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



ITEM: 3.26 (ID # 23822)

**MEETING DATE:** 

Tuesday, February 06, 2024

FROM: TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Plans and Specifications and Authorization to Advertise for Bid for the Construction of Mission Lakes Boulevard, Little Morongo Road, and Langlois Road Resurfacing Project, in the Communities of Mission Lakes and Southeast Desert Hot Springs; CEQA Exempt per State CEQA Guidelines Section 15301, District 4. [\$2,021,827 Total Cost - Local Funds 100%] (Clerk to Advertise)

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

- Find that the Mission Lakes Boulevard, Little Morongo Road, and Langlois Road Resurfacing Project are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) - Existing Facilities;
- 2. Approve the plans and specifications for the construction of the Mission Lakes Boulevard, Little Morongo Road, and Langlois Road Resurfacing Project, in the Communities of Mission Lakes and Southeast Desert Hot Springs;
- 3. Authorize the Clerk of the Board to advertise for bids to be received by the office of the Director of Transportation and Land Management at the Transportation Annex located at 3525 14th Street, Riverside, CA 92501. All bids must be received up to the hour of 2:00 p.m., Wednesday, February 28, 2024, at which time bids will be opened; and
- 4. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk and the State Clearinghouse for posting within five (5) working days.

**ACTION:Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: Absent: None None

Date:

February 6, 2024

XC:

Trans., Recorder, COBCF

3 26

Kimberly A. Rector Clerk of the Board

By: // lamu /i

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	To	otal Cost:	Ongoing Cost	
COST	\$ 1,010,914	\$ 1,010,913	\$ 2,021,827			0
NET COUNTY COST	\$ 0	\$ 0		\$ 0	:	0
SOURCE OF FUNDS:						
Water District (0.4%).	Gas Tax/HUTA (3.8%), Gas Tax/SB-1 (95.8%), and Mission Springs Water District (0.4%). There are no General Funds used in this project.					
				For Fiscal Y	'ear: 23/24 - 24	/25

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

# **Summary**

The County of Riverside Transportation Department is proposing to resurface approximately 4,200 feet segment of Mission Lakes Boulevard and 3,700 feet segment of Little Morongo Road in the Community of Mission Lakes; and a 670 feet segment of Langlois Road in the Community of Southeast Desert Hot Springs in the Coachella Valley area of Riverside County.

The road segments included in these projects are as follows:

Road	From	То
Mission Lakes Boulevard	460 feet West of Clubhouse Boulevard	Little Morongo Road
Little Morongo Road	Mission Lakes Boulevard	Augusta Avenue
Langlois Road	Clifton Street	670 feet North

The projects are combined to bid as one project in order to gain cost efficiencies by eliminating multiple bidding and administrative procedures on similar work and to seek more favorable proposed costs associated with larger bid quantities.

Roadway resurfacing is needed due to the deteriorated pavement conditions. The proposed resurfacing project consists of removing the existing asphalt concrete pavement and underlying material and placing back new Hot Mix Asphalt pavement.

Additional improvements include reconstruction of cross gutters and curb and gutter, construction of a concrete low water crossing dip section on Mission Lakes Boulevard, placement of safety edge to protect the outside edge of pavement, placement of thermoplastic crosswalk markings and pavement markings, roadside signs, and other associated work.

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

The bid documents include the following bid schedules of work:

# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE. STATE OF CALIFORNIA

Base Bid Schedule 1:

Mission Lakes Boulevard Resurfacing

Base Bid Schedule 2:

Little Morongo Road Resurfacing

Base Bid Schedule 3:

Langlois Road Resurfacing

Alternative Bid Schedule 1: Mission Springs Water District (MSWD) Facilities Adjustments

The adjustment of the facilities owned by MSWD are also included in the bid package as an alternative bid schedule. If MSWD approves the award of the alternative bid schedule, as bid by the apparent low bidder, the cost for the work will be funded by MSWD through a reimbursement letter Agreement that will be executed by the Director of Transportation. The Director of Transportation has the authority to sign reimbursement Agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

The Transportation Department will select the contractor based upon the lowest responsive and responsible bid.

Project No.

D1-0073 - Mission Lakes Boulevard Resurfacing

D1-0074 - Little Morongo Resurfacing D2-0074 - Langlois Road Resurfacing

#### **Environmental Findings**

The proposed projects are exempt from CEQA under Section 15301 (c) - Existing Facilities exemption because Mission Lakes Boulevard, Little Morongo Road, and Langlois Road resurfacing do not create additional traffic lanes and involves negligible or no expansion of existing or former use of the existing roadway and associated facilities.

#### Impact on Citizens and Businesses

The purpose of this project is to replace existing deteriorated pavement with new Hot Mix Asphalt on segments of Mission Lakes Boulevard, Little Morongo Road, and Langlois Road, in the Communities of Mission Lakes and Southeast Desert Hot Springs. The new pavement will provide the public with a smooth, safe, and efficient paved roadway.

Full closure of Mission Lakes Boulevard for seven consecutive days will be necessary to complete the construction of the concrete dip section between Warwick Drive and Little Morongo Road. Throughout the seven day closure work, access for travel will be provided by way of a detour route.

The work is scheduled to begin in late spring 2024. The work will be phased to keep the road open during construction as much as possible and will take approximately two and a half months to complete.

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

## SUPPLEMENTAL:

# **Additional Fiscal Information**

The construction contract is estimated to cost approximately \$2,021,827. The County improvements will be funded with Gas Tax/HUTA, Gas Tax/SB-1 and MSWD funds.

There are no General Funds used in this project.

# **Contract History and Price Reasonableness**

N/A

# **ATTACHMENTS:**

Vicinity Map
Notice to Bidders
Notice of Exemption and Journal Voucher
Specifications and Contract Documents Cover Page

√ason Farin, Principal Management Analyst

nty Sounsel 1/29/2024



Director of Transportation

# **COUNTY OF RIVERSIDE**

# TRANSPORTATION AND LAND MANAGEMENT AGENCY

# Transportation Department NOTICE OF EXEMPTION

Mojahed Salama, P.E.

Deputy for Transportation/Capital

September 28, 2023

PROJECT TITLE: Resurfacing Project - District 4

Work Order# ZD10073C, ZD10074C & ZD20074C Task Code #Z1530

PROJECT SPONSOR: County of Riverside Transportation Department

PROJECT LOCATION: Community of Mission Lakes and Southeast Desert Hot Springs

SUPERVISORIAL DISTRICT: 4th

<u>PROJECT DESCRIPTION:</u> The County of Riverside Transportation Department proposes to resurface two project locations in the Community of Mission Lakes and one project in southeast Desert Hot Springs.

The first project within the community of Mission Lakes is the resurfacing of Mission Lakes Blvd from 460 feet west of Clubhouse Boulevard to Little Morongo Road. The second project is the resurfacing of Little Morongo Rd from Mission Lakes Blvd to Augusta Ave. Both roads include portions of street that share jurisdiction with the City of Desert Hot Springs, however, only the County's portion of the streets will be resurfaced.

The third project is located southeast of the community of Desert Hot Springs is the resurfacing of Langlois Road from Clifton Street to 670 feet north of Clifton Street. Langlois Rd is a two-lane road with width varying from 22 feet to 40 feet.

The proposed work consists of removing existing asphalt concrete pavement, scarifying underlying material, perform moisture conditioning and recompacting existing material, and paving with hot mix asphalt.

FILED/POSTED

County of Riverside Peter Aldana Assessor-County Clerk-Recorder E-202400136 02/07/2024 10:55 AM Fee: \$ 50.00

Removed: By: Deputy

02/06/2024 3.26

The Mission Lakes Blvd. and Little Morongo Rd. projects will include:

- Reconstruction of Portland cement concrete (PCC) curb & gutter
- Reconstruction of PCC cross gutters and spandrels
- Reconstruction and lengthen PCC dip section
- Reconstruction of PCC channel
- · Placement of safety edge and shoulder backing
- Utility valve can and manhole adjustments
- Re-striping of roadway, including pavement markers/reflectors
- Salvage/removal of existing signs and installation of new signs

The Langlois Rd project will also include:

- Construction of PCC cross gutter
- Placement of safety edge
- Re-striping of abutting private roadway

ENVIRONMENTAL ANALYSIS: The proposed project does not require additional right of way nor temporary construction easements. The project will extend the life of the pavement of the treated roads, which is a benefit to the traveling public. The project consists of maintenance and repair of an existing public road. There is no expansion of use of the road as a result of the project.

These proposed projects are subject to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Area. In accordance with the CVMSHCP, necessary operation and maintenance along existing roadways are considered a covered activity outside conservation areas. Grading beyond the existing road pavement is limited to within the County right-of-way. For the Langlois Rd project a Permit to Enter and Construct (PEC) will be required to partially resurface and re-stripe an abutting private roadway.

Additionally, these projects are considered to be safety improvement projects under operation and maintenance, therefore they are covered activities under the CVMSHCP. Each of these projects will comply with the construction guidelines outlined in the CVMSHCP as well as Best Management Practices.

If tree and/or vegetation removal takes place during the typical migratory bird breeding season (February 1 – September 1), a preconstruction nesting and will be conducted pursuant to the Migratory Bird Treaty Act of 1918 and California Fish and Game Codes Section 3500, 3503, 3503.5, 3513, and 3800.

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 15301 (c) - Existing Facilities - The project proposes to resurface the existing pavement surface and replace non-compliant curb ramps, remove and replace thermoplastic crosswalk and pavement markings, and paint traffic stripes. The project in its entirety is consistent with Section 15301(c) because it does not create additional traffic lanes and involves no expansion of use of the existing roadway and associated facilities.

By: Lisa Ann Wadley, PMP, Associate Transportation Planner

Signed: Jan Bulinski, Environmental Project Manager

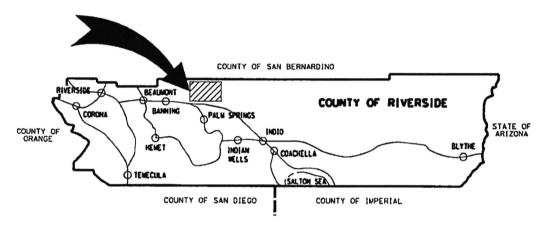
# TRANSPORTATION DEPARTMENT

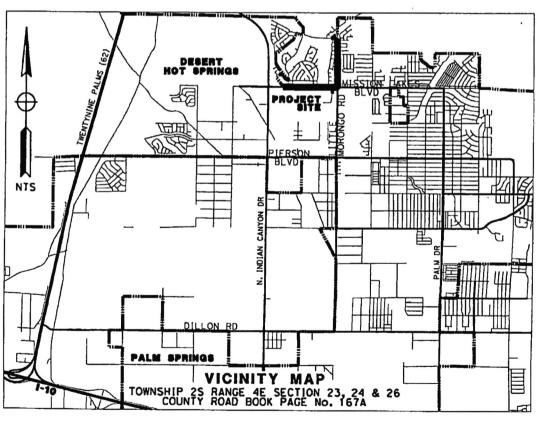
# MISSION LAKES BLVD. AND LITTLE MORONGO RD.

RESURFACING
MISSION LAKES BLVD: 0.09 MILE W CLUBHOUSE BLVD TO LITTLE MORONGO RD
LITTLE MORONGO RD: MISSION LAKES BLVD TO AUGUSTA AVE

COMMUNITY OF MISSION LAKES

PROJECT No. D1-0073 & D1-0074





# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

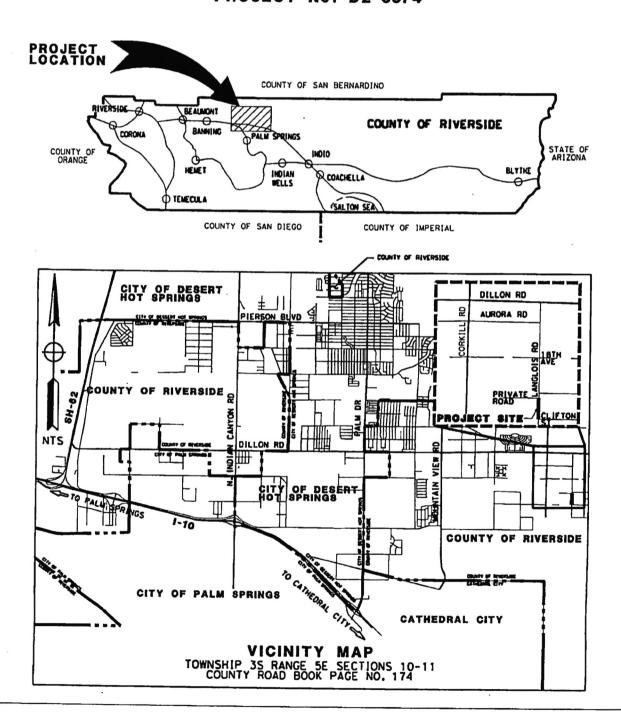
# LANGLOIS ROAD

RESURFACING

CLIFTON ST TO PRIVATE ROAD

COMMUNITY OF SOUTHEAST DESERT HOT SPRINGS

PROJECT No. D2-0074



# COUNTY OF RIVERSIDE

# TRANSPORTATION DEPARTMENT

# MISSION LAKES BOULEVARD RESURFACING

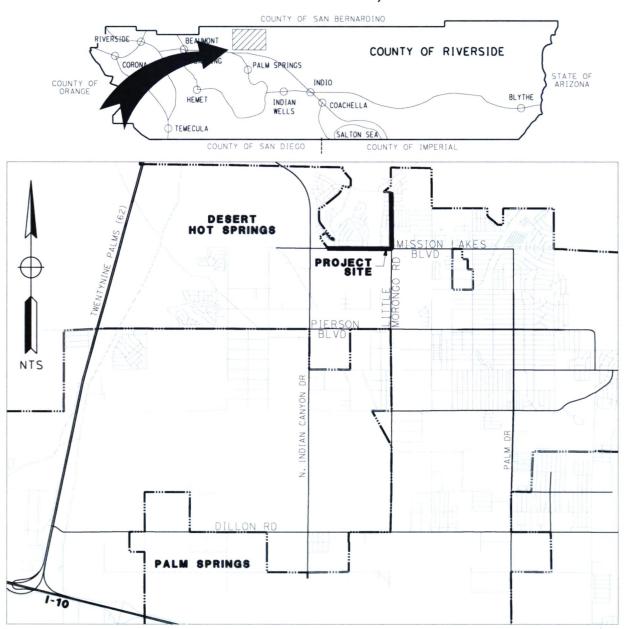
460-FEET WEST OF CLUBHOUSE BOULEVARD TO LITTLE MORONGO ROAD;

# AND

# LITTLE MORONGO ROAD RESURFACING

MISSION LAKES BOULEVARD TO AUGUSTA AVENUE

# COMMUNITY OF MISSION LAKES PROJECT No. D1-0073, D1-0074



VICINITY MAP

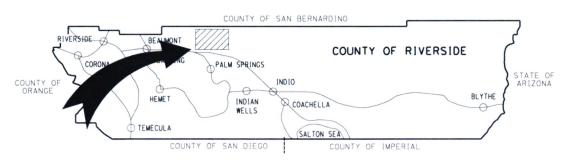
# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

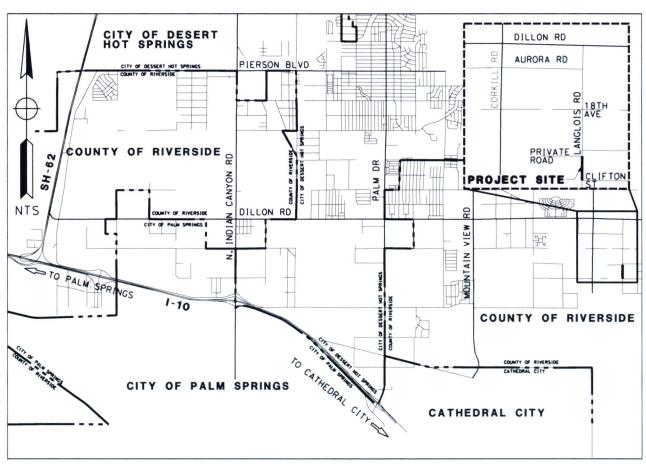
# LANGLOIS ROAD RESURFACING

**CLIFTON STREET TO 670-FEET NORTH** 

# **COMMUNITY OF SOUTHEAST DESERT HOT SPRINGS**

PROJECT No. D2-0074





VICINITY MAP

#### **Notice to Bidders**

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

Mission Lakes Boulevard and Little Morongo Road Resurfacing
Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road
Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

Bid shall be delivered to the County of Riverside Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, February 28, 2024, to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated December 2023, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of \$40.00 per set, plus mailing costs. Email request of bidding documents, with company and contact information, to Bids-Contracts@rivco.org and reference this project (or contact the address or telephone number above).

