

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



455A

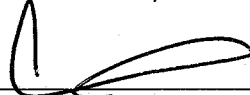
FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 8, 2013

SUBJECT: Grand Avenue and Blackwell Boulevard, Traffic Signal, Lighting and Intersection Improvements Project, Community of Lakeland Village

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the construction of Grand Avenue and Blackwell Boulevard, Traffic Signal, Lighting and Intersection Improvements Project, community of Lakeland Village; 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 11, 2013, at which time bids, will be opened.



Juan C. Perez
Director of Transportation and Land Management

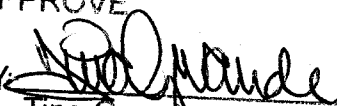
JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 492,896	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: West County Development Impact Fee (DIF) Signal Mitigation Fund (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE
BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Disqualify: Jeffries
Date: August 20, 2013
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

Prev. Agn. Ref. 4/9/2013, Item 3-32 | District: 1/1 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-103

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHAL VICTOR
DATE: 8/16/13

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Grand Avenue and Blackwell Boulevard, Traffic Signal, Lighting and Intersection Improvements Project, Community of Lakeland Village

August 8, 2013

Page 2 of 2

BACKGROUND: The Transportation Improvement Program (TIP) provides for the construction of a traffic signal, lighting, and intersection improvements at Grand Avenue and Blackwell Boulevard within the community of Lakeland Village. This intersection met the warrants for traffic signal control. The proposed traffic signal will improve traffic operations and safety. Other improvements consist of constructing sidewalk, curb and gutter, curb ramps to comply with Americans with Disabilities Act (ADA) requirements, roadside signs, installing painted traffic stripes and thermoplastic pavement markings, and associated improvements.

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

The Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities.

The bid documents include the following schedules of work:

Base Bid: Primary items of work

Alternate 1: Construction of 8-inch and 4-inch waterline, which will be funded by the Elsinore Valley Municipal Water District (EVMWD)

If EVMWD 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 EVMWD in accordance with the funding agreement executed by the Board of Supervisors on April 9, 2013 (Agenda Item 3-32).

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

Environmental clearance is complete.

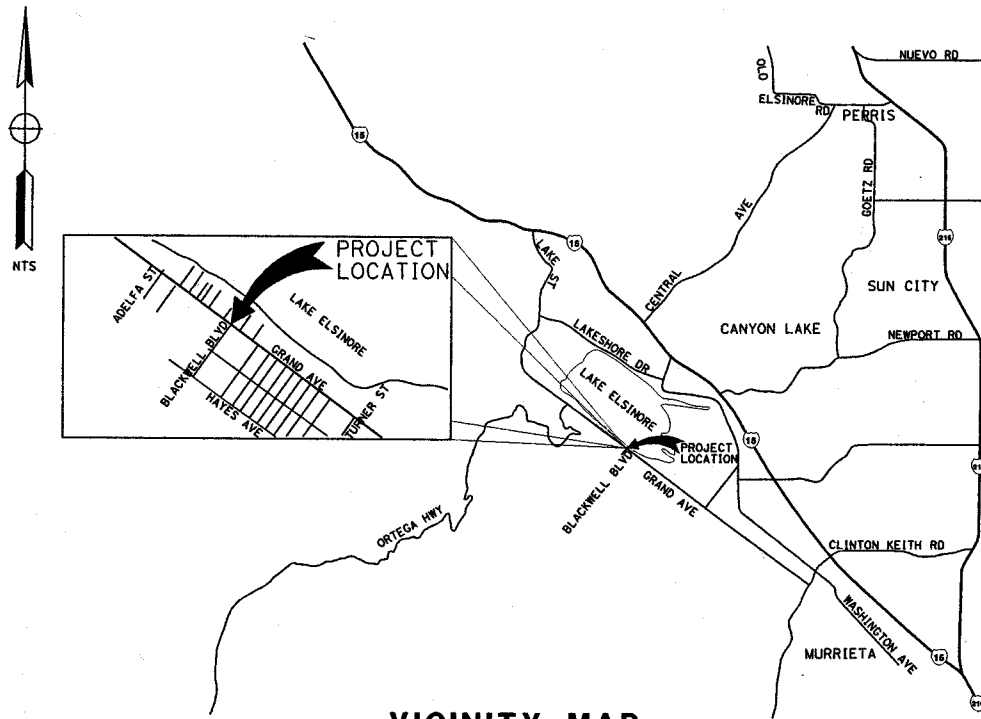
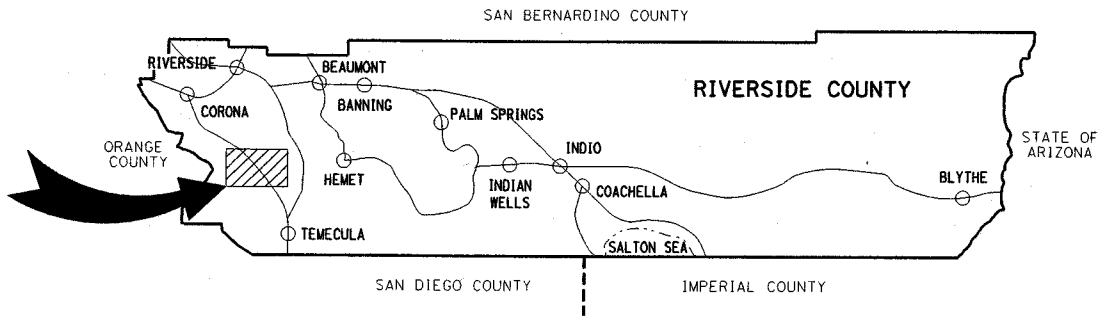
Project Number: C0-0533

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

GRAND AVE AND BLACKWELL BLVD
TRAFFIC SIGNAL PROJECT
GRAND AVE 600' N'LY AND 600' S'LY OF BLACKWELL BLVD

LAKELAND VILLAGE

PROJECT No. CO-0533



VICINITY MAP

TOWNSHIP 8 RANGE 5W SECTION 24
COUNTY ROAD BOOK PAGE No. 42A

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

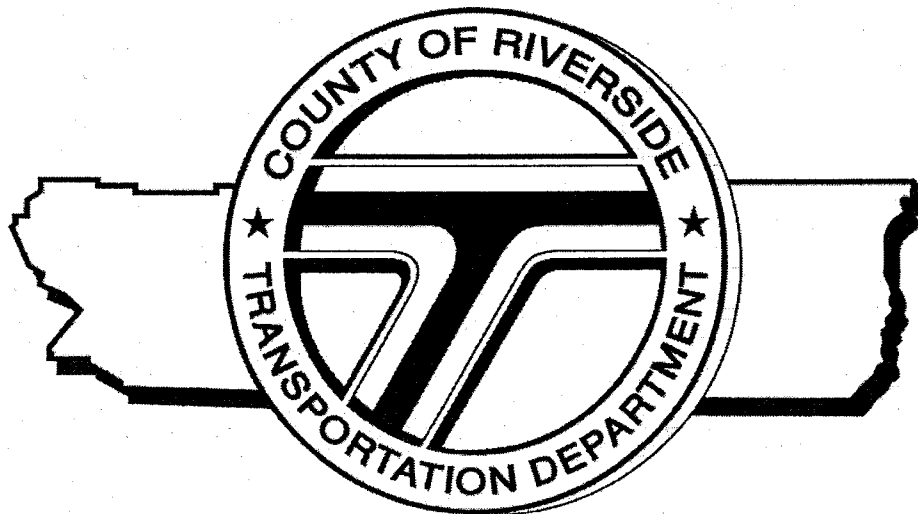
of

Grand Avenue and Blackwell Boulevard

Traffic Signal, Lighting and Intersection Improvements Project

Community of Lakeland Village

Project No. C0-0533



TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 8/6/13
MARSHA L. VICTOR DATE

