

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

695A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
August 29, 2013

**SUBJECT:** Magnolia Avenue/BNSF Railway Company (BNSF) Grade Separation Project between Lincoln Street and Buchanan Street in the City of Riverside (City) and Home Gardens Area

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

1. Approve the plans and specifications for the Magnolia Avenue/BNSF Grade Separation Project between Lincoln Street and Buchanan Street within the City of Riverside and Home Gardens area in unincorporated Riverside County; and

**Patricia Romo**  
Assistant Director of Transportation

\_\_\_\_\_  
Juan C. Perez

Director of Transportation and Land Management

JP:jrj:sb

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 35,518,787	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:** STP-Discretionary, (10.93%), CMAQ (41.20%), Prop 1B (Trade Corridor Improv. Funds (31.65%), Grade Separation Program/PUC Section 190 (12.56%), Miscellaneous (BNSF) (3.66%)

**Positions To Be Deleted Per A-30** ☐

**Requires 4/5 Vote** ☐

There are no General Funds used in this project.

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

APPROVE

BY   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL

BY:   
MARSHAL L. VICTOR

DATE: 8/28/13  
Departmental Concurrence

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: September 10, 2013  
xc: 3-94-3 Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.** 6/4/13, item 3-55 **District:** 1/1,2/2 **Agenda Number:**

**3-94**

The Honorable Board of Supervisors

RE: Magnolia Avenue/BNSF Railway Company (BNSF) Grade Separation Project between Lincoln Street and Buchanan Street in the City of Riverside (City) and Home Gardens Area

August 29, 2013

Page 2 of 2

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, October 16, 2013, at which time bids, will be opened.

**BACKGROUND:** The Transportation Improvement Program (TIP) provides for the Magnolia Avenue/BNSF Grade Separation Project between Lincoln Street and Buchanan Street located in the unincorporated Riverside County (County) area of Home Gardens, and partially in the City of Riverside.

Magnolia Avenue is a heavily traveled four-lane arterial roadway connecting the cities of Riverside and Corona. At this crossing, there are two mainline railroad tracks that service freight trains, as well as commuter trains. The County identified the need to grade separate the roadway and railroad crossing. The new overpass bridge will provide uninterrupted flow for motorists, pedestrians, bicycle, emergency vehicle, and train traffic at the crossing.

The proposed grade separation project will include widening Magnolia Avenue to accommodate frontage roads on the west end, providing vehicle and truck access to businesses. Existing traffic signals at Lincoln Street and Buchanan Street will be modified to accommodate the proposed improvements.

The bid documents include the following two schedules of work:

**Base Bid:**

Grade separation bridge, roadway widening, and associated work

**Alternate Bid Schedule:**

Sewer line improvement for the Home Gardens Sanitary District (HGSD)

If the HGSD concurs with the bid prices for the Alternate Bid Schedule, 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 the HGSD.

The County entered into a cooperative agreement with the City of Riverside to establish respective roles and responsibilities of each agency. The agreement was approved by the Board of Supervisors on June 4, 2013 (Agenda Item 3-55).

On June 11, 2013, the California Transportation Commission (CTC) allocated \$17,696,397 to this project for construction and construction engineering from the Proposition 1B, Trade Corridor Improvement Funds (TCIF). TCIF funding requires that a construction contract for the project be awarded on or before December 31, 2013.

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

Environmental clearance is complete.

Project No.: B7-0784, State Aid No.: TCIFCML-5956(193)

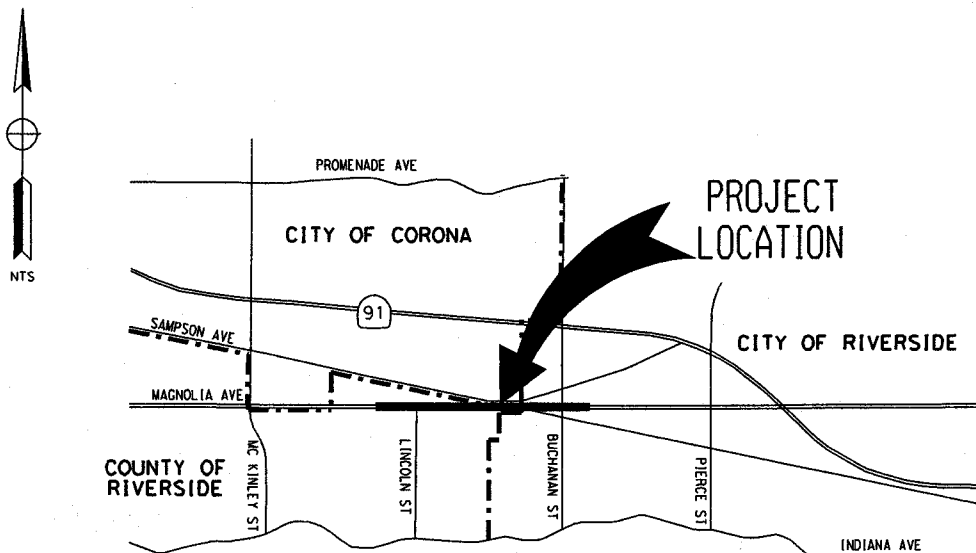
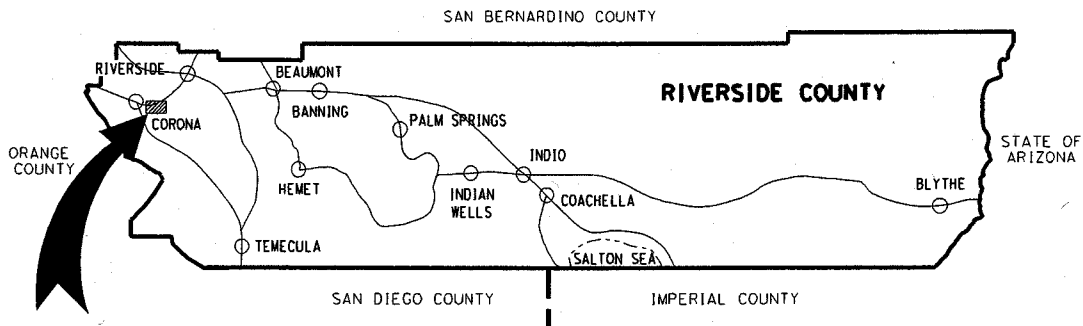
COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**MAGNOLIA AVENUE/BNSF RAILWAY  
GRADE SEPARATION PROJECT**

BETWEEN LINCOLN STREET AND BUCHANAN STREET  
IN THE CITY OF RIVERSIDE AND HOME GARDENS AREA

PROJECT No. B7-0784

FEDERAL AID No. - TCIFCML-5956 (193)



**VICINITY MAP**

SECTIONS 22 & 27, TOWNSHIP 3S RANGE 6W  
COUNTY ROAD BOOK PAGE No. 23A



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

September 12, 2013

THE PRESS ENTERPRISE  
ATTN: LEGALS  
PO BOX 792  
RIVERSIDE, CA 92501

FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE INVITING BIDS: MAGNOLIA AVE. / BNSF RAILWAY B7-0784**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TEN (10) TIMES:**

Sunday	- September 15, 2013	Friday	- September 20, 2013
Monday	- September 16, 2013	Saturday	- September 21, 2013
Tuesday	- September 17, 2013	Sunday	- September 22, 2013
Wednesday	- September 18, 2013	Monday	- September 23, 2013
Thursday	- September 19, 2013	Tuesday	- September 24, 2013

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

---

**From:** mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>  
**Sent:** Wednesday, September 11, 2013 4:26 PM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Magnolia Ave./ BNSF B7-0784

Received for publication from Sept. 15 to 24. Proof with cost to follow.

Thank You!



Publisher of The Press-Enterprise  
Inland Southern California's News Leader

**Legal Advertising**

Phone: 1.800.880.0345

Fax: 951.368.9018

E-mail: [legals@pe.com](mailto:legals@pe.com)

Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

**\*\*Additional days required for larger ad sizes\*\***

On Wed, Sep 11, 2013 at 4:21 PM, Gil, Cecilia <[CCGIL@rcbos.org](mailto:CCGIL@rcbos.org)> wrote:

Notice Inviting Bids for publication from Sept. 15 to Sept. 24, 2013. Please confirm. THANK YOU!

***Cecilia Gil***

Board Assistant

Clerk of the Board

951-955-8464

MS# 1010



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

September 12, 2013

RIVERSIDE COUNTY RECORD  
ATTN: LEGALS  
PO BOX 3187  
RIVERSIDE, CA 92519

FAX (951) 685-6191  
E-MAIL: recordmde@aol.com

**RE: NOTICE INVITING BIDS: MAGNOLIA AVE. / BNSF RAILWAY B7-0784**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

THURSDAY – SEPTEMBER 19, 2013  
THURSDAY – SEPTEMBER 26, 2013

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

---

**From:** Michael Evans <recordmde@aol.com>  
**Sent:** Thursday, September 12, 2013 1:16 PM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Magnolia Ave. / BNSF Railway B7-0784

Hello,

I have received the notice for publication.

Thanks much, Mike

-----Original Message-----

**From:** Gil, Cecilia <CCGIL@rcbos.org>  
**To:** recordmde <recordmde@aol.com>  
**Sent:** Thu, Sep 12, 2013 12:30 pm  
**Subject:** FW: FOR PUBLICATION: Magnolia Ave. / BNSF Railway B7-0784

And this?

Cecilia Gil  
Board Assistant  
Clerk of the Board  
951-955-8464  
MS# 1010

---

**From:** Gil, Cecilia  
**Sent:** Wednesday, September 11, 2013 4:22 PM  
**To:** [recordmde@aol.com](mailto:recordmde@aol.com)  
**Subject:** FOR PUBLICATION: Magnolia Ave. / BNSF Railway B7-0784

Notice Inviting Bids, for publication on Sept. 19 and 26, 2013. Please confirm. THANK YOU!

Cecilia Gil  
Board Assistant  
Clerk of the Board  
951-955-8464  
MS# 1010

**COUNTY OF RIVERSIDE  
NOTICE TO BIDDERS**

Sealed Bids will be received at the Riverside County Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on **Wednesday, October 16, 2013** at which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows:  
County of Riverside,

**Magnolia Avenue / BNSF Railway  
Grade Separation Project  
Between Lincoln Street and Buchanan Street  
in the City of Riverside and Home Gardens area  
Project No. B7-0784  
Federal Aid No. TCIFCML-5956 (193)**

The DBE Contract goal is 2.9 percent.

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

**This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Assistance Efficiency Act of 1991.**

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

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

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

Plans and specifications may be obtained for a Nonrefundable Fee of **\$150.00** per set with 24" x 36" plans (or **\$75.00** with 11"x17" plans), plus mailing costs, and are available at 3525 14<sup>th</sup> Street, Riverside, CA 92501.

