

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



ITEM: 3.52
(ID # 23415)

MEETING DATE:
Tuesday, November 28, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Whitewater Cutoff Bridge Emergency Demolition After Storm Damage, North of City of Palm Springs, California Environmental Quality Act (CEQA) Exempt per State CEQA Guidelines Sections 15269 and 15301. District 4. [\$1,500,000 Total Cost - Gas Tax 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs is exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to Sections 15269 (a), (b), (c) and (d) (Statutory Exemption for Emergency Projects) and 15301 (c) (Existing Facilities);
2. Direct the Clerk of the Board of Supervisors to file the Notice of Exemptions with the County Clerk for posting within five (5) working days;
3. Receive and file an emergency contract, with Riverside Construction Company, Inc., that the Transportation Department has entered into on behalf of the County of Riverside in the amount of \$1,500,000;
4. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule "A"; and
5. Approve the proposed project budget as shown on Schedule "B".

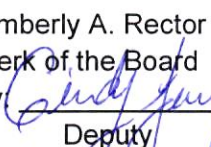
ACTION:Policy, 4/5 Vote Required


Mark Lancaster, Director of Transportation 11/8/2023

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 and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: Trans., Recorder

Kimberly A. Rector
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	\$ 1,500,000	\$ 0	\$ 1,500,000	\$ 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:	Yes
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Department entered into an emergency contract on October 25, 2023 with Riverside Construction Company, Inc., of Riverside, California, for the Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs.

Tropical Storm Hilary on August 20, 2023 gave rise to flooding events in Riverside County. In the Coachella Valley area of Riverside County, these flooding events caused minor to moderate damage to some of the County maintained roads.

The storm caused substructure and superstructure damage of the Whitewater Cutoff bridge over the Whitewater River. After Transportation Department's inspection of this bridge, it was declared unsafe for use, and the bridge was closed to traffic.

The State Department of Transportation (Caltrans) further evaluated the condition of the bridge and instructed for a complete replacement of the bridge. The Whitewater Cutoff bridge was built in 1923. Immediate demolition and removal of the existing bridge is needed due to its current unsafe condition.

A future bridge replacement project will be developed and Whitewater Cutoff will remain closed until a replacement bridge is constructed.

The Transportation Department determined that immediate demolition of the bridge is necessary to safeguard the public.

The contract was executed in accordance with authority that the Board 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. 45-24180109

Environmental Findings

State CEQA Guidelines section 15269, Emergency Projects, allows emergency repairs (a) to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code, (b) to a public facility necessary to maintain service essential to the public health, safety or welfare, (c) specific actions necessary to prevent or mitigate an emergency, and (d) projects undertaken to maintain, repair, or restore an existing road damaged by flood. The proposed activities qualify to be statutorily exempt from CEQA under Section 15269 (a), (b), (c) and (d) because the activity consists of necessary repair of the existing roadway to provide service essential to public health and safety, and to prevent or mitigate an emergency.

In addition, State CEQA Guidelines section 15301 (c), Existing Facilities, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The proposed activities qualify to be exempt from CEQA under Section 15301 (c) because the activities consist of repair and maintenance of existing facilities that do not create additional traffic lanes and involve negligible or no expansion of use of the existing roadways and associated facilities.

Impact on Residents and Businesses

The emergency repair work started in November 2023 and is anticipated to be completed in January 2024.

Residents will be notified and roadway signage noticing the construction will be in place.

Whitewater Cutoff (frontage road to Interstate 10) will be closed at the bridge limits while emergency demolition work is being performed and will remain closed until a replacement bridge is built.

Motorists will be notified and roadway signage noticing the road closure will be in place along with installation of temporary concrete barriers across the roadway on both sides of the bridge.

SUPPLEMENTAL:

Additional Fiscal Information

The estimated amount of this contract, prior to commencement of work, is \$1,500,000. 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 damages of storms cause additional road damage.

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

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

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map
Schedule "A", Budget Adjustment
Schedule "B", Project Costs and Budget
Contract, Bonds, and Insurance
Specifications and Contract Documents book
Notice of Exemption and Journal Voucher



Jason Farin, Principal Management Analyst 11/21/2023



Aaron Gettis, Deputy County Counsel 11/14/2023



Lead Agency: COUNTY OF RIVERSIDE TRANSPORTATION
ATTN: DON COPELAND, SENIOR TRANSPORTATION PLANNER
Address: 4080 LEMON STREET 8TH FLOOR
RIVERSIDE, CA 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202301249
11/30/2023 04:32 PM Fee: \$ 50.00
Page 1 of 4

Removed: By: Deputy


Project Title

WHITEWATER CUTOFF BRIDGE EMERGENCY DEMOLITION WORK ORDER#
Z4524180109 TASK CODE #1530

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

Notes



*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*

*Russell Williams
Deputy for Transportation/Planning and
Development*

NOTICE OF EXEMPTION

October 30, 2023

PROJECT TITLE: Whitewater Cutoff Bridge Emergency Demolition
Work Order# Z4524180109 Task Code #1530

PROJECT SPONSOR: County of Riverside Transportation Department

PROJECT LOCATION: Whitewater Canyon Community

SUPERVISORIAL DISTRICT: 4th

PROJECT DESCRIPTION: The County of Riverside Transportation Department proposes to demolish Whitewater Cutoff Bridge. The bridge is located approximately 725 feet north of the I-10 freeway near the community of Whitewater.

On August 20th 2023, Tropical Storm Hilary shed 9 inches of rain and caused flash flooding with heavy water/debris flows in the Whitewater River, resulting in severe damage to the Bridge's Foundations/Piers supports. The Pier No. 3 foundation settled significantly (approximately 4 feet from its original position) and caused severe pier-wall rotation/tilting. As a result, the girders of spans 2 and 3 are now only supported by 5-6 inches of the pier-wall seat, with severe undermining observed at bridge Abutment No. 1. It has been concluded that the bridge is unsafe for vehicles and may collapse during a new storm event; therefore, it is imperative for the County to safely demolish this bridge.

The scope of the work requires the demolition of the entire bridge, including but not limited to the footings, piers, superstructure (deck and railing), both abutments supports and wingwalls. Any concrete channel lining that sustained damage should also be removed from the riverbed. The demolition of the bridge may require access from all four sides/quadrants of the bridge (entrance and exit).

ENVIRONMENTAL ANALYSIS:

Whitewater Cutoff Bridge is an existing two-lane facility crossing Whitewater River, only used by the local population. Whitewater Cutoff Bridge will be closed while emergency demolition work is being performed and will remain closed until a replacement bridge is constructed.

3525 14th Street · Riverside, CA 92501 · (951) 955-6800 · FAX (951) 955-3164

This emergency repair is subject to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). In accordance with Section 7.3.3.1, emergency repairs of public infrastructure facilities by Permittees are Covered Activities. Emergency demolition of Whitewater Cutoff Bridge is considered an emergency removal of a public infrastructure facility; therefore, the project is considered a Covered Activity under the CVMSHCP.

Within 30 days prior to commencement of the bridge removal, a preconstruction bat survey shall be conducted by a qualified biologist for the presence of any roosting bats.

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

Section 15269 (a)(b)(c)(d), Statutory Exemption for Emergency Projects – Emergency demolition of Whitewater Cutoff Bridge is planned for the safety of the traveling public. CEQA Guidelines Section 15629 allows for emergency repairs (a) to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code. This includes projects that will remove, destroy, or significantly alter a historical resource when that resource represents an imminent threat to the public of bodily harm or of damage to adjacent property or when the project has received a determination of the State Office of Historic Preservation pursuant to Section 5028(b) of Public Resources Code. (b) to a public facility necessary to maintain service essential to the public health, safety or welfare, (c) specific actions necessary to prevent or mitigate an emergency, and (d) projects undertaken to maintain, repair, or restore an existing road damaged by flood. The proposed activities qualify to be statutorily exempt from CEQA under Section 15269 (a)(b)(c) and (d) because the activity consists of necessary removal of the existing roadway to provide service essential to public health and safety, and to prevent or mitigate an emergency.

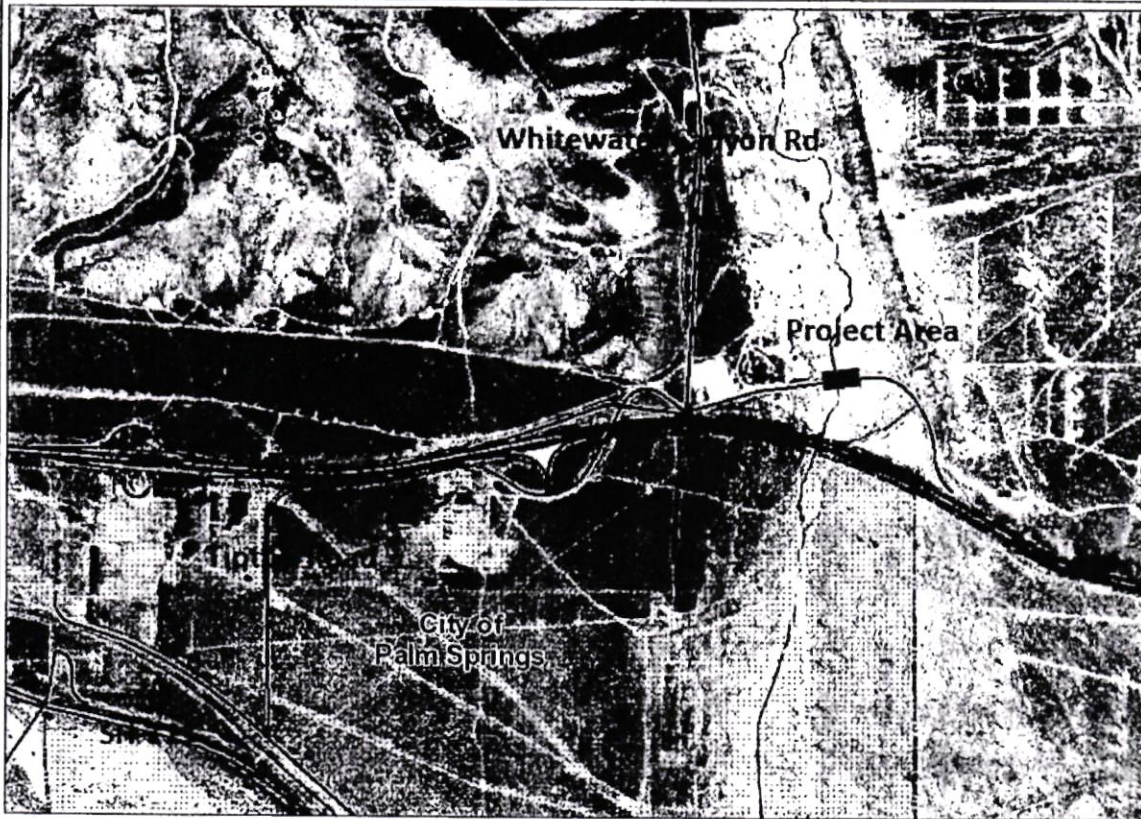
In addition, **CEQA Guidelines 15301 (c), Existing Facilities**, allows for the repair and maintenance of existing public facilities that involve negligible or no expansion of existing or former use. The proposed activities qualify to be exempt from CEQA under Section 15301 (c) because the activities consist of repair and maintenance of existing facilities that do not create additional traffic lanes and involve negligible or no expansion of use of the existing roadways and associated facilities.

