

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

329A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
October 24, 2013


**SUBJECT:** Approval of the Plans and Specifications for the Mecca Group 4 Street Improvement Project, Coahuilla Street, Date Palm Street, and 4<sup>th</sup> Street in the Unincorporated Community of Mecca, 4<sup>th</sup>/4<sup>th</sup> District (Clerk to Advertise) [\$1,167,761, State Funds 13%, Local Funds 87%]

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

1. Approve the plans and specifications for the Mecca Group 4 Street Improvement Project, including Coahuilla Street, Date Palm Street, and 4<sup>th</sup> Street, in the unincorporated community of Mecca; and
2. Authorize the Clerk of the Board to advertise for bids to be received in the office of the Director of Transportation and Land Management up to the hour of 2:00 p.m., Wednesday, December 4, 2013, at which time bids will be opened.

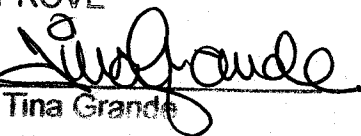
Departmental Concurrence

JCP:jrj:cmw:sb

  
 Juan C. Perez  
 Director of Transportation and Land Management

FORM APPROVED COUNTY COUNSEL  
BY:  MARSHAL VICTOR  
DATE: 10/17/13


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 1,167,761	\$ 0.00	\$ 1,167,761	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>SOURCE OF FUNDS:</b> Gas Tax (87%) and State Safe Route to School Funds (13%). There are no General Funds used in this project.				<b>Budget Adjustment:</b> No	
				For Fiscal Year: 2013/2014	

**C.E.O. RECOMMENDATION:** APPROVE  
 BY:   
 Tina Grande  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Stone and Ashley  
**Nays:** None  
**Absent:** Benoit  
**Date:** November 5, 2013  
**xc:** Transp., COB

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

- A-30
- 4/5 Vote
- Positions Added
- Change Order

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

**FORM 11:** Mecca Group 4 Street Improvement Project, Including Coahuilla Street, Date Palm Street, and 4<sup>th</sup> Street, in the Unincorporated Community of Mecca, 4<sup>th</sup>/4<sup>th</sup> District (Clerk to Advertise) [\$1,167,761, State Funds 13%, Local Funds 87%]

**DATE:** October 24, 2013

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

Between 2010 and 2013, the Transportation Department administered the construction of street improvements throughout downtown Mecca as part of the Redevelopment Agency funded Mecca Street Revitalization Projects - Phases 1, 2, 3, and Roundabout. Those projects included the full reconstruction of paved roads and the addition of concrete sidewalks to the streets to eliminate blight and to improve drainage and pedestrian access.

The Mecca Group 4 Street Improvement Project provides a continuation of those improvements in downtown Mecca with the reconstruction of pavement and addition of sidewalks and curb ramps on Coahuilla Street, Date Palm Street, and 4<sup>th</sup> Street. The project includes the improvement of roads fronting Mecca Elementary School and will be funded by the State Safe Routes to School Program and Gas Tax.

The submitted plans and specifications have been approved as to form by County Counsel, and the environmental clearance is complete.

**Impact on Citizens and Businesses**

These improvements will provide benefits to the community by improving driving surfaces, drainage, and pedestrian access, especially for children who walk to school.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The construction contract is estimated to be \$1,167,761, and construction is expected to finish in FY 2013/2014 and will be funded with Gas Tax funds and State Safe Route to School Funds. There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

Project No: C1-0654

State Project No: SR2SL-5956(215)

# **SPECIFICATIONS and CONTRACT DOCUMENTS**

**for the**

**CONSTRUCTION**

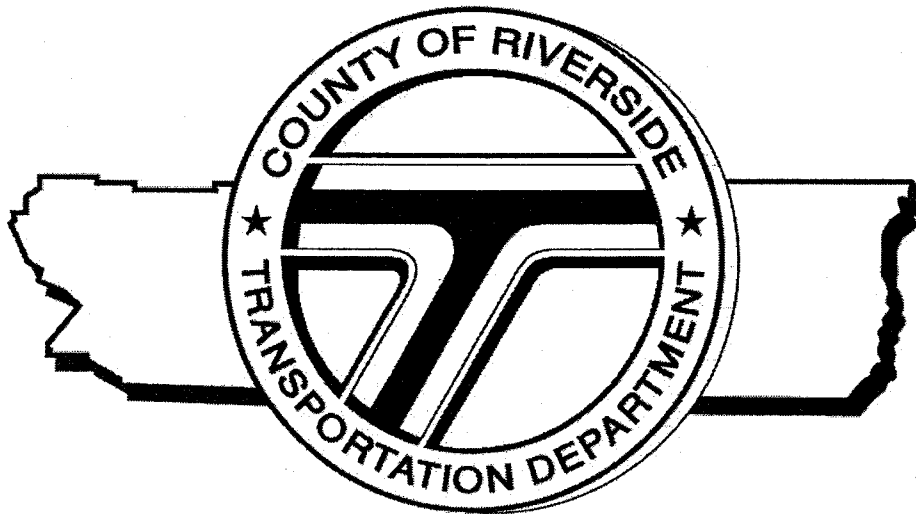
**of**

**Mecca Group 4 Street Improvement Project  
Coahuilla Street, Date Palm Street and 4th Street**

**Community of Mecca**

**Project No. C1-0654**

**State Project No. – SR2SL-5956(215)**



**TRANSPORTATION DEPARTMENT**

FORM APPROVED COUNTY COUNSEL  
BY: MR. VICTOR 10/17/13  
MARSHAL VICTOR DATE

## General

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

V.062513

Project No. C1-0654, State Project No. – SR2SL-5956(215)

## General

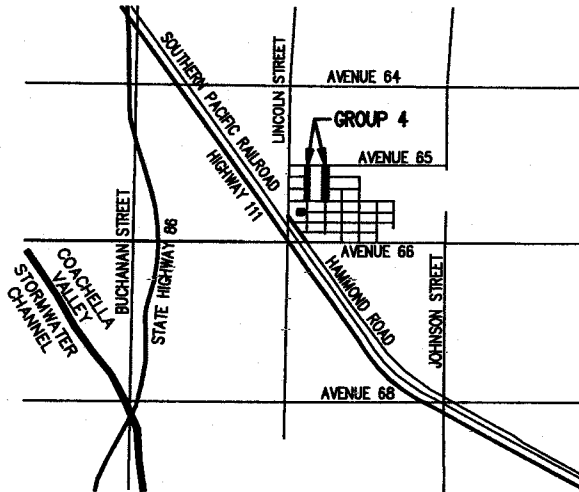
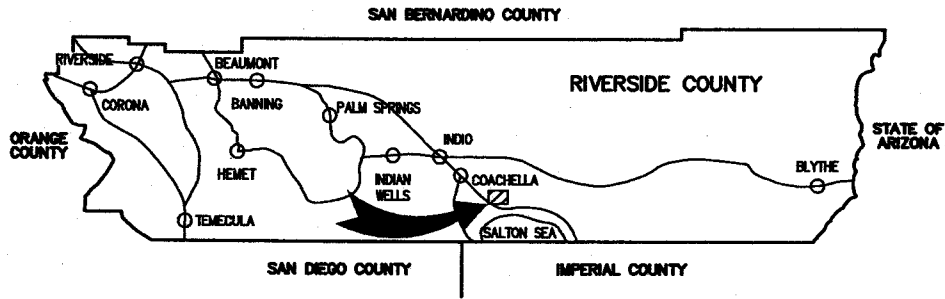
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\* **Note:** See the first page of this document description for a detailed Table of Contents.

COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION

MECCA GROUP 4 STREET IMPROVEMENT PROJECT  
COAHUILLA STREET, DATE PALM STREET AND 4TH STREET  
COMMUNITY OF MECCA  
PROJECT No. C1-0654  
STATE PROJECT No. SR2SL-5956(215)



VICINITY MAP

TOWNSHIP 7S RANGE 9E SECTION 8  
COUNTY ROAD BOOK PAGE No. 230A

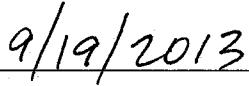
**Specifications and Contract Documents**  
for the construction of  
**Mecca Group 4 Street Improvement Project**  
**Coahuilla Street, Date Palm Street and 4th Street**  
**Community of Mecca**  
**Project No. C1-0654**  
**State Project No. – SR2SL-5956(215)**

**Contract Approval(s)**

**Recommended by:**

  
\_\_\_\_\_

Catherine M. Wampler  
Senior Civil Engineer


  
\_\_\_\_\_

Date

**Approval:**

  
\_\_\_\_\_

Khalid Nasim, PE  
Engineering Division Manager

  
\_\_\_\_\_

Date

**Specifications and Contract Documents**

for the construction of

**Mecca Group 4 Street Improvement Project**

**Coahuilla Street, Date Palm Street and 4th Street**

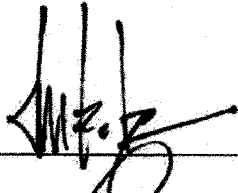
**Community of Mecca**

**Project No. C1-0654**

**State Project No. – SR2SL-5956(215)**

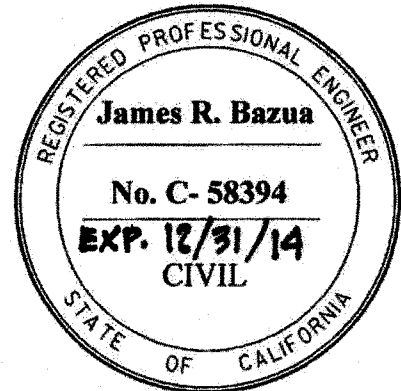
**Engineering Certification(s)**

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



James R. Bazua, PE

9/18/13  
Date

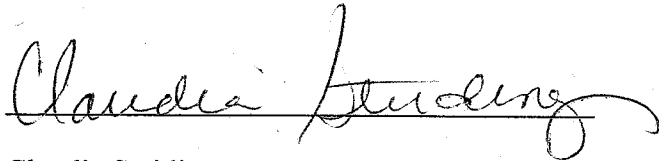




**Specifications and Contract Documents**  
for the construction of  
**Mecca Group 4 Street Improvement Project**  
**Coahuilla Street, Date Palm Street and 4th Street**  
**Community of Mecca**  
**Project No. C1-0654**  
**State Project No. – SR2SL-5956(215)**

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

**Reviewed and Recommended by:**



Claudia Steiding  
Senior Transportation Planner/NPDES  
Coordinator

9/18/13  
Date

## Notice to Bidders

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

**Mecca Group 4 Street Improvement Project**  
**Coahuilla Street, Date Palm Street and 4th Street**  
**Community of Mecca**  
**Project No. C1-0654**  
**State Project No. – SR2SL-5956(215)**

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **December 4, 2013** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **September 2013**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$20.00** per set with 24" x 36" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

The Contractor is required to have a Class "A" or **C12 (Earthwork and Paving)** license at the time of bid submission.

Engineering Estimate:	\$ 525,000 - \$ 613,000	(Base Bid Schedule A)
	\$ 346,000 - \$ 414,000	(Base Bid Schedule B)
	\$ 179,000 - \$ 209,000	(Alternate Bid Schedule 1)

Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	30 Working Days

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

## Instructions to Bidders

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## Instructions to Bidders

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

### 1. Inspection of Site

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

### 2. Bidder's Bid Form

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

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

The Bid form is bound together with the Contract.

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

### 3. Bid Bond

The bidder's bond form described in the last paragraph in Section 2-1.07, "Proposal Guaranty" of the Standard Specifications and this section will be found in the Bid Book's "B" pages and this form is titled as "Bid Bond".

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

4. Non-Collusion Declaration

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

5. Iran Contracting Act, Certification or Exemption

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

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

6. Interpretation of Documents

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

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday (except holidays), up to, including and no later than the fifth (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 2-1.02, "Approximate Estimate" will be found in the Bid form.

8. Addenda

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

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

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

9. License

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

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

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

10. Contract Participation

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

11. Subletting, Subcontracting, and Subcontractor List

General

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

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

Subcontractor List

As required by Standards Specification Section 2-1.054, "Required Listing of Proposed Subcontractors", the Bidder must submit a Subcontractor List. Subcontractor List must be on the form contained in the Bid Book.

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

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

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

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

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

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

Penalties

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

Clerical error

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

12. Hours of Work

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

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

13. Alternate Bid Schedules

If the Bid includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following will apply:

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Bid includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following will apply:

This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work



listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County reserves the right to reject all bids received.

#### 14. Bids

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

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

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

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

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

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

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if

applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

Bids on Lump Sum items shall be item totals only; if any unit price for a Lump Sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

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

#### 15. Like Bid Items

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

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

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

The following are not subject to this bidding requirement:

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

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

16. Contract Documents

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

17. Submission of Bidder's Bid

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

18. Qualifications of Bidders

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

19. Design Engineer May Not Bid On Construction Contract:

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

20. Award of Contract

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

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

The County reserves the right to reject all bids received.

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

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

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

Bid Protest

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

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

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

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

3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. 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.

## 21. Payment and Performance Bonds

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

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the Bid Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

22. Return of Bid Guarantee

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

23. Submission of Insurance Certificate and Endorsements

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

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

# Bid

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

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

Bidder: \_\_\_\_\_  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Mecca Group 4 Street Improvement Project, Coahuilla Street, Date Palm Street and 4th Street, Community of Mecca, Project No. C1-0654, State Project No. – SR2SL-5956(215) 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.

**Mecca Group 4 Street Improvement Project**  
**Coahuilla Street, Date Palm Street and 4th Street**  
**Community of Mecca**  
**Project No. C1-0654**  
**State Project No. – SR2SL-5956(215)**

**PROPOSAL**

Base Bid Schedule A (Coahuilla Street 20+33 to 30+00)

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP		LS	1		
2	066102	DUST ABATEMENT		LS	1		
3	170101	DEVELOP WATER SUPPLY		LS	1		
4	074020	WATER POLLUTION CONTROL		LS	1		
5	120100	TRAFFIC CONTROL SYSTEM		LS	1		
6	000003	TEMPORARY CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN		EA	1		
7	160101	CLEARING AND GRUBBING [INCLUDING VARIOUS ITEMS LISTED IN SPECIAL PROVISIONS]		LS	1		
8	190101 (F)	ROADWAY EXCAVATION	Like 01	CY	4,100		
9	390130	HOT MIX ASPHALT	Like 02	TON	900		
10	260201	CLASS 2 AGGREGATE BASE	Like 03	CY	3,700		
11	153103	COLD PLANE EXISTING AC PAVEMENT	Like 04	SQYD	120		
12	393001	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	Like 05	SQYD	4,800		
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 06	LF	1,610		
14	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)		LF	110		
15	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	Like 07	SQFT	11,000		
16	731502	MINOR CONCRETE (8" PAVEMENT)		SQFT	670		
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 08	EA	3		
18	017315	MINOR CONCRETE (ADA ACCESSIBLE RAMP) (CRS 403 - CASE A PER DETAIL)		EA	1		
19	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	Like 09	SQFT	850		
20	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	Like 10	SQFT	5,300		
21	000003	DRIVEWAY TIE-IN [0.33' PCC]	Like 11	SQFT	990		
22	394002	PLACE ASPHALT CONCRETE (DRIVEWAY TIE-IN)		SQFT	110		
23	000003	REMOVE EXISTING FENCE/GATE AND REPLACE WITH NEW CHAIN LINK FENCE/GATE OUTSIDE PUBLIC R/W		LF	20		
24	198005	IMPORTED GRANULAR MATERIAL (DECOMPOSED GRANITE)		CY	3		
25	840656	PAINT TRAFFIC STRIPE (2 COAT)	Like 12	LF	860		
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	Like 13	SQFT	590		
27	152390	RELOCATE ROADSIDE SIGN	Like 14	EA	3		



**PROPOSAL**

**Base Bid Schedule A (Continued)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28	566011	ROADSIDE SIGN - ONE POST	Like 15	EA	13		
29	000003	PAINT RED CURB	Like 16	LF	320		
30	151281	SALVAGE ROADSIDE SIGN	Like 17	EA	10		

BASE BID SCH. A

SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_

ITEMS 1-30

"WORDS"

**Base Bid Schedule B (Coahuilla Street 30+00 to 33+38.26, Date Palm Street 23+38 to 36+40.08)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
31	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP		LS	1		
32	066102	DUST ABATEMENT		LS	1		
33	170101	DEVELOP WATER SUPPLY		LS	1		
34	074020	WATER POLLUTION CONTROL		LS	1		
35	120100	TRAFFIC CONTROL SYSTEM		LS	1		
36	160101	CLEARING AND GRUBBING [INCLUDING VARIOUS ITEMS LISTED IN SPECIAL PROVISIONS]		LS	1		
37	190101 (F)	ROADWAY EXCAVATION	Like 01	CY	1,000		
38	390130	HOT MIX ASPHALT	Like 02	TON	850		
39	260201	CLASS 2 AGGREGATE BASE	Like 03	CY	1,060		
40	153103	COLD PLANE EXISTING AC PAVEMENT	Like 04	SQYD	5,700		
41	393001	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	Like 05	SQYD	1,400		
42	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 06	LF	275		
43	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)		LF	50		
44	017304	MINOR CONCRETE (CURB AND GUTTER) (TRANSITION 8" - 6")		LF	160		
45	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	Like 07	SQFT	2,500		
46	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 08	EA	4		
47	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B AND PER DETAIL)		EA	1		
48	017315	MINOR CONCRETE (MODIFIED CURB RAMP) (CRS 403 - PER DETAIL)		EA	1		
49	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	Like 09	SQFT	1,600		

