

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



ITEM: 3.48
(ID # 18280)

MEETING DATE:
Tuesday, March 01, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road,
Woodcrest Community, California Environmental Quality Act (CEQA) Exempt. District 1.
[\$500,000 Total Cost - Gas Tax 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road in the Woodcrest Community is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 (b) and (c) (Emergency Projects) and 15301 (c) (Existing Facilities);
2. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk for posting within five (5) working days;
3. Receive and file an emergency contract, with LC Paving and Sealing, Inc., that the Transportation Department has entered into on behalf of the County of Riverside in the amount of \$500,000; and
4. Approve the proposed project budget as shown on Attachment "A".


ACTION:Policy


Mark Lancaster, Director of Transportation 2/3/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 1, 2022
xc: TLMA-Trans., Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 0	\$ 500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (100%) There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The Director of Transportation entered into an emergency contract on January 10, 2022 with LC Paving and Sealing, Inc. of Escondido, California, for the Emergency Road and Storm Drain Repair Work at Washington Street and Saddleback Road in the Woodcrest Community.

By Minute Order dated June 29, 2021 (Agenda Item 3.71), the Board of Supervisors accepted the low bid of LC Paving and Sealing, Inc. (LC Paving) for the construction of the Traffic Signal Project at the intersection of Washington Street and Saddleback Road.

On January 3, 2022, while performing traffic signal pole foundation excavation on the north-west section of the intersection, one of LC Paving's sub-contractors encountered a large and deep void that appeared to run from a nearby existing catch basin towards the east crossing Washington Street along an existing 24-inch corrugated metal pipe storm drain lateral.

The Transportation Department did an independent inspection and determined that the sinkhole is due to leakage from the existing storm drain line, which presents deterioration, that has caused the undermining along the storm drain and possibly across the roadway. The Transportation Department determined that immediate repair of the roadway and storm drain lines was necessary to safeguard the public.

Emergency repair of the storm drain systems involves several tasks of work, including but not limited to roadway excavation, repair of sinkhole, repairs and replacement of existing corrugated metal pipe, restoration of roadway pavement, traffic control and additional associated work as directed by the Engineer.

The contract was executed in accordance with authority that the Board has delegated to the Director of Transportation by Resolution No. 2019-035 (January 29, 2019; agenda item 3.24) and has been approved as to legal form by County Counsel.

The Specifications and Contract Documents for this repair work have been approved as to legal form by County Counsel.

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

The contractor is qualified to perform the repair work, has executed the Contract, and has provided bonds and insurance documents which meet the requirements of the Contract.

Project No.: ZS5441A

Environmental Findings

The proposed emergency work is necessary to restore the safety and integrity of Washington Street and Saddleback Road. CEQA Guidelines Section 15269, Emergency Projects, exempts (b) emergency activities to a public facility necessary to maintain service essential to the public health, safety, or welfare and (c) specific actions necessary to prevent or mitigate an emergency. The emergency work qualifies to be statutorily exempt from CEQA under Section 15269 (b) and (c) because the activities consist of necessary emergency repair of an existing roadway to maintain service essential to the public health and safety, and to prevent or mitigate an emergency.

In addition, CEQA Guidelines 15301 (c), Existing Facilities Class 1, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The proposed emergency work qualifies to be exempt from CEQA under Section 15301 (c) because the activities consist of repair and maintenance of an existing facility that will not create additional traffic lanes and involves negligible or no expansion of existing or former use of the existing roadway and associated facilities.

Impact on Residents and Businesses

The emergency repair work started on January 10, 2022 and is anticipated to be completed in early March 2022. Residents will be notified and roadway signage noticing the construction will be in place. Work near the Washington Street and Saddleback Road intersection site will be completed during daytime hours and access to residents will be provided.

SUPPLEMENTAL:

Additional Fiscal Information

The estimated amount of this contract, prior to commencement of work, is \$500,000. However, this is based on a preliminary estimate of the amount of force account (time and materials) work needed to repair the road. This amount may vary as the repair work progresses and if subsequent storms cause additional road damage.

This work will be performed in accordance with the Force Account provisions of the Standard Specifications. The work will be funded with Gas Tax and there are no General Funds used for this project.

Contract History and Price Reasonableness

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

N/A

ATTACHMENTS:

Vicinity Map

Attachment "A", Project Costs and Budget

Contract, Bonds and Insurance

Specifications and Contract Documents Cover Page

Notice of Exemption and Journal Voucher



Jason Farin, Principal Management Analyst

2/23/2022



Gregory V. Priamos, Director County Counsel

2/16/2022

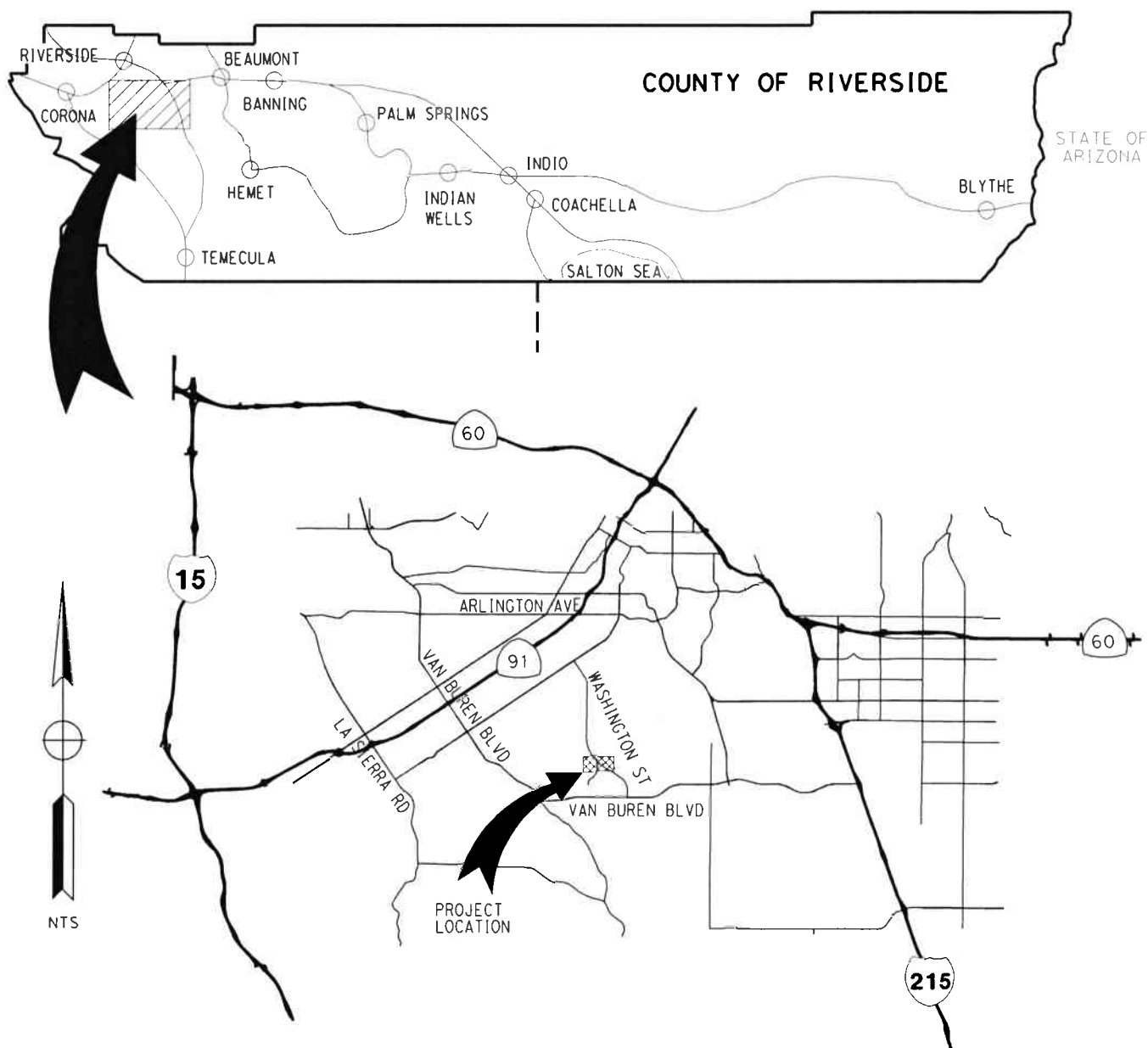
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

EMERGENCY ROAD AND STORM DRAIN REPAIR WORK

WASHINGTON STREET AND SADDLEBACK ROAD

WOODCREST COMMUNITY

PROJECT No. ZS5441A



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **Emergency Road and Storm Drain Repair Work, Washington Street and Saddlebac Road, Woodcrest Community**

Project No.(s): **ZS5441A**

Costs as of 1/10/2022

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental		1,000	1,000		1,000
Design					
Right-of-way					
Utilities					
Construction		500,000	500,000		500,000
Construction Contingency					
Construction Engineering & Inspection	1,000	74,000	75,000		75,000
Construction Survey					
Totals:	1,000	575,000	576,000		576,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
201	Gas Tax - Prop 111		576,000
Totals			576,000

Comments



Mark Lancaster P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

NOTICE OF EXEMPTION

January 31, 2022

PROJECT TITLE: Washington Street and Saddleback Road Emergency Road & Storm Drain Repair

Work Order #ZS5441A, Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Community of Woodcrest

SUPERVISORIAL DISTRICT: 1st

PROJECT DESCRIPTION: The Riverside County Transportation Department (RCTD) is proposing to complete emergency work on Washington Street and Saddleback Road, located in the Community of Woodcrest within Riverside County, CA. An inspection in early January 2022 discovered a sinkhole and undermining of Washington Street and Saddleback Road due to leakage from an existing storm drain pipe. RCTD determined that immediate repair of the roadway and storm drain is necessary in order to safeguard the public and prevent a clear, unexpected, and imminent threat to life. The proposed emergency work includes, but is not limited to, the following:

- Roadway excavation
- Repair of large void under roadway
- Repair and replacement of existing corrugated metal pipe
- Restoration of roadway pavement
- Traffic control and additional associated work as directed by the Engineer
- Vegetation/tree trimming and removal

ENVIRONMENTAL ANALYSIS:

The proposed emergency work does not require right-of-way acquisition. Temporary construction easements (TCEs) may be required. Safety evaluation of Washington Street and Saddleback Road led to the determination that there is a clear, sudden, unexpected, and imminent threat to life demanding immediate action to prevent damage to life and essential public services. The emergency work is necessary to restore the safety and integrity of the roadway.

This emergency repair is subject to compliance with the Western Riverside MSHCP (WRMSHCP). In accordance with Section 7, emergency repairs of public infrastructure facilities outside of criteria areas by Permittees are Covered Activities. Emergency repair of Washington Street and Saddleback Road and associated facilities is considered an emergency repair of a public infrastructure facility, therefore the project is considered a Covered Activity under the WRMSHCP.

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
3/4/22
Date
PR
Initial

MAR 01 2022 3.48

The Riverside County Transportation Department Staff conducted a review of the above referenced and has determined that the proposal qualifies for Statutory and Categorical Exemptions per the California Environmental Quality Act (CEQA) Guidelines based on the following:

Section 15269 (b) and (c) – Statutory Exemption for Emergency Projects – The proposed emergency work is necessary to restore the safety and integrity of Washington Street and Saddleback Road. CEQA Guidelines Section 15269, Emergency Projects, exempts **(b)** emergency activities to a public facility necessary to maintain service essential to the public health, safety, or welfare and **(c)** specific actions necessary to prevent or mitigate an emergency. The emergency work qualifies to be statutorily exempt from CEQA under Section 15269 (b) and (c) because the activities consisted of necessary emergency repair of an existing roadway to maintain service essential to the public health and safety, and to prevent or mitigate an emergency.

Section 15301(c) – Existing Facilities – CEQA Guidelines 15301 (c), Existing Facilities Class 1, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The proposed emergency work qualifies to be exempt from CEQA under Section 15301 (c) because the activities consist of repair and maintenance of an existing facility that will not create additional traffic lanes and involves negligible or no expansion of existing or former use of the existing roadway and associated facilities.

By: Mohamed Eissa, Associate Transportation Planner

Signed: Mary Zambon
Mary Zambon, Environmental Project Manager

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-
537280-20000-3130500000 ZS5441A Z1530

AUTHORIZATION NUMBER: W.O.#ZS5441A, Task Code Z1530

AMOUNT: \$50.00

DATE: January 31, 2022

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: Mary Zambon, Environmental Project Manager

Signature: *Mary Zambon*

PRESENTED BY: Mohamed Eissa

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



*Mark Lancaster, P.E.
Director of Transportation*

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

*Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development*

DATE: January 31, 2022

TO: Josefina Castillo-Avila, ACR Technician III
MZ

FROM: Mary Zambon, Environmental Project Manager

RE: **Washington Street and Saddleback Road Emergency Road & Storm Drain Repair**
W.O.#ZS5441A, Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. 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: Mohamed Eissa. If you have any questions, please contact me at (951) 955-1506.

Attachment

cc: file

Washington St & Saddleback Rd

Emergency Repair Project

Legend

 Project Area



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 LC Paving & Sealing, 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, Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A, 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 Bid, (c) The Payment Bond, (d) The Performance Bond, (e) The General Conditions, (f) The Special Provisions, (g) The Standard Specifications of the State of California Department of Transportation edition of 2018 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (h) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (i) The Plans, (j) The Determination of Prevailing Wage Rates for Public Works, (k) Any Change Orders issued, and (l) 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 specifications, and the requirements of the Engineer.

The estimated cost for this project, prior to commencement of work, is **\$500,000.00 (Five hundred thousand dollars and zero cents)**.

Emergency Road and Storm Drain Repair Work
Washington Street and Saddleback Road
Woodcrest Community
Project No. ZS5441A

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

COUNTY OF RIVERSIDE

LC PAVING & SEALING, INC.