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$ 1,250,000 - \$ 1,445,000 \$ 520,000 - \$ 610,000 \$ 70,000 - \$ 81,000 \$ 7,000 - \$ 8,500	(Base Bid Schedule 1) (Base Bid Schedule 2) (Base Bid Schedule 3) (Alternative Bid Schedule 1)
Bid Bond Performance Bond Payment Bond Working Days	10 % 100 % 100 % 60	

https://trans.rctlma.org/notices-inviting-bids

V.050321

Website:

Mission Lakes Blvd. - Little Morongo Rd. - Langlois Rd. Resurfacing

#### Printed:

#### 12/12/2023 11:05

# **Engineer's Estimate**

# W.O.# D1-0073 - Mission Lakes Blvd

D1-0073 - D1-0074 - D2-0074

**ESTIMATED** UNIT BID **AMOUNT** ITEM CODE ITEM QUANTITY NO \$20,000.00 \$20,000.00 DUST ABATEMENT LS 066100 1 \$10,000,00 LS 1 \$10,000.00 2 100100 DEVELOP WATER SUPPLY TRAFFIC CONTROL SYSTEM LS \$80,000.00 \$80,000.00 120100 3 \$10,000.00 \$10,000.00 PREPARE STORM WATER POLLUTION PREVENTION PLAN LS 1 4 130300 \$10,000.00 \$10,000.00 LS 5 170103 CLEARING AND GRUBBING (LS) 1 \$10.00 \$1,500.00 TEMPORARY HIGH-VISIBILITY FENCE 1 F 150 6 160110 CY 2,805 \$50.00 \$140.250.00 7 ROADWAY EXCAVATION 190101 (F) \$80.00 \$3,680.00 CLASS 2 AGGREGATE BASE (CY) CY 46 260203 8 TON 6,163 \$120.00 \$739,560.00 9 390132 HOT MIX ASPHALT (TYPE A) 15 \$25.00 \$375.00 LF 017304 MINOR CONCRETE (CURB AND GUTTER) (CRS 200) \$127,050.00 017314 MINOR CONCRETE (DIP SECTION) (CRS 307) SQFT 4 235 \$30.00 11 SQFT 3,574 \$20.00 \$71,480.00 017317 MINOR CONCRETE (CROSS-GUTTER AND SPANDREL) 12 MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)(PCC 144 \$15.00 \$2,160.00 SQFT 13 731502 CHANNEL) 317 \$5.00 \$1,585.00 PAVEMENT MARKER (RETROREFLECTIVE) FA 14 810230 (F) \$900.00 6 \$150.00 EA 15 820410 SALVAGE ROADSIDE SIGN \$1.750.00 16 820840 ROADSIDE SIGN - ONE POST EΑ 5 \$350.00 SQFT 622 \$5.00 \$3,110.00 17 840519 THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING \$0.50 \$4,187.00 LF 8,374 840656 (F) PAINT TRAFFIC STRIPE (2-COAT) 18 FA \$130,000.00 \$130,000.00 MISCELLANEOUS WORK (AS DIRECTED) 1 19 010602 \$0.00 \$0.00 0 \$0.00 0 \$0.00

SUBTOTAL Items 1 - 19

One Million Three Hundred Fifty Seven Thousand Five Hundred Eighty Seven Dollars and No Cents

\$1,357,587

"Words"

D1-0074 - Little Morongo Rd

20	190101 (F)	ROADWAY EXCAVATION	CY	1,819	\$50.00	\$90,950.00
21	390132	HOT MIX ASPHALT (TYPE A)	TON	3,997	\$120.00	\$479,640.00
22	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	283	\$5.00	\$1,415.00
23	820410	SALVAGE ROADSIDE SIGN	EA	6	\$150.00	\$900.00
24	820840	ROADSIDE SIGN - ONE POST	EA	6	\$350.00	\$2,100.00
25	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	348	\$5.00	\$1,740.00
26	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,800	\$0.50	\$2,900.00
				0	\$0.00	\$0.00
				0	\$0.00	\$0.00

SUBTOTAL Items

20 - 26

Five Hundred Seventy Nine Thousand Six Hundred Forty Five Dollars and No Cents

\$579.645

"Words"

D2-0074 - Langlois Rd

Γ	27	190101 (F)	ROADWAY EXCAVATION	CY	183	\$50.00	\$9,150.00
Г	28	390132	HOT MIX ASPHALT (TYPE A)	TON	313	\$120.00	\$37,560.00

Printed:

12/12/2023 11:05

# Mission Lakes Blvd. - Little Morongo Rd. - Langlois Rd. Resurfacing

#### **Engineer's Estimate**

W O # D1-0073 - Mission Lakes Blvd

D1-0073 - D1-0074 - D2-0074

ITEM NO	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
29	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	152	\$15.00	\$2,280.00
30	721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B) (CY)	CY	1	\$1,000.00	\$1,000.00
31	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	576	\$20.00	\$11,520.00
32	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	554	\$25.00	\$13,850.00
33	820840	ROADSIDE SIGN - ONE POST	EA	3	\$350.00	\$1,050.00
34	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	37	\$5.00	\$185.00
				0	\$0.00	\$0.00
				0	\$0.00	\$0.00

SUBTOTAL Items 27 - 34

Seventy Six Thousand Five Hundred Ninety Five Dollars and No Cents

\$76,595

"Words"

ALTERNATIVE 1 - Mission Springs Water District

35	710228	ADJUST SEWER MANHOLE	EA	2	\$2,000.00	\$4,000.00
36	710214	ADJUST VALVE BOX FRAME AND COVER TO GRADE	EA	8	\$500.00	\$4,000.00
				0	\$0.00	\$0.00
				0	\$0.00	\$0.00

SUBTOTAL Items 35 - 36

Eight Thousand Dollars and No Cents

\$8,000

"Words"

SUBTOTAL Items 1

- 36

Two Million Twenty One Thousand Eight Hundred Twenty Seven Dollars and No Cents

\$2,021,827

CONTINGENCY

	999994	CONTINGENCY	LS	10%	\$202,183	\$202,183
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**GRAND TOTAL** 

Two Million Two Hundred Twenty Four Thousand Nine Dollars and Seventy Cents

\$2,224,010

"Words"

Christopher Barr

11/27/2023

Prepared by:

Alfredo Martinez

Checked by:

# SPECIFICATIONS and CONTRACT DOCUMENTS for the CONSTRUCTION

# Of

Mission Lakes Boulevard and Little Morongo Road Resurfacing

Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road

Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes Project No. D1-0073, D1-0074; and

Langlois Road Resurfacing

Clifton Street to 670-Feet North

Community of Southeast Desert Hot Springs

Project No. D2-0074



# TRANSPORTATION DEPARTMENT

FORM APPROVED COUNTY COUNSEL
BY:

# SPECIFICATIONS and CONTRACT DOCUMENTS for the CONSTRUCTION

of

Mission Lakes Boulevard and Little Morongo Road Resurfacing

Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road

Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes

Project No. D1-0073, D1-0074; and

**Langlois Road Resurfacing** 

Clifton Street to 670-Feet North

**Community of Southeast Desert Hot Springs** 

Project No. D2-0074



TRANSPORTATION DEPARTMENT

# General

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

# General

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

# COUNTY OF RIVERSIDE

# TRANSPORTATION DEPARTMENT

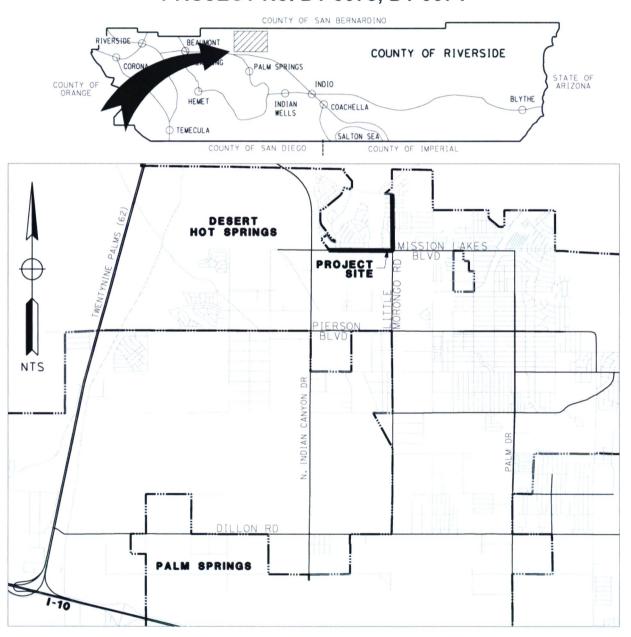
# MISSION LAKES BOULEVARD RESURFACING

460-FEET WEST OF CLUBHOUSE BOULEVARD TO LITTLE MORONGO ROAD; AND

# LITTLE MORONGO ROAD RESURFACING

MISSION LAKES BOULEVARD TO AUGUSTA AVENUE

# COMMUNITY OF MISSION LAKES PROJECT No. D1-0073, D1-0074



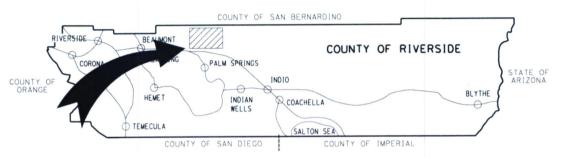
VICINITY MAP

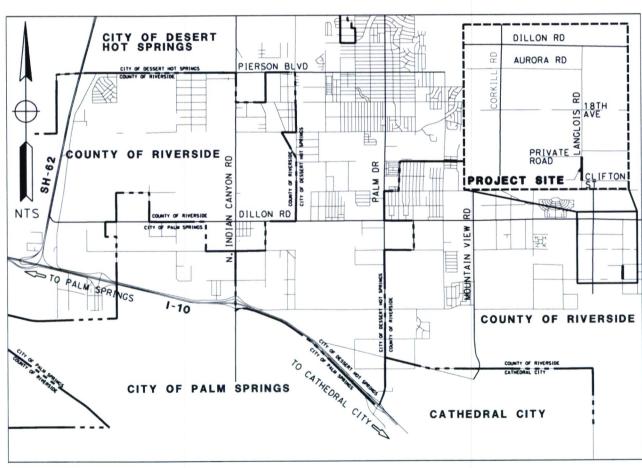
# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

# LANGLOIS ROAD RESURFACING

**CLIFTON STREET TO 670-FEET NORTH** 

# COMMUNITY OF SOUTHEAST DESERT HOT SPRINGS PROJECT No. D2-0074





VICINITY MAP

# **Specifications and Contract Documents**

for the construction of

Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes Project No. D1-0073, D1-0074; and

# Langlois Road Resurfacing

Clifton Street to 670-Feet North Community of Southeast Desert Hot Springs Project No. D2-0074

Project No. D2-0074	
Contract Approval(s)	
Approval:	
Khalid Nasim	11/7/2023
Khalid Nasim, PE Engineering Division Manager	Date
Engineering Certification(s)	
These specifications, special provisions, and estimates direction of the following Registered Civil Engineer(s):	have been prepared by or under the
Alfredo Martinez, PE  11/06/2023  Date	Alfredo Martinez  No. C - 74665  CIVIL  OF CAUFORNIT

V.060719 ii

# **Specifications and Contract Documents**

for the construction of

Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

> Community of Mission Lakes Project No. D1-0073, D1-0074; and

# Langlois Road Resurfacing

Clifton Street to 670-Feet North Community of Southeast Desert Hot Springs Project No. D2-0074

Water Pollution Control - Specifications and Special Provisions

Reviewed and Recommended by:

Jan Bulinski
Jan Bulinski
Environmental Project Manager/NPDES
Coordinator

11/8/23 Date

# **Specifications and Contract Documents**

for the construction of

Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes Project No. D1-0073, D1-0074; and

# Langlois Road Resurfacing

Clifton Street to 670-Feet North Community of Southeast Desert Hot Springs Project No. D2-0074

# Transportation Department Management Review and Recommendation

Traffic Engineering		Highway Operations	
Dennis Acuna Engineering Division Manager	11/8/2023 Date	Paul Russell Paul Russell Highway Operations Superintendent	7/23 e
Environmental		Construction / Inspection	
Jan Bulinski Jan Bulinski Environmental Project Manager	11/8/23 Date	Cindi Wachi Engineering Division Manager	04/2023 e
Project Development		Engineering/ Planning	
Khalid Nasim  Khalid Nasim  Engineering Division Manager	11/7/2023 Date	Mojahed Salama 12/ Mojahed Salama Date Deputy Director	7/2023 e

#### **Notice to Bidders**

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

Mission Lakes Boulevard and Little Morongo Road Resurfacing
Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road
Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

Bid shall be delivered to the County of Riverside Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, <u>February 28, 2024</u>, to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated <u>December 2023</u>, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of <u>\$40.00</u> per set, plus mailing costs. Email request of bidding documents, with company and contact information, to **Bids-Contracts@rivco.org** and reference this project (or contact the address or telephone number above).

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$ 1,250,000 - \$ 1,445,000	(Base Bid Schedule 1)
	\$ 520,000 - \$ 610,000	(Base Bid Schedule 2)
	\$ 70,000 - \$ 81,000	(Base Bid Schedule 3)
	\$ 7 000 - \$ 8 500	(Alternative Bid Schedule 1)

Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	60

Website: https://trans.rctlma.org/notices-inviting-bids

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# **Instructions to Bidders**

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## **Instructions to Bidders**

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

In compliance with the Americans with Disabilities Act, persons with disabilities may request for assistance and reasonable accommodations (including auxiliary aids and services at no cost) to participate in the pre-bid meeting (if scheduled and as designated in the Notice to Bidders) or bid opening meeting (as scheduled in the Notice to Bidders). The physical location of the pre-bid meeting and bid opening is accessible to persons with disabilities. If assistance is needed, please contact the Project Development Division at 951-955-6780 or irijmenez@rivco.org at least 3 business days before the scheduled event.

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, documents in this Bid Book are available in alternate formats upon request.

# 1. Inspection of Site

Bidder's attention is directed to Standard Specifications Section 2-1.07, "Job Site and Document Examination." Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a bid, a Bidder warrants that he has made such site examination as the Bidder deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

#### 2. Bidder's Bid Form

The Bid must be made on the Bid forms, which are included in the Contract Documents, and must be completely filled in, dated and signed. Signature(s) provided by the Bidder must be from an authorized officer or agent (see Bidder Data and Signature sheets).

If provision is made for alternate bid schedule(s), all bid schedules must be bid, unless otherwise instructed in the Special Provisions.

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

# 3. Bid Bond

All Bidders are required to use the bond form found in the Bid Book's "B" pages; the form is titled "Bid Bond."

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

### 4. Non-Collusion Declaration

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

# 5. Additional Bidding Forms

# A. Iran Contracting Act, Certification or Exemption

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

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

## B. Opt Out of Payment Adjustments for Price Index Fluctuations

Bidder's attention is directed to Standard Specifications Section 2-1.31, "Opt Out of Payment Adjustments for Price Index Fluctuations."

To "Opt Out" the "Opt Out of Payment Adjustment for Price Index Fluctuations" form provided in the Bid Book must be completely filled in, dated, signed, and submitted with the Bid documents. If this form is not submitted with the Bid documents, or if this form is not completely filled in, dated, signed, and submitted when the Bid documents are due, Bidder shall be subject to the Payment Adjustments for Price Index Fluctuations set forth in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations."

# 6. Interpretation of Documents

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

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

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

Facsimile:

(951) 955-3164

Electronic mail:

jrjimenez@rivco.org

and/or

Bids-Contracts@rivco.org

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

## 7. Quantities

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

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

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

#### 8. Addenda

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

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

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

# 9. License

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

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

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

#### 10. Contract Participation

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

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

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

#### Subcontractor List

The Bidder must submit a Subcontractor List when subcontracting is utilized. Subcontractor List must be on the form contained in the Bid Book.

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

Bidder must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (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 bid item number and 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 Bidder/Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

Each designated item of work will be performed by a Contractor 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. Bidder must provide this information within three (s) business days after the bid opening date.

#### Penalties

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

## Clerical error

After the Bid Opening, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by Labor Code §1771.1 (c) for subcontractors who are not registered with the DIR.

# 12. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- Notice to Bidder's regarding Labor Code requirements
- General Conditions Section 8, "Labor Code"

No Contractor may submit a bid nor a subcontractor be listed on a bid (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.

# 13. Hours of Work

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

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

# 14. Alternate Bid Schedules

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

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

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

This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the <u>basis of the selection</u> of the lowest bid will be the lowest responsive and responsible bid for the <u>sum of all Bid Schedules</u>.

The County reserves the right to reject all bids received.

## 15. Bids

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

The County publicly opens and reads bids at the time and place shown on the Notice to Bidders.

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

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

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

- 1. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item "Total" column, then the amount set forth in the item "Total" column for the item shall be divided by the estimated quantity for the item and the price thus obtained will be the unit price.
- 2. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc.

from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's final estimate of cost.

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

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

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

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

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

## 16. Like Bid Items

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

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

"Like Bid Items" will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The following are not subject to this bidding requirement:

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

For this project, Alternate Bid Schedules are subject to "Like Bid Items" requirements. Refer to bid proposal pages for Base Bid Schedules and Alternate Bid Schedules that include Like Bid Items.

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

#### 17. Contract Documents

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

#### 18. Submission of Bidder's Bid

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

## 19. Qualifications of Bidders

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

#### 20. Award of Contract

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

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

Section 3-1.02B, "Tied Bids" introduction sentence, "The Department breaks a tied bid with a coin toss except:" is deleted and replaced with:

"The County may select one of any number of tied bids by its desired choice (Public Contract Code § 22038.b) and:"

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

The County reserves the right to reject all bids received.

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

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

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

# **Bid Protest**

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

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

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

Facsimile:

(951) 955-3164

Electronic mail: jrjimenez@rivco.org

- 3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Notice of Intent to Award letter is posted on the County of Riverside Transportation Department website along with the project bid summary. URL for this webpage is http://rctlma.org/trans/Contractors-Corner/Bid-Summaries. Failure to timely file and serve the bid protest as aforestated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
- 4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
- 5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

# 21. Payment and Performance Bonds

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

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

#### 22. Return of Bid Guarantee

Standard Specification Section 3-1.19, "Bidder's Securities" is deleted.