**PROPOSAL**

**Base Bid Schedule 2 (Continued)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
50	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	Like 10	SQFT	480		
51	000003	DRIVEWAY TIE-IN [0.33' PCC]	Like 11	SQFT	100		
52	000003	REMOVE EXISTING FENCE/GATE AND REPLACE WITH NEW CHAIN LINK FENCE/GATE OUTSIDE PUBLIC R/W		LF	45		
53	840656	PAINT TRAFFIC STRIPE (2 COAT)	Like 12	LF	1,050		
54	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	Like 13	SQFT	620		
55	152390	RELOCATE ROADSIDE SIGN	Like 14	EA	7		
56	566011	ROADSIDE SIGN - ONE POST	Like 15	EA	9		
57	000003	PAINT RED CURB	Like 16	LF	640		
58	151281	SALVAGE ROADSIDE SIGN	Like 17	EA	6		
59	000003	MISCELLANEOUS DIRECTED WORK		FA	1	95,000.00	95,000.00

BASE BID SCH. 2

SUB-TOTAL:

\$

ITEMS 31-59

"WORDS"

**Alternate Bid Schedule 1 (4th Street Cul De Sac)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
60	760090	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP		LS	1		
61	066102	DUST ABATEMENT		LS	1		
62	170101	DEVELOP WATER SUPPLY		LS	1		
63	074020	WATER POLLUTION CONTROL		LS	1		
64	120100	TRAFFIC CONTROL SYSTEM		LS	1		
65	160101	CLEARING AND GRUBBING [INCLUDING VARIOUS ITEMS LISTED IN SPECIAL PROVISIONS]		LS	1		
66	190101 (F)	ROADWAY EXCAVATION	Like 01	CY	840		
67	390130	HOT MIX ASPHALT	Like 02	TON	200		
68	260201	CLASS 2 AGGREGATE BASE	Like 03	CY	700		
69	393001	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	Like 05	SQYD	1,100		
70	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 06	LF	450		
71	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	Like 07	SQFT	2,500		
72	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	Like 10	SQFT	1,275		

**PROPOSAL**

**Alternate Bid Schedule 1 (Continued)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
73	000003	DRIVEWAY TIE-IN [0.33' PCC]	Like 11	SQFT	390		
74	510502	MINOR CONCRETE (MINOR STRUCTURE) (CONCRETE U-DRAIN PER DETAIL AND MODIFIED UNDER SIDEWALK DRAIN PER CRS 309)		LS	1		
75	510502	MINOR CONCRETE (MINOR STRUCTURE) (UNDER SIDEWALK DRAIN (24" WIDE) PER CRS 309)		EA	2		
76	000003	CONTAMINATED SOIL MANAGEMENT		LS	1		
77	000003 (F)	CONTAMINATED SOIL MITIGATION/EXPORT		CY	235		
78	151281	SALVAGE ROADSIDE SIGN	Like 17	EA	3		
79	000003	CHAIN LINK FENCE (6' HIGH)		LF	94		
80	000003	REMOVE EXISTING (MISCELLANEOUS)		LS	1		

ALT BID SCH. 1

SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 60-80 "WORDS"

PROJECT TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 1-80 "WORDS"

\* NOTE: See Page A8, Section "Like Bid Items" corrections will apply if proposal item cost discrepancies are submitted.

## 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:

**Mecca Group 4 Street Improvement Project  
Coahuilla Street, Date Palm Street and 4th Street  
Community of Mecca  
Project No. C1-0654  
State Project No. – SR2SL-5956(215)**

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

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

**Signature:**

\_\_\_\_\_

**Name (printed):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

“Contractor”

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

## Subcontractor List

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

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

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

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

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

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

## Non-Collusion Declaration

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

The undersigned declares:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Option #1 – Certification**

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

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

**Option #2 – Exemption**

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

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

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



**Bid Bond**

**Recitals:**

1. \_\_\_\_\_ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Mecca Group 4 Street Improvement Project, Coahuilla Street, Date Palm Street and 4th Street, Community of Mecca, Project No. C1-0654, State Project No. - SR2SL-5956(215) in accordance with a Notice Inviting Bids from the County.
2. \_\_\_\_\_ a \_\_\_\_\_ corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

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

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

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

Signatures:

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: Attorney in Fact  
"Surety"

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

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

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

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

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

## **Contract**

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

### W I T N E S S E T H

#### **Recitals:**

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, \_\_\_\_\_, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### **Agreement:**

It is agreed by the parties as follows:

##### **1. Contract Documents**

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **May 2006** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda \_\_\_\_\_, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Liquidated Damages and Time of Completion

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

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

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

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

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

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

4. Compensation

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

**Mecca Group 4 Street Improvement Project  
Coahuilla Street, Date Palm Street and 4th Street  
Community of Mecca  
Project No. C1-0654  
State Project No. – SR2SL-5956(215)**

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 \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

**General Conditions  
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## General Conditions

### 1. Definitions and Terms

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

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

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

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

### 2. Standard Specifications

The Standard Specifications of the State of California Department of Transportation, edition of May 2006 hereafter called "Standard Specifications", are incorporated herein as modified in these General Conditions, the Special Provisions and the Plans.



The following subsections of the Standard Specifications are deleted:

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

Section 3 of the Standard Specifications is deleted.

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

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

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

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

Subsection 8-1.06, strikethrough the last paragraph.

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

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

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

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

All communications to the County by Contractor shall be via the Director of TLMA, 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 7-1.12 the following shall apply:

**A. General:**

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

Certificate Holder information is as follows:

County of Riverside  
Transportation Department  
Attn: Contracts/Bidding Unit  
3525 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

Higher limits may be required for projects with higher risk exposure, and higher limits, if required, will be included in the Special Provisions.

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 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.

For additional insured endorsement for excess liability insurance, an acceptable alternative to the policies is a letter, signed by an authorized representative of the insurance carrier, confirming in writing that the policy follows form with respect to the primary liability policy.

**D. Automobile Liability:**

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 two (2) times the occurrence limit.

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

**E. General Insurance Provisions:**

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

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

- a. Domiciled or authorized to do business in the United States and/or listed as an approved insurance carrier on the California Department of Insurance's List of Approved Surplus Line Insurers (LASLI) list,
  - b. Have an AM Best rating of not less than A: VIII (A:8), and
  - c. Insurer is authorized to transact in the type of insurance provided.
2. **Self-insured retention (SIR).** The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either:

- a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
  - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. ***Certificate, policy, endorsements and attachments.*** Contractor shall cause Contractor's insurance carrier(s) to furnish the County with:
- a. A properly executed original Certificate(s) of Insurance and certified original copies of signed endorsements effecting coverage as required herein, and
  - b. All endorsements must include a reference to the policy by type of insurance and policy number that it is endorsing, and
  - c. 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 12, "Hours of Work."

Attention is directed to the Contract item 3, "Liquidated Damages and Time of Completion".

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

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

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

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount (Public Contract Code §7105(a)), provided that the work damaged is built in accordance with

applicable building standards and the plans and specifications, then the Owner, upon certification by the Engineer, may, without prejudice to any other right of remedy, terminate the contract.

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

7. General Prevailing Wage:

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

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

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

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

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

[www.dir.ca.gov/DLSR/PWD/index.htm](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. Labor Code

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



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

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

9. Labor Nondiscrimination

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

10. Equal Employment Opportunity

A. **General**

Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract shall comply with the provisions of the California Fair Employment Practice Act (commencing with SS 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

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

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

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

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

**B. Transactions of \$10,000 or Under**

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

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

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

**D. Transactions of \$50,000 or More**

If Contractor has fifty or more employees and a Contract for \$50,000 or more, it shall develop and submit to Owner, within thirty days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties, and rates of pay.

