

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



641A

FROM: TLMA – Transportation Department

SUBMITTAL DATE:
March 13, 2014

SUBJECT: Approval of the Plans and Specifications for Phase 1 of the Coachella Valley Mobile Home Park Paving Project within the Communities of Mecca, Thermal, and Oasis. 4th/4th District (Clerk to Advertise). [\$2,600,000]; 100% SCAQMD AB1318 (Sentinel) Mitigation Fees Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for Phase 1 of the Coachella Valley Mobile Home Park Paving Project; 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, April 16, 2014, at which time bids will be opened.

Departmental Concurrence

JCP:jjr:rr

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 2,600,000	\$ 2,600,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: SCAQMD AB1318 (Sentinel) Mitigation Fees Fund (100%).
There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE
Steven C. Horn
BY: _____
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 18, 2014
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *48 Victor* 3/17/14
DATE

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

3-40

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

FORM 11: Approval of the Plans and Specifications for Phase 1 of the Coachella Valley Mobile Home Park Paving Project within the Communities of Mecca, Thermal, and Oasis. 4th/4th District (Clerk to Advertise). [\$2,600,000]; 100% SCAQMD AB1318 (Sentinel) Mitigation Fees Fund

DATE: March 13, 2014

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BACKGROUND:

Summary

In June 2011, the South Coast Air Quality Management District (SCAQMD) Governing Board approved the establishment of the AB 1318 Mitigation Fees Fund to finance emission reduction projects throughout the Coachella Valley. The mitigation fees are for the transfer of emission offsets from SCAQMD's internal offset accounts to CPV Sentinel LLC for the construction and operation of the CPV Sentinel Energy power plant project located in Desert Hot Springs.

On February 9, 2012, the SCAQMD Governing Board formally released Request for Proposal (RFP) #P2012-17 to announce the availability of the funds and solicit proposals for emission reduction projects in the Coachella Valley.

On June 8, 2012, in response to the SCAQMD RFP, the County of Riverside (County) submitted a proposal to pave up to 11 miles of dirt access roads within or connecting to public roads, which serve up to 40 mobile home parks in the eastern Coachella Valley. The roads consist of silt or gravel material, which generate a significant amount of fugitive dust when vehicles drive over the roads.

On January 4, 2013, the SCAQMD Governing Board approved the County's proposal, in a total amount not to exceed \$4,097,114, to pave 30 mobile home parks; and, on July 30, 2013, the execution of a contract between the SCAQMD and the County to fund this project was completed.

The County will construct the improvements in two or more phases, with the first phase starting construction in the summer of 2014. This Phase 1 project proposes to pave up to six miles of dirt access roads in 26 mobile home parks serving 2,500 residents in 360 mobile home units.

Subsequent phases of the project, including paving for the St. Anthony's Mobile Home Park community, will follow upon completion of the plans and needed clearances. Construction of the project in phases allows for work to commence on the portions environmentally cleared and ready while the County finalizes the plans for the remaining mobile home park paving work.

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

Environmental clearance is complete.

Project Number: C4-0053

Impact on Residents and Businesses

The AB 1318 grant will enable the County to implement an emission reduction project that will have a direct impact on the air quality and health of residents while aiding in regional air quality goals.

The mobile home parks consist of 491 mobile home units, mostly housing low-income minority agricultural workers. The estimated population residing in the parks is more than 3,400. A significant portion, 2,100 (60%) of the estimated population, are children under 18 who are particularly susceptible to the ill effects of dust emissions in their growth and development.

The Air Quality Benefit Assessment prepared for this project estimated that 1611 pounds of PM₁₀ will be reduced each day by implementing the proposed air quality project. Of this amount, 342 pounds are PM_{2.5}, the fine particulate matter that poses a significant health risk to residents in proximity to the unpaved roads.

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DATE: March 13, 2014

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Prevailing wind patterns also carry fugitive dust to other heavily populated areas of the Coachella Valley, affecting many more residents beyond the several thousand living in these parks.

Other benefits of this project will include the improved ability for emergency vehicles, residents, and visitors to access mobile homes, especially during severe weather when communities can find themselves isolated.

SUPPLEMENTAL:

Additional Fiscal Information

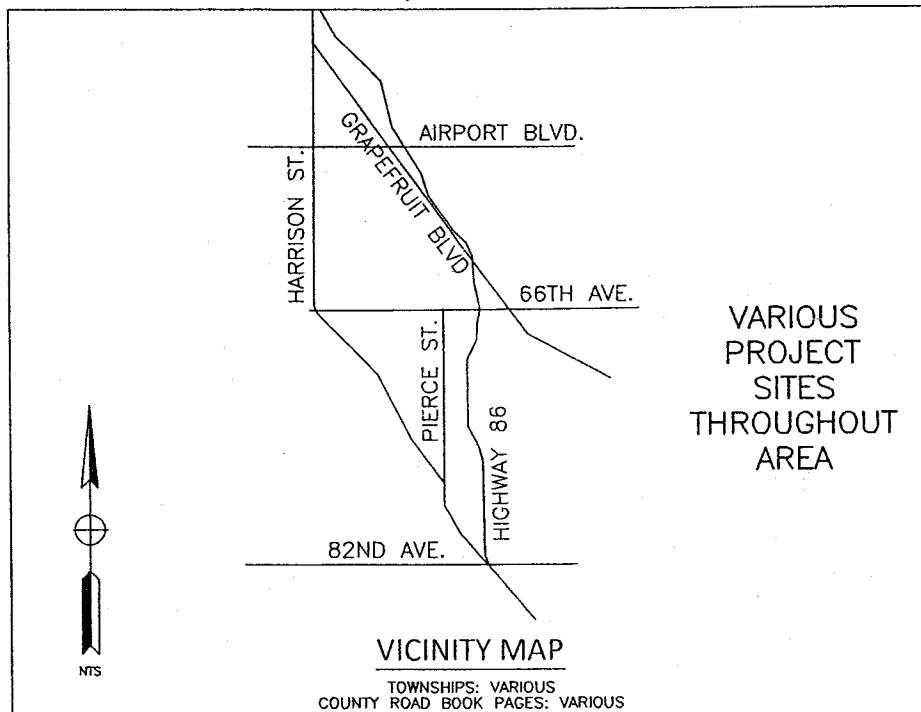
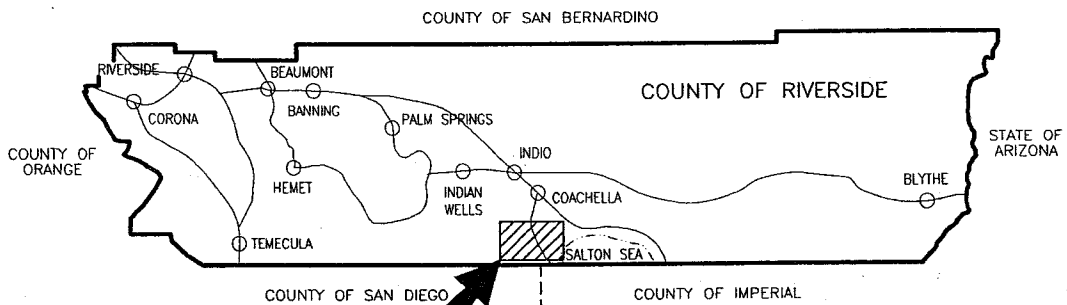
This Phase 1 construction contract is estimated to cost approximately \$2,600,000, and construction is expected to begin and end in FY 2014/2015.