By: Don Copeland, Senior Transportation Planner

Signed: Jan Bulinski

Jan Bulinski, Environmental Project Manager

Whitewater Cutoff Bridge Demolition



Legend

- County Centerline Names
- County Centerlines
- Blue-line Streams
- City Areas
- World Street Map



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes



REPORT PRINTED ON... 10/30/2023 8:26:27 AM

© Riverside County GIS

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109**, 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 thereof, 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 **\$1,500,000.00 (One Million, five hundred thousand dollars and zero cents)**.

**Emergency Bridge Demolition After Storm Damage
Whitewater Cutoff Bridge
North of City of Palm Springs
Project No. 45-24180109**

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

COUNTY OF RIVERSIDE

RIVERSIDE CONSTRUCTION COMPANY, INC.

BY: Mark Lancaster

BY: Donald M. Pim
Donald M. Pim

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: 10-25-23

ATTEST: Bryan M. Lounsbury
Bryan M. Lounsbury

TITLE: Secretary / Treasurer

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

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

License No.: 266222

Federal Employer Identification Number:

95-2662331

Department of Industrial Relations Registration Number:

1000003993



CORPORATE RESOLUTION
OF
RIVERSIDE CONSTRUCTION COMPANY, INC.

December 9, 2022

A meeting of the Board of Directors of Riverside Construction Company, Inc., a California Corporation, was held on December 9, 2022, duly called pursuant to written notice, at which a quorum was present and voting.

The Directors hereby adopt the following recitals, resolutions, and statements pursuant to the Corporation's By-Laws permitting such action to be taken effective January 1, 2023:

OFFICERS – SIGNING CONTRACTS AND OTHER INSTRUMENTS


WHEREAS, The duly elected Directors of the Corporation are Donald M. Pim – Chairman, Richard W. Gove, Kevin M. Kelly, Jason A. Moore, and Bryan M. Lounsbury.

WHEREAS, The Board of Directors may authorize any officer or officers to enter into any Contract or Execute any Instrument in the name of and on behalf of the Corporation.

WHEREAS, The officers of the Corporation are President, Vice President, Secretary, and Treasurer.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the By-Laws of the Corporation, Article IV-Section 5, the following officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to enter into and Execute any Contract, and or Execute any Instrument in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are now held by the following persons, whose title and signature appear after their respective name;

(Officer) Donald M. Pim – President:



(Officer) Jason A. Moore – Vice President:

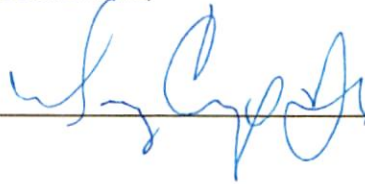


(Officer) Bryan M. Lounsbury - Secretary / Treasurer:



RESOLVED, FURTHER, that the following officer of the Corporation designated by the Board of Directors shall be and are authorized and empowered to execute contract change orders in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are held by the following persons, whose title and signature appear after their respective name;

(Officer) Gregory G. Camp, Jr. – Vice President:

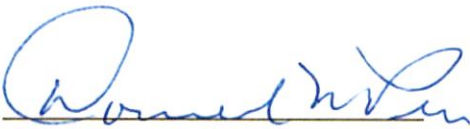


RESOLVED, FURTHER, that the authority conferred to the Corporation officers hereinabove may be exercised individually or jointly by any of such officers and shall continue in full force and effect until modification or revocation by the Board of Directors of the Corporation.

RESOLVED, FURTHER, that the Secretary of the Corporation is instructed to insert this resolution in the Corporation's Minute Book.

IN WITNESS WHEREOF, The undersigned, constituting all the Directors of the Corporation, hereby adopt this Resolution in the name of and behalf of the Corporation effective on the date first set forth above.

By:



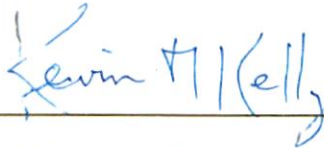
Donald M. Pim – Chairman/Director

By:



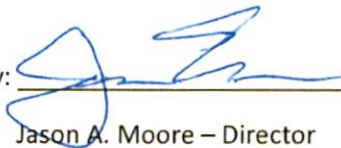
Richard W. Gove – Director

By:



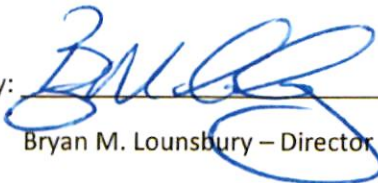
Kevin M. Kelly – Director

By:



Jason A. Moore – Director

By:



Bryan M. Lounsbury – Director

Performance Bond

Recitals:

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109.**
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 **\$1,500,000.00 (One Million, 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 **Riverside Construction Company, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,500,000.00 (One Million, 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 Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109.**

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

ed in Duplicate
o. 9401272

Performance Bond

Riverside Construction Company, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109.

2. Fidelity and Deposit Company of Maryland, 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 \$1,500,000.00 (One Million, 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 October 27, 2023
Riverside Construction Company, Inc.

By _____

By Donald M. Pim

Fidelity and Deposit Company of Maryland

By Margareta T. Thorsen

Type Name Margareta T. Thorsen, Attorney-in-Fact

Title DONALD M. PIM
PRESIDENT
"Contractor"

(Corporate Seal)

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside

On October 30, 2023 before me, Alyssa Helm, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Donald M. Pim
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 and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 10/27/23 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margareta T. Thorsen
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 [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Margareta T. THORSEN of Pasadena, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of April, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President


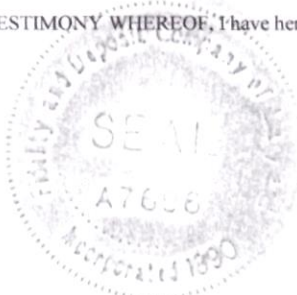


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of October, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



- 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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: **0212** ZURICH INS 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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)

Payment Bond

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

The makers of this Bond are **Riverside Construction Company, Inc.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland _____, 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 **\$1,500,000.00 (One Million, 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 Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109.**

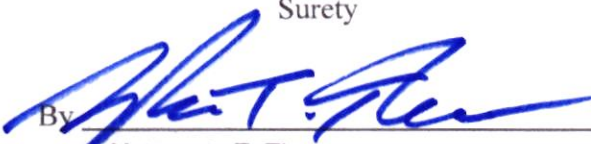
The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

Dated: October 27, 2023

Riverside Construction Company, Inc.
Original Contractor – Principal

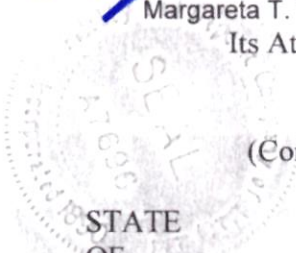
Fidelity and Deposit Company of Maryland
Surety

By 

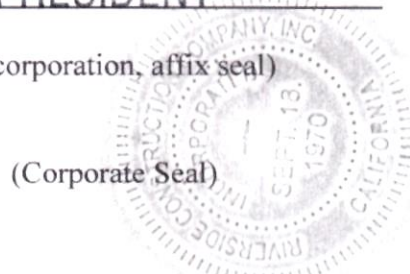

Margareta T. Thorsen
Its Attorney In Fact

Title DONALD M. PIM
PRESIDENT

(If corporation, affix seal)



(Corporate Seal)



(Corporate Seal)

See attached CA All Purpose Acknowledgement

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside

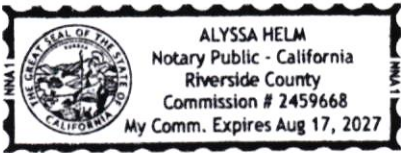
On October 30, 2023 before me, Alyssa Helm, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Donald M. Pim
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 10/27/23 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

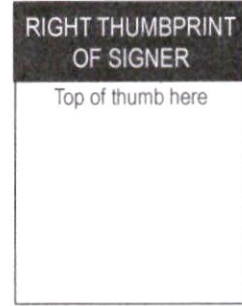
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Margareta T. THORSEN of Pasadena, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of April, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

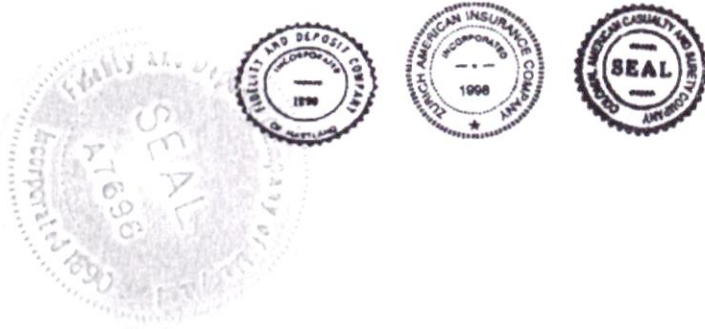
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of October, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



- 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
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- 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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: **0212** ZURICH INS 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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Edgewood Partners Insurance Center (EPIC)		NAMED INSURED Riverside Construction Company, Inc. P.O. Box 1146 Riverside CA 92502	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

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

ADDRESS: 3525 14th Street Riverside CA 92501

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; and State of California Department of Transportation, their elected and appointed officials, employees, agents, and representatives to the extent required by written contract are additional insured with respect to General Liability and Automobile Liability. A waiver of subrogation applies in favor of the additional insureds to the extent required by written contract as allowed by applicable law with respect to Workers' Compensation.

30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



54309463

COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
 However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD, of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



Workers' Compensation and Employers' Liability Policy

Named Insured Riverside Construction Company, Inc.	Endorsement Number
	Policy Number: 54309464
Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement 07/01/2023
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

- 1. () Specific Waiver
Name of person or organization:

- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
ALL

- 3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Minimum Premium: \$0



Authorized Representative



MEMO

To:	Whom it may concern		
From:	Anthony D'Asaro		
Named Insured(s):	Riverside Construction Company, Inc.		
Policy Number(s):	54309745 54309464	54309463 72CPIBB6808	03138983
RE:	Notice of Cancellation		

Certificate Holder Name & Address	County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501
--	--

Should the above described policy be cancelled before the expiration date thereof, change in coverage or reduction of limits, we will mail 30 days written notice to the Certificate Holder named above; except, 10 days notice for non-payment of premium.

