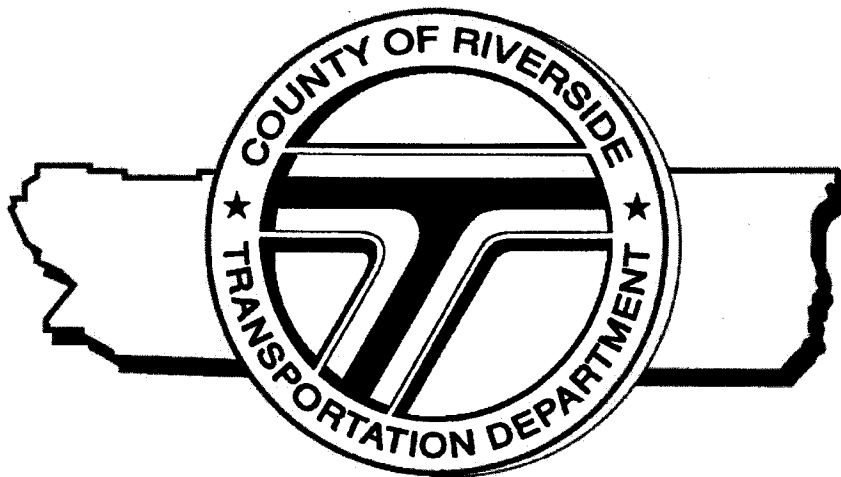


SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Emergency Storm Damage Repair Work
Mockingbird Canyon Road
Box Culvert South of Van Buren Boulevard
Community of Woodcrest
Project No. 45-171101



TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 3-21-17
SYNTHIA M. GUNZEL DATE

General

Table of Contents

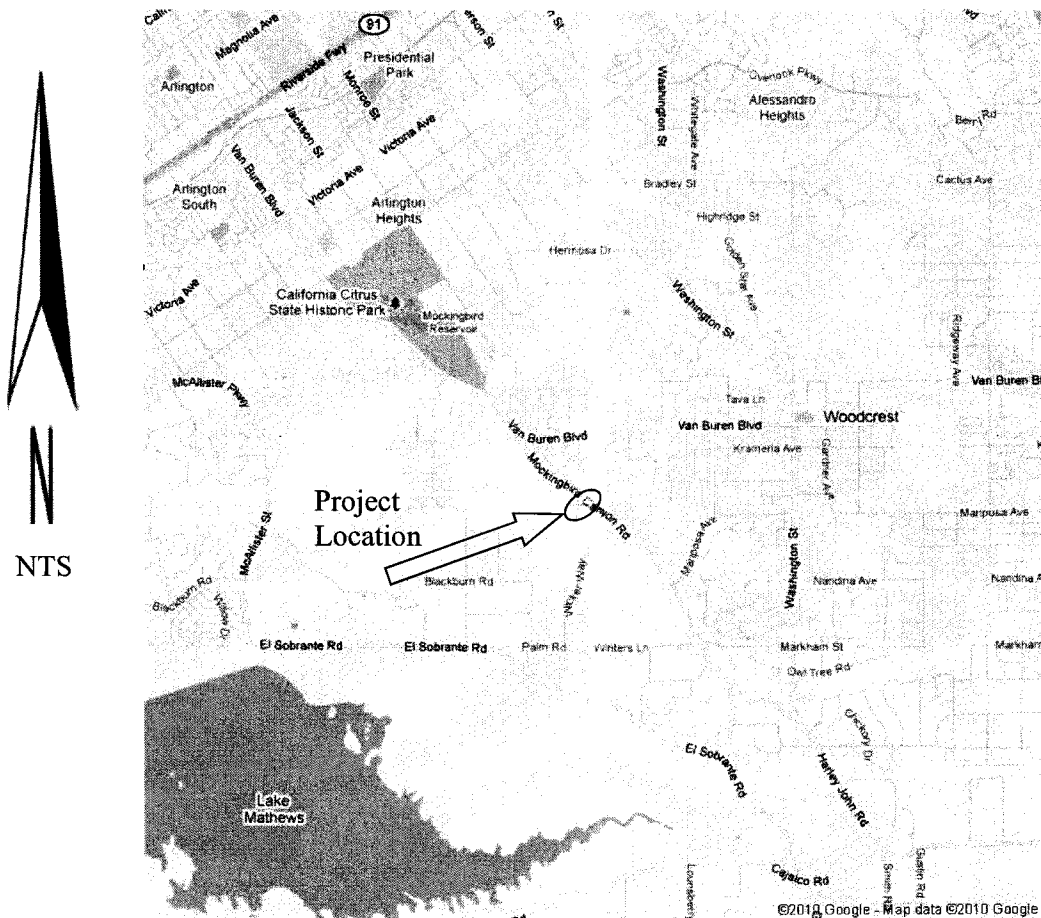
<u>Description</u>	<u>Page</u>
Vicinity Map	i
Instructions to Contractors	A1 – A6
Subcontractor List	B1
Contract and other Bonds	
Contract	C1 – C3
Performance Bond	C4
Payment Bond	C5
General Conditions*	GC1 – GC33
Special Provisions*	1 – 4
Appendices	
AQMD Recommendations*	Appendix A

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

**County of Riverside
Transportation Department**

**Emergency Storm Damage Repair Work
Mockingbird Canyon Road
Box Culvert South of Van Buren Boulevard
Community of Woodcrest
Project No. 45-171101**

Vicinity Map



Township 3S Range 5W Section 27
County Road Book page No. 26

Instructions to Contractors (Emergency Work)

Table of Contents

- 1. Inspection of Site A 2
- 2. License A 2
- 3. Contract Participation A 2
- 4. Subletting, Subcontracting, and Subcontractor List A 3
- 5. Registration with the Department of Industrial Relations (DIR)..... A 4
- 6. Hours of Work A 4
- 7. Contract Documents..... A 5
- 8. Qualifications of Contractors..... A 5
- 9. Award of Contract..... A 5
- 10. Payment and Performance Bonds A 5
- 11. Submission of Insurance Certificate and Endorsements..... A 6

Instructions to Contractors (Emergency Work)

In compliance with the Americans with Disabilities Act, persons with disabilities may request reasonable accommodations (including auxiliary aids and services at no cost) to participate in Emergency Work by contacting Contracts/Bidding Unit at 951-955-6780 or jrjimenez@rctlma.org at least 3 business days before the scheduled submittal date of Emergency Work cost estimate.