Contract History and Price Reasonableness

N/A

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

**Coachella Valley Mobile Home Park Paving Project - Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442**

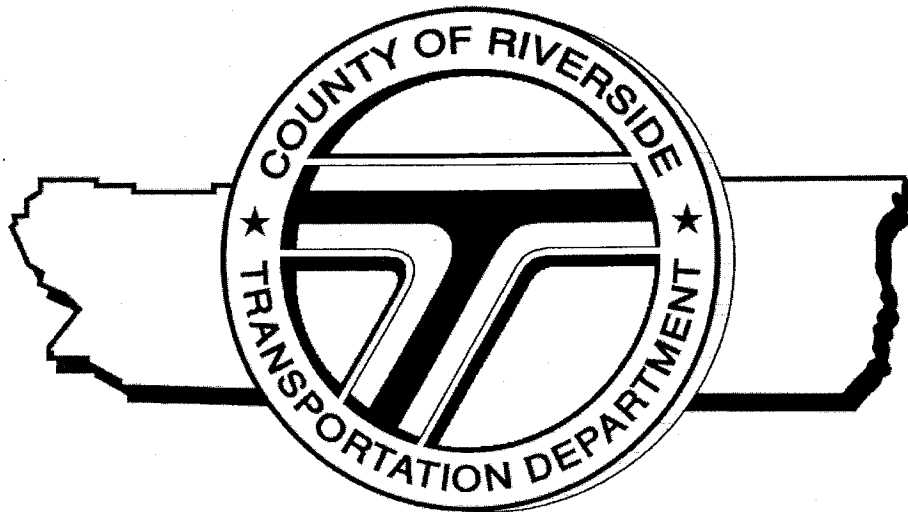


SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis

Project No. C4-0053

SCAQMD Contract No. 13442



TRANSPORTATION DEPARTMENT

Notice:

“The project was made possible by a grant from the South Coast Air Quality Management District AB 1318 Mitigation Fees Fund to reduce or mitigate emissions within Coachella Valley.”

Disclaimer:

“This report was prepared as a result of work paid for, in whole or in part, by a grant from the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein.”

General

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General

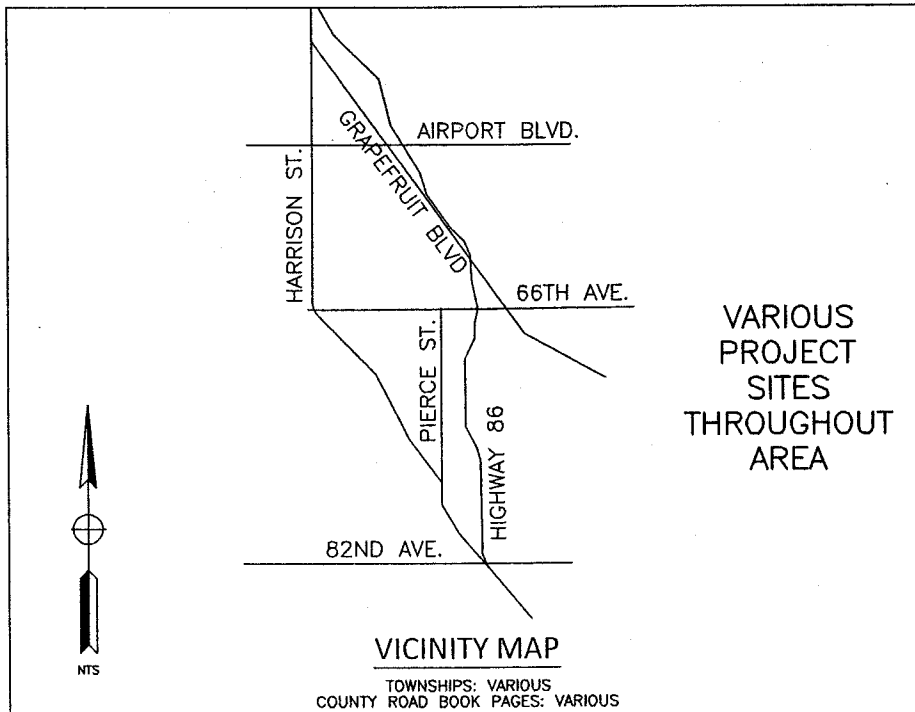
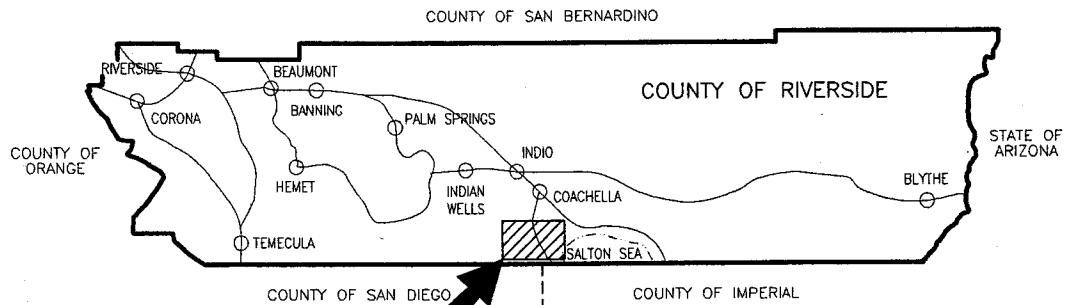
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* **Note:** See the first page of this document description for a detailed Table of Contents.

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

**Coachella Valley Mobile Home Park Paving Project - Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442**



Specifications and Contract Documents

for the construction of

Coachella Valley Mobile Home Park Paving Project – Phase 1

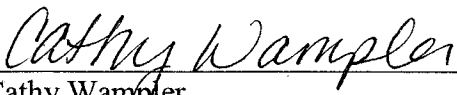
Communities of Mecca, Thermal and Oasis

Project No. C4-0053

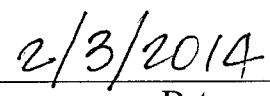
SCAQMD Contract No. 13442

Contract Approval(s)

Recommended by:

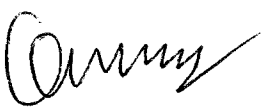


Cathy Wampler
Project Manager

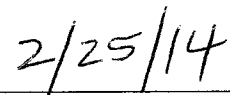


Date

Approval:



Khalid Nasim, PE
Engineering Division Manager



Date

Specifications and Contract Documents

for the construction of

Coachella Valley Mobile Home Park Paving Project – Phase 1

Communities of Mecca, Thermal and Oasis

Project No. C4-0053

SCAQMD Contract No. 13442

Engineering Certification(s)

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



Julian A. De La Torre, PE

02-25-14

Date



Specifications and Contract Documents

for the construction of

Coachella Valley Mobile Home Park Paving Project – Phase 1

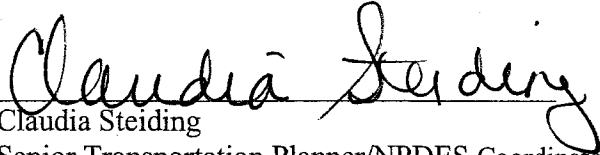
Communities of Mecca, Thermal and Oasis

Project No. C4-0053

SCAQMD Contract No. 13442

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:


Claudia Steiding
Senior Transportation Planner/NPDES Coordinator

2/26/14
Date

Notice to Bidders

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

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442

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, **April 16, 2014** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **February 2014**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$25.00** per set with 11" x 17" 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 "C-12" license at the time of bid submission.