Sincerely,

10/30/2023
Managing Principal
 (949) 417-9170

19000 MacArthur Blvd., PH • Irvine, CA 92612
 P: 949.263.0606 • F: 949.263.0906 • CA License 0B29370
www.edgewoodins.com



COMPANY PROFILE

- 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 Information

EXECUTIVE RISK INDEMNITY INC.
 2028 HALL'S MILL ROAD
 WHITEHOUSE STATION, NJ 08889
 908990392207

Old Company Names

Effective Date

AMERICAN EXCESS INSURANCE COMPANY	05/12/1987
ERIC REINSURANCE COMPANY	11/18/1992
EXECUTIVE RE INDEMNITY INC.	06/21/1995
EXECUTIVE RISK INDEMNITY, INC.	08/02/2000

Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	35181
California Company ID #:	2342-4
Date Authorized in California:	12/07/1979
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: [0626](#) Chubb Ltd 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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 - Company Performance & Comparison Data
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 - View Financial Disclaimer

COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names

Effective Date

Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: **0626** Chubb Ltd Grp

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

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M - P

Insurer	Date Approved
The Marine Insurance Company Limited (UK)	11/03/1995
Markel International Insurance Company Limited (U.K.) (Name changed from Terra Nova Insurance Company Limited, effective 11/04/2002)	10/27/1995
Maxum Indemnity Company (Connecticut) (Domicile changed from Delaware to Connecticut effective December 1, 2016) (Name changed from Caliber One Indemnity Company, effective 01/02/2003)	09/29/1998
Mercer Insurance Company (Pennsylvania)	06/10/2016
Mesa Underwriters Specialty Insurance Company (New Jersey) (Name changed from Montpelier U.S. Insurance Company, effective 01/01/2012.) (Domicile changed from Oklahoma to New Jersey, effective 01/01/2012)	02/05/2012
Mitsui Sumitomo Insurance Company (Europe) Limited (U.K.)	06/10/2011
Mount Vernon Fire Insurance Company (Pennsylvania)	04/02/1997
MSIG Specialty Insurance USA Inc. (New York)	10/11/2019
Mt. Hawley Insurance Company (Illinois) (Domicile changed from Delaware to Kansas, effective 12/20/95. Domicile changed from Kansas to Illinois effective 4/21/1999)	10/27/1995
NORCAL Specialty Insurance Company (Texas) (Domicile changed from Pennsylvania to Texas effective 04/25/2018) (Name changed from PMSLIC Insurance Company, effective 12/01/2015)	12/23/2013
National Fire & Marine Insurance Company (Nebraska)	06/30/1995
Nautilus Insurance Company (Arizona)	08/04/1995
Navigators Specialty Insurance Company (New York) (Name changed from NIC Insurance Company effective 01/04/2007)	12/08/1995
North American Capacity Insurance Company (New Hampshire)	08/11/1995
Northfield Insurance Company (Iowa) (Domicile changed from Missouri to Iowa, effective 1/01/2002)	06/30/1995
North Light Specialty Insurance Company (Illinois)	10/10/2014
Nutmeg Insurance Company (Connecticut)	06/30/1995
Old Republic Union Insurance Company (Illinois)	05/24/2017
Pacific Insurance Company, Limited (Connecticut)	09/01/1995
Peleus Insurance Company (Virginia) (Name changed from Colony National Insurance Company effective 3/4/2015)	12/17/1998
Penn-Star Insurance Company (Pennsylvania)	11/13/2002
Prime Insurance Company (Illinois)	08/08/2018
Princeton Excess and Surplus Lines Insurance Company (Delaware)	02/09/2006
ProAssurance Casualty Company (Michigan) (Name changed from ProNational Insurance Company effective 01/27/2009)	10/18/2005
ProAssurance Specialty Insurance Company (Vermont) 09/01/1995 (Name changed from Noetic Specialty Insurance Company (Vermont) effective 12/31/2021) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995
Professional Security Insurance Company (Arizona)	06/03/2022
Protective Specialty Insurance Company (Indiana)	06/01/2010

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SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

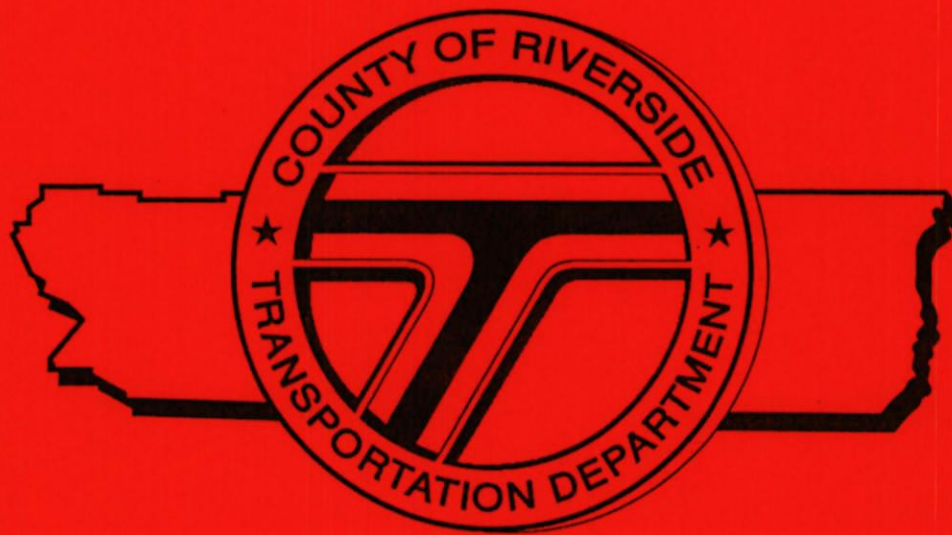
of

Emergency Bridge Demolition After Storm Damage

Whitewater Cutoff Bridge

North of City of Palm Springs

Project No. 45-24180109



TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL

BY:

Danielle D. Maland
DANIELLE D. MALAND

DATE

General

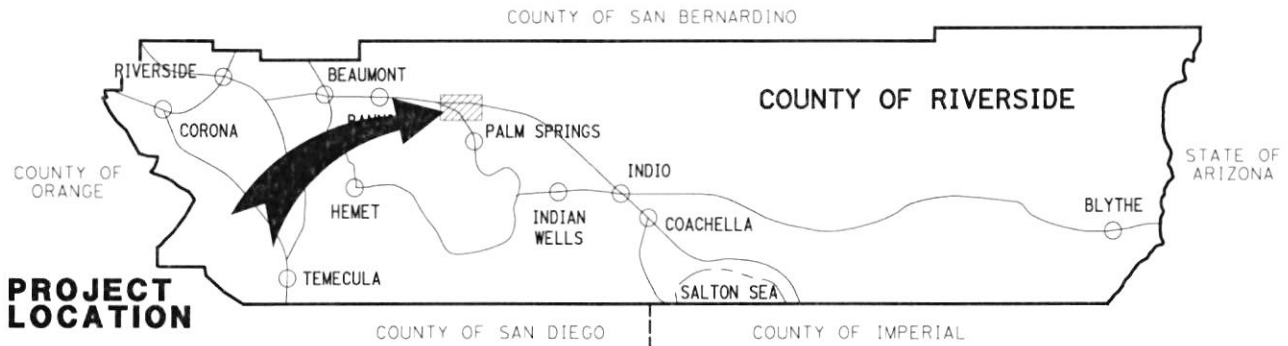
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AQMD Recommendations*	Appendix A
Plans / Exhibits	Appendix B
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Reference Drawings	Appendix D

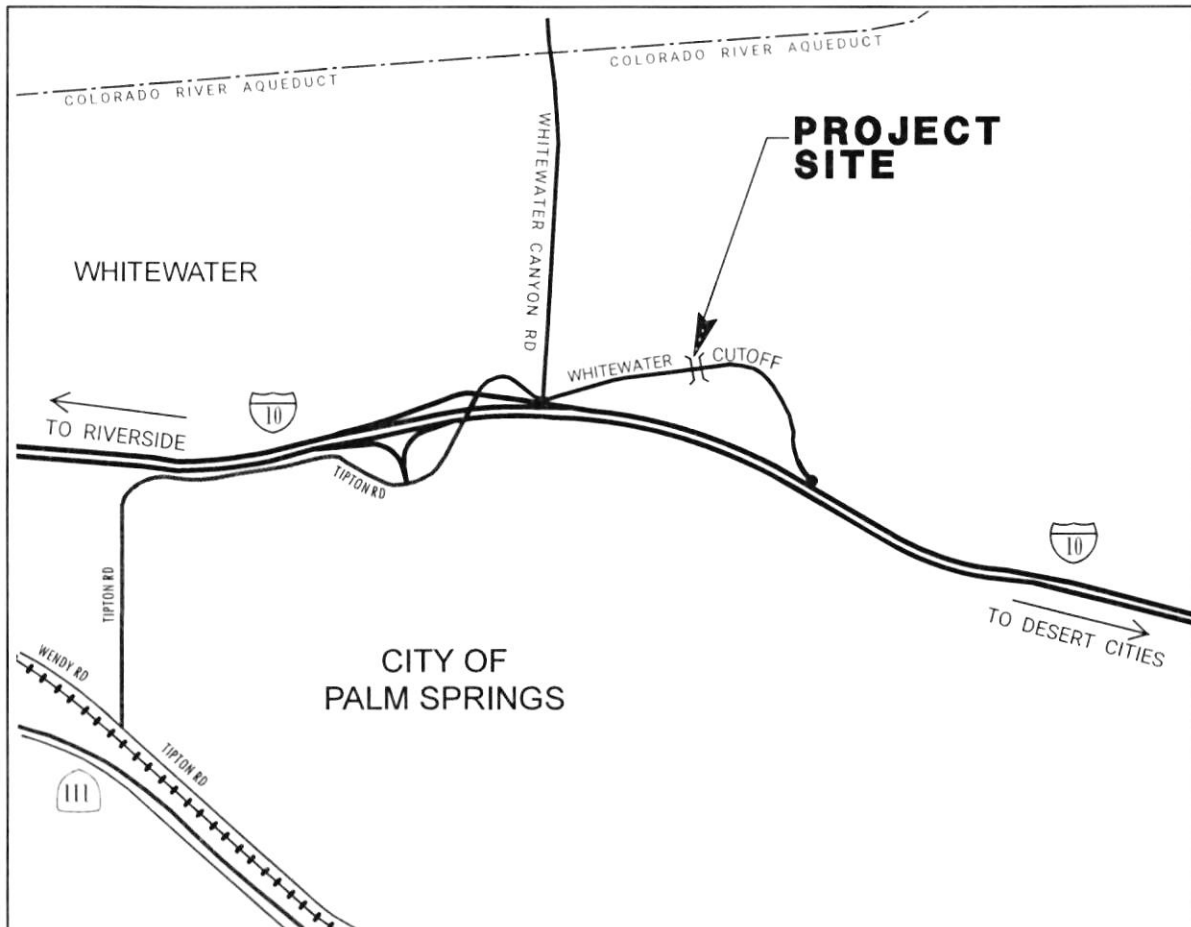
* **Note:** See the first page of this document description for a detailed Table of Contents.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

EMERGENCY BRIDGE DEMOLITION
AFTER STORM DAMAGE
WHITEWATER CUTOFF BRIDGE
NORTH OF CITY OF PALM SPRINGS
PROJECT No. 45-24180109



PROJECT LOCATION



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 **6:00 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 Riverside Construction Company, Inc., hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109, 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 **\$1,500,000.00 (One Million, five hundred thousand dollars and zero cents)**.