Engineering Estimate	\$31,000,000 - \$37,000,000	(Base Bid)
	\$32,000 - \$37,000	(Alternate Bid)
Bid Bond	10%	
Performance Bond	100%	
Payment Bond	100%	
Working Days	400 Working Days	
Website:	<a href="http://www.rctlma.org/trans/con_bid_advertisements.html">http://www.rctlma.org/trans/con_bid_advertisements.html</a>	

Dated: September 12, 2013

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant



**SPECIFICATIONS and CONTRACT DOCUMENTS**  
**for the**  
**CONSTRUCTION**  
**of**

**Magnolia Avenue/ BNSF Railway**  
**Grade Separation Project**  
**between Lincoln Street and Buchanan Street**  
**in the City of Riverside and Home Gardens area**  
**Project No. B7-0784**  
**Federal Aid No. TCIFCML-5956 (193)**



**TRANSPORTATION DEPARTMENT**

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 8/28/43  
MARSHAL VICTOR DATE

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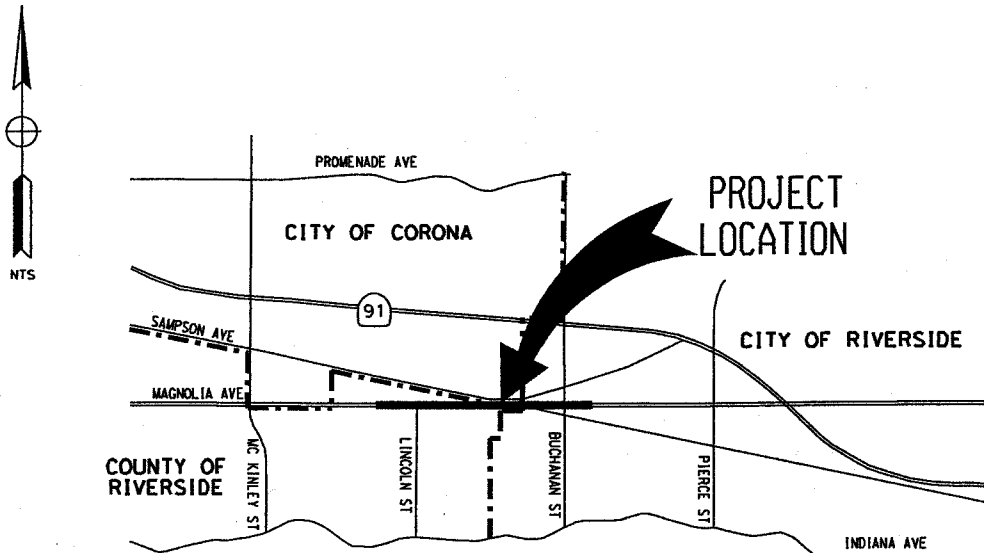
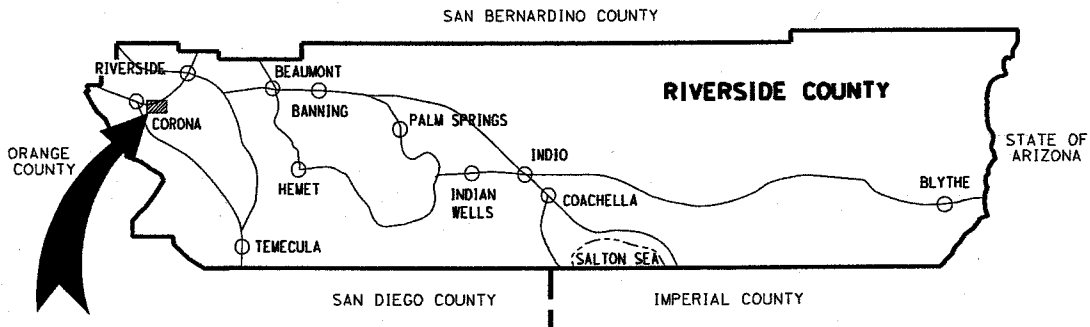
COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**MAGNOLIA AVENUE/BNSF RAILWAY  
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**VICINITY MAP**

SECTIONS 22 & 27, TOWNSHIP 3S RANGE 6W  
COUNTY ROAD BOOK PAGE No. 23A

**Specification and Contract Documents**

for the construction of

**Magnolia Avenue/ BNSF Railway**

**Grade Separation Project**

**between Lincoln Street and Buchanan Street  
in the City of Riverside and Home Gardens area**

**Project No. B7-0784**

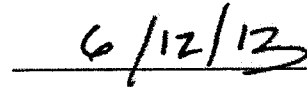
**Federal Aid No. TCIFCML-5956 (193)**

**Contract Approval(s):**

**Recommended by:**




C. Scott Staley  
County Project Manager

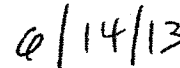


Date

**Approval:**



Khalid Nasim, PE  
Engineering Division Manager



Date

**Specification and Contract Documents**  
for the construction of  
**Magnolia Avenue/ BNSF Railway**  
**Grade Separation Project**  
between Lincoln Street and Buchanan Street  
in the City of Riverside and Home Gardens area  
**Project No. B7-0784**  
**Federal Aid No. TCIFCML-5956 (193)**

**Engineering Certification(s) (continued)**

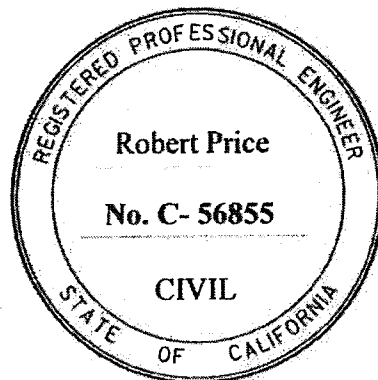
The explicit specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer(s):

**Structures**



Robert Price, PE

6/10/13  
Date

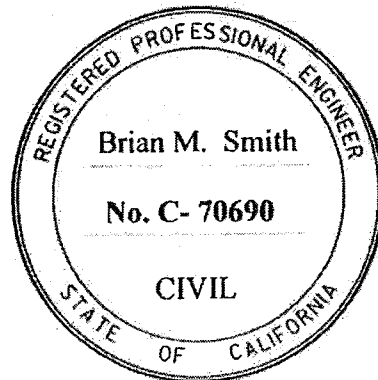


**Roadway**



Brian M. Smith, PE

6/10/13  
Date



**Specification and Contract Documents**

for the construction of

**Magnolia Avenue/ BNSF Railway**

**Grade Separation Project**

**between Lincoln Street and Buchanan Street**

**in the City of Riverside and Home Gardens area**

**Project No. B7-0784**

**Federal Aid No. TCIFCML-5956 (193)**

**Engineering Certification(s) (continued)**

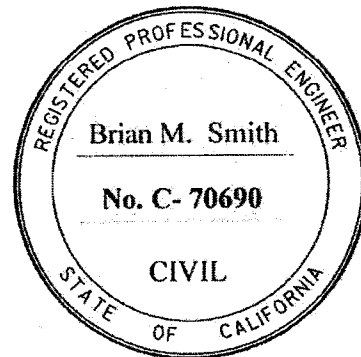
**Traffic**



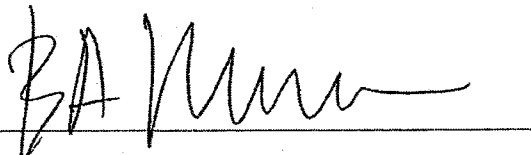
Brian M. Smith, PE

6/10/13

Date



**Electrical**



Benjamin Mascardo, PE

6/10/13

Date



# Specification and Contract Documents

for the construction of

Magnolia Avenue/ BNSF Railway

Grade Separation Project

between Lincoln Street and Buchanan Street

in the City of Riverside and Home Gardens area

Project No. B7-0784

Federal Aid No. TCIFCML-5956 (193)

## Architect Certification(s)

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

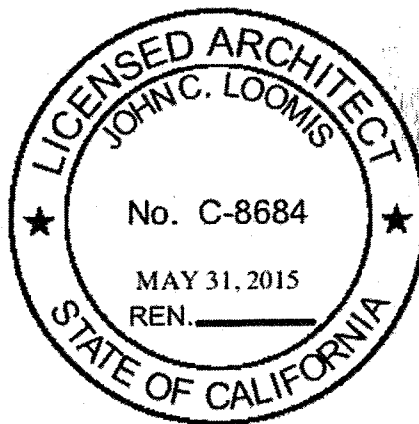
### Architect



John Loomis  
Architect Licensed No. 8684

June 10, 2013

Date



### Landscape Architect



Randolph Hlubik  
R.L.A. No. 1512

6/12/13

Date



**Specification and Contract Documents**

for the construction of

**Magnolia Avenue/ BNSF Railway**

**Grade Separation Project**

**between Lincoln Street and Buchanan Street**

**in the City of Riverside and Home Gardens area**

**Project No. B7-0784**

**Federal Aid No. TCIFCML-5956 (193)**

**Water Pollution Control – Specifications and Special Provisions**

**Reviewed and Recommended by:**



Claudia Steiding  
Senior Transportation Planner/NPDES  
Coordinator

6/11/13  
Date



# County of Riverside

## Notice to Bidders

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Working Days	400 Working Days	
Website:	<a href="http://www.rctlma.org/trans/con_bid_advertisements.html">http://www.rctlma.org/trans/con_bid_advertisements.html</a>	

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

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

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

Attention is directed to the Federal minimum wage rate requirements in the bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

## Instructions to Bidders

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## **Instructions to Bidders**

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

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

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

### **1. Inspection of Site**

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

### **2. Bidder's Bid Form**

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

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

3. Bid Bond

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

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

4. Non-Collusion Declaration

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

5. Iran Contracting Act, Certification or Exemption

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

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

6. Interpretation of Documents

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

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday (except holidays), up to, including and no later than the fifth (5<sup>th</sup>) 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 14<sup>th</sup> Street  
Riverside, CA 92501

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

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

#### 7. Quantities

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

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

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

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

#### 8. Addenda

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

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

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

9. License

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

If a Bidder is a Joint Venture, "Schedule B—Information for Determining Joint Venture Eligibility" form, located within the Additional Federal Requirements section, must be submitted. If a Bidder is a Joint Venture and this information form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit this form to the County. Joint Venture information form must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

10. Contract Participation

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

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

Contractors are advised that the Disadvantaged Business Enterprise (DBE) Program is separate and distinct from a variety of business programs such as Disabled Veterans Business Enterprise (DVBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Women Business Enterprise (WBE), and others. DBE firms must be certified as such in order to qualify under the DBE program.