<u>Schedule of Work</u>	<u>Engineer Estimate</u>	<u>Working Days</u>
Base Bid Schedule	\$ 1,260,000 - \$ 1,472,000	52
Alternate Bid Schedule 1	\$ 730,000 - \$ 852,000	35 (Additional if selected for award)
Alternate Bid Schedule 2	\$ 59,500 - \$ 69,500	3 (Additional if selected for award)
Alternate Bid Schedule 3	\$ 24,500 - \$ 28,500	1 (Additional if selected for award)
Alternate Bid Schedule 4	\$ 69,500 - \$ 81,000	3 (Additional if selected for award)
Alternate Bid Schedule 5	\$ 196,000 - \$ 229,000	9 (Additional if selected for award)
Alternate Bid Schedule 6	\$ 21,000 - \$ 24,000	1 (Additional if selected for award)
Alternate Bid Schedule 7	\$ 21,000 - \$ 24,000	1 (Additional if selected for award)
Alternate Bid Schedule 8	\$ 52,500 - \$ 61,000	3 (Additional if selected for award)
Alternate Bid Schedule 9	\$ 35,500 - \$ 41,500	2 (Additional if selected for award)
Alternate Bid Schedule 10	\$ 61,000 - \$ 71,500	3 (Additional if selected for award)
Alternate Bid Schedule 11	\$ 91,500 - \$ 107,000	4 (Additional if selected for award)
Alternate Bid Schedule 12	\$ 52,000 - \$ 60,500	3 (Additional if selected for award)
Alternate Bid Schedule 13	\$ 44,000 - \$ 51,000	2 (Additional if selected for award)
Alternate Bid Schedule 14	\$ 65,000 - \$ 75,500	3 (Additional if selected for award)
Alternate Bid Schedule 15	\$ 46,000 - \$ 53,500	3 (Additional if selected for award)
Alternate Bid Schedule 16	\$ 56,500 - \$ 66,000	3 (Additional if selected for award)

Bid Bond **10 %, No Bidder may withdraw their bid for a period of one hundred twenty (120) calendar days after the bid opening.**

Performance Bond 100 %

Payment Bond 100 %

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

Instructions to Bidders

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Instructions to Bidders

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

1. Inspection of Site

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

2. Bidder's Bid Form

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

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

The Bid form is bound together with the Contract.

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

3. Bid Bond

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

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

4. Non-Collusion Declaration

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

5. Iran Contracting Act, Certification or Exemption

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

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

6. Interpretation of Documents

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

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

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

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

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

7. Quantities

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

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

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

The quantities mentioned in Standard Specifications Section 2-1.02, "Approximate Estimate" will be found in the Bid form.

8. Addenda

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

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

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

9. License

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

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

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

10. Contract Participation

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

11. Subletting, Subcontracting, and Subcontractor List

General

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

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

Subcontractor List

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

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

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

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

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

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

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

Penalties

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

Clerical error

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

12. Hours of Work

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

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

13. Alternate Bid Schedules

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

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

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

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

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

The County reserves the right to reject all bids received.

14. Bids

No Bidder may withdraw their bid for a period of one hundred twenty (120) 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. 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 **Coachella Valley Mobile Home Park Paving Project – Phase 1, Communities of Mecca, Thermal and Oasis, Project No. C4-0053, SCAQMD Contract No. 13442** 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.

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - LOCATION # 7, 11, 12, 15, 17, 18, 19, 20, 21, 27, 29, 30, 31, 14C, 41A						WORKING DAYS = 52
1	999990	MOBILIZATION	LS	1		
2	170101	DEVELOP WATER SUPPLY	LS	1		
3	066102	DUST ABATEMENT	LS	1		
4	074020	WATER POLLUTION CONTROL	LS	1		
5	120100	TRAFFIC CONTROL SYSTEM	LS	1		
6	160101	CLEARING AND GRUBBING	LS	1		
7	190101(F)	ROADWAY PREPARATION	CY	2,060		
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	19,030		
9	390130	HOT MIX ASPHALT	TON	5,720		
10	394001	ASPHALT CONCRETE DIKE [RIV CO STD 212 - 6 INCH]	LF	210		
11	260201	CLASS 2 AGGREGATE BASE	CY	7,390		
12	198200	SUBGRADE ENHANCEMENT FABRIC [GEOGRID 1-LAYER]	SQYD	3,550		
13	152390	RELOCATE ROADSIDE SIGN & REPLACE POST	EA	1		
14	839523	BARRIER POST (BOLLARD)	EA	3		
15	000003	4" WELDED STEEL EPOXY LINED AND COATED PIPE	LF	50		
16	000003	10" WELDED STEEL EPOXY LINED AND COATED PIPE	LF	50		
17	000003	18" WELDED STEEL EPOXY LINED AND COATED PIPE	LF	50		
18	641104	15" PLASTIC PIPE [HDPE]	LF	50		
19	641113	24" PLASTIC PIPE [HDPE]	LF	50		
20	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	\$394,382.00	\$394,382.00

BASE BID SCHEDULE

SUBTOTAL: _____ \$ _____
 ITEMS 1-20 "WORDS" _____

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 1 - LOCATION # 2, 3, 4, 5, 6, 8, 9, 13, 22						WORKING DAYS = 35
21	999990	MOBILIZATION	LS	1		
22	170101	DEVELOP WATER SUPPLY	LS	1		
23	066102	DUST ABATEMENT	LS	1		
24	074020	WATER POLLUTION CONTROL	LS	1		
25	120100	TRAFFIC CONTROL SYSTEM	LS	1		
26	160101	CLEARING AND GRUBBING	LS	1		
27	190101(F)	ROADWAY PREPARATION	CY	1,780		
28	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	18,180		
29	390130	HOT MIX ASPHALT	TON	5,020		
30	394001	ASPHALT CONCRETE DIKE [RIV CO STD 212 - 6 INCH]	LF	620		
31	260201	CLASS 2 AGGREGATE BASE	CY	6,350		
32	731507	MINOR CONCRETE (GUTTER DEPRESSION) [V-DITCH]	CY	5		
33	566011	ROADSIDE SIGN - ONE POST ["ONE WAY" SIGNS]	EA	6		
34	152390	RELOCATE ROADSIDE SIGN & REPLACE POST	EA	1		
35	839523	BARRIER POST (BOLLARD)	EA	3		
36	000003	4" WELDED STEEL EPOXY LINED AND COATED PIPE	LF	260		

ALTERNATE BID SCHEDULE 1

SUBTOTAL: _____ \$ _____
 ITEMS 21-36 "WORDS"