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

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the twelve month period immediately prior to award,

or the total number of employees the Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

#### **E. Federal Assisted Construction**

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

### **11. Subcontracting**

Attention is directed to:

- Standard Specification Section 2-1.054, "Required Listing of Proposed Subcontractors",
- Standard Specification Section 8-1.01, "Subcontracting", and
- Instruction to Bidders Section 11, "Subletting, Subcontracting, and Subcontractor List".

#### **Contractor responsibility**

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

#### **Violations and remedies**

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

#### **50% Minimum work performance**

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

#### **Subcontractor compliance**

Each subcontractor must comply with the contract.

#### **Active license**

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

#### **Submittal of subcontracts**

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

Submittal of subcontractor request form

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

Debarred contractors

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

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

Termination of unsatisfactory subcontractors

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

Substitutions

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

12. Monthly Progress Estimates and Payments

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

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

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

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

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

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

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

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

#### 13. Deposit of Securities

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

#### 14. Payment Retention

Director of TLMA, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth in Section 9-1.06 of the Standard Specifications and any other referenced text, shall be five (5%).

#### 15. Payment for Extra Work (Force Account Basis)

Extra work to be paid for on a force account basis as directed by the Engineer will be paid for as set forth in Section 9-1.03 "Force Account Payment" of the Standard Specifications. The labor surcharge, equipment rental rates, and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". A copy of which is on file at the Office of the Director of TLMA and is hereby incorporated herein in its entirety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 16. Change Orders – Detail Drawings and Instructions

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

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

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

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

17. Final Payment

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

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

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

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

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

18. Assignment of Claims

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials



pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

19. Arbitrations

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

20. Claims Resolution

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

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

**1. Claims Under or equal to \$50,000**

The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses of claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

**2. Claims over \$50,000 but less than or equal to \$375,000**

The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses of claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.

- B. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meeting and confer conference within 30 days.
- C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- D. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS 20104.4 shall be followed, providing for non-binding mediation and judicial arbitration.

21. Brand or Trade Name – Substitute of Equals

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

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

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

Within 35 calendar days after award of the contract, Contractor may submit to Director of TLMA data substantiating such a request, and the difference, if any, in cost. Director of TLMA shall promptly investigate the request and make a recommendation to County as to equality. The governing body of County shall promptly determine whether the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify Director of TLMA of the determination made, who shall advise Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted.

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

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

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

- A. Showing or describing such items does not mean that it is an exhaustive and complete presentation and that as to matters shown or described that they necessarily exist.
- B. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
- C. Whenever in the plans survey markers are shown, boundaries of the site are shown or contour lines are shown, Contractor may assume that such matters are shown in accordance with acceptable standards.

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

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

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

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

23. Public Safety

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

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

**A. Excavations**

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

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

**B. Temporarily Unprotected Permanent Obstacles**

The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

**C. Storage Areas**

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

The approach end of temporary railing (Type K) installed in conformance with the provisions in this Special Provision section "Public Safety" and in Section 7-1.09, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

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

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

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

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

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

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

#### Payment

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

#### 24. Extra Work

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

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

25. Sounds Control Requirements

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

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

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

Payment

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

26. Use, Care and Protection of Premises

At his expense Contractor shall:

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

necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Director of TLMA.

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

Payment

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

27. Obstructions

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

In the event that the utility facilities mentioned within the referenced Standard Specifications and/or Special Provisions are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the County will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays" of the Standard Specifications, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications.

28. Removal of Asbestos and Hazardous Substances

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

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

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

29. Documents of Contractor

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

30. Responsibility of Contractor to Act in an Emergency

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

31. Final Inspection – Notice of Completion

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



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

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

### 32. Dust Abatement

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

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County, as Owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the Standard Specifications. The cost of all fines levied against the County will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

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

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

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

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

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the Standard Specifications.

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

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

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

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

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

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

At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the "Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

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

Payment

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

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

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**MECCA GROUP 4 STREET IMPROVEMENT PROJECT  
COAHUILLA STREET, DATE PALM STREET, AND 4<sup>TH</sup> STREET  
COMMUNITY OF MECCA**

**PROJECT NO. C1-0654  
STATE PROJECT NO. SR2SL-5956(215)**

**SPECIAL PROVISIONS**

**DESCRIPTION:**

In general, this project consists of constructing street improvements on Coahuilla Street between 5<sup>th</sup> Street and 65<sup>th</sup> Street, on 4<sup>th</sup> Street cul-de-sac east of Hammond Road, and on Date Palm Street between 5<sup>th</sup> Street and 65<sup>th</sup> Street, in the Mecca area of Riverside County. The work involves reconstructing asphalt concrete pavement, cold plane existing asphalt concrete, hot mix asphalt overlay, removing and/or constructing concrete curb, gutter and sidewalk, trimming/removing trees and shrubs, constructing concrete driveway approaches, cross-gutter, curb ramps, concrete u-drain channel, under sidewalk drains, installing/relocating roadside signs, placing thermoplastic crosswalk stripes, pavement markings and pavement markers, striping and other work as may be required.

**SPECIFICATIONS:**

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

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

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

**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.

**IRAN CONTRACTING ACT:**

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

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

**ADDITIONAL INSURANCE-HOLD HARMLESS:**

In addition to the requirements of Section 18, "Insurance – Hold Harmless" in General Condition section of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the 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. Coachella Valley Water District (CVWD), its directors, officers, elected and appointed officials, employees, agents, and representatives.
2. Imperial Irrigation District (IID), its directors, officers, elected and appointed officials, employees, agents, and representatives.
3. The State of California, its directors, officers, 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 Section 18, "Insurance – Hold Harmless" of the contract documents.

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.

**LIQUIDATED DAMAGES:**

The Contractor shall diligently prosecute the work to completion before the expiration of **30 working days** from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of **\$3,000.00 per calendar day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed within seven (7) calendar days of the removal of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road removed in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$800.00 per day**, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

**Additional Liquidated Damages for Project Appearance:**

In addition to the Liquidated damages set forth above, refer to Special Provisions section entitled "PROJECT APPEARANCE" for additional Liquidated damages.

**PARTIAL PAYMENTS RESTRICTIONS:**

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

**Base Bid Schedule A:**

Clearing and Grubbing	\$ 8,000.00
Mobilization, Demobilization and Final Clean up	\$ 29, 000.00
Develop Water Supply	\$ 5,000.00

**Base Bid Schedule B:**

Clearing and Grubbing	\$ 3,500.00
Mobilization, Demobilization and Final Clean up	\$ 14,000.00
Develop Water Supply	\$ 3,500.00

**Alternate Bid Schedule 1:**

Clearing and Grubbing	\$ 5,000.00
Mobilization, Demobilization and Final Clean up	\$ 9,800.00
Develop Water Supply	\$ 2,500.00

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

**PROJECT APPEARANCE:**

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. The Contractor shall inform all workers to be respectful of the local residents and maintain the parkways. The following shall apply:

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



When practicable, broken concrete, forms and debris developed in performance of the work, shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be covered daily and removed or disposed of weekly.

**Additional Liquidated Damages:**

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

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

**GRAFFITI REMOVAL AND CLEANING:**

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

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

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

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.

Full compensation for conformance with these Graffiti Removal and Cleaning requirements, including labor, equipment, materials, necessary traffic control, and incidentals, shall be considered as included in the lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

**DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:**

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

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

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

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

### **RECORD DRAWINGS:**

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

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

### **SURVEY STAKING:**

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

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

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

A "business day" is as defined by County Ordinance 358 (County Holidays, open and closed days, and hours of operation, etc.) and as revised by Board of Supervisor's resolution to alter days and/or hours for which a County office may be open for transaction of business.

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

### **CONSTRUCTION SCHEDULE AND COOPERATION WITH UTILITY COMPANIES:**

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

The Contractor is hereby advised to cooperate with utility companies for adjustment of water valves, water meters, manholes and other facilities to grade and for any work being performed by the utility companies. Should construction be under way by other forces or by other Contractors within or adjacent to those limits, the Contractor shall cooperate with all other Contractors or other forces to the end that any delay or hindrance to work will be avoided. The right is reserved to perform other or additional work at or the near site (including material sources) at any time, by the use of other forces. Right of way delay claims will not be permitted with respect to any utility relocation work as extra contract working days were allowed for such coordination. However, attention is directed to any utility windows that have been designated for work during construction, including, but not limited to IID street light pole relocations.

The Coachella Valley Water District will not lower their surface facilities within the paved areas for the Contractor. The Contractor is responsible to fully protect all utility facilities during the course of construction, in accordance with the Contract Documents, the Standard Specifications, and as directed by the Engineer.