11. Subletting, Subcontracting, and Subcontractor List

General

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



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

#### Subcontractor List

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

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

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

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

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

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

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

#### Penalties

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

#### Clerical error

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

DBE note

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

12. Equal Employment Opportunity Certification

Equal Employment Opportunity Certification must be submitted using the form provided in the Bid Book and it must be completely filled in, checked off as applicable, signed, and dated.

13. Public Contract Code Statements and Questionnaire

Public Contract Code Statements and Questionnaire must be submitted using the form provided in the Bid Book and it must be completely filled in as applicable. These statements and questionnaire are part of the Bid. Signature of Bid constitutes signature of these statements and questionnaire.

14. Debarment and Suspension Certification

Debarment and Suspension Certification must be submitted using the form provided in the Bid Book. This certification is part of the Bid. Signature of Bid constitutes signature of this Certification.

15. Federal Lobbying Restrictions

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

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying

Activities,” with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

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

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

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

#### 16. Disadvantaged Business Enterprise (DBE)

Under 49 CFR 26.13(b):

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

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

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

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

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

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

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)  
(Verify that URL still works on a project by project basis.)

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

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

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

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

*A. DBE Commitment Submittal*

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

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the County. DBE Commitment form must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the documents shall be resubmitted within 2 business days of Bidder's receipt of review comments.

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

*B. Good Faith Efforts Submittal*

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

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

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

If the “Local Agency Bidder – DBE Information Attachment” form is not submitted with the bid, the apparent low bidder, second low bidder and third low bidder must complete and submit the DBE Information form to the County. Other bidders do not need to submit the DBE Information Attachment form unless the County requests it. If the County requests you to submit a DBE Information Attachment form, submit the completed Attachment form within 4 business days of the request.

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

## 17. Subcontractor and DBE Records

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

The County requests the Contractor to:

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

Maintain records including:

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

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

Before the 15th of each month, submit a Monthly DBE Trucking Verification form, Exhibit 16-Z (See Special Provision Section 6 attachments).

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

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

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

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

#### 18. Performance of DBE

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

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

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

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

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

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

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



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

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

19. DBE Certification Status

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

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

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

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

20. Hours of Work

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

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

21. 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.

## 22. 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.

### 23. Like Bid Items

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

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

"Like Bid Items" will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The following are not subject to this bidding requirement:

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

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

#### 24. Contract Documents

The complete Contract Documents are identified below. 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.

The entire Contract consists of the following documents:

- a) Construction Contract,
- b) Notice to Bidders,
- c) Bid (including all Page "B" Bidding Documents),
- d) Bid Bond (The Bid Bond is exonerated upon execution of the Contract and the Payment Bond and Performance Bond.),
- e) Payment Bond,
- f) Performance Bond,
- g) Standard Specifications of the State of California Department of Transportation edition of 2010 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation,
- h) Special Provisions,
- i) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits,
- j) Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions,
- k) The Plans,
- l) All issued Addenda,
- m) Determination of Prevailing Wage Rates for Public Works,
- n) Federal Wage Prevailing Wage Decision,
- o) Additional Federal Requirements and forms included with in the Special Provisions,
- p) Supplemental Information listed in the Special Provision,
- q) Any Change Orders issued,
- r) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents.

All listed Contract Documents are incorporated in the Contract. Any other documents properly issued after award of the Contract shall likewise be deemed incorporated in the Contract.

25. 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.

26. 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.

27. Award of Contract

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

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

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

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

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

The County reserves the right to reject all bids received.

Acceptance, by the governing body of the County by resolution or minute order at a meeting regularly called and held, of a Bid constitutes an award of the Contract and the execution of the Contract is a written memorial thereof.

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

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

Bid Protest

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

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

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

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

3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Notice of Intent to Award letter is posted on the County of Riverside Transportation Department website along with the project bid summary. URL for this webpage is [http://www.rctlma.org/trans/con\\_bid\\_summaries.html](http://www.rctlma.org/trans/con_bid_summaries.html). Failure to timely file and serve the bid protest as aforesated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

#### 28. 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.

#### 29. Return of Bid Guarantee

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

Bid bonds will not be returned unless specifically requested by the Bidder in writing. Any submitted negotiable securities of unsuccessful Bidders will be returned by mail within 30 days of the award of a contract to the successful Bidder. Any submitted negotiable security of the successful Bidder will be returned by mail within 30 calendar days of acceptable receipt of executed Contract, certificate of insurance, Performance Bond and Payment Bond.

30. 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.



## **Bidding Documents**

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## 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 Magnolia Avenue/ BNSF Railway, Grade Separation Project, between Lincoln Street and Buchanan Street, in the City of Riverside and Home Gardens area, Project No. B7-0784, Federal Aid No. TCIFCML -5956 (193) 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.

**Magnolia Avenue/ BNSF Railway  
Grade Separation Project  
between Lincoln Street and Buchanan Street  
in the City of Riverside and Home Gardens area  
Project No. B7-0784  
Federal Aid No. TCIFCML-5956 (193)**