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

#### 23. Submission of Insurance Certificate and Endorsements

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

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

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#### Bid

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		Date.	
To:	County of Riverside, hereafter called "County";		
Bidder:			
	(hereafter called "Contractor")		

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Mission Lakes Boulevard and Little Morongo Road Resurfacing, Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road, Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue, Community of Mission Lakes, Project No. D1-0073, D1-0074; and Langlois Road Resurfacing, Clifton Street to 670-Feet North, Community of Southeast Desert Hot Springs, Project No. D2-0074 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) \_\_\_\_\_\_ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

- 1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
- 2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
- 3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
- 4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
- 5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
- 6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
- 7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

#### Mission Lakes Boulevard and Little Morongo Road Resurfacing

## Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

#### **PROPOSAL**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BASE BID SCHEDULE 1 - Mission Lakes Boulevard Resurfacing						
1	066100	DUST ABATEMENT		LS	1		
2	100100	DEVELOP WATER SUPPLY		LS	1		
3	120100	TRAFFIC CONTROL SYSTEM		LS	1		
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1		
5	170103	CLEARING AND GRUBBING		LS	1		
6	160110	TEMPORARY HIGH-VISIBILITY FENCE		LF	150		
7	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	2,805		
8	260203	CLASS 2 AGGREGATE BASE		CY	46		
9	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	6,163		
10	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	15		
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)		SQFT	4,235		
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)		SQFT	3,574		
13	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (PCC CHANNEL)		SQFT	144		
14	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 3	EA	317		
15	820410	SALVAGE ROADSIDE SIGN	Like 4	EA	6		
16	820840	ROADSIDE SIGN - ONE POST	Like 5	EA	5	_	
17	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 6	SQFT	622		

#### **PROPOSAL**

			CONTE				
ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHEDU	JLE 1 - Mission Lakes Boulevard Resurfacing (Co	ontinued)				
18	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	8,374		
19	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00
BASE BID SCH. 1 SUB-TOTAL: ITEMS 1-19 "WORDS"						\$	
	: See Instruct	ions to Bidders, Section 16 "Like Bid Items", on page		0; correc	ctions will apply	rif Like Bid items cost	discrepancies are
BASE	BID SCHED	JLE 2 - Little Morongo Road Resurfacing					
20	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	1,819		
21	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	3,997		
22	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 3	EA	283		
23	820410	SALVAGE ROADSIDE SIGN	Like 4	EA	6		
24	820840	ROADSIDE SIGN - ONE POST	Like 5	EA	6		
25	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 6	SQFT	348		
26	840656 (F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	5,800		
BASE I		"WC	ORDS"				\$

<sup>\*</sup> NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

## **PROPOSAL**

No.	CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHED	JLE 3 - Langlois Road Resurfacing					
27	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	183		
28	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	313		
29	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	152		
30	721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B)		CY	1		
31	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)		SQYD	576		
32	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)		LF	554		
33	820840	ROADSIDE SIGN - ONE POST	Like 5	EA	3		
34	840515	THERMOPLASTIC PAVEMENT MARKING		SQYD	37		
BASE BID SCH. 3  SUB-TOTAL:  ITEMS 27-34  "WORDS"  * NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.							
	27-34 E: See Instruct			0; correc	ctions will apply	if Like Bid items cos	
* NOTE submit	27-34 E: See Instruct ted.		A9 and A1			if Like Bid items cos	
* NOTE submit	27-34 E: See Instruct ted.	ions to Bidders, Section 16 "Like Bid Items", on page	A9 and A1			if Like Bid items cos	
* NOTE submit	27-34 E: See Instruct tted.  RNATIVE BID	ions to Bidders, Section 16 "Like Bid Items", on page  SCHEDULE 1 - Mission Springs Water District (	A9 and A1	cilities	Adjustments	if Like Bid items cos	
* NOTE submit  ALTEF  35  36  ALT. B SUB-TG	27-34 E: See Instruct ted.  RNATIVE BID  710228  710214  ID SCH. 1  OTAL:	SCHEDULE 1 - Mission Springs Water District (I ADJUST SEWER MANHOLE ADJUST VALVE BOX FRAME AND COVER TO GRADE	A9 and A1	ecilities EA	Adjustments	if Like Bid items cos	
* NOTE submit  ALTEF  35  36  ALT. B  SUB-TITEMS	27-34 E: See Instruct ted.  RNATIVE BID  710228  710214  ID SCH. 1  OTAL: 35-36	SCHEDULE 1 - Mission Springs Water District (I ADJUST SEWER MANHOLE ADJUST VALVE BOX FRAME AND COVER TO GRADE	MSWD) Fa	ecilities EA	Adjustments	if Like Bid items cos	t discrepancies are

## **Bidder Data and Signature**

Name of Bidder:		_				
Type of organization	n:					
Person(s) authorize	Person(s) authorized to sign for Bidder:					
president, secretary If Bidder is a Co-Pa composing firm. If Bidder is a sole p	<b>Pration</b> , state legal name of Corporation and also names of the president, vice, treasurer and manager thereof. <b>Artnership</b> , state true name of firm and also names of all individual co-partner proprietorship or an <b>Individual</b> , state first and last name(s) in full. In an agent other than an owner, partner or corporate officer, Bid shall be ower-of-attorney.	ers				
Business Street Ad	dress:  (Please include business address even if P.O. Box is used.)	)				
Business City, State	e, Zip Code:					
P.O. Box- Number						
P.O. Box- City, Sta	te, Zip Code:					
Phone: (						
E-mail:						
	Contractor's license number:					
	License Classification(s):  Expiration date:					
Department of Indu	strial Relations Registration Number:					

#### **Bidder Data and Signature (continued)**

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

Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

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

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

Signature:	
Name (printed):	
Title:	"Contractor"

#### **Subcontractor List**

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

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

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						
2.						
3.						
4.						
5.						
6.	2					
(A	ditional Subcontractor leads to this form may be reent of work to be p	be attached with	additional Subcont		)	,

## **Non-Collusion Declaration**

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

The undersigned declares:		
I am the the party making the foregoing	g bid. (Title) of	(Company),
association, organization, or co has not directly or indirectly in bidder has not directly or ind anyone else to put in a sham bi manner, directly or indirectly,	orporation. The bid is genuine induced or solicited any other bid irectly colluded, conspired, cod, or that anyone shall refrain f sought by agreement, communication of the sought by agreement, or to fix any other bidder, or to fix any	disclosed person, partnership, company, and not collusive or sham. The bidder idder to put in a false or sham bid. The connived, or agreed with any bidder or from bidding. The bidder has not in any nication, or conference with anyone to overhead, profit, or cost element of the
or her bid price of any breakd relative thereto, to any corpora	own thereof, or the contents thation, partnership, company, as eof to effectuate a collusive or	not, directly or indirectly, submitted his hereof, or divulged information or data ssociation, organization, bid depository, sham bid, and has not paid, and will not
venture, limited liability compa	any, limited liability partnershi	that is a corporation, partnership, joint p, or any other entity, hereby represents s declaration on behalf of the bidder.
I declare under penalty of perjuthat this declaration is executed		hat the foregoing is true and correct and
(1	Month) (Day) of	(Year),
at	(City),	(State).
Signature of Declarant:		
Printed name of Declarant:		
Name of Bidder (Company):		
Title or Office:		
Note: Notarization of signature Check box if attachment		

#### **Iran Contracting Act**

(Public Contract Code sections 2200-2208)

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

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

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

#### Option #1 - Certification

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

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

#### Option #2 – Exemption

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

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

### Opt Out of Payment Adjustments for Price Index Fluctuations

Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date:	
Company Name (Bidder):	
Signature:	(Signature of Company's authorized officer or designated representative)
Name (printed):	
Title:	

V.050321

## **Bid Bond**

Recitals:	
1.	"Contractor", has submitted
	inty of Riverside, "County", for the construction of public work for
	tle Morongo Road Resurfacing, Mission Lakes Boulevard from
	vard to Little Morongo Road, Little Morongo Road from Mission
Lakes Boulevard to Augusta Aven	ue, Community of Mission Lakes, Project No. D1-0073, D1-0074;
and Langlois Road Resurfacing, C	Clifton Street to 670-Feet North, Community of Southeast Desert
	in accordance with a Notice Inviting Bids from the County.
2	a
corporation, hereafter called "Surety"	", is the surety of this bond.
Agreement:	
	as Surety, jointly and severally agree and state as follows:
1. The amount of the obligation of this	bond is 10% of the amount of the Contractor's Proposal, including bid
alternates, and inures to the benefit of	of County.
2. This Bond is exonerated by (1) Cour	nty rejecting said Proposal or, in the alternate, (2) if said Proposal is
	ontract and furnishes the Bonds as agreed to in its Proposal, otherwise
it remains in full force and effect for	r the recovery of loss, damage and expense of County resulting from
failure of Contractor to act as agreed	to in its Proposal. Some types of possible loss, damage and expense
are specified in the Contractor's Prop	posal.
3. Surety, for value received, stipulates	and agrees that its obligations hereunder shall in no way be impaired
or affected by any extension of time	within which County may accept the Proposal and waives notice of
any such extension.	
4. This Bond is binding on our heirs, ex	xecutors, administrators, successors and assigns.
Dated:	
Signatures:	
By:	By:
Title: Attorney in Fact	Title:
"Surety"	"Contractor"
STATE OF	ss. SURETY'S ACKNOWLEDGEMENT
COUNTY OF	
On	before me
nersonally anneared	before me, known to me, or proved to me on the basis of whose name is subscribed to the within instrument and acknowledged
satisfactory evidence to be the person v	whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in	h his/her authorized capacities, and that by his/her signature on the
	behalf of which the person acted, executed the instrument.
mistrament the person, or the entiry upon	F,
WITNESS my hand and official seal.	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Signature of Notary Public	Notary Public (Seal)
	both Contractor and Surety with corporate seal affixed. All
signatures must be notarized. (Attach	acknowledgements).

Riverside County Contract No	
------------------------------	--

#### **Contract**

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

#### WITNESSETH

#### **Recitals:**

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

#### **Agreement:**

It is agreed by the parties as follows:

#### 1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2018 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

V.123019.042523 C1

#### 2. The Work

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

#### 3. 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 <u>fifteen (15)</u> calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

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

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

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

#### 4. Compensation

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

V.123019.042523 C2

# Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

#### Contract (Example)

#### BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
N						

PROJECT TOTAL:		\$
ITEMS 1-N	"WORDS"	

# Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue

Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

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

COUNTY OF RIVERSIDE	CONTRACTOR
BY:	BY:
Chair, Board of Supervisors	
DATED:	TITLE:(If Corporation, affix Seal)
ATTEST:	ATTEST:
Kimberly A. Rector, Clerk of the Board	
BY:	TITLE:
Deputy	Licensed in accordance with an act providing for the registration of Contractors,
	License No.:
	Federal Employer Identification Number:
	Department of Industrial Relations Registration Number
BY	
"County"	"Corporation" (Seal)

## **Performance Bond**

Re	citals:	
1.	RIVERSIDE (County) for constructi	_ (Contractor) has entered into a Contract with COUNTY OF on of public work known as
2.	is the Surety under this Bond.	, a corporation (Surety).
Ag	reement:	
	e, Contractor as Principal and Surety unty, as obligee, as follows:	as Surety, jointly and severally agree, state, and are bound unto
		this Bond is 100% of the estimated contract price for the Project and inures to the benefit of County.
	conformance with the Contract E effect for the recovery of loss, da	ntractor doing all things to be kept and performed by it in strict Documents for this project, otherwise it remains in full force and mage and expense of County resulting from failure of Contractor ocuments are incorporated herein.
	3. This obligation is binding on our	successors and assigns.
	Contractor, alteration or addition work to be performed thereunder	lates and agrees that no change, time extension, prepayment to to the terms and requirements of the Contract Documents or the shall affect its obligations hereunder and waives notice as to such price cannot be increased by more than 10% without approval of
ТН	IS BOND is executed as of	
Ву		Ву
Ву		Type Name
Tit	le	Its Attorney in Fact "Surety"
	"Contractor"	
	(Corporate Seal)	(Corporate Seal)

This Bond must be executed by both parties with corporate seal affixed. All signatures must be

V.060719 C5

acknowledged. (Attach acknowledgements).

NOTE:

**Payment Bond** (Public Works - Civil Code §9550 et seq.) The makers of this Bond are \_\_\_\_\_\_\_, as Principal and Original Contractor and \_\_\_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$\_\_\_\_\_\_, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting 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 By Surety Title Its Attorney In Fact (If corporation, affix seal) (Corporate Seal) (Corporate Seal) STATE OF ss. SURETY'S ACKNOWLEDGEMENT COUNTY 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.

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

Notary Public (Seal)

Signature of Notary Public

## **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 of Transportation" means the Director of Transportation and Land Management Agency's (TLMA) Transportation Department for the County of Riverside, and includes his or her 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 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 Bidders, the Special Provisions and the Plans.

General Conditions govern over all the Contract Documents expect 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, Pavee Data Record
- 8-1.04B, Standard Start
- 12-1.04, Payment (for Flagging Costs)

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

All work shall be done under the supervision of the Director of Transportation 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 Transportation relieves Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

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

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

When in Director of Transportation'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 Transportation that he intends to proceed despite such advice, he does so at his peril. The Director of Transportation 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 Transportation to advise Contractor as to such matters, or to issue an order as above provided, does not relieve the Contractor from the duty to accomplish the work in accordance with the Contract Documents.

As stated elsewhere, amounts shown in the Bid and Contract as to quantities are merely estimates only. From time to time Director of Transportation shall direct Contractor as to the prosecution of the work in such a manner as to increase or decrease such estimates as to the work actually to be done. Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit price set out in the Contract.

#### 4. Insurance and Hold Harmless

In lieu of the provisions of Standard Specification Section 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 14<sup>th</sup> Street Riverside, CA 92501

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

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

#### **B.** Workers Compensation:

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

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

#### 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:

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

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

- a. Domiciled or authorized to do business in the United States and/or listed as an approved insurance carrier on the California Department of Insurance's List of Approved Surplus Line Insurers (LASLI) list,
- b. Have an AM Best rating of not less than A: VIII (A:8), and
- c. Insurer is authorized to transact in the type of insurance provided.
- 2. Self-insured retention (SIR). The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either:
  - a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
  - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3. *Certificate*, *policy*, *endorsements and attachments*. Contractor shall cause Contractor's insurance carrier(s) to furnish the County with:
  - a. A properly executed original Certificate(s) of Insurance and certified original copies of signed endorsements effecting coverage as required herein, and
  - b. All endorsements must include a reference to the policy by type of insurance and policy number that it is endorsing, and
  - c. If requested to do so by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (For nonpayment of premium cause for cancellation, a written notice of at least ten (10) days is allowed per California Insurance Code §662(a)). In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of

endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4. **Primary insurance**. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5. **Subcontractor(s)**. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
- 6. **Self-insurance**. The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the County.
- 7. *Claim notification*. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.
- 8. Certificate Holder. Certificate address information for this project is as follows:

County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14<sup>th</sup> Street Riverside, CA 92501

#### F. Hold Harmless/Indemnification:

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

limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

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

Attention is directed to Instruction to Bidders Section 13, "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 Transportation 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 Transportation, 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 Transportation, 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 Contact by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor and his subcontractors shall comply with the provisions of §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://www.dir.ca.gov/Public-Works/Contractor-Registration.html

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

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

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

#### 9. Labor Nondiscrimination

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

#### 10. Title VI Nondiscrimination

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

Construction contact 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 14<sup>th</sup> Street Riverside, CA 92501

Facsimile:

(951) 955-3164

Office:

(951) 955-1646

Electronic mail:

FSegovia@rivco.org

#### 11. Equal Employment Opportunity

#### A. General

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

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

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

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

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

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

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

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

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

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

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

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

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

#### E. Federal Assisted Construction

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

#### 12. Subcontracting

Attention is directed to:

- Standard Specification Section 5-1.13, "Subcontracting," and
- Instructions to Bidders Section 11, "Subletting, Subcontracting, and Subcontractor List."

#### Contractor responsibility

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

#### Violations and remedies

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

#### 50% Minimum work performance

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

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

# 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 2950 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.
- 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 potential Bidder believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential bidder may so advise Engineer of such fact, giving all relevant information. If appropriate, an addendum will be issued as to the alleged equal provided that such issuance may be accomplished at least 5 business days before the time fixed for opening bids.

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

Within 30 calendar days after award of the contract, Contractor may submit to Engineer data substantiating such a request, and the difference, if any, in cost. Engineer 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 Engineer 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 Engineer. 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 Engineer 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 contract prices paid for the various items of work involved 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 prices paid for the various contract items of work involved 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 Engineer, 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 Engineer.
- 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, private, and other Agency's property from injury or loss.
- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

## Payment

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

### 28. Obstructions

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

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

# 29. Removal of Asbestos and Hazardous Substances

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

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

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

## 30. Documents of Contractor

Upon demand, Contractor shall make available to County all documents, information and reports in its possession relevant to the work accomplished or to be accomplished or any demand or claim of Contractor as to County. This includes copies of documents sent by

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

# 31. Responsibility of Contractor to Act in an Emergency

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

# 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. 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 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 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 Contractors responsibilities for the control of fugitive dust and the other requirements of this Section may not be waived.

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

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

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

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

## Payment

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

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

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# **DIVISION 0 COUNTY PROVISIONS**

### **00 COUNTY MISCELLANEOUS**

#### 00-1.01 PROJECT DESCRIPTION:

Mission Lakes Boulevard and Little Morongo Road Resurfacing
Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road
Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue
Community of Mission Lakes
Project No. D1-0073, D1-0074; and

Langlois Road Resurfacing
Clifton Street to 670-Feet North
Community of Southeast Desert Hot Springs
Project No. D2-0074

## Mission Lakes Boulevard and Little Morongo Road Resurfacing Project:

In general, this project consists of resurfacing approximately 4,200 feet of existing asphalt concrete (AC) pavement of Mission Lakes Boulevard from 460 feet West of Clubhouse Boulevard to Little Morongo Road, and Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue in the Community of Mission Lakes of Riverside County.

Mainly, the project consists of removing the existing AC pavement and underlying material to the depth as shown on the plans and placing back Hot Mix Asphalt (HMA) per the structural sections shown on the plans.

### Langlois Road Resurfacing:

In general, this project consists of resurfacing approximately 670 feet of the west side portion of Langlois Road from Clifton Street to 670 feet north of Clifton Street.

Mainly, the project consists of removing the existing AC pavement and underlying material to the depth as shown on the plans and placing back HMA per the structural sections shown on the plans. In addition, the treatment for the approach portion of an intersecting street consists of cold planing existing asphalt concrete pavement and overlaying back with HMA.

The proposed project also will include but is not limited to:

- · Clearing and Grubbing
- · Placement of pavement edge treatment (safety edge)
- Placement of traffic striping, retroreflective pavement markers, and thermoplastic crosswalk and pavement markings
- Reconstruction of concrete dip section 100-feet long
- Placement of rock slope protection (rip rap)
- Salvaging of roadside signs
- Reconstruction of curb & gutter, cross gutters and spandrels, and cross gutter
- · Utility adjustments
- · Any other work as may be required

### 00-1.02 NOTICE:

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

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

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

#### 00-1.03 TIME OF COMPLETION:

The Contractor shall diligently prosecute the work to completion before the expiration of <u>60 working days</u> from the date stated in the "Notice to Proceed".

# 00-1.03(A) MODIFIED HOURS OF WORK:

Hours of work as stated elsewhere in these Special Provisions are modified below and applied to this project. These hours of work shall be considered as regular working hours.