To accommodate persons with disabilities, this Contract Document and Special Provision Book is available in alternate formats upon request.

1. Inspection of Site

Contractor's attention is directed to Standard Specifications Section 2-1.07, "Job Site and Document Examination". Contractors must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a cost estimate, a Contractor warrants that he has made such site examination as the Contractor 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. License

Contractor 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 cost estimate 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.

3. Contract Participation

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

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

4. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 12, "Subcontracting".

Pursuant to Public Contract Code § 4100 et seq., "Subletting and Subcontracting Fair Practices Act", Contractors 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

The Contractor must submit a Subcontractor List when subcontracting is utilized. Subcontractor List must be on the form contained in the Specifications and Contract Documents.

Section 2-1.10, "Subcontractor List" of the Standard Specifications is deleted and replaced with the following:

Contractor 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 Contract amount or \$10,000, whichever is greater (Public Contract 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 business name, business address, license number, DIR registration number and work portions to be performed by each subcontractor listed. Work portions must be identified by description for each subcontractor listed. The percentage of work to be performed by all listed subcontractors must be written on the bottom of the Subcontractor List form.

An inadvertent error in listing the license number will be processed as required by Public Contract Code § 4104 (a) (2). If partial work is to be performed within a certain construction item or trade, the 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 who is qualified and properly licensed for that listed item of 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 for total and/or individual subcontracted percentage amounts. Contractor must provide this information within three (3) business days after the cost estimate submittal due date.

Penalties

The Contractor'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 cost estimate submission and prior to award of Contract, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by Labor Code §1771.1 (c) for subcontractors who are not registered with the DIR.

5. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- General Conditions Section 8, "Labor Code"

No Contractor may submit a cost estimate nor a subcontractor be listed on a cost estimate (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 or excepted from this requirement for bid purposes only under Labor Code § 1771.1(a).

No Contractor or subcontractor may be awarded a Contract (awarded on or after April 1, 2015) or perform work on any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

6. Hours of Work

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

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

7. Contract Documents

The complete Contract Documents are identified in the Contract. Contractors are cautioned that the successful Contractor incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications (if any) in making their cost estimate.

8. Qualifications of Contractors

No award will be made to any Contractor 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 Contractor 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 cost estimate.

9. Award of Contract

The Contractor's attention is directed to the provisions in these Instructions to Contractors for the requirements and conditions concerning award and execution of Contract.

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

The Emergency Contract can be executed in accordance with authority that the Board has delegated to the Director of Transportation by Resolution No. 2011-015 (January 11, 2011; agenda item 3.80), and has been approved as to legal form by County Counsel.

Resolution No. 2011-015, which states that emergency contracts to safe guard life, health or property can be authorized by the Director of Transportation. The resolution requires that the Director of Transportation report back to the Board in a public meeting after executing the Contract.

This work is being performed in accordance with the Force Account provisions of the Standard Specifications and as detailed in the Contract.

10. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Contractor. All bonds must be on County's forms contained in the Contract Document and Special Provision 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 Contract Document and Special Provision 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.

11. Submission of Insurance Certificate and Endorsements

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

Within five (5) working days of the date of the Notice to Proceed issued by the County and prior to the commencement of work,, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the 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 five (5) business day period will be grounds to declare the Contractor as non-compliant with the Contract Documents, rescinding the Notice of Acceptance and awarding to the second low bidding Contractor, at the sole discretion of the County.

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	DIR Registration 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"/>

Additional Subcontractor List(s) may be attached to the 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.

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 Riverside Construction Company, Inc., hereafter called "Contractor".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Project No. 45-171101, Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Box Culvert South of Van Buren Boulevard, Community of Woodcrest, 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 to Bidders~~, (c) The Instruction to Contractors 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 2015 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 Works, (o) Any Change Orders issued, and (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 emergency repairs necessary to construct the work generally described in Recital No. 1 and Special Provisions in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

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

The Contractor shall begin work within **two (2) 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 24 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

The Contractor agrees to receive and accept payment, on a force-account basis, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, until its acceptance by the County of Riverside, and for well and faithfully completing the work, and the whole there of, in the manner according to ~~the plans and specifications~~, and the requirements of the Engineer.

The estimated cost for this project, prior to commencement of work, is **\$350,000.00**.

**Emergency Storm Damage Repair Work
Mockingbird Canyon Road
Box Culvert South of Van Buren Boulevard
Community of Woodcrest
Project No. 45-171101**

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

COUNTY OF RIVERSIDE

RIVERSIDE CONSTRUCTION COMPANY, INC.

BY: _____

BY: _____

Patricia Romo
Director of Transportation

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

TITLE: _____

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

License No.: 266222

Federal Employer Identification Number:

95-2662331

Department of Industrial Relations Registration Number:

100003993

BY _____
"County"

"Corporation"
(Seal)

Performance Bond

Recitals:

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Project No. 45-171101, Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Box Culvert South of Van Buren Boulevard, Community of Woodcrest.**
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 **\$350,000.00 (Three hundred fifty thousand dollars and zero cents)** 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 Riverside Construction Company, Inc., 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 \$350,000.00 (Three hundred fifty thousand dollars and zero cents), 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 Project No. 45-171101, Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Box Culvert South of Van Buren Boulevard, Community of Woodcrest.