**PROPOSAL**

**BASE BID**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	015602	FUNDING AWARENESS SIGN	EA	2		
2	019902	COURSE OF CONSTRUCTION INSURANCE	LS	1		
3	066105	RESIDENT ENGINEERS OFFICE	LS	1		
4	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
5	074016	CONSTRUCTION SITE MANAGEMENT	LS	1		
6	066102	DUST ABATEMENT	LS	1		
7	148005	NOISE MONITORING	LS	1		
8	170101	DEVELOP WATER SUPPLY	LS	1		
9	190110	LEAD COMPLIANCE PLAN	LS	1		
10	999990	MOBILIZATION	LS	1		
11	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
12	074020	WATER POLLUTION CONTROL	LS	1		
13	120090	CONSTRUCTION AREA SIGNS	LS	1		
14	120110	FLASHING ARROW SIGN	EA	9		
15	120120	TYPE III BARRICADE	EA	74		
16	120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	1,610		
17	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	28,880		
18	120165	CHANNELIZER (SURFACE MOUNTED)	EA	810		
19	120300	TEMPORARY PAVEMENT MARKER	EA	320		
20	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
21	129000	TEMPORARY RAILING (TYPE K)	LF	16,300		
22	129100	TEMPORARY CRASH CUSHION MODULE (TS11)	EA	220		
23	129110	TEMPORARY CRASH CUSHION (ABSORB 350)	EA	6		
24	129150	TEMPORARY TRAFFIC SCREEN	LF	8,200		
25	833077	PEDESTRIAN BARRICADE (ROADSIDE SIGN)	EA	2		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
26	860400	LIGHTING (TEMPORARY)	LS	1		
27	160101	CLEARING AND GRUBBING (SEE SPECIAL PROVISIONS FOR ADDITIONAL WORK)	LS	1		
28	151251	SALVAGE IRRIGATION FACILITY	EA	1		
29	151281	SALVAGE ROADSIDE SIGN	EA	5		
30	011511(F)	REMOVE MISCELLANEOUS ITEMS [BUMPER POLE]	EA	5		
31	011511(F)	REMOVE MISCELLANEOUS ITEMS [BLOCK PLANTER WALL]	LF	43		
32	011511	REMOVE MISCELLANEOUS ITEMS [PARKING BUMPER]	EA	30		
33	000003	REMOVE MASONRY WALL	LF	370		
34	141101(F)	REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	1,639		
35	150605	REMOVE FENCE [WROUGHT IRON FENCE AND GATE]	LF	70		
36	150608	REMOVE CHAIN LINK FENCE	LF	120		
37	150662	REMOVE METAL BEAM GUARD RAILING	LF	640		
38	150711(F)	REMOVE PAINTED TRAFFIC STRIPE	LF	7,474		
39	150829	REMOVE RETAINING WALL	LF	70		
40	150805	REMOVE CULVERT	LF	70		
41	150807	REMOVE STORM DRAIN [12"]	LF	21		
42	150807	REMOVE STORM DRAIN [15"]	LF	81		
43	150807	REMOVE STORM DRAIN [18"]	LF	590		
44	150807	REMOVE STORM DRAIN [21"]	LF	150		
45	150807	REMOVE STORM DRAIN [33"]	LF	38		
46	150807	REMOVE STORM DRAIN [18" ASBESTOS]	LF	144		
47	150821	REMOVE HEADWALL [EXISTING]	EA	4		
48	150826	REMOVE MANHOLE [EXISTING]	EA	1		
49	150827	REMOVE CATCH BASIN [EXISTING]	EA	9		
50	153120(F)	REMOVE CONCRETE (DITCH)	LF	1,980		
51	153140(F)	REMOVE CONCRETE SIDEWALK	SQYD	1,488		
52	153210	REMOVE CONCRETE [PAVERS]	SQYD	7,060		
53	153210	REMOVE CONCRETE [ACCESS RAMP]	SQYD	260		
54	153210	REMOVE CONCRETE [DRIVEWAY AND APPROACH]	SQYD	420		
55	153210	REMOVE CONCRETE [CROSS GUTTER AND SPANDRAL]	SQYD	200		
56	153210	REMOVE CONCRETE [PILASTER]	EA	1		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
57	153210	REMOVE CONCRETE [STAMPED]	SQYD	3,550		
58	153130	REMOVE CONCRETE CURB	LF	3,920		
59	153215(F)	REMOVE CONCRETE (CURB AND GUTTER)	LF	7,988		
60	150846	REMOVE CONCRETE PAVEMENT	CY	1,700		
61	150769(F)	REMOVE ASPHALT CONCRETE	CY	5,045		
62	150769	REMOVE ASPHALT CONCRETE [WALKWAY]	CY	250		
63	150771	REMOVE ASPHALT CONCRETE DIKE	LF	660		
64	153121	REMOVE CONCRETE	CY	6		
65	160120(F)	REMOVE TREE	EA	190		
66	160120(F)	REMOVE TREE [PALM]	EA	32		
67	152255	RESET MAILBOX	EA	4		
68	152379	RELOCATE FENCE [WROUGHT IRON FENCE AND GATE]	LF	60		
69	152379	RELOCATE FENCE [CHAIN LINK FENCE AND GATE]	LF	560		
70	152390	RELOCATE ROADSIDE SIGN	EA	10		
71	152394	RELOCATE SIGN STRUCTURE	EA	2		
72	150206	ABANDON CULVERT	LF	720		
73	155003(F)	CAP INLET	EA	2		
74	152440	ADJUST MANHOLE TO GRADE	EA	2		
75	000003(F)	CLEANOUT BOX (CITY 425)	EA	1		
76	000003	GRATING CATCH BASIN (W=6.40', SPPWC 304-3)	EA	4		
77	000003	GRATING CATCH BASIN (W=2.95', SPPWC 304-3)	EA	1		
78	000003	PRECAST CATCH BASIN (2' X 2')	EA	1		
79	000003	TRANSITION STRUCTURE RCB-PIPE (SPPWC 342-2)	EA	2		
80	000003	JUNCTION STRUCTURE (CITY 422)	EA	2		
81	703203	CORRUGATED STEEL PIPE RISER (.138" THICK)	EA	1		
82	000003(F)	PRECAST CONCRETE PIPE INLET (CALTRANS D75B)	EA	1		
83	000003(F)	DETENTION BASIN EXCAVATION	CY	352		
84	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2		
85	015101	CLASS B CONCRETE (COLLAR) (RCFC&WCDS M803)	EA	6		
86	017003	CATCH BASIN (CURB INLET) (CRS 300) [W=21']	EA	1		
87	017003	CATCH BASIN (CURB INLET) (CRS 300) [W=14']	EA	1		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
88	017003	CATCH BASIN (CURB INLET) (CRS 300) [W=7']	EA	1		
89	017003	CATCH BASIN (CURB INLET) (CRS 300) [W=4']	EA	3		
90	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO.2) [W=2.95']	EA	1		
91	017005	CATCH BASIN (COMBINATION INLET) (CRS 302 - NO.2) [W=6.40']	EA	1		
92	017101	MANHOLE (RCFC&WCDS MH251)	EA	2		
93	017105	JUNCTION STRUCTURE (RCFCD&WCDS JS 227)	EA	6		
94	017110	MANHOLE (RCFC&WCDS MH254) [NO.4]	EA	1		
95	017111	JUNCTION STRUCTURE (RCFC&WCDS JS 229)	EA	1		
96	510090(F)	STRUCTURAL CONCRETE, BOX CULVERT [CALTRANS D80] (3' X 1.5')	LF	58		
97	510501(F)	MINOR CONCRETE [BULKHEAD]	EA	16		
98	510501(F)	MINOR CONCRETE [INLET DEPRESSION] (CALTRANS D78C)	CY	4		
99	510535(F)	MINOR CONCRETE (HEADWALL)	EA	1		
100	620800(F)	CONCRETE BACKFILL (PIPE TRENCH)	CY	2		
101	650014	18" REINFORCED CONCRETE PIPE	LF	580		
102	650018	24" REINFORCED CONCRETE PIPE	LF	1,500		
103	650026	36" REINFORCED CONCRETE PIPE	LF	660		
104	700617	DRAINAGE INLET MARKER	EA	19		
105	703514	8" WELDED STEEL PIPE (.105" THICK)	LF	62		
106	705204(F)	18" CONCRETE FLARED END SECTION	EA	1		
107	709904	CATCH BASIN [TYPE 1] (CITY 400) (W=14')	EA	3		
108	709904	CATCH BASIN [CITY 407] (W=14')	EA	1		
109	719300	MANHOLE [CITY 431]	EA	1		
110	721011(F)	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	CY	38		
111	721420	CONCRETE (DITCH LINING)	CY	13		
112	721431	CONCRETE (CONCRETE APRON)	CY	1		
113	731507(F)	MINOR CONCRETE (GUTTER DEPRESSION) (CRS 311)	CY	13		
114	731507(F)	MINOR CONCRETE (GUTTER DEPRESSION) (CRS 312)	CY	1		
115	192003(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	1,558		
116	192037(F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	570		
117	193003(F)	STRUCTURE BACKFILL (BRIDGE)	CY	1,227		
118	193013(F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	624		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
119	198010(F)	IMPORTED BORROW	CY	10,785		
120	000003	CITRUS LABEL TILES	EA	23		
121	000003	INTERPRETIVE PANEL TILES	EA	10		
122	151509	RECONSTRUCT DRAINAGE FACILITY (ARLINGTON CHANNEL WALL AT CIDH PILE )	LS	1		
123	000003	POST GROUTING CIDH PILE	EA	7		
124	151509	RECONSTRUCT DRAINAGE FACILITY (ARLINGTON CHANNEL UC AT TEMP BRIDGE)	LS	1		
125	151540	RECONSTRUCT CHAIN LINK FENCE	LF	87		
126	477020	MECHANICALLY STABILIZED EMBANKMENT [TEMPORARY RETAINING WALL]	SQFT	4,530		
127	477021(F)	MECHANICALLY STABILIZED EMBANKMENT, LOCATION A	SQFT	8,658		
128	477022(F)	MECHANICALLY STABILIZED EMBANKMENT, LOCATION B	SQFT	8,226		
129	477023(F)	MECHANICALLY STABILIZED EMBANKMENT, LOCATION C	SQFT	1,704		
130	480600	TEMPORARY SHORING [ARLINGTON CHANNEL WALL]	LS	1		
131	490508	FURNISH STEEL PILING (HP 10 X 57)	LF	253		
132	490509	DRIVE STEEL PILE (HP 10 X 57)	EA	10		
133	490528	FURNISH STEEL PILING (HP 14 X 89)	LF	4,364		
134	490529	DRIVE STEEL PILE (HP 14 X 89)	EA	115		
135	490623	156" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,519		
136	500001	PRESTRESSING CAST-IN-PLACE CONCRETE (LONGITUDINAL)	LS	1		
137	500001	PRESTRESSING CAST-IN-PLACE CONCRETE (TRANSVERSE)	LS	1		
138	510050(F)	STRUCTURAL CONCRETE [SIDEWALK SLAB]	CY	65		
139	510051(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	314		
140	510053(F)	STRUCTURAL CONCRETE, BRIDGE	CY	13,315		
141	510060(F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	245		
142	510072(F)	STRUCTURAL CONCRETE, BARRIER SLAB	CY	516		
143	510086(F)	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	197		
144	511035(F)	ARCHITECTURAL TREATMENT	SQFT	4,090		
145	511047(F)	ANTI-GRAFFITI COATING	SQFT	69,820		
146	518051	PTFE SPHERICAL BEARING [HINGE]	EA	7		
147	518051	PTFE SPHERICAL BEARING [ABUTMENT 11]	EA	7		
148	519089	JOINT SEAL ASSEMBLY [MR 10 1/2"]	LF	77		
149	519095	JOINT SEAL ASSEMBLY (MR 4")	LF	75		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
150	519109	JOINT SEAL ASSEMBLY (MR 6 1/2")	LF	79		
151	520102(F)	BAR REINFORCING STEEL (BRIDGE)	LB	4,857,853		
152	520103(F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	26,368		
153	550102(F)	STRUCTURAL STEEL (BRIDGE)	LB	27,069		
154	550203(F)	FURNISH STRUCTURAL STEEL (BRIDGE)	LB	22,497		
155	550204(F)	ERECT STRUCTURAL STEEL (BRIDGE)	LB	22,497		
156	590115	CLEAN AND PAINT STRUCTURAL STEEL	LS	1		
157	703450	WELDED STEEL PIPE CASING (BRIDGE) [32"]	LF	84		
158	731517	MINOR CONCRETE (GUTTER) [WALL]	LF	151		
159	750041(F)	ISOLATION CASING	LB	29,150		
160	750496(F)	MISCELLANEOUS METAL (RESTRAINER - PIPE TYPE)	LB	15,003		
161	750498(F)	MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE)	LB	1,775		
162	750501(F)	MISCELLANEOUS METAL (BRIDGE)	LB	6,601		
163	750505(F)	BRIDGE DECK DRAINAGE SYSTEM	LB	11,963		
164	071321	TEMPORARY FENCE (TYPE CL-6)	LF	68		
165	833000(F)	METAL RAILING (RAMP)	LF	321		
166	833000(F)	METAL RAILING (BRIDGE)	LF	2,925		
167	833000(F)	METAL RAILING [27"]	LF	169		
168	833088(F)	TUBULAR HANDRAILING [22"]	LF	1,463		
169	000003(F)	CONCRETE PARAPET	LF	1,509		
170	833142(F)	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	137		
171	839401(F)	CONCRETE BARRIER [TYPE 732/60D MODIFIED]	LF	330		
172	839521(F)	CABLE RAILING	LF	135		
173	839704(F)	CONCRETE BARRIER (TYPE 60D) [MODIFIED]	LF	700		
174	839717(F)	CONCRETE BARRIER (TYPE 732 MODIFIED)	LF	3,902		
175	839721(F)	CONCRETE BARRIER (TYPE 732A)	LF	178		
176	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS201)	LF	4,430		
177	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	1,530		
178	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	2		
179	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	4		
180	510501	MINOR CONCRETE [RETAINING CURB]	LF	250		



ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
181	510501	MINOR CONCRETE [TYPE II] ( CITY 200]	LF	1,470		
182	513553(F)	RETAINING WALL (MASONRY WALL)	LF	83		
183	513570(F)	CONCRETE BLOCK WALL [SLOUGH]	LF	111		
184	513570(F)	CONCRETE BLOCK WALL [SECURITY]	LF	191		
185	513570(F)	CONCRETE BLOCK WALL [ENCLOSURE]	LF	162		
186	730040	MINOR CONCRETE (GUTTER) [LONGITUDINAL]	LF	130		
187	731504	MINOR CONCRETE (CURB AND GUTTER) [CITY 200] (TYPE 1]	LF	1,030		
188	731504	MINOR CONCRETE (CURB AND GUTTER) [DETAIL 3]	LF	160		
189	731516	MINOR CONCRETE (DRIVEWAY) [DETAIL 7]	SQFT	2,210		
190	731516	MINOR CONCRETE (DRIVEWAY) [DETAIL 302] (TYPE-II]	SQFT	590		
191	731516	MINOR CONCRETE (DRIVEWAY) [CITY 302] (TYPE CURB-1]	SQFT	340		
192	731516	MINOR CONCRETE (DRIVEWAY) [DETAIL 9]	SQFT	630		
193	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	330		
194	731521	MINOR CONCRETE (SIDEWALK)	SQFT	10,320		
195	731623	MINOR CONCRETE (CURB RAMP) [CITY 304]	EA	2		
196	731623	MINOR CONCRETE (CURB RAMP) [DETAIL 1]	EA	1		
197	735000(F)	PARKING BUMPER (PRECAST CONCRETE)	EA	27		
198	800300(F)	CHAIN LINK FENCE [H = 6']	LF	1,484		
199	800360(F)	CHAIN LINK FENCE (TYPE CL-6)	LF	210		
200	801340(F)	METAL GATE [WROUGHT IRON, 26']	EA	1		
201	000003	WROUGHT IRON FENCE	LF	17		
202	802620(F)	16' CHAIN LINK GATE (TYPE CL-6)	EA	2		
203	011508(F)	COLD PLANE ASPHALT CONCRETE PAVEMENT (.17') [MAX]	SQYD	3,487		
204	260201	CLASS 2 AGGREGATE BASE	CY	11,200		
205	377501(F)	SLURRY SEAL	SQYD	579		
206	390132	HOT MIX ASPHALT (TYPE A)	TON	15,500		
207	401000	CONCRETE PAVEMENT	CY	630		
208	220101	FINISHING ROADWAY	LS	1		
209	066827	STRIPING AND PAVEMENT MARKERS (THERMOPLASTIC)	LS	1		
210	208000	IRRIGATION SYSTEM	LS	1		
211	000003	LANDSCAPE IMPROVEMENTS	LS	1		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
212	860201	SIGNAL AND LIGHTING	LS	1		
213	860460	LIGHTING AND SIGN ILLUMINATION	LS	1		
214	000003(F)	CRASH CUSHION (TYPE TRACC)	EA	1		
215	832001	METAL BEAM GUARD RAILING	LF	88		
216	839541(F)	TRANSITION RAILING (TYPE WB)	EA	1		
217	839585(F)	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1		
218	000003	RECONSTRUCT BOLLARD	EA	5		
219	000003	RECONSTRUCT BACKFLOW PREVENTER AND COVER	EA	9		
220	000003	RECONSTRUCT MONUMENT SIGN	EA	2		
221	562001	METAL (ROADSIDE SIGN) [BARRIER MOUNTED]	EA	1		
222	562001	METAL (ROADSIDE SIGN) [WALL MOUNTED]	EA	8		
223	562001	METAL (ROADSIDE SIGN) [LIGHT POLE MOUNTED]	EA	16		
224	562001	METAL (ROADSIDE SIGN) [FENCE MOUNTED]	EA	12		
225	566011	ROADSIDE SIGN - ONE POST	EA	44		
226	566012	ROADSIDE SIGN - TWO POST	EA	3		
227	019901	DE-MOBILIZATION	LS	1	500,000.00	500,000.00
228	000003	FURNISH 12-INCH DUCTILE IRON PIPE (PRESSURE CLASS 350).	LF	280		
229	000003	INSTALL 12-INCH DUCTILE IRON PIPE COMPLETE PER PLAN AND CWD-040-1 & 2.	LF	280		
230	000003	FURNISH 20-INCH DUCTILE IRON PIPE (PRESSURE CLASS 250).	LF	420		
231	000003	INSTALL 20-INCH DUCTILE IRON PIPE COMPLETE PER PLAN AND CWD-040-1 & 2.	LF	420		
232	000003	FURNISH AND INSTALL TEMPORARY HIGHLINE, INCLUDING ALL FITTINGS AND APPURTENANCES, PER PLAN.	LS	1		
233	000003	FURNISH AND INSTALL 24-INCH STEEL SPLIT CASING, PER PLAN	LF	50		
234	000003	FURNISH AND INSTALL 2-INCH WATER SERVICE PER CWD-601	EA	1		
235	000003	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY COMPLETE PER CWD-700	EA	1		
236	000003	FURNISH AND INSTALL 4" TEMPORARY BLOW-OFF ASSEMBLY COMPLETE PER CWD-413, RESTRAIN ALL JOINTS	EA	4		
237	000003	FURNISH AND INSTALL 2-INCH AIR VALVE PER CWD-451	EA	1		
238	000003	FURNISH AND INSTALL 12-INCH RESILIENT WEDGE GATE VALVE AND VALVE BOX PER CWD-500 AND CWD-515	EA	1		
239	000003	FURNISH AND INSTALL 6-INCH BLOW-OFF PER CWD-410-A	EA	2		
240	000003	TESTING, CHLORINATION, SANITARY SAMPLES, FLUSHING AND DISPOSAL OF CHLORINATED WATER	LS	1		

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
241	000003	FURNISH AND INSTALL SYSTEM CONNECTIONS, INCLUDING ALL NECESSARY PIPING AND APPURTENANCES COMPLETE PER PLAN	LS	1		
242	000003	PROVIDE TRENCH SHORING, BRACING, AND PLATING, INCLUDING PLANS AND PERMITS	LS	1		

BASE BID SUBTOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 1-242 "WORDS"

ALTERNATE 1 BID SCHEDULE (HGSD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
243	152475	ADJUST SEWER MANHOLE	EA	1		
244	000003	8" FPVC SCHEDULE 40 SEWER MAIN	LF	89		
245	000003	14" FPVC SCHEDULE 40 CASING PIPE	LF	66		
246	000003	48" PRECAST CONCRETE MANHOLE	EA	1		
247	000003	CONNECTION TO EXISTING MANHOLE	EA	2		
248	000003	REMOVE AND DISPOSE OF EXISTING 8" CIP SEWER	LF	78		
249	000003	TEMPORARY SEWER BYPASS	LS	1		

ALT. BID SUBTOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 243-249 "WORDS"

PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 1-249 "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:

**Magnolia Avenue/ BNSF Railway  
Grade Separation Project  
between Lincoln Street and Buchanan Street  
in the City of Riverside and Home Gardens area  
Project No. B7-0784  
Federal Aid No. TCIFCML -5956 (193)**

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.

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Statements and Questionnaire are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission regulations (Chapter 5, Title 2 of the California Administrative Code).

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, part 29 Debarment and Suspension Certification, and Disclosure of Lobbying Activities are true and correct.

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

**Signature:**

\_\_\_\_\_

**Name (printed):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**"Contractor"**

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

## Subcontractor List

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

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

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

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

Percent of work to be performed by Subcontractors: \_\_\_\_\_%

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

## Non-Collusion Declaration

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

The undersigned declares:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Option #1 – Certification**

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

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

**Option #2 – Exemption**

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

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

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



## Equal Employment Opportunity Certification

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

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

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

(Signature)

\_\_\_\_\_  
(Name, print)

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

\_\_\_\_\_  
(Date)

### Note:

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

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

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

## **Public Contract Code Statements and Questionnaire**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** \_\_\_\_\_, **has not** \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

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

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

### **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

## Debarment and Suspension Certification

(Title 49, Code of Federal Regulations, Part 29)

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

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### Notes:

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

Attention is directed to Title 2, Code of Federal Regulations, Parts 180 and 1200

Attention is directed to Form FHWA-1273, Section IV, Subsection 10. Certification of eligibility

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

## **Nonlobbying Certification**

(for Federal-Aid Contracts)

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

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

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

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

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

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V.041613

## **Instructions for Completion of Standard Form – LLL**

### **Disclosure of Lobbying Activities**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

*SF-LLL-Instructions Rev. 06-04-90*

[illegible]

V.041613 (CalTrans.062912)



## **Instructions – Local Agency Bidder**

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

#### **ALL BIDDERS:**

#### **PLEASE NOTE:**

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

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

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

#### **IMPORTANT:**

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

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

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

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

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

Federal-aid Project No. TCIFCML – 5956 (193)

Bid Opening Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

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

## Local Agency Bidder – DBE Information Attachment

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

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

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

(a) Required for each Federal aid contract in conformance with 49 CFR 26, in establishing annual DBE goals.

Indicate approximate amount:

- (1) if under \$1 Million,
- (2) if between \$1 Million and \$5 Million, or
- (3) if greater than \$5 Million

## Bid Bond

### Recitals:

1. \_\_\_\_\_ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Magnolia Avenue/ BNSF Railway, Grade Separation Project, between Lincoln Street and Buchanan Street, in the City of Riverside and Home Gardens area, Project No. B7-0784, Federal Aid No. TCIFCML -5956 (193) in accordance with a Notice Inviting Bids from the County.
2. \_\_\_\_\_ a \_\_\_\_\_ corporation, hereafter called "Surety", is the surety of this bond.

### Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: \_\_\_\_\_

Signatures:

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

Title: Attorney in Fact  
"Surety"

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

STATE OF \_\_\_\_\_ }  
COUNTY \_\_\_\_\_ } 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).**

## **Contract and Other Bond Documents**

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Payment Bond	C5

County of Riverside Contract No. \_\_\_\_\_

**Contract**

**Magnolia Avenue/ BNSF Railway**

**Grade Separation Project**

**between Lincoln Street and Buchanan Street**

**in the City of Riverside and Home Gardens area**

**Project No. B7-0784**

**Federal Aid No. TCIFCML -5956 (193)**

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

**ARTICLE I:**

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. \_\_\_\_\_ issued thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010 the Standard Specifications, dated 2010 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

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

**ARTICLE II:**

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the



said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III:**

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE IV:**

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

**ARTICLE V:**

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

**Magnolia Avenue/ BNSF Railway  
Grade Separation Project  
between Lincoln Street and Buchanan Street  
in the City of Riverside and Home Gardens area  
Project No. B7-0784  
Federal Aid No. TCIFCML-5956 (193)**

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

**COUNTY OF RIVERSIDE**

**CONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Chairman, Board of Supervisors

DATED: \_\_\_\_\_

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

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

\_\_\_\_\_

BY: \_\_\_\_\_

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

Deputy

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

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

Federal Employer Identification Number:

\_\_\_\_\_

BY \_\_\_\_\_

"County"

\_\_\_\_\_

"Corporation"  
(Seal)

## Performance Bond

### Recitals:

1. \_\_\_\_\_ (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as \_\_\_\_\_.
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

### Agreement:

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

## Payment Bond

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Its Attorney In Fact

Title \_\_\_\_\_

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

\_\_\_\_\_  
Notary Public (Seal)

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

## General Conditions

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

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

- "County", "Contractor" and "Contract Documents" are identified in the Contract. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- "Contract Documents" are identified in Instruction to Bidders item 24 "Contract Documents".
- "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.
- "State Highway Agency" (SHA), as referred to in FHWA form 1273, shall mean "County of Riverside". Additionally, some functions of the Federal Government, as described in form 1273, have been delegated to the State of California Department of Transportation.

## 2. Standard Specifications

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

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

The following subsections of the Standard Specifications are deleted:

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

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

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

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

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

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



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

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

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

All communications to the County by Contractor shall be via the Director of TLMA, or such individual(s) as may be designated by the Director of TLMA in his discretion.

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

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

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

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

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

4. Insurance and Hold Harmless

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

**A. General:**

Contractor shall submit to the County a Certificate of Insurance, signed by an authorized representative of the Contractor's insurance provider or agency, which certifies to the County that insurance coverage is provided in accordance with the requirements of this Section.

Certificate Holder information is as follows:

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

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

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

**B. Workers Compensation:**

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

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

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

**C. Commercial General Liability:**

Commercial General Liability insurance coverage includes but not limited to:

1. Premises, operations and mobile equipment liability

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

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

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

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

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

**D. Automobile Liability:**

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

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

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

**E. General Insurance Provisions:**

1. **Insurer.** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk

Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

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

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

County of Riverside  
Transportation Department  
Attn: Contracts/Bidding Unit  
3525 14<sup>th</sup> 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 20, "Hours of Work."

Attention is directed to the Special Provision Section "Prosecution and Progress".