General

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

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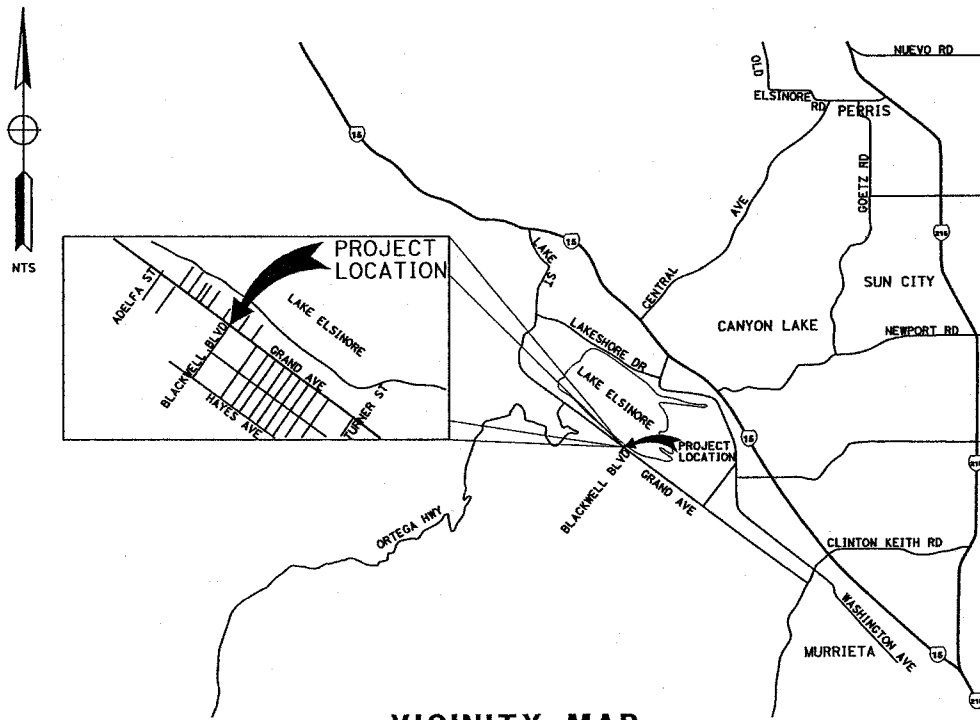
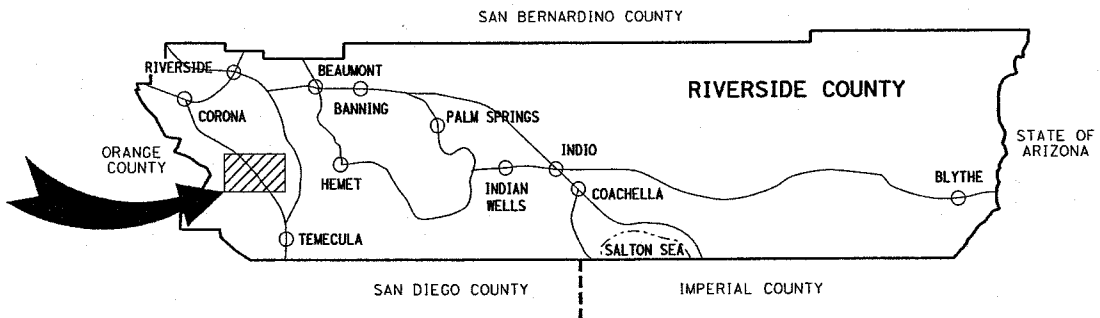
* **Note:** See the first page of this document description for a detailed Table of Contents.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

GRAND AVE AND BLACKWELL BLVD
TRAFFIC SIGNAL, LIGHTING, AND
INTERSECTION IMPROVEMENTS PROJECT

COMMUNITY OF LAKELAND VILLAGE

PROJECT No. CO-0533



VICINITY MAP

TOWNSHIP 6S RANGE 5W SECTION 24
COUNTY ROAD BOOK PAGE No. 42A

Specification and Contract Documents
for the construction of
Grand Avenue and Blackwell Boulevard
Traffic Signal, Lighting and Intersection Improvements Project
Community of Lakeland Village
Project No. C0-0533

Contract Approval(s)

Approval:



Khalid Nasim, PE
Engineering Division Manager



Date

Specification and Contract Documents

for the construction of

Grand Avenue and Blackwell Boulevard

Traffic Signal, Lighting and Intersection Improvements Project

Community of Lakeland Village

Project No. C0-0533

Engineering Certification(s)

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

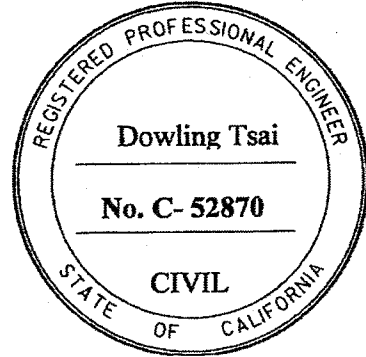
Traffic, Signing and Striping



Dowling Tsai, PE

7/24/13

Date



Roadway and Civil Improvements



Dilesh R. Sheth, PE

7-23-13

Date



Specification and Contract Documents

for the construction of

Grand Avenue and Blackwell Boulevard

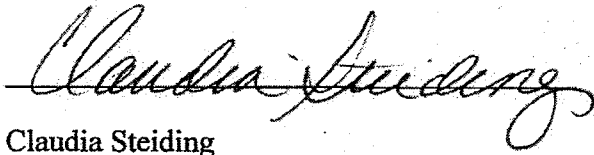
Traffic Signal, Lighting and Intersection Improvements Project

Community of Lakeland Village

Project No. C0-0533

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:



Claudia Steiding
Senior Transportation Planner/NPDES
Coordinator

7/25/13
Date

Notice to Bidders

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

**Grand Avenue and Blackwell Boulevard
Traffic Signal, Lighting and Intersection Improvements Project
Community of Lakeland Village
Project No. C0-0533**

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **September 11, 2013** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **July 2013**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$25.00** per set with 24" x 36" 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:	\$ 443,000 - \$ 518,000	(Base Bid)
	\$ 49,000 - \$ 60,000	(Alternate Bid Schedule)
Bid Bond	10 %	
Performance Bond	100 %	
Payment Bond	100 %	
Working Days	45 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 **Grand Avenue and Blackwell Boulevard, Traffic Signal, Lighting and Intersection Improvements Project, Community of Lakeland Village, Project No. C0-0533** 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 Instruction 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.

**GRAND AVENUE AND BLAKWELL BOULEVARD
TRAFFIC SIGNAL, LIGHTING AND INTERSECTION IMPROVEMENTS PROJECT
COMMUNITY OF LAKELAND VILLAGE**

PROJECT NO. C0-0533

PROPOSAL

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	170101	DEVELOP WATER SUPPLY	LS	1		
3	074020	WATER POLLUTION CONTROL	LS	1		
4	120100	TRAFFIC CONTROL SYSTEM	LS	1		
5	160101	CLEARING AND GRUBBING [INCLUDING MISCELLANEOUS WORK]	LS	1		
6	160120	REMOVE TREE	EA	4		
7	152379	RELOCATE FENCE	LF	132		
8	000003	RELOCATE EXISTING AIR/WATER DISPENSER	EA	1		
9	150771	REMOVE ASPHALT CONCRETE DIKE	LF	167		
10	150772	REMOVE CURB	LF	75		
11	153210	REMOVE CONCRETE [EXISTING DRIVEWAY]	EA	1		
12	150804	REMOVE DRAINAGE FACILITY [EXISTING DRAINAGE BOX AND SLURRY FILL EXISTING STORM DRAIN PIPE]	LS	1		
13	000003	REMOVE EXISTING AND INSTALL NEW MAILBOX (CLUSTER-BOX UNIT WITH USPS ACCESS)	EA	1		
14	000003	SAWCUT, REMOVE AND REPLACE EXISTING CONCRETE TO MATCH EXISTING (PARKING LOT)	SQFT	600		
15	150857	REMOVE ASPHALT CONCRETE SURFACING [AND REPLACE WITH 4" PCC]	SQFT	350		
16	513553	RETAINING WALL [MASONRY BLOCK WALL]	LF	116		
17	018001	FENCE [INSTALL 4' HIGH VINYL FENCE ON TOP OF BLOCK WALL]	LF	116		
18	513553	RETAINING WALL [PER COUNTY BUILDING & SAFETY DEPT RETAINING WALL STANDARD (TYPE 2)]	LF	50		
19	518201	MASONRY BLOCK WALL [6' HIGH FREESTANDING BLOCK WALL PER COUNTY BUILDING & SAFETY DEPT STANDARD PLAN]	LF	12		
20	833000	METAL RAILING [TYPE B HAND RAILING PER SSPWC STD. 606-3]	LF	26		
21	190101	ROADWAY EXCAVATION [INCLUDING REMOVAL AND PULVERIZING AC PAVEMENT AND REMOVAL OF EXISTING PCC PAD]	CY	480		
22	150806	REMOVE PIPE [EXISTING 2" WATER LINE]	LF	70		
23	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')	SQYD	180		
24	260201	CLASS 2 AGGREGATE BASE	CY	177		
25	390132	HOT MIX ASPHALT (TYPE A)	TON	105		
26	390129	HOT MIX ASPHALT (TYPE C)	TON	147		
27	401000	CONCRETE PAVEMENT [8" P.C.C. SLAB WITH #5 REBAR @ 10" OC]	LS	1		
28	394001	PLACE ASPHALT CONCRETE DIKE [DIKE TRANSITION]	LF	85		
29	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [AC RAMPS]	SQFT	216		

BASE BID (CONTINUED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
30	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1		
31	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	1		
32	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B MODIFIED)	EA	2		
33	510501	MINOR CONCRETE [WHEEL STOPS WITH ANCHORS]	EA	4		
34	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	110		
35	510501	MINOR CONCRETE [CURB AND GUTTER PER SPPWC STD 120-2, A3-8]	LF	113		
36	510501	MINOR CONCRETE [CURB ONLY PER CRS 204]	LF	50		
37	510501	MINOR CONCRETE [CURB TRANSITION]	LF	25		
38	510501	MINOR CONCRETE [RETAINING CURB]	LF	15		
39	731521	MINOR CONCRETE (SIDEWALK)	SQFT	550		
40	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	1		
41	860201	SIGNAL AND LIGHTING	LS	1		
42	150710	REMOVE TRAFFIC STRIPE	LF	3,600		
43	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	460		
44	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000		
45	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	700		
46	850102	PAVEMENT MARKER (REFLECTIVE)	EA	225		
47	566011	ROADSIDE SIGN - ONE POST	EA	9		
48	000003	REMOVE AND SALVAGE ROADSIDE SIGN AND POST	EA	15		
49	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	4		
50	820130	OBJECT MARKER	EA	3		
51	019901	DE-MOBILIZATION	LS	1	19,000.00	19,000.00

BASE BID SUBTOTAL:

ITEMS 1-51

"WORDS"