Working hours shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, except County observed holidays, unless otherwise approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration.

Hours of work as stated elsewhere in these Special Provisions are modified below and applied to this project.

### For the Construction of PCC Dip Section in Mission Lakes Boulevard

Contractor shall be required to perform and complete the work between Station 39+92 and Station 40+92 during seven consecutive calendar days.

Contractor will be allowed to close Mission Lakes Boulevard for only seven consecutive calendar days with working hours between 7:00 a.m. and 9:00 p.m. to complete the construction of PCC Dip Section located on Mission Lakes Boulevard between Station 39+92 and Station 40+92. The Contractor will be allowed to close the section of roadway between Warwick Drive and Little Morongo Road, weather permitting, beginning at 7:00 a.m. on the first day of closure and reopen the roadway at 9:00 p.m. on the seventh day as approved/directed by the Engineer. The contractor to coordinate with Engineer on dates of closure. There are significant liquidated damages for each 15-minute increment in excess of the time specified for reopening of closure.

<u>During Weekend Work (one (1) weekend only)</u>, working hours shall also be between 7:00 a.m. and 9:00 p.m.

Construction activities to be performed by the Contractor shall consist of, but not limited to, all work required for the completion of the PCC Dip Section such as pavement section removals, subgrade sections reconstruction, and any other associated items of work as directed by the Engineer during the allowed full closure. In addition, any proposed construction (other than the PCC Dip Section) that can be performed within the limits of the road closure and the extended working hours, shall be performed.

It will be at the sole discretion of the Engineer to approve the types of work, that may be permitted during the restricted weekend working hours. At the request of the Engineer, the Contractor may be required to provide a Contingency Plan specific for the operation.

Throughout the full road closure, business and residential access shall be provided via detour routes and Contractor shall maintain access for local residents.

Although the County has provided the Contractor with an opportunity to work extended hours, the Contractor shall not be entitled to reimbursement for extra costs associated with performing work outside conventional business hours, including but not limited to overtime rates associated with night, weekend, or holiday work.

#### 00-1.04 LIQUIDATED DAMAGES:

The Contractor shall pay to the County the sum of \$3,000.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Time of Completion Special Provision.

#### **Additional Liquidated Damages:**

#### Project Appearance:

In addition to the Liquidated damages set forth above, if the Contractor fails to comply with the requirements of Special Provisions entitled "PROJECT APPEARANCE" the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each calendar day's delay after the expiration of 48 hours notification from the Engineer.

# Water Pollution Control and SWPPP:

If the Contractor fails to comply with the requirements of Special Provisions Section 13, "Water Pollution Control", all referenced requirements in this section, and the approved Storm Water Pollution Prevention Plan, the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every working day after the expiration of 72 hours written notification from the Engineer.

## Late Reopening of Closures

In addition to the Liquidated damages set forth above, for each 15-minute interval, or fraction thereof past the time specified to reopen the closure to public traffic, the Department will deduct \$250.00 per interval from moneys due or that may become due to the Contractor under the contract.

#### 00-1.05 PROSECUTION AND PROGRESS:

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

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

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

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

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

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

#### 00-1.06 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:

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

- 1. County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.
- 2. City of Desert Hot Springs, their elected and appointed officials, employees, agents, and representatives.
- 3. Mission Springs Water District, 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 shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

#### 00-1.07 ENCROACHMENT PERMIT:

It shall be the responsibility of the Contractor to obtain Encroachment Permits from the following agencies for the work done within their jurisdiction prior to commencing any work.

· City of Desert Hot Springs

Permit may be required when placing any traffic control devices, and/or for the work done within the City's Right of Way. Permit must be issued by the City prior to commencing any work.

Contractor to submit Traffic Control plans to City of Desert Hot Springs for review and approval prior to issuance of Encroachment Permit.

All work shall comply with the City of Desert Hot Springs issued permits.

#### **Payment**

If the Contractor pays any fees to City of Desert Hot Springs to obtain Encroachment Permit, then full compensation for the actual cost of the Encroachment Permit fees, as paid by the Contractor to City of Desert Hot Springs, shall be considered as included in the various items of work. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no compensation will be allowed therefor.

# 00-1.08 PROGRESS PAYMENT RESTRICTIONS:

Attention is directed to Sections 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 making progress payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be

deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Base Bid Schedules (covering Mission Lakes Boulevard, Little Morongo Road, and Langlois Road)

Α.	Dust Abatement	\$ 20,000.00
B.	Develop Water Supply	\$ 10,000.00
C.	Traffic Control System	\$ 80,000.00
D.	Prepare SWPPP	\$ 10,000.00
E.	Clearing and Grubbing	\$ 10,000.00

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the final progress estimate.

No progress payment will be made for any materials ordered, furnished, delivered and/or stored that are not incorporated in the construction project.

#### 00-1.09 RECORD DRAWINGS:

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

# **Payment**

Full compensation for maintaining and compiling the Record Drawings shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

### 00-1.10 COOPERATION:

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

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

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

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

The Contractor shall cooperate fully with authorized representatives from Mission Springs Water District Southern California Edison, AT&T, SoCal Gas and others in performing facilities adjustment and relocation work on and adjacent to County Right of Way including but not limited to adjustment of concrete encased water valves and relocation of fire hydrants.

When two or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 5-1.20, "Coordination with Other Entities", each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

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

### **Payment**

Full compliance with the requirements of this item including cooperating and coordinating with other Contractors, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

#### 00-1.11 NOTICE TO PROPERTY OWNERS:

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

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

### **Payment**

Full compensation for preparing and distributing Notice to Property Owners shall be considered as included in the Lump Sum price bid paid for Traffic Control System and no additional compensation will be allowed.

#### 00-1.12 JOB SITE POSTERS:

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

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

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

https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters

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

The following is a list of required posters:

Document number	Poster Name	Note/ Comment	
16429-I	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.	

DFEH E07P(A)  Discrimination and Harassment in Employment are Prohibited by Law		Required in English and Spanish and for all projects.	
DSLE 8	Payday Notice	Required for all projects.	

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

# **Payment**

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### 00-1.13 OBSTRUCTIONS

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

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

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

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

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

Any utility facility if damaged by the Contractor's operation shall be repaired or replaced by the Contractor and repair/replacement cost shall be borne entirely by the Contractor.

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 pothole 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 but shall include any compensation for this work in the contract price paid for the various items of work. Any damage to existing main lines or service laterals for which potholing 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	800-422-4133 or 811
Charter Communications	951-406-1716
Frontier Communications	909-748-6676
Southern California Edison Company - Distribution	800-611-1911
Mission Springs Water District	760-329-6448

# **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 in the various items of work, and no additional compensation will be allowed therefor.

### **Adjustments to Grade for Obstructions**

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

Communication and coordination with the owning utility company shall be the responsibility of the contractor.

For public safety, traffic shall not be allowed on temporary or permanent pavement until all manholes are either adjusted to grade or otherwise protected, as approved by the Engineer. The Contractor shall adjust to grade manholes and valves when and as necessary for the protection of the traveling public during

construction, and shall coordinate all work on said facilities with the owning utility companies. This requirement is intended for traffic that is to be allowed on temporary surfaces during the course of construction. Final adjustment to grade will be the responsibility of the owning utility company, except as provided herein.

Said work shall be performed in accordance with Section 71-5.03B, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers shall be considered as included in the contract price paid for asphalt concrete or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

All existing utility facilities shall be protected from damage by the Contractor's operations.

Unless otherwise provided herein, the owning utility companies will not be obligated to lower their surface utilities (manholes and valve covers) for Contractor's grading, grinding and/or paving operations. The contractor shall lower surface facilities, including but not limited to manholes and valve covers, to facilitate construction, and the following shall apply:

- 1. Contractor shall coordinate all work with the utility owner.
- Contractor shall be responsible for all costs and shall be responsible for any damage caused to the
  owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities, the
  Contractor shall notify the Engineer and the utility owner of that damage prior to performing
  additional work on the facility.
- 3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
- 4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel plates, and if the Contract items of work include adjustment to final grade, the Contractor shall return the steel plates to the Utility owner's yard, or as otherwise arranged with the Utility owner.
- 5. Prior to paving or covering the plated utility facility, the Contractor shall tie-out the facility utilizing a method acceptable to the utility owner and provide notes and data of all covered facilities to both the utility owner and the Engineer.
- 6. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.
- 7. The requirements for lowering of surface facilities shall not apply to vaults. The Contractor shall notify the utility owner of the need to make adjustments to such major facilities.
- 8. The Contractor is reminded that the utility facilities are owned by public and private utility companies that operate their facilities within public rights of way. The utility owner's preferences with regards to the handling of its facilities shall be complied with to the greatest extent possible.

# **Payment**

Full compensation for initial lowering of surface utilities facilities shall be considered as included in the contract price paid for Hot Mix Asphalt, and no additional compensation will be allowed therefor.

#### 00-1.14 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:

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

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

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

### **Payment**

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

### 00-1.15 GRAFFITI REMOVAL AND CLEANING:

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

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

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

Graffiti shall be removed from, but not limited to, the surfaces listed as follows: bricks, cinder blocks, concrete sidewalks, pavement, bridge under passes, overhead structures, drainage channels, roadside signs, temporary construction signs, barricades, k-railing, traffic control devices, all types of poles, and other objects within the project limits as directed by the Engineer. Painting of k-railing for the purposes of graffiti removal shall not be considered as repainting as outlined in paragraph one of Section 12-3.08 and shall not be paid for as extra work.

Graffiti to be removed may include, but shall not be limited to: paint, signs, wood, metal, plastic, decals, gum, markers, crayons, ropes, chains, strings, wires, and tapes of any kind on an as needed basis.

All painting over graffiti must be done with exact color matches, so as not to show any blocking or shadowing of colors. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents are unsuccessful at removing graffiti. Painting services shall be done on an as needed basis on the following types of surfaces, but not limited to: walls, hardscapes, poles, fences, bollards, railings, and buildings.

Paint types may include oil base, water base and enamels as approved by the Engineer. Graffiti cover-up by paint will be allowed with appropriate type of paint at locations where graffiti cannot be removed only upon direction by the Engineer. All paint applications shall adhere to the manufacture's recommendations. All material and solutions shall be safe and biodegradable and approved by the Engineer.

Regional Water Quality Control Board (RWQCB) and Air Quality Management District (AQMD) regulations, as well as all NPDES required best management practices shall be complied with and followed.

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall provide, erect and maintain barricades, lights, danger signals, and warning signs as deemed appropriate by the Engineer.

When necessary, the Contractor shall provide and erect safe and adequate scaffolding and equipment, barriers, and masking, required for the proper execution of the work. All scaffolding shall be properly braced and erected to ensure the safety of the workmen and meet all appropriate OSHA regulations.

The Contractor shall respond and provide manpower for any urgent graffiti removal and cleaning notifications within two (2) working days.

Urgent graffiti will be classified as any graffiti that causes a safety hazard for motorist and affects the traffic flow as determined by the Engineer.

This work will be monitored/controlled by the construction Engineer. The Contractor must coordinate the work with the Engineer during the construction. Payment is included in the contract price paid for construction site management.

#### **Payment**

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

#### 00-1.16 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.

### Liquidated Damages:

If the Contractor fails to comply with the requirements of these Special Provisions, the Contractor shall pay to the County of Riverside the sum of \$500.00 per day for each and every calendar day's delay after the expiration of 48 hours notification from the Engineer.

#### **Payment**

Full compensation for conforming to the requirements of this section, Project Appearance, shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

#### 00-1.17 MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP:

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

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

- Satisfactory completion of Finishing Roadway in accordance with Section 22, "Finishing Roadway" of the Standard Specifications;
- 2. Removal of all temporary facilities, construction office, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer;
- 3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition;
- 4. Completion of record of drawings (as-built), to the satisfaction of the Engineer;
- 5. Submission of final certified payroll documents to the Engineer;
- 6. Submission of property owner releases, as required by the Engineer;
- 7. Completion of the requirements of permits issued by other agencies;
- 8. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

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

### **Payment**

Full compensation for all costs involved in Mobilization, Demobilization and Final Cleanup work as specified in this section, including all costs for all labor, material, equipment, and all other items necessary and incidental for completion of this item of work, shall be considered as included in the various contract items of work and no additional compensation will be allowed therefor.

#### 00-1.18 MISCELLANEOUS WORK AS DIRECTED:

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

#### **Payment**

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

#### 00-1.19 REFERENCE SPECIFIC BRANDS OR PRODUCTS

#### 00-1.19A General

If the Special Provisions and construction plans reference specific brands or products, the intent of these references is as a guideline only, and products from alternate manufacturers will be accepted, provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit information and specifications of the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.

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# **DIVISION I GENERAL PROVISIONS**

## 1 GENERAL

#### Add to section 1-1.01:

**Bid Items and Applicable Sections** 

Item code	Item description	Applicable section
066100	DUST ABATEMENT	33 of General Conditions and 10 and 18 of Standard Specs
017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	73
017207	MINOR CONCRETE (TYPE 'C' CURB) (CRS 202)	73
017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200) 73	
017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	40, 51
017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	73
010602	MISCELLANEOUS WORK (AS DIRECTED)	00-1.18 of Special Provisions

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## 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. During the advertisement period of this project, this document is available upon request at the office of the Department and will be available to the awarded Contractor.

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### 4 SCOPE OF WORK

Refer to section 00-1.01 of these Special Provisions.

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### **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.

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### **6 CONTROL OF MATERIALS**

#### 6-2 QUALITY ASSURANCE

#### Add to section 6-2.01A, General:

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

Chapter 6, Sampling and Testing, of the Caltrans Construction Manual describes the QA sampling and testing requirements for materials acceptance. The QA sampling and testing requirements shall be at a rate of one QA test for every five QC tests.

# Add to section 6-2.02A, General:

Section 6-2.02, Quality Control, of the Standard Specifications, informs the contractor of the quality control requirements and verify that the contractor maintains a quality control program that includes sampling, testing, and inspection of the materials or process to control quality and ensure the quality characteristics of the material/process are met.

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# **DIVISION II GENERAL CONSTRUCTION**

### 10 GENERAL

### Add to Section 10-1.02 Work Sequencing:

#### ORDER OF WORK

Full compensation for conforming to the requirements in this section will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### Environmental Stewardship

Work to be performed is adjacent to the Upper Mission Creek/ Big Morongo Canyon Conservation Area and the Coachella Valley milk-vetch critical habitat (located along the south side of Mission Lakes Boulevard). No personnel, equipment or materials shall be allowed to go beyond the pavement limits or allowed to enter onto the Conservation Area without the expressed permission of the Engineer. The Conservation Area boundary will be designated by County forces prior to the start of work. This project requires that a County supplied qualified Biological Monitor be present during some periods of the construction activities. Construction activities adjacent to habitat area shall be cleared by the Biological Monitor prior to starting construction work.

#### Mission Lakes Boulevard PCC Dip Section/ Seven Consecutive Calendar Days Road Closure

Refer to Section 00-1.03(A) Modified Hours of Work and Section 12-4 Maintaining Traffic of these Special Provisions, regarding full road closure of Mission Lakes Boulevard for only seven consecutive calendar days to complete the construction of PCC Dip Section located between Station 39+92 and Station 40+92. During the road closure, working hours shall be between **7:00 a.m. and 9:00 p.m.** To ensure completion of PCC Dip Section, the Contractor will be allowed and may be required to work between **7:00 a.m. and 9:00 p.m.** on the Saturday and Sunday of this one weekend.

#### Liquidated Damages

Attention is directed to "Liquidated Damages" of these Special Provisions regarding specific duration times for completion of work.

#### **Public Awareness**

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

#### High Sulfate Soils Areas

Attention is directed to "Concrete Structures" and "Concrete Curbs and Sidewalk" sections of these Special Provisions regarding the construction of concrete structures and minor concrete items requiring a minimum of 6 inches of Class 2 Aggregate Base material and a layer of 6 mil plastic sheeting (visqueen) under and around concrete improvements due to existing soils with high sulfate content.

#### Residential Access

Attention is directed to "Public Convenience" of these Special Provisions regarding access to the residents in the vicinity of the projects. For residents directly adjacent to the construction area, the Contractor shall coordinate with the residents to provide access to the properties.

### **Business Access**

Attention is directed to "Public Convenience" of these Special Provisions regarding access to the businesses in the vicinity of the projects. For businesses directly adjacent to the construction area, the Contractor shall coordinate with the businesses to provide access to the properties.

## **Emergency Vehicles**

Attention is directed to "Public Safety" of these Special Provisions regarding access for emergency vehicles. The Contractor shall provide continuous 12-foot drivable access for emergency vehicles through the construction zones at all times.

### Portable Changeable Message Signs

A minimum of six (6) Portable Changeable Message Signs (PCMS) are to be provided 2 weeks prior to the start of work. The road(s) will have two PCMS setup in advance of any lane restrictions. Additional PCMS shall be required ahead of and during the full road closure to inform and direct traffic to detour route.

#### Lane Closures

Attention is directed to "Maintaining Traffic" provisions of these Special Provisions regarding lane closure being allowed only during working hours.

### Vertical drops - Between drive lanes

Attention is directed to "Maintaining Traffic", "Roadway Excavation", and "Cold Planing Asphalt Concrete Pavement" provisions of these Special Provisions regarding vertical drops. The contractor shall have no vertical drops between drive lanes, resulting from Cold Plane of Asphalt Concrete Pavement and Roadway Excavation operations during non-working hours.

### **Environmental Stewardship**

Attention is directed to "Clearing and Grubbing" and "Environmental Stewardship" of these Special Provisions regarding Migratory Birds. Between February 1st and August 31st, the Contractor is required to comply with the provisions described herein, including preconstruction surveys and other regulatory requirements.

### Concrete Cross Gutters - Standard

Attention is directed to "Public Convenience" of these Special Provisions regarding construction of County Standard concrete cross gutters. Upon removal of the existing concrete cross gutter and adjacent pavement, traffic rated non-skid steel plates shall be placed that span between the remaining asphalt surfaces. The steel plates shall remain in place until the replacement concrete cross gutter and adjacent pavement have been placed and are accepted for traffic.