BY: Mark Lancaster

BY: [Signature]

Mark Lancaster
Director of Transportation
*Delegated authority for emergency contracts per
Resolution No. 93-047, currently adopted by
Resolution No. 2019-035 (January 29, 2019;
Agenda Item 3.24)*

TITLE: President

(If Corporation, affix Seal)

DATED: 1-10-2022

ATTEST: [Signature]

TITLE: Office Manager

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
DANIELLE E. MALAND

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

License No.: 621610

Federal Employer Identification Number:

27-2327769

Department of Industrial Relations Registration Number:

1000004325

"Corporation"
(Seal)



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

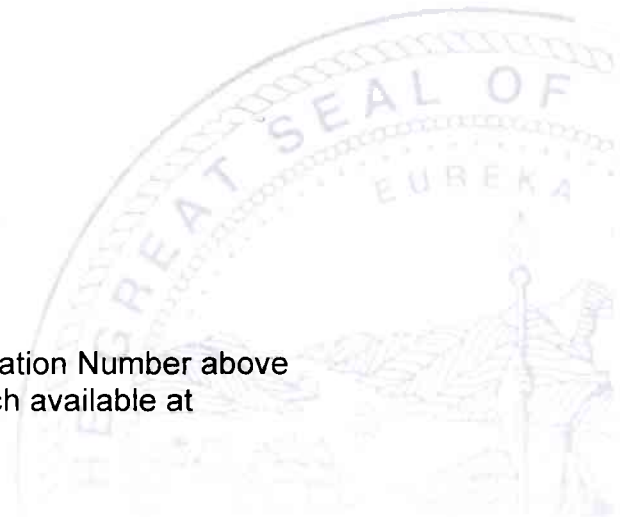


IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of October 29, 2020

ALEX PADILLA
Secretary of State

Verification Number: KWW2AWK
Entity (File) Number: C3286410

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov





**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: L.C. PAVING & SEALING, INC.

Entity (File) Number: C3286410
File Date: 10/27/2020
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: GK49303

Detailed Filing Information

- 1. Entity Name: L.C. PAVING & SEALING, INC.
- 2. Business Addresses:
 - a. Street Address of Principal Office in California: 620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
 - b. Mailing Address: 620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
 - c. Street Address of Principal Executive Office: 620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
- 3. Officers:
 - a. Chief Executive Officer: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
 - b. Secretary: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America

Certificate Verification Number: KWW2AWK
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK49303



California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
4. Director: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
- Number of Vacancies on the Board of Directors: 0
5. Agent for Service of Process: JOSE A. SALINAS
620 ALPINE WAY
ESCONDIDO, California 92029
United States of America
6. Type of Business: CONSTRUCTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Marisa Haas

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: KWW2AWK
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: GK49303

Performance Bond

Recitals:

1. **LC Paving & Sealing, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A.**
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 **\$500,000.00 (Five hundred 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 LC Paving & Sealing, 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 \$500,000.00 (Five hundred 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 Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A.

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ORIGINAL

Bond No.: CMGP00005197

Premium: \$8,500.00

Executed In Two (2) Originals

Performance Bond

LC Paving & Sealing, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Road and Storm Drain Repair**, **Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A.**

2. Argonaut Insurance Company, a Illinois 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 **\$500,000.00 (Five hundred 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 January 17, 2022

LC Paving & Sealing, Inc.

By [Signature]

By _____

Title President

"Contractor"

(Corporate Seal)

Argonaut Insurance Company*

By [Signature]

Type Name Gabriella Grady

Its Attorney in Fact
"Surety"

(Corporate Seal)

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On January 19, 2022 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

personally appeared Jose A. Salinas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of January, 2022.



James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

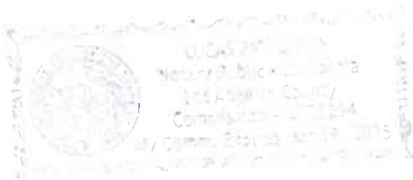
On JAN 17 2022 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gabriella Grady
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

ARGONAUT INSURANCE COMPANY
175 E HOUSTON ST
SAN ANTONIO, TX 78205
800-470-7958

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	19801
California Company ID #:	1523-0
Date Authorized in California:	07/01/1957
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: **0457** Argo Grp US Inc GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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Bond No.: CMGP00005197
Premium Included In
The Performance Bond
Executed In Two (2) Originals

Payment Bond

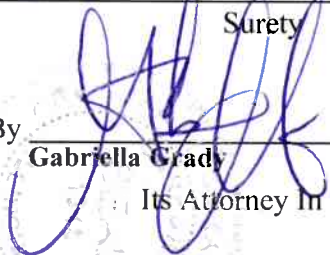
(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **LC Paving & Sealing, Inc.**, as Principal and Original Contractor and Argonaut Insurance Company, 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 **\$500,000.00 (Five hundred 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 **Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A.**

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: January 17, 2022

Argonaut Insurance Company
c/o CMGIA, 20335 Ventura Blvd., Ste 426
Woodland Hills, CA 91364

By 
Gabriella Crady
Its Attorney In Fact

(Corporate Seal)

STATE OF See Attached
COUNTY OF _____
OF _____

LC Paving & Sealing, Inc.
Original Contractor – Principal

By 

Title President

(If corporation, affix seal)

(Corporate Seal)

} 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).

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On January 29, 2022 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

personally appeared Jose A. Salinas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by: _____

Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of January, 2022.



James Bluzard

James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Los Angeles)

On JAN 17 2022 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gabriella Grady
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



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- Additional Info
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 - View Financial Disclaimer

COMPANY PROFILE

Company Information

ARGONAUT INSURANCE COMPANY
175 E HOUSTON ST
SAN ANTONIO, TX 78205
800-470-7958

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	19801
California Company ID #:	1523-0
Date Authorized in California:	07/01/1957
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: 0457 Argo Grp US Inc GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
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- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HARTLEY CYLKE PACIFIC-#0574253 INSURANCE SERVICES, INC. 2747 UNIVERSITY AVENUE SAN DIEGO CA 92104-4068		CONTACT NAME: JANA CLARK PHONE (A/C, No, Ext): (619) 295-5155 FAX (A/C, No): (619) 291-0912 E-MAIL ADDRESS: jana@hcpacinsurance.com																						
INSURED L.C. Paving & Sealing, Inc. 620 Alpine Way Escondido CA 92029		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>TRAVELERS PROPERTY & CASUALTY CO OF</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	TRAVELERS PROPERTY & CASUALTY CO OF	25674	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL2191071205 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT22CO0S13576ATIL21	02/18/2021	02/18/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	Y	8100S0955232126G	02/18/2021	02/18/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CUP0S1373832126	02/18/2021	02/18/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8S6221012126G	09/12/2021	09/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	INLAND MARINE			QT6300S106923TIL21	02/18/2021	02/18/2022	LEASED/RENTED	\$100,000
							SCHEDULED EQUIP	\$714,100
							DEDUCTIBLE	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


*10 day notice of cancellation for non-payment of premium shall apply. 30 days written notice of cancellation for all other reasons.

*County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives shall be named Additional Insured on a Primary and Non-Contributory basis. A Waiver of Subrogation applies as required by written contract.

RE: ZS5441A, Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community

CERTIFICATE HOLDER

CANCELLATION

County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside, CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT PRIMARY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured is amended to include as an Additional Insured any person(s) or organization(s) whom you are required to add to this policy as an Additional Insured under a written agreement in effect or becoming effective during the policy period. This insurance applies only to "bodily injury" and "property damage" that occurs subsequent to execution of the written agreement and subsequent to the issuance of a certificate of insurance indicating such person(s) or organization(s) as Additional Insured(s).

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby to such Additional Insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the Additional Insured was held liable.
2. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
3. Any coverage provided under this endorsement for any Additional Insured will never be broader than coverage provided to any Named Insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.

Katie Taylor

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

We agree to waive any and all subrogation claims or rights of recovery against any person(s) or organization(s) if there is an executed written agreement with that person(s) or organization(s) which requires a Waiver of Subrogation Clause from the Named Insured, except for "losses" which are due in whole or part to the negligence or errors and omissions of such person(s) or organization(s).

All other terms and conditions of the policy remain unchanged.

Katie Taylor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

Katie Taylor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

Katie Taylor



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8S622101-21-26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by Katie Taylor

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

**POLICY NO.: CUP-0S137383-21-26
ISSUE DATE: 02/24/2021**

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS: L.C PAVING & SEALING, INC.
620 ALPINE WAY LLC
620 ALPINE WAY
ESCONDIDO CA 92029**

2. POLICY PERIOD: From 02/18/2021 to 02/18/2022 12:01 A.M. Standard Time at your mailing address.

3. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	\$4,000,000	General Aggregate
	\$4,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$4,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events
4. SELF-INSURED RETENTION:	\$10,000	any one occurrence or event
5. PREMIUM: \$ 49,571	X Flat Charge	Adjustable (See Premium Schedule)

6. TAXES AND SURCHARGES:

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

**HARTLEY CYLKE PACIFIC - XK419
2747 UNIVERSITY AVE
SAN DIEGO CA 92104-2811**

COUNTERSIGNED BY:

Katie Taylor

Authorized Representative

DATE: _____

OFFICE: SP-ORANGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Automobile Liability

Limits Of Liability

Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT**

**Bodily Injury And Property \$1,000,000
Damage Combined Single
Limit**

Policy Number 810-000S095523-21

Policy Period

From: 02/18/2021

to: 02/18/2022

Commercial General Liability

Limits Of Liability

Carrier **TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA**

General Aggregate \$2,000,000

Policy Number CO-0S13576A-21

**Products-Completed \$2,000,000
Operations Aggregate**

Policy Period

**Personal and \$1,000,000
Advertising Injury**

From: 02/18/2021

to: 02/18/2022

Each Occurrence \$1,000,000

Limits Of Liability

Carrier

Policy Number

Policy Period

From:

to:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183
866-336-2077**

Old Company Names	Effective Date
TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)	01/12/2005

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Emergency Road and Storm Drain Repair Work
Washington Street and Saddleback Road
Woodcrest Community
Project No. ZS5441A



TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL
BY: *Danielle O. Maland*
DANIELLE O. MALAND

MAR 01 2022 3.48

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

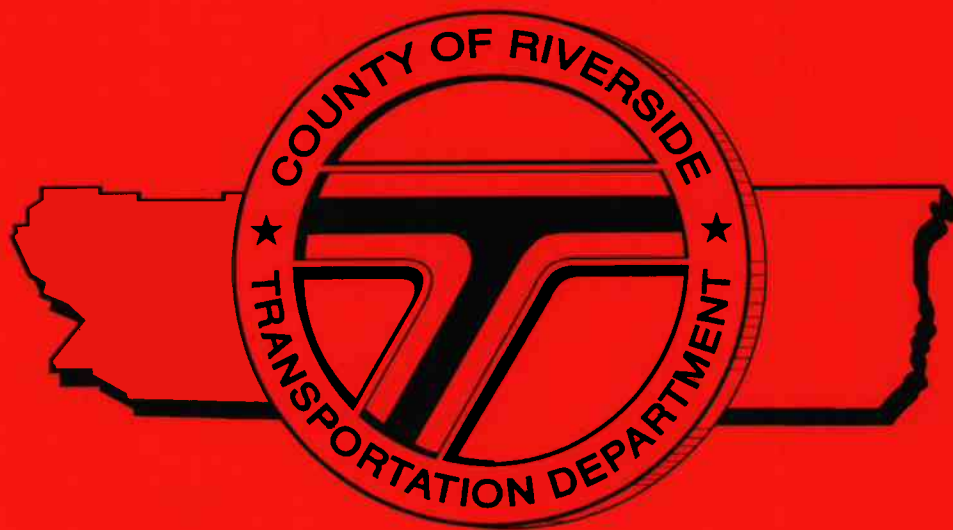
of

Emergency Road and Storm Drain Repair Work

Washington Street and Saddleback Road

Woodcrest Community

Project No. ZS5441A



TRANSPORTATION DEPARTMENT

SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Emergency Road and Storm Drain Repair Work
Washington Street and Saddleback Road
Woodcrest Community
Project No. ZS5441A



TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL
BY: *Danielle D. Maland*
DANIELLE D. MALAND