## ITEMS OF WORK

### **CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:**

Contractor shall furnish and install one (1) Construction Project Funding Identification Sign (4' X 8'). The sign shall be installed on Coahuilla Street at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

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

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

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

Riverside County Transportation Department  
Albert Solarez Yard  
86-199 Airport Blvd.  
Thermal, California 92274  
Telephone (760) 399-5136-5889

#### **Payment:**

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

### **SUPPLEMENTAL PROJECT INFORMATION:**

During the advertisement period of this project, the following information is 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)

1. Soil Management Plan, Mecca Fire Station No. 40.

## **TRAFFIC CONTROL SYSTEM:**

Contractor shall prepare construction staging and traffic control plans for review and approval by the Transportation Department.

Proposed plans shall be submitted by the Contractor for review and approval by the Transportation Department at least two weeks prior to the start of construction. The construction staging and traffic control plans shall be prepared, signed and stamped by a Civil Engineer or Traffic Engineer who is registered as such in the State of California, unless otherwise specifically allowed by the Engineer. The Contractor shall revise and implement the plans as directed by the County's Engineer. Construction shall not begin until the Engineer provides Contractor with County approval of the plans.

Construction staging and traffic control plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the manual on Uniform Traffic Control Devices 2012 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Construction Engineer for review and approval prior to submission of the required plans.

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

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the 2012 California Manual of Uniform Traffic Control Devices (MUTCD), the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

**Payment:**

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including Graffiti Removal and Cleaning, and shall include furnishing, installing and maintaining all traffic control devices including portable changeable message signs, shown on the construction staging, detour and traffic control plans, shall be paid for on a lump sum basis, and no additional compensation will be allowed therefor.

## **MAINTAINING TRAFFIC:**

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

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

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

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

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

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

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

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

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



**Payment:**

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

**CONSTRUCTION AREA TRAFFIC CONTROL DEVICES:**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications and these Special Provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at: [http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The

label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/HighwaySafe.htm](http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

**Payment:**

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the lump sum price paid for the Traffic Control system, and no additional compensation will be allowed therefor.

**CLEARING AND GRUBBING:**

Clearing and grubbing shall conform to the provisions in Section 16 of the Standard Specifications, as indicated on the plans and as directed by Engineer, and as specified in Special Provisions.

**Clearing and grubbing for Base Bid Schedule A;** shall also include miscellaneous grading operations within right-of-way for drainage and matching existing grades and removal of existing bollards.

**Clearing and grubbing for Base Bid Schedule B;** shall also include miscellaneous grading operations within right-of-way for drainage and matching existing grades.

**Clearing and grubbing for Alternate Bid Schedule;** shall also include miscellaneous grading operations within right-of-way for drainage and matching existing grades.

Vegetation shall be cleared and grubbed within the Right-Of-Way, excavation and embankment slope lines, and construction easements.

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

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

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

If Contractor has to clear and grub construction site during bird nesting season then following regulatory requirement become applicable.

### **Regulatory Requirements**

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

### **Construction**

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

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

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

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

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

Penalties as used in this section, "General Migratory Bird Protection" shall include fines, penalties, and damages whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department shall inform the Contractor or the withheld amount.

**Payment:**

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

**REMOVE EXISTING (MISCELLANEOUS):**

Existing and abandoned fire station located at 4<sup>th</sup> Street may have been demolished prior to construction by other County agency. Street Improvement project will proceed for construction regardless the fire station demolition project has been completed or not.

If fire Station improvements exist at the time of construction of Street improvement plans, the Contractor shall remove and dispose of abandoned fire station improvements within right-of-way to 15 feet beyond to include but not limited to: AC pavement, PCC, PCC driveways, block wall, retaining wall, chain link fences, gates, bollards, light/flag pole including foundation as needed, planter, shrubs, tree, mail box, and turf, as indicated on the plans and/or as specified by the Engineer.

**Payment:**

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

**MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP:**

Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

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

1. Satisfactory completion of Finishing Roadway in accordance with Section 22, "Finishing Roadway" of the Standard Specifications;
2. Removal of all temporary facilities, construction office, temporary utilities, plant, equipment, temporary BMPs, 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-built), to the satisfaction of the Engineer;
5. Submission of final certified payroll documents to the Engineer;
6. Submission of property owner releases, as required by the Engineer;
7. Completion of the requirements of permits issued by other agencies;
8. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

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

**Payment:**

- A. The following schedule will be used to determine measurement of mobilization, demobilization and final cleanup and disbursement of the bid price for mobilization, demobilization and final cleanup:

Percent of Contract work Completed (\$ Expended/ \$ Total Contract Price)	Percent of Mobilization, Demobilization, and Final Cleanup Considered to be Complete (Compensated for)
10% - 50%	30%
51% - 80%	50%
Upon Demobilization and Final Cleanup	100%

- B. Payment of Mobilization, Demobilization and Final Cleanup work shall be based upon the contract bid price for "Mobilization, Demobilization and Final Cleanup." Payment shall

constitute full compensation for all labor, material, equipment, and all other items necessary and incidental for completion of this item of work. The deletion for work or the addition of extra work, as provided for herein, shall not affect the price paid for Mobilization, Demobilization and Final Cleanup.

**DEVELOP WATER SUPPLY:**

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

Attention is directed to the requirements of Section 10, "Dust Control".

**Payment:**

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

**WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION):**

This project qualifies for a Small Construction Erosivity Waiver; therefore, throughout the term of this contract, the total land disturbance area of the project site shall remain less than 5 acres at all times.

The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS617002, hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Colorado River Basin Region. This permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permit may be obtained at the office of the County of Riverside Transportation Department, 14<sup>th</sup> Street Transportation Annex, 3525 14<sup>th</sup> Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at: <http://www.swrcb.ca.gov/rwqcb7>

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

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

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

**WATER POLLUTION CONTROL MEASURES**

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval

of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.

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

C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

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

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

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

D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):

1. Erosion Control (water and wind)
2. Sediment Control
3. Tracking Control

4. Materials & Waste Management
5. Non-Stormwater Discharge Management
6. Run-on and Run-off Control

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

**General Requirements:**

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

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

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

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

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



**Payment:**

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

**STREET SWEEPING:****General:**

## Summary

This work includes street sweeping.

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

## Submittals

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

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

## Quality Control and Assurance

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

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

**Construction:**

## Street Sweepers

Sweepers must use one of these technologies:

- A. Mechanical sweeper followed by a vacuum-assisted sweeper.
- B. Vacuum-assisted dry (waterless) sweeper.
- C. Regenerative-air sweeper.

**Operation**

Street sweeping shall be conducted at:

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

Street sweeping shall be conducted, and sweeper(s) shall be available on site or within four (4) hours at any given time, for the following:

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

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

- A. Within 4 hours, if sediment or debris is observed on paved areas or paved roadways.

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

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

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

**Payment:**

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

**ROADWAY EXCAVATION:**

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

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

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

If suitable excavated material used for local fill within the project limit, the work shall be considered as part of the roadway excavation for payment purposes and no additional compensation will allowed.

**Relative Compaction:**

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

**Payment:**

The unit bid price paid per cubic yard for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved including compaction and the removal of asphalt concrete berm as directed by the Engineer and no additional compensation will be allowed therefor. No adjustment in the bid price per cubic yard for overages or underages from the stated quantity will be allowed. Sections 4-1.03B(1) and 4-1.03B(2) of the Standard Specifications do not apply for increases and decreases of pay quantity of more than 25% from the stated quantity.

**FINISHING ROADWAY:**

Finishing roadway shall conform to Section 22 of the Standard Specifications.

**Payment:**

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article shall be considered as included in the lump sum bid price paid for Mobilization, Demobilization and final cleanup , and no additional compensation will be allowed therefor.

**COLD PLANE ASPHALT CONCRETE PAVEMENT:**

The Contractor shall cold plane the asphalt concrete pavement to a depth as shown on the approved plans or as directed by the Engineer.

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

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

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

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

**Payment:**

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

**AGGREGATE BASE:**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions and shall meet the gradation requirements for 3/4 inch maximum.

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

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

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

## QUALITY REQUIREMENTS

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

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete with 100-feet measured horizontally of any culvert, watercourse, or bridge.

### **Payment:**

The contract unit bid price paid per cubic yard for Class 2 Aggregate Base shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved and complete in place and no additional compensation will be allowed therefor.

This item of work includes the placement of aggregate base as required under all AC pavement and PCC concrete constructed improvements as shown on the construction drawings.