\$

ALTERNATE BID SCHEDULE (EVMWD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
52	999990	MOBILIZATION	LS	1		
53	000003	POTHOLING [Complete additional potholes for existing utilities as shown on the drawings marked by USA and/or discovered during excavation of the pipe trench, including all labor, material and equipment]	LS	10		
54	000003	FURNISH AND INSTALL 8-INCH PVC DR 18 (CL 235) [including, but not limited to, trenching, backfill, pipe bedding, hydrostatic testing, disinfection, tracer wire, warning tape, thrust blocks, fittings, restrained joints, piping appurtenances, tie-ins and temporary paving, per plans and specifications. Complete in place]	LF	240		
55	000003	FURNISH AND INSTALL 4-INCH PVC DR 18 (CL 235) [including, but not limited to, trenching, backfill, pipe bedding, hydrostatic testing, disinfection, tracer wire, warning tape, thrust blocks, fittings, restrained joints, piping appurtenances, tie-ins and temporary paving, per plans and specifications. Complete in place]	LF	22		
56	000003	FURNISH AND INSTALL 2-INCH PVC DR 18 (CL 235) [including, but not limited to, trenching, backfill, pipe bedding, hydrostatic testing, disinfection, tracer wire, warning tape, thrust blocks, fittings, restrained joints, piping appurtenances, tie-ins and temporary paving, per plans and specifications. Complete in place]	LF	22		
57	000003	FURNISH AND INSTALL 8-INCH DIAMETER RESILIENT WEDGE GATE VALVE	EA	5		
58	000003	FURNISH AND INSTALL 4-INCH DIAMETER GATE VALVE	EA	3		
59	000003	FURNISH AND INSTALL A 14X8X14 TAPPING TEE [including an 8-inch Resilient Wedge Gate Valve, and all fittings and appurtenance, complete in place]	LS	1		
60	000003	ABANDON EXISTING 8-INCH, 4-INCH AND 2-INCH WATER PIPES	LS	1		
61	000003	VIDEO INSPECTION AND PHOTO SURVEY	LS	1		

ALT BID SUBTOTAL: _____ \$ _____
 ITEMS 52-61 "WORDS"

PROJECT TOTAL: _____ \$ _____
 ITEMS 1-61 "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:

**Grand Avenue and Blackwell Boulevard
Traffic Signal, Lighting and Intersection Improvements Project
Community of Lakeland Village
Project No. C0-0533**

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.

Bid Bond

Recitals:

1. _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Grand Avenue and Blackwell Boulevard, Traffic Signal, Lighting and Intersection Improvements Project, Community of Lakeland Village, Project No. C0-0533** 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 Title: _____
"Surety" "Contractor"

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

Riverside County Contract No. _____

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, _____, 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.

**Grand Avenue and Blackwell Boulevard
Traffic Signal, Lighting and Intersection Improvements Project
Community of Lakeland Village
Project No. C0-0533**

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 _____
_____.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are _____, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ _____, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of _____

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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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 Construction/Inspection office and are available to any interested party upon written request.

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

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

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

8. Labor Code

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

accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and his subcontractors shall comply with the provisions of SS 1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of County's "Determination of Prevailing Wage Rates", copies of said Determination are available at Transportation Department Washington Street Yard's 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 its position. Said document shall be submitted to the Contractor as soon as practicable, but not later than seven (7) calendar days after the "receipt of payment request" date.

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

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

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

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

13. Deposit of Securities

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

14. Payment Retention

Director of TLMA, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth 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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Grand Avenue and Blackwell Boulevard
Traffic Signal, Lighting and Intersection Improvements Project
Community of Lakeland Village
Project No. C0-0533

SPECIAL PROVISIONS

DESCRIPTION:

Base Bid:

In general, this project consists of construction of traffic signal and lighting, intersection pavement reconstruction, water system improvements at the intersection of Grand Avenue and Blackwell Boulevard in Lake Elsinore area of Riverside County. The additional work includes construction of sidewalk, curb and gutter, AC Dike, reconstruction of driveway, curb ramps to comply with ADA requirements, pavement markers, roadside signs, remove and salvage roadside signs, installing painted traffic stripes and thermoplastic crosswalks, pavement markings and any other work as may be required.

Alternative Bid Schedule for EVMWD:

Alternate Bid Schedule provides for waterline improvements for Elsinore Valley Municipal Water District (EVMWD) to install 8-inch, 4-inch, and 2-inch waterlines and their fittings and appurtenances as shown on the Water Improvement Plans, and as listed in Alternate Bid Schedule of Bid Proposal. EVMWD will select or reject alternate bid schedule for award. See Exhibit "A" for EVMWD Special Provisions.

EVMWD WATER IMPROVEMENTS:

Refer to Appendix "C" of these Special Provisions for EVMWD standard plans and specifications required for water line improvements. Contractor shall comply with the County and EVMWD requirements for the water line improvement work shown on the Water Improvement Plans and as specified in Exhibit "A".

The work will be inspected by EVMWD inspector.

The full compensation for furnishing and installing all fittings required to install different pipe sizes as listed in the bid list shall be considered as included in the bid unit price for pipes, and no additional compensation will be allowed.

SPECIFICATIONS AND PLANS:

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

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

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

ADDITIONAL INSURANCE-HOLD HARMLESS:

In addition to the requirements of Section 18, "Insurance – Hold Harmless" in General Condition section of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name **the Elsinore Valley Municipal Water District (EVMWD), its officers, directors, employees and agents** as additional insured under the Contractor's general liability, excess liability and auto liability insurance policies and on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

LIQUIDATED DAMAGES:

The Contractor shall diligently prosecute the work to completion before the expiration of **45** working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of **\$1,900.00** per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

Additional Liquidated Damages:

Project Appearance:

Refer to subsection "Liquidated Damages of section "Project Appearance" of these Special Provisions for additional Liquidated Damages.

Equipment Order:

Refer to subsection "Liquidated Damages" of Section "Signal and Lighting" of these Special Provisions for additional Liquidated Damages.

PARTIAL PAYMENT RESTRICTIONS:

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

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

- A. Clearing and Grubbing \$10,000
- B. Develop Water Supply \$ 2,000

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

PROJECT APPEARANCE:

The Contractor shall maintain a neat appearance to the worksite. The following shall apply:

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 covered daily and removed or disposed of weekly.

The Contractor shall furnish covered trash bins for all debris from structure construction. All debris shall be placed in the covered trash bins daily.

Liquidated Damages:

In addition to the Liquidated damages set forth in section "Liquidated Damages", if the Contractor fails to comply with the requirements of this section, the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every calendar days delay after the expiration of 48 hours notification from the Engineer.

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

GRAFFITI REMOVAL AND CLEANING:

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

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

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

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, all types of poles, and other objects within the project limits as directed by the Engineer. Painting of k-railing for the purposes of graffiti removal shall not be considered as repainting as outlined in paragraph one of Section 12-3.08 and shall not be paid for as extra work.

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. Graffiti cover-up by paint will be allowed with appropriate type of paint at locations where graffiti cannot be removed only upon direction by the Engineer. All paint applications shall adhere to the manufacture's recommendations. All material and solutions shall be safe and biodegradable and approved by the Engineer.

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

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

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

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

Full compensation for conformance with the Graffiti Removal and Cleaning requirements, including labor, equipment, materials, necessary traffic control, and incidentals, shall be considered as included

in the lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:

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

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

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

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

RECORD DRAWINGS:

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

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

SURVEY STAKING:

County surveyors will establish external primary survey control marks and/or monuments to be used throughout the construction period. These control marks are to be protected by the contractor and

will be used to set construction stakes. The control marks will also be used to make verification surveys at various stages of work.

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

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

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

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

COOPERATION:

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

The Contractor is advised to cooperate with utility companies for adjusting their facilities to grade.

The Contractor is hereby advised to cooperate with business and property owners in and near vicinity of this project 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.

ITEMS OF WORK:

ORDER OF WORK:

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

Attention is directed to "Clearing and Grubbing" of these Special Provisions regarding additional work specified in this provision.

Attention is directed to "Public Convenience" of these Special Provisions regarding access to the homes and business with driveways on Grand Avenue and Blackwell Boulevard in and near the project limits. The Contractor shall coordinate with these occupants to make accommodations to provide continual access available.

TRAFFIC CONTROL SYSTEM/ PUBLIC CONVENIENCE/ PUBLIC SAFETY:

Construction staging, Traffic Control and detour plans are being provided; contractor shall implement these plans during construction.

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

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2012 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

Portable Changeable Message Signs shall be furnished, placed, operated, and maintained at those locations shown on the approved Traffic Control Plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Full compensation for the provision, installation, operation and maintenance of Portable Changeable Message Signs will be considered as included in the contract price for "Traffic Control System", and no additional compensation will be allowed therefor.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the Manual on Uniform Traffic Control Devices 2012

Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

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

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

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

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

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

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

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to prepare, print sufficient copies, and distribute the letter. The Riverside County Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer in .WPG, .DXF, .DGN or .DWG format. The letter shall be similar to the sample provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

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

Method of Payment

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

MAINTAINING TRAFFIC:

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

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system.

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

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

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

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

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

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

Designated County legal holidays are January 1st, the third Monday in January, February 12th, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th and 31st when they fall on Monday, December 25th, December 26th and January 2nd when they fall on Friday, When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When January 1st, February 12th, July 4th, November 11th, or December 25th fall on a Saturday, the preceding Friday shall be a designated legal holiday.