General

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

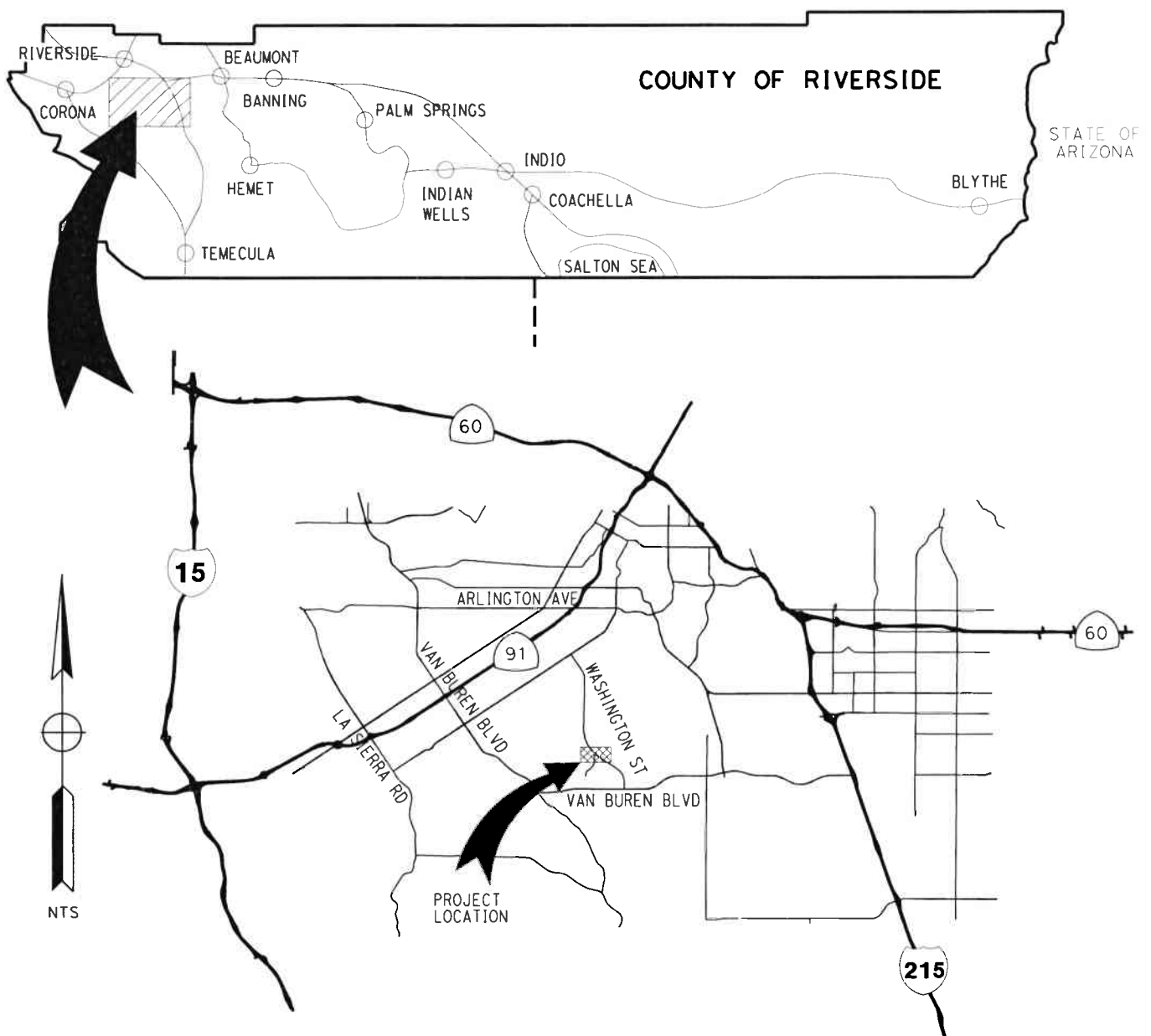
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

EMERGENCY ROAD AND STORM DRAIN REPAIR WORK

WASHINGTON STREET AND SADDLEBACK ROAD

WOODCREST COMMUNITY

PROJECT No. ZS5441A



VICINITY MAP

Instructions to Contractors (Emergency Work)

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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@rivco.org at least 3 business days before the scheduled submittal date of Emergency Work cost estimate.

In compliance with Title II of the Americans with Disabilities Act (ADA), the County of Riverside does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. It is committed to ensuring that its programs, services and activities are fully accessible to and usable by people with disabilities.

To accommodate persons with disabilities, this Specifications and Contract Documents 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 Book.

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 County-overserved 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. 93-047, now as adopted by Resolution No. 2019-035 (January 29, 2019; agenda item 3.24), and has been approved as to legal form by County Counsel.

Resolution No. 93-047, adopted March 30, 1993, 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 Specifications and Contract Documents 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 Specifications and Contract Documents 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 selected 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.

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 LC Paving & Sealing, Inc., hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A, 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 Bid, (c) The Payment Bond, (d) The Performance Bond, (e) The General Conditions, (f) The Special Provisions, (g) The Standard Specifications of the State of California Department of Transportation edition of **2018** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (h) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (i) The Plans, (j) The Determination of Prevailing Wage Rates for Public Works, (k) Any Change Orders issued, and (l) 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 specifications, and the requirements of the Engineer.

The estimated cost for this project, prior to commencement of work, is **\$500,000.00 (Five hundred thousand dollars and zero cents)**.

**Emergency Road and Storm Drain Repair Work
Washington Street and Saddleback Road
Woodcrest Community
Project No. ZS5441A**

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

COUNTY OF RIVERSIDE

LC PAVING & SEALING, INC.

BY: _____

BY: _____

Mark Lancaster
Director of Transportation
*Delegated authority for emergency contracts per
Resolution No. 93-047, currently adopted by
Resolution No. 2019-035 (January 29, 2019;
Agenda Item 3.24)*

TITLE: _____
(If Corporation, affix Seal)

DATED: _____

ATTEST: _____

TITLE: _____

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

License No.: 621610

Federal Employer Identification Number:

27-2327769

Department of Industrial Relations Registration Number:

1000004325

"Corporation"
(Seal)

Performance Bond

Recitals:

1. **LC Paving & Sealing, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A.**
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 **\$500,000.00 (Five hundred 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 LC Paving & Sealing, 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 **\$500,000.00 (Five hundred 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 Emergency Road and Storm Drain Repair Work, Washington Street and Saddleback Road, Woodcrest Community, Project No. ZS5441A.

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

General Conditions

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General Conditions

1. Definitions and Terms

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

- A. "Department", "Department of Transportation", "State", and "State of California" means the County of Riverside.
- B. "Engineer", 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 2018 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.

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
- \$4,000,000 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 miscompliance relates, and may thereupon take possession of the affected work and complete the work by contract or otherwise, as County deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of County occasioned by Contractor's failure to properly perform, such excess shall be paid by Contractor. If such expense and damage exceeds the unpaid balance, Contractor is liable to County for the excess. If County elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, plant and equipment on site which may be necessary or convenient for the purpose of completing the work, County is expressly granted the right - acting via Director of TLMA, an Engineer or otherwise - to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

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

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

7. General Prevailing Wage:

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

Attention is also directed to Section 7-1.02K(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 Construction/Inspection office for this purpose.

9. Labor Nondiscrimination

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(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, as incorporated in Caltrans Exhibit 12-G (January 2019 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 may be 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:

Frances Segovia
Title VI Coordinator

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

Facsimile: (951) 955-3164
Office: (951) 955-1646
Electronic mail: fsegovia@rctlma.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 estimate 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 29, 2019, Resolution 2019-035.

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) 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 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

21.1 Definition of a Claim

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

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the contract.
- b. 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.
- c. Payment of an amount that is disputed by the County.

21.2 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
2850 Washington Street
Riverside, CA 92504

Attention: Cindi Wachi, Construction Engineering Division Manager

21.3 Claims Procedure

21.3.1 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.

21.3.2 Notwithstanding the time period set forth in 21.3.1 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.

21.3.3 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.

21.3.4 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.

21.3.5 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.

21.3.6 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.

21.3.7 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.

21.3.8 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. If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code Sections 9204 or 20104.4. 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.

21.4 **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.

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 2018 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 estimated 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 estimated 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 estimated cost for emergency repair work Contract and no additional compensation will be allowed therefor.

28. Obstructions

Attention is directed to Section 5-1.36C, "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 estimated cost for emergency repair work Contract and no additional compensation will be allowed therefor.

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DIVISION 0 COUNTY PROVISIONS

00 COUNTY MISCELLANEOUS

00-1.01 PROJECT DESCRIPTION:

Emergency Road and Storm Drain Repair Work

Washington Street and Saddleback Road

Woodcrest Community

Project No. ZS5441A

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

In general, this project consists of repairing road and storm drain damage at the intersection of Washington Street and Saddleback Road located in the Woodcrest Community of Riverside County.

Work performed will be paid as force account work, as described in Section 9-1.04 of the Caltrans Standard Specifications and markup percentages as proposed by the contractor.

Repair work will include the following tasks:

1. Emergency work assessment meeting at project location,
2. Mobilization and demobilization,
3. Clearing and grubbing including removal of trees,
4. Roadway and exploratory excavation,
5. Shoring,
6. Repair and Replace Corrugated Metal Pipe as needed,
7. Water control,
8. Backfill excavated areas utilizing class 2 aggregate base and concrete slurry,
9. Slope stabilization,
10. Asphalt pavement and subgrade removal and replacement,
11. Road paving with Hot Mix Asphalt,
12. Disposal of excess excavation or unusable materials,
13. Traffic control (changeable message sign boards, road closure signs, delineators, etc.),
14. Additional work as necessary and as directed by the Engineer.

00-1.02 NOTICE:

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

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

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

00-1.03 TIME OF COMPLETION:

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

00-1.04 LIQUIDATED DAMAGES:

Water Pollution Control and WPCP

If the Contractor fails to comply with the requirements of Special Provisions Section 13, "Water Pollution Control", all referenced requirements in this section, and the approved Water Pollution Control Program, the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every working day after the expiration of 48 hours written notification from the Engineer.

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 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".

00-1.06 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:

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

1. 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.

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

Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

00-1.07 ~~ENCROACHMENT PERMIT:~~ (NOT USED)

00-1.08 ~~PROGRESS PAYMENT RESTRICTIONS:~~ (NOT USED)

00-1.09 ~~RECORD DRAWINGS:~~ (NOT USED)

00-1.10 COOPERATION:

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

Attention is directed to Section 5-1.36C "Nonhighway Facilities," of the Standard Specifications.

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

The Contractor shall communicate on a regular basis with the other Contractors, agencies, and utility companies responsible for the other work near vicinity of these projects.

When two or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

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

Payment

Full compensation for cooperating and coordinating with other Contractors shall be considered as included in the prices paid for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

00-1.11 ~~NOTICE TO PROPERTY OWNERS:~~ (NOT USED)

00-1.12 JOB SITE POSTERS:

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

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

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

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

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

The following is a list of required posters:

Document number	Poster Name	Note/ Comment
16429-I	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.
DFEH E07P(A)	Discrimination and Harassment in Employment are Prohibited by Law	Required in English and Spanish and for all projects.
DSLE 8	Payday Notice	Required for all projects.

Though not posters, but included in the listing above, are the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted at the job site.

Payment

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the prices paid for other force account items of work using the proposed markup percentages and no additional compensation will be allowed therefor.

00-1.13 OBSTRUCTIONS

Attention is directed to General Condition's item 28, "Obstructions".

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

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

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in

diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

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

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

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

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

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

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

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

Underground Service Alert

800-227-2600

Payment

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

00-1.14 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 compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

00-1.15 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

DIVISION I GENERAL PROVISIONS

2 BIDDING

Add to Section 2-1.06A:

Amendments to the 2018 Standard Specifications (Revised Standard Specifications) for this project, dated **October 15, 2021**, are incorporated herein. This document is available upon request at the office of the Department and will be available to the awarded Contractor.

5 CONTROL OF WORK

Replace section 5-1.26 Construction Survey with the following:

5-1.26 Construction Survey

5-1.26A General

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

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

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

5-1.26B Survey Request

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

5-1.26C Preserve Survey Stakes and Marks

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

6 CONTROL OF MATERIALS

6-2 QUALITY ASSURANCE

Add to section 6-2.01A, General:

The County performs the Quality Assurance (QA) requirements in Section 6-2 of the Standard Specifications or the County Quality Assurance Program (QAP) for verifying the Quality Control (QC) test results and acceptance of the work.

Full compensation for portable changeable message signs shall include all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing portable changeable message signs as directed by the Engineer shall be paid on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

12-4 MAINTAINING TRAFFIC

Add to Section 12-4.01 General:

MAINTAINING TRAFFIC:

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

If necessary, maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety" and Section 12, "Temporary Traffic Control" of the Standard Specifications and "Public Safety" of these Special Provisions.

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

13 WATER POLLUTION CONTROL

Replace section 13-2 Water Pollution Control Program with:

13-2.01 Water Pollution Control

13-2.01(A) General

WATER POLLUTION CONTROL (SANTA ANA REGION):

Throughout the term of this contract, the total land disturbance area of the project site shall be less than 1 acre.

The Contractor shall comply with the Area-Wide Municipal Stormwater Permit Order number R8-2010-0033 hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Santa Ana Region. This Permit regulate both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permits may be obtained at the office of the County of Riverside Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at:

<http://www.waterboards.ca.gov/santaana/> for Santa Ana Region Municipal Permit

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

The WPCP shall include Fact Sheets for all selected project BMPs.

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

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

Contractor's QSD must use the most current Caltrans's Water Pollution Control Program (WPCP) template. An electronic template prepared to assist construction contractors in their preparation of a Water Pollution Control Program (WPCP) is available at:

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

13-2.01(B) WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.
- B. Contractor's WPCP shall describe the Contractor's plan for managing run-on and runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based on Caltrans Construction Site BMP Manual (<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>). Contractor's WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.
- C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

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

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

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

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

4. Materials & Waste Management
 5. Non-Stormwater Discharge Management
 6. Run-on and Run-off Control
- E. Monitoring and Reporting: Observations and inspections conducted by the Contractor's Water Pollution Control Manager shall be documented on the Construction Site Inspection Checklist included in Contractor's WPCP. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection.

13-2.01(C) General Requirements

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

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

13-2.01(D) Submittals

At the direction of the Engineer, the Contractor shall submit one pdf. file of the WPCP to the Engineer for review and approval. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP and shall the Engineer to review the revisions. The Contractor shall submit two (2) copies of the approved WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP .

13-2.01(E) WPCP Implementation

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06, "Suspensions", of the Standard Specifications. The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

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

13-2.01(F) Additional Liquidated Damages:

Water Pollution Control and WPCP

If the Contractor fails to comply with the requirements of Special Provisions Section 13, "Water Pollution Control", all referenced requirements in this section, and the approved Water Pollution Control Program, the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every working day after the expiration of 48 hours written notification from the Engineer.

13-2.01(G) Payment

Full compensation to conform with the requirements of this section shall be paid on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include developing, preparing, revising, obtaining approval of, and amending the WPCP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, and as specified in the Caltrans Handbooks, Municipal Permit and these Special Provisions, and as directed by the Engineer.

Replace section 13-7.02 Street Sweeping with the following:

13-7.02 Street Sweeping

The following special provision regarding "Street Sweeping" is being added to the contract document.

13-7.02A GENERAL

13-7.02A(1) Summary

This work includes street sweeping.

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

13-7.02A(2) Submittals

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

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

13-7.02A(3) Quality Control and Assurance

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

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

13-7.02B CONSTRUCTION

13-7.02B(1) Street Sweepers

Sweepers must use one of these technologies:

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

13-7.02B(2) Operation

Street sweeping shall be conducted at:

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

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

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

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

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

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

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

Material collected during street sweeping must be removed and properly disposed of outside of the highway Right of Way.