ALT BID SCHEDULE 2 - LOCATION # 10

WORKING DAYS = 3

37	999990	MOBILIZATION	LS	1		
38	170101	DEVELOP WATER SUPPLY	LS	1		
39	066102	DUST ABATEMENT	LS	1		
40	074020	WATER POLLUTION CONTROL	LS	1		
41	120100	TRAFFIC CONTROL SYSTEM	LS	1		
42	160101	CLEARING AND GRUBBING	LS	1		
43	190101(F)	ROADWAY PREPARATION	CY	150		
44	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	1,910		
45	390130	HOT MIX ASPHALT	TON	410		
46	394001	ASPHALT CONCRETE DIKE [RIV CO STD 212 - 6 INCH]	LF	220		
47	260201	CLASS 2 AGGREGATE BASE	CY	500		

ALTERNATE BID SCHEDULE 2

SUBTOTAL: _____ \$ _____
 ITEMS 37-47 "WORDS"

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 3 - LOCATION #16						WORKING DAYS = 1
48	999990	MOBILIZATION	LS	1		
49	170101	DEVELOP WATER SUPPLY	LS	1		
50	066102	DUST ABATEMENT	LS	1		
51	074020	WATER POLLUTION CONTROL	LS	1		
52	120100	TRAFFIC CONTROL SYSTEM	LS	1		
53	160101	CLEARING AND GRUBBING	LS	1		
54	190101(F)	ROADWAY PREPARATION	CY	60		
55	390130	HOT MIX ASPHALT	TON	160		
56	260201	CLASS 2 AGGREGATE BASE	CY	260		

ALTERNATE BID SCHEDULE 3

SUBTOTAL: _____ \$ _____
 ITEMS 48-56 "WORDS"

ALT BID SCHEDULE 4 - LOCATION #14						WORKING DAYS = 3
57	999990	MOBILIZATION	LS	1		
58	170101	DEVELOP WATER SUPPLY	LS	1		
59	066102	DUST ABATEMENT	LS	1		
60	074020	WATER POLLUTION CONTROL	LS	1		
61	120100	TRAFFIC CONTROL SYSTEM	LS	1		
62	160101	CLEARING AND GRUBBING	LS	1		
63	190101(F)	ROADWAY PREPARATION	CY	170		
64	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	3,030		
65	390130	HOT MIX ASPHALT	TON	440		
66	260201	CLASS 2 AGGREGATE BASE	CY	700		

ALTERNATE BID SCHEDULE 4

SUBTOTAL: _____ \$ _____
 ITEMS 57-66 "WORDS"

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
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PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 5 - LOCATION # 14A, 14B						WORKING DAYS = 9
67	999990	MOBILIZATION	LS	1		
68	170101	DEVELOP WATER SUPPLY	LS	1		
69	066102	DUST ABATEMENT	LS	1		
70	074020	WATER POLLUTION CONTROL	LS	1		
71	120100	TRAFFIC CONTROL SYSTEM	LS	1		
72	160101	CLEARING AND GRUBBING	LS	1		
73	190101(F)	ROADWAY PREPARATION	CY	420		
74	390130	HOT MIX ASPHALT	TON	1,500		
75	260201	CLASS 2 AGGREGATE BASE	CY	1,700		

ALTERNATE BID SCHEDULE 5

SUBTOTAL: _____ \$ _____
 ITEMS 67-75 "WORDS"

ALT BID SCHEDULE 6 - LOCATION # 19A						WORKING DAYS = 1
76	999990	MOBILIZATION	LS	1		
77	170101	DEVELOP WATER SUPPLY	LS	1		
78	066102	DUST ABATEMENT	LS	1		
79	074020	WATER POLLUTION CONTROL	LS	1		
80	120100	TRAFFIC CONTROL SYSTEM	LS	1		
81	160101	CLEARING AND GRUBBING	LS	1		
82	190101(F)	ROADWAY PREPARATION	CY	50		
83	390130	HOT MIX ASPHALT	TON	150		
84	260201	CLASS 2 AGGREGATE BASE	CY	180		

ALTERNATE BID SCHEDULE 6

SUBTOTAL: _____ \$ _____
 ITEMS 76-84 "WORDS"

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
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PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 7 - LOCATION # 19B						WORKING DAYS = 1
85	999990	MOBILIZATION	LS	1		
86	170101	DEVELOP WATER SUPPLY	LS	1		
87	066102	DUST ABATEMENT	LS	1		
88	074020	WATER POLLUTION CONTROL	LS	1		
89	120100	TRAFFIC CONTROL SYSTEM	LS	1		
90	160101	CLEARING AND GRUBBING	LS	1		
91	190101(F)	ROADWAY PREPARATION	CY	50		
92	390130	HOT MIX ASPHALT	TON	150		
93	260201	CLASS 2 AGGREGATE BASE	CY	180		

ALTERNATE BID SCHEDULE 7

SUBTOTAL: _____ \$ _____
 ITEMS 85-93 "WORDS"

ALT BID SCHEDULE 8 - LOCATION #26						WORKING DAYS = 3
94	999990	MOBILIZATION	LS	1		
95	170101	DEVELOP WATER SUPPLY	LS	1		
96	066102	DUST ABATEMENT	LS	1		
97	074020	WATER POLLUTION CONTROL	LS	1		
98	120100	TRAFFIC CONTROL SYSTEM	LS	1		
99	160101	CLEARING AND GRUBBING	LS	1		
100	190101(F)	ROADWAY PREPARATION	CY	110		
101	390130	HOT MIX ASPHALT	TON	300		
102	260201	CLASS 2 AGGREGATE BASE	CY	400		
103	198200	SUBGRADE ENHANCEMENT FABRIC [GEOGRID 1-LAYER]	SQYD	1,540		

ALTERNATE BID SCHEDULE 8

SUBTOTAL: _____ \$ _____
 ITEMS 94-103 "WORDS"

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
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SCAQMD Contract No. 13442

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALT BID SCHEDULE 9 - LOCATION # 36 **WORKING DAYS = 2**

104	999990	MOBILIZATION	LS	1		
105	170101	DEVELOP WATER SUPPLY	LS	1		
106	066102	DUST ABATEMENT	LS	1		
107	074020	WATER POLLUTION CONTROL	LS	1		
108	120100	TRAFFIC CONTROL SYSTEM	LS	1		
109	160101	CLEARING AND GRUBBING	LS	1		
110	190101(F)	ROADWAY PREPARATION	CY	80		
111	390130	HOT MIX ASPHALT	TON	220		
112	394001	ASPHALT CONCRETE DIKE [RIV CO STD 212 - 6 INCH]	LF	40		
113	260201	CLASS 2 AGGREGATE BASE	CY	340		
114	000003	4" WELDED STEEL EPOXY LINED AND COATED PIPE	LF	110		

ALTERNATE BID SCHEDULE 9

SUBTOTAL: _____ \$ _____
 ITEMS 104-114 "WORDS"

ALT BID SCHEDULE 10 - LOCATION # 38 **WORKING DAYS = 3**

115	999990	MOBILIZATION	LS	1		
116	170101	DEVELOP WATER SUPPLY	LS	1		
117	066102	DUST ABATEMENT	LS	1		
118	074020	WATER POLLUTION CONTROL	LS	1		
119	120100	TRAFFIC CONTROL SYSTEM	LS	1		
120	160101	CLEARING AND GRUBBING	LS	1		
121	190101(F)	ROADWAY PREPARATION	CY	170		
122	390130	HOT MIX ASPHALT	TON	450		
123	260201	CLASS 2 AGGREGATE BASE	CY	540		