**Emergency Bridge Demolition After Storm Damage
Whitewater Cutoff Bridge
North of City of Palm Springs
Project No. 45-24180109**

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

COUNTY OF RIVERSIDE

RIVERSIDE CONSTRUCTION COMPANY, INC.

BY: _____

BY: _____

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.: 266222

Federal Employer Identification Number:
95-2662331

Department of Industrial Relations Registration Number:
1000003993

"Corporation"
(Seal)

Performance Bond

Recitals:

1. **Riverside Construction Company, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Emergency Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109.**

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 **\$1,500,000.00 (One Million, 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 **Riverside Construction Company, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,500,000.00 (One Million, 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 Bridge Demolition After Storm Damage, Whitewater Cutoff Bridge, North of City of Palm Springs, Project No. 45-24180109.**

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

10. Title VI Nondiscrimination

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

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

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

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

Title VI Assurances requirements, 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 maybe determined deemed appropriate and/or as directed by Federal funding source determination, including but not limited to: withholding of payments within a reasonable period of time, not to exceed 90 days; and/or cancellation, termination or suspension of the Contract, in whole or in part.

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

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 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.

SPECIAL PROVISIONS

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DIVISION 0 COUNTY PROVISIONS

00 COUNTY MISCELLANEOUS

00-1.01 PROJECT DESCRIPTION:

**Emergency Bridge Demolition After Storm Damage
Whitewater Cutoff Bridge
North of City of Palm Springs
Project No. 45-24180109**

Work performed will be paid as force account work, as described in Section 9-1.04 of the Caltrans Standard Specifications. The contract and procedures will be in accordance with the County of Riverside's emergency contract procedures, as directed in County Resolution 2019-035.

In general, this project consists of complete demolition, removal, and proper disposal of the storm damaged, multi span, reinforced concrete Whitewater Cutoff bridge located north of City of Palm Springs in Riverside County. The bridge deck is approximately 435-feet long and 24-feet wide. The bridge is supported by a total of seven pier walls built on spread footings.

The scope of the work requires the demolition of the entire bridge, including but not limited to the footings, piers, superstructure (deck and railing), both abutments supports and wingwalls. Any concrete channel lining that sustained damages shall be removed from the riverbed.

The demolition of the bridge will require access from all four sides/quadrants of the bridge (entrance and exit).

As Transportation Departments keeps assessing damages, work may be added to this location, as necessary.

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. Grading and earthwork,
4. Installation of concrete barrier (K-Rails) across the road at both ends of bridge,
5. Removal of existing metal beam railing and wood posts,
6. Construction of concrete slope paving at Abutment 1,
7. Installation of 1/2 ton rock slope protection (rip rap).
8. Installation of roadside signs,
9. Disposal of excess excavation or unusable materials,
10. Traffic control (changeable message sign boards, road closure signs, delineators, etc.),
11. Additional work as necessary and as directed by the Engineer.

00-1.02 SPECIFICATIONS

This project shall conform to the requirements of the **2018** edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation.

00-1.03 TIME OF COMPLETION:

The Contractor shall diligently prosecute the work to completion before the expiration of **60 Calendar Days** from the date stated in the "Notice to Proceed".

00-1.04 LIQUIDATED DAMAGES:

There are no liquidated damaged assigned to this project.

00-1.05 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.
2. State of California Department of Transportation, their 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.

00-1.06 PROSECUTION AND PROGRESS:

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

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

The Contractor shall begin work within the calendar days stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 24 hours before work is begun. If the project has more than one (1) location of work, Contractor shall

submit a separate notice for each location. The notice shall be delivered to the Transportation Department's 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".

00-1.07 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.

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.

00-1.08 OBSTRUCTIONS

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

Attention is directed to Sections 5-1.36, "Property and Facility Preservation" and Section 15, "Existing Facilities" of the Standard Specifications.

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.

00-1.09 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:

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

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

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

Payment

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

00-1.10 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.

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 **April 15, 2022**, are incorporated herein. This document is available upon request at the office of the Department.

4 SCOPE OF WORK

Refer to section 00-1.01 of these Special Provisions.

5 CONTROL OF WORK

Replace section 5-1.26 Construction Surveys 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.

You may substitute a round bar of the same diameter for the end-connecting bolt shown. If a round bar is used, the round bar must:

1. Comply with ASTM A36/A36M
2. Have a minimum length of 26 inches
3. Have a 3-inch-diameter, 3/8-inch-thick plate welded on the upper end using a 3/16-inch fillet weld

The final surface finish of the railing must comply with section 51-1.03F(2), Ordinary Surface Finish, of the standard specifications.

Cure the exposed surfaces of the railing by the water method, the forms-in-place method, or the curing compound method using curing compound no. 1.

12-3.20B(2) Type K Temporary Terminal Section

The closure plate for a Type K temporary terminal section must be a white, commercial-quality steel plate shaped to conform to the cross section of the barrier. The mechanical expansion anchors for connecting the closure plate to the railings must comply with section 75-3, Miscellaneous Bridge Metal, for concrete anchorage devices.

12-3.20C Construction

12-3.20C(1) General

Before placing Type K temporary railing on the job site, paint the exposed surfaces of the railing with white paint complying with the specifications for acrylic emulsion paint for exterior masonry.

Place Type K temporary railing on a firm, stable foundation. Grade the foundation to provide a uniform bearing surface throughout the entire length of the railing.

Structure excavation and backfill must comply with section 19-3 except compaction of earth fill placed behind Type K temporary railing in a curved layout is not required.

Place and maintain the abutting ends of PC concrete units in alignment without substantial offset from each other.

The drilling of holes and bonding of threaded rods or dowels must comply with the specifications for drilling and bonding dowels in section 51-1.

After removing Type K temporary railing:

1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the railing.
2. Remove all threaded rods or dowels to a depth of at least 1 inch below the surface of the concrete. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.

If the Engineer orders a lateral move of Type K temporary railing and repositioning is not shown, the lateral move is change order work and the railing is not measured in the new position.

12-3.20C(2) Type K Temporary Terminal Section

When the Type K temporary terminal section is no longer required, remove the anchor bolts connecting the closure plate to the concrete barrier or cut the bolts flush with the face of the barrier. If the anchor bolts are removed, fill the holes with grout.

12-3.20D Payment

The payment for Temporary Railing (Type K) will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete excavation and backfill as specified in the Standard Specifications.

14-6 BIOLOGICAL RESOURCES

Add to Section 14-6.03B Bird Protection:

14-6.03B Bird Protection

14-6.03B(1) General

Bird Protection shall conform to Section 14-6.03 "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 March 1st and September 1st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. 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 March 1st and September 1st, 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 March 1st and September 1st.

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

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

Attention is directed to Section 8-1.06, "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.

Payment

Full compensation for compliance with this section shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

Replace Section 14-6.05 with the Following:

14-6.05 Payment

Full compensation for compliance with this section shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

Replace Section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste.

Wood removed from Guardrail Wood Posts is treated wood waste. Manage treated wood waste under 22 CA Code of Regs, Div. 4.5, Chap. 34.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of 22 CA Code of Regs Div 4.5 Ch 34
5. Proper disposal methods

Maintain training records for 3 years.

14-11.14D Storage of Treated Wood Waste

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 25 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 25 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 25 days.
4. Place the waste in a storage building as defined in 22 CA Code of Regs Div 4.5 Ch 34 § 67386.6(a)(2)(C).

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with 22 CA Code of Regs, Div 4.5 Ch 34 § 67386.5. Labels must include:

1. The words County of Riverside Transportation Department
2. The words Construction Contract and the contract number
3. Contractor's contact name, address, and telephone number
6. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 25 days of generation if stored on blocks
2. 25 days of generation if stored on a containment surface or pad
3. 25 days of generation if stored in a water-resistant container

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

17-2 CLEARING AND GRUBBING

Add to section 17-2.01, General, CLEARING AND GRUBBING:

Clearing and grubbing activities shall include but not be limited to **removing and disposing of sediment, rocks and boulders, trash, debris, organic material, and grading areas in and adjacent to and within the footprint of the project.**

Trees and bushes including tree stumps and roots shall be removed as shown on the plans and as directed by the Engineer.

Removed trees, trimmings, vegetation, and debris shall be the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 17-2.03D, "Disposal of Materials" of the Standard Specifications and Section 00-1.10, Disposal of Excess Excavation or Materials, of these Special Provisions.

Any tree or bush removal or trimming between March 1st and September 1st will require a preconstruction survey for nesting birds. The Contractor shall schedule accordingly.

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

Regulatory Requirements

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

Construction

Ground disturbance, tree, shrub and/or vegetation removal that occurs between March 1st and September 1st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. 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.

Between March 1st and September 1st, the Contractor shall notify the Engineer 15 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 March 1st and September 1st.

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.

Reserved

60-2.02B(2) Design Criteria for Temporary Support Shoring and Temporary Bracing

The horizontal load to be resisted in any direction for temporary support shoring and temporary bracing must be (1) the sum of actual horizontal loads due to equipment, construction sequence, or other causes plus an allowance for wind and (2) not less than 5 percent of the total dead load of the structure being removed.

60-2.02C Construction

60-2.02C(1) General

The Engineer may require you to perform additional exploratory work of bridge members for unforeseen damage.

You may use flame and saw cutting for removing bridges.

If complete bridges are removed, do not start removal activities until traffic is no longer carried on the bridge.