Replace section 13-7.02D, Payment with the following:

13-7.02D Payment

Full compensation to conform with the requirements of this section shall be paid on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Therefore, no additional compensation will be allowed for street sweeping.

14 ENVIRONMENTAL STEWARDSHIP

14-2 CULTURAL RESOURCES

Add to Section 14-2.03, Archeological Resources:

ARCHAEOLOGICAL RESOURCES

14-2.03A General

Applies if cultural resources are discovered at the job site. Do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery.
2. Protect the discovery area
3. Notify the Engineer.

The Department will investigate. Do not move cultural resources or take them from the job site. Do not resume work within the discovery area until authorized.

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

In the event that any damage occurs to any cultural resource, the Contractor shall bear the full cost of resource damage evaluation and restoration, and such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

14-6 BIOLOGICAL RESOURCES

14-6.01 GENERAL

A Worker Environmental Awareness Program (WEAP) shall be implemented for work crews by a qualified biologist(s) prior to the commencement of construction activities and prior to site access by workers. Training materials and briefings may include but not be limited to, discussion of the Federal and California Endangered Species Acts, the MSHCP, the consequences of noncompliance with project permitting requirements, identification and values of special-status plant and wildlife species and sensitive natural plant community habitats, fire protection measures, and hazardous substance spill prevention and containment measures.

The County Department provides handout materials about the regulated species, their habitats, and protection measures.

The Contractor shall notify the Engineer 30 working days prior to beginning work disturbing structures, the ground or vegetation. A biological monitor shall be present for vegetation removal or ground-disturbing activities within riparian habitat known to support rare, threatened, endangered, or fully protected species.

A biological monitor will be provided by Riverside County staff.

14-6.03 SPECIES PROTECTION:

Add to Section 14-6.03B Bird Protection:

14-6.03B Bird Protection

Bird Protection shall conform to Section 14-6.03B "Bird Protection" of Standard Specifications, these Special Provisions and as directed.

Regulatory Requirements

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

Ground disturbance, tree, shrub and/or vegetation removal that occurs between February 15th and August 31st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. If an active nest is located, construction within 500 feet of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

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

Between February 15th and August 31st, the Contractor shall notify the Engineer 30 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between February 15th and August 31st

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

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 500 feet of the nests and notify the Engineer. Work shall

Between February 15th and August 31st, the Contractor shall notify the Engineer 30 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation February 15th and August 31st

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

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

Attention is directed to Section 8-1.06, "Suspensions" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

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

Before final inspection of the work, the Contractor shall clean the highway, material sites and all ground occupied by the contractor in connection with work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work site shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory and guide signs prior to formal acceptance by the director.

Add to the section 17-2.03D "Disposal of Material":

Before final inspection of the work, the Contractor shall clean the roadway, material sites and all ground occupied by the contractor in connection with work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory and guide signs prior to formal acceptance by the director.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Replace Section 17-2.04 with:

Payment

Full compensation for conforming to the requirements of this section shall be paid on a force account basis, in accordance with section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include all labor, equipment, materials and incidentals, for performing clearing and grubbing including but not limited to **removal and proper disposal of removal and proper disposal of plants, trees, tree stumps, tree roots, bushes, and any other material as directed by the Resident Engineer**, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

19 EARTHWORK

19-2 ROADWAY EXCAVATION

Add to Section 19-2.01 General:

Roadway Excavation

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

Roadway excavation shall include but not limited to:

- Sawcut of existing asphalt as directed by the Engineer
- Excavation and removal of existing asphalt concrete roadway to the depths as directed by the Engineer
- Moisture condition, grade and compaction of sub-grade to 95%
- Grading of any areas to drain to the nearest drainage facilities

Ground asphalt concrete shall not be used at the surface of shoulders.

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

Existing pavement, including any base material shall be cut back to neat lines and removed as shown on the plans or as directed by the Engineer. Excess material will become the property of the Contractor and will be disposed of as provided in Section 00-1.14, Disposal of Excess Excavation or Materials, of these Special Provisions.

Pavement and base material removal will be considered as roadway excavation for payment purposes.

Relative Compaction

Relative compaction shall conform to the provisions of Section 19-5.03B, "Relative Compaction (95 Percent)" of the Standard Specifications, these Special Provisions and/or as directed by the Engineer.

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

Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

Replace Section 19-3, Structure Excavation and Backfill, with:

19-3 STRUCTURE EXCAVATION AND BACKFILL

19-3 STRUCTURE EXCAVATION AND BACKFILL

19-3.01 GENERAL

19-3.01A Summary

Section 19-3 includes specifications for performing structure excavation and backfill.

Structure excavation includes:

1. Excavating foundations for structures, including trenches for culverts, slope protection, pipes, rods, deadmen, cutoff walls, and other facilities.
2. Placing structure backfill where compaction of the structure backfill is not required.
3. Control and removal of water
4. Installation and removal of facilities required to complete the work unless specified or allowed to remain in place

Structure excavation (Type A) includes excavation for footings where seal courses are shown.

Structure excavation (bridge) includes structure excavation not shown on the Bid Item List or plans as any other type of structure excavation.

Structure backfill (bridge) includes structure backfill not shown on the Bid Item List or plans as any other type of structure backfill.

Structure excavation (bridge) or structure backfill (bridge) includes structure excavation or structure backfill for bridges not described by type.

19-3.01B Definitions

Reserved

19-3.01C Submittals

19-3.01C(1) General

Reserved

19-3.01C(2) Cofferdams

Submit shop drawings for cofferdam construction. Include construction methods and calculations with the shop drawings. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

For cofferdams on or affecting railroad property, allow 85 days for review.

19-3.01C(3) Soldier Pile Walls

Submit shop drawings for soldier pile wall construction. Shop drawings must include:

1. Construction sequence
2. Traffic control
3. Method of soldier pile installation
4. Method of placing lagging
5. Excavation lift limits
6. Drilling and excavation equipment
7. Calculations showing soil stability at all stages of construction

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 10 days for review.

19-3.01C(4) Ground Anchor and Soil Nail Walls

Submit shop drawings for earthwork for each ground anchor wall and soil nail wall under section 46-1.01C(2).

19-3.01C(5) Test Results

Submit test results of any stability testing performed for ground anchor walls and soil nail walls as an action submittal.

19-3.01C(6) Controlled Low-Strength Material

If you propose using controlled low-strength material, submit a mix design. Include test data before excavating the trench where controlled low-strength material is to be used.

19-3.01D Quality Assurance**19-3.01D(1) General**

Reserved

19-3.01D(2) Stability Test for Ground Anchor and Soil Nail Walls

For soil nail walls, wall zones are specified in the special provisions.

For ground anchor walls, a wall zone is the entire wall.

If you use an excavation lift height greater than 5 feet or an exposure duration longer than 1 work shift, perform stability testing. Perform the testing before roadway excavation.

Perform at least 1 stability test within the limits of each wall zone.

Excavate a neat face at most 3 feet in front of the final wall face alignment. The excavated face must:

1. Have the height shown in the authorized shop drawings.
2. Be 20 feet long and parallel to the wall alignment with a constant height. You may excavate ramps outside the 20-foot section for construction access.
3. Be left open for the proposed exposure time shown in the authorized shop drawings.
4. Maintain its integrity without raveling, sloughing, or measurable displacement throughout the proposed exposure time.

After authorization of the test results, you may use the proposed excavation height within the tested wall zone for the observed exposure time.

If the Engineer determines the exposed excavated face is not maintaining its integrity, you must immediately stabilize the excavated face and perform additional stability testing.

Stability testing does not apply to ground-anchored soldier pile walls.

19-3.02 MATERIALS**19-3.02A General**

Reserved

19-3.02B Cofferdam

Interior dimensions of cofferdams must provide enough space inside the wales for (1) form construction, (2) pile driving, and (3) pumping of water from outside the foundation forms.

No shoring is allowed in cofferdams that would induce stress, shock, or vibration in the permanent structure.

19-3.02C Structure Backfill

Structure backfill must be free of organic or other unsatisfactory material.

The impervious backfill material must be an authorized earthy material. The sand equivalent requirement does not apply.

Structure backfill compacted to a relative compaction of at least 95 percent and material placed behind retaining walls must have a sand equivalent value of at least 20 and comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
3"	100
No. 4	35-100
No. 30	20-100

Except for material placed behind retaining walls, structure backfill compacted to a relative compaction of at least 90 percent must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
3"	100

Structure backfill for crib walls must comply with the requirements shown in the following tables:

Wall height (feet)	Type of backfill material	Thickness of each layer of material before compaction (feet)
<10	C, D, or E	1
10-25	D or E	2
>25	E	4

Backfill material type	Gradation		Sand equivalent (min)	Relative compaction (min, %)
	Sieve size	Percentage passing		
C	3"	100	--	90
D	3"	100	30	90
	No. 4	35-100		
E	3"	100	--	90
	No. 4	25-70		
	No. 50	5-20		
	No. 200	0-5		

19-3.02D Pervious Backfill Material

Pervious backfill material must consist of one or any combination of the following materials:

1. Gravel
2. Crushed gravel
3. Crushed rock
4. Natural sand
5. Manufactured sand

Pervious backfill material must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
2"	100
No. 50	0-100
No. 100	0-8
No. 200	0-4

The gradation for sacked pervious backfill material behind wall drain outlets must comply with the gradation specified for 1-1/2-by-3/4 inch primary aggregate in section 90-1.02C(4)(b).

A weep hole and geocomposite drain alternative must comply with section 68-7.

19-3.02E Slurry Cement Backfill

Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water.

The aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
1"	80-100
3/4"	60-100
3/8"	50-100
No. 4	40-80
No. 100	10-40

The cement must comply with section 90-1.02B(2) except testing is not required.

The water must be free from oils, salts, and other impurities that adversely affect the backfill.

Proportion slurry cement backfill by weight or volume. The backfill must contain at least 188 pounds of cement per cubic yard and enough water to produce a fluid workable mix that flows and can be pumped without segregation during placement.

Mix materials thoroughly by machine. Use a pugmill, rotary drum, or other authorized mixer. Mix until cement and water are thoroughly dispersed.

You may use slurry cement backfill as structure backfill only for pipe culverts.

19-3.02F Culvert Beddings

19-3.02F(1) General

Culvert beddings must be shaped bedding, sand bedding, or soil cement bedding.

If more than 1 type of bedding is allowed, use the same bedding for the entire length of the culvert.

19-3.02F(2) Sand Beddings

Sand bedding must consist of sand:

1. Free of clay or organic material
2. Suitable for the purpose intended
3. Complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 4	90-100
No. 200	0-5

19-3.02F(3) Soil Cement Beddings

Material and mixing requirements for soil cement bedding must comply with the specifications for slurry cement backfill in section 19-3.02E except:

1. It must contain at least 282 pounds of cement per cubic yard
2. Aggregate must not be commercial-quality concrete sand

19-3.02G Controlled Low-Strength Material

If authorized, controlled low-strength material may be used as structure backfill for pipe culverts unless the culvert has a diameter or span of more than 20 feet.

Controlled low-strength material must be a fluid workable mixture of aggregate, cement, and water.

Cement must be one of the following:

1. Cement complying with ASTM C150
2. Blended hydraulic cement complying with either of the following:
 - 2.1. ASTM C595
 - 2.2. Physical requirements in ASTM C1157

When tested under ASTM D4832, the controlled low-strength material must have a 28-day compressive strength:

1. From 50 to 100 psi for pipe culverts with 20 feet or less in height of cover
2. Of at least 100 psi for pipe culverts with over 20 feet in height of cover

Water must be free of oil, salts, and other impurities that adversely affect the backfill.

Aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
1"	80-100
3/4"	60-100
3/8"	50-100
No. 4	40-80
No. 100	10-40

Mix materials thoroughly by machine. A pugmill rotary drum or other authorized mixer must be used. Mix until cement and water are thoroughly dispersed.

Wherever controlled low-strength material is placed within the travelled way or covered by paving or embankment materials, the controlled low-strength material must achieve a maximum indentation diameter of 3 inches when tested under ASTM D6024 before covering and opening to traffic.

19-3.02H Concrete Backfill

19-3.02H(1) General

Reserved

19-3.02H(2) Steel Soldier Piles

Concrete backfill must:

1. Comply with section 90-1
2. Contain at least 505 pounds of cementitious material per cubic yard

Concrete backfill placed under slurry must comply with the requirements above and:

1. Comply with the combined aggregate gradation requirements of 1/2-inch or 3/8-inch maximum gradation as specified in section 90-1.02C(4)(d).
2. Have a slump of 7 to 9 inches. The nominal and maximum slump and penetration in section 90-1.02G(6) do not apply.

19-3.02I Lean Concrete Backfill

Lean concrete backfill must comply with the specifications for slurry cement backfill in section 19-3.02E except the aggregate must be commercial-quality concrete sand.

19-3.02J Filter Fabric

Filter fabric must be Class A.

19-3.03 CONSTRUCTION

19-3.03A General

Reserved

19-3.03B Structure Excavation

19-3.03B(1) General

Remove any material that comes into an excavation from outside the described limits.

Obtain the Engineer's acceptance of the completed structure excavation before placing any concrete or masonry.

When embankments must be constructed before culverts are placed, construct embankments to the specified height and for a distance on each side of the culvert location 5 times the culvert diameter or height before excavating for and installing culverts. Where embankments are constructed on a steep slope or at a difficult location, the Engineer may modify embankment heights before culverts are installed.

Change order work includes:

1. If structure excavation is more than 0.5 foot from the depth shown and you request an adjustment for the increased depth
2. The Engineer orders an adjustment for a decreased depth

19-3.03B(2) Soldier Pile Walls

Excavate for and construct soldier pile walls in lifts from the top down.

Excavate in a way that minimizes voids requiring backfill behind the lagging.

Do not excavate more than 3 feet below any level of ground anchors that have not been stressed and grouted.