### **HOT MIX ASPHALT:**

The asphalt concrete shall be Type "A" and shall conform to the requirements of Section 39 of the Standard Specifications and the following:

Aggregate grading shall be three-quarter inch (3/4") maximum, medium for base course and three-quarter inch (3/4") maximum, medium for the final course. One-half inch (1/2") maximum, medium for the final course shall be used if shown on the plans or as directed by the Engineer.

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

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

Footnotes to asphalt thickness table are revised as follows:

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

### Asphalts:

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

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

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

### General:

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

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

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

Grade:

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

Property	AASHTO Test Method	Specification Grade		
		PG 64-10	PG 64-16	PG 70-10
Original Binder				
Flash Point, Minimum °C	T48	230	230	230
Solubility, Minimum % <sup>b</sup>	T44	99	99	99
Viscosity at 135 °C, Maximum, Pa s	T316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C	T315	64	64	70
Minimum G <sup>*</sup> /sin(delta), kPa		1.00	1.00	1.00
RTFO Test <sup>e</sup> , Mass Loss, Maximum, %	T240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C	T315	64	64	70
Minimum G <sup>*</sup> /sin(delta), kPa		2.20	2.20	2.20
Ductility at 25 °C Minimum, cm	T51	75	75	75
PAV <sup>f</sup> Aging, Temperature, °C	R28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C	T315	31 <sup>d</sup>	28 <sup>d</sup>	34 <sup>d</sup>
Maximum G <sup>*</sup> /sin(delta), kPa		5000	5000	5000
Creep Stiffness, Test Temperature, °C	T313	0	-6	0
Maximum S-value, Mpa		300	300	300
Minimum M-value		0.300	0.300	0.300

**Notes:**

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

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

Performance Graded Polymer Modified Asphalt Binder <sup>a</sup>

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

**Notes:**

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



**Sampling:**

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

The sampling device shall include a valve:

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

The Contractor shall replace failed valves.

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

**Applying Asphalt:**

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

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

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

The grade of asphalt binder shall be 70-10 (Desert).

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

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

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

Aggregate of the 3/4 inch or 1/2 inch maximum size and aggregate for asphalt concrete base shall be separated into 3 or more sizes and each size shall be stored in separate bins. If 3 sizes are used, one bin shall contain that portion of the material which will pass the maximum size specified and be retained on a 3/8 inch sieve; one bin shall contain that

portion of the material which will pass a 3/8 inch sieve and be retained on a No. 8 sieve; and one bin shall contain that portion of the material which will pass a No. 8 sieve.

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

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

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

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

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.

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

Said work shall be performed in accordance with Section 15-2.05A, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers, including initial lowering of valves and manholes when required, shall be considered as included in the contract price paid for asphalt concrete.

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

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor

elect to use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

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

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

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

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

#### **General Criteria For Profiling:**

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

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

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

1. Pavement with a total thickness less than 0.24 foot;
2. Pavement on horizontal curves with a centerline curve radius of less than 1,000 feet and the pavement within the superelevation transition on those curves;
3. Pavement placed in a single lift when required by the Special Provisions;

4. Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-6.02, "Spreading" of the Standard Specifications;
5. Pavement for ramps and connectors with steep grades and high rates of superelevation, as determined by the Engineer;
6. Shoulders and miscellaneous areas.

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

Pavements profiled shall conform to the following Profile Index requirements:

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

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

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

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

abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

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

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

**Payment:**

Asphalt Concrete for road pavement and driveway tie-ins will be paid for at a unit price per ton as a combined item, including mineral aggregate and asphalt binder in place on the roadbed.

The contract bid price paid per ton for Hot mix Asphalt shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved including the furnishing and applying asphaltic emulsion (paint binder), matching existing pavement with 2-foot wide grinding/overlay and no additional compensation will be allowed therefor.

**COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:**

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

ITEM CODE	ITEM
390130	Hot Mix Asphalt

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

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

A. Total monthly adjustment = AQ

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

$$A = 0.90 (Iu/Ib - 1.10) Ib$$

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

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

D. Where:

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

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

I<sub>b</sub> = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

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

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

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

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

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

### **ASPHALT CONCRETE DRIVEWAY TIE-INS:**

Asphalt concrete driveway tie-ins shall conform to the County Road Improvement Standards and Specifications, Caltrans Standard Plans as specified and/or as directed by the Engineer.

The pay quantity of asphalt concrete driveway tie-ins shall be for placement, and shall be paid for as a separate item of work in addition to the price paid for the asphalt concrete material.

Asphalt binder to be mixed with the aggregate shall be in accordance with the Special Provision for Hot Mix Asphalt, or as directed by the Engineer.

#### **Payment:**

The contract unit price paid per square foot for driveway tie-ins shall include full compensation for furnishing all labor, materials (other than asphalt concrete), tools, and equipment and for doing all work involved in placing and compacting the driveway tie-ins and no additional compensation will be allowed therefor.

### **SUBGRADE ENHANCEMENT TREATMENT:**

The Contractor is hereby notified that shallow groundwater and/or yielding of the upper soils will be encountered within the project site area.

In addressing groundwater problems, including yielding or pumping of the upper soils during construction, methods of subgrade stabilization treatment and/or mitigation measures will include the following:

- a. Overexcavate the soil an additional 12 inches below the finished subgrade or as directed by the Engineer.
- b. Place the first layer of geogrid directly on the soft and yielding soil.
- c. Spread aggregate base materials in layers using a track-type dozer up to the original finished subgrade. The number of layers or lifts will depend on the operating weight of the dozer as specified herein.
- d. Place the second layer of geogrid prior to the required aggregate base and asphalt concrete layers.

Installation of the geogrid shall be in accordance with the manufacturer's recommendation except overlaps (longitudinal and transverse) shall be 36 inches. The geogrid shall be placed directly on the soft soil and on the first layer of aggregate base surface.

Contractor shall utilize small to medium track-type dozer for excavation to minimize subgrade/groundwater disturbance. Spreading of the first and second layer of aggregate base shall also be performed with the same type of equipment. The depth and lift thickness of the layers shall be based on the equipment operating weight. Small equipment shall place the material at a

minimum of 3 lifts or at the direction of the Engineer. The final lift of the first layer may require some compactive effort (static rolling) for the geogrid to be installed flat and level.

The second layer of aggregate base will require the same spreading equipment. The material will be compacted at 95% density. All compactive effort will be at static rolling (no vibration).

The asphalt layer shall be placed in lift specified in the special provisions. However, the initial breakdown shall require static rolling. Compaction in vibratory mode shall be at the direction of the Engineer.

The Contractor is encouraged to perform review of the site to evaluate conditions and the type of equipment to be used.

**Payment:**

Full compensation for Subgrade Enhancement Treatment, except as otherwise provided herein, for conforming to the requirements of this article shall be considered as included in the contract bid price for Roadway Excavation and Aggregate Base and no additional compensation will be allowed therefor.

**MECHANICALLY STABILIZED LAYER (GEOGRID):**

This work includes constructing a mechanically stabilized layer (MSL) with geogrid placed between the subgrade and pavement structure.

Biaxial and multi-axial geogrids shall be manufactured using polypropylene material. The geogrid reinforcement elements shall consist of regular network of integrally connected polymer tensile elements with aperture geometry capable of providing mechanical interlock with the surrounding soil, aggregate or other material.

Geogrids shall conform to the tables shown below. Unless otherwise shown, all values represent minimum average roll values (MARV) as defined in ASTM D4439.

**TABLE 1: BIAXIAL**

Property	Test Reference	Type <sup>1</sup>	
		S1	S2
Ultimate Tensile Strength lbs/ft (kN/m), Min.	ASTM D6637 <sup>1</sup>	1300 (19)	1975 (28.8)
Tensile Strength @ 2% strain lbs/ft (kN/m), Min.	ASTM D6637 <sup>1</sup>	450 (6.57)	600 (8.75)
Tensile Strength @ 5% strain lbs/ft (kN/m), Min.	ASTM D6637 <sup>1</sup>	920 (13.4)	1340 (19.5)
Flexural Stiffness mg-cm	ASTM D7748	250000	750000
Junction strength, lbs/ft (kN/m), Min.	ASTM D7737 <sup>1</sup>	1170 (17.1)	1778 (26)
Torsional Stiffness, cm-kg/degree	GRI:GG9 <sup>2</sup>	3.2	6.5
Ultraviolet Stability, @ 500 hrs (%)	ASTM D4355-05	70	70

1. Biaxial geogrid contains four perpendicular intersecting ribs at each junction formed into a bi-directionally stable network of open rectangular apertures. Biaxial geogrid is used as secondary reinforcement in grade separation applications. Also used for subgrade stabilization, aggregate base reduction and/or life extension in pavement or railroad applications. All property values are listed for the cross machine direction with the exception



of flexural stiffness, measured in the machine direction, and torsional stiffness which is measured at the junction.