ALTERNATE BID SCHEDULE 10

SUBTOTAL: _____ \$ _____
 ITEMS 115-123 "WORDS"

Coachella Valley Mobile Home Park Paving Project – Phase 1
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PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 11 - LOCATION # 33, 33A, 33B						WORKING DAYS = 4
124	999990	MOBILIZATION	LS	1		
125	170101	DEVELOP WATER SUPPLY	LS	1		
126	066102	DUST ABATEMENT	LS	1		
127	074020	WATER POLLUTION CONTROL	LS	1		
128	120100	TRAFFIC CONTROL SYSTEM	LS	1		
129	160101	CLEARING AND GRUBBING	LS	1		
130	190101(F)	ROADWAY PREPARATION	CY	230		
131	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	4,230		
132	390130	HOT MIX ASPHALT	TON	640		
133	260201	CLASS 2 AGGREGATE BASE	CY	770		

ALTERNATE BID SCHEDULE 11

SUBTOTAL: _____ \$ _____
 ITEMS 124-133 "WORDS"

ALT BID SCHEDULE 12 - LOCATION #34						WORKING DAYS = 3
134	999990	MOBILIZATION	LS	1		
135	170101	DEVELOP WATER SUPPLY	LS	1		
136	066102	DUST ABATEMENT	LS	1		
137	074020	WATER POLLUTION CONTROL	LS	1		
138	120100	TRAFFIC CONTROL SYSTEM	LS	1		
139	160101	CLEARING AND GRUBBING	LS	1		
140	190101(F)	ROADWAY PREPARATION	CY	140		
141	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	610		
142	390130	HOT MIX ASPHALT	TON	370		
143	260201	CLASS 2 AGGREGATE BASE	CY	460		

ALTERNATE BID SCHEDULE 12

SUBTOTAL: _____ \$ _____
 ITEMS 134-143 "WORDS"

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
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PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 13 - LOCATION #41						WORKING DAYS = 2
144	999990	MOBILIZATION	LS	1		
145	170101	DEVELOP WATER SUPPLY	LS	1		
146	066102	DUST ABATEMENT	LS	1		
147	074020	WATER POLLUTION CONTROL	LS	1		
148	120100	TRAFFIC CONTROL SYSTEM	LS	1		
149	160101	CLEARING AND GRUBBING	LS	1		
150	190101(F)	ROADWAY PREPARATION	CY	80		
151	390130	HOT MIX ASPHALT	TON	300		
152	260201	CLASS 2 AGGREGATE BASE	CY	470		

ALTERNATE BID SCHEDULE 13

SUBTOTAL: _____ \$ _____
 ITEMS 144-152 "WORDS"

ALT BID SCHEDULE 14 - LOCATION # 37						WORKING DAYS = 3
153	999990	MOBILIZATION	LS	1		
154	170101	DEVELOP WATER SUPPLY	LS	1		
155	066102	DUST ABATEMENT	LS	1		
156	074020	WATER POLLUTION CONTROL	LS	1		
157	120100	TRAFFIC CONTROL SYSTEM	LS	1		
158	160101	CLEARING AND GRUBBING	LS	1		
159	190101(F)	ROADWAY PREPARATION	CY	180		
160	390130	HOT MIX ASPHALT	TON	480		
161	260201	CLASS 2 AGGREGATE BASE	CY	560		

ALTERNATE BID SCHEDULE 14

SUBTOTAL: _____ \$ _____
 ITEMS 153-161 "WORDS"

**Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALT BID SCHEDULE 15 - LOCATION # 32						WORKING DAYS = 3
162	999990	MOBILIZATION	LS	1		
163	170101	DEVELOP WATER SUPPLY	LS	1		
164	066102	DUST ABATEMENT	LS	1		
165	074020	WATER POLLUTION CONTROL	LS	1		
166	120100	TRAFFIC CONTROL SYSTEM	LS	1		
167	160101	CLEARING AND GRUBBING	LS	1		
168	190101(F)	ROADWAY PREPARATION	CY	100		
169	390130	HOT MIX ASPHALT	TON	340		
170	260201	CLASS 2 AGGREGATE BASE	CY	420		

ALTERNATE BID SCHEDULE 15

SUBTOTAL: _____ \$ _____
ITEMS 162-170 "WORDS"

ALT BID SCHEDULE 16 - LOCATION #35						WORKING DAYS = 3
171	999990	MOBILIZATION	LS	1		
172	170101	DEVELOP WATER SUPPLY	LS	1		
173	066102	DUST ABATEMENT	LS	1		
174	074020	WATER POLLUTION CONTROL	LS	1		
175	120100	TRAFFIC CONTROL SYSTEM	LS	1		
176	160101	CLEARING AND GRUBBING	LS	1		
177	190101(F)	ROADWAY PREPARATION	CY	130		
178	390130	HOT MIX ASPHALT	TON	430		
179	260201	CLASS 2 AGGREGATE BASE	CY	500		

ALTERNATE BID SCHEDULE 16

SUBTOTAL: _____ \$ _____
ITEMS 171-179 "WORDS"

PROJECT TOTAL (BASE BID SCHEDULE THROUGH ALTERNATE BID SCHEDULE 16):

_____ \$ _____
ITEMS 1-179 "WORDS"

Bidder Data and Signature

Name of Bidder: _____

Type of organization: _____

Person(s) authorized to sign for Bidder: _____

Note:

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

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

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

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

Business City, State, Zip Code: _____

P.O. Box- Number: _____

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

Phone: (_____) _____

Facsimile: (_____) _____

E-mail: _____

Contractor's license number: _____

License Classification(s): _____

Expiration date: _____

Bidder Data and Signature (continued)

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

**Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442**

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.

Name of Bidder (Prime/General Contractor): _____

	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 prime/general 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 **Coachella Valley Mobile Home Park Paving Project – Phase 1, Communities of Mecca, Thermal and Oasis, Project No. C4-0053, SCAQMD Contract No. 13442** in accordance with a Notice Inviting Bids from the County.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: _____

Signatures:

By: _____ By: _____

Title: Attorney in Fact Title: _____
"Surety" "Contractor"

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

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

WITNESS my hand and official seal.

Signature of Notary Public Notary Public (Seal)

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

Riverside County Contract No. _____

Contract

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

WITNESSETH

Recitals:

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

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

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

2. The Work

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

3. Liquidated Damages and Time of Completion

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

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

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

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

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

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

4. Compensation

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

Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis
Project No. C4-0053
SCAQMD Contract No. 13442

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY: _____

BY: _____

Chairman, Board of Supervisors

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: _____

TITLE: _____

Deputy

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

License No. _____

Federal Employer Identification Number:

BY _____

"County"

"Corporation"
(Seal)

Performance Bond

Recitals:

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

Agreement:

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

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

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

General Conditions
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General Conditions

1. Definitions and Terms

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

- A. "Department", "Department of Transportation", "State", and "State of California" means the County of Riverside.
- B. "Engineer", "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 Friday, excepting therefrom when County is closed for holidays as set forth in County Ordinance 358, Section 1, items c. through q.
- "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 14th Street
Riverside, CA 92501

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

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

B. Workers Compensation:

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

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

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

C. Commercial General Liability:

Commercial General Liability insurance coverage includes but not limited to:

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

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

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

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 14th Street
Riverside, CA 92501

F. Hold Harmless/Indemnification:

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

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

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

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

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not

relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

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

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

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

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

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

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

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 Contact by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes

Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor and his subcontractors shall comply with the provisions of SS 1777.5 of the Labor Code regarding apprentices.