The Engineer determines whether boulders or portions of boulders that interfere with lagging must be removed. Perform any additional earthwork ordered. The additional earthwork is change order work.

Complete placing lagging to the full height of the exposed excavation face by the end of the work shift.

19-3.03B(3) Pier Column Excavation

Reserved

19-3.03B(4) Cofferdams

Cofferdams for foundation construction must be (1) carried below the bottom of footings, (2) braced, and (3) made as watertight as practicable.

You may construct the cofferdam large enough to provide clearance to perform the work.

Right or enlarge a cofferdam tilted or moved out of position during sinking to provide the required clearance and proper pier location.

In tidal waters or in streams that may flood, vent cofferdam walls at low water elevation to ensure equal hydrostatic head inside and outside the cofferdam when placing and setting seals.

Cross struts or bracing may extend through foundation concrete if authorized. Struts or bracing below low water may remain in place except in navigable streams or when specified to be removed. Remove struts or bracing above low water. Fill resulting spaces with the same type of concrete as the surrounding concrete.

Remove cofferdams to at least 2 feet below the streambed after completing substructure construction. Do not disturb or mar the finished concrete or masonry.

19-3.03B(5) Water Control and Foundation Treatment

Select the method to remove and control water at excavations where seal courses are not shown. Methods may include well point systems, pumping sumps, cofferdams, or concrete seal courses. If you construct a seal course comply with section 51-1.03D(3) except:

1. Seal course thickness requirement does not apply for a spread footing
2. Curing requirements do not apply for a pile footing

Where concrete seal courses are shown, use a cofferdam, concrete seal course, and dewatering pumps. Place seal course concrete under section 51-1.03D(3).

If no piles are used and footing concrete, culverts, or other structures are placed on an excavated surface other than rock:

1. Perform excavation without disturbing foundation material. Dewater the excavation if groundwater is encountered and no seal course is used. Continue dewatering activities before and during subsequent excavation. Foundations must be free of water when footing concrete or pipes are placed. Continue dewatering activities as required to prevent damage to the work.
2. If foundation material is disturbed by excavation activities, damaged by water, or removed for your convenience in dewatering, restore the foundation to a condition at least equal to the undisturbed foundation. To replace damaged or removed foundation material for culverts, use Class 2 AB that complies with section 26. Compact the base as specified for structure backfill in section 19-3.03E.

If the Engineer determines the undisturbed original material of the excavation is unsuitable, correct it as ordered. This work is change order work.

If footing concrete or masonry is placed on rock, fully uncover the rock and remove the surface to sound rock. Level or cut the rock to steps and then roughen it.

Pressure grout or treat seams in rock as ordered. This work is change order work.

If you encounter solid rock or other unyielding material when excavating for a culvert other than an arch culvert, remove 1 to 5 feet of the material below the bottom of the culvert not to exceed a depth of 1/24 of the height of the embankment above the top of the culvert.

Backfill the resulting space below the culvert using structure backfill under section 19-3.03E. Excavating and backfilling below the planned elevation of the bottom of the culvert is change order work.

For footings on piles, excavate to the bottom of footings before driving piles or drilling for piling. If swell or subsidence results from pile driving, excavate or backfill the footing area to the grade of the bottom of the footing. If the material under footings would mix with footing concrete or would not support the weight of wet concrete, replace the material with suitable material, install soffit forms, or provide a platform using authorized means on which to cast the footing.

19-3.03C–19-3.03D Reserved

19-3.03E Structure Backfill

19-3.03E(1) General

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures or drainage facilities. Backfill layer thickness must not exceed 0.67 foot before compacting. If you perform compaction by ponding and jetting, the thickness of the backfill layer must not exceed 4 feet.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.

Do not place structure backfill until footings or other parts of structures or drainage facilities are authorized. Do not place backfill against the back of abutments, retaining walls, or outside walls of CIP concrete structures until the concrete has attained a compressive strength of at least 2,500 psi or the concrete has been in place for 28 days.

Place backfill inside bridge wingwalls and abutments before railings on wingwalls are constructed.

Compaction by ponding and jetting may be authorized under the following conditions:

1. Backfill material is self-draining when compacted
2. Foundation materials will not soften or be damaged by water
3. Structures will not be damaged by hydrostatic pressure

Ponding and jetting of the upper 4 feet below finished grade is not allowed. Perform work without damaging the structure or embankment and such that water is not collected and confined. Supplement ponding and jetting with vibratory or other compaction equipment.

Compact structure backfill to a relative compaction of at least 95 percent except you may compact structure backfill to a relative compaction of at least 90 percent at the following locations:

1. Overside drains
2. Footings for slope protection, slope paving, and aprons
3. Headwalls, endwalls, and culvert wingwalls
4. Retaining walls, except for portions under any surfacing
5. Inlets in median areas or in traffic interchange loops
6. Footings and pumping plants not beneath surfacing

At locations where ordered, place a compacted impervious backfill material for:

1. Outer 2-foot portion of structure backfill adjacent to inlets and outlets for pipes and culverts
2. Structure backfill placed within 2 feet of finished grade at abutments, abutment wingwalls, retaining walls, and other portions of structures

Structure backfill placed at bridge supports in waterways and water channels not beneath any embankment, pavement, or slope protection:

1. Does not need to be compacted
2. Must be placed to the level of original ground or finished grade shown

Any material you place outside the excavation pay limits material must comply with the material and compaction requirements of the adjacent structure backfill.

If imported borrow is shown on the Bid Item List, you may use imported borrow as structure backfill if it complies with the specifications for structure backfill.

Place material from structure excavation not used as structure backfill in roadway embankments under section 19-6 or disposed of it under section 19-2.03B.

19-3.03E(2) Reserved

19-3.03E(3) Soldier Pile Walls

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized compaction method.

In fill areas behind the lagging, key the structure backfill into the existing or excavated back slope.

Place and compact the backfill behind the lagging at least 5 feet above the level of ground anchors before drilling for the anchors. Place and compact the remaining backfill behind the lagging after the anchors are grouted.

If filter fabric is shown behind the lagging:

1. Immediately before placing the filter fabric, remove any loose or extraneous material and sharp objects from the surface to receive the filter fabric.

2. Handle and place the filter fabric under the manufacturer's instructions. Stretch, align, and place the fabric without wrinkling.
3. Stitch the adjacent borders of filter fabric or overlap the adjacent borders by 12 to 18 inches. If stitching the border, use yarn of a (1) contrasting color and (2) a size and composition complying with fabric manufacturer's instructions. Use from 5 to 7 stitches per inch of seam.
4. Repair any damaged filter fabric by (1) placing a piece of filter fabric large enough to cover the damaged area and (2) complying with the overlapping or stitching requirements.

19-3.03F Slurry Cement Backfill

Place slurry cement backfill within 1 hour of mixing. Place it in a uniform manner that prevents (1) voids or segregation of the backfill and (2) floating or shifting of the culverts. Remove foreign material that falls into trenches.

Do not backfill over or place material over slurry cement backfill until at least 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

If slurry cement backfill is used for structure backfill, you may reduce the excavation width such that the clear distance between the outside of the pipe and the side of the excavation on each side of the pipe is at least (1) 6 inches for pipes 42 inches or less in diameter or span and (2) 1 foot for pipes over 42 inches in diameter or span.

Place slurry cement backfill only for that portion of structure backfill (1) below the original ground or grading plane or (2) below the top of the embankment placed before excavating for the culvert pipe. Compact earth plugs at each end of the pipe before placing the backfill to completely contain slurry in the pipe trench.

19-3.03G Pervious Backfill Material

Place pervious backfill material in layers along with and by the same methods specified for structure backfill. Pervious backfill material at the same location must have approximately the same gradation. Cover pervious backfill material at locations exposed to erosion with a 1-foot layer of an authorized earthen material.

19-3.03H Culvert Bedding

Shape trench beds to fit the bottom of the culvert and to provide uniform support along the entire culvert length. You may excavate the trench below the bottom of the culvert and construct shaped bedding by backfilling and compacting the backfill material. Shape beds using a template conforming to the outside shape of the culvert and guided by headers set parallel to the culvert grade. Headers may be left in place. Place soil cement bedding as specified for slurry cement backfill in section 19-3.03F except do not backfill over soil cement bedding until 8 hours after placement.

19-3.03I Controlled Low-Strength Material

If a controlled low-strength material is used for structure backfill, you may reduce the excavation width such that the clear distance between the outside of the pipe culvert and the side of the excavation on each side of the pipe culvert is at least:

1. 6 inches for pipe culverts with either of the following conditions:
 - 1.1. 20 feet or less in height of cover
 - 1.2. 42 inches or less of diameter or span
2. 1 foot for pipe culverts with either of the following conditions:
 - 2.1. Over 20 feet in height of cover
 - 2.2. Over 42 inches in diameter or span

Place controlled low-strength material only for that portion of structure backfill (1) below the original ground or grading plane or (2) below the top of the embankment that is placed before excavating for the pipe. Compact earth plugs at each end of the pipe culvert before placing the backfill to completely contain slurry in the pipe culvert trench.

For trenches in existing pavement, place controlled low-strength material no higher than the bottom of the existing pavement's permeable drainage layer. Where a drainage layer does not exist, place the material no higher than 1 inch below the bottom of the existing asphalt concrete surfacing or no higher than the top of the base below the existing concrete pavement.

For rigid pipe culverts, the minimum height of controlled low-strength material relative to the pipe culvert invert must be 0.5 times the pipe culvert diameter or height.

For flexible pipe culverts, the minimum height of controlled low-strength material must be 0.7 times the pipe culvert diameter or height.

19-3.03J Soldier Pile Walls

Where necessary to install lagging, remove lean concrete backfill from drilled holes and in front of pile.

19-3.03K Ground Anchor and Soil Nail Walls

For ground anchor and soil nail walls excavate in lifts from the top down.

Clean the excavated face of loose materials, mud, rebound, and other materials that prevent or reduce the shotcrete from bonding to soil nails and the receiving surface.

Remove cobbles, boulders, portions of boulders, and debris at the final wall alignment that protrude more than 2 inches from the excavated face.

If stability testing is not performed, apply the shotcrete facing during the same work shift that the excavation is performed. You may delay placing the shotcrete facing up to 24 hours if you demonstrate the integrity of the excavated face is maintained.

Notify the Engineer immediately if raveling or instability of the excavated face occurs or the wall face moves horizontally more than 0.4 percent of the excavated wall height.

Immediately stabilize unstable areas by buttressing the excavated face with an earth berm or other authorized methods. Stop construction in unstable areas. Take authorized remedial measures to stabilize the areas.

Reset anchor if soil ravel, sloughs, or shows measurable displacement. Do not remove ground anchor excess tendon length until all lift-off tests for the ground anchor are complete.

Replace any damaged soil nails and ground anchors.

If your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

Do not excavate to the next underlying excavation lift until the following conditions have been met for the portion of the soil nail or ground anchor wall in the current excavation lift:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing if shown is constructed.
3. Grout and shotcrete have cured for at least 72 hours.
4. Soil nail facing anchorages are attached or ground anchors are locked off.

Do not excavate beyond the horizontal limits of the overlying completed wall section. At the end of each excavation lift, maintain temporary slopes flatter than 2:1 (horizontal: vertical) to ensure slope stability.

19-3.04 PAYMENT

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

AA

DIVISION V SURFACINGS AND PAVEMENTS
39 ASPHALT CONCRETE

Replace section 39-2 HOT MIX ASPHALT with the following:

39-2.01 Hot Mix Asphalt

This work includes producing and placing Type A Hot Mix Asphalt (HMA) **Type A**. Comply with the specifications for HMA under Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions. All other requirements of Section 39 shall apply unless otherwise modified or replaced in these Special Provisions.

The type of hot mix asphalt will be shown on the plans or specified in the Special Provisions.

39-2.01(1a) Material

39-2.01(1a.1) Prime Coat

Liquid asphalt for prime coat shall be Grade SC-70. Prime coat shall be applied only to those areas designated by the Engineer. The application rate shall be 0.20 gallon per square yard of surface covered. The exact rate and number of applications will be determined by the Engineer.

39-2.01(1a.2) Tack Coat

Asphaltic emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsion" of the Standard Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer. Grade SS1h shall be used if not otherwise specified. Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated in the Special Provisions. The application rate shall be from 0.02 to 0.10 gallon per square yard of surface covered. The exact rate and number of applications will be determined by the Engineer. Application of tack coat shall meet the provisions in Section 39-2.01C(3)(f) of the Standard Specifications.

39-2.01(1a.3) Asphalt Binder

Performance grade (PG) asphalt binder shall conform to the provisions of Section 92, "Asphalt Binders" of the Standard Specifications.

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at the State of California Department of Transportation's METS web site.

The grade for asphalt binder shall be **PG 64-10**.

39-2.01(1a.4) Aggregate

Aggregate shall be clean and free from decomposed materials, organic material, and other deleterious substances.

The aggregate gradation for Type A HMA shall be within the target value (TV) limits for the specified sieve sizes shown in the following tables.

**Aggregate Gradation
(Percentage Passing)**

1-inch Type A HMA

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	88–93	TV ± 5
1/2"	72–85	TV ± 6
3/8"	55–70	TV ± 6
No. 4	35–52	TV ± 7
No. 8	22–40	TV ± 5
No. 30	8–24	TV ± 4
No. 50	5–18	TV ± 4
No. 200	3.0–7.0	TV ± 2

3/4-inch Type A HMA

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	90–100	TV ± 5
1/2"	70–90	TV ± 6
No. 4	45–55	TV ± 7
No. 8	32–40	TV ± 5
No. 30	12–21	TV ± 4
No. 200	2.0–7.0	TV ± 2

1/2-inch Type A HMA

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	95–99	TV ± 6
3/8"	75–95	TV ± 6
No. 4	55–66	TV ± 7
No. 8	38–49	TV ± 5
No. 30	15–27	TV ± 4
No. 200	2.0–8.0	TV ± 2

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

Aggregate Quality Requirements

Quality Characteristic	Test Method	HMA Type	
		HMA-A	RHMA-G
Percent of crushed particles ^a	CT 205		
Coarse aggregate (% min.)			
One fractured face		90	--
Two fractured faces		75	90
Fine aggregate (Passing No. 4 sieve and retained on No. 8 sieve.) (% min)	CT 211		
One fractured face		70	70
Los Angeles Rattler (% Max.) ^a	CT 211		
Loss at 100 rev.		12	12
Loss at 500 rev.		45	40
Sand equivalent ^{a, b} (min.)	CT 217	47	47
Fine aggregate angularity (% min.) ^{a, c}	CT 234	45	45
Flat and elongated particles (% max. by weight @ 5:1.) ^a	CT 235	10	10

Note:

^a Combine aggregate in the JMF proportions.