Full compensation for furnishing, erecting, maintaining, removing and disposing of the signs shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

DEVELOP WATER SUPPLY:

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

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

Method of Payment

Full compensation for developing water supply and furnishing watering equipment shall be considered as included in the lump sum price paid for "Develop Water Supply" and no additional compensation will be allowed therefor.

WATER POLLUTION CONTROL (SANTA ANA REGION):

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

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

Contractor's Water Pollution Control Program (WPCP) Preparation Manual shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the *Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011)*, which is available as a free download from:

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

WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statues, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP

available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.

- B. Contractor's WPCP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's (CASQA) 2009 California Stormwater Quality BMP Handbook Subscription Portal (<http://www.cabmphandbooks.com>) or the Caltrans Construction Site BMP Manual (<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>). Contractor's WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.
- C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

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

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

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

- D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):
1. Erosion Control (water and wind)
 2. Sediment Control
 3. Tracking Control
 4. Materials & Waste Management
 5. Non-Stormwater Discharge Management
 6. Run-on and Run-off Control

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

General Requirements:

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

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

Within fifteen (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one pdf. file of the WPCP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed.

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

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

At the direction of the Engineer, the Contractor shall be responsible for providing any information for annual reporting purposes in electronic format, including inspection reports, photos, etc.

De Minimus Permit:

The Contractor shall be responsible for obtaining coverage under latest adopted version of the De Minimus Permit for non-stormwater discharges that do not qualify for the Regional Board's Condition Waiver No. 2, and provide notification prior to a regulated discharge. Compliance with the

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

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

At the direction of the Engineer, the Contractor shall conduct monitoring, sampling and analysis, and report preparation for conformance with the Construction Permit, Municipal Permit, and De Minimus Permit. The Contractor will not be compensated for sampling and analysis work due to the Contractor's failure to properly implement, inspect, maintain, and repair BMPs in conformance with the State of California Regional Water Quality Control Board Santa Ana Region and any amendments thereto, or for failing to store construction materials or wastes in watertight conditions.

De Minimus Permit adopted Order No. R8-2009-0003 requirement are available at following website:

http://www.waterboards.ca.gov/rwqcb8/board_decisions/adopted_orders/orders/2009_orders.shtml

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

The certified laboratory shall have experience with monitoring, sampling and analysis, and report preparation for the Construction General Permit and/or the De Minimus Permit and shall be certified by the State. A list of certified laboratories by the State can be found at:

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

Method of Payment

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

STREET SWEEPING:

GENERAL

Summary

This work includes street sweeping.

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

Submittals

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

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

Quality Control and Assurance

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

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

CONSTRUCTION

Street Sweepers

Sweepers must use one of these technologies:

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

Operation

Street sweeping shall be conducted at:

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

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

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

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

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

At least one sweeper, in good working order, must be on the job site at all times when sweeping work may be required.

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

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

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

CLEARING AND GRUBBING:

Clearing and grubbing (including but not limited to removing; driveway, block/retaining wall, streetlight pole and foundation and backfilling, fence, bollards, guard rail and construction of graded dirt shoulder) shall conform to the provisions of Section 15 and Section 16 of the Standard Specifications and these Special Provisions, construction plans and as directed by Engineer.

Vegetation shall be cleared and grubbed within the Right-Of-Way, excavation and embankment slope lines, and construction easements. Removed vegetation, shrubs and other removed debris shall be the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 7-1.13 of the Standard Specifications.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up" of the Standard Specifications.

PAYMENT

Clearing and Grubbing shall be paid on a Lump sum basis.

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

REMOVE TREE:

Trees shall be removed as shown on the plan and/or as directed by the Engineer.

Removed tree shall become the property of the contractor and shall be disposed off as directed by Engineer.

This work includes protecting migratory and nongame birds, their occupied nests and their eggs.

Regulatory Requirements

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Construction

Ground disturbance, tree, shrub and/or vegetation removal that occurs between March 1st and September 1st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. If an active nest is located, construction within 500 feet of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

Between March 1st and September 1st, the Contractor shall notify the Engineer 10 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between March 1st and September 1st.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting in trees within the project limits.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 500 feet of the nests and notify the Engineer. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety" of the Standard Specifications.

Method of Payment

The contract unit bid price paid per each for Remove Tree shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in tree removal, cutting into pieces, hauling and stacking up as directed by the Engineer and no additional compensation will be allowed therefor.

REMOVE ASPHALT CONCRETE DIKE AND CURB:

Existing asphalt concrete dike and curb, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 0.17-foot.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The concrete curb shall be removed completely where called out on the plan and in conformance with standard Specifications.

The dike and curb shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Method of Payment

The contract unit price paid per linear foot for Remove Asphalt Concrete Dike and Remove Curb, and shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals, and for doing all the work involved and no additional compensation will be allowed therefor.

REMOVE CONCRETE (EXISTING DRIVEWAY):

Existing concrete driveway where shown on the plans to be removed, shall be removed.

The existing concrete driveway shall be removed completely where called out on the plan and in conformance with standard Specifications.

The removed concrete shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Method of Payment

The contract unit price paid per each for Remove Concrete (Existing Driveway), and shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals, and for doing all the work involved and no additional compensation will be allowed therefor.

REMOVE EXISTING DRAINAGE BOX AND SLURRY FILL STORM DRAIN PIPE:

Existing concrete drainage box where shown on the plans to be removed, shall be removed and backfilled, and existing storm drain pipe shall be slurry filled in accordance with Standard Specifications, These Special Provisions and as directed by engineer.

All debris occurred in result of removal of concrete drainage box and associated work shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Method of Payment

The contract unit price paid per Lump Sum for Remove Drainage Facility (Existing Drainage Box and Slurry Fill Existing Storm Drain Pipe), and shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals, and for doing all the work involved including all required backfills and no additional compensation will be allowed therefor.

REMOVE EXISTING PAVEMENT AND RECONSTRUCT:

Contractor shall remove and dispose of following existing pavement areas as shown on the plans to be removed in conformance with Standard Specification, these Special Provisions and as directed by the Engineer. Removed material shall be disposed of out of road Right of Way as specified elsewhere in these Special Provisions.

1. Saw cut, remove, and replace existing concrete to match existing (Parking Lot). The area where replacement of existing pavement is needed in the parking lot is shown on the plan.
2. Remove and Replace Existing AC with 4" PCC. The area where replacement of existing AC pavement is needed to replace with PCC is shown on the plan.

Method of Payment

The unit bid price paid per Square Foot for Saw cut, remove, and replace existing concrete to match existing (Parking Lot) and Remove Asphalt Concrete Surfacing and Replace with 4" PCC as shown on the contract shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved including saw cut and remove existing facilities, reconstruction of facilities, excavation and backfill, disposal of removed material/debris and no additional compensation will be allowed.

REMOVE EXISTING AND INSTALL NEW MAIL BOX (CLUSTER BOX UNIT):

Contractor shall remove existing mailboxes and furnish and install new Cluster mailbox unit made of heavy duty aluminum 3312 Type II, CBU 12 doors series (F Series), U.S. Postal Service approved, pedestal cluster box units are accessed from the front through easy opening master door panels. Each aluminum CBU door includes a heavy duty five (5) pins cylinder cam lock with dusty/rain shield and three (3) keys. Each door also has a 1" high mailbox number. One additional compartment in each unit is identified as an "Outgoing Mail" receptacle and includes a weather protection flap and 11-1/2"W X 3/4"H mail slot. Each CBU includes at least one parcel locker to receive packages. CBU shall be all weather resistant and durable powder coated finish and color in grey, and mounted on heavy duty pedestal.

Existing private mail and newspaper boxes shall be removed as directed by the Engineer, and temporarily reset on portable mounts consisting of timber posts supported in five-gallon cans or buckets, in accordance with Section 15 of the Standard Specifications and these Special Provisions.

During construction operations, the portable mount shall be moved as necessary to clear the Contractor's operations, but at all times shall be easily accessible for mail delivery. Engineer will determine the final location to install new cluster mail box unit with USPS access and disposal of existing mail boxes.

Existing groups of mailboxes, on dual posts supports shall be removed and reset on two-post portable mounts as herein specified for single-post mountings for the payment purpose.

Method of Payment

The contract unit price paid per each for Remove Existing and Install new Mailbox (Cluster-Box Unit With USPS Access) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work necessary to install CBU complete in place, which shall also include full compensation for removal of existing mailboxes, temporary mount and relocation and disposal of existing mailbox units, and no additional compensation will be allowed.

ROADWAY EXCAVATION:

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

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

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

Roadway Excavation shall also include removal and pulverizing of AC pavement and removal of existing PCC pad for payment purpose.

Relative Compaction:

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

Method of Payment

The contract unit bid price paid per cubic yard for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Roadway Excavation/Earthwork, including sawcutting, hauling, placement and compaction of the excavated material, removing and pulverizing of AC pavement and removal of existing PCC pad and as directed by the Engineer and no additional compensation will be allowed therefor.

AGGREGATE BASE:

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions and shall meet the gradation requirements for ¾ inch maximum.

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

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

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

QUALITY REQUIREMENTS

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

Method of Payment

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

HOT MIX ASPHALT:

The asphalt concrete shall be Type "A" and Type "C" in conformance with the plans to the requirements of Section 39 of the Standard Specifications and its amendments and the following:

Aggregate grading shall be three-quarter inch (3/4") for HMA Type "A".

Aggregate grading shall be one inch (1") for HMA Type "C".

The grade of asphalt binder mixed with aggregate for HMA Type "A" must be PG 64-28.