For bridge removal activities over or adjacent to roadways that are only closed to traffic when removal work is being performed:

1. Have all necessary personnel, materials, and equipment to complete the work onsite before closing the roadway. Perform activities without interruption until the roadway is reopened.
2. Perform bridge removal activities only when the roadway is closed to traffic except as specified for preliminary work.
3. During roadway closures, debris from bridge removal activities may fall directly onto the roadway if protection is furnished for highway facilities. Minimum protection for paved areas is a 2-foot-thick earthen pad or a 1-inch-thick steel plate placed over the impact area. Before reopening the roadway, all debris, protective pads, and devices must be removed and the roadway swept clean with wet power sweepers or equivalent methods.
4. For girder bridges, completely remove each girder within a span before starting removal of the adjacent girder.
5. For slab bridges, perform removal activities within a span along a front parallel with the primary reinforcing steel.

Temporary support shoring, temporary bracing, and protective covers must not encroach within 8 feet horizontally or 15 feet vertically of traffic lanes or shoulders open to traffic.

60-2.02C(2) Protective Covers

Provide protective covers for removal work over traffic or railroad property. Protective covers must:

1. Be constructed before starting removal activities.
2. Prevent any materials, equipment, or debris from falling onto traffic or railroad property.
3. Be supported using shoring, falsework, or the existing structure.
4. Provide the openings specified in section 12-4. If no openings are specified for removal work, provide a vertical opening of 15 feet and a horizontal opening of 32 feet for traffic.
5. Be cleaned of debris and fines before being removed.

At locations where only bridge railing is removed, protective covers must extend from the face of the exterior girder or at least 2 feet inside of the railing to be removed to at least 4 feet beyond the outside face of the railing.

At locations where entire girders are removed, protective covers must extend at least 10 feet beyond the outside face of the bridge railing.

A separate protective cover is not required during removal of bridge segments if portions of the bridge satisfy the requirements for protective covers.

60-2.02C(3) Preliminary Work

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

72-2 ROCK SLOPE PROTECTION

Add to Section 72-2 Rock Slope Protection:

ROCK SLOPE PROTECTION:

Rock slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," and 72-2, Rock Slope Protection, of the Standard Specifications, the details shown on the plans, these special provisions, and as directed by the Engineer.

Rock Slope Protection used in this project shall be:
Class VII, 1/2 Ton

Rock Slope Protection shall be placed in conformance with Method "A" as to not damage existing and new concrete slope paving.

Rock slope protection fabric shall be installed prior to the installation of Rock Slope Protection.
Rock slope protection fabric shall be nonwoven type fabric, Type 8.

Rock slope protection fabric shall conform to the applicable portions of Section 72, "Slope Protection", and Section 96-1.02I, "Rock Slope Protection Fabric" of the Standard Specifications and these special provisions.

Payment

Payment for Rock Slope Protection (1/4 Ton, Class VII) will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete excavation and backfill as specified in the Standard Specifications.

72-11 SLOPE PAVING

Replace Section 72-11, Slope Paving, with:

72-11 SLOPE PAVING

72-11.01 GENERAL

72-11.01A General

72-11.01A(1) Summary

Section 72-11.01 includes general specifications for constructing slope paving.

Concrete slope paving must be constructed in conformance with the details shown on the plans, per Riverside County Flood Control Standard CH323, and as directed by the Engineer.

Construct slope paving using minor concrete or shotcrete.

Reinforcement must comply with section 52.

72-11.01A(2) Definitions

Reserved

72-11.01A(3) Submittals

Reserved

72-11.01A(4) Quality Assurance

Reserved

72-11.01B Materials

Shotcrete must comply with section 53.

The aggregate size used in minor concrete must be from 3/4 to 1 inch.

Expanded polystyrene and premolded expansion joint filler must comply with section 51-2, Joints, of the standard specifications.

72-11.01C Construction

72-11.01C(1) General

Before applying concrete or shotcrete, evenly grade foundations such that no point on the graded slope is above the slope plane shown.

Thoroughly compact foundations. Foundations must contain enough moisture to provide a firm foundation and to prevent absorption of water from the concrete or shotcrete. Foundations must be free of surface water.

Schedule the construction of the slope paving such that the work, including placing and finishing concrete or shotcrete and applying curing compound, is completed on the same day that the work is started.

If the Engineer determines that the size of the slope paving is too large to be constructed without an intermediate construction joint, place a joint at an authorized location. Complete a section of concrete or shotcrete bounded by permissible construction joints within the same day.

Cure slope paving by the curing compound method using curing compound no. 6.

72-11.01C(2) Minor Concrete

Construct and finish minor concrete slope paving under section 51-1.

Spread and tamp the concrete until it is thoroughly compacted and mortar flushes to the surface. If the slope is too steep to allow the use of concrete wet enough to flush with tamping, then tamp the concrete until it is consolidated and immediately trowel on a mortar surface that is 1/4 inch thick. The mortar must consist of 1 part portland cement and 3 parts fine aggregate.

After striking-off to grade, hand-float the concrete with floats that are at least 4 inches wide and 30 inches long. Broom the entire surface with a stiff-bristled broom to produce a uniform surface. Brooming must be done when the surface is set enough to prevent deep scarring and must be accomplished by drawing the broom down the slope, leaving marks parallel to the slope. The Engineer may order you to apply a fine spray of water to the surface immediately before brooming.

72-11.01C(3) Shotcrete

Construct and finish shotcrete slope paving under section 53, Shotcrete, of the standard specifications.

After the shotcrete has been placed to the depth shown, check the surface with a straightedge. Place additional mortar to bring any low spots or depressions up to the proper grade.

The finish of the shotcrete slope paving must be uniform without humps or hollows of more than 1/2 inch in 10 feet.

72-11.01D Payment

Payment for Slope Paving (concrete) constructed with minor concrete or shotcrete will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete excavation and backfill as specified in the Standard Specifications.

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

Add to Section 82-3.01 General:

ROADSIDE SIGN - ONE POST:

The Contractor shall furnish and install roadside signs at the locations shown on the plans or as directed by the Engineer, in conformance to the provisions in Section 82-3, "Roadside Signs," of the State Standard Specifications and these Special Provisions.

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

All roadway signs shall have retroreflective sheeting. Except as stated below, the retro-reflectivity for all roadway signs, both temporary and permanent installations, shall meet or exceed ASTM Standard D 4956 Type III (3M Co. High Intensity Grade or approved equal). The retroreflectivity for R1-1 ("STOP") signs and W3-1 (Stop Ahead) signs shall meet ASTM Standard D 4956 Type IX (3M Co. Diamond Grade or approved equal).

Payment:

Payment for Roadside Sign - One Post, and Roadside Sign – Two Post will be paid for on a force account basis, in accordance with Section 9-1.04, Force Account, of the Standard Specifications, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary concrete excavation and backfill as specified in the Standard Specifications.

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. ¾" 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.

(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	<p style="text-align: center;">SCAQMD 1-800-CUT-SMOG</p> <p style="text-align: center;">COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT</p>	

Section 1

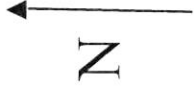
Simplified Sample Site Plan

Existing Residential

Distance and location of nearest:

Residence _____

Business _____



Existing Residential

Site Access

Parking Area
(monthly application of chemical stabilizer at 4 to 1 concentration or greater to control dust)

1.5" Gravel
(maintained to 4" extending 100' into site)

Prevailing Wind

Total Site Acreage _____
Maximum graded area per day _____

Water Tower

Water Source _____ (g/m)

Vacant Land

Wind Fencing
(4' wood slat fence)

Equipment Staging Area
(1.5" gravel maintained to depth of 4")

Existing Residential

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

Plan Review Checklist Clearing/Grubbing/Mass Grading Phase

- If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.
- Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).
- Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.
- Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.
- A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

Remember...

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

- Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.
- Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.
- Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.
- All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1.800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.
- An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.
- Other (specify): _____

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

**Plan Review Checklist
Finish Grading Phase**

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

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

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

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

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

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

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

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

- Other (specify): _____

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

**Plan Review Checklist
Construction Phase**

Water applied continuously to all disturbed portions of the site by means of water truck/water pull 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. 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) or 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

(A) Watering

DESCRIPTION

- (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.

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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

- (V) Chemical stabilization
- (1) Most effective when used on areas where active operations have ceased.
- (2) Vendors can supply information on method for application and required concentrations.
- (X) Watering
- (1) Requires frequent applications unless a surface crust can be developed.
- (Y) 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.
- (Z) 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 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 |
| (C) Wind fencing | (2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phased ends. |
| (D) Cover haul vehicles | (1) Only effective in areas which are not subject to daily disturbances. |
| (E) Bedliners in haul vehicles | (2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule. |
| | (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). |
| | (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: (5) 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 method 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 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 perhour; 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.

TABLE 3
TRACK-OUT CONTROL OPTIONS
PARAGRAPH (d)(5)(B)

CONTROL OPTIONS

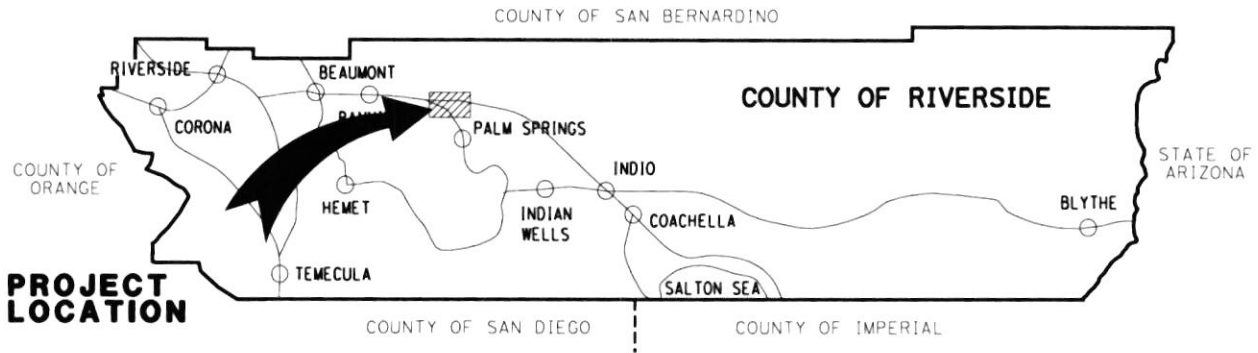
(1)	Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.
(2)	Pave from the point 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.