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

^c The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

39-2.01(1a.5) Reclaimed Asphalt Pavement

The use of reclaimed asphalt pavement (RAP) in Type A HMA production may be substituted in a quantity up to 15 percent of the aggregate blend in the base course (bottom layer) only. RAP will not be allowed in the surface course.

39-2.01(1b) Hot Mix Asphalt Mix Design

The HMA mix design shall conform to the provisions of this Section. The mix design process shall consist of performing California Test 367 and laboratory procedures in combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. The results shall become the proposed job mix formula (JMF).

The Contractor shall submit records of aggregate quality and mix design data. Test data shall be within one year from the last test performed.

The Contractor shall submit the HMA mix design using the "COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, CONTRACTOR JOB MIX FORMULA PROPOSAL" form to present the JMF. Formats other than the referenced form will not be accepted. See Appendices for the JMF form.

The final JMF shall be signed and stamped by a Civil Engineer registered in the State of California.

If any adjustment is made to the final JMF, a new mix design will be performed and a new JMF will be submitted.

The HMA mix design shall comply with the following requirements:

Mix Design Requirements

Quality characteristic	Test method	HMA Type	
		HMA-A	RHMA-G
Air void content (%)	CT 367	4.0 5.0 for 1-inch aggregate	--
Voids in mineral aggregate (% min.)	CT 367		
No. 4 grading		17.0	--
3/8" grading		15.0	--
1/2" grading		14.0	18.0–23.0 ^a
3/4" grading		13.0	18.0–23.0 ^a
1" grading			
with NMAS = 1"		13.0	--
with NMAS = 3/4"		14.0	--
Voids filled with asphalt (%)	CT 367		Note c
No. 4 grading		76.0–80.0	
3/8" grading		73.0–76.0	
1/2" grading		65.0–75.0	
3/4" grading		65.0–75.0	
1" grading		60.0–70.0	
Dust proportion	CT 367		Note c
No. 4 and 3/8" gradings		0.9–2.0	
1/2" and 3/4" gradings		0.6–1.3	
1" grading		0.6–1.2	
Stabilometer value (min.) ^b	CT 366		
No. 4 and 3/8" gradings		30	--
1/2" and 3/4" gradings		37	23
1" grading		37 ^d	--
		(Modified) 35 ^e	

^a Voids in mineral aggregate for RHMA-G must be within this range.

^b California Test 304, Part 2.13.

^c Report this value in the JMF submittal.

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

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

39-2.01(1c) Certifications

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF shall be qualified under the State of California Department of Transportation's Independent Assurance Program.

Before production of HMA, the HMA plant must have a current qualification under the State of California Department of Transportation's Materials Plant Quality Program.

39-2.01(1d) Construction

Construction of HMA shall be in conformance with the provisions of Section 39-2.01C, "Construction" of the Standard Specifications and these Special Provisions. Construction of RHMA shall be in conformance with the provisions of Section 39-2.03C, "Construction" of the Standard Specifications and these Special Provisions.

39-2.01(1d.1) Lift Thickness

Type A HMA shall comply with the aggregate gradation requirements and shall be spread and compacted in the number of layers of the thicknesses indicated in the following table:

HMA-A Lift Thickness and Aggregate Gradation Requirements

Pavement Thickness Shown on Plans	No. of Layers ^a	Gradation
0.12 ft to less than 0.20 ft	1 ^b	1/2 inch
0.20 ft to less than 0.25 ft	1	3/4 inch
0.25 ft or greater	2 or more ^c	3/4 inch or 1 inch

^a Top layer shall not contain RAP in the HMA mix. Bottom and all other lower layers may contain up to 15 percent RAP in the HMA mix.

^b When placing in multiple lifts, each layer shall not be less than 0.15 foot.

^c One layer of 0.25 foot for the 3/4 inch or one layer of 0.35 foot for the 1 inch may be placed as approved by the Engineer.

39-2.01(1d.2) Sampling

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

The sampling device shall include a valve:

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

The Contractor shall replace failed valves.

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

39-2.01(1d.3) Control of Materials

All proposed materials for use in HMA shall be furnished in conformance with the provisions of Section 6, "Control of Materials" of the Standard Specifications and this Section. All materials to be used in producing the hot mix asphalt shall be supplied from a single source for each material unless approved by the Engineer. Materials to be used in HMA will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge sample of materials as may be required.

The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The Contractor shall assure that the Engineer has free access or entry at all times to the material or production of the material to be inspected, sampled, and tested. It is understood that the inspections and tests made at any point shall, in no way, be considered as a guaranty of acceptance of the material nor continued acceptance of the material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Engineer shall not relieve the Contractor of responsibility for quality control.

All materials which the Engineer has determined defective or do not conform to the requirements of the plans and specifications will be rejected whether in place or not. Under the provisions of this Section, the Engineer will have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

39-2.01(1d.4) Utility Covers

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

The Contractor shall lower manholes and valves when and as necessary for the protection of the traveling public during construction and shall coordinate all work on said facilities with the owning utility companies. Final adjustment to grade will be the responsibility of the owning utility company, except as provided herein.

39-2.01(1d.5) Placing HMA

Asphalt paving equipment shall be in conformance with the provisions of Section 39-2.01C(2), "Spreading and Compacting Equipment" of the Standard Specifications. Spreading and Compacting shall be in accordance with this Section and the provisions in Section 39-2.01C, "Construction" of the Standard Specifications. Construction of RHMA shall be in conformance with the provisions of Section 39-2.03C, "Construction" of the Standard Specifications.

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

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

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

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-2.01C, "Construction" of the Standard Specifications or elsewhere in these Special Provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

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

39-2.01(1d.6) Contractor Quality Control

39-2.01(1d.6a) Quality Control Plan

The contractor shall submit a quality control plan with the proposed HMA type and mix design in accordance with Section 39-2.01A(3)(c), "Quality Control Plan" of the Standard Specifications.

39-2.01(1d.6b) HMA Production

The HMA production shall comply with the provisions of Section 39-2.01B(8) of the Standard Specification and the provisions of these Special Provisions. The RHMA production shall comply with the provisions of Section 39-2.03B(5) of the Standard Specification and the provisions of these Special Provisions.

39-2.01(1d.6c) Quality Control Testing

The Contractor shall perform quality control sampling and testing at the specified frequency for the quality characteristics shown in the following table:

Quality Control Testing Requirements

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type	
			HMA-A	RHMA-G
Aggregate gradation ^a	CT 202	1 per 750 tons and any remaining part	JMF ± Tolerance ^b	JMF ± Tolerance ^b
Sand equivalent (min) ^c	CT 217		47	47
Asphalt binder content (%)	CT 379 or CT 382		JMF ± 0.45	JMF ± 0.50
HMA moisture content (% max)	CT 226 or CT 370	1 per 1,500 tons but not less than 1 per paving day	1.0	1.0
Percent of maximum theoretical density (%) ^{d, e}	QC plan	2 per day's production (min.)	91–97	91-97
Stabilometer value (min) ^{c, f} No. 4 and 3/8" gradings 1/2" and 3/4" gradings 1" grading	CT 366	One per 3,000 tons or 2 per 5 business days, whichever is greater	30 37 37	23 --
Air void content (%) ^{c, g}	CT 367		4 ± 2 5 ± 2 for 1-inch aggregate	TV ± 2
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^h	CT 226 or CT 370	2 per day during production	--	--
Percent of crushed particles coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	CT 205	As designated in the QC plan. At least once per project.	90 75 (90 for 1-inch aggregate)	-- 90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	CT 211		70 (90 for 1-inch aggregate)	70
Flat and elongated particles (% max by weight @ 5:1)	CT 235		12 45 (40 for 1-inch aggregate)	12 40
Fine aggregate angularity (% min)	CT 234		Report only (10 for 1-inch aggregate)	Report only
Voids filled with asphalt (%) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading 1" grading	CT 367		76.0–80.0 73.0–76.0 65.0–75.0 65.0–75.0 60.0–70.0	Report only

Voids in mineral aggregate (% min) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading 1" grading	CT 367		17.0 15.0 14.0 13.0 13.0	18.0-23.0 ^j 18.0-23.0 ^j
Dust proportion ^l No. 4 and 3/8" gradings 1/2" and 3/4" gradings 1" grading	CT 367		0.9-2.0 0.6-1.3 0.6-1.3	Report only
Smoothness	Special Provision 39-2.01 (1c.10)	--	12-foot straight-edge, must grind, and PI ₀	12-foot straight-edge, must grind, and PI ₀
Asphalt rubber binder viscosity @ 350°F, centipoises	Section 39-2.03B(3)	Section 39-2.03A (4)(C)(ii)	--	1,500-4,000
Asphalt modifier	Section 39-2.03B(3)	Section 39-2.03A (4)(C)(ii)	--	Section 39-2.03B(3)
CRM	Section 39-2.03B(3)	Section 39-2.03A (4)(C)(ii)	--	Section 39-2.03B(3)

^a Determine combined aggregate gradation containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-2.02B(4)(b) for HMA and section 39-2.03B(4)(b) for RHMA.

^c Report the average of 3 tests from a single split sample.

^d Required for HMA-A and RHMA-G if the specified paved thickness is at least 0.15 foot.

^e Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^f California Test 304, Part 2.13.

^g Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^h For adjusting the plant controller at the HMA plant.

ⁱ Report only if the adjustment for the asphalt binder content TV is less than or equal to ± 0.3 percent from OBC value.

^j Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement.

39-2.01(1d.6d) Density Cores

The Contractor shall take 4- or 6-inch diameter density cores from each 500 tons of HMA produced.

The location of the density cores shall be randomly selected by the Engineer and shall be performed in the Engineer's presence. Density holes shall be backfilled and compacted with material approved by the Engineer. Density cores shall be marked with the density core's location and layer number and shall be placed in a protective container. If a density core is damaged, it shall be replaced and re-cored within 1 foot longitudinally from the original density core.

39-2.01(1d.6e) Compaction

Contractor shall determine the in-place density and relative compaction of HMA pavement in accordance with the procedures of California Test 375. The Contractor shall use California Test 308, Method A, in determining in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density by the Nuclear Density Device." The Contractor shall use California Test 309 to determine the maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density" and shall be at the frequency specified for Test Maximum Density under California Test 375, Part 5D. Relative compaction is required for HMA, and shall be reported at various pave thicknesses as listed in the following table:

HMA Relative Compaction Requirements

HMA Type	Minimum Pave Thickness (ft)	Relative Compaction (%)
HMA-A, (3/4-inch & 1-inch)	0.15	91-97

39-2.01(1d.7) Acceptance Criteria

The Engineer shall accept HMA based on compliance with the in place HMA quality requirements shown in the following table:

HMA Acceptance In Place

Quality characteristic	Test method	HMA Type				
		HMA-A	RHMA-G			
Aggregate gradation^a	CT 202	JMF ± tolerance ^c	JMF ± tolerance ^c			
Sieve				3/4"	1/2"	3/8"
1/2"				X ^b		
3/8"					X	
No. 4						X
No. 8				X	X	X
No. 200	X	X	X			
Sand equivalent (min) ^d	CT 217	47	47			
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.50			
HMA moisture content (% max)	CT 226 or 370	1.0	1.0			
Percent of maximum theoretical density (%) ^{e, f}	CT 375	91–97	91–97			
Stabilometer value (min) ^{d, g}	CT 366					
No. 4 and 3/8" gradings		30	--			
1/2" and 3/4" gradings		37	23			
1" grading		37	--			
Air void content (%) ^{d, h}	CT 367	4 ± 2	TV ± 2			
Percent of crushed particles	CT 205					
Coarse aggregate (% min)						
One fractured face		90	--			
Two fractured faces		75 (90 for 1-inch aggregate)	90			
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.)						
One fractured face	70 (90 for 1-inch aggregate)	70				
Los Angeles Rattler (% max)	CT 211					
Loss at 100 rev.		12	12			
Loss at 500 rev.		45 (40 for 1-inch aggregate)	40			
Fine aggregate angularity (% min)	CT 234	45	45			
Flat and elongated particles (% max by weight @ 5:1)	CT 235	Report only	Report only			
Voids filled with asphalt (%) ⁱ	CT 367					
No. 4 grading		76.0–80.0	Report only			
3/8" grading		73.0–76.0				
1/2" grading		65.0–75.0				
3/4" grading		65.0–75.0				
1" grading	60.0–70.0					
Voids in mineral aggregate (% min) ⁱ	CT 367					
No. 4 grading		17.0	--			
3/8" grading		15.0	--			
1/2" grading		14.0	18.0–23.0 ^j			
3/4" grading		13.0	18.0–23.0 ^j			
1" grading	13.0					
Dust proportion ⁱ	CT 367					
No. 4 and 3/8" gradings		0.9–2.0	Report only			
1/2" and 3/4" gradings		0.6–1.3				
1" grading	0.6–1.3					

Smoothness	Special Provision 39-2.01 (1c.10)	12-foot straight-edge, must grind, and P ₁₀	12-foot straight-edge, must grind, and P ₁₀
Asphalt binder	Various	Section 92	Section 92
Asphalt rubber binder	Various	--	Section 92-1.01D(2) and Section 39-2.03B(3)
Asphalt modifier	Various	--	Section 39-2.03B(3)
CRM	Various	--	Section 39-2.03B(3)

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in section 39-2.02B(4)(b) for HMA Type A and section 39-2.03B(4)(b) for RHMA-G.