The grade of asphalt binder mixed with aggregate for HMA Type "C" must be PG 70-10.

The aggregate for HMA Type "C" must comply with the 1-inch grading as presented in the following table.

**Aggregate Gradation
(Percentage Passing)
HMA Type C**

1-inch HMA Type C		
Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	88 - 93	TV ±5
1/2"	72 - 85	TV ±6
3/8"	55 - 70	TV ±6
No. 4	35 - 52	TV ±7
No. 8	22 - 40	TV ±5
No. 30	8 - 24	TV ±4
No. 50	5 - 18	TV ±4
No. 200	3 - 7	TV ±2

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

Aggregate Quality

Quality Characteristic	Test Method	Requirement
Percent of crushed particles ^a Coarse aggregate (% min.) Two fractured faces	CT 205	95
Fine aggregate (Passing No. 4 sieve and retained on No. 8 sieve.) (% min.) One fractured face		
Los Angeles Rattler (% Max.) ^a Loss at 100 rev. Loss at 500 rev.	CT 211	12
		40
Sand equivalent ^{a, b} (min.)	CT 217	47
Fine aggregate angularity (% min.) ^a	AASHTO T 304 Method A	45
Flat and elongated particles (% max. by weight @ 5:1.) ^a	ASTM D 4791	10

Note:

^a Combine aggregate in the JMF proportions.

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

During mix design, determine the optimum binder content (OBC) at 5 percent air voids content. Determine the proposed JMF from a mix design that complies with the following table:

Hot Mix Asphalt Mix Design Requirements

Quality Characteristic	Test Method or Lab Procedure	Requirement	
Design air voids content (%)		4.0	5.0
Air voids content ^a (%)	CT 367	4.0	5.0
Voids in mineral aggregate (% min.) ^b 1" grading	LP-2		
with NMAS = 1"		12	13
with NMAS = 3/4"		13	14
Voids filled with asphalt (%) 1" grading	LP-3	65.0 – 75.0	60.0 – 70.0
Dust proportion ^c (P200/Pbe)	LP-4	0.6 – 1.3	0.6 – 1.3
Stabilometer value (min.)	CT 366	37 ^d	37 ^d

Notes:

^a Calculate the air voids content of each specimen using CT 309 and LP-1. Modify CT 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

^b Minimum VMA is dependent upon NMAS of JMF. NMAS is defined as one sieve size larger than the first sieve to retain more than 10 percent.

^c Asphalt content based on dry weight of aggregate

^d Follow CT 366: 150 tamps at 500 psi tamping pressure and 230 °F compaction temperature; cool specimens to 140 °F; apply 12,600 lb leveling load; and perform stabilometer test at 140 °F.

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

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

Footnotes to asphalt thickness table are revised as follows:

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

Asphalt:

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

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

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

General:

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

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

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

Performance Grade:

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

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % ^b	T 44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C	T 315	58	64	64	64	70
Minimum G*/sin(delta), kPa		1.00	1.00	1.00	1.00	1.00
Maximum G*/sin(delta), kPa		2.00	2.00	2.00	2.00	2.00
RTFO Test, ^e Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C	T 315	58	64	64	64	70
Minimum G*/sin(delta), kPa		2.20	2.20	2.20	2.20	2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R 28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C	T 315	22 ^d	31 ^d	28 ^d	22 ^d	34 ^d
Maximum G*/sin(delta), kPa		5000	5000	5000	5000	5000
Creep Stiffness, Test Temperature, °C	T 313	-12	0	-6	-18	0
Maximum S-value, Mpa		300	300	300	300	300
Minimum M-value		0.300	0.300	0.300	0.300	0.300

Notes:

- Use as asphalt rubber base stock for high mountain and high desert area.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- "PAV" means Pressurized Aging Vessel.

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

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

Notes:

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

Sampling:

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

The sampling device shall include a valve:

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

The Contractor shall replace failed valves.

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

Applying Asphalt:

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

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

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

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

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

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

Aggregate of the 3/4 inch or 1/2 inch maximum size and aggregate for asphalt concrete base shall be separated into 3 or more sizes and each size shall be stored in separate bins. If 3 sizes are used, one bin shall contain that portion of the material which will pass the maximum size specified and be retained on a 3/8 inch sieve; one bin shall contain that portion of the material which will pass a 3/8 inch sieve and be retained on a No. 8 sieve; and one bin shall contain that portion of the material which will pass a No. 8 sieve.

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

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

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

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

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

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

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

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

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

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

General Criteria For Profiling:

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

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

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

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

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

Pavements profiled shall conform to the following Profile Index requirements:

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

requirements in California Test 526, shall be corrected by the Contractor regardless of the Profile Index.

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

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

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

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

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

Method of Payment

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

Full compensation for furnishing and applying asphaltic emulsion (paint binder/tack coat) shall be considered as included in the contract price paid for Asphalt Concrete.

At road connections and at limits of asphalt paving, existing pavement shall be header cut as shown on the plans or as directed by the Engineer. Full compensation for furnishing all labor, tools and doing all the work necessary including grinding, and sawcutting shall be considered as included in

the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

The quantity of Asphalt Concrete ramp, miscellaneous area, and Dike will be paid for at a unit price per ton as a combined item, including mineral aggregate and asphalt binder in place on the roadbed.

The placing of Asphalt Concrete on ramp, miscellaneous area, and Dike shall be paid for at the separate contract unit shown in the bid proposal in addition to the price paid for the materials other than Asphalt concrete involved.

Full compensation for adjustments of utility valves to grade shall be considered as included in the unit price paid for Hot Mix Asphalt.

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

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

ITEM CODE	ITEM
390132	Hot Mix Asphalt Type A
390129	Hot Mix Asphalt Type C

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

The adjustment in compensation will be determined in conformance with the following formulae when the item of hot mix asphalt or tack coat or both are included in a monthly estimate:

A. Total monthly adjustment = AQ

B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (I_u/I_b - 1.10) I_b$$

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

$$A = 0.90 (I_u/I_b - 0.90) I_b$$

D. Where:

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

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

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

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

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

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the COUNTY for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

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

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

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

COLD PLANE/GRIND AND OVERLAY ASPHALT CONCRETE PAVEMENT:

The Contractor shall cold plane and/or grind existing asphalt concrete pavement to a depth as shown on the approved plans and overlay with asphalt Concrete pavement or as directed by the Engineer.

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

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

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

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

During the pavement operation, no vertical drops are permitted between lanes during non-working hours. Transitions between lifts shall not exceed 2% or as approved by Engineer during non-working hours.

Method of Payment

The contract unit bid price paid per square yard for Cold Plane Asphalt Concrete Pavement (0.12") and or Grind and Overlay Asphalt Concrete Pavement shall include full compensation for providing all labor, tools, equipment and disposing of the grindings, and no additional compensation will be allowed therefor.

PULVERIZE EXISTING ASPHALT CONCRETE PAVEMENT AND BASE IN PLACE:

The Contractor shall pulverize the locations to the dimensions as shown on the plans and to pass a one inch screen. However up to five (5) percent of the material may be retained on the one inch screen, provided that the oversized material is not large enough to adversely affect the stability and hamper the shaping and compacting operation.

The excess of the pulverized material and any material in excess of five (5) percent not passing the one inch screen shall be removed and disposed of outside of the right of way as provided in Section 7-1.13 of the Standard Specifications.

The material shall be of such sizes that the percentage composition by weight of materials shall conform to the following grading using Test Method Calif. 202.

<u>Sieve Size</u>	<u>Percentage Passing Sieve</u>
1 inch	95-100
3/4 inch	85-100
No. 4	40-65
No. 30	10-30
No. 200	2-15

Material not conforming to the above grading may be used, subject to other tests as prescribed by the Materials Engineer.

The pulverized asphalt concrete shall be stock piled if necessary, and placed as shown on the plans or as directed by the Engineer, graded to a smooth even ride and compacted (95 percent minimum) in conformance with Section 26-1.05, "Compacting" of the Standard Specifications.

Method of Payment

Full compensation for "Pulverizing existing Asphalt Concrete pavement and base in Place shall be considered as included in the Contract unit price paid for "Roadway Excavation" and no additional compensation will be allowed therefor.

PLACE ASPHALT CONCRETE DIKE:

Asphalt concrete dike (dike transition) shall conform to the provisions in Section 39 of the Standard Specifications and in accordance to the County Road Improvement Standards and detail, as specified on the plans and as directed by the Engineer and these Special Provisions.

The quantity of asphalt concrete dike and dike transition will be paid under bid item for Hot Mix Asphalt. The placing of AC dike and dike transition will be paid for as a separate item of work in addition to the price paid for the hot mix asphalt material

Asphalt binder to be mixed with the aggregate for AC Dike shall be PG 70-10.

Method of Payment

The contract unit bid prices paid per linear foot for Place Asphalt Concrete Dike (Dike Transition), which prices shall include full compensation for furnishing all labor, material other than Asphalt Concrete, tools, and equipment and doing all the work involved in placing and compacting and no additional compensation will be allowed therefor.

The pay quantity of asphalt concrete will be paid for at the contract price per ton for hot mix asphalt concrete in addition to the price paid per linear foot and per each for placement of the asphalt concrete dike.

PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA):

Asphalt Concrete ramps shall be constructed as shown on the plans and as directed by the Engineer.

The aggregate grading for HMA mix shall be 1/2" maximum, medium.

The pay quantity of asphalt concrete ramp, the placing of which are to be paid for as a separate item of work in addition to the price paid for the asphalt concrete material.