Appendix B
Plans / Exhibits

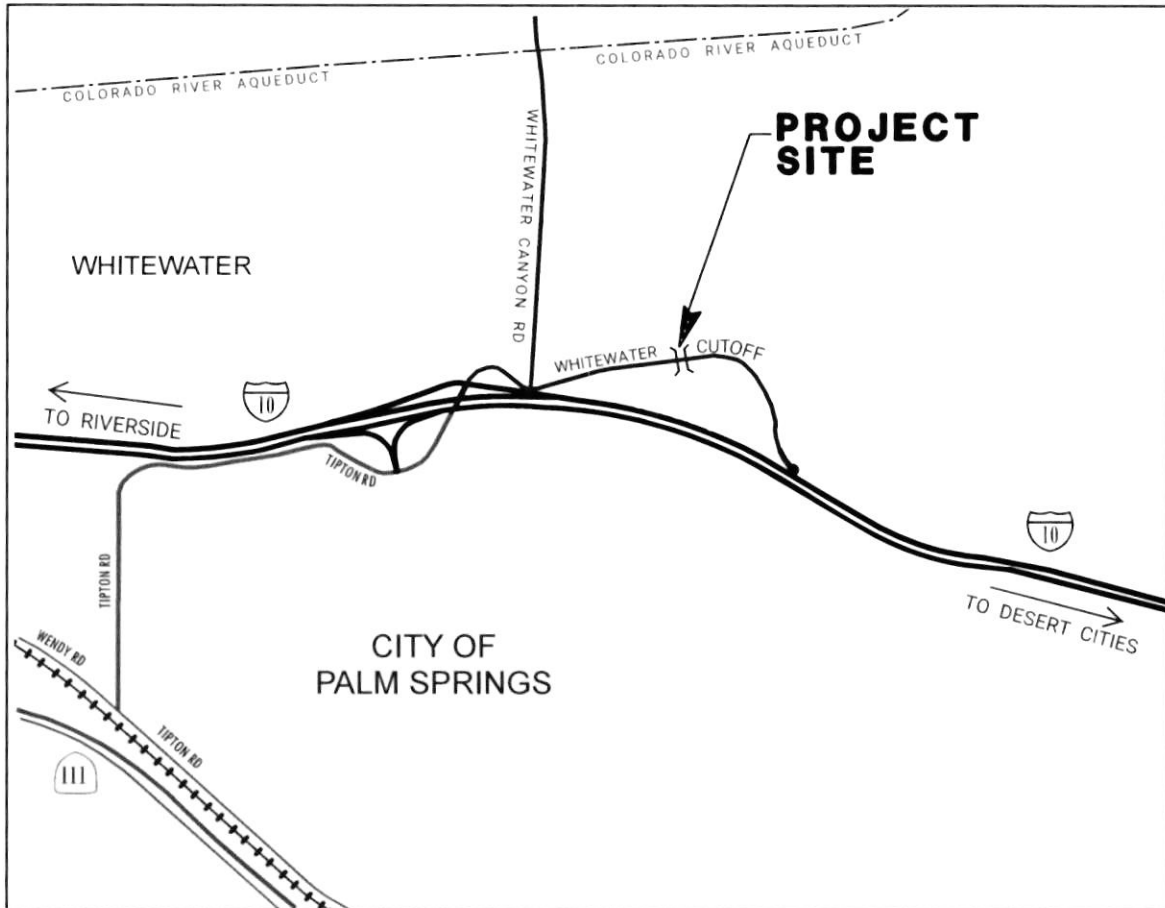
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

**EMERGENCY BRIDGE DEMOLITION
AFTER STORM DAMAGE
WHITEWATER CUTOFF BRIDGE
NORTH OF CITY OF PALM SPRINGS**

PROJECT No. 45-24180109



**PROJECT
LOCATION**



VICINITY MAP

Appendix C

Attachment “C” for Risk Level 1 Requirements

ATTACHMENT C RISK LEVEL 1 REQUIREMENTS

A. Effluent Standards

[These requirements are the same as those in the General Permit order.]

1. Narrative – Risk Level 1 dischargers shall comply with the narrative effluent standards listed below:
 - a. Storm water discharges and authorized non-storm water discharges regulated by this General Permit shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.
 - b. Dischargers shall minimize or prevent pollutants in storm water discharges and authorized non-storm water discharges through the use of controls, structures, and management practices that achieve BAT for toxic and non-conventional pollutants and BCT for conventional pollutants.
2. Numeric – Risk Level 1 dischargers are not subject to a numeric effluent standard.

B. Good Site Management "Housekeeping"

1. Risk Level 1 dischargers shall implement good site management (i.e., "housekeeping") measures for construction materials that could potentially be a threat to water quality if discharged. At a minimum, Risk Level 1 dischargers shall implement the following good housekeeping measures:
 - a. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
 - b. Cover and berm loose stockpiled construction materials that are not actively being used (i.e. soil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.).

- c. Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed).
 - d. Minimize exposure of construction materials to precipitation. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
 - e. Implement BMPs to prevent the off-site tracking of loose construction and landscape materials.
2. Risk Level 1 dischargers shall implement good housekeeping measures for waste management, which, at a minimum, shall consist of the following:
- a. Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.
 - b. Ensure the containment of sanitation facilities (e.g., portable toilets) to prevent discharges of pollutants to the storm water drainage system or receiving water.
 - c. Clean or replace sanitation facilities and inspecting them regularly for leaks and spills.
 - d. Cover waste disposal containers at the end of every business day and during a rain event.
 - e. Prevent discharges from waste disposal containers to the storm water drainage system or receiving water.
 - f. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.
 - g. Implement procedures that effectively address hazardous and non-hazardous spills.
 - h. Develop a spill response and implementation element of the SWPPP prior to commencement of construction activities. The SWPPP shall require that:
 - i. Equipment and materials for cleanup of spills shall be available on site and that spills and leaks shall be cleaned up immediately and disposed of properly; and

- ii. Appropriate spill response personnel are assigned and trained.
 - i. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.
3. Risk Level 1 dischargers shall implement good housekeeping for vehicle storage and maintenance, which, at a minimum, shall consist of the following:
 - a. Prevent oil, grease, or fuel to leak in to the ground, storm drains or surface waters.
 - b. Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.
 - c. Clean leaks immediately and disposing of leaked materials properly.
4. Risk Level 1 dischargers shall implement good housekeeping for landscape materials, which, at a minimum, shall consist of the following:
 - a. Contain stockpiled materials such as mulches and topsoil when they are not actively being used.
 - b. Contain fertilizers and other landscape materials when they are not actively being used.
 - c. Discontinue the application of any erodible landscape material within 2 days before a forecasted rain event or during periods of precipitation.
 - d. Apply erodible landscape material at quantities and application rates according to manufacture recommendations or based on written specifications by knowledgeable and experienced field personnel.
 - e. Stack erodible landscape material on pallets and covering or storing such materials when not being used or applied.
5. Risk Level 1 dischargers shall conduct an assessment and create a list of potential pollutant sources and identify any areas of the site where additional BMPs are necessary to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. This potential pollutant list shall be kept with the SWPPP and shall identify

all non-visible pollutants which are known, or should be known, to occur on the construction site. At a minimum, when developing BMPs, Risk Level 1 dischargers shall do the following:

- a. Consider the quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.
 - b. Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.
 - c. Consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.
 - d. Ensure retention of sampling, visual observation, and inspection records.
 - e. Ensure effectiveness of existing BMPs to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges.
6. Risk Level 1 dischargers shall implement good housekeeping measures on the construction site to control the air deposition of site materials and from site operations. Such particulates can include, but are not limited to, sediment, nutrients, trash, metals, bacteria, oil and grease and organics.

C. Non-Storm Water Management

1. Risk Level 1 dischargers shall implement measures to control all non-storm water discharges during construction.
2. Risk Level 1 dischargers shall wash vehicles in such a manner as to prevent non-storm water discharges to surface waters or MS4 drainage systems.
3. Risk Level 1 dischargers shall clean streets in such a manner as to prevent unauthorized non-storm water discharges from reaching surface water or MS4 drainage systems.

D. Erosion Control

1. Risk Level 1 dischargers shall implement effective wind erosion control.
2. Risk Level 1 dischargers shall provide effective soil cover for inactive¹ areas and all finished slopes, open space, utility backfill, and completed lots.
3. Risk Level 1 dischargers shall limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the discharger shall consider the use of plastic materials resistant to solar degradation.

E. Sediment Controls

1. Risk Level 1 dischargers shall establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site.
2. On sites where sediment basins are to be used, Risk Level 1 dischargers shall, at minimum, design sediment basins according to the method provided in CASQA's Construction BMP Guidance Handbook.

F. Run-on and Runoff Controls

Risk Level 1 dischargers shall effectively manage all run-on, all runoff within the site and all runoff that discharges off the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance with the effluent limitations in this General Permit.

G. Inspection, Maintenance and Repair

1. Risk Level 1 dischargers shall ensure that all inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the discharger. The QSP may delegate any or all of these activities to an employee trained to do the task(s) appropriately, but shall ensure adequate deployment.
2. Risk Level 1 dischargers shall perform weekly inspections and observations, and at least once each 24-hour period during extended

¹ Inactive areas of construction are areas of construction activity that have been disturbed and are not scheduled to be re-disturbed for at least 14 days.

storm events, to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Inspectors shall be the QSP or be trained by the QSP.

3. Upon identifying failures or other shortcomings, as directed by the QSP, Risk Level 1 dischargers shall begin implementing repairs or design changes to BMPs within 72 hours of identification and complete the changes as soon as possible.
4. For each inspection required, Risk Level 1 dischargers shall complete an inspection checklist, using a form provided by the State Water Board or Regional Water Board or in an alternative format.
5. Risk Level 1 dischargers shall ensure that checklists shall remain onsite with the SWPPP and at a minimum, shall include:
 - a. Inspection date and date the inspection report was written.
 - b. Weather information, including presence or absence of precipitation, estimate of beginning of qualifying storm event, duration of event, time elapsed since last storm, and approximate amount of rainfall in inches.
 - c. Site information, including stage of construction, activities completed, and approximate area of the site exposed.
 - d. A description of any BMPs evaluated and any deficiencies noted.
 - e. If the construction site is safely accessible during inclement weather, list the observations of all BMPs: erosion controls, sediment controls, chemical and waste controls, and non-storm water controls. Otherwise, list the results of visual inspections at all relevant outfalls, discharge points, downstream locations and any projected maintenance activities.
 - f. Report the presence of noticeable odors or of any visible sheen on the surface of any discharges.
 - g. Any corrective actions required, including any necessary changes to the SWPPP and the associated implementation dates.
 - h. Photographs taken during the inspection, if any.
 - i. Inspector's name, title, and signature.

H. Rain Event Action Plan

Not required for Risk Level 1 dischargers.