## Concrete Cross Gutters - Greater than 10' wide

Attention is directed to "Public Convenience" of these Special Provisions regarding construction and reconstruction of concrete cross gutters, greater than 10' wide. Work shall be phased to maintain two-way traffic at all times. No detours will be allowed.

### **Encroachment Permit**

Attention is directed to "Encroachment Permit" of these Special Provisions regarding Encroachment Permits. The Contractor shall be responsible to prepare the Traffic Control Plans and submit to County, and City of Desert Hot Springs, for review and approval for duplicate permits.

# **Obstructions**

Attention is directed to "Obstruction" of these Special Provisions regarding the lowering of water valve covers and sewer manholes in Roadway Excavation and Cold Plane areas. The contractor is responsible to ascertain the exact locations of existing facilities, shown or not shown in the plans. The contractor shall be responsible for lowering the water valve covers and sewer manhole covers prior to Roadway Excavation and Cold Plane related work and adjusting water valve covers, if on slip-cans, to final grade.

All other utility manholes adjustments to final grade are the responsibility of the utility owner, with exception to manholes owned by Mission Springs Water District. Contractor to provide a cost to adjust to final grade all other utility manholes as an option.

### 10-6 WATERING

### Add to Section 10-6, Watering:

### 10-6.01 Develop Water Supply

Develop water supply shall conform to the provisions of Section 10-6 of the Standard Specifications and these Special Provisions.

Attention is directed to the requirements of Section 10-5 "Dust Control" of Standard Specifications, and appendix A of these Special Provisions.

### 10-6.02 Payment:

Full compensation for developing water supply, furnishing watering equipment, and applying water shall be considered as included in the price paid per lump sum for Develop Water Supply, and shall include full compensation for the work performed, including obtaining and submitting Permits, Licenses, Agreements and Certifications required, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

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#### 12 TEMPORARY TRAFFIC CONTROL

Replace Section 12-2, Reserved, with Construction Project Funding Signs:

#### 12-2.01 CONSTRUCTION PROJECT FUNDING SIGNS

#### 12-2.01A General

The County will provide, install and remove two (2) project funding signs. The Contractor shall be responsible for maintenance of the County furnished and installed construction project funding signs during construction.

Maintenance includes but is not limited to keep the signs erected and visible; damages to signs occurred during construction period shall be the responsibility of the Contractor and must be repaired as directed by the Engineer.

Full compensation for maintenance of Construction Project Funding Signs during construction shall be considered as included in the bid prices paid for various items of work and no additional compensation will be allowed therefor.

### Add to the beginning of section 12-3.32C:

# PORTABLE CHANGEABLE MESSAGE SIGNS

A minimum of six (6) portable Changeable Message Signs (PCMS) shall be furnished, placed, operated and maintained at those locations shown on the approved Traffic Control Plans or where designated by the Engineer in conformance with the provisions in Section 12, "Temporary Traffic Control" of the Standard Specifications and these Special Provisions.

Additional PCMS shall be required ahead of and during the full road closure to inform and direct traffic to detour route.

PCMS Boards will be placed far enough in advance of the project to allow commuters an option for alternative routes prior to arriving to the project limits.

Start displaying the message on the portable changeable message signs 2 weeks prior to start of construction.

#### Replace section 12-3.32D Payment with:

### 12-3.32D Payment

Full compensation for portable changeable message signs shall include all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing portable changeable message signs as directed by the Engineer shall be considered as included in the lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

#### 12-4 MAINTAINING TRAFFIC

#### Add to Section 12-4.01 General:

## **MAINTAINING TRAFFIC:**

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

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

### Full Road Closure, Seven Consecutive Calendar Days Only

The Contractor will be allowed to close a section of Mission Lakes Boulevard, weather permitting, beginning at 7:00 a.m. on the first day and reopen the roadway at 9:00 p.m. on the seventh day as approved/directed by the Engineer.

Working hours for the PCC Dip Section construction work on Mission Lakes Boulevard, between Station 39+92 and Station 40+92, shall be between the hours of 7:00 a.m. to 9:00 p.m. for seven consecutive calendar days only, as approved by the Engineer. To ensure completion of PCC Dip Section, the Contractor will be allowed and may be required to work between the hours of 7:00 a.m. to 9:00 p.m. on the Saturday and Sunday of this one week. In addition, any proposed construction (other than the PCC Dip Section) that can be performed within the limits of the road closure and the extended working hours, shall be performed.

Throughout the full road closure, access will be provided via detour routes and Contractor shall maintain access for local residents. Traffic Control plan to include development of a road closure detour plan via Mission Lakes Boulevard, North Indian Canyon Drive, Pierson Boulevard, and Little Morongo Road.

It will be at the sole discretion of the Engineer to approve the types of work, that may be permitted during the restricted weekend working hours. At the request of the Engineer, the Contractor may be required to provide a **Contingency Plan** specific for the operation.

Contractor will be required to prepare and submit construction staging, detour, and traffic control plans for review and approval per Section 12-5 of these Special Provisions. Attention is directed to Section 00-1.07 Encroachment Permit and 10-1.02 Work Sequencing of these Special Provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system. Lane closure is allowed only during contractor's work hours. On two lane roads one lane must be open to traffic at all times, on multilane roads one lane in each direction must be open at all times. All traveled lanes must be opened to traffic during non-working hours excluding

reconstruction area. Attention is directed to Liquidated damages of these special provisions regarding delays in opening to traffic beyond scheduled working hours. Driveways must be accessible during non-working hours.

Full road closure (other than the closure specified herein) is not permitted unless otherwise approved, in an intermittent basis only, by the Engineer.

The contractor shall have no vertical drops between drive lanes, resulting from Roadway Excavation of Asphalt Concrete pavement during non-working hours.

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

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

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

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

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

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

Designated holidays are shown in the following table:

#### **Designated Holidays**

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Holiday	Date observed	
New Year's Day	January 1st	
Martin Luther King Jr.'s Birthday	3rd Monday in January	
Abraham Lincoln's Birthday	February 12	
Washington's Birthday	3rd Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4th	
Labor Day	1st Monday in September	
Columbus Day	2nd Monday in October	
Veterans Day	November 11th	
Thanksgiving Day	4th Thursday in November	
Day after Thanksgiving	4th Friday in November	
Christmas Day	December 25th	

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

holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

#### Add to section 12-4.01D Payment

#### 12-4.01D Payment

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

#### Add to section 12-4.02A:

Roadway closure of the adjacent traffic lane is not required for installing, maintaining, and removing traffic control devices.

# Replace Section 12-5, Reserved, with the following:

# 12-5.01 Traffic Control System/ Public Convenience/ Public Safety 12-5.02 General

Contractor shall prepare construction staging, traffic control plans, and traffic detour plans (for the one (1) week full closure), for review and approval by the Transportation Department.

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

#### 12-5.03 Compliance

Construction staging, traffic control, and traffic detour plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including the State of California Highway Design Manual, the Manual on Uniform Traffic Control Devices 2014 Edition, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Engineer for review and approval prior to submission of the required plans.

The Contractor shall notify the County, and update portable changeable message signs, 14 calendar days prior to construction.

With regard to the preparation and implementation of the plans, attention is especially directed to Sections 5-1.36, 7-1.02K(6), 7-1.03, 7-1.04, 7-1.05, 7-1.06, and Section 12 of the State of California Standard Specifications.

Section 12-1.04 "Payment" of the Standard Specifications is deleted. Flagging costs will be borne entirely by the Contractor.

Maintaining traffic shall conform to the provisions in 5-1.37B "Load Limits", 7-1.02K(6) "Occupational Safety and Health Standards", 7-1.03 "Public Convenience", 7-1.04 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual on Uniform Traffic Control Devices 2014 Edition Revision 7, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation, and these Special Provisions.

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

A minimum of six (6) Portable Changeable Message Signs (PCMS) shall be furnished, placed, operated and maintained and shall be shown on the approved Traffic Control Plans or where designated by the Engineer in conformance with the provisions in Section 12, "Temporary Traffic Control" of the Standard Specifications and these Special Provisions. Additional PCMS shall be required ahead of and during the full road closure to inform and direct traffic to detour route.

Portable Changeable Message Signs will be posted two (2) weeks prior to start of construction to notify residents and motorist for upcoming construction project.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices shall conform to and be placed in accordance with the Manual on Uniform Traffic Control Devices 2014 Edition Revision 7, the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

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

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

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

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

No extra work will be allowed when the Engineer orders the application of water for the purpose of controlling dust caused by public traffic.

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

#### 12-5.04 Public Outreach

The Contractor shall be responsible for coordinating any public outreach issues with the Engineer.

The Contractor shall be responsible to coordinate with Engineer for the distribution in English and Spanish Language, of an information letter pertaining to the planned work to all affected residences and businesses, at least two weeks prior to commencing work adjacent to those residences and businesses or as requested by the engineer. It shall be the responsibility of the Contractor to coordinate with Engineer to prepare, print sufficient copies, and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer in WPG, .DXF,.DGN or .DWG format. The letter shall be similar to the sample provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

The information letter shall be approved by the Engineer prior to distribution.

Contractor is required to attend all construction progress meetings and public outreach meetings for this project.

#### 12-5.05 Payment

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including preparation and distribution of information letter, furnishing, installing and maintaining all traffic control devices including graffiti removal, providing portable Changeable Message Signs, including implementing, monitoring, and maintaining the detour route during the 7-day full road closure, and traffic control plans shall be paid for on a lump sum basis for Traffic Control System, and no additional compensation will be allowed therefor.

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## 13 WATER POLLUTION CONTROL

Replace section 13-3 Water Pollution Control with:

13-3.01 Water Pollution Control 13-3.01(A) General

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

Throughout the term of this contract, the total land disturbance area will be one acre or more.

After receiving an electronic copy of the approved SWPPP, the County will submit a Notice of Intent (NOI) to the State Water Resources Control Board for compliance with the 2022 Construction General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (hereafter referred to as the 2022 Construction General Permit), which is available at:

(http://www.waterboards.ca.gov/water\_issues/programs/stormwater/construction.shtml).

The NOI will not be processed and approved by the State Water Resources Control Board until the fee for stormwater permit coverage is paid. The contractor shall issue a check in the amount shown on the Fee Statement provided by the Department to the State Water Quality Board. The Fee Statement will be generated after the approved SWPPP is uploaded and the NOI is ready to be submitted to the State Water Quality Control Board. Once the NOI is approved, the State Water Resources Control Board will issue a Waste Discharge Identification Number (WDID) for the project. The Storm Water Construction Annual Fee by Acre can be found on the State Water Resources Control Board website.

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

The Contractor shall comply with the requirements of the 2022 Construction General Permit, the Municipal Permit (NPDES No. CAS617002), and the Low Threat General Permit (De Minimus Permit) (NPDES No. CAG997001).

Contractor's Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by a Qualified SWPPP Developer in accordance with the 2022 Construction General Permit Section 9.6.1.C.iii

You must use the most current Caltran's Stormwater Pollution Prevention Program (SWPPP) template. An electronic template prepared to assist construction contractors in their preparation of a Stormwater Pollution Prevention Plan (SWPPP) is available at:

This project is a Risk Level 1 project under the 2022 Construction General Permit. Therefore, Contractor's SWPPP shall also conform to the applicable attachment(s) of the 2022 Construction General Permit. Attachment "C" for Risk Level 1 Requirements is included in the appendices section of these special provisions.

# 13-3.01(B) WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's SWPPP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's SWPPP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's SWPPP shall be maintained onsite. When the SWPPP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the SWPPP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's SWPPP shall be directed to the Engineer.
- B. Contractor's SWPPP shall describe the Contractor's plan for managing run-on and runoff during each construction phase. Contractor's SWPPP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be in accordance with the document, "Construction Site Best Management Practices (BMP) Manual" (Caltrans, May 2017) available at: (https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks). Contractor's SWPPP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.
- C. Preparer of Contractor's SWPPP shall have one of the following credentials:
  - 1. A California registered professional civil engineer;
  - 2. A California registered professional geologist or engineering geologist;
  - 3. A California registered landscape architect;
  - 4. A professional hydrologist registered through the American Institute of Hydrology;
  - 5. A Certified Professional in Erosion and Sediment Control™ (CPESC®) registered through EnviroCert International, Inc.; or
  - 6. A Certified Professional in Storm Water Quality™ (CPSWQ®) registered through EnviroCert International. Inc.

Additionally, the preparer of the Contractor's SWPPP/MP shall have a Qualified SWPPP Developer (QSD) certificate in conformance with the 2022 Construction General Permit.

- D. The Contractor shall designate a Water Pollution Control Manager, hereafter referred to in this section as the "WPCM," that shall have been trained to implement the SWPPP. Contractor's Water Pollution Control Manager shall:
  - Be a QSD in good standing.
  - 2. Fulfill all the responsibilities of the Qualified SWPPP Practitioner, hereafter referred to in this section as the "QSP", as set forth in the 2022 Construction General Permit. The WPCM shall not delegate the conduct of inspections required by the 2022 Construction General Permit.
  - 3. Be responsible for all water pollution control work.
  - 4. Be the Engineer's primary contact for all water pollution control work.
  - 5. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the Municipal Permit.
  - 6. Be responsible for the inspection of WPC practices identified in the SWPPP
  - 7. Be responsible for the inspections and reports for all monitoring

- 8. Be responsible for sampling and analysis
- Be responsible for the preparation and submittal of all SWPPP documentation including inspection reports, weather monitoring reports, NAL exceedance reports, SWPPP Annual Certification, Annual Reports, and Notice of Termination, etc.

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

- E. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):
  - 1. Erosion Control (water and wind)
  - 2. Sediment Control
  - 3. Tracking Control
  - 4. Materials & Waste Management
  - 5. Non-Stormwater Discharge Management and Monitoring
  - 6. Run-on and Run-off Control, including but not limited to non-visible pollutant monitoring
- F. Monitoring and Reporting: Observations, inspections, and monitoring conducted by the Contractor's WPCM shall be documented on the Construction Site Inspection Checklist included in Contractor's SWPPP and/or WPCP, as applicable. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the observation, inspection, or monitoring.

#### 13-3.01(C) General Requirements

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

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

# 13-3.01(D) Submittals

Within fifteen (15) working days after the award of the contract, the Contractor shall submit one (1) pdf file of the SWPPP to the Engineer for review and approval. The Contractor shall allow five (5) working days for the Engineer to review the SWPPP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP, as applicable, within five (5) working days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. The Contractor shall submit two (2) hard copies of the approved SWPPP and one PDF file to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP, as applicable, prior to the notice to proceed. The contractor cannot start work, including equipment and material mobilization, stockpiling, clearing and grubbing or any other ground disturbance, without an approved SWPPP and the issuance of the WDID by the State Water Resources Control Board.

The Contractor's SWPPP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, QSP, QSD, and all other employees working on the project receiving formal training or certification.

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06, "Suspensions", of the Standard Specifications.

The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs. of being damaged or needing repair or maintenance. All BMP repairs shall also be implemented by the Contractor prior to a qualifying storm event, as defined in the 2022 Construction General Permit.

The Contractor shall be responsible for all the "Risk Level 1,2 or 3 Monitoring and Reporting Requirements" described in the 2022 Construction General Permit, which includes (but not limited to):

- a. Visual Monitoring (Inspection) Requirements for Qualifying Rain Events
- b. Monitoring Methods
- c. Non-Storm Water Discharge Monitoring Requirements
- d. Non-Visible Pollutant Monitoring Requirements
- e. Records
- f. Water Quality Sampling Analysis
- g. Storm Water Discharge Water Quality Sampling locations
- h. Storm Water Sample Collection and Handling Instructions
- i. Analytical Methods
- j. Watershed Monitoring Option
- k. Particle Size Analysis for Project Risk Justification
- I. NAL Exceedance Report
- m. Bio assessment

The Contractor shall be responsible for all of the inspection required by the 2022 Construction General Permit (weekly, pre and post storm, quarterly non-stormwater, etc). The Contractor shall be responsible for providing a signed annual certification and summary provided on the Department's latest form and all information for annual reporting purposes in electronic format, including inspection reports, photos, NOI, sampling and analysis reports, etc.

The contractor shall submit the Annual Report to the Engineer prior to July 15<sup>th</sup>. The Contractor's Water Pollution Control Manager will upload the annual report documentation to SMARTS.

# **Dewatering**

If Dewatering is necessary, then the Contractor shall be responsible for obtaining coverage under latest adopted version of the De Minimus Permit for non-stormwater discharges, and provide notification prior to a regulated discharge. Compliance with the De Minimus Permit is required by the Municipal Permit. Failure to comply with this Order, may subject the discharger to administrative or civil liabilities, criminal penalties, and/or other enforcement remedies to ensure compliance. Additionally, certain violations may subject the Discharger to civil or criminal enforcement from appropriate local, State, or federal law enforcement entities. This permit regulates non-stormwater discharges to surface waters of various types of wastes that pose an insignificant threat to water quality and includes monitoring and reporting requirements. At least 45 days before the start of a new (De Minimus Permit) discharge, the contractor shall submit an application and obtain the authorization letter from the (the Regional Board's) Executive Officer to discharge wastewater to surface waters. The types of wastewater discharges regulated under this Permit include the following discharges:

- a. Construction dewatering wastes;
- b. Wastes associated with well installation, development, test pumping and purging;
- c. Aquifer testing wastes;
- d. Dewatering wastes from subterranean seepage, except for discharges from utility vaults;
- e. Discharges resulting from hydrostatic testing of vessels, pipelines, tanks, etc.;
- f. Discharges resulting from the maintenance of potable water supply pipelines, tanks, reservoirs,

etc.:

- g. Discharges resulting from the disinfection of potable water supply pipelines, tanks, reservoirs, etc.:
- h. Discharges from potable water supply systems resulting from initial system startup, routine startup, sampling of influent flow, system failures, pressure releases, etc.;
- i. Discharges from fire hydrant testing or flushing;
- j. Air conditioning condensate;
- k. Swimming pool discharge;
- Discharges resulting from diverted stream flows;
- m. Decanted filter backwash wastewater and/or sludge dewatering filtrate water from water treatment facilities; and
- n. Other similar types of wastes as determined by the Regional Water Board Executive Officer, which pose a de minimus threat to water quality yet must be regulated under waste discharge requirements.