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

Method of Payment

The contract unit bid price paid per square foot for Place Asphalt Concrete (Miscellaneous Area), which shall include full compensation for furnishing all labor, material (except HMAC) , tools, and equipment and doing all the work involved, complete in place and compacting, and no additional compensation will be allowed therefor.

RETAINING WALL AND/OR BLOCK WALL:

Following items of work are included here and Contractor shall comply with the plans, Standard Specification, these Special Provisions and as directed by the Engineer. Removed materials of any kind in result of retaining walls and block walls construction shall be disposed of out of road Right of Way as specified elsewhere in these Special Provisions.

1. Construct Retaining/Block Wall
2. Retaining Wall per County Building & Safety Department Retaining Wall Standard (Type 2)
3. Masonry Block Wall (6' High Free Standing Block Wall per County Building & Safety Department Standard Plans

Details are shown on the plan, construction of block and retaining walls also required conformance with County's Building and Safety Department Standard Plans.

The removal of existing block/retaining wall will be paid under Clearing and Grubbing and no additional compensation for removal work will be allowed.

Method of Payment

The contract unit bid price paid per **linear foot** for "Construct Retaining Wall (Masonry Block Wall), and "Retaining Wall (Per County Building & Safety Dept. Retaining Wall Standard (Type 2)", and for "Masonry Block Wall (6' High Free Standing Block Wall per County Building & Safety Dept. Standard Plan", and which shall include full compensation for furnishing all labor, tools, materials and equipments and doing all the work involved, and no additional compensation will be allowed therefor.

POLYVINYL CHLORIDE (PVC) FENCE:

Polyvinyl Chloride (PVC) Privacy white colored Fence shall consist of the followings:

Posts = 5"x5"

Top and Bottom rails = 1.5" x 5.5"

T&G interlocking Pickets = 7/8" x 6"

Each section/panel shall be 6 foot wide and 4 foot high and or as shown on the plans. The minimum thickness of fence element shall not be less than 0.65" thick or as approved by Engineer. The fence shall be able to hold minimum 130 MPH wind pressure and/or as required by the current building code.

PART 1 EXECUTION

1.01 INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes.

1.02 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

1.03 CLEANING

- A. Waste Disposal: Comply with the requirements of Standard Specifications Section for disposal of excess material outside of road right of way.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
- B. Do not leave any PVC, Appurtenances, etc. on the ground or buried in fill.
- C. Prevent PVC Appurtenances from entering the storm drainage system.

1.04 OTHERS

Contractor shall provide a written warranty card including all terms and conditions for material defects and others. All beams shall be staggered per Engineer's directions. The PVC fence material shall be Solid-Wall Extrusion and UV protected.

Method of Payment

The contract unit bid prices paid per linear foot for "Install 4' High Vinyl Fence on top of Block Wall" and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefor.

METAL HAND RAILING:

Metal hand railing shall be constructed per Standard Plan No. 606-3 (Type B) of the Standard Plans for Public Works Construction, and shall conform to the provisions of Section 83, "Railings" of the Standard Specifications, these Special Provisions, the plans, and as directed by the Resident Engineer.

Method of Payment

The contract bid price per linear foot for Metal Railing (Type B Hand Railing Per SSPWC Std. 606-3) and shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing the metal hand railing, complete in place, and no additional compensation will be allowed therefor.

JOINTED PLAIN CONCRETE PAVEMENT:

GENERAL

Jointed plain concrete pavement shall be constructed in conformance with the provisions in Section 40, "Portland Cement Concrete Pavement" of the Standard Specifications and these Special Provisions, and as shown on the plans. Insert method for forming joints in pavement shall not be used.

MATERIALS

Concrete

Attention is directed to Section 90, "Portland Cement Concrete" of the Standard Specifications, regarding mix proportions for concrete being determined by the Contractor.

Primary aggregate gradings shall conform to the gradation requirements of Section 90-3, "Aggregate Gradings" of the Standard Specifications. When combined in the proportions determined by the Contractor, the percent passing the 3/8-inch sieve and retained on the No. 8 sieve shall not be less than 16 percent of the total aggregate.

The cementitious material content shall not exceed 675 pounds per cubic yard.

An air-entraining admixture conforming to the provisions in Section 90-4, "Admixtures" of the Standard Specifications shall be added to the concrete pavement in the amount required to result in an air content of 4 ± 1.5 percent in the freshly mixed concrete.

Reinforcement

Reinforcement shall be epoxy coated and shall conform to the provisions in Section 52, "Reinforcement" of the Standard Specifications.

Silicone Joint Sealant

Low modulus silicone joint sealant shall be furnished in a one-part silicone formulation. Acid cure sealant shall not be used. The compound shall be compatible with the surface to which it is applied and shall conform to the following requirements:

Property	Test Method	Requirement
Tensile stress, 150% elongation, 7-day cure at 77° F \pm 2° F and 45% to 55% R.H. ^e	ASTM D 412 (Die C)	45 psi max.
Flow at 77° F \pm 2° F	ASTM C 639 ^a	Shall not flow from channel
Extrusion Rate at 77° F \pm 2° F	ASTM C 603 ^b	3 to 9 ounces/minute
Specific Gravity	ASTM D 792 Method A	1.01 to 1.51
Durometer Hardness, at 0° F, Shore A, cured 7 days at 77° F \pm 2° F	ASTM C 661	10 to 25
Ozone and Ultraviolet Resistance, after 5,000 hours	ASTM C 793	No chalking, cracking or bond loss
Tack free at 77° F \pm 2° F and 45% to 55% R.H. ^e	ASTM C 679	Less than 75 minutes
Elongation, 7 day cure at 77° F \pm 2° F and 45% to 55% R.H. ^e	ASTM D 412 (Die C)	500 percent min.
Set to Touch, at 77° F \pm 2° F and 45% to 55% R.H. ^e	ASTM D 1640	Less than 75 minutes
Shelf Life, from date of shipment	—	6 months min.
Bond, to concrete mortar-concrete briquettes, air cured 7 days at 77° F \pm 2° F	AASHTO T 132 ^c	50 psi min.
Movement Capability and Adhesion, 100% extension at 0° F after, air cured 7 days at 77° F \pm 2° F, and followed by 7 days in water at 77° F \pm 2° F	ASTM C 719 ^d	No adhesive or cohesive failure after 5 cycles

Notes:

- a. ASTM Designation: C 639 Modified (15 percent slope channel A).
- b. ASTM Designation: C 603, through 1/8 inch opening at 50 psi.
- c. Mold briquettes in conformance with AASHTO Designation: T 132, sawed in half and bonded with a 1/16 inch maximum thickness of sealant and tested in conformance with AASHTO Designation: T 132. Briquettes shall be dried to constant mass at 212 \pm 10° F.
- d. Movement Capability and Adhesion: Prepare 12" x 1" x 3" concrete blocks in conformance with ASTM Designation: C 719. A sawed face shall be used for bond surface. Seal 2 inches of block leaving 1/2 inch on each end of specimen unsealed. The depth of sealant shall be 3/8 inch and the width 1/2 inch.
- e. R.H. equals relative humidity.

The silicone joint sealant shall be formulated to cure rapidly enough to prevent flow after application on grades of up to 15 percent.

A Certificate of Compliance for the silicone sealant shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications. The Certificate shall also be accompanied with a certified test report of the results of the required tests performed on the sealant material within the previous 12 months prior to proposed use. The Certificate and accompanying test report shall be provided for each lot of silicone joint sealant prior to use on the project.

PAVEMENT CONCRETE MIX PROPORTIONS

The Contractor shall determine the mix proportions for pavement concrete. The laboratory used to develop the mix proportions shall meet the requirements of ASTM Designation: C 1077, and shall

have current AASHTO accreditation for test methods AASHTO Designation: T 97 or ASTM Designation: C 78, and AASHTO Designation: T 126 or ASTM Designation: C 192.

The minimum cementitious materials content or the maximum water to cementitious materials ratio shall be determined in conformance with the requirements in California Test 559. Trial mixtures shall be made no more than 24 months before field qualification. The minimum cementitious materials content or the maximum water to cementitious materials ratio shall be that determined from the trial mixtures curve to produce a minimum modulus of rupture of 560 pounds per square inch at 28 days age and 650 pounds per square inch at 42 days age. To account for variances in materials, production of concrete, and modulus of rupture testing, the Contractor shall include as part of the proposed mix proportions an increase to the cementitious material content or a decrease to the water to cementitious materials ratio, determined from trial mixtures, to ensure that portland cement concrete produced during paving operations conforms to the requirements in "Modulus of Rupture" of these Special Provisions.

At least 15 days prior to field qualification, the Contractor shall submit the proposed pavement concrete mix proportions with laboratory test reports. Laboratory test reports shall include modulus of rupture determined for each trial mixture at ages of 10, 21, 28 and 42 days in conformance with the applicable portions of California Test 559.

Field Qualification

Field qualification of proposed mix proportions will be required prior to placement of pavement concrete. The Contractor shall perform field qualification and submit certified test data to the Engineer. Field qualification data shall be based upon the proposed use of materials, mix proportions, mixing equipment, procedures and size of batch.

Proposed concrete mix proportions will be field qualified when the test results of five beams from a single batch of concrete indicate the average modulus of rupture is at least 560 pounds per square inch with no single beam lower than 550 pounds per square inch at an age of the Contractor's choice but not later than 28 days. Beams shall be tested for modulus of rupture at a minimum of 10, 21, and 28 days of age. Test specimens shall be made and tested in conformance with the requirements in California Test 523.