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

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

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

(1) Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or (2) a receiver or liquidator is appointed for Contractor or any of his property, or (3) Contractor shall refuse or fail after Notice of Warning from County by Director of TLMA to supply sufficient properly skilled workmen or suitable materials, or (4) Contractor fails to prosecute the work with such diligence as will insure its completion within the stipulated time period, or (5) Contractor shall fail to make payments to persons supplying labor or materials for the work, or (6) Contractor does not comply with applicable law or instructions

of Director of TLMA, or (7) Contractor is otherwise guilty of a substantial violation of any provision of the Contract Documents, then County without prejudice to such other and further right, remedy or relief it may be entitled to, may by ten (10) days notice to Contractor, terminate the employment of Contractor and his right to proceed, either as to the entire work, or at County's option, as to any portion thereof as to which delay shall have occurred or breach or miscompliance relates, and may thereupon take possession of the affected work and complete the work by contract or otherwise, as County deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of County occasioned by Contractor's failure to properly perform, such excess shall be paid by Contractor. If such expense and damage exceeds the unpaid balance, Contractor is liable to County for the excess. If County elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, plant and equipment on site which may be necessary or convenient for the purpose of completing the work, County is expressly granted the right - acting via Director of TLMA, an Engineer or otherwise - to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

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

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

#### 7. General Prevailing Wage:

Attention is directed to General Conditions Section 9, "Labor Code".

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

Pursuant to §1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

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

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

[www.dir.ca.gov/DLSR/PWD/index.htm](http://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. Federal Prevailing Wage Decision

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes, referred to as the "Bid" and in copies of this book (See Appendix) that may be examined at the office location described above where project Plans, Special Provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid books.

Attention is directed to the Federal minimum wage rate requirements in the Bid Book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

See Appendix for Federal Prevailing Wage Decision rates.

#### 9. Labor Code

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and



directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and his subcontractors shall comply with the provisions of SS 1777.5 of the Labor Code regarding apprentices.

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

#### 10. Labor Nondiscrimination

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

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

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

#### 11. 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 .

#### **12. Subcontracting**

Attention is directed to:

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

##### Contractor responsibility

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

##### Violations and remedies

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

##### 50% Minimum work performance

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. The fifth paragraph is deleted for Subcontracting Standard Provision subsection 5-1.13A, "General".

##### Subcontractor compliance

Each subcontractor must comply with the contract.

##### Active license

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

Submittal of subcontracts

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

Submittal of subcontractor request form

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

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.

Federal requirement constraint

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 6 of these Special Provisions. Noncompliance shall be corrected. **Payment for subcontracted work involved will be withheld** from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract. (Refer to 29 CFR5.5 and also to Form FHWA-1273 section I.3, May 1, 2012 version).

13. Monthly Progress Estimates and Payments

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

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

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

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

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

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

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

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

#### 14. 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.

15. Prompt Progress Payment to Subcontractors

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

Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 day of receipt of each payment may take place only for good cause and with the County's prior written approval.

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

16. Prompt Payment of Withheld Funds to Subcontractors

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

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

17. Payment for Extra Work (Force Account Basis)

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

18. Change Orders – Detail Drawings and Instructions

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

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

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

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

19. 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.

## 20. 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.

## 21. Arbitrations

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

## 22. 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.

**23. Brand or Trade Name – Substitute of Equals**

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

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

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

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

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

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

#### 24. 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.

## **25. Public Safety**

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

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

### **A. Excavations**

The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 1 foot deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

### **B. Temporarily Unprotected Permanent Obstacles**

The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer,

removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

### C. Storage Areas

Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of Type K temporary railing installed in conformance with the provisions in this Special Provision section "Public Safety" and in Section 7-1.04, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Type K Temporary railing shall conform to the provisions in Section 12-3.08, "Type K Temporary Railing" of the Standard Specifications. Type K Temporary Railing, conforming to the details shown on 2010 Standard Plans T3A and T3B, may be used. Type K Temporary Railing fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

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

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

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

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

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

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

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

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

#### Payment

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

#### 26. Extra Work

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

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

#### 27. Noise Control

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

Section 14-8.02A, "General", second paragraph, is deleted and replaced with the following: The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA LMax at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

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

Payment

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

28. Use, Care and Protection of Premises

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

At his expense Contractor shall:

- A. Take every precaution against injuries to persons or damage to property.
- B. Comply with regulations governing the use of the property.
- C. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- D. Place on the work only such loads as are consistent with the safety of the work.
- E. Effect all cutting, fitting, or patching of his work required to make it conform to the Plans and Specifications and interrelate with other improvements or except with the consent of Director of TLMA, cut or otherwise alter existing improvements.
- F. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed, or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Director of TLMA.
- G. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- H. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- I. Guard County's property from injury or loss.

- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

Payment

Full compensation for conforming to the requirements of this Section, Use, Care and Protection of Premises, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

29. Obstructions

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

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

30. Removal of Asbestos and Hazardous Substances

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

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

If delay of work in the area delays the current controlling operation, the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

31. 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.

32. 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.

33. 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.

34. Dust Abatement

Dust control shall conform to Section 14-9.03, "Dust Control", Section 14-9.02, "Air Pollution Control", Section 17, "Watering", and Section 18, "Dust Palliative" of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust



Reduction Program For Coachella Valley” (if project location is within the Coachella Valley), all other applicable Federal and State laws, and the requirements set forth herein.

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County, as Owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor’s operations related to the construction contract, which may be levied against both the Contractor and the County by the AQMD or other regulatory agencies. The Contractor’s attention is directed to Section 7-1.02, “Laws” and Section 7-1.02A of the Standard Specifications. The cost of all fines levied against the County will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

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

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

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

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

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

The Contractor shall utilize the “Best Available Control Measures” of controlling fugitive dust, as prepared by the AQMD. For projects within the Coachella Valley, the “Reasonably

Available Control Measures” may be employed, if effective within the context of the AQMD rules. However, if fugitive dust crosses the project boundary, more effective control measures, including the “Best Available Control Measures” shall be implemented.

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

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

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

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

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

At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the “Best Available Control Measures” and “Reasonably Available Control Measures”, and other associated

information, including a listing of suggested dust control related devices, materials and chemicals.

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

Payment

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

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

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## **SPECIAL NOTICES**

See section 2-1.35 for SSPC QP certification requirements.

## **DIVISION 0 COUNTY PROVISIONS**

### **00 COUNTY MISCELLANEOUS**

#### **00-1.01 PROJECT DESCRIPTION:**

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

In general this project proposes to construct improvements at the Magnolia Avenue / BNSF Grade Crossing. The project is located from west of Lincoln Street to east of Buchanan Street, in the City of Riverside and near the Riverside County Community of Home Gardens.

The proposed improvements will include the following:

- A. Construction of overpass bridge above the BNSF railway track, and construction of at-grade one-way frontage road to provide access to the adjacent commercial and light industrial properties west of the BNSF railroad crossing.
- B. The project will widen the existing Magnolia Avenue roadway to provide the one-way frontage road improvements.
- C. The project will modify the existing traffic signals at the Lincoln Street and Buchanan Street intersections.
- D. The project will construct approximately 1461 feet of new bridge approximately 82 feet wide. The bridge consists of 10 spans that vary in length from 122 feet to 176 feet. The structure depth is 8 feet.
- E. The project will construct four Mechanically Stabilized Embankment (MSE) walls at the bridge approaches.
- F. The project will include associated drainage, grading, signing, striping, electrical, landscape and irrigation improvements to accommodate the roadway improvements.
- G. Base bid also include in construction of 12" and 20" waterlines. Waterline work shall be performed in accordance with Riverside Public Utility (RPU) plans, standards, technical specifications and these Special Provisions. Refer to Appendix "M" for technical specifications.

This project consists of two (2) bid schedules as specified below:

#### **Base Bid Schedule A: (Riverside County Transportation Department -RCTD)**

The major work included in this schedule is described above

#### **Alternate1 Bid Schedule: (Home Gardens Sanitary District-HGSD)**

The major work includes construction of 8" sewer line work for Home Garden Sanitary District. If selected for award, the alternate bid schedule the work shall be performed in accordance with the plans, standards and technical specifications of HGSD. Refer to Exhibit "N" for technical specifications.

#### **00-1.02 NOTICE:**

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

The "Contractor's Proposal" has been re-titled as is now the "Bid". These terms shall be considered as equivalent.

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

Bidders are advised that, as required by federal law, the County of Riverside is implementing new Disadvantaged Business Enterprise requirements (June 2012). Special Provision Section 2, "Bid Requirements and Conditions" under subsection titled "Disadvantaged Business Enterprises (DBE)" cover the DBE requirements. Additionally, other DBE requirements are covered, but not limited to, Special Provision Section 5, "General" under subsections titled "Subcontractor and DBE Records", "Performance of DBE" and "DBE Certification Status".

#### **00-1.03 TIME OF COMPLETION:**

The Contractor shall diligently prosecute the work to completion before the expiration of 400 working days from the date stated in the "Notice to Proceed".

#### **00-1.04 LIQUIDATED DAMAGES:**

The Contractor shall pay to the County the sum of \$ 10,500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Time of Completion Special Provision.

##### **Additional Liquidated Damages:**

**Project Appearance:** In addition to the liquidated damages set forth above, refer to Special Provisions Section 00-1.22, "PROJECT APPEARANCE", subsection Liquidated Damages.

**Signal and Highway Lighting System:** In addition to the liquidated damages set forth above, refer to Appendix "J" "Electrical System Specifications", subsection "Liquidated Damages" on page 3 of 41.

#### **00-1.04.1 PROSECUTION AND PROGRESS:**

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

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

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

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

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

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



#### **00-1.05 WORKING DAY RESTRICTIONS:**

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

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

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

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

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

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

#### **00-1.06 TRAINING:**

For the Federal training program, the number of trainees or apprentices is 24.

#### **00-1.07 FEDERAL REQUIREMENT TRAINING:**

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Special Provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman.

The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the County prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

#### Payment

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

#### **00-1.08 ADDITIONAL FEDERAL REQUIREMENTS:**

In addition to the requirement in the Instruction to Bidders, General Conditions, Special Provisions, and elsewhere in the Contract Documents, refer to **Appendix E** for Additional Federal Requirements and Forms.

#### **00-1.09 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:**

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

1. The City Riverside, its elected and appointed officials, employees, agents, and representatives,
2. Burlington Northern Santa Fe (BNSF), its elected and appointed officials, employees, agents, and representatives,
3. Riverside County Flood Control and Water Conservation District, its elected and appointed officials, employees, agents, and representatives,
4. Southern California Edison (SCE), its elected and appointed officials, employees, agents, and representatives,
5. Southern California Gas Company (SCG), its elected and appointed officials, employees, agents, and representatives,
6. AT&T, its elected and appointed officials, employees, agents, and representatives,
7. Riverside Public Utilities, its elected and appointed officials, employees, agents, and representatives,
8. Sunesys, its elected and appointed officials, employees, agents, and representatives,
9. Home Gardens Sanitary District, its elected and appointed officials, employees, agents, and representatives,
10. Santa Ana Water Project Authority, its elected and appointed officials, employees, agents, and representatives,
11. Time Warner, its elected and appointed officials, employees, agents, and representatives,

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

Refer to Appendix "F" page 63 of 75 of these Special Provisions for BNSF insurance requirements set forth in Exhibit "C-1" and section 3 "Insurance". Additionally, refer to General Condition item 4, "Insurance and Hold Harmless". Contractor must provide one acceptable set of insurance documents for this project. For any differing provisions between the General Conditions and the UPRR requirements, insurance documents shall contain the higher of any stated coverage amounts and also contain the most stringent requirements.