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

9. Labor Nondiscrimination

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

10. Equal Employment Opportunity

A. General

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

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

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

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

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

B. Transactions of \$10,000 or Under

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

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

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

D. Transactions of \$50,000 or More

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

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

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

E. Federal Assisted Construction

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

11. Subcontracting

Attention is directed to:

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

Contractor responsibility

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

Violations and remedies

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

50% Minimum work performance

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

Subcontractor compliance

Each subcontractor must comply with the contract.

Active license

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

Submittal of subcontracts

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

Submittal of subcontractor request form

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

Debarred contractors

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

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

Termination of unsatisfactory subcontractors

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

Substitutions

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

12. Monthly Progress Estimates and Payments

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

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

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

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

Any progress pay estimate which is undisputed and remains unpaid for thirty (30) calendar days, after the "receipt of payment request date" shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without

incurring interest pursuant to this Section shall be reduced by the number of days by which the County exceeds the seven-day submittal requirement set forth in the paragraph above.

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

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

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

13. Deposit of Securities

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

14. Payment Retention

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

15. Payment for Extra Work (Force Account Basis)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Change Orders – Detail Drawings and Instructions

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

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

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

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

17. Final Payment

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

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

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

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

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

18. Assignment of Claims

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

19. Arbitrations

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

20. Claims Resolution

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

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

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

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

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

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

B. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period, the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and

confer for settlement. Upon such demand, the Owner shall schedule a meeting and confer conference within 30 days.

- C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code SS 900 et seq. and Government Code SS 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- D. If a civil action is filed to resolve any claim, the provisions of Public Contract Code SS 20104.4 shall be followed, providing for non-binding mediation and judicial arbitration.

21. Brand or Trade Name – Substitute of Equals

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

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

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

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

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

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

Elsewhere in the Contract Documents reference may be made graphically, descriptively, or both, to the existence or possible existence of other improvements affecting the site and the

prosecution of the work such as surface and subsurface utilities, drainage ditches and courses, buildings, fencing, retaining walls, roadways, curbs, trees, shrubs, and similar matters. Such matters are included to be used by Contractor to the extent he deems appropriate. However, it is expressly understood and agreed:

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

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

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

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

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

23. Public Safety

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

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

A. Excavations

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

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

B. Temporarily Unprotected Permanent Obstacles

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

C. Storage Areas

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

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

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

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

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

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

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

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

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

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

Payment

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

24. Extra Work

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

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

25. Sounds Control Requirements

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

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

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

Payment

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

26. Use, Care and Protection of Premises

At his expense Contractor shall:

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

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

Payment

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

27. Obstructions

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

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

28. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor

reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

29. Documents of Contractor

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

30. Responsibility of Contractor to Act in an Emergency

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

31. Final Inspection – Notice of Completion

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

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

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

32. Dust Abatement

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

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

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

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

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

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

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

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

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

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

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the 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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Coachella Valley Mobile Home Park Paving Project – Phase 1
Communities of Mecca, Thermal and Oasis

Project No. C4-0053
SCAQMD Contract No. 13442

SPECIAL PROVISIONS

DESCRIPTION:

In general, this project proposes to construct asphalt concrete access driveways at various mobile home parks located within the communities of Mecca, Thermal and Oasis in the Coachella Valley. The work includes grading existing dirt driveways, placing hot mix asphalt over aggregate base over existing dirt surface, and other work as may be required.

SPECIFICATIONS AND PLANS:

This project shall conform to the requirements of the May 2006 edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation and the Greenbook-2009 edition.

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

LIQUIDATED DAMAGES:

The Contractor shall diligently prosecute the work to completion before the expiration of the allowed number of working days beginning from the date stated in the "Notice to Proceed". The number of working days associated with each base bid and alternate bid schedule is stated on the Bid Proposal. The Contractor shall pay to the County of Riverside the sum of **\$4,100.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed on the Bid Proposal.

ADDITIONAL INSURANCE-HOLD HARMLESS:

In addition to the requirements of Section 4, "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. The South Coast Air Quality Management District (SCAQMD), 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 4, "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.

PARTIAL PAYMENT RESTRICTIONS:

Attention is direct to Section 9 1.06, "Partial Pavements," and 9 1.07, "Payment After Acceptance," of the Stand Specifications and these special provisions.

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

A. Mobilization	\$43,700
B. Clearing and Grubbing	\$12,350
C. Develop Water Supply	\$31,000

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

PROJECT APPEARANCE:

The Contractor shall maintain a neat appearance to the work.

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

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

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved 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.

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.

COOPERATION:

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

The Contractor is advised to coordinate construction activities with mobile home park owners and residents when working in front or adjacent to their homes.

Should construction be under way by other forces or by other Contractors within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end

in order to avoid any delay or hindrance of work. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

UTILITIES REQUIREMENTS:

Additional Requirements Pertaining to Utilities:

Attention is directed to the potential for shallow utilities and non-standard utility installations to be encountered during construction. The following shall be considered guidelines, and the Contractor shall comply with the direction of the Engineer:

1. Contractor shall pothole and determine the exact location of main and service utility facilities, sufficient to protect those facilities, prior to performing any excavation or compaction.
2. Every attempt has been made to visually confirm any and all existing underground public utilities and include them in the exhibits. The Contractor is responsible to verify all utilities prior to the commencement of work. This includes any utilities shown or not shown on the exhibits.
3. Shallow utilities shall be protected in-place. Contractor shall obtain approval from the Engineer to implement any protection methodology that will require a work method that differs from the plans and special provisions.
4. Shallow utilities that the Contractor does not believe can be protected in-place shall be brought to the attention of the Engineer. Resolution of the matter shall be decided after the Engineer obtains recommendation from the serving utility, design engineer, or other professional as may be appropriate.
5. The Contractor shall be responsible for any and all damage to utility main line and service facilities, including both customer and utility company owned facilities.
 - a. In the event of any damage of any utility company owned facilities, the contractor shall notify the utility owner immediately after the damage was incurred.
 - b. The Contractor shall pay any billings received from utility owners immediately upon demand. The County of Riverside reserves the right to withhold progress payments until utility owner's damage claims have been settled.
 - c. In the event of damage of any customer owned services, the Contractor shall immediately repair the damaged facilities to industry standards, and shall restore full service within 24 hours. In the event of any utility outage to the customer, including and especially water, sewage, propane or natural gas, telephone and electric services, the contractor shall arrange for temporary service to the customer if such service is not restored within 5 hours from the time of damage.
6. In the event that the Contractor encounters any substandard or illegal utility related installation that must be corrected in order for the Contractor to complete the contracted

work, the Contractor shall bring the matter to the attention of the Engineer. The Engineer shall initiate the necessary research, actions and directions necessary.