The certified field qualification test data reports shall include the following:

1. Date of mixing,
2. Mixing equipment and procedures used,
3. Volume of batch in cubic yards and the weight or volume,
4. Type and source of ingredients used,
5. Penetration and slump of the concrete,
6. The air content of the concrete, and
7. The age at time of testing and strength of concrete specimens tested.

Field qualification test data reports shall be signed by a certified representative in charge of the laboratory that performed the tests.

If the Contractor changes a source of supply or proportions, the Contractor shall submit a new proposed mix design and furnish samples from the new source, or sources, at least 60 days prior to their intended use. The new mix proportions shall be trial batched and field qualified, unless, the Engineer determines the change is not substantive. No extension of contract time will be allowed for the time required to perform the sampling, testing, preparing and qualifying new mix proportions for new aggregate sources proposed by the Contractor.

MODULUS OF RUPTURE

The Engineer will test Portland cement concrete pavement for modulus of rupture in conformance with the requirements in California Test 523. Acceptance will be on a lot basis. Each lot shall not to exceed 1,000 cubic yards of concrete pavement. The Engineer will determine sample locations. A minimum of six beam specimens shall be made from each sample. Beam specimens will be tested for modulus of rupture at 10, 21, and 28 days. The modulus of rupture for each lot will be calculated by averaging the results of two beams representing that lot tested at 28 days of age. The difference in modulus of rupture between each individual beam result shall not exceed 65 pounds per square inch.

The Contractor shall perform sampling and testing of beam specimens to determine if concrete pavement has achieved a modulus of rupture of 350 pounds per square inch when requesting early use of concrete pavement in conformance with the provisions in Section 90-8.03, "Protecting Concrete Pavement" of the Standard Specifications. Beam specimens shall be made and tested in conformance with the requirements in California Test 523.

PROFILE INDEX

The pavement surface shall be profiled, by the Contractor not more than 10 days following concrete placement, in the presence of the Engineer, using a California Profilograph or equivalent in conformance with the requirements in California Test 526, except a blanking band of zero (null) shall be used to determine the Profile Index. Two profiles shall be made within each traffic lane, one yard from and parallel with each lane line.

Profiled pavement shall conform to the following Profile Index requirements:

1. Pavement on tangent alignment and pavement on horizontal curves having a centerline radius of curve 2,000 feet or more shall have a Profile Index of 40 inches per mile or less.
2. Pavement on horizontal curves having a centerline radius of curve 1,000 feet or more but less than 2,000 feet and pavement within the super elevation transition of those curves shall have a Profile Index of 80 inches per mile or less.

Individual high points in excess of 5/16 inch, as determined by measurements of the profilogram in conformance with the requirements in California Test 526, except using a blanking band of zero (null), shall be reduced by grinding in conformance with the requirements in Section 40-1.10, "Final Finishing" of the Standard Specifications until the high points as indicated by reruns of the profilograph do not exceed 5/16 inch.

Pavement grinding shall not be performed before 10 days have elapsed after concrete placement, nor before the concrete has developed a modulus of rupture of at least 550 pounds per square inch.

Method of Payment

Sealing longitudinal and transverse weakened plane joints, and longitudinal isolation joints in Portland cement concrete pavement shall be considered as included in the contract price paid per Lump Sum for Concrete Pavement (8" PCC Slab With#5 rebar @ 10" OC) and no additional compensation will be allowed therefor. When a test strip conforms to the specifications for concrete pavement and remains a part of the project paving surface.

The contract price paid per Lump Sum for Concrete Pavement (8" PCC Slab With#5 rebar @ 10" OC) shall include full compensation for furnishing all labor, materials (including cementitious material in the amount determined by the Contractor), tools, equipment, and incidentals, and for doing all the work involved in constructing the Portland cement concrete pavement complete in place, including furnishing and placing epoxy-coated dowel bars, epoxy-coated tie bars and, when used, any tie bar baskets and dowel bar baskets with fasteners, submittal to the Engineer all test data for determination of mix proportions of concrete for concrete pavement and for providing the facility, Contractor personnel and all the work involved in arranging and holding the pre-paving conference, for constructing and repairing all joints; for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer; for grooving and grinding required for final finishing; and for removing, and replacing pavement for deficient thickness, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for coring test strips for evaluation by the Engineer and for backfilling core holes with hydraulic cement grout when the test strip remains in place as part of the concrete pavement; and for constructing, coring and removing and disposing of test strips that are rejected shall be considered as included in the contract price paid per Lump Sum for Concrete Pavement (8" PCC Slab With#5 rebar @ 10" OC) and no additional compensation will be allowed therefor.

MINOR CONCRETE:

Minor Concrete curb ramps, type D curd, curbs & gutter, curb transition, retaining curb, sidewalk, driveway, driveway approach, Wheel Stop, shall be constructed in accordance with the applicable Standard Plans, County of Riverside Road Improvement Standards and Specifications, in conformance with Sections 51, 73 and 90 of the Standard Specifications, as shown on the construction plans, and as directed by the Engineer.

The placement of aggregate base material if required under concrete in accordance with County Road Improvement Standards and Specifications, the cost of AB material shall be considered as included in the unit price of related item. No additional compensation is allowed.

Construction of concrete improvements shall include all removal and restoration of the affected area, to return the area adjacent to the new improvements to its original condition and to conform the area to the new improvements.

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

Preparation of subgrade for the concrete structures included in this Special Provisions shall be done in conformance with the requirements of Section 73-1.02 of the Standard Specifications. Unless otherwise specified, all curbs and gutters will be backfilled as shown on the plans.

Excess material resulting from the excavation and/or removal of existing concrete curb, gutter, driveway, driveway approach, or ramp including the subgrade, as shown on the plans or as directed by the Engineer, shall be disposed of as elsewhere provided in these Special Specifications.

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

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

Construction of curb ramps, type D curb, curb & gutter, curb transition, sidewalk, driveway and driveway approaches shall include, but not be limited to, the following:

- 1) Removal and disposal of existing curb, and/or curb and gutter, sidewalk, curb ramp, driveway and driveway approach and existing soil and aggregate as required;
- 2) Establishing grades, and assuring that all grades are met;
- 3) Performing all grading and compaction – including all required aggregate import, as directed by the Engineer and in accordance with County Standard 403;
- 4) Construction of new curb ramp, type D curb, curb and gutter, retaining curb, transition curb, driveway and driveway approach, wheel stop;
- 5) All scoring/grooving and required saw cutting;
- 6) Repair of existing asphalt and PCC surfacing;
- 7) Installing 1/2" wide expansion joints;
- 8) All landscaping, and related work, to return the area adjacent to the sidewalk, curb ramps, driveways, driveway approaches, curb and/or curb and gutter to its original condition and to conform the area to the new improvements;

At a minimum, the area from the BCR to ECR shall meet all required ADA standards. Therefore, to conform to existing conditions and/or to achieve the required four-foot level area (maximum of 2.0% crossfall) at the top portion of the curb ramp, it may be necessary to extend the work beyond the BCR/ECR in certain instances.

Full compensation for constructing or furnishing and installing curb ramp detectable warning surfaces shall be considered as included in the contract unit price paid for Minor Concrete (Curb Ramp) and no separate payment will be made therefor.

No deduction will be made for the depressed portions of the curb in computing the linear quantities of the concrete to be paid for.

Method of Payment

The contract unit bid prices paid per each for “Minor Concrete (Curb Ramp)”, “Driveway approach”, and “Parking lot wheel stops with anchors”, per linear foot for Minor Concrete (Curb and Gutter, transition curb, retaining curb, type D curb), and per square foot for driveway and sidewalk, and shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in the construction and complete in place including the furnishing and placing of expansion joints.

RELOCATE EXISTING AIR/WATER DISPENSER:

Existing air/water dispenser shall be relocated to new location with the coordination of property owner and as directed by the Engineer. New location will be determined in the field.

Method of Payment

The contract unit bid price paid per each for Relocate Existing Air/Water Dispenser, shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved for removal and relocation and no separate compensation will be allowed therefor.

RELOCATE FENCE:

Existing fence shall be removed and relocated, outside the public right-of-way as shown on the construction plans and as directed by the Engineer.

The excess materials from the removals shall become the property of the Contractor. If during construction operations the Contractor damages the existing fencing and the material is determined to be damaged or not suitable for relocation or replacement, the Contractor shall provide fencing in a similar suitable material (and color) as determined by the Engineer at no additional cost to the County.

Method of Payment

The contract bid prices paid per linear foot for Relocate Fence as listed in the bid proposal shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all work involved. All reworking and adjustments to finish grade of existing fence, which may include portions beyond fence and/or construction materials used to accomplish relocating fence as directed by the Engineer and no additional compensation will be allowed therefor.

REMOVE PIPE (2" WATERLINE):

Existing 2" water line as shown on the plans to be removed, and disposed of outside the public right-of-way in accordance with EVMWD specifications, as shown on the construction plans and as directed by the Engineer.

The excess materials from the removals shall become the property of the Contractor and shall be disposed of by the contractor.

If in any case the presence of lead found in existing pipeline which needed to be removed, Contractor shall stop further removal of it and notify Engineer and EVMWD. In this case, EVMWD will remove and dispose of lead contained pipeline out of public road right of way.

Method of Payment

The contract bid prices paid per linear foot for Remove Pipe (2" Waterline) shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all work involved including trench back fill as shown on the plans and as directed by the Engineer and no additional compensation will be allowed therefor.