2. Geosynthetic Research Institute, Test Method GG9, "Torsional Behavior of Bidirectional Geogrids When Subjected to In-Plane Rotation."

<b>Table 2: MULTI-AXIAL</b>				
Property	Test Reference	Type <sup>1</sup>		
		R1	R2	R3
Aperture Shape	Observation	Triangular	Triangular	Triangular
Radial Stiffness @ 0.5% Strain lbs/ft (kN/m), Min.	ASTM D6637 <sup>2</sup>	10,285 (150)	15,430 (225)	20,580 (300)
Radial stiffness Ratio, dimensionless	ASTM D6637 <sup>3</sup>	>0.60	>0.60	>0.60
Junction Strength Efficiency (%)	ASTM D7737 <sup>4</sup>	93	93	93
Ultraviolet Stability, @ 500 hrs (%)	ASTM D4355-05	70	70	70

1. Multi-axial geogrid contains six or more intersecting ribs at each junction formed into a radially stable network of open equilateral triangular apertures. Multi-axial geogrid is used for subgrade stabilization, aggregate base reduction, asphalt concrete reduction, and/or life extension in pavement or railroad applications.
2. Minimum measured radial stiffness at 0.5% strain. Radial stiffness is measured on both the rib directions and the mid-rib directions (directions that bisect the angles between ribs).
3. Ratio of the minimum to maximum MARV values of radial stiffness at 0.5% strain
4. Load transfer capability determined in accordance with ASTM D7737 and ASTM D6637 and expressed as a percentage.

**The geogrid shall be either biaxial Type S2 or multi-axial Type R3.**

The geogrid shall be installed in accordance with this specification and installation guidelines and recommendations by the manufacturer. Additionally, the Contractor shall not:

1. Stockpile material on MSL geogrid
2. Place more MSL geogrid than can be covered in 48 hours

The geogrid may be temporarily secured in place with ties, staples, pins, or backfill or as directed by the Engineer.

When underlying subgrade is firm and stable with minimum rutting, rubber-tired equipment may pass over the MSL geogrid at speeds less than 5 mph. Do not use sudden braking or sharp turning movements.

Damaged or defective geogrid shall be replaced by the Contractor at no additional cost to the County. Replacement of damaged area shall consist of replacing the affected area adding 3 ft of geogrid beyond the limits of the affected area.

**Payment:**

The contract bid price paid per square yard for Geogrid shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all the work involved and complete in place for two (2) layers of Geogrid in the area of the Asphalt Concrete roadway construction and no additional compensation will be allowed therefor. The quantity shall be measured as one double layer of Geogrid under asphalt concrete surfaces only, and does not include overlap. No adjustment in the bid price for overages or underages from the stated quantity will be allowed.

**MINOR CONCRETE:**

Minor Concrete curb, gutter, type "D" curb, cross-gutter, pavement, driveway approach/tie-in, sidewalk, under sidewalk drain, concrete u-drain channel and curb ramp shall be constructed in accordance with the County Road Improvement Standards And Specifications, as directed by the Engineer and in conformance with Section 51, 73 and 90 of Standard Specifications, except as herein modified:

The Contractor is hereby notified that the existing soils have high sulfate/chloride solution content. In order to decrease the probability of these solutions penetrating the concrete, the concrete mix shall be Class 1 with Type V Portland cement with a maximum W/C ratio of 0.4.

**Additionally, an impermeable membrane (6-mil visqueen) and 12 inches of Class II Aggregate Base shall be placed under all concrete improvements.**

Preparation of subgrade for the concrete structures shall be done in conformance with the requirements of Section 73-1.02 of the Standard Specifications.

Excess material resulting from the excavation of the subgrade shall be disposed of as elsewhere provided in these Special Specifications. Full compensation for the removal of existing concrete structures shall be included in the contract bid prices for such items.

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

Construction of curb, gutter, type "D" curb cross-gutter, pavement, driveway approach, driveway approach/tie-in, sidewalk, under sidewalk drains, concrete u-drain channel, and curb ramps shall include, but not be limited to, the following:

- 1) Removal and disposal of existing sidewalk, PCC pavement, driveway approaches/tie-in, curb, and/or curb and gutter, cross-gutter, curb ramp, etc. and existing soil and aggregate as required;
- 2) Establishing grades, and assuring that all grades are met;
- 3) Performing all grading and compaction, as directed by the Engineer and in accordance with County Standard 403;
- 4) Construction of new sidewalk (including tree cut outs as specified), curb, and/or curb and gutter, cross-gutter, PCC pavement, driveways, driveway approach/tie-in, under sidewalk drains, concrete u-drain channel, and curb ramp;
- 5) All scoring/grooving and required saw cutting;
- 6) Repair of existing asphalt and PCC surfacing;
- 7) Installing 1/2" wide expansion joints;
- 8) All landscaping, and related work, to return the area adjacent to the curb ramp to its original condition and to conform the area to the new improvements;

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

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

**Measurement:**

The quantity of Curb and/or Curb and Gutter shall be measured by linear feet and shall include the length of curb and gutter running through residential Driveway approaches and any transitions as shown on the plans and to the satisfaction of the Engineer.

The quantities for Curb and/or Curb and Gutter do not include the length of curb around curb returns, which is poured monolithically with the concrete spandrel. The pay item for Curb Ramp includes all proposed improvements as shown on County Standard No. 403 and details on the plans, including but not limited to: the entire concrete sidewalk and ramp from beginning of curb return (BCR) to end of curb return (ECR); the concrete curb; the concrete spandrel; and the Detectable Warning Surface.

**Payment:**

The contract unit bid prices will be paid: per linear foot for Curb and Curb And Gutter; per square foot for Cross-Gutter, Sidewalk, Pavement, Driveway Approach, Driveway Approach/Tie-In; per each for Under Sidewalk Drains, Concrete U-Drain Channel and Curb Ramps; and shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in the construction and complete in place including the furnishing and placing of expansion joints and tree cut-outs in the sidewalk as specified within the right of way and private property as required and as directed by the Engineer and no additional compensation will be allowed therefor.

**ADA DETECTABLE WARNING SURFACES (TRUNCATED DOMES):**

Detectable warning surfaces consisting of truncated dome panels shall be yellow in color and shall meet all requirements of ADA, the Standard Specifications and these Special Provisions.

**Payment:**

Full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all the work involved and complete in place for ADA Detectable Warning Surfaces and for conforming to the requirements of this section shall be considered as included in the contract bid price for Curb Ramps and Sidewalk and no additional compensation will be allowed therefor.

**IMPORT GRANULAR MATERIAL (DECOMPOSED GRANITE IN PALM TREE WELLS):**

Import Granular Material (Decomposed Granite in Palm Tree Wells) shall be either "Desert Gold" or "California Gold" or approved equal with 3/8" max. granite gravel minus 11% fines with stabilizer. Contractor shall wet and compact to a depth of 0.33' (minimum) in all Palm Tree planter areas designated on the plans and/or directed by the Engineer. Contractor shall submit sample to Engineer for approval prior to delivery.

**Payment:**

The contract unit bid prices paid per each for Import Granular Material (Decomposed Granite in Palm Tree Wells), shall include full compensation for furnishing all labor, equipment, materials, tools and incidentals, and for doing all work involved in the construction and complete in place where specified on the plans and as directed by the Engineer and no additional compensation will be allowed therefor.

**REMOVE EXISTING FENCE/GATE AND REPLACE WITH NEW CHAIN LINK FENCE/GATE OUTSIDE PUBLIC RIGHT-OF-WAY:**

Existing fence/gate shall be removed and replaced with new chain link fence/gate as determined by the Engineer, outside the public right-of-way as shown on the construction plans and as directed by the Engineer.

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

**Payment:**

The contract bid prices paid per linear foot for Remove Existing Fence/Gate and Replace with New Chain Link Fence/Gate shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all work involved including all driveway/pedestrian gates as shown on the plans and/or as directed by the Engineer, all reworking

and adjustments to finish grade of existing fence/gate which may include portions beyond fence/gate opening or any other method of construction and/or construction materials used to accomplish replacing fence/gate in working condition as directed by the Engineer and no additional compensation will be allowed therefor.