^d The Engineer reports the average of 3 tests from a single split sample.

^e The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375, except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

^f The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^g California Test 304, Part 2.13.

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ Report only if the adjustment for the asphalt binder content TV is less than or equal to ± 0.3 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form.

^j Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than 750 tons or 1 day's production, whichever is less.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. Take samples and split each sample into 4 parts in the Engineer's presence. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement.

39-2.01(1d.8) HMA Acceptance and Payment Factor

The Engineer shall sample for acceptance testing and test for quality characteristics as specified in these Special Provisions. The Engineer shall determine the percent of maximum theoretical density from the average density of 3 density cores taken by the Contractor from every 500 tons of production or part thereof divided by the maximum theoretical density.

If the percent of maximum theoretical density does not comply with specifications, the Engineer shall determine a deduction using the following reduced payment factors:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA-A percent of maximum theoretical density	Reduced payment factor	HMA-A percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

39-2.01(1d.9) Pavement Smoothness

The asphalt pavement smoothness shall conform to the provisions in Section 36-3, "Pavement Smoothness" of the Standard Specifications and these Special Provisions.

Pavement smoothness shall be tested using an inertial profiler except a 12-foot straightedge shall be used for the following conditions:

1. Pavement with a total thickness less than 0.24 foot
2. Pavement on horizontal curves with a centerline curve radius of less than 1,000 feet and pavement within the superelevation transition on those curves
3. Pavement placed in a single lift when required by the Special Provisions
4. Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-2.01C(8), "Leveling" of the Standard Specifications
5. Pavement for ramps and connectors with steep grades and high rates of superelevation, as determined by the Engineer
6. Areas within 12.5 feet of manholes
7. Shoulders and miscellaneous areas

Where inertial profiler is required, the profiling operation shall conform to California Test 387 and the smoothness requirements in Section 36-3. Asphalt concrete pavement profiled shall conform to the following surface requirements:

1. Surface shall have no areas of localized roughness with an International Roughness Index (IRI) greater than 160 in/mi.
2. Surface shall comply with the Mean Roughness Index requirements shown in the following table for a 0.1 mile section:

HMA Thickness	Mean Roughness Index Requirement
>0.25 foot	60 in/mi or less
≤0.25 foot	75 in/mi or less

The pavement surfaces for smoothness shall be accepted based on compliance with the smoothness specifications for the type of pavement surface specified.

For areas that require pavement smoothness using a straightedge, the pavement surface shall not vary from the lower edge of the straightedge by more than:

1. 0.01 foot when the straightedge is laid parallel with the centerline
2. 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

For areas that require pavement smoothness using an inertial profiler, the International Roughness Index values for each 0.1-mile section shall be within 10 percent of the International Roughness Index specified value. The inertial profiler equipment and operator shall maintain current calibration and certification and shall be available when requested by the Engineer.

Areas of the asphalt concrete pavement surface that do not meet the specified surface tolerances shall be corrected by grinding. When an inertial profiler is used, a corrective grinding plan shall be submitted prior to performing corrective grinding for areas of localized roughness or areas exceeding the specified thresholds for the Mean Roughness Index. For pavement smoothness measured with a straightedge, a list of the areas requiring smoothness correction shall be submitted prior to performing corrective grinding. Areas which have been subjected to grinding and represent more than 25 percent of the total pavement surface profiled shall receive a slurry seal. Areas subjected to grinding but represent 25 percent or less of the total pavement surface profiled shall receive a fog seal. Ground areas which cannot be brought into specified tolerance by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete.

Ground areas shall be neat rectangular areas of uniform surface appearance and shall receive the respective seal coat prior to acceptance of the work. The limit of the respective seal (length and width) shall be directed by the Engineer.

39-2.01(1e) Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

AA

DIVISION VII DRAINAGE FACILITIES

66 CORRUGATED METAL PIPE

Add to Section 66-1.02E, Corrugated Steel Pipe:

Corrugated steel pipe and pipe arches shall conform to the provisions in Section 61, General, and Section 66, "Corrugated Metal Pipe" of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Band coupler for connecting existing pipe to new pipe shall be not less than twelve inches (12") in width.

Payment:

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed; and shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including all hardware, grading and disposing of any excess soil material resulting from the grading of flow line, remove and salvaging and reconnecting existing flared end section to the end of the new CSP, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer no additional compensation will be allowed therefor.

71 EXISTING DRAINAGE FACILITIES

Replace Section 71-3, Rehabilitate Drainage Structures, with:

71-3 REHABILITATE DRAINAGE STRUCTURES

71-3.01 GENERAL

71-3.01A General

71-3.01A(1) Summary

Section 71-3 includes specifications for cleaning and preparing, inspecting and evaluating, repairing, rehabilitating, and reinspecting culverts.

Storm drains, pipes, conduit, risers, downdrains, median drainage inlets, and underdrains are included in the work under section 71-3 if they are attached to the culvert.

Repair as described. Repairing includes:

1. Filling voids below and around the exterior of the culverts
2. Restoring culvert openings
3. Smoothing protrusions inside culverts

Rehabilitate as described. Rehabilitating includes:

1. Filling voids below and around culverts
2. Paving culvert inverts
3. Installing pipeliners inside culverts

For a miscellaneous drainage component with *alternative* in the bid item description, choose from the types of the component shown. Do not mix different types of the same component in the same location.

71-3.01A(2) Definitions

alternative pipeliner: Bid items used where more than one type of pipeliner is shown for a given culvert.

annular space: Space or void between the outside wall of the pipeliner and the inside wall of a culvert.

lateral pipe opening: Opening in a culvert for a connecting pipe or drain of any kind.

service opening: Opening in a culvert for maintenance, repair, inspection, or cleaning.

wastewater: Water and contaminants generated by culvert rehabilitation.

waterway: Existing drainage system, including surface water, tributaries, and groundwater.

71-3.01A(3) Submittals

Reserved

71-3.01A(4) Quality Assurance

71-3.01A(4)(a) General

Use an authorized laboratory with staff experienced and capable of conducting the specified testing.

Your staff that performs inspections must be trained and experienced in locating defects, breaks, and obstacles.

71-3.01A(4)(b) Preconstruction Meetings

71-3.01A(4)(b)(i) Prehabilitation Meeting

Before starting cleaning and preparation work, you must schedule and attend a prehabilitation meeting with the Engineer. Include any subcontractors, manufacturers and other parties involved in the culvert work. Provide a meeting facility that is within 5 miles of the job site or at another location accepted by the Engineer.

71-3.01A(4)(b)(ii) Pregrouting Meeting

Before starting grouting work, you must schedule and conduct a grouting meeting with the Engineer and your personnel involved in the grouting work, including your:

1. Project superintendent
2. Supervisory personnel
3. Grouting foreman
4. Grouting subcontractors

Provide a meeting facility that is within 5 miles of the job site or at another location accepted by the Engineer.

71-3.01A(4)(c) Quality Control

71-3.01A(4)(c)(i) Annular Space Grouting

The grout cast density at the point of placement must be from 53 to 68 lb/cu ft and the minimum compressive strength must be 300 psi at 28 days.

Test the grout for compressive strength under ASTM C495 except that specimens must be moist cured before the 28-day compressive strength test and not be oven dried. If the grouting plan shows multiple stages, the grouting plan must include test results that verify that the grout stiffness is adequate for placement of multiple lifts.

For each batch of grout, perform density and viscosity tests under ASTM C138 and ASTM C939 in the presence of the Engineer. Grout density must be within 3 lb/cu ft of the density in the authorized grout plan with mix design. The time of efflux (outflow) must not exceed 20 seconds as specified in ASTM C939 unless otherwise authorized.

For pipeliners with a stiffness of less than 29 psi, the grout pump's pressure measured at the point of injection must not exceed either of the following:

1. 5 psi
2. Manufacturer's instruction

For pipeliners with a stiffness of at least 29 psi, the grout pump's pressure measured at the point of injection must not exceed 7.25 psi.

The pipeliner must be able to withstand a static head of grout that is 6 inches above the highest crown elevation. The maximum grout pressure for a static grout head must not exceed the grout pump's maximum allowable pressure.

Install a grout pressure gauge and recorder immediately adjacent to each injection port. Continuously record on paper with ink the actual grouting pressure versus time. Record grout pressure to an accuracy of ± 0.5 psi. Attach a gauge to a saddle-type diaphragm seal to prevent clogging with grout.

71-3.01A(4)(c)(ii) CCTV Recording

CCTV recordings must be made and submitted in high quality electronic media such as CD or DVD.

The CCTV equipment must include:

1. CCTV camera with articulating head
2. Transporter adapted for conditions of the culvert
3. Television monitor
4. Lighting
5. Cables and power sources

CCTV equipment must:

1. Be specifically designed and constructed for pipe inspection
2. Have camera lighting for minimizing reflective glare
3. Have an adjustable focal-distance range from 6 inches to infinity
4. Produce a minimum resolution of 356 lines per inch for both the camera and monitor
5. Have a remote-reading meter counter accurate to 1 percent over the length of the particular section being inspected

Verify accuracy of the distance meter in the CCTV with a walking meter, roll-a-tape, or other authorized device.

Where human entry is possible for the entire length of the culvert, you may use a handheld video camera with lighting as an alternative to CCTV. Video and audio content must comply with the requirements for CCTV. Inspect at a rate that is not more than 30 feet per minute.

71-3.01A(4)(c)(iii) Photographs

Use a digital camera and lighting. Lighting and photo quality must be suitable to provide clear and focused photographs of the entire culvert surface under all conditions.

71-3.01A(4)(c)(iv) Monitoring of Annular Space Grouting

Wherever a pipeliner with annular space grouting is described, monitor the grouting and record pressures throughout the grouting process. Verify compliance with the manufacturer's instructions for each phase of the grouting process. Gauges must comply with ANSI B40, Grade 2A. The pressure gauges, recorder, and field equipment must be calibrated by an independent testing agency.

71-3.01A(4)(c)(v) Pipeliners

Pipeliners must be continuous over the entire length of the culvert and must have no visual defect such as foreign inclusions, concentrated ridges, discoloration, pitting, pin holes, cracking or other deformities. The pipeliner must not be over-deflected. There must not be segregation or voids in the grout.

71-3.01A(4)(c)(vi) Deflection Testing of Pipeliners

If a pipeliner with annular space grouting is described, test the pipeliner for deflection. Test after grouting and in the presence of the Engineer.

For pipeliners with a nominal inside diameter of 36 inches or less, either pull a mandrel through the pipeliner by hand or use another authorized method. The mandrel must be:

1. Rigid and nonadjustable

2. Comprised of at least 9 legs and have an odd number of total legs
3. Longer than it is wide
4. Made of steel
5. Fitted with pulling rings at each end
6. Stamped or engraved on some segment other than a runner indicating pipeliner material specification, nominal size, and mandrel outside diameter (e.g., HDPE F 714-SDR 26- 36" – 31.569")
7. Furnished in a suitable carrying case labeled with the same data as stamped on the mandrel
8. Authorized before use

For pipeliners with a nominal inside diameter greater than 36 inches, determine the deflection using a 1-inch diameter, rigid, nonadjustable metal bar; a minimum-radius rigid template; or other authorized method.

The pipeliner must not be over-deflected. For pipeliners 36 inches or less in nominal diameter, the mandrel must pass through the entire pipeliner. For pipeliners greater than 36 inches in nominal diameter, the deflection must be the lesser of either of the following:

1. 5 percent greater than the actual dimension of the pipeliner in place. This actual dimension includes the pipe joint system.
2. 6-1/2 percent of the nominal pipeliner dimension.

If more than 8 percent of the nominal pipeliner dimension is over-deflected, the pipeliner is rejected. If 8 percent or less of the nominal pipeliner dimension is over-deflected, the pipeliner may remain in place and the Department deducts 20 percent of the bid amount for that pipeliner.

71-3.01B Materials

71-3.01B(1) General

Slurry cement backfill for culverts must comply with section 19-3.02E.

71-3.01B(2) Contact Grout

Grout for contact grouting must comply with section 41-2 and contain:

1. Not more than 2 percent bentonite by weight of cement and water
2. Not less than 590 lb of cement per cubic yard

If sand is used in the grout mix, the sand must comply with section 90-1.02C(3) and the gradation requirements in the following table:

Sieve size	Percent passing
No. 8	100
No. 16	95–100
No. 30	60–85
No. 50	20–50
No. 100	10–30
No. 200	0–20

71-3.01B(3) Annular Space Grout

Grout for annular space grouting must be low-density foam concrete that consists of water, cementitious materials, foaming agent, and optional chemical admixtures.

Cementitious materials must comply with section 90-1 except:

1. Use of SCM is not mandatory
2. You may only use SCM if you submit a statement from the foaming agent's manufacturer verifying that the foaming agent is compatible with the SCM

Foaming agent must comply with ASTM C869.

71-3.01C Construction

71-3.01C(1) General

Comply with the following work sequence and notify the Engineer before you start each of the following steps:

1. Clean and prepare
2. Inspect and evaluate
3. Repair culvert
4. Rehabilitate culvert
5. Restore openings
6. Perform post-rehabilitation inspection

Before starting the inspection, the culvert must be clean and free of water and debris. During all culvert work, keep the culvert clean and free of water and debris.

Wherever culvert struts are described in the grouting plan, install struts before starting any grouting.

Wherever structural concrete repairs to the culvert are shown or ordered, the structural concrete repair must be complete and the concrete must have a compressive strength of at least 2,500 psi before starting any grouting.

Wherever concrete invert paving is shown or ordered, the invert paving must be complete and the concrete paving must have a compressive strength of at least 2,500 psi before starting any grouting.

71-3.01C(2) Cleaning and Preparation

Remove all debris, sediment, and other accumulated material from the culvert invert and restore the flow area to the original flow area or to the diameter shown.