In the event the Discharger does not comply or will be unable to comply for any reason, with any prohibition, discharge limitation (e.g., maximum daily effluent limitation), or receiving water limitation of this Order, the Discharger shall notify the Regional Water Board by telephone (951) 782-4130 within 24 hours of having knowledge of such noncompliance that may endanger public health or the environment, and shall confirm this notification in writing within five days, unless the Regional Water Board waives confirmation. The written notification shall state the nature, time, duration, and cause of noncompliance, and shall describe the measures being taken to remedy the current noncompliance and, prevent recurrence including, where applicable, a schedule of implementation. Other noncompliance requires written notification as above at the time of the normal monitoring report.

The Contractor is responsible and shall all conduct monitoring, sampling and analysis, and report preparation for conformance with the Construction Permit, Municipal Permit, and De Minimus Permit. The Contractor will not be compensated for sampling and analysis work due to the Contractor's failure to properly implement, inspect, maintain, and repair BMPs in conformance with the approved SWPPP and any amendments thereto, or for failing to store construction materials or wastes in watertight conditions.

Each proposal shall have listed therein the name and address of a local certified laboratory within 50 miles of the project site to whom the Contractor proposes to subcontract all laboratory sampling and analysis, monitoring and report preparation necessary to comply with the 2022 Construction General Permit, De Minimus and the Municipal Permit, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Contractor's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. The certified laboratory shall have experience with monitoring, sampling and analysis, and report preparation for the 2022 Construction General Permit and/or the De Minimus Permit and shall be certified by the State. A list of certified laboratories by the State can be found at:

http://www.cdph.ca.gov/Programs/OSPHLD/LFS/Pages/Laboratories-In-State-Map.aspx

#### 13-3.01(E) Notice of Termination

Contractor shall perform all work specified within this specification and within the project SWPPP and shall remain responsible for 2022 Construction General Permit Compliance until such time the Notice of Termination (NOT) is filed and approved by the California Regional Water Quality Control Board. Within 30 days of completion of construction, the Contractor shall be responsible to collect, compile, and furnish to the County Engineer all necessary backup documentation required to submit for NOT. This documentation shall include at a minimum:

- a. Final Site Map
- b. Final Site Photos
- c. Documents demonstrating achievement of "final stabilization".
- d. Signed certification that all construction materials and wastes have been properly disposed.
- e. Signed certification that all construction equipment and temporary BMPs have been removed from the site

- f. Documents indicating that all permanent BMPs (required by the MS4 Permit) have been constructed and are properly functioning. Documentation shall also indicate that a mechanism for long term maintenance of these BMPs is in place.
- g. Other documentation as necessary to demonstrate that no potential exists for discharge of construction related pollutants within stormwater.
- h. Electronic copies of all water quality related documentation.
- i. A signed summary of water quality related activities provided on the Department's latest form.

County Engineer or NPDES Coordinator will upload documentation and file the NOT in SMARTS.

# 13-3.01(F) Additional Liquidated Damages:

## Water Pollution Control and SWPPP

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

## 13-3.01(G) Payment

Payment for Prepare Storm Water Pollution Prevention Plan shall be on a lump sum basis and shall include full compensation for the work performed, including obtaining Permit coverage, issuing a check to the State Water Quality Board for Permit coverage, developing, preparing, revising, obtaining approval of, and amending the SWPPP, implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, performing the observations, inspections, sampling, analysis, reporting, and street sweeping, achieving NOT approval and as specified in the Caltrans Handbooks, 2022 Construction General Permit, De Minimus Permit, Municipal Permit and these Special Provisions, and as directed by the Engineer.

# Replace section 13-7.02 Street Sweeping with the following:

#### 13-7.02 Street Sweeping

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

#### 13-7.02A GENERAL

#### 13-7.02A(1) Summary

This work includes street sweeping.

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

#### 13-7.02A(3) Submittals

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

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

# 13-7.02A(4) Quality Control and Assurance

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

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

#### 13-7.02B Materials

Not Used

# 13-7.02C Construction 13-7.02C(1) Street Sweepers

Sweepers must use one of these technologies:

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

or

D. Sweeping by hand is acceptable in lieu of A, B, and C above.

#### 13-7.02C(2) Operation

Street sweeping shall be conducted at:

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

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

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

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

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

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

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

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

# 13-7.02D Payment

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

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# 14 ENVIRONMENTAL STEWARDSHIP

#### Add to Section 14-1.02 ENVRIONMENTALLY SENSITIVE AREA:

#### 14-1.02A General

For this project the ESA is defined as the area outside of the construction work area.

The construction work area for each location is defined in the construction plans.

#### 14-1.02B Materials

Temporary High-Visibility Fences per Standard Specification 16-2.03 shall be installed at the perimeter of the construction work area.

Temporary Silt Fences per Standard Specification 13-10 will be installed at the work area perimeter boundaries to prevent accidental deposition of fill material in areas where vegetation is immediately adjacent to planned grading activities.

#### 14-1.02C Construction

Prior to clearing or construction, place Temporary High-Visibility Fences and Temporary Silt Fences.

No construction activities (grading, fill activity), materials, or equipment will be allowed outside of the construction work area.

All construction equipment will be operated in a manner to prevent accidental damage to ESA.

Construction personnel will be instructed that their activities are restricted to the construction work areas.

Vehicles, equipment, and construction materials are strictly limited to the construction work area, designated staging areas and routes of travel.

Employees access to sites will be from pre-existing access routes to the greatest extent possible.

## 14-1.02D Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Temporary High-Visibility Fences and Temporary Silt Fences complete in place, including maintenance, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer shall be considered as included in the contract price paid per linear foot for Temporary High-Visibility Fence, and no additional compensation will be allowed therefor.

#### **14-2 CULTURAL RESOURCES**

## Add to Section 14-2.03, Archeological Resources:

#### **ARCHAEOLOGICAL RESOURCES**

#### 14-2.03A General

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

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

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

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

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

#### 14-6 BIOLOGICAL RESOURCES

#### 14-6.03 SPECIES PROTECTION:

#### Add to Section 14-6.03A General:

Work to be performed is adjacent to the Upper Mission Creek/ Big Morongo Canyon Conservation Area and the Coachella Valley milk-vetch critical habitat

The Coachella Valley milk-vetch habitat is located on the south side of Mission Lakes Boulevard between Station 39+00 +/- and Station 42+50 +/-.

Coachella Valley milk-vetch surveys will be conducted prior to commencement of work.

The survey will be provided by Riverside County staff.

No personnel, equipment or materials shall be allowed to go beyond the pavement limits or allowed to enter onto the Coachella Valley milk-vetch habitat without the expressed permission of the Engineer. The Contractor shall become informed with regard to all areas within and adjacent to the project limits that are designated as Environmentally Sensitive Areas (ESA).

The Contractor is cautioned that any trespassing onto Upper Mission Creek/ Big Morongo Canyon Conservation Area and the Coachella Valley milk-vetch critical habitat property may result in damage to endangered species and/or their habitat, and that such trespass may also result in fines being levied by the California Department of Fish and Game, the U.S. Fish and Wildlife Service or other regulatory agency. Trespass by the Contractor onto the Conservation Area that results in damage to protected habitat or species may also result in costs for habitat restoration and/or off-site in-kind habitat replacement.

The Contractor shall be fully responsible for payment of all fines and habitat restoration /replacement costs resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County of Riverside by the California Department of Fish and Game, the U.S. Fish and Wildlife Services or other regulatory agency. The cost of all fines and costs levied against the County of Riverside will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

#### Add to Section 14-6.03B Bird Protection:

#### 14-6.03B Bird Protection

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

# **Regulatory Requirements**

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

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

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

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

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

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

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# **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 **removal and proper disposal of** weeds, grasses, shrubs, roots, plants, trees, tree stumps, bushes, trimming tree overhang above roadway and sidewalk (requires 7ft vertical clearance for ADA purposes), trimming of bushes and trees near signage to provide 7 ft vertical clearance, landscape, rock landscaping, grading of dirt swale, slope grading, grading areas/shoulder adjacent to roadway within project footprint, re-arranging existing landscape and rocks to accommodate improvements along Langlois Road, 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 00-1.14, Disposal of Excess Excavation or Materials, of these Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Replace Section 17-2.04 with:

# **Payment**

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article including all labor, equipment, materials and incidentals, for performing clearing and grubbing including but not limited to removal and proper disposal of weeds, grasses, shrubs, roots, plants, trees, tree stumps, bushes, trimming tree overhang above roadway and sidewalk (requires 7ft vertical clearance for ADA purposes), trimming of bushes and trees near signage to provide 7 ft vertical clearance, landscape, rock landscaping, grading of dirt swale, slope grading, grading areas/shoulder adjacent to roadway within project footprint, re-arranging existing landscape and rocks to accommodate improvements along Langlois Road, as shown on the plans and as directed by the Engineer shall be considered as included in the contract price paid per lump sum for Clearing and Grubbing and no additional compensation will be allowed therefor.

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# 19 EARTHWORK

#### 19-2 ROADWAY EXCAVATION

#### Add to Section 19-2.01 General:

#### **Roadway Excavation**

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

Roadway excavation shall include but not limited to:

- Sawcut of existing asphalt as shown on the plans
- Excavation and removal of roadway (AC pavement and underlying material to the depths shown on the plans)
- Moisture condition, grade and compaction of sub-grade, and shoulders to 95%
- Grading of proposed cut and fill slopes to drain to the nearest drainage facilities
- Removal of Pavement markings and striping within roadway excavation area
- Remove existing asphalt concrete and underlying material to a depth of 0.50' at PCC Dip Section and 0.45' min. (to grades shown on the plans) in AC pavement sections

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

No vertical drops are permitted between lanes during non-working hours. See Caltrans Special Provisions 7-1.04 Public Safety.

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

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

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

# **Relative Compaction**

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

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

# Replace Section 19-2.04 with:

# 19-2.04 Payment

The unit price paid per cubic yard for Roadway Excavation is a final pay item in conformance with section 9-1.02C "Final Pay Item Quantities" of Standard Specifications, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved including hauling, excavation and compaction, saw-cutting as shown on the plans, removal of existing pavement and base, as directed by the Engineer and no additional compensation will be allowed therefor.

# 22 FINISHING ROADWAY

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# Add to Section 22-1.01, Finishing Roadway, General

Finishing Roadway shall consist of the completion of all final construction, cleanup work, incidentals to the project site(s), and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

- 1. Satisfactory completion of Finishing Roadway in accordance with Section 22 "Finishing Roadway" of the Standard Specifications.
- 2. Removal of all temporary facilities, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer.
- 3. Restoration and stabilization of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition.
- 4. Completion of record drawings (as-built), to the satisfaction of the Engineer.
- 5. Submission of final certified payroll documents to the Engineer.
- 6. Submission of property owner releases, as required by the Engineer.
- 7. Completion of the requirements of permits issued by other agencies.
- 8. Satisfactory completion of punch list items, all construction and administrative items of work.

Finishing Roadway shall include the satisfactory completion of all items of work, but shall not be interpreted as being a separate payment for work that is paid under separate contract items. Finishing Roadway is intended for project close-out activities.

Full compensation for complying with the requirements of Finishing Roadway shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor

# **DIVISION IV SUBBASES AND BASES**

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#### **26 AGGREGATE BASES**

# The first paragraph of Section 26-1.02A, is modified to read:

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

# Add to Section 26-1.02B Class 2 Aggregate Base

# 26-1.02B Class 2 Aggregate Base

Aggregate base shall meet the gradation requirements for 3/4 inch maximum.

The Aggregate Quality requirements contained in Section 26-1.02B shall be modified to read:

# **Aggregate Quality**

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

# Add the following to Section 26-1.04 Payment

## **26-1.04 Payment**

Quantities of Class 2 Aggregate Base will be paid for at the contract unit price per cubic yard.

# DIVISION V SURFACINGS AND PAVEMENTS

## 39 ASPHALT CONCRETE

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

#### 39-2.01 Hot Mix Asphalt

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

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

## 39-2.01(1a) Material

## 39-2.01(1a.1) Prime Coat

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

#### 39-2.01(1a.2) Tack Coat

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

#### 39-2.01(1a.3) Asphalt Binder

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

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

The grade for asphalt binder shall be PG 70-10.

# 39-2.01(1a.4) Aggregate

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

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

# Aggregate Gradation (Percentage Passing)

3/4-inch Type A HMA

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

1/2-inch Type A HMA

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

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

**Aggregate Quality Requirements** 

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

#### Note:

# 39-2.01(1a.3) Reclaimed Asphalt Pavement

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

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

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

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

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

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

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

The HMA mix design shall comply with the following requirements:

<sup>&</sup>lt;sup>a</sup> Combine aggregate in the JMF proportions.

<sup>&</sup>lt;sup>b</sup> Reported value must be the average of 3 tests from a single sample.

<sup>&</sup>lt;sup>c</sup> The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Mix Design Requirements

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

<sup>&</sup>lt;sup>a</sup> Voids in mineral aggregate for RHMA-G must be within this range.

# 39-2.01(1c) Certifications

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

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

## 39-2.01(1d) Construction

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

## 39-2.01(1d.1) Lift Thickness

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

<sup>&</sup>lt;sup>b</sup> California Test 304, Part 2.13.

<sup>&</sup>lt;sup>c</sup> Report this value in the JMF submittal.

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

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

**HMA-A Lift Thickness and Aggregate Gradation Requirements** 

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

<sup>&</sup>lt;sup>a</sup> Top layer shall not contain RAP in the HMA mix. Bottom and all other lower layers may contain up to 15 percent RAP in the HMA mix.

# 39-2.01(1d.2) Sampling

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

The sampling device shall include a valve:

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

The Contractor shall replace failed valves.

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

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

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

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

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

## 39-2.01(1d.4) Utility Covers

Except as otherwise provided herein, the Contractor shall adjust to finish grade any valve covers encountered within the project limits, as required, for those utility valves that are provided with slip cans

<sup>&</sup>lt;sup>b</sup> When placing in multiple lifts, each layer shall not be less than 0.15 foot.

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

and are adjustable without the replacement of part or the removal of concrete collars. In cases where the owning utility company insists upon upgrades in the standards, or when additional parts or the removal of concrete collars are required for the adjustment, said adjustment will be the responsibility of the owning utility company.

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

# 39-2.01(1d.5) Placing HMA

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

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

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

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

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

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

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

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

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

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

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

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

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

**Quality Control Testing Requirements** 

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

Voids in mineral aggregate (% min) <sup>i</sup>	CT 367			
No. 4 grading 3/8" grading 1/2" grading 3/4" grading 1" grading			17.0 15.0 14.0 13.0 13.0	18.0-23.0 <sup>j</sup> 18.0-23.0 <sup>j</sup>
Dust proportion i No. 4 and 3/8" gradings 1/2" and 3/4" gradings 1" grading	CT 367		0.9–2.0 0.6–1.3 0.6–1.3	Report only
Smoothness	Special Provision 39-2.01 (1c.10)		12-foot straight- edge, must grind, and Pl₀	12-foot straight- edge, must grind, and Pl₀
Asphalt rubber binder viscosity @ 350 • F, centipoises	Section 39-2.03B(3)	Section 39-2.03A (4)(C)(ii)		1,500-4,000
Asphalt modifier	Section 39-2.03B(3)	Section 39-2.03A (4)(C)(ii)		Section 39-2.03B(3)
CRM	Section 39-2.03B(3)	Section 39-2.03A (4)(C)(ii)		Section 39-2.03B(3)

<sup>&</sup>lt;sup>a</sup> Determine combined aggregate gradation containing RAP under California Test 367.

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

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

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

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

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

<sup>&</sup>lt;sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-2.02B(4)(b) for HMA and section 39-2.03B(4)(b) for RHMA.

<sup>&</sup>lt;sup>c</sup> Report the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>d</sup> Required for HMA-A and RHMA-G if the specified paved thickness is at least 0.15 foot.

<sup>&</sup>lt;sup>e</sup> Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

f California Test 304, Part 2.13.

<sup>&</sup>lt;sup>9</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>&</sup>lt;sup>h</sup> For adjusting the plant controller at the HMA plant.

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

<sup>&</sup>lt;sup>j</sup> Voids in mineral aggregate for RHMA-G must be within this range.