I. Risk Level 1 Monitoring and Reporting Requirements

Table 1 - Summary of Monitoring Requirements

Risk Level	Visual Inspection					Sample Collection	
	Quarterly non-Storm Water Discharge	Pre-Storm Event		Daily Storm BMP	Post Storm	Storm Water Discharge	Receiving Water
		Baseline	REAP				
1	X	X		X	X		

1. Construction Site Monitoring Program Requirements

- a. Pursuant to Water Code Sections 13383 and 13267, all dischargers subject to this General Permit shall develop and implement a written site-specific Construction Site Monitoring Program (CSMP) in accordance with the requirements of this Section. The CSMP shall include all monitoring procedures and instructions, location maps, forms, and checklists as required in this section. The CSMP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect project revisions. The CSMP shall be a part of the Storm Water Pollution Prevention Plan (SWPPP), included as an appendix or separate SWPPP chapter.
- b. Existing dischargers registered under the State Water Board Order No. 99-08-DWQ shall make and implement necessary revisions to their Monitoring Programs to reflect the changes in this General Permit in a timely manner, but no later than July 1, 2010. Existing dischargers shall continue to implement their existing Monitoring Programs in compliance with State Water Board Order No. 99-08-DWQ until the necessary revisions are completed according to the schedule above.
- c. When a change of ownership occurs for all or any portion of the construction site prior to completion or final stabilization, the new discharger shall comply with these requirements as of the date the ownership change occurs.

2. Objectives

The CSMP shall be developed and implemented to address the following objectives:

- a. To demonstrate that the site is in compliance with the Discharge Prohibitions;

- b. To determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives;
- c. To determine whether immediate corrective actions, additional Best Management Practice (BMP) implementation, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges; and
- d. To determine whether BMPs included in the SWPPP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.

3. Risk Level 1 - Visual Monitoring (Inspection) Requirements for Qualifying Rain Events

- a. Risk Level 1 dischargers shall visually observe (inspect) storm water discharges at all discharge locations within two business days (48 hours) after each qualifying rain event.
- b. Risk Level 1 dischargers shall visually observe (inspect) the discharge of stored or contained storm water that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Stored or contained storm water that will likely discharge after operating hours due to anticipated precipitation shall be observed prior to the discharge during operating hours.
- c. Risk Level 1 dischargers shall conduct visual observations (inspections) during business hours only.
- d. Risk Level 1 dischargers shall record the time, date and rain gauge reading of all qualifying rain events.
- e. Within 2 business days (48 hours) prior to each qualifying rain event, Risk Level 1 dischargers shall visually observe (inspect):
 - i. All storm water drainage areas to identify any spills, leaks, or uncontrolled pollutant sources. If needed, the discharger shall implement appropriate corrective actions.
 - ii. All BMPs to identify whether they have been properly implemented in accordance with the SWPPP. If needed, the discharger shall implement appropriate corrective actions.

- iii. Any storm water storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.
- f. For the visual observations (inspections) described in e.i and e.iii above, Risk Level 1 dischargers shall observe the presence or absence of floating and suspended materials, a sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.
- g. Within two business days (48 hours) after each qualifying rain event, Risk Level 1 dischargers shall conduct post rain event visual observations (inspections) to (1) identify whether BMPs were adequately designed, implemented, and effective, and (2) identify additional BMPs and revise the SWPPP accordingly.
- h. Risk Level 1 dischargers shall maintain on-site records of all visual observations (inspections), personnel performing the observations, observation dates, weather conditions, locations observed, and corrective actions taken in response to the observations.

4. Risk Level 1 – Visual Observation Exemptions

- a. Risk Level 1 dischargers shall be prepared to conduct visual observation (inspections) until the minimum requirements of Section I.3 above are completed. Risk Level 1 dischargers are not required to conduct visual observation (inspections) under the following conditions:
 - i. During dangerous weather conditions such as flooding and electrical storms.
 - ii. Outside of scheduled site business hours.
- b. If no required visual observations (inspections) are collected due to these exceptions, Risk Level 1 dischargers shall include an explanation in their SWPPP and in the Annual Report documenting why the visual observations (inspections) were not conducted.

5. Risk Level 1 – Monitoring Methods

Risk Level 1 dischargers shall include a description of the visual observation locations, visual observation procedures, and visual observation follow-up and tracking procedures in the CSMP.

6. Risk Level 1 – Non-Storm Water Discharge Monitoring Requirements

- a. Visual Monitoring Requirements:
 - i. Risk Level 1 dischargers shall visually observe (inspect) each drainage area for the presence of (or indications of prior) unauthorized and authorized non-storm water discharges and their sources.
 - ii. Risk Level 1 dischargers shall conduct one visual observation (inspection) quarterly in each of the following periods: January-March, April-June, July-September, and October-December. Visual observation (inspections) are only required during daylight hours (sunrise to sunset).
 - iii. Risk Level 1 dischargers shall ensure that visual observations (inspections) document the presence or evidence of any non-storm water discharge (authorized or unauthorized), pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.), and source. Risk Level 1 dischargers shall maintain on-site records indicating the personnel performing the visual observation (inspections), the dates and approximate time each drainage area and non-storm water discharge was observed, and the response taken to eliminate unauthorized non-storm water discharges and to reduce or prevent pollutants from contacting non-storm water discharges.

7. Risk Level 1 – Non-Visible Pollutant Monitoring Requirements

- a. Risk Level 1 dischargers shall collect one or more samples during any breach, malfunction, leakage, or spill observed during a visual inspection which could result in the discharge of pollutants to surface waters that would not be visually detectable in storm water.
- b. Risk Level 1 dischargers shall ensure that water samples are large enough to characterize the site conditions.
- c. Risk Level 1 dischargers shall collect samples at all discharge locations that can be safely accessed.
- d. Risk Level 1 dischargers shall collect samples during the first two hours of discharge from rain events that occur during business hours and which generate runoff.
- e. Risk Level 1 dischargers shall analyze samples for all non-visible pollutant parameters (if applicable) - parameters indicating the

presence of pollutants identified in the pollutant source assessment required (Risk Level 1 dischargers shall modify their CSMPs to address these additional parameters in accordance with any updated SWPPP pollutant source assessment).

- f. Risk Level 1 dischargers shall collect a sample of storm water that has not come in contact with the disturbed soil or the materials stored or used on-site (uncontaminated sample) for comparison with the discharge sample.
- g. Risk Level 1 dischargers shall compare the uncontaminated sample to the samples of discharge using field analysis or through laboratory analysis.²
- h. Risk Level 1 dischargers shall keep all field /or analytical data in the SWPPP document.

8. Risk Level 1 – Particle Size Analysis for Project Risk Justification

Risk Level 1 dischargers justifying an alternative project risk shall report a soil particle size analysis used to determine the RUSLE K-Factor. ASTM D-422 (Standard Test Method for Particle-Size Analysis of Soils), as revised, shall be used to determine the percentages of sand, very fine sand, silt, and clay on the site.

9. Risk Level 1 – Records

Risk Level 1 dischargers shall retain records of all storm water monitoring information and copies of all reports (including Annual Reports) for a period of at least three years. Risk Level 1 dischargers shall retain all records on-site while construction is ongoing. These records include:

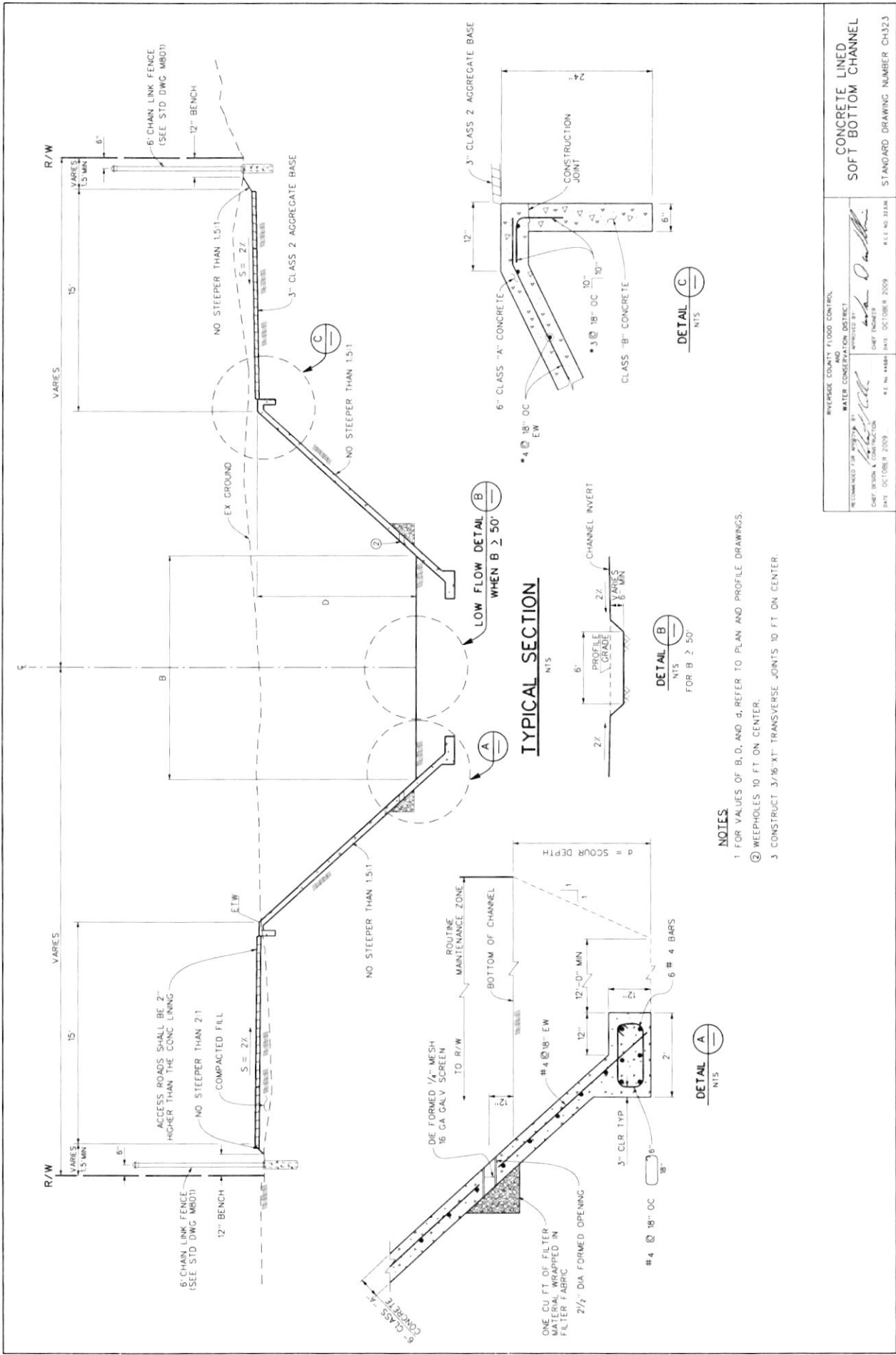
- a. The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation.
- b. The individual(s) who performed the facility inspections, sampling, visual observation (inspections), and or measurements.
- c. The date and approximate time of analyses.
- d. The individual(s) who performed the analyses.