#### **Payment**

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

#### **00-1.10 ADDITIONAL INSURANCE REQUIREMENTS, COURSE OF CONSTRUCTION INSURANCE:**

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

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

Contractor shall insure its own machinery, equipment, tools, etc., from any loss of any nature whatsoever. Coverage must be provided for the full term of construction, for the full value of the contract, with the following entities being named as insured or additionally insured regarding their respective interests under this contract:

1. Prime Contractor
2. All Subcontractors
3. County of Riverside
4. City of Riverside
5. Riverside County Flood Control and Water Conservation District
6. All owner's of right of way affected by this construction contract.
7. All owners of utilities affected by the construction contract.

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

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

***Your attention is directed to section "Progress Payment restrictions" of these Special Provisions.***

Payment

Full compensation shall be considered as included in the lump sum price for Course of Construction Insurance, and no additional compensation will be allowed therefor.

**00-1.11 ENCROACHMENT PERMIT:**

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

Payment

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

**00-1.12 PROGRESS PAYMENT RESTRICTIONS:**

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

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be

deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

A. Course of Construction Insurance	\$ 100,000.00
B. Water Pollution Control	\$ 82,500.00
C. Develop Water Supply	\$ 36,000.00
D. Resident Engineers Office	\$ 50,000.00
E. Progress Schedule (Critical Path Method)	\$ 8,000.00
F. Clearing and Grubbing	\$ 45,000.00
G. De-Mobilization	\$500,000.00

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

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

#### **00-1.13 RECORD DRAWINGS:**

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

#### **Payment**

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

#### **00-1.14 COOPERATION:**

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

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

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

Contract No.	Co-Rte-KP	Location	Type of Work
		<u>Magnolia Avenue,</u> <u>Approx. Sta 10+00 to</u> <u>40+00 (LT of "C" line)</u>	<u>Southern California Gas</u> <u>Company 6" MPG</u> <u>(abandoned)</u>
		<u>Magnolia Avenue,</u> <u>Approx. Sta 10+00 to</u> <u>40+00 (RT of "C" line)</u>	<u>Southern California Gas</u> <u>Company 8" HPG</u>
		<u>Magnolia Avenue,</u> <u>Approx. Sta 11+00 to</u> <u>38+00 (RT of "C" line)</u>	<u>ATT California-South UG</u> <u>Fiber Optic duct bank</u>
		<u>Magnolia Avenue,</u> <u>Approx. Sta 10+00 to</u> <u>26+00 (RT of "C" line)</u>	<u>Riverside Public Utilities-</u> <u>Water</u> <u>12" waterline</u> <u>appurtenances (FH, WM,</u> <u>AV, BO &amp; FS)-Temporary</u>
		<u>Magnolia Avenue, Sta</u> <u>38+75 to 41+00 (LT of</u> <u>"BS" line)</u>	<u>Sunesys-OH Fiber Optic</u> <u>(on RPU-Power poles)</u>

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

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

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

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

#### Payment

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

### **00-1.15 PARTNERING:**

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

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

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

The costs involved in providing a facilitator and a workshop site will be borne equally by the County of Riverside and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be

reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

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

#### **00-1.16 NOTICE TO PROPERTY OWNERS:**

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to design the information letter, obtain design approval from the Engineer, print sufficient copies, and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer. The letter shall be similar to a sample to be 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.

#### **Payment**

Full compensation for preparing and distributing Notice to Property Owners shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

#### **00-1.17 JOB SITE POSTERS:**

Contractor shall obtain, furnish, post, preserve and maintain notices and posters in areas readily accessible to all personnel. Areas include, but are not limited to, jobsite trailer common area, material staging area, designated area where employees meet to take shift breaks, and /or equipment storage area. The designated location(s) of posters must be approved by the Engineer.

(Consider verbiage modification for mobile office circumstances for smaller projects. Check with Construction/Inspection for applicability.

If posters are placed outside, they will need to be weatherproofed.

Copies of the posters may be obtained at the Caltrans Division of Construction Website:

<http://www.dot.ca.gov/hq/construc/LaborCompliance/posters.htm>

The Contractor shall check the website periodically for poster updates, additions, and changes. Contact information for various government agencies associated with poster information are provided at this website with links.

The following is a list of required posters:

Document number	Poster Name	Note/ Comment
-	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.
DFEH 162	Discrimination and Harassment in Employment are Prohibited by Law	Required in English and Spanish and for all projects.
DSLE 8	Payday Notice	Required for all projects.
WH Publication 1321	Davis-Bacon Act Poster (Notice to All Workers Working on Federally Financed Construction Projects)	Required in English and Spanish and for Federally funded projects.
FHWA 1495	Wage Rate Information Federal-Aid Highway Project	Required in English and Spanish and for Federally funded projects.
EEOC P/E-1	Equal Employment Opportunity is THE LAW (Revised 11/09)	Required in English and Spanish and for Federally funded projects.
FHWA 1022	False Statement Notice	Required for Federally funded projects.
OSHA 3165 (3167-Spanish)	Job Safety and Health – It's the law!	Required in English and Spanish and for Federally funded projects.
WHD Publication 1088	Employee Rights Under the Fair Labor Standards Act (Revised July 2009)	Required for Federally funded projects.
WHD Publication 1420	Employee Rights And Responsibilities Under The Family And Medical Leave Act (Revised January 2009)	Required for Federally funded projects.
WH Publication 1462	NOTICE Employee Polygraph Protection Act (June 2003)	Required for Federally funded projects.
-	Whistleblower Poster	Required for ARRA funded projects.

Though not posters, but included in the listing above, are the Federal (Davis-Bacon) wage rates and the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted at the job site. See Appendix D, "Federal Prevailing Wage Decision" or see correlated addendum that updates this referenced section.

Additionally, copies of the U.S. Department of Transportation Federal Highway Administration (FHWA) posters may be obtained at the FHWA Website:

<http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>

The revision dates shown in this listing were current as of April 20, 2010.



### **Payment**

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

### **00-1.18 BUY AMERICA REQUIREMENTS:**

Refer to Section 6-2.05, "Buy America" of the Standard Provisions.

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

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

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

### **00-1.19 OBSTRUCTIONS:**

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

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

Existing utility and privately owned facilities shall be protected in accordance with Section 5-1.36, "Property and Facility Preservation" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and privately owned facilities, for the relocation of said facilities, in accordance with Section 5-1.20, "Coordination with other Entities" of the Standard Specifications.

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric

neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

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

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

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

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

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

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

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

Underground Service Alert	800-227-2600
AT & T California	714-963-7964
Charter Communications	951-343-5100
Santa Ana Watershed Project Authority	951-354-4220

Southern California Edison Company	909-357-6709
Southern California Gas Company	909-335-7561
Time Warner Cable	951-457-3830
Home Gardens Sanitary District	909-474-1401
Riverside Public Utilities – Water	951-826-5116
Riverside Public Utilities – Power	951-826-2129

### Payment

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

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

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

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

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

Said work shall be performed in accordance with Section 15-2.10B, "Adjust Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers shall be considered as included in the contract price paid for asphalt concrete or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

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

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

1. Contractor shall coordinate all work with the utility owner.
2. Contractor shall be responsible for all costs and shall be responsible for any damage caused to the owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities, the Contractor shall notify the Engineer and the utility owner of that damage prior to performing additional work on the facility.

3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel plates, and if the 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 possible.
9. Contractor shall repair damaged signals detector loops

#### **Payment**

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

#### **00-1.20 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:**

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the highway right of way.

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

### Payment

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

### **00-1.21 GRAFFITI REMOVAL AND CLEANING:**

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

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

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

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

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

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

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

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

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

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

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

### Payment

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

#### **00-1.22 PROJECT APPEARANCE:**

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

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

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily.
- C. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

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

#### **Liquidated Damages:**

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

#### **Payment**

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

#### **00-1.23 SURVEY STAKING:**

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

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

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

Contractor must submit a written request for County furnished construction staking before, or immediately after, area to receive staking is ready for the installation of the construction stakes.

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

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

#### **00-1.24 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 Disadvantaged Business Enterprise report to the Engineer.
6. Submission of final certified payroll documents to the Engineer.
7. Submission of property owner releases, as required by the Engineer.
8. Completion of the requirements of permits issued by other agencies.
9. Satisfactory completion of punch list items, all construction and administrative items of work.

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

#### **Payment**

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

#### **00-1.25 TRAFFIC CONTROL SYSTEM / PUBLIC CONVENIENCE / PUBLIC SAFETY:**

Stage construction and traffic handling plans are being provided for this project. Contractor shall implement those plans in the field during construction.

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

Maintaining traffic shall conform to the provisions in 5-1.37B "Load Limits", 7-1.02K(6) "Occupational Safety and Health Standards", 7-1.03 "Public Convenience", 7-1.04 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2012 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

No detours will be provided, unless specifically allowed herein. The Contractor will be required to conduct his operations in such a manner that traffic will be permitted to pass through the work area with as little delay as possible.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the 2012 California Manual of Uniform Traffic Control Devices (MUTCD), the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

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

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

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

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

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

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

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

#### **00-1.26 MAINTAINING TRAFFIC:**

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

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

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



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

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

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

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

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

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

#### **00-1.27 CONSTRUCTION AREA LIGHTING:**

The Contractor shall furnish, install, maintain, and remove when no longer required, construction area lighting in accordance with these Special Provisions, and as directed by the Engineer.

In all construction areas where work is to be performed during the hours of darkness, the working areas shall be lighted in conformance with the minimum illumination intensities established by the California Division of Industrial Safety construction safety orders. The term hours of darkness shall be as defined in Section 12-3.01 "General" of the Standard Specifications. All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic, adjacent businesses and adjacent residences.

All construction and warning signs and construction area signs required for night time operations shall be illuminated during the hours of work. All electrical power shall be provided by the Contractor.