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

Dated: _____

_____ Original Contractor – Principal

_____ Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

_____ Signature of Notary Public

Notary Public (Seal)

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

General Conditions

Table of Contents

- 1. Definitions and Terms.....GC 3
- 2. Standard Specifications.....GC 4
- 3. Director of Transportation and Land Management Agency (TLMA).....GC 5
- 4. Insurance and Hold HarmlessGC 6
- 5. Beginning of Work, Time of Completion, and Liquidated Damages.....GC 10
- 6. County’s Right to Stop Work or Terminate the Contract.....GC 11
- 7. General Prevailing Wage:.....GC 11
- 8. Labor Code.....GC 12
- 9. Labor Nondiscrimination.....GC 13
- 10. Title VI Nondiscrimination.....GC 13
- 11. Equal Employment Opportunity.....GC 14
- 12. SubcontractingGC 16
- 13. Monthly Progress Estimates and Payments.....GC 17
- 14. Deposit of Securities.....GC 18
- 15. Payment Retention.....GC 18
- 16. Payment for Extra Work (Force Account Basis).....GC 18
- 17. Change Orders – Detail Drawings and InstructionsGC 19
- 18. Final PaymentGC 19
- 19. Assignment of Claims.....GC 20
- 20. ArbitrationsGC 20
- 21. Claims Resolution.....GC 20
- 22. Brand or Trade Name – Substitute of EqualsGC 24
- 23. Site Inspection – Effect of Other Improvements Shown and Contractor Procedure ..GC 24
- 24. Public Safety.....GC 25
- 25. Extra Work.....GC 27
- 26. Noise Control.....GC 28
- 27. Use, Care and Protection of Premises.....GC 28
- 28. ObstructionsGC 29

29.	Removal of Asbestos and Hazardous Substances.....	GC 30
30.	Documents of Contractor.....	GC 30
31.	Responsibility of Contractor to Act in an Emergency.....	GC 30
32.	Final Inspection – Notice of Completion.....	GC 31
33.	Dust Abatement	GC 31

General Conditions

1. Definitions and Terms

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

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

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

- "County", "Contractor" and "Contract Documents" are identified in the Contract. "County" and "Contractor" includes their authorized representatives are treated throughout as if each were singular in number. "Contractor" includes its surety.
- "Contract Documents" are identified in the Contract.
- "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.
- "Specifications and Contract Documents" means the County's Bid Book comprised of the forms, drawings, table of contents, specifications and contract documents for the construction of the County's transportation, Emergency Repair Work or road project.

2. Standard Specifications

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

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

The following subsections of the Standard Specifications are deleted:

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

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

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

Amendments to the Standard Specifications set forth in the Special Provisions shall be considered as part of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

As stated elsewhere, amounts shown in the 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

Within five (5) working days of the Notice to Proceed and prior to commencement of work, 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 this section.

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

A. General:

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

Certificate Holder information is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 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 County's Risk Manager, Contractor's carriers shall either:
 - a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
 - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 3. **Certificate, policy, endorsements and attachments.** Contractor shall cause Contractor's insurance carrier(s) to furnish the County with:
 - a. A properly executed original Certificate(s) of Insurance and certified original copies of 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 Contractors Section 6, "Hours of Work."

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

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

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

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

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

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

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

7. General Prevailing Wage:

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

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

Pursuant to §1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer

payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

Pursuant to §1774 of the Labor Code, contractor and subcontractors shall pay not less than the specified prevailing rates of wages to all workmen employed in the Contract.

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

Contractor and his subcontractors shall comply with the provisions of §1725.5 of the Labor Code regarding registration with the DIR. Registration with the DIR Division of Labor Standards Enforcement can be done online using the following URL:

<https://efiling.dir.ca.gov/PWCR/>

Contractor and his subcontractors shall comply with the provisions of §1776 of the Labor Code regarding payroll records.

Contractor and his subcontractors shall comply with the provisions of §1777.5 of the Labor Code regarding apprentices.

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

9. Labor Nondiscrimination

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

10. Title VI Nondiscrimination

Contractor shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (ACT), and all requirements imposed by or pursuant to 49 CFR, Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this construction contract.

Construction contract includes the administration, award and performance of any State and/or Federal funded contract or the requirements of 49 CFR Part 26.

Contractor must refer to Caltrans Local Assistance Procedures Manual, Exhibit 4-C, Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects to obtain current Nondiscrimination Assurances requirements to include in all subcontracts signed by the Contractor. This Exhibit 4-C can be obtained from the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>
(Refer to Exhibit 4-C, Appendix A to Exhibit B, Nondiscrimination Assurances)

Title VI Assurances requirements are also incorporated in Caltrans Exhibit 12G Section 14 (July 2016 update).

Attention is also directed to these General Conditions' Section 30, "Documents of Contractor." Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County, State or Federal Highway Administration to be pertinent to ascertain compliance with 49 CFR, Subtitle A, Part 21.

In the event of noncompliance with the nondiscrimination provisions, the County shall impose sanctions, as maybe determined deemed appropriate and/or as directed by Federal funding source determination, including but not limited to: withholding of payments within a reasonable period of time, not to exceed 90 days; and/or cancellation, termination or suspension of the Contract, in whole or in part.

For Title VI nondiscrimination complaints related to this project please contact:

Jan Bulinski
Title VI Coordinator

County of Riverside
Transportation Department
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Office: (951) 955-6859
Electronic mail: JBulinski@RIVCO.ORG

11. Equal Employment Opportunity

A. General

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

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

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by Owner and any State or Federal

agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

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

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

B. Transactions of \$10,000 or Under

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

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

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

D. Transactions of \$50,000 or More

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

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

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

E. Federal Assisted Construction

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

12. Subcontracting

Attention is directed to:

- Standard Specification Section 5-1.13, "Subcontracting", and
- Instructions to Contractors Section 3, "Contract Participation".
- Instructions to Contractors Section 4, "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 agreed cost for emergency repair work Contract with the Contractor's own employees and equipment, owned or rented, with or without operators. The Standard Specification Subcontracting Section 5-1.13A, "General" fifth paragraph is deleted.

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 DIR 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. A subcontractor not registered with the DIR is an additional condition to the listed qualifications for substitutions (Public Contract Code 1771.1(d)).

13. Monthly Progress Estimates and Payments

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

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

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

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

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

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

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

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

14. Deposit of Securities

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

15. 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 by Public Contract Code §7201 and any other referenced text, shall be five (5%).

16. Payment for Extra Work (Force Account Basis)

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

17. Change Orders – Detail Drawings and Instructions

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

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

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

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

18. 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) prior to or 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 except those timely filed pursuant to Section 21 herein prior to final payment.

19. Assignment of Claims

In signing the Contract 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.

20. Arbitrations

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

21. Claims Resolution

It is the intent of this Section that differences between the parties arising under and by virtue of this Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be promptly settled if possible, or other appropriate action or investigation may be promptly undertaken. Claims must be filed on or before the date of final payment as required in Public Contract Code Section 20104.2. The following statutory procedure shall be adhered to for resolving any claims by a Contractor filed in connection with this contract:

A. Definition of a Claim

A Claim means a separate demand by a Contractor for one or more of the following:

- 1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the contract.
- 2) Payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- 3) Payment of an amount that is disputed by the County.