7. It is anticipated that no surface facilities are in conflict with the project improvements, with the exception of protective bollards for which there is a contract bid item. In the event that a surface facility is encountered that the Contractor believes to be a physical conflict with the project improvements, the Contractor shall bring the matter to the attention of the Engineer.
8. In the event that the Contractor encounters any aerial utility cables that impact the contract work, the contractor shall conduct the work in a manner so as to protect the facilities in-place.
Attention is directed to the possibility of energized electrical conductors, and no physical contact should be made with electric facilities without the approval of the serving electric company (Imperial Irrigation District.)
9. Attention is directed to the presence of irrigation and drain pipes within the project limits. Irrigation pipes are typically within United States Bureau of Reclamation easements, and are maintained by the Coachella Valley Water District (CVWD.) Irrigation pipes, where known, are identified on the project plans.
 - a. Contractor shall pothole and expose irrigation pipes before performing any excavation or compaction work in the vicinity of the pipes.
 - b. In the event of damage to any irrigation pipes, the Contractor shall immediately contact CVWD, and repair the pipes in accordance with CVWD standards.

Method of Payment:

All utility protection, identification, coordination, and potholing work shall be considered as included in the various items of work, and no additional compensation shall be considered therefore. The Contractor shall inform the Engineer if the Contractor believes that any work that is required under this section constitutes extra work.

ITEMS OF WORK

ORDER OF WORK:

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

Attention is directed to "Clearing and Grubbing" of these Special Provisions regarding private improvements within the project area. The Contractor shall coordinate directly with the property owners and residents to minimize the disturbance to the private improvements including fencing, walls, landscaping and decorative features.

Residential access

Attention is directed to "Public Convenience" of these Special Provisions regarding access to the homes within the vicinity of the construction. For homes directly adjacent to the construction area, the Contractor shall coordinate with the mobile home park owners and residents to provide access to the properties.

Public Awareness Program

Attention is directed to "Public Convenience" of these Special Provisions regarding the Public Awareness Program and responding to communications with the public. The Contractor shall coordinate with the Engineer on project signage, responding to comments and complaints from the public and other public awareness requests as needed.

Roadway Grades

The Contractor shall establish lines and grades for each mobile home park driveway or access road. The Contractor shall not proceed to the next stage of construction without prior approval of the lines and grades from the Engineer.

Mail Delivery

Contractor shall notify the local Post Master at least 15 working days in advance of the start of construction. Contractor shall coordinate with the Post Master the method of mail delivery after construction begins. If mail delivery will be disrupted, rescheduled or held by the local post office, Contractor shall notify all affected residences at least 5 days in advance of the start of construction, in writing, disclosing any changes in delivery of the mail. The notice to residents shall be approved by the Engineer in advance of distribution.

DUST ABATEMENT:

For dust abatement requirements and payment refer to Section 32, "Dust Abatement" of the General Conditions on pages GC27 through GC29 in this book. In addition, the Contractor shall comply with the AQMD Recommendations found in Appendix A.

WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION):

Throughout the term of this contract, the total land disturbance area of the project site is less than 1 acre. 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, 14th Street Transportation Annex, 3525 14th Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at: <http://www.swrcb.ca.gov/rwqcb7>

The Contractor shall comply with the requirements of 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) 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.

Method of Payment:

Payment for Water Pollution Control shall be on a lump sum basis and shall include full compensation for the work performed, including, developing, preparing, revising, obtaining approval of, and amending the WPCP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, 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.

Method of 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.

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 Construction 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 Manual on Uniform Traffic Control Devices 2012 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, the Section of these contract documents entitled "Insurance - Hold Harmless", and these Special Provisions.

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

No detours will be allowed, 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.

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.

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. The letter shall be written and distributed in both English and Spanish. 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.

Method of Payment:

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices shown on the construction staging and traffic control plans, including construction area signs, channelizers, portable changeable message signs, temporary pavement markers, temporary traffic stripes,

preparation and distribution of information letter, shall be considered as included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

MAINTAINING TRAFFIC:

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

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

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

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 within the private mobile home park properties, nor on the traveled way or shoulders including sections closed to public traffic.

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

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

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

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

Method of Payment:

Full compensation for furnishing, erecting, maintaining, removing and disposing of the C43 (CA), W20-1, W21-5b and C24 (CA) signs shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

DEVELOP WATER SUPPLY:

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

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

Method of Payment:

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

MOBILIZATION:

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

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 sites 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 sites.

Method of Payment:

Full compensation for Mobilization, 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.

CLEARING AND GRUBBING:

Clearing and grubbing, including but not limited to removing weeds, grasses, shrubs, roots, and existing bollards as directed by the Engineer, shall conform to the provisions in Section 16 of the Standard Specifications.

The removal and trimming of trees (as well as large bushes, stumps and roots) shall be the responsibility of the mobile home park owners. In the event that the Engineer determines that the Contractor will be required to remove or trim trees, then the Contractor will be compensated under the Miscellaneous Work As Directed pay item as described in the Remove Trees section below.

Removed vegetation, debris and bollards shall become the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 7-1.13 of the Standard Specifications.

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.

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:

Clearing and Grubbing - \$ 12,350.00

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.

Method of Payment:

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article including all labor, equipment, materials and incidentals, for performing clearing and grubbing as described herein shall be considered as included in the contract price paid per lump sum for Clearing and Grubbing and no additional compensation will be allowed therefor.

REMOVE TREES:

Trees and large bushes, including tree stumps and roots, shall be trimmed and/or removed on an as-needed basis as determined by the Engineer.

Removed trees, roots, stumps and trimmings shall become the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 7-1.13 of the Standard Specifications.

The removal or trimming of any tree or large bush occurring between February 1st and September 1st will require a pre-construction survey for nesting birds. The Contractor shall schedule accordingly.

The nesting survey, if required, will be provided by Riverside County staff.

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

The removal or trimming of any tree or large bush that occurs between February 1st and September 1st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. The Contractor shall notify the Engineer 15 working days prior to the beginning of this work. If an active nest is located, construction within 500 feet of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting on the ground, on structures or in trees, shrubs or other vegetation 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.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving the disturbance structures, ground or vegetation, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

Notwithstanding any other remedies authorized by law, the County may retain or withhold monies due the Contractor under the contract, in an amount determined by the County, 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 County 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 County shall inform the Contractor of the withheld amount.

Penalties as used in this section, "General Migratory Bird Protection" shall include fines, penalties, and damages whether proposed, assessed, or levied against the County 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.

Method of Payment:

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including all labor, equipment, materials and incidentals will be at the price negotiated between the Engineer and the Contractor and shall be considered as full compensation for performing the work under Miscellaneous Work As Directed and no additional compensation will be allowed therefor.

SPECIES PROTECTION - BURROWING OWL:

The County anticipates nesting or attempted nesting by burrowing owls from February 1st to September 1st on the following project sites:

Location No. 8, 11, 12, 13, 17, 19, 21, 26, 27, 29, 33, 35, 36, 38 and 40.

