site conditions, and surrounding influences to determine the probable cause for the increase.

CONSTRUCTION

General

Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, and municipal separate storm sewer systems.

Retain a printed copy of the approved SWPPP at the job site.

Install facilities and devices used for water pollution control practices before performing work activities. Install soil stabilization materials for water pollution control practices in all inactive areas or before storm events.