# 39-2.01(1d.6e) Compaction

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

**HMA Relative Compaction Requirements** 

НМА Туре	Minimum Pave Thickness (ft)	Relative Compaction (%)
HMA-A, (1/2-inch)	0.12	91-97
HMA-A, (3/4-inch)	0.20	91-97
HMA-A, (1-inch)	0.25	91-97

## 39-2.01(1d.7) Acceptance Criteria

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

**HMA** Acceptance In Place

	HMA Acceptance In Place					
c	Quality characteristic Tes		Test method	HMA-A	MA Type RHMA-G	
	aaroaat	aradati	on a	CT 202	JMF ± tolerance °	JMF ± tolerance °
Sieve	ggregate 3/4"	1/2"	3/8"	C1 202	JIVIF ± tolerance	SIMP ± tolerance
1/2"	X b	1/2	3/0	-		
3/8"		Х		1		
No. 4			Х			
No. 8	Х	Х	X	1		
No.	X	X	X	1		
200	_ ^	_ ^	_ ^			
Sand ed	uivalent	(min) d		CT 217	47	47
Asphalt			%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.50
HMA mo			,	CT 226 or 370	1.0	1.0
(%, max						
Percent		mum the	eoretical	CT 375	91–97	91–97
density	(%) e, f					
Stabilon	neter val	ue (min)	d,g	CT 366		
No.	4 and 3	/8" gradi	ngs		30	
	and 3/4	" gradin	gs		37	23
	rading				37	
Air void				CT 367	4 ± 2	TV ± 2
Percent				CT 205		
	aggrega		nin)			
1000	fracture				90	
	fracture				75 (90 for 1-inch	90
	gregate				aggregate)	
	ssing no ined on					
	fracture		eve.)		70 (90 for 1-inch	70
One	nacture	ed lace			aggregate)	
Loc And	rolos Po	ttlor (0/	may	CT 211	233.23,	
	geles Ra s at 100		IIIax)	01211	12	12
	s at 100 s at 500				45 (40 for 1-inch	40
	3 at 500	100.			aggregate)	
Fine ag	gregate	angulari	tv (%	CT 234	33 3 7	
min)	grogato	arigalari	<b>Ly</b> (70,	3.25.	45	45
	elonga	ted parti	cles (%,	CT 235	Donast sale	Depart only
	weight (		,		Report only	Report only
	lled with		(%) i	CT 367		
No.	4 gradir	ng			76.0–80.0	
	grading				73.0–76.0	Report only
	grading				65.0-75.0	Report only
	grading	3			65.0–75.0	
	rading				60.0–70.0	
	minera	l aggreg	ate	CT 367		
(% min)					47.0	
	4 gradir				17.0	
3/8	grading				15.0 14.0	18.0–23.0 j
1/2	grading	9			13.0	18.0–23.0 <sup>3</sup>
	grading	ď			13.0	10.0-23.0
		i		OT 207	13.0	
	oportion		ings	CT 367	0.9–2.0	Report only
	4 and 3 and 3/4				0.9–2.0 Report 0	
	and 3/2 grading	y grauii	93		0.6-1.3	
١ ر	, admig				0.0 1.0	

Smoothness	Special Provision 39-2.01 (1c.10)	12-foot straight-edge, must grind, and Pl <sub>0</sub>	12-foot straight-edge, must grind, and Pl₀
Asphalt binder	Various	Section 92	Section 92
Asphalt rubber binder	Various		Section 92-1.01D(2) and Section 39-2.03B(3)
Asphalt modifier	Various		Section 39-2.03B(3)
CRM	Various		Section 39-2.03B(3)

<sup>&</sup>lt;sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

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

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

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

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

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

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

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

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

<sup>&</sup>lt;sup>c</sup> The tolerances must comply with the allowable tolerances in section 39-2.02B(4)(b) for HMA Type A and section 39-2.03B(4)(b) for RHMA-G.

<sup>&</sup>lt;sup>d</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>e</sup> The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375, except the Engineer uses:

<sup>&</sup>lt;sup>f</sup> The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<sup>&</sup>lt;sup>9</sup> California Test 304, Part 2.13.

<sup>&</sup>lt;sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

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

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

Reduced Payment Factors for Percent of Maximum Theoretical Density

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

## 39-2.01(1d.9) Pavement Smoothness

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

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

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

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

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

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

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

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

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

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

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

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

## 39-2.01(1e) Payment

The contract bid price paid per ton for Hot Mix Asphalt HMA shown in bid proposal shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved including the sampling and testing of HMA quality characteristics, sampling and testing of density cores, profilograph, and furnishing and applying asphaltic emulsion (paint binder/tack coat).

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

Full compensation for furnishing and applying asphaltic emulsion (paint binder/tack coat) shall be considered as included in the contract price paid for Asphalt Concrete.

The adjustment of frames, valve covers, grates, manholes, including initial lowering of valves and manholes when required, shall be considered as included in the contract price paid for hot mix asphalt.

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS — see Section 9-1.07 of the Standard Specifications and Section 5, "Additional Bidding Forms", of the Instructions to Bidders.

Notify the County and provide "Opt Out" form along with your bid proposal if you wish to opt out compensation adjustment due to Crude Oil Price Index.

# Add to Section 39-2.01C(5) Pavement Edge Treatments:

# **EDGE TREATMENT (SAFETY EDGE):**

#### General

This work includes constructing the edges of HMA pavement as shown on the plans.

#### **Materials**

HMA for safety edge treatment must comply with Section 39, "Asphalt Concrete," of the Standard Specifications and "Hot Mix Asphalt" Section of these Special Provisions.

For the safety edge, use the same type of HMA used for the adjacent lane or shoulder.

#### Construction

The edge of roadway where the safety edge treatment is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade areas to receive the safety edge as required.

The safety edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown on the plans. Compaction must be by constraining the HMA to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transition to cross roads, driveways, and obstructions.

For safety edge treatment, the angle of the slope must not deviate by more than  $\pm 5$  degrees from the angle shown on the plans. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the safety edge treatment can be placed either with each lift or with the final lift.

Short sections of hand work are allowed to construct transitions for safety edge treatment.

For more information on the safety edge treatment, go to:

http://safety.fhwa.dot.gov/roadway\_dept/pavement/safedge/

A list of commercially available devices can be found at the above Web site under "Frequently Asked Questions" and "Construction Questions."

#### **Payment**

Full compensation for constructing edge treatments (Safety Edge), including grading when required for preparation of the area to receive the safety edge treatment, shall be considered as included in the contract prices paid per ton for Hot Mix Asphalt (Type A); and it shall include full compensation for furnishing all

labor, materials, tools, equipment, incidentals, and for doing all the work as specified in the Standard Specifications and these Special Provisions and no additional compensation will be allowed.

#### 39-3 EXISTING ASPHALT CONCRETE

Replace section 39-3.04, Cold Planing Asphalt Concrete Payement, with the following:

# 39-3.04 COLD PLANING ASPHALT CONCRETE PAVEMENT 39-3.04A General

Section 39-3.04 includes specifications for cold planning asphalt concrete pavement.

Cold planning asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planning.

All cold planed areas shall receive the first lift of HMA within 3 days or by Friday of the same week whichever is earliest. No cold planed areas shall be left unpaved over a subsequent weekend and/or holidays.

#### 39-3.04B Materials

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-2.07.

# 39-3.04C Construction 39-3.04C(1) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

- Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
- 2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
- 3. Equipped to effectively control dust generated by the planing operation
- 4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

If you do not complete placing the HMA surfacing before opening the area to traffic, you must:

- 1. Construct a temporary HMA taper to the level of the existing pavement.
- 2. Place HMA during the next work shift.
- 3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the corrective action plan is authorized.

## 39-3.04C(2) Grade Control and Surface Smoothness

Install and maintain grade and transverse slope references. You may adjust the planed depth up to  $\pm$  0.03 foot from the depth shown to achieve uniform pavement profile, cross slope, and surface smoothness. The average cold planed depth must be equal to or greater than the depth shown.

The final cut must result in a neat and uniform surface.

The completed surface of the planed pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

If you encounter delaminations during planning operations notify the Engineer immediately. If authorized, adjust the planed depth up to  $\pm$  0.05 foot to eliminate delaminations. Authorized work beyond the  $\pm$  0.05 foot range or other authorized mitigation work is change order work.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

# 39-3.04C(3) Planed Material

Remove cold planed material concurrently with planing activities such that the removal does not lag more than 50 feet behind the planer.

# 39-3.04C(4) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

- 1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
- 2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

# 39-3.04D Payment

The contract bid price paid per square yard for Cold Plane Asphalt Concrete Pavement shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all the work involved, and no additional payment will be made.

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# **40 CONCRETE PAVEMENT**

#### **40-1 GENERAL**

# Add to Section 40-1.01, General:

Portland Cement Concrete (PCC) DIP Section must conform to the applicable provisions in Section 40, "Concrete Pavement", Section 51, "Concrete Structures", Section 52, "Reinforcement", Section 90, "Concrete", of Standard Specifications, Riverside County Standard No. 307, the details on the construction plans, these Special Provisions, and as directed by the Engineer.

Rapid Strength Concrete must be used for the construction of concrete pavement. Rapid strength concrete shall conform to the applicable provisions of Section 90-3, "Rapid Strength Concrete" and these Special Provisions.

Concrete for concrete pavement over culverts must contain not less than 675 pounds of cementitious material per cubic yard.

Refer to Section 12-4, "Maintaining Traffic", in these special provisions. Full Road Closure will be allowed for seven consecutive calendar days on Mission Lakes Boulevard, weather permitting, beginning at 7:00 a.m. on the first day and reopen the roadway at 9:00 p.m. on the seventh day as approved/directed by the Engineer.

At the end of the working day, upon direction from the resident engineer, appropriate areas of the concrete pavement may be required to be protected by plate bridging with traffic rated non-skid steel plates.

Full compensation for furnishing and placing traffic rated non-skid steel plates, shall be considered as included in the contract price paid per lump sum for Traffic Control System, and no additional compensation will be allowed therefor.

Full compensation for placing grooving, shall be considered as included in the contract price paid per square foot for Minor Concrete (Dip Section) (CRS 307), and no additional compensation will be allowed therefor.

# Payment:

The contract unit bid price paid per square foot for Minor Concrete (Dip Section) (CRS 307) shall include full compensation for furnishing all labor, all materials including reinforcement, tools, equipment, and incidentals, for doing all the work involved in constructing Dip Section with rapid strength concrete pavement, complete in place, as shown on the plans, and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Construction of Dip Section (CRS 307) shall be measured and paid for at the contract unit price per square foot; and shall include full compensation for all labor, materials, tools, and equipment and for doing all work involved in constructing the complete Minor Structures including the structures structural excavation and backfill, removal of existing structures, construction of new concrete footings, cut-off walls, and construction of gutter depression as called out on the plan, furnishing and placing reinforcement steel bars, expansion joints, furnishing and placing dowel rods to joint new with existing footings and cut-off wall, removal and proper disposal of portion of existing concrete Dip Section including cut-off wall and footing, and no additional compensation will be allowed therefor.

# Replace Section 40-5 Reserved with:

#### 40-5 PCC DIP SECTION WITH RAPID STRENGTH CONCRETE

#### 40-5.01 PCC DIP SECTION WITH RAPID STRENGTH CONCRETE:

The PCC dip section shall be constructed with Rapid Strength Concrete (RSC) as shown on the plans and in conformance with Section 40, "Concrete Pavement," and Section 90, "Concrete" of the Standard Specifications and these Special Provisions.

## 40-5.01(A) DEFINITIONS

The following definitions shall apply to this section:

- 1. AGE OF BREAK Age in hours at which RSC retains its minimum specified compressive strength.
- 2. FINAL SET TIME The elapsed time after initial contact of cement and water, or accelerator, if used, at which a specific penetration resistance of 4,000 pounds per square inch is achieved in conformance with the requirements in ASTM Designation: C 403.
- 3. OPENING AGE The age at which the concrete will achieve the specified strength for opening to traffic.

# 40-5.01(B) QUALITY CONTROL PLAN

The Contractor shall submit a RSC QC plan.

# 40-5.01(C) RAPID STRENGTH CONCRETE

Rapid Strength Concrete (RSC) shall be a concrete made with hydraulic cement that develops the following quality characteristics:

- opening age strengths of at least 3,250 psi for compressive strength and at least 400 psi for modulus of rupture
- 2. a minimum 28-day compressive strength of 5,000 psi

Combined aggregate grading used in RSC shall be either the 1-1/2-inch maximum grading, or one-inch maximum grading, at the option of the Contractor.

Cement for RSC shall be hydraulic cement as defined in ASTM Designation: C 219 and shall conform to the following requirements:

Test Description	Test Method	Requirement
Contraction in Air	California Test 527,W/C Ratio =	0.053 %, max.
	0.39 ±0.010	
Mortar Expansion in Water	ASTM Designation: C 1038	0.04 %, max.
Soluble Chloride*	California Test 422	0.05 %, max.
Soluble Sulfates*	California Test 417	0.30 %, max.
Thermal Stability	California Test 553	60 %, min.
Compressive Strength @	ASTM Designation: C 109	2,500 psi
3 days		

<sup>\*</sup> Test is to be done on a cube specimen, fabricated in conformance with the requirements in ASTM Designation: C 109, cured at least 14 days and then pulverized to 100% passing the No. 50 sieve.

The Contractor shall submit uniformity reports for cement used in RSC. Uniformity reports shall conform to the requirements in ASTM Designation: C 917, except that testing age and water content may be modified to suit the particular material.

At least 10 days prior to use, the Contractor shall submit a mix design for RSC that shall include the following:

- 1 Compressive strength test results at age of break (6, 8, 10, 12, and 24 hours), at 3 days, at 7 days, and at 28 days
- 2. Opening age in hours
- 3. 28-day compressive strength
- 4. Proposed aggregate gradings
- 5. Mix proportions of hydraulic cement and aggregate
- 6. Types and amounts of chemical admixtures
- 7. Maximum time allowed between batching RSC and placing roadway pavement
- 7. Range of ambient temperatures over which the mix design is effective (18° F maximum range).
- 8. Final set time of the concrete
- 9. Any special instructions or conditions, including but not limited to, water temperature requirements

The Contractor shall submit a mix designed for a maximum ambient temperature range of 18° F. The Contractor shall develop and furnish compressive strength equivalent to modulus of rupture development data for the proposed mix design. Compressive strength equivalent to modulus of rupture development data may be developed from laboratory prepared samples. The testing ages for compressive strength equivalent to modulus of rupture development data shall include the ages of break specified to determine the opening age strength.

Concrete pavement penetration requirements in 90-1.02G(6), "Quantity of Water and Penetration or Slump" of the Standard Specifications shall not apply to RSC.

RSC pavement shall develop a minimum equivalent compressive strength to modulus of rupture of 3,250 pounds per square inch at opening age and at least 3,600 pounds per square inch in 3 days after placement. Equivalent compressive strength to modulus of rupture shall be determined by averaging results from 3-cylinder specimens tested in conformance with the requirements in California Test 521. The Contractor shall develop a compressive strength-age relationship using the following procedures:

- 1. Prepare specimens under CT 521
- 2. Calculate the average results of 3 cylinders at ages 6, 8, 10, 12, and 24 hours
- 3. Plot the average compressive strength as a function of age
- 4. Draw a logarithmic best-fit curve with a R<sup>2</sup> value of at least 0.90

The compressive-age strength relationship shall not be used to estimate compressive strength for acceptance of RSC.

Any section of the PCC dip section that develops one or more transverse cracks within 7 days after placement shall be removed and replaced at the Contractor's expense with Rapid Strength Concrete conforming to the requirements of these Special Provisions. A transverse crack is defined as a crack running from one longitudinal edge to the other.

## 40-5.01(D) PROPORTIONING

Weighing, measuring and metering devices used for proportioning materials shall conform to the provisions in Section 9-1.02, "Measurement" of the Standard Specifications and these Special Provisions.

Over and under dials, and other indicators for weighing and measuring systems used in proportioning materials shall be grouped so that the smallest increment for each indicator can be accurately read from the point at which the proportioning operation is controlled for ingredients batched at a central batch plant. In addition, indicators for weighing and measuring cement batched from a remote weighing system shall also be placed so that each indicator can be accurately read from the point at which the proportioning operation is controlled.

Aggregates shall be handled and stored in conformance with the provisions in Section 90-1.02F(2), "Storage of Aggregates" of the Standard Specifications. Liquid admixtures shall be proportioned in conformance with the provisions in Section 90-1.02F(4)(b), "Proportioning and Dispensing Liquid Admixtures" of the Standard Specifications.

Weighing equipment shall be insulated against vibration or movement of other operating equipment. When the plant is in operation, the weight of each draft of material shall not vary from the designated weight by more than the tolerances specified herein. Each scale graduation shall be 0.001 of the usable scale capacity.

Aggregate shall be weighed cumulatively and equipment for the weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the aggregate. Equipment for the separate weighing of the cement shall have a zero tolerance of  $\pm 0.5$  percent of its designated individual batch draft. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated weight or volume.

The weight indicated for any individual batch of material shall not vary from the preselected scale setting by more than the following:

Material	Tolerance
Aggregate	±1.0 percent of designated batch weight
Cement	±0.5 percent of designated batch weight
Water	±1.5 percent of designated batch weight or volume

Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement and water as provided in these Special Provisions. Dry ingredients shall be proportioned by weight. Liquid ingredients shall be proportioned by weight or volume.

At the time of batching, aggregates shall have been dried or drained sufficiently to result in stable moisture content, so that no visible separation of water from aggregate will take place during the proportioning process. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry weight.

If separate supplies of aggregate material of the same size group with different moisture content or specific gravity or surface characteristics affecting workability are available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another supply.

Cement shall be kept separate from the aggregates until released for discharge into the mixer. Cement shall be free of lumps and clods when discharged into the mixer. Fabric containers used for transportation or proportioning of cement shall be clean and free of residue before reuse.

Weigh systems for proportioning aggregate and cement shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and distinct material-weighing device.

For batches with a volume of one cubic yard or more, proportioning equipment shall conform to one of the following methods:

- 1. All ingredients shall be batched at a central batch plant and charged into a mixer truck for transportation to the pour site. Ingredient proportioning shall meet the requirements of Section 90-1.02F, "Proportioning Concrete", of the Standard Specifications.
- 2. All ingredients except the cement shall be batched at a central batch plant and charged into a mixer truck for transportation to a remote located silo and weigh system for the proportioning of the cement. The remote system shall proportion cement for charging the mixer truck.
- 3. All ingredients except the cement shall be batched at a central batch plant and charged into a mixer truck for transportation to a remote location where pre-weighed, containerized cement shall be added to the mixer truck. The cement pre-weighing operation shall utilize a platform scale. The platform scale shall have a maximum capacity of 2.75 tons with a maximum graduation size of one pound. Cement shall be pre-weighed into a fabric container. The minimum amount of cement to be proportioned into any single container shall be one half of the total amount required for the load of RSC being produced.
- 4. Cement, water, and aggregate shall be proportioned volumetrically in conformance with these Special Provisions.

In order to check the accuracy of batch weights, the gross weight and tare weight of truck mixers shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

The Contractor shall install and maintain in operating condition an electrically actuated moisture meter. The meter shall indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched. The meter shall have a sensitivity of 0.5 percent by weight of the fine aggregate.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced. Water added to the truck mixer at the job site shall be measured through a meter that conforms to the provisions in Section 9-1.02, "Measurement" of the Standard Specifications.

Aggregate discharged from several bins shall be controlled by gates or by mechanical conveyors. The means of discharge from the bins and from the weigh hopper shall be interlocked so that no more than one bin can discharge at a time, and so that the weigh hopper cannot be discharged until the required quantity from each of the bins has been deposited in the weigh hopper.

# 40-5.01(E) WEIGHMASTER CERTIFICATES

Weighmaster certificates for RSC Concrete, regardless of the proportioning method used, shall include all information necessary to trace the manufacturer, and manufacturer's lot number for the cement being used.