² For laboratory analysis, all sampling, sample preservation, and analyses must be conducted according to test procedures under 40 CFR Part 136. Field discharge samples shall be collected and analyzed according to the specifications of the manufacturer of the sampling devices employed.

- e. A summary of all analytical results from the last three years, the method detection limits and reporting units, and the analytical techniques or methods used.
- f. Rain gauge readings from site inspections.
- g. Quality assurance/quality control records and results.
- h. Non-storm water discharge inspections and visual observation (inspections) and storm water discharge visual observation records (see Sections I.3 and I.6 above).
- i. Visual observation and sample collection exception records (see Section I.4 above).
- j. The records of any corrective actions and follow-up activities that resulted from analytical results, visual observation (inspections), or inspections.

Appendix D

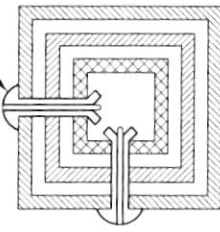
Reference Drawings



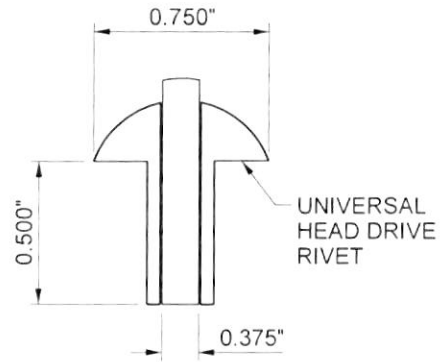
RIVET LOCATIONS
SEE NOTE 6 ON
SHEET 2 OF 2

DIRECTION OF
TRAFFIC FLOW

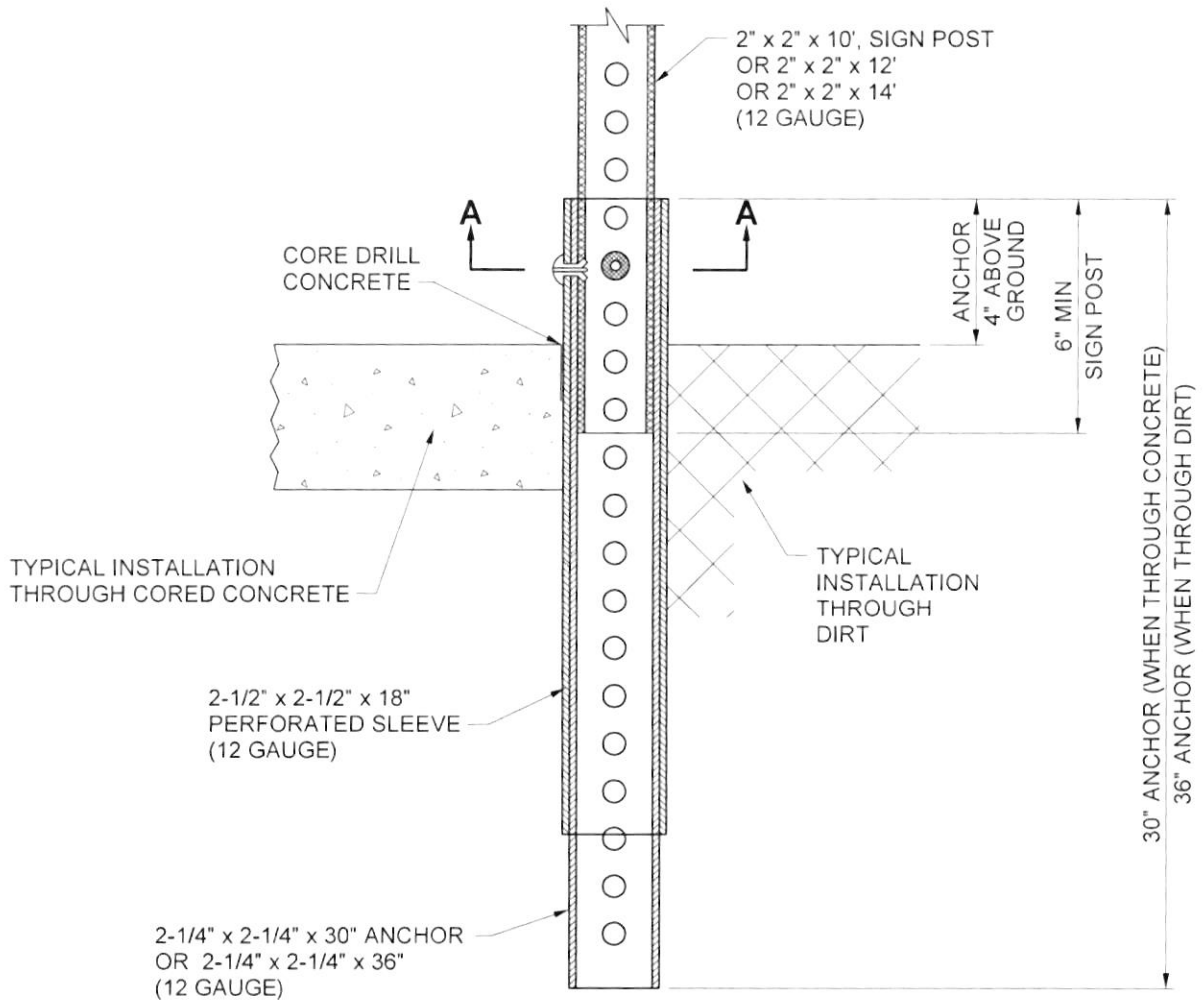
STREET SIDE
OF POST



SECTION "A-A"



RIVET DETAIL



NOT TO SCALE

PREPARED UNDER THE SUPERVISION OF:

Mark Lancaster

11/30/22

DATE

DIRECTOR OF TRANSPORTATION
MARK LANCASTER, P.E.



COUNTY OF RIVERSIDE

**SIGN POST
INSTALLATION**

STANDARD No. 1222 (1 OF 2)

REVISION	DESCRIPTION	MARK	DATE	APPROVED

NOTES:

1. SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, "TELESPAR", SHALL BE USED FOR ALL TRAFFIC CONTROL AND INFORMATIONAL SIGNS WITHIN ROAD RIGHT OF WAY.
2. THE NUMBER OF POSTS REQUIRED FOR SIGN INSTALLATION SHALL BE DETERMINED BY THE AREA OF THE SIGN OR COMBINATION OF SIGNS TO BE INSTALLED. A SINGLE POST SHALL BE USED WHERE BOTH THE LENGTH AND WIDTH ARE 48" OR LESS. DOUBLE POSTS SHALL BE USED WHERE EITHER THE LENGTH OR WIDTH EXCEEDS 48".
3. THE 2 PIECE ANCHOR AND SLEEVE ASSEMBLY SHALL CONSIST OF A 2 1/4" SQUARE BY 30" (THROUGH SIDEWALK) OR 36" (THROUGH SOIL) ANCHOR WITH A 2 1/2" SQUARE BY 18" SLEEVE. ALL SLEEVES AND ANCHORS SHALL BE 12 GAUGE.
4. THE ANCHOR AND SLEEVE ASSEMBLIES SHALL BE DRIVEN SIMULTANEOUSLY UNTIL ONLY 4" REMAINS ABOVE GROUND LEVEL.
5. ALL DIRT SHALL BE REMOVED FROM THE INSIDE TOP 6" MINIMUM OF THE ANCHOR ASSEMBLY TO ALLOW FOR THE INSTALLATION OF THE SIGN POST.
6. INSTALL 2" SQUARE SIGN POST MINIMUM 6" INTO THE ANCHOR ASSEMBLY AND SECURE IN PLACE WITH TWO 3/8" DRIVE RIVETS AS SHOWN. THE RIVETS SHALL BE INSTALLED ON THE SIDE FACING TRAFFIC FLOW AND THE SIDE OF APPROACHING TRAFFIC AS SHOWN IN ORDER TO ACHIEVE THE MAXIMUM BREAK-AWAY EFFECT.
7. INSTALLATION ACCORDING TO THESE REQUIREMENTS IS ESSENTIAL TO MAINTAIN BREAKAWAY CHARACTERISTICS OF THE POST SYSTEM.
8. SEE STANDARD No's. 1220 AND 1221 FOR PLACEMENT OF SIGN POST.
9. ALL ANCHOR ASSEMBLIES SHALL BE CORE DRILLED THROUGH CONCRETE AND ASPHALT.
10. ALL SIGNS ATTACHED TO PERFORATED POSTS SHALL HAVE ZINC COATED OR STAINLESS STEEL WASHERS BEHIND THE RIVET THAT ARE LARGER THAN THE HEAD OF THE RIVET.
11. ALL REGULATORY, WARNING AND GUIDE SIGNS INSTALLED SHALL BE 0.080 INCHES IN THICKNESS.
12. ALL SIGNS 36" OR LARGER SHALL BE INSTALLED WITH BACK BRACES SPECIFICALLY DESIGNED FOR 2" SQUARE PERFORATED POSTS. (2" RISE)
13. IN SOME INSTANCES CONCRETE FOUNDATION MAY BE REQUIRED TO ENSURE PROPER STABILITY, THIS OPTION IS TO BE USED AT THE DISCRETION OF THE COUNTY ENGINEER OR DESIGNEE.

NOT TO SCALE

PREPARED UNDER THE SUPERVISION OF:

Mark Lancaster 11/30/22
 DIRECTOR OF TRANSPORTATION DATE
 MARK LANCASTER, P.E.



COUNTY OF RIVERSIDE

**SIGN POST
 INSTALLATION**

STANDARD No. 1222 (2 OF 2)

REVISION DESCRIPTION	MARK	DATE	APPROVED

County of Riverside
Transportation Land Management Agency (TLMA)
Transportation Department

Emergency Bridge Demolition After Storm Damage
Whitewater Cutoff Bridge
North of City of Palm Springs
Project No. 45-24180109

Schedule "A"

BUDGET ADJUSTMENT

Use of Restricted Fund Balance:

20000-3130100000-321101	Restricted Program Money	\$ 1,500,000
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Increase appropriations:

20000-3130100000-524660	Consultants	\$ 1,500,000
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