If EVMWD have to remove and dispose of lead contained waterline, then Contractor will only be compensated for the partial work done by the Contractor.

ROADSIDE SIGNS:

Roadside signs shall conform to the provisions in Section 56-2 "Roadside Signs" of the Standard Specifications and these special provisions.

The Contractor shall furnish and install roadside signs, in accordance with Standard Plans RS-2, at the locations shown on the plans or as directed by the Engineer.

Roadside signs with steel posts shall be installed at the location shown on the construction plans or where directed by the Engineer.

Roadside signs furnished by the Contractor shall be of the standard size specified in the State of California Department of Transportation Sign Specification Sheets, unless otherwise indicated on the construction plans.

Sheeting shall be guaranteed against defects for a period of ten years from the date of fabrication.

The base metal shall be new aluminum, 0.08 gauge, of alloys 6061-T6 or 5052-H38 conforming to the requirements of ASTM Designation: B209.

Any reflective sheeting supplied, as a part of this contract, whether as a legend or background, shall be FHWA FP-85 Type IIA or AASHTO M268 Type III.

Reflective sheeting shall be applied to the sign by a method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and aluminum backing.

The reflective material and screening inks or overlay film shall be graffiti proof. The graffiti proofing method shall be supplied by and/or approved by the sheeting manufacturer. Neither the

color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover when used in a manner approved by the Transportation Department in conjunction with the sheeting manufacturer. Any sign graffiti with the use of over-the-counter spray paint or marking pens, which fail to be restored, shall be replaced by the sign sheeting manufacturer.

All letters and numerals shall be in accordance with the "Standard Alphabet of Highway Signs" as used by the State of California, Department of Transportation.

All signs shall be installed using hex head bolts, washers, nuts and jam nuts in accordance with Standard Plans RS2 or as directed by the Engineer.

Method of Payment

The contract price paid per each for Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved including all necessary concrete, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

RELOCATE SIGNS:

Relocation of existing roadside signs shall conform to the provisions in Section 56-2, "Roadside Signs" of the Standard Specifications and as directed by the Engineer.

Roadside Signs to be removed and relocated shall be installed per the Roadside signs special provisions above.

Roadside signs shall be relocated at the locations shown on the construction plans or where directed by the Engineer.

Method of Payment

The contract unit prices paid per each for Relocating Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

REMOVE AND SALVAGE ROADSIDE SIGN AND POST:

Existing roadside signs shall be removed and salvaged as shown on the plans.

Existing roadside signs at locations shown on the plans to be removed shall not be removed until replacement signs have been installed or until the existing signs are no longer required for direction of public traffic, unless otherwise directed by the Engineer.

The Contractor shall deliver County owned signs to be salvaged to the nearest County Maintenance Yard located at following address and as directed by the Engineer.

4725 Troy Court
Riverside, CA 92509
(951) 685-7331 (Office)
(951) 314-9600 (Cell)

Method of Payment

The contract unit price paid per each for Remove and Salvage Roadside Signs shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work including excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

OBJECT MARKERS:

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Object markers shall be installed in accordance with the plans, the Caltrans Standard Plans, and as directed by the Engineer.

Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95.

Method of Payment

The contract unit bid prices paid per each for Object Marker shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefor.

REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS:

Traffic stripes and pavement markings shall be removed as shown on the plans.

The removal of traffic stripes and markings shall be accomplished by either of the following methods.

- A. Wet Sandblasting: Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within Ten (10) feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such

removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation and shall comply with AQMD regulations.

- B. Grinding: A minimum of 3 passes with the grinder in a rectangular area rather than just lettering or markings so the old message cannot be identified is required. Removal shall be to a maximum depth of 1/10". Removal depth may exceed 1/10" only when necessary to effectively remove paint, and only on approval by the Engineer. Asphalt emulsion slurry shall be applied to the areas where stripes or pavement markings have been removed.

Temporary removal of stripes and pavement markings may be accomplished by either of the above methods or, at the Contractors option, by the application of removable black line mask, 3M Series 145, or approved equal. Obliteration of stripes or pavement markings by applying black paint or asphalt emulsion is not an approved removal method.

After removal of traffic stripes and pavement markings, a fog seal coat shall be applied in conformance with the provisions in Section 37, "Bituminous Seals" of the Standard Specifications and the following:

If removal of existing striping is performed more than 24 hours prior to final striping, the Contractor shall place reflective temporary striping tape throughout the limits of sandblasting, to provide channelization of traffic, for all lanes of travel.

Temporary striping tape shall be removed subsequent to final striping.

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

It shall be the responsibility of the Contractor to properly dispose of the residue from removal of striping and pavement markings.

Method of Payment

The contract bid unit price paid per linear foot for Remove Traffic Stripe, and per square foot for Remove Thermoplastic Pavement Markings, shall include full compensation for furnishing all labor materials, tools, equipment and incidentals as shown on the plans and no additional compensation will be allowed therefor.

PAINT TRAFFIC STRIPE (2 COATS):

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

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

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

Method of Payment

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

THERMOPLASTIC PAVEMENT MARKING:

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

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Method of Payment

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

PAVEMENT MARKERS (REFLECTIVE):

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications and these Special Provisions.

Pavement markers shall be placed to the line established by the Engineer. All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

Pavement markers shall be installed where indicated on the plans in accordance with the indicated striping detail. Refer to Standard Plans A20-A through A20-D for striping and markings details.

Markers removal shall be performed by a method approved by the Engineer. Any pavement scarring resulting from the markers removal shall be repaired to the satisfaction of the Engineer.

Method of Payment

The contract price paid per each for Pavement Marker (Reflective) shall include full compensation for furnishing all labor, materials, tools, equipment, for doing all the work including placement of Pavement Marker and no additional compensation will be allowed therefor.

DE-MOBILIZATION

De-mobilization shall consist of the completion of all final construction, cleanup work, incidentals to the project site(s), and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

1. Satisfactory completion of Finishing Roadway in accordance with Section 22 "Finishing Roadway" of the Standard Specifications.
2. Removal of all temporary facilities, temporary utilities, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer.
3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition.
4. Completion of record of drawings (as-builts), to the satisfaction of the Engineer.
5. Submission of final certified payroll documents to the Engineer.
6. Submission of property owner releases, as required by the Engineer.
7. Completion of the requirements of permits issued by other agencies.
8. Satisfactory completion of punch list items, all construction and administrative items of work.

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

Method of Payment

Payment for De-Mobilization will be made on a lump-sum basis in the amount of the fixed bid price after satisfactory completion of the above listed items. Payment for De-Mobilization will be included in the final pay estimate and payment. No partial payments will be made for De-Mobilization.

OBSTRUCTIONS:

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

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

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

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

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

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

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

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

The Contractor is advised that abandoned or active utility facilities may exist within the project limits, which were not known to the design engineer and which are not shown on the plans. The Contractor shall immediately inform the Engineer if any such utility facilities are encountered within the project limits so that resolution can be initiated if a conflict exists. Any utility facilities that have been encountered, and which have been determined by the Engineer to be abandoned, shall be cut and capped and disposed-of as directed by the Engineer. Removal, capping and disposal of

abandoned utility conduits, conductors, pipe and other facilities shall be considered as incidental excavation, and shall be included in the contract unit price for Clearing and Grubbing and no additional compensation will be allowed therefor.

In the event that the Contractor encounters abandoned or active Asbestos Cement pipe, or any other utility facility containing or suspected of containing asbestos, the Contractor shall immediately notify the Engineer, and will cease work in the vicinity of the encountered material. The Engineer will endeavor to have any such conflicting facilities removed or relocated by the owner of the facilities. If so ordered by the Engineer, the Contractor or his sub-contractor will remove and dispose of abandoned utility facilities containing or suspected of containing asbestos accordance with the health and safety requirements for handling the material, using properly trained and licensed personnel. Said work shall be considered as extra work.

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

Underground Service Alert	800-227-2600
Southern California Edison Company	909-357-6221
Southern California Gas Company	909-335-7561
Sprint Communication	909-873-8022
Verizon Communications	951-925-6253
Adelphia Communications	951-975-3402
Charter Communication	951-343-5100
Jurupa Community Service District	951-685-7434
MCI network Services	972-729-6016
Santa Ana Watershed	951-354-4220
AT & T California	714-666-5401
Time Warner Telecom	925-953-7093

Method of Payment

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

Adjustments to Grade for Obstructions

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

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

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

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

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

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

1. Contractor shall coordinate all work with the utility owner.
2. Contractor shall be responsible for all costs and shall be responsible for any damage caused to the owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities, the Contractor shall notify the Engineer and the utility owner of that damage prior to performing additional work on the facility.
3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel plates, and if the Contract items of work include adjustment to final grade, the Contractor shall return the steel plates to the Utility owner's yard, or as otherwise arranged with the Utility owner.
5. Prior to paving or covering the plated utility facility, the Contractor shall tie-out the facility utilizing a method acceptable to the utility owner and provide notes and data of all covered facilities to both the utility owner and the Engineer.

6. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.
7. The requirements for lowering of surface facilities shall not apply to vaults. The Contractor shall notify the utility owner of the need to make adjustments to such major facilities.
8. The Contractor is reminded that the utility facilities are owned by public and private utility companies that operate their facilities within public rights of way. The utility owner's preferences with regards to the handling of its facilities shall be complied with to the greatest extent feasible.

Method of Payment

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