Where shown, disconnect down drains towards the downstream end of the culvert.

Clean the culvert with high-velocity cleaning equipment and air mover or mechanically powered equipment. If human entry is possible, you may use nonmechanically powered cleaning equipment.

71-3.01C(3) Inspection and Evaluation

After cleaning and preparation is complete, inspect the entire length of the culvert and submit the inspection and evaluation report. Inspect by either CCTV or human entry.

If sediment, debris, or other accumulated material is found during inspection, stop the inspection and reclean the culvert. Cleaning must comply with the manufacturer's instructions for the type of pipeliners shown. Cleaning must be complete to allow accurate CCTV and photography of the entire culvert. No payment is made for recleaning.

Make a 360-degree inspection, video, and photographic record of each joint and lateral joint.

If the CCTV camera does not pass from one end of the culvert through the entire length of the culvert, reset the equipment and inspect from both ends until the entire length is documented.

If the inspection video is low quality and does not adequately depict the condition of the culvert, correct the deficiencies and reinspect the culvert. Low quality may result from:

1. Poor camera head position
2. Poor focus
3. Low lighting
4. Rapid rate of progression
5. Missing documentation of time and location
6. Inadequate cleaning of the culvert

No payment is made for reinspection due to low quality and recleaning.

71-3.01C(4) Repairing

After obtaining authorization of the inspection and evaluation report, repair the existing culvert as described or ordered.

Complete repairs before starting rehabilitation work.

71-3.01C(5) Rehabilitation

71-3.01C(5)(a) General

At the direction of the Engineer, place class 2 base and/or slurry cement backfill around the culvert and below the culvert invert as shown.

71-3.01C(5)(b) Annular Space Grouting

Before starting grouting activities, install the bulkheads and place grout injection tubes and breather tubes with removable plugs around the pipeliner and through bulkheads as shown in the authorized grouting plan.

Grout the entire annular space between the pipeliner and culvert without voids or grout segregation. If you determine, before starting grouting, that the entire annular space is not accessible for grouting, submit a work plan for correcting the annular space to allow for grouting. No payment is made for correction of the annular space to allow for grouting.

Mix the water, cementitious materials, and chemical admixtures before adding the foaming agent to the grout. Add the foaming agent at the job site.

Grout must be placed in a continuous manner and injected in lifts. The height of the lifts must (1) not exceed the height in the authorized grout plan or (2) be less if needed to avoid floating, shifting, or deforming the pipeliner. Monitor the injection pressure, including the pressure for the last lift at the crown. If the pipeliner cannot withstand grouting pressures or static head, either reduce the maximum pressure at the point of grout injection, or employ staged grouting.

71-3.01C(5)(c) Restoring Openings

Within 72 hours of installing a pipeliner, restore the lateral pipe and service openings, risers, downdrains, median drainage inlets, and underdrains. Restore these openings before starting pipeliner installation at another culvert location. The openings must conform and match the invert of connecting pipes.

Do not excavate unless authorized.

Restore openings from the interior of the pipe. Use either a CCTV and remote-control cutting device or human entry.

The area of the restored opening must be at least 95 percent of the original area. Openings must have an edge that is crack-free, smooth, and free of burrs and projections.

Where human entry is possible, grout the restored opening so that the seal is watertight. Grout must be one of the following:

1. Quick-set epoxy mortar
2. High-viscosity epoxy
3. Hydrophilic vulcanized expansive rubber strip
4. Manufacturer's recommended mix

71-3.01C(5)(d) Postrehabilitation Inspection

Postrehabilitation inspection must comply with section 71-3.01C(3).

71-3.01D Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

71-3.02 FILL CULVERT VOIDS

Reserved

71-3.03 CONTACT GROUTING

Reserved

71-3.04 INVERT PAVING

Reserved

71-3.05 EPDM RUBBER PIPE JOINT SEAL

Reserved

71-3.06 WELDED STEEL PIPELINERS

Reserved

71-3.07 PLASTIC PIPELINERS

71-3.07A General

71-3.07A(1) Summary

Section 71-3.07 includes specifications for installing plastic pipeliners in an existing culvert.

Grout the annular space between the pipeliner and the culvert.

Annular space grouting between the pipeliner and the culvert is not required.

71-3.07A(2) Definitions

Not Used

71-3.07A(3) Submittals

Submit a certificate of compliance for the plastic pipeliner, joint system, and couplers.

If you pressurize the plastic pipeliner, the annular space grouting plan must include:

1. Manufacturer's recommendation for the maximum internal pressure
2. Maximum differential pipeliner pressures

71-3.07A(4) Quality Assurance

Not Used

71-3.07B Materials

71-3.07B(1) General

The nominal diameter and thickness of the pipeliner must comply with the dimensions shown.

Plastic pipeliner must be HDPE or PVC. As an alternative you may use any one of the following:

1. Type S corrugated HDPE pipe that complies with section 64.
2. PVC closed-profile wall pipe that complies with ASTM F1803.
3. PVC corrugated pipe that complies with ASTM F794 (Series 46) and ASTM F949.
4. PVC solid wall pipe that complies with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784.
5. HDPE solid wall pipe that complies with AASHTO M 326 and ASTM F714.
6. Polyethylene large-diameter-profile wall sewer and drain pipe that complies with ASTM F894.

71-3.07B(2) Plastic Pipeliner Joints

Plastic pipeliner joints or couplers must comply with manufacturer's instructions and be compatible with the installation method for the corresponding plastic pipeliner.

Joint systems must comply with ASTM F949, ASTM F1803, and ASTM F894. Joint systems must be field connected with molded or fabricated couplings that do not increase the outside diameter or reduce the inside diameter when assembled.

Procedures for making heat fusion joints for plastic solid wall pipe must comply with:

1. For HDPE solid wall pipe:
 - 1.1. AASHTO M 326
 - 1.2. ASTM F714
 - 1.3. ASTM F2620, practice for heat fusion joining of polyethylene pipe and fittings
2. For PVC solid wall pipe:
 - 2.1. Pipe suppliers procedures at all times during fusing operations.
 - 2.2. Technicians performing the work must hold current qualification credentials for the pipe size being fused, as documented by the supplier.

Joint systems or couplers must comply with specifications for standard shear strength in section 61-2.01D(2)(b).

71-3.07C Construction

After the pipeliner has been inspected and accepted, mortar the annular space between the pipeliner and the culvert at both ends of the culvert. Place cement mortar under section 65-2.02F. Form a seal between the culvert and the pipeliner. Pipe for weep tubes must be commercial quality, rigid, plastic pipe.

Place paper or cloth wadding at least 6 inches from each end of the culvert to retain mortar during placement.

71-3.07D Payment

Full compensation for compliance with the requirements of this Section will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and proposed markup percentages for the work performed.

71-3.08 CURED-IN-PLACE PIPELINERS

Reserved

71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS

71-3.09A General

71-3.09A(1) General

71-3.09A(1)(a) Summary

Section 71-3.09 includes specifications for installing machine spiral wound PVC pipeliners directly into the culvert.

71-3.09A(1)(b) Definitions

Reserved

71-3.09A(1)(c) Submittals

Submit a certificate of compliance for each reel of PVC strip and include:

1. Name of the manufacturer
2. Plant location
3. Date of manufacture and shift
4. Cell classification
5. Unit mass
6. Average pipeliner stiffness and profile type

71-3.09A(1)(d) Quality Assurance

Reserved

71-3.09A(2) Materials

Each reel and continuous PVC strip must be distinctively marked on the inside surface, at intervals not exceeding 5 feet, and with a coded number. The coded number must include:

1. Name of the manufacturer
2. Plant location
3. Date of manufacture and shift
4. Minimum strip thickness
5. Cell classification and profile type
6. Size

The marking must be visible from inside the completed pipeliner.

71-3.09A(3) Construction

Restore openings.

71-3.09A(4) Payment

Not Used

71-3.09B Machine Spiral Wound PVC Pipeliners, Grouted

71-3.09B(1) General

71-3.09B(1)(a) Summary

Section 71-3.09B includes specifications for installing a continuous spiral wound PVC pipeliner into the interior of an existing culvert and filling the annular space with grout.

The pipeliner must be wound directly into the culvert using equipment that is either self running or static. Where human entry is feasible, the pipeliner may be wound by hand inside the culvert.

71-3.09B(1)(b) Definitions

Reserved

71-3.09B(1)(c) Submittals

If you use pressure for installing the pipeliner, the annular space grouting plan must include:

1. Manufacturer's instructions for the maximum internal pressure
2. Maximum differential pipeliner pressures

71-3.09B(1)(d) Quality Assurance

The nominal dimensions for the pipeliner must comply with dimensions shown.

71-3.09B(2) Materials

PVC profile strips must comply with ASTM F1697 or ASTM F1735.

You may use alternative profile types and corresponding minimum properties if authorized.

71-3.09B(3) Construction

Pipeliner installation must comply with ASTM F1741 or ASTM F1698. The profile strip may be nonreinforced or reinforced with a continuous-profiled steel strip with interlocking edges. Sealants and gaskets necessary for effectively interlocking the edges of the profile strip must be pre-applied at the time of manufacture. Lock edges together as the strip is wound into the culvert. If the profile strip is reinforced, mechanically lock the profiled steel band onto the outside of the PVC pipeliner.

For circular culverts, wind the profile strip at a fixed diameter. For noncircular culverts, wind the profile strip at a fixed dimension. Leave an annular space between the pipeliner and culvert wall. The ends of the pipeliner must be flush with the culvert unless a beveled end is shown.

After grouting and beveling where shown, seal the ends of the culvert between the pipeliner and culvert with cement mortar under section 65-2.02F.

71-3.09B(4) Payment

Not Used

Appendix A
AQMD Recommendations

Dust Abatement Attachments

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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	

909-	SCAQMD 1-800-CUT-SMOG
------	--------------------------

Section 1

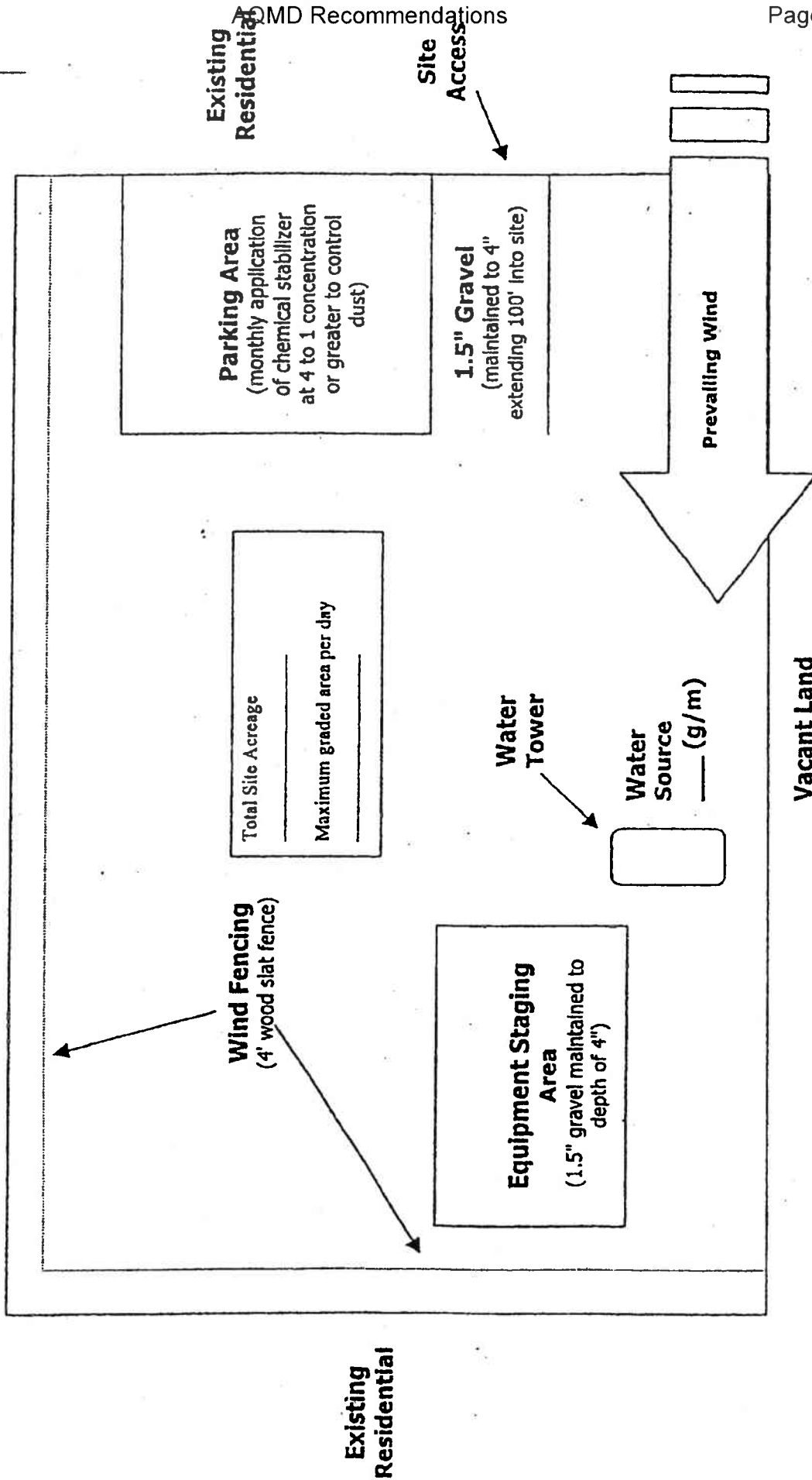
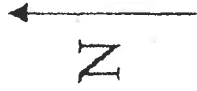
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence _____

Business _____



AMD 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 blow sand 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.

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).

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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. Must be used in conjunction with either measure (Q), (R), or (T). |
| (T) Vegetation | (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.

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)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
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)

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
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.
<u>All Categories</u>	(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.

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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.