B. Form and Contents of Claim(s)

The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the County at the address provided herein this Section 21. The Contractor's written Claim must include, but not limited to, the following:

- 1) A statement to identify that it is a Claim under this Section 21, on a company letterhead, and a request for a decision on the Claim;
- 2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- 3) Citation to contract provisions;
- 4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- 5) Complete pricing of all cost impacts;
- 6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- 7) Documentation, County letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:

County of Riverside, TLMA
Transportation Department
Construction Inspection Office
2950 Washington Street
Riverside, CA 92504
Attention: Cindi Wachi, Construction Engineering Division Manager

C. Claims Procedure

- 1) Upon receipt of a Claim and the supporting documentation, the County shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the County and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.
- 2) Notwithstanding the time period set forth in C. 1) above, if the County needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the County shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.
- 3) Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the County issues its written statement. Amounts not paid in a timely manner as required by this Section 21 shall bear interest at 7 percent per annum. If the County fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the County to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the County's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- 4) If the Contractor disputes the County's written response, or if the County fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the County shall schedule a meet and confer conference within thirty (30) days.
- 5) Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the County issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of

the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

- 6) For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section 21 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
- 7) If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.
- 8) Following the procedures set forth in this Section 21, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 9) If the Government Code claim is denied, Contractor may file an action in court. If a civil action is filed to resolve any claim, such action shall be subject to the provisions of Public Contract Code Sections 9204 or 20104.4 and shall be followed, providing for non-binding mediation and judicial arbitration. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

D. Subcontractor Claim(s)

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the County a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the County shall furnish reasonable documentation as set forth in Section 21 to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented

the Claim to the County, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

E. Consistency with Public Contract Code Sections 9204 and 20104

If any Claim(s) arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Div. 2, Part 3, Chapter 1, Article 1.5), and if provisions of those statutory sections require a procedure or procedural element different from that established in this Contract, then the provisions of those statutory sections shall apply in place of the conflicting procedure or procedural element established herein.

22. Brand or Trade Name – Substitute of Equals

Attention is directed to Standard Specifications Section 6-1.05, “Specific Brand or Trade Name and Substitution”.

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

If a Contractor believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential Contractor may so advise Director of TLMA of such fact, giving all relevant information.

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 Contractor 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 15 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.

23. 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.

24. Public Safety

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

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

A. Excavations

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

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

B. Temporarily Unprotected Permanent Obstacles

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

C. Storage Areas

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

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

Type K Temporary railing shall conform to the provisions in Section 12-3.20, "Type K Temporary Railing" of the Standard Specifications. Type K Temporary Railing, conforming to the details shown on 2010 Standard Plan T3A and T3B, may be used. Type K Temporary Railing fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

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 agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

25. Extra Work

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

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

26. Noise Control

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

Section 14-8.02, "Noise Control", second paragraph, is deleted and replaced with the following:

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

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

Payment

Full compensation for conforming to the requirements of this Section, Noise Control, shall be considered as included in the agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

27. Use, Care and Protection of Premises

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

At his expense Contractor shall:

- A. Take every precaution against injuries to persons or damage to property.
- B. Comply with regulations governing the use of the property.
- C. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- D. Place on the work only such loads as are consistent with the safety of the work.
- E. Effect all cutting, fitting, or patching of his work required to make it conform to the plans and specifications and interrelate with other improvements or except with the consent of Director of TLMA, cut or otherwise alter existing improvements.

- F. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed, or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Director of TLMA.
- G. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- H. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- I. Guard County's property from injury or loss.
- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

Payment

Full compensation for conforming to the requirements of this Section, Use, Care and Protection of Premises, shall be considered as included in the agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

28. Obstructions

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

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

29. 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 as Extra Work.

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

30. Documents of Contractor

Upon demand, Contractor shall make available to County all documents, information and reports 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.

31. 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.

32. 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.

33. Dust Abatement

Dust control shall conform to Section 10-5, "Dust Control", Section 14-9.02, "Air Pollution Control", Section 10-6, "Watering", and Section 18, "Dust Palliative" of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley" (if project location is within the Coachella Valley), all other applicable Federal and State laws, and the requirements set forth herein.

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

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

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

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

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

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

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

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

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

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

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

The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer. Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. 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 Contract 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 work 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 work 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 agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS

TABLE OF CONTENTS

DIVISION 0 COUNTY PROVISIONS.....	1
00 COUNTY MISCELLANEOUS	1
00-1.01 PROJECT DESCRIPTION:.....	1
00-1.02 SPECIFICATIONS	2
00-1.03 TIME OF COMPLETION:.....	2
00-1.04 LIQUIDATED DAMAGES:.....	2
00-1.05 PROSECUTION AND PROGRESS:.....	2
00-1.06 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:	3
00-1.07 PROJECT APPEARANCE:.....	3
00-1.08 MISCELLANEOUS WORK AS DIRECTED:	4

DIVISION 0 COUNTY PROVISIONS

00 COUNTY MISCELLANEOUS

00-1.01 PROJECT DESCRIPTION:

**Emergency Storm Damage Repair Work
Mockingbird Canyon Road
Box Culvert South of Van Buren Boulevard
Community of Woodcrest
Project No. 45-171101**

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

Recent storms have altered drainage from a box culvert on Mockingbird Canyon Road, southerly of Van Buren Boulevard. Immediate storm repair work has been determined to be necessary to safeguard the motoring public.

Storm water has caused stream flow to deviate from its previously established streamline leading to the box culvert. Water was discovered to flow underneath the box culvert and has eroded portions of the box culvert's foundation which must be immediately remedied for public safety and for protection of the roadway.

Work performed will be paid as force account work, as described in Section 9-1.04 of the Caltrans Standard Specifications. The contract and procedures will be in accordance with the County of Riverside's emergency contract procedures, as directed in County Resolution 2011-015.