A pre-construction survey shall be conducted on the above-listed project sites within 30 days preceding any ground disturbance on these sites. If burrowing owls are found within or adjacent to the direct impact area, then avoidance and minimization measures shall be implemented as directed by the Engineer.

The Contractor shall schedule accordingly.

The nesting survey will be provided by Riverside County staff. Contractor shall notify the Engineer 15 days prior to beginning any work on the above-listed project sites.

Protective Radius

Upon discovery of a burrowing owl, stop construction activities within a 500-foot radius of the discovery. Immediately notify the Engineer. Do not resume activities until receiving written notification from the Engineer.

Attention is directed to Section "Remove Trees" of these Special Provisions for nesting bird regulatory requirements.

Method of Payment:

Full compensation for Species Protection is included in the various contract items of work and no additional compensation will be allowed.

GRINDING ASPHALT CONCRETE IN PLACE (PULVERIZE):

Locations for Grinding Asphalt Concrete in Place (Pulverize) will be determined in the field as directed by the Engineer.

Pulverizer shall be of the compact and maneuverable type to get through narrow and tight radii as approved/directed by the Engineer.

The Contractor shall pulverize the existing asphalt concrete pavement to a maximum of 3 inches depth or as directed by the Engineer to pass a one inch screen. However up to five (5) percent of the material may be retained on the one inch screen, provided that the oversized material is not large enough to adversely affect the stability and hamper the shaping and compacting operation.

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

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

<u>Sieve Size</u>	<u>Percent Passing Sieve</u>
1 inch	95-100
3/4 inch	85-100
No. 4	40-65
No. 30	10-30
No. 200	2-9

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

The pulverized asphalt concrete shall be stock piled if necessary, and placed as directed by the Engineer, graded to a smooth even ride and compacted (90 percent minimum) in conformance with Section 26-1.05 of the Standard Specifications.

Method of Payment:

The contract unit bid price paid per square yard for Grinding Asphalt Concrete in Place shall include full compensation for furnishing all labor, tools, materials, equipment including cold planing the existing asphalt concrete pavement and providing a compact and maneuverable pulverizer as directed by the Engineer and no additional compensation will be allowed therefor.

No adjustment in the bid price per square yard for overages or underages from the stated quantity will be allowed. Section 4-1.03B(1) and Section 4-1.03B(2) of the Standard Specifications for Increases/Decreases of more than 25% shall not apply. Payment shall be based on the actual field measured quantity.

ROADWAY PREPARATION:

Existing Conditions of Subgrade:

Existing access roads within the project area were built on native soil with minor grading with widths at 20 feet wide or less on most roads. These access roads were graded at the same elevation as the surrounding area. Due to the effect of having shallow groundwater on these access roads, some of these roads have been stabilized by placing a fabric mat and up to 3 inches of native soil over the mat. In some locations, clean gravel was placed on top of the mat. Some mobile home parks have had utilized any type of crushed or broken materials, such as, roof tile, ceramic tile, bricks, asphalt, concrete, etc., in order to cut down dust from passing vehicles during summer months and as a stabilizer to make roads passable during wet seasons. A few locations appear to have an existing deteriorated and segmented asphalt layer, which has been filled with native soil to bridge the rugged edges of the asphalt.

Roadway (Existing Grade) Preparation:

Access road surface shall be free from organics, trash, rubble, or excess clean gravel. Protruding oversize rocks, chunks of asphalt and concrete slab, and other similar materials shall be removed.

Where deteriorated and segmented asphalt layer is exposed, this layer shall be pulverized at a maximum depth of 3 inches as directed by the Engineer. Pulverizing shall be paid for at the contract unit price per square yard in accordance with section "Grinding Asphalt Concrete In Place (Pulverize)" of these special provisions.

It is likely that shallow utilities may exist in any, if not all, of the mobile home parks. Therefore, it is prudent to coordinate with the mobile home park owners and/or residents (and/or notify Underground Service Alert) to locate such utilities. Where a geotextile fabric is used as a soil stabilizer and/or when it is exposed, the fabric shall be protected in-place.

The prepared roadway shall be smooth and flat and graded to drain. When import soil is needed to fill in low spot areas (in addressing drainage), an aggregate base fill material may be used for this purpose as directed by the Engineer. Aggregate base used as fill and/or to fill in low spots shall meet the requirements specified in section "Aggregate Base" and shall be paid for at the contract unit price per cubic yard in accordance with section "Aggregate Base" of these special provisions.

Scarification requirement of the roadway may be waived due to location of most utilities or lines installed by residents at shallow depth and the potential of damaging these utilities by construction activities. The roadway shall be moistened and compacted by rolling the surface a minimum of 3 passes **without vibration**. The compaction equipment shall be steel drum type roller with a maximum operating weight of 12 tons. **The roadway shall be at a minimum 90 percent relative compaction for the top 6 inches, or as directed by the Engineer, when tested in accordance with CTM 216.**

Method of Payment:

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article including but not limited to: manually removing protruding oversize rocks, concrete rubble, trash, broken roof tiles, crushed tiles, or similar materials; moisture condition the roadway surface; blade off high spots to provide flat surface; fill in low spots to address drainage as required; excavating as required; and roll surface at a minimum of 3 passes and at static mode using a steel drum roller at maximum weight of 12 tons until top 6 inches meet 90% compaction; shall be considered as included in the "fixed final" contract price paid per cubic yard for Roadway Preparation including furnishing of all labor, materials, tools, equipment, incidentals and for doing all the work involved and no additional compensation will be allowed therefor.

Grading and fine grading of driveways and other paving areas will be considered as Roadway Preparation for payment purposes.

Removal of and disposal of clay tile fragments, embedded rocks, concrete, and gravel speed-bumps and other deleterious materials will be considered as Roadway Preparation for payment purposes.

Grinding Asphalt Concrete in Place (Pulverizing) for roadway preparation shall be paid for at the contract unit price per square yard in accordance with section "Grinding Asphalt Concrete In Place (Pulverize)" of these special provisions.

Aggregate base used as fill and/or to fill in low spots shall be paid for at the contract unit price per cubic yard in accordance with section "Aggregate Base" of these special provisions.

SUBGRADE STABILIZATION WHEN GROUNDWATER IS ENCOUNTERED:

Shallow groundwater is most prevalent in this area. It is anticipated for groundwater to be at a range of 2 to 10 feet below existing surface depending on the season.

Groundwater, when encountered during construction, may cause potential issues, such as, unexpected yielding, soft, or "pumping" of the upper soils during construction.

In the event that groundwater is encountered and it is determined to be in conflict with the project improvements by the Engineer, the Contractor shall perform the following methods of subgrade stabilization treatment and/or mitigation measures:

- a. Excavate the yielding soil to a depth of 6 to 12 inches below the finished subgrade (existing grade). Extreme care shall be taken when excavating due to possible utility lines installed at a very shallow depth. The Contractor shall place a layer of geogrid (as specified in these Special Provisions under "Subgrade Enhancement Fabric (Geogrid)") directly on the soft soil. Spread aggregate base material in 2 to 3 layers and tracked walked into the geogrid/yielding soil. Then place the required pavement section. The layer of geogrid/aggregate base would serve as a construction platform and provide the lateral reinforcement for the subsequent layers to be placed.