**CONTAMINATED SOIL MANAGEMENT and CONTAMINATED SOIL MITIGATION:**

Contractor is hereby notified that known soil contamination exists on 4th Street in front of the former Fire Station as a result of releases from a former fuel underground storage tank (UST). Soil impact has the potential to be encountered during construction activities. A Soils Management Plan (SMP) to address this potential exposure was developed for use during the construction efforts in this area. A copy of this report is available on the County's website at:

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

The proposed street improvement construction for 4th Street includes the removal of the existing road pavement and subbase to a depth of 2 to 3 feet. According to the SMP, the planned excavation within the right of way should not encounter soil impact to a maximum depth of three and one half feet (3.5 feet). It is not anticipated that special handling of soil will be required for disposal of soil resulting from the excavation. Nor is it anticipated that worker protection will be necessary due to off-gassing petroleum hydrocarbon vapors to a depth of 3.5 feet below the existing paved surface.

Contractor is hereby notified that handling impacted soil during street improvement activities requires: 1) the use of HAZWOPER trained contractors; and, 2) excavation and monitoring in compliance with South Coast Air Quality Management District (SCAQMD) Rule 1166 Permit for Contaminated Soil Mitigation Plan along with required notification to the SCAQMD.

**Contaminated Soil Mitigation:**

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

Contractor shall dispose of contaminated soil at an offsite facility that accepts hazardous waste. All contaminated stockpile shall be removed from the project site to disposal site within 2 weeks after receipt of analytical results. The Contractor shall be responsible for any additional disposal costs incurred due to excess weight caused by increase in soil moisture content after the soil is excavated. The Contractor shall protect excavated soil to prevent infiltration of water into, and erosion of soil from the stockpiles.

The contaminated soil excavated area shall be backfilled with clean soil approved by the Engineer. Placement, compaction and grading of all fill materials shall be conducted in accordance with applicable standard Specifications, these Special Provisions and as directed by Engineer.

### **Engineering Controls:**

The following engineering controls will be utilized in order to reduce the risk of human exposure to hydrocarbon-contaminated soil during remedial activities:

#### **Respiratory Protection**

During excavation and stockpiling activities, monitoring will be conducted using a handheld photoionization detector (PID). Should concentrations continuously exceed 50 ppmv, the use of respiratory protection (via a respirator or pressurized equipment cabins) shall be instituted to limit inhalation of chemicals of concern for the duration of elevated PID readings. All staff present on the project should have available properly fitted respirators for use if needed. The respirators should contain the proper filter cartages and be recently tested to ensure effectiveness. All personnel on the project should have the proper Cal-OSHA 40 hour HAZWOPPER training current to the date of the operations.

If pressurized cabs are to be used, it is necessary to maintain the necessary training listed above for work in the impacted zones. Operators should have with them at all times the necessary respirators should it be necessary to exit the equipment cabs during a time period when vapor concentrations exceed levels of concern listed above.

#### **Dust**

During excavation and stockpiling activities, an appropriate amount of water must be applied to the soil in order to suppress dust particles from becoming air-borne. Additionally, impacted soil must not be disturbed if winds exceed 13 miles per hour (mph). All stockpiled soils must be covered with heavy grade plastic sheets while water suppression is not employed, particularly during non-working hours.

### **Soil Management**

Stockpiled soil will be profiled prior to disposal to determine whether special handling or disposal of the stockpiles is warranted. Any soil that is clearly impacted based on odor, color or PID readings will be segregated and kept covered.

### **Best Management Practices**

If site development is required during rainy periods care will be taken to minimize the negative effects. Educated judgment will be used to determine the significance of the potential rainfall event and how it might affect the remedial grading activities. If a significant rainfall event is anticipated or occurs during construction operations, necessary measures must be taken to minimize erosion of stockpiles and limit soil erosion from offsite migration. A Storm Water Pollution Prevention Plan (SWPPP) is required to be prepared.

### **Site Access**

The work area where impacted soil could be encountered should be restricted to access by authorized and properly trained personnel only. The contractor and site safety officer (SSO) should be in charge of enforcing access restrictions to only designed personnel.

### **Site Safety Officer (SSO):**

The designated project superintendent chosen by the selected contractor will serve as the SSO or designate the SSO. The job of the SSO will be to monitor dust control and ensure that the Site is only accessed by authorized personnel. In the event of an emergency, the SSO will have the authority to shut down site activities and the knowledge to notify the appropriate emergency responders.

### **Emergency Planning:**

Petroleum hydrocarbons including benzene and other VOCs are flammable at high concentrations. In the event of an emergency where site activities are halted, necessary measures must be taken to ensure that contaminated soil does not leave the Site. All stockpiles must be covered when not in use.

If in the event of an emergency, the Site Safety Officer must notify the Riverside County Fire Department at 911 and the Engineer.

### **Payment:**

The contract lump sum bid price for Contaminated Soil Management shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all work involved including excavating, stockpiling and testing of **potentially contaminated soil** and no additional compensation will be allowed therefor.

The contract bid unit price per cubic yard for Contaminated Soil Mitigation shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all work involved including documentation, excavation, stockpiling, transporting and disposing of all contaminated soil at a disposal facility, and no additional compensation will be allowed therefor. No adjustment in the bid price per cubic yard for overages or underages from the stated quantity

will be allowed. Sections 4-1.03B(1) and 4-1.03B(2) of the Standard Specifications do not apply for increases and decreases of pay quantity of more than 25% from the stated quantity.

**THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING:**

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

**Payment:**

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

**PAINT TRAFFIC STRIPE (2COAT):**

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

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

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

Full compensation for painting red curb as shown on the plans shall be considered as included in the unit bid price paid per linear foot for Paint Traffic Stripe and no additional compensation will be allowed therefor.

**Payment:**

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



**ROADSIDE SIGNS (INSTALL/RELOCATE):**

Roadside signs (install/relocate) shall conform to the provisions in Section 56-2, "Roadside Signs" of the Standard Specifications, and in accordance with Standard Plans RS2 and as directed by the Engineer.

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

All Signs shall be installed on new square perforated steel tube posts in accordance with County Standard No. 1222.

Street name signs shall be relocated to newly installed Roadside Sign post for R1-1 and/or as shown on the plan.

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

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

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

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

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

The reflective material and screening inks or overlay film shall be graffiti proof. The graffiti proofing method shall be supplied by and/or approved by the sheeting manufacturer. Neither the color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover when used in a manner approved by the Transportation Department in conjunction with the sheeting manufacturer. Any signs graffitied by over the counter spray paint or marking pens, which fail to be restored, shall be replaced by the sign sheeting manufacturer.

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

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

**Payment:**

The contract unit prices paid per each for Roadside Signs-One Post, and Relocate Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete, excavation and backfill as

specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.

**REMOVE AND SALVAGE ROADSIDE SIGNS:**

Existing roadside sign and/or sign post shall be removed and salvaged as shown on the plans.

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

The Contractor shall deliver County owned signs and/or post to be salvaged to the nearest County Maintenance Yard or as directed by the Engineer.

**Payment:**

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

**PAINT RED CURB:**

Paint red curb (2 Coat) shall conform to Section 84 of the Standard Specifications and as directed by the Engineer.

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

**Payment:**

The contract price paid per linear foot for Paint Red Curb shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved and complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer

**MISCELLANEOUS DIRECTED WORK:**

Miscellaneous directed work shall consist of necessary work that is not included in other contract bid items, as determined by the Engineer. Miscellaneous directed work shall be performed as directed by the Engineer and in accordance with the applicable standards and specifications. Payment for implementing miscellaneous directed work will be paid for on a force account basis, with an allowable 15% maximum mark up for labor, equipment, and material and no other

applicable mark ups will be allowed, in accordance with Caltrans Labor Surcharge and Equipment Rental Rates, latest edition, up to the fixed bid price, for the work performed.

**Payment:**

Payment for implementing miscellaneous directed work will be paid for on a force account basis, in accordance with Section 9-1.03 of the Standard Specifications, up to the fixed bid price, for the work performed

**OBSTRUCTIONS:**

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

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

All water valves, gas valves, sewer manholes, survey monuments, survey markers and any other utility appurtenances shall be protected in place. This protection includes any valve/manhole/monument or other utility appurtenance which requires the Contractor to adjust to grade prior to and/or during roadway excavation operations in order to protect the health, safety, and welfare of the public. Full compensation for such protection shall be considered as included in the various bid items.

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.

**Due to the depth of excavation to achieve subgrade stabilization, the Contractor is advised that subsurface utilities may be near the grading plane. The Contractor shall exercise caution and use small equipment in and around existing utilities in order to protect all existing utilities. Attention is also directed to the requirements of the special provision entitled "Subgrade Enhancement Treatment".**

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