Emergency work shall include any or all of the following listed types of work, as directed by the Engineer:

1. Emergency work assessment meeting at project location,
2. Remove soil and exploration grading work adjacent to the Box Culvert,
3. Locate existing 52" water line near the Box Culvert,
4. Coordination with water company to protect existing facility through project area
5. Dewatering,
6. Clean out Box Culvert (at upstream, inside and at downstream areas),
7. Core invert of Box Culvert to allow for concrete slurry pump operation,
8. 480 CY of concrete slurry (mix to be recommended by Contractor and to be reviewed approved by Engineer prior to delivery and application),
9. Grade soil berm/slope at Box Culvert outlet area,
10. Rip Rap (including earthwork work),
11. Hydroseed (bond and seed mix to be recommended by Contractor and to be reviewed approved by Engineer prior to delivery and application),
12. Disposal of excess excavation or unusable materials, and
13. Traffic Control and Flagmen (as needed).
14. Additional work shall be performed as necessary, as directed by the Engineer:

00-1.02 SPECIFICATIONS

This project shall conform to the requirements of the 2015 edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation.

00-1.03 TIME OF COMPLETION:

The Contractor shall diligently prosecute the work to completion before the expiration of 30 Calendar Days from the date stated in the "Notice to Proceed".

Working Days include Saturdays and Sundays for this project.

00-1.04 LIQUIDATED DAMAGES:

There are no liquidated damages assigned to this project.

00-1.05 PROSECUTION AND PROGRESS:

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

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

The Contractor shall begin work within the calendar days 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 24 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 Resident Engineer and shall specify the date the Contractor intends to start at said location.

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

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

00-1.06 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:

Attention is directed to Section 17-2.03D, "Disposal of Materials", of the Standard Specifications and these Special Provisions.

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

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

Payment

Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

00-1.07 PROJECT APPEARANCE:

Attention is directed to General Condition 27, "Use, Care and Protection of Premises."

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

The Contractor must maintain a neat appearance to the work.

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

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

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

See "Liquidated Damages" Special Provisions for penalties associated with non-compliance.

Payment

Full compensation for conforming to the requirements of this section, Project Appearance, shall be considered as included in the agreed cost for emergency repair work Contract and no additional compensation will be allowed therefor.

00-1.08 MISCELLANEOUS WORK AS DIRECTED:

Miscellaneous directed work shall consist of necessary work that is not included in other contract bid items, as determined by the Engineer. Miscellaneous directed work shall be performed as directed by the Engineer and in accordance with the applicable standards and specifications.

Payment:

Payment for implementing miscellaneous directed work will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, up to the fixed bid price, for the work performed.

Appendix A
AQMD Recommendations

Dust Abatement Attachments

Table of Contents

<u>Description</u>	<u>Page</u>
Signage Recommendation (AQMD document, modified)	1
Sample Dust Control Plan (AQMD sample)	5
Dust Control Plan Review Checklists (AQMD document)	6
Reasonably Available Control Measures (from Rule 403 Implementation Handbook)	10
Best Available Control Measures (from Rule 403 Implementation Handbook)	16
Best [Reasonably] Available Control Measures for High Winds Conditions (from Rule 403 Implementation Handbook)	22
Track Out Control Options (from Rule 403 Implementation Handbook)	26

AQMD SIGNAGE RECOMMENDATIONS**November, 2001**

Plan holder shall post signage at specified locations on the subject property in accordance with the standards specified below. The exception to the standards is that all letters shall be 4 inches high, with the names and telephone numbers of appropriate contacts and services in bold print, as indicated in the standards. These signs shall also include the SCAQMD toll free complaint line 1-800-CUT-SMOG (1-800-288-7664) and the telephone number for the Environmental Observer. These signs shall be posted within 50 feet of the curb on all four (4) corners of the subject property.

For each Dust Control Plan aggregating less than, or equal to, ten (10) acres:

1. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
 - (a) Such sign shall measure at least four (4) feet wide by four (4) feet high and conform to the specifications in 1 (a) below.

For each Dust Control Plan aggregating over ten (10) acres:

2. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
 - (a) Such sign shall measure at least eight (8) feet wide by four (4) feet high and conform to the specifications in 1 (b) below.

THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

1. **The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.**
 - (a) For 4' x 4' signs, the District recommends the following:
 - I. 3/4" A/C laminated plywood board
 - II. Two 4" x 4" posts
 - III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
 - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.
 - (b) For 4' x 8' signs, the District recommends the following:
 - I. 1" A/C laminated plywood board
 - II. Two 5" x 6" posts
 - III. The posts should be attached to the 4' edges of the plywood board with at least 2 carriage bolts on each post.
 - IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

2. The sign board shall be installed and maintained in a condition such that members of the public can easily view, access, and read the sign at all times until the expiration date of the Dust Control plan.

(a) For 4' x 4' signs, the District recommends the following:

- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
- II. The posts should be set in a hole at least 3' deep with concrete footings to preclude downing by high winds.
- III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
- IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
- V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

(b) For 4' x 8' signs, the District recommends the following:

- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
- II. The posts should be set in a hole at least 4' deep with concrete footings to preclude downing by high winds.
- III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
- IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
- V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

3. The sign board shall contain the following information:

- (a) Project Name
- (b) Name of Prime Contractor
- (c) Phone Number of Contractor's Employee Responsible for Dust Control Matters
- (d) County designated phone number (to be provided by the Engineer)
- (e) South Coast Air Quality Management District Phone Number

4. The sign board shall be designed to the following alpha and numeric text dimensions (sign boards written in longhand are unacceptable).

(a) For a permittee subject to the 4' x 4' sign requirement, the District provides the following example: (as modified by the County of Riverside for use on County Public Works projects)

1" UPPERCASE Letters →	PROJECT NAME:		3 ½ " Title Case Bold Letters ←
1" UPPERCASE Letters →	CONTRACTOR		3 ½ " Title Case Bold Letters ←
1" Title Case Letters →	Contractor's Dust Control Phone #		3" Bold Numbers ←
1" Title Case Letters →	County of Riverside Phone #		3" Bold Numbers ←
1" Title Case Letters →	Phone Number:	SCAQMD 1-800-CUT-SMOG	3 ½ " Bold Numbers ←

"Title Case" means the first letter of a word is capitalized and subsequent letters are lower case.