Full compensation for construction area lighting shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **00-1.28 REFERENCE SPECIFIC BRANDS OR PRODUCTS:**

Although the Special Provisions and construction plans reference specific brands or products, the intent of these references is as a guideline only, and products from alternate manufacturers will be accepted, provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit information and specifications of the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

Add to section 1-1.01:

### Bid Items and Applicable Sections

Item code	Item description	Applicable section
<u>000003</u>	<u>GRATING CATCH BASIN (W=6.40', SPPWC 304-3)</u>	<u>51</u>
<u>000003</u>	<u>GRATING CATCH BASIN (W=2.95', SPPWC 304-3)</u>	<u>51</u>
<u>000003</u>	<u>PRECAST CATCH BASIN (2' X 2')</u>	<u>51</u>
<u>000003</u>	<u>TRANSITION STRUCTURE RCB-PIPE (SPPWC 342-2)</u>	<u>51</u>
<u>000003</u>	<u>JUNCTION STRUCTURE (CITY 422)</u>	<u>51</u>
<u>000003</u>	<u>RECONSTRUCT BOLLARD</u>	<u>15</u>
<u>000003</u>	<u>TEMPORARY ITEM [WROUGHT IRON FENCE]</u>	<u>80</u>
<u>000003</u>	<u>TEMPORARY ITEM [LANDSCAPE IMPROVEMENTS]</u>	<u>20</u>
<u>000003</u>	<u>REMOVE MASONRY WALL</u>	<u>15</u>
<u>000003</u>	<u>RECONSTRUCT BACKFLOW PREVENTER AND COVER</u>	<u>15</u>
<u>000003</u>	<u>RECONSTRUCT MONUMENT SIGN</u>	<u>15</u>
<u>000003</u>	<u>DETENTION BASIN EXCAVATION</u>	<u>19</u>
<u>000003</u>	<u>CORRUGATED STEEL PIPE RISER (.138" THICK)</u>	<u>70</u>
<u>000003</u>	<u>PRECAST CONCRETE PIPE INLET (CALTRANS D75B)</u>	<u>51</u>
<u>000003</u>	<u>CITRUS LABEL TILES</u>	<u>83</u>
<u>000003</u>	<u>INTERPRETIVE PANEL TILES</u>	<u>83</u>
<u>000003</u>	<u>POST GROUTING CIDH PILE</u>	<u>49</u>
<u>000003</u>	<u>CLEANOUT BOX (CITY 425)</u>	<u>51</u>
<u>000003</u>	<u>CONCRETE PARAPET</u>	<u>83</u>
<u>000003</u>	<u>CRASH CUSHION (TYPE TRACC)</u>	<u>83</u>
<u>011508</u>	<u>COLD PLANE ASPHALT CONCRETE PAVEMENT (.17') [MAX]</u>	<u>15</u>
<u>011511</u>	<u>REMOVE MISCELLANEOUS ITEMS [BUMPER POLE]</u>	<u>15</u>
<u>011511</u>	<u>REMOVE MISCELLANEOUS ITEMS [BLOCK PLANTER WALL]</u>	<u>15</u>
<u>011511</u>	<u>REMOVE MISCELLANEOUS ITEMS [PARKING BUMPER]</u>	<u>15</u>
<u>013902</u>	<u>ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)</u>	<u>39</u>
<u>015101</u>	<u>CLASS B CONCRETE (COLLAR) (RCFC&amp;WCDS M803)</u>	<u>51</u>
<u>015602</u>	<u>FUNDING AWARENESS SIGN</u>	<u>12</u>
<u>017003</u>	<u>CATCH BASIN (CURB INLET) (CRS 300) [W=21']</u>	<u>51</u>

<u>017003</u>	<u>CATCH BASIN (CURB INLET) (CRS 300) [W=14']</u>	<u>51</u>
<u>017003</u>	<u>CATCH BASIN (CURB INLET) (CRS 300) [W=7']</u>	<u>51</u>
<u>017003</u>	<u>CATCH BASIN (CURB INLET) (CRS 300) [W=4']</u>	<u>51</u>
<u>017005</u>	<u>CATCH BASIN (COMBINATION INLET) (CRS 302 - NO.2) [W=2.95']</u>	<u>51</u>
<u>017005</u>	<u>CATCH BASIN (COMBINATION INLET) (CRS 302 - NO.2) [W=6.40']</u>	<u>51</u>
<u>017101</u>	<u>MANHOLE (RCFC&amp;WCDS MH251)</u>	<u>51</u>
<u>017105</u>	<u>JUNCTION STRUCTURE (RCFCD&amp;WCDS JS 227)</u>	<u>51</u>
<u>017110</u>	<u>MANHOLE (RCFC&amp;WCDS MH254) [NO.4]</u>	<u>51</u>
<u>017111</u>	<u>JUNCTION STRUCTURE (RCFC&amp;WCDS JS 229)</u>	<u>51</u>
<u>017305</u>	<u>MINOR CONCRETE (CURB AND GUTTER) (CRS201)</u>	<u>73</u>
<u>017309</u>	<u>MINOR CONCRETE (TYPE "D" CURB) (CRS 204)</u>	<u>73</u>
<u>017315</u>	<u>MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)</u>	<u>73</u>
<u>017316</u>	<u>MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)</u>	<u>73</u>
<u>019901</u>	<u>DE-MOBILIZATION</u>	<u>9</u>
<u>066102</u>	<u>DUST ABATEMENT</u>	<u>14</u>
<u>066827</u>	<u>STRIPING AND PAVEMENT MARKERS (THERMOPLASTIC)</u>	<u>84</u>
<u>070012</u>	<u>PROGRESS SCHEDULE (CRITICAL PATH METHOD)</u>	<u>8</u>
<u>071321</u>	<u>TEMPORARY FENCE (TYPE CL-6)</u>	<u>80</u>
<u>074016</u>	<u>CONSTRUCTION SITE MANAGEMENT</u>	<u>13</u>
<u>074019</u>	<u>PREPARE STORM WATER POLLUTION PREVENTION PLAN</u>	<u>13</u>
<u>074020</u>	<u>WATER POLLUTION CONTROL</u>	<u>13</u>
<u>155003</u>	<u>CAP INLET</u>	<u>51</u>
<u>151508A</u>	<u>RECONSTRUCT DRAINAGE FACILITY (ARLINGTON CHANNEL WALL AT CIDH PILE) (EA)</u>	<u>15</u>
<u>151508B</u>	<u>RECONSTRUCT DRAINAGE FACILITY (ARLINGTON CHANNEL UC AT TEMP BRIDGE) (EA)</u>	<u>15</u>
<u>1901110</u>	<u>LEAD COMPLIANCE PLAN</u>	<u>7</u>
<u>479028A</u>	<u>MECHANICALLY STABILIZED EMBANKMENT (TEMPORARY RETAINING WALL)</u>	<u>47</u>
<u>480600A</u>	<u>TEMPORARY SHORING (ARLINGTON CHANNEL WALL)</u>	<u>48</u>
<u>48xxx3</u>	<u>FALSEWORK SYSTEM</u>	<u>48</u>
<u>499XXX</u>	<u>POST GROUTING CIDH PILE</u>	<u>49</u>
<u>500001A</u>	<u>PRESTRESSING CAST-IN-PLACE CONCRETE (LONGITUDINAL)</u>	<u>50</u>
<u>500001B</u>	<u>PRESTRESSING CAST-IN-PLACE CONCRETE (TRANSVERSE)</u>	<u>50</u>
<u>513553</u>	<u>RETAINING WALL (MASONRY WALL)</u>	<u>47</u>

<u>513570</u>	<u>CONCRETE BLOCK WALL [SLOUGH]</u>	<u>47</u>
<u>513570</u>	<u>CONCRETE BLOCK WALL [SECURITY]</u>	<u>58</u>
<u>513570</u>	<u>CONCRETE BLOCK WALL [ENCLOSURE]</u>	<u>58</u>
<u>518051A</u>	<u>PTFE SPHERICAL BEARING (HINGE)</u>	<u>51</u>
<u>518051B</u>	<u>PTFE SPHERICAL BEARING (ABUTMENT 11)</u>	<u>51</u>
<u>519107A</u>	<u>JOINT SEAL ASSEMBLY (MR 10 1/2")</u>	<u>51</u>
<u>703460A</u>	<u>32" WELDED STEEL PIPE CASING (BRIDGE)</u>	<u>70</u>
<u>833000A</u>	<u>METAL RAILING (RAMP)</u>	<u>83</u>
<u>833000B</u>	<u>METAL RAILING (BRIDGE)</u>	<u>83</u>
<u>833000C</u>	<u>METAL RAILING (27 INCH)</u>	<u>83</u>
<u>833088A</u>	<u>TUBULAR HANDRAILING (22-INCH)</u>	<u>83</u>
<u>833142A</u>	<u>CONCRETE PARAPET</u>	<u>83</u>
<u>839704A</u>	<u>CONCRETE BARRIER (TYPE 60D MOD)</u>	<u>83</u>
<u>839717A</u>	<u>CONCRETE BARRIER (TYPE 732/60D MOD)</u>	<u>83</u>
<u>839770A</u>	<u>CITRUS LABEL TILES</u>	<u>83</u>
<u>839770B</u>	<u>INTERPRETIVE PANEL TILES</u>	<u>83</u>
<u>999990</u>	<u>MOBILIZATION</u>	<u>9</u>

**Replace 31st paragraph of section 1.07B with:**

**Department:** Board of Supervisors of the County of Riverside.

**Replace 83rd paragraph of section 1.07B with:**

**State:** County of Riverside

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## **2 BIDDING**

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

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

**Replace section 2-1.06B with the following:**

### **2-1.06B Supplemental Project Information**

The County makes the following supplemental project information available:

### Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	<u>1. Foundation Report, Magnolia Avenue Grade Separation at BNSF Railroad, Dated May 10, 2012</u> <u>2. Addendum No. 1, Abutment 11 Wingwalls Foundation Report for the Magnolia Avenue Grade Separation at BNSF Railroad, dated December 17, 2012</u> <u>3. Cross Sections</u> <u>4. Materials Report</u> <u>5. Water Quality Management Plan</u> <u>6. Flood Control Encroachment Permit Application</u>
Available as specified in the <i>Standard Specifications</i>	<u>Arlington Channel Bridge and Arlington Channel as-built drawings</u>
Available for inspection at the District Office	<u>Interpretive Panel Color Renderings</u>

During the advertisement period of this project, the supplemental information will be available as a free download for use by the Contractor at the following County website:

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

Supplement project information is part of the Contract Documents and Special Provisions. These documents are also available upon request to the Transportation Department: (951) 955-6780.

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## 5 CONTROL OF WORK

### Add to section 5-1.09A:

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

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

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

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

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

### Replace section 5-1.20C with:

#### 5-1.20C Railroad Relations

Work must comply with the Burlington Northern Santa Fe (BNSF) Overpass Agreement included in Appendix F of these special provisions. Special attention should be paid to restrictions to work activities inside of BNSF right-of-way during the BNSF fourth quarter.