AQMD Recommendations

(b) For a permittee subject to the 4' x 8' sign requirement, the District provides the following example: (as modified by the County of Riverside)

2" UPPERCASE Letters	PROJECT NAME:	4" Title Case Bold Letters
2" UPPERCASE Letters	CONTRACTOR	4" Title Case Bold Letters
2" Title Case Letters	Contractor's Dust Control Phone #	4" Bold Numbers
2" Title Case Letters	County of Riverside Phone #	4" Bold Numbers
2" Title Case Letters	Phone Number:	4 1/2" Bold Numbers
2" Title Case Letters	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT	

Section 1

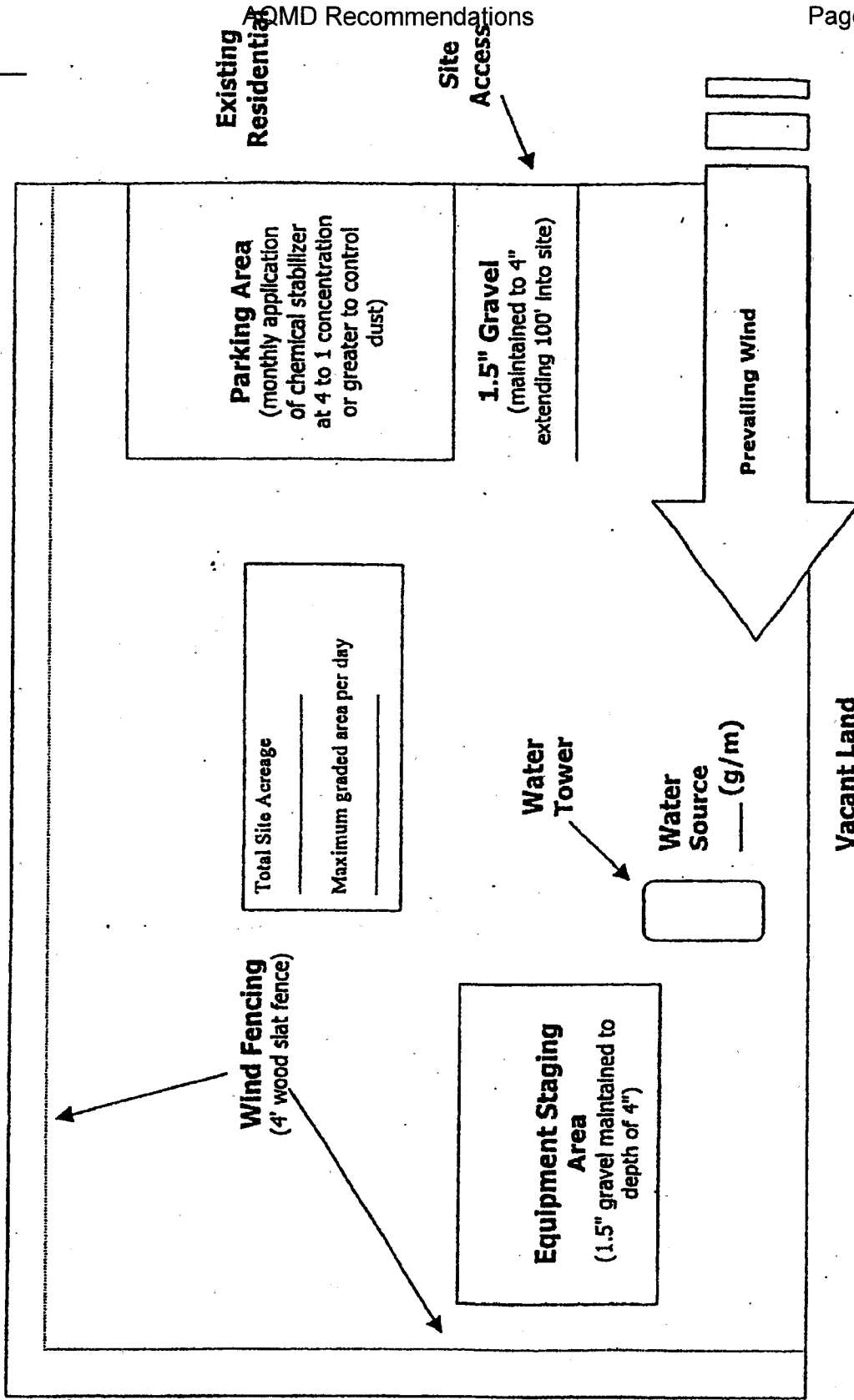
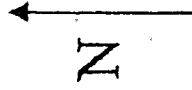
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence _____

Business _____



Existing Residential
Site Access
A QMD Recommendations

Remember...
**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS**

Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

- If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.

- Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).

- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.

- Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.

- A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

Remember...

**DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS**

- Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.
- Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.
- All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1,800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.
- An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.
- Other (specify): _____

Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

**Plan Review Checklist
Finish Grading Phase**

Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of a 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during finish grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.

Wind fencing is necessary between the site and nearby residences or businesses to reduce fugitive dust. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through a site.

Chemical dust suppressants are to be applied at a concentration of at least 10 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.

Construction site access(es) are to be improved with 1.5" gravel maintained to a depth of at least 4" with a minimum width of at least 20', extending 100 feet into the project site.

Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".

Internal roadway networks are to be treated with chemical dust suppressants at a minimum rate of at least 4 to 1 and retreated on a monthly basis once final roadway elevations have been reached.

Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of at least 4 to 1 and retreated on at least a monthly basis or covered with 1.5" gravel maintained to a depth of 4" to prevent fugitive dust.

Other (specify): _____

**Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS**

Plan Review Checklist Construction Phase

Water applied continuously to all disturbed portions of the site by means of water truck/water pull is necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during the construction phase and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site. Block walls, if part of the final project, can replace wind fencing during the construction phase.

Chemical dust suppressants are to be applied at a concentration of at least 20 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.

Construction site accesses are to be improved with 1.5" gravel, maintained to a depth of 4", with a width of at least 20', extending 100' into the project site. Paving internal roadways can substitute for gravel.

Internal roadway networks are to be paved as early as feasible in the construction phase. Street sweeping of internal and/or external access roads will likely be required to control entrained road dust.

Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of no less than 4 to 1 and retreated on a monthly basis, or more frequently if fugitive dust is observed. If internal roadway is complete, employees are to be instructed to park on paved roads.

Other (specify): _____

Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

Paragraph (d)(3) of Rule 403 allows activities outside the South Coast Air Basin (see Figure 2-1) to implement reasonably available control measures in lieu of best available control measures. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects outside the South Coast Air Basin must demonstrate to the satisfaction of the District that the given activity is employing all reasonably available fugitive dust control measures.

The District has prepared the attached listing of reasonably available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Control of Open Fugitive Dust Sources," Midwest Research Institute, September 1988.

The District encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the reasonably available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|--|
| (A) Watering | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability. |
| | (2) Pre-application of water to depths of proposed cuts. |
| | (3) Once the land clearing/earth moving activities are complete, a second application of water can generate a thin crust that stabilizes the disturbed surface area provided that it is not disturbed. (Security fencing can be used to prevent unwanted future disturbances of sites where a surface crust has been created). |
| (B) Chemical stabilizers | (1) Only effective in areas which are not subject to daily disturbances. |
| | (2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule. |
| (C) Wind fencing | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. |
| | (2) Would likely be used in conjunction with other measures (e.g., watering, chemical stabilization, etc.) to ensure that visible emissions do not cross a property line. |
| (D) Cover haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full. |
| (E) Bedliners in haul vehicles | (1) When feasible, use in bottom-dumping haul vehicles. |

HIGH WIND MEASURE

- (a) Cease all active operations; or
(b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

- | | |
|----------------------------|---|
| (F) Paving | (1) Requires street sweeping/cleaning if subject to material accumulation. |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule
(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering | (1) In sufficient quantities to keep surface moist.
(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use. |
| (I) Reduce speed limits | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line. |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent. |
| (K) Gravel | (1) Gravel maintained to a depth of four inches can be an effective measure.
(2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible. |

HIGH WIND MEASURE

- (c) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
(d) Apply water once each hour; or
(e) Stop all vehicular traffic.

January 1999

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

- (L) Wind sheltering
 - (1) Enclose in silos.
 - (2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.
- (M) Watering
 - (1) Application methods include: spray bars, hoses and water trucks.
 - (2) Frequency of application will vary on site-specific conditions.
- (N) Chemical stabilizers
 - (1) Best for use on storage piles subject to infrequent disturbances.
- (O) Altering load-in/load-out procedures
 - (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.
 - (2) May need to be used in conjunction with wind sheltering to prevent visible emissions from crossing the property line.
- (P) Coverings
 - (1) Tarps, plastic, or other material can be used as a temporary covering.
 - (2) When used, these should be anchored to prevent wind from removing coverings.

HIGH WIND MEASURE

- (f) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (g) Apply water once per hour; or
- (h) Install temporary covers.

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|--|
| (Q) Chemical stabilization | (1) Most effective when used on areas where active operations have ceased.
(2) Vendors can supply information on methods for application and required concentrations. |
| (R) Sweep/clean roadways | (1) Either sweeping or water flushing may be used. |
| (S) Cover haul vehicles | (1) Entire surface area should be covered once vehicle is full. |
| (T) Bedliners in haul vehicles | (1) When feasible, use in bottom dumping vehicles. |
| (U) Site access improvement | (1) Pave internal roadway system.
(2) Most important segment, last 100 yards from the connection with paved public roads |

HIGH WIND MEASURE

- (i) Cover all haul vehicles; and
- (j) Clean streets with water flushing, unless prohibited by the Regional Water Quality Control Board.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (S) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

DESCRIPTION

- (Q) Chemical stabilization
 - (1) Most effective when used on areas where active operations have ceased.
 - (2) Vendors can supply information on methods for application and required concentrations.
- (R) Watering
 - (1) Requires frequent applications unless a surface crust can be developed.
- (S) Wind fencing
 - (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site.
- (T) Vegetation
 - (1) Establish as quickly as possible when active operations have ceased.
 - (2) Use of drought tolerant, native vegetation is encouraged.

HIGH WIND MEASURES

- (k) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (l) Apply water to all disturbed surface areas 3 times per day.

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

Rule 403, paragraph (d)(2) requires active operations [defined in Rule 403, paragraph (c)(1)] within the South Coast Air Basin (see Figure 2-1) to implement at least one best available control measure for each fugitive dust source type on site. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects within the South Coast Air Basin must demonstrate to the satisfaction of the AQMD that the given activity is employing all best available fugitive dust control measures.

The AQMD has prepared the attached listing of best available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Fugitive Dust Background Document and Technical Information Document for Best Available Control Measures," Office of Air and Radiation, September 1992.

The AQMD encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the best available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|---|
| (A) Watering (pre-grading) | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability. |
| (A-1) Watering (post-grading) | (2) Pre-application of water to depths of proposed cuts. |
| (A-2) Pre-grading planning | (1) In active earth-moving areas water should be applied at sufficient frequency and quantity to prevent visible emissions from extending more than 100 feet from the point of origin. |
| (B) Chemical stabilizers | (1) Grade each phase separately, timed to coincide with construction phase; or
(2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phase ends. |
| (C) Wind fencing | (1) Only effective in areas which are not subject to daily disturbances.
(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule. |
| (D) Cover haul vehicles | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B). |
| (E) Bedliners in haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full.
(1) When feasible, use in bottom-dumping haul vehicles. |

HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

- (F) Paving
 - (1) Requires street sweeping/cleaning if subject to material accumulation.
- (G) Chemical stabilization
 - (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule
 - (2) Not recommended for high volume or heavy equipment traffic use.
- (H) Watering
 - (1) In sufficient quantities to keep surface moist.
 - (2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.
- (I) Reduce speed limits
 - (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.
- (J) Reduce vehicular trips
 - (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.
- (K) Gravel
 - (1) Gravel maintained to a depth of four inches can be an effective measure.
 - (2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.

HIGH WIND MEASURE

- (a) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once each hour; or
- (c) Stop all vehicular traffic.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

- | | |
|--|--|
| (L) Wind sheltering | (1) Enclose in silos.
(2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity. |
| (M) Watering | (1) Application methods include: spray bars, hoses and water trucks.
(2) Frequency of application will vary on site-specific conditions. |
| (N) Chemical stabilizers | (1) Best for use on storage piles subject to infrequent disturbances. |
| (O) Altering load-in/load-out procedures | (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.
Must be used in conjunction with either measure (L), (M), (N), or (P). |
| (P) Coverings | (1) Tarps, plastic, or other material can be used as a temporary covering.
(2) When used, these should be anchored to prevent wind from removing coverings. |

HIGH WIND MEASURE

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once per hour; or
- (c) Install temporary covers.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).

January 1999

RULE 403 IMPLEMENTATION HANDBOOK

Source: (S) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

DESCRIPTION

- | | |
|----------------------------|---|
| (Q) Chemical stabilization | (1) Most effective when used on areas where active operations have ceased. |
| (R) Watering | (2) Vendors can supply information on methods for application and required concentrations. |
| (S) Wind fencing | (1) Requires frequent applications unless a surface crust can be developed. |
| (T) Vegetation | (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. Must be used in conjunction with either measure (Q), (R), or (T). |
| | (1) Establish as quickly as possible when active operations have ceased.* |

HIGH WIND MEASURES

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (b) Apply water to all disturbed surface areas 3 times per day.

* Use of drought tolerant, native vegetation is encouraged.

TABLE 1
BEST [REASONABLY] AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS

FUGITIVE DUST SOURCE CATEGORY	<u>CONTROL MEASURES</u>
Earth-moving	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
Disturbed surface areas	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
Unpaved roads	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice [once] per hour during active operation; OR (3C) Stop all vehicular traffic.
Open storage piles	(1D) Apply water twice [once] per hour; OR (2D) Install temporary coverings.
Paved road track-out	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
All Categories	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

January 1999

TABLE 2
DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(4)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving (except construction cutting and filling areas, and mining operations)	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
Earth-moving: Construction fill areas:	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
Earth-moving: Construction cut areas and mining operations:	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
Disturbed surface areas (except completed grading areas)	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.
Disturbed surface areas: Completed grading areas	(2c) Apply chemical stabilizers within five working days of grading completion; OR (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (3c) Establish a vegetative ground cover within 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)*

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
Unpaved Roads	(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR (4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR (4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.
Open storage piles	(5a) Apply chemical stabilizers; OR (5b) Apply water to at least 80 [70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR (5c) Install temporary coverings; OR (5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.
All Categories	(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

January 1999

AQMD Recommendations

TABLE 3

TRACK-OUT CONTROL OPTIONS

PARAGRAPH (d)(5)(B)

CONTROL OPTIONS

(1)	Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.
(2)	Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device.
(3)	Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



*Juan C. Perez, P.E., T.E.
Director of Transportation*

Transportation Department NOTICE OF EXEMPTION

April 12, 2017
Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

PROJECT TITLE: Mockingbird Canyon Road Box Culvert –Storm Damage Repair
Work Order #Z45171101, Task Code #1660

PROJECT SPONSOR: Riverside County Transportation Department

5/4/17
Date Initial

PROJECT LOCATION: Unincorporated community of Woodcrest, south of Van Buren Blvd and Greenview Drive

SUPERVISORIAL DISTRICT: District 1

PROJECT DESCRIPTION: Storm events in January and February 2017 resulted in severe erosion and damage to the 5 cell concrete box culvert structure, which included a large hole under the floor of the box culvert, settling of the box culvert and a dip in the parapet wall, cracking in the invert and separation of the stem wall from the invert, and migration of the rip rap downstream. In addition, debris build up in two of the cells obstructed flow.

Mockingbird Canyon Road is a regional secondary highway and a main connector between Van Buren Blvd. and Cajalco Road, and an important road to keep open. Truck traffic on Mockingbird Canyon Road was restricted due to concern for additional damage to the box culvert.

Repair work undertaken included replacement of the grouted rip rap with un grouted rip rap, and filling the large hole under the box culvert with concrete slurry. Also, debris deposited by the storm flows and vegetation immediately adjacent to the box culvert was removed. Work areas within the creek were seeded with a riparian mix.

ENVIRONMENTAL ANALYSIS: The project is located on an existing two lane County road and spans an unnamed creek (referred to as Mockingbird Creek), which flows north. The creek has a sandy bottom on the upstream side of the box culvert. The downstream side immediately adjacent to the box culvert is lined with rip rap with contains both native and nonnative vegetation.

Land uses in the immediate area include residences and commercial operations. The work area for the storm damage repair included the road, upstream forty feet and downstream seventy five feet, with access from existing driveways from Mockingbird Canyon Road.

The storm damage repair is a covered activity under the Western Riverside Multiple Species Conservation Plan (WR MSHCP) and is not within a criteria cell. Bird surveys completed ensured consistency with the WR MSHCP and the Migratory Bird Treaty Act (MBTA).

Regulatory permitting agencies were notified of the work in accordance with emergency procedures. A major disaster declaration was issued by the President and a proclamation of a state of emergency was issued by the Governor.

The project consists of emergency repair of an existing box culvert under Mockingbird Canyon Road. There is no expansion of use of the road as a result of the project. Due to an imminent threat to people and property, and in order to maintain access which is an essential public service, immediate action was necessary to repair a facility which was damaged as a result of storm flows. The repair to the box culvert was made within the existing County right of way and has been completed within one year of the damage occurring.

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, based on the following:

California Environmental Quality Act Guidelines, Emergency Projects – Section 15269 (a), (b) and (d).

By: Mary Zambon, Senior Transportation Planner

Signed: *Russell Williams*

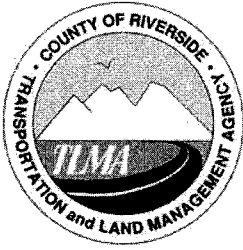
Russell Williams, Environmental Division Manager

MOCKINGBIRD CANYON STORM DAMAGE

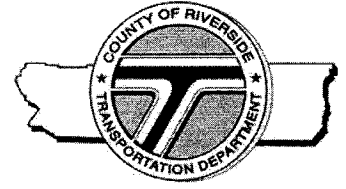
0 200 400 800 Feet
1 inch = 400 feet

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COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Transportation Department

Juan C. Perez, P.E., T.E.
Director
Patricia Romo, P.E.
Assistant Director

MEMORANDUM

DATE: March 30, 2017

TO: Mary Ann Meyer, Office of the County Clerk

FROM: Russell Williams, Environmental Division Manager

RE: W.O. # Z45171101, Task Code #Z1660

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 2003-138. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mary Zambon. If you have any questions, please contact Mary at (951) 955- 6759, or at mzambon@rctlma.org.

Attachment

cc: file

**RIVERSIDE COUNTY CLERK & RECORDER
AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: W.O. #Z45171101, Task Code Z1660
537280-20000-3130100000 Z45171101 Z1660

AMOUNT: \$50.00

DATE: March 30, 2017

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: 

PRESENTED BY: Mary Zambon, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____