When proportioned into fabric containers the weighmaster certificates for the cement shall contain date of proportioning, location of proportioning and actual net draft weight of the cement. When proportioned at the pour site from a storage silo the weighmaster certificates shall contain date of proportioning, location of proportioning and the net draft weight of the cement used in the load.

#### 40-5.01(F) VOLUMETRIC PROPORTIONING

When RSC is proportioned by volume, the method shall conform to requirements specified herein.

Aggregates shall be handled and stored in conformance with the provisions in 90-1.02F(2), "Storage of Aggregates" of the Standard Specifications. Liquid admixtures shall be proportioned in conformance with the provisions in 0-1.02F(4)(b), "Proportioning and Dispensing Liquid Admixtures" of the Standard Specifications.

Volumetric proportioned RSC shall be mixed in a mechanically operated mixer of adequate size and power for the type of RSC to be placed. Mixers may be of the auger type and shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers that have an accumulation of hard concrete or mortar shall be removed from service until cleaned.

Charge or rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, where material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. The mixer shall be designed to provide sufficient mixing action and movement to produce properly mixed RSC. Mixing shall continue until a homogeneous mixture is produced at discharge from the mixer. There shall be no lumps or evidence of non-dispersed cement at discharge from the mixer. No water shall be added to the RSC after discharge from the mixer.

Equipment having components made of aluminum or magnesium alloys, which may have contact with plastic concrete during mixing or transporting of RSC, shall not be used.

Ice shall not be used to cool RSC directly. When ice is used to cool water used in the mix, all of the ice shall be melted before entering the mixer.

Cement shall be proportioned and charged into the mixer by means that will result in no losses of cement due to wind, or due to accumulation on equipment, or other conditions which will vary the required quantity of cement.

Each mixer shall have a metal plate or plates, prominently attached, on which the following information is provided:

- 1. Uses for which the equipment is designed.
- 2. Manufacturer's guaranteed capacity of the mixer in terms of the volume of mixed concrete.
- 3. Speed of rotation of the mixer.

Consistency and workability of mixed concrete when discharged at the delivery point shall be suitable for placement and consolidation.

### 40-5.01(G) SPREADING, COMPACTING AND SHAPING

Metal or wood side forms may be used. Wood side forms shall not be less than 1 1/2 inches thick. Side forms shall be of sufficient rigidity, both in the form and in the connection with adjoining forms, that movement will not occur under the force from sub-grading and paving equipment or from the pressure of concrete.

Side forms shall remain in place until the pavement edge no longer requires the protection of forms. Side forms shall be thoroughly cleaned and oiled prior to each use.

Consolidation of RSC shall be by means of high-frequency internal vibrators after the RSC is deposited on the subgrade. Vibrating shall be done in a manner to assure uniform consolidation adjacent to forms and

across the full paving width. RSC shall be placed as nearly as possible in its final position and use of vibrators for extensive shifting of the weight of RSC will not be permitted.

RSC shall be spread and shaped by suitable powered finishing machines and supplemented by hand finishing as necessary. Methods of spreading, shaping and consolidating that result in segregation, voids or rock pockets shall be discontinued. The Contractor shall use methods that will produce dense homogeneous pavement conforming to the required cross section.

After the RSC has been mixed and placed, no additional water shall be added to the surface to facilitate finishing. Surface finishing additives, when used, shall be as recommended by the manufacturer of the cement and shall be approved by the Engineer prior to use.

#### 40-5.01(H) JOINTS

Prior to placing concrete against existing concrete, a 1/4-inch thick commercial quality polyethylene flexible foam expansion joint filler shall be placed across the original transverse and longitudinal joint faces and extend the full depth of the excavation. The top of the joint filler shall be placed flush with the top of pavement. Joint filler shall be secured to the joint face of the existing pavement by a method that will hold the joint filler in place during the placement of concrete.

Transverse weakened plane joints shall be constructed to match the spacing and skew of the weakened plane joints in the adjacent existing pavement. Where the existing transverse weakened plane joint spacing in an adjacent lane exceeds 15 feet, an additional transverse weakened plane joint shall be constructed midway between the existing joints. Sawing of weakened plane joints shall be completed within 2 hours of completion of final finishing. Minimum depth of cut for weakened plane joints shall be 1/3 the Cross-Gutter and Spandrels depth, and 1/3 the Cross-Gutter with Splash Area depth.

#### 40-5.01(I) FINAL FINISHING

Tests to determine coefficient of friction of the final textured surface will be made only if the Engineer determines by visual inspection that the final texturing may not have produced a surface having the specified coefficient of friction. Any tests to determine the coefficient of friction will be made after the pavement is opened to public traffic, but not later than 5 days after concrete placement. Pavement areas having a coefficient of friction as determined in conformance with the requirements in California Test 342 of less than 0.30 shall be grooved in conformance with the provisions in Section 42-2.03, "Construction" of the Standard Specifications. Grooving shall be performed with a steel-tined device to form grooves from 1/8 to 3/16 inch deep after the concrete has hardened. Tines shall be from 3/32 to 1/8 inch wide on 3/4-inch center and shall have enough length, thickness, and resilience to form the required grooves.

Transverse straightedge and longitudinal straightedge requirements will not apply to the pavement surface within 12 inches of the existing concrete pavement except as required in these Special Provisions. Longitudinal straightedge requirements in Section 40-1.03H(3), "Final Finishing" of the Standard Specifications, shall be applied at transverse contact joints with existing concrete pavement where the straightedge is to be placed with the midpoint coincident with the joints. Pavement not meeting this straightedge requirement shall be corrected within 48 hours by grinding or other methods as approved by the Engineer.

#### 40-5.01(J) CURING METHOD

The curing method for the PCC dip section shall be as recommended by the manufacturer of the cement and as approved by the Engineer.

# 40-5.01(K) NONCOMPLIANT PCC DIP REPLACEMENT

RSC concrete pavement shall be replaced, at Contractor's expense, when any of the following condition exists:

- 1. One or more full-depth cracks
- 2. Concrete raveling

### 3. Noncompliant compressive strength

If the compressive strength at opening age is 3,250 pounds per square inch (psi) or greater and the compressive strength at 7 days is 4,000 psi or greater, the RSC cross-gutters and spandrels, and cross-gutters with splash area may remain in place. The following deduction shall apply when the following condition exists:

- RSC concrete pavement with compressive strength of 3,250 psi or greater at opening age and 7-day compressive strength of 3,450 psi or greater but less than 3,600 psi will be paid for at 90 percent of the contract price per square foot.
- RSC concrete pavement with compressive strength of 3,250 psi or greater at opening age and 7-day
  compressive strength of 3,600 psi or greater but less than 4,000 psi will be paid for at 95 percent of
  the contract price per square foot.
- 3. RSC concrete pavement with compressive strength of less than 3,250 psi at opening age will be removed and replaced at the Contractor's expense with RSC conforming to the requirements of these Special Provisions.

#### **40-5.02 PAYMENT**

The contract price paid per square foot for PCC DIP Section (Minor Concrete (Dip Section) (CRS 307)) with RSC shall include full compensation for furnishing all labor, materials (including cement in the amount specified), mix design including fabrication of cylinder specimens, tools, equipment, and incidentals, and for doing all the work involved in constructing the rapid strength concrete slab replacement complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

PCC DIP Section with RSC payment will be subject to the pay factor values described in "Noncompliant PCC DIP Replacement" of these Special Provisions.

The provisions in Section 40-1.01D(8)(c)(iv), "Thickness", of the Standard Specifications shall not apply.

Full compensation for furnishing and placing traffic rated non-skid steel plates, grooving, and quality control sampling and testing including fabrication and testing of compressive strength cylinders, and modulus of rupture beams, and mix design shall be considered as included in the contract price paid per square foot for PCC DIP Section with RSC and no additional compensation will be allowed therefor.

Full compensation for seal pavement joint shall be considered as included in the contract price paid per square foot for PCC DIP Section with RSC and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing and filling pavement joints complete in place, including sawing, cleaning and preparing the joints in the concrete pavement, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints, removing and replacing rejected concrete pavement as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

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## **DIVISION VI STRUCTURES**

#### 51 CONCRETE STRUCTURES

Replace Section 51-7 Minor Structures with the following:

#### 51-7.01 GENERAL 51-7.01A General

Section 51-7 includes specifications for constructing minor structures.

Minor concrete structures shall conform to applicable provisions of Section 40, "Concrete Pavement", Section 51, "Concrete Structures", Section 52, "Reinforcement", Section 75, "Miscellaneous Metals", and Section 90, "Concrete", of Standard Specifications, in accordance with applicable Standard Plans and details shown on the construction plans, these Special Provisions, and as directed by the Engineer.

Minor concrete structures for this project shall consist of:

• Dip Section (CRS 307)

#### 51-7.01B Materials

Concrete must comply with the specifications for minor concrete.

#### For Dip Section (CRS 307):

The cementitious material content of concrete must be at least 675 pounds per cubic yard.

Concrete shall be Rapid Strength Concrete in conformance with Section 40-5, PCC Dip Section with Rapid Strength Concrete, of these Special Provisions.

All exposed metal shall be galvanized in conformance with Section 75-1.02B, Galvanizing, of the Standard Specifications.

Nonshrink grout must be a dry, packaged type complying with ASTM C1107/C1107M.

Metal frames, covers, grates, and other miscellaneous iron and steel used with minor structures must comply with section 75-2.

#### 51-7.01C Construction

You may construct minor structures using precast units or a combination of precast and cast-in-place structures as an alternative to cast-in-place construction, provided that the structure in place substantially complies with the specified CIP construction.

Remove exterior forms to at least 5 inches below the final ground surface. Exterior forms below this depth may remain if their total thickness is not more than 1 inch.

Cure concrete surfaces of minor structures using the water method, the forms-in-place method, or the curing compound method.

#### **51-7.01D** Payment

Construction of Dip Section (CRS 307) shall be measured and paid for at the contract unit price per square foot; and shall include full compensation for all labor, materials, tools, and equipment and for doing all work involved in constructing the complete Minor Structures including the structures structural excavation and backfill, removal of existing structures, construction of new concrete footings, cut-off walls, and construction of gutter depression as called out on the plan, furnishing and placing reinforcement steel bars, expansion joints, furnishing and placing dowel rods to joint new with existing footings and cut-off wall, removal and proper disposal of portion of existing cut-off wall and footing, and no additional compensation will be allowed therefor.

The contract unit price paid per each for any of the above listed Minor Concrete Structures will not be adjusted if the constructed height of said minor structure, including revisions by Engineer, is within  $\pm$  0.5 foot of the vertical dimension shown on the plans.

# **DIVISION VII DRAINAGE FACILITIES**

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### 71 EXISTING DRAINAGE FACILITIES

#### 71-5 ADJUST DRAINAGE STRUCTURES

Add to Section 71-5.03B Frames, Covers, Grates, and Manholes:

# ADJUST MANHOLE COVERS, SEWER, AND UTILITY COVERS TO GRADE Mission Springs Water District (MSWD)

Existing Manhole covers (including sewer and communication lines manholes) and utility covers shall be adjusted to finish grade and new concrete collars poured with materials similar in quality to those in the original structure in accordance with the applicable provisions of Sections 71-5 of the Standard Specifications, the requirements of the owning utility company and these Special Provisions.

Unless otherwise specified by the owners of the facilities, the Contractor shall provide new manhole covers and frames as necessary for the project. The Contractor shall be responsible to coordinate with the owners to obtain the materials approval.

After the structure frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material.

Steel plates shall be used as necessary and when directed by the Engineer to prevent asphalt and debris from entering the sewer system.

Additionally, a "False Bottom" shall be fabricated and temporarily placed in the manhole cone as a second barrier to prohibit foreign objects from entering the sewer system. Said "false bottom" shall be made from plywood of suitable thickness (3/4" minimum) or stronger material to prohibit heavy objects from breaking the barrier. "False Bottom" shall be fabricated and installed in accordance with the requirements and standards of the owner. The false bottom shall comply with the owning utility company Standard, or as otherwise approved by the Engineer.

After completion of the work, the structure covers, frames, grade rings and old concrete collar debris that were removed from the roadbed shall become the property of the Contractor.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety" of the Standard Specifications.

Coordination and communication shall be maintained between the Contractor and the owning utility company.

The Contractor shall adjust to final grade all manhole covers and water valve covers owned MSWD.

If the alternative bid schedule for the adjustment of listed facilities is approved by the utility owner(s), those facilities will be adjusted to grade as provided herein.

If the alternate bid schedule is <u>not</u> chosen for award, the Contractor shall coordinate with the owner of the facilities and provide access and sufficient time for the owner to adjust the facilities. Attention is directed to Section 5-1.36C "Nonhighway Facilities" of the Standard Specifications.

Unless included as part of the contract alternative bids, the adjustment to grade of other manhole covers, such as those owned by phone and electric companies, will be performed by the utility owner.

The adjustment to grade of other manhole covers, such as those owned by phone and electric companies, will be performed by the utility owner.

Water and gas valve covers shall be adjusted by the Contractor as provided elsewhere in these Special Provisions.

#### **Payment**

Full compensation to adjust manholes, sewer, and utility covers shall be considered as included in the bid prices paid for various items of work.

However, manholes, and utility covers that belong to any of the utility companies listed in the bid items list, shall be paid per each for Adjust Manhole, Adjust Sewer Cleanout to Grade, or Adjust Utility Cover to Grade as listed on bid proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved including the installation of the concrete rings and no additional compensation will be allowed therefor.

If the alternate bid schedules are chosen for award, the manholes belonging to utility companies listed shall be paid per each for Adjust Manhole to Grade as listed on bid proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved including but not limited to the installation of the concrete rings, installation of temporary false bottoms, complete in place, as shown and specified on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional payment will be made therefor.

# 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 Energy Dissipator construction details shown on the plans, these special provisions, and as directed by the Engineer.

Rock Slope Protection used in this project shall be: Class I. 20 lbs

Rock Slope Protection shall be placed in conformance with Method "B".

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

Full compensation for furnishing and installing all Rock Slope Protection Fabric shall be considered as included in the contract price paid per cubic yard, for Rock Slope Protection (Light, Method B) and no additional compensation will be allowed therefor.

The unit price paid per cubic yard for Rock Slope Protection (Light, Method B) shall include full compensations for furnishing all labor, materials (including rock slope protection fabric), tools, equipment and incidentals, and for doing all work involved in constructing the rock slope protection, complete in place, including any excavation and backfill necessary for placing rock slope protection.

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#### 73 CONCRETE CURBS AND SIDEWALKS

#### Add to Section 73-1.01 General:

#### 73-1.01 GENERAL

Minor Concrete Items to be constructed are:

Curb and Gutter, Cross-Gutter, Type "C" Curb, Cross-Gutter and Spandrel, and PCC Channel

These minor concrete structures shall be constructed in accordance with the County Road Improvement Standards and Specifications or as directed by the Engineer and in conformance with Section 51, 73 and 90 of Standard Specifications, except as modified.

The cementitious material content of concrete must be at least 505 pounds per cubic yard for: Curb and Gutter and Type "C" Curb, and PCC Channel

The cementitious material content of concrete must be at least 590 pounds per cubic yard for: Cross-Gutter and Cross-Gutter and Spandrel

The Contractor is hereby notified that the existing soils, **along Langlois Road only**, have high sulfate/chloride solution content. In order to decrease the probability of these solutions penetrating the concrete, the concrete mix shall have at least a cementitious material content of concrete of 675 pounds per cubic yard with Type V Portland cement with a maximum W/C ratio of 0.4.

Additionally, the placement of 6-inches of Class 2 aggregate base material is required under all concrete (including but not limited to Curb Ramps, Curb and Gutter, and Driveway Approach) in accordance with Section 16.04, "High Sulfate Soil," of the County Road Improvement Standards and Specifications.

An impermeable membrane (6-mil visqueen) shall be placed under aggregate base for all concrete improvements.

#### 73-1.03 CONSTRUCTION

#### Add to Section 73-1.03 Construction:

Preparation of subgrade for the concrete structures shall be done in conformance with the requirements of Section 73-1.03B Subgrade Preparation of the Standard Specifications.

Excess material resulting from the excavation of the subgrade shall be disposed of as provided in Section 00-1.14, 'Disposal of Excess Excavation Or Materials', of these Special Provisions.

Full compensation for the removal of existing minor concrete structures (Curb and Gutter, Cross-Gutter, Type "C" Curb, Cross-Gutter and Spandrel, and PCC Channel) shall be considered as included in the contract bid prices for such minor concrete structures.

The Contractor is responsible for meeting requirements of American with Disabilities Act (ADA), the current edition of the California Building Code, and the draft and final versions of the Accessibility Guidelines for Pedestrian Facilities within the Public Right of Way as published by the United States Access Board.

Construction of minor concrete items shall include, but not be limited to, the following:

- 1) Removal and disposal of existing Curb and Gutter, Cross-Gutter, Type "C" Curb, Cross-Gutter and Spandrel, and PCC Channel and existing soil and aggregate as required;
- 2) Establishing grades, and assuring that all grades are met;
- 3) Performing all grading and compaction including all required aggregate import, as directed by the Engineer and in accordance with County Standards;
- 4) Construction of new minor concrete items;
- 5) All scoring/grooving and required saw cutting;
- 6) Repair of existing asphalt and PCC surfacing adjacent to minor concrete items, including slot cuts in front or around Minor Concrete items;
  - Surface repairs shall consist of replacing aggregate base over HMA in kind to match existing roadway structural section or as shown on the plans.
  - Alternatively, if approved by the Engineer, surface repairs can be 2-sack slurry cement backfill then cap with HMA, or a deep lift of HMA.
- 7) Installing 1/2" wide expansion joints;
- 8) All landscaping, and related work, to return the area adjacent to the minor concrete items to its original condition and to conform the area to the new improvements;

At a minimum, the area from the BCR to ECR shall meet all required ADA standards. Therefore, to conform to existing conditions and/or to achieve the required four-foot level area (as-built maximum of 2.00% crossfall) at the top portion of the curb ramp, it may be necessary to extend the work beyond the BCR/ECR in certain instances.

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

#### Replace Section 73-1.04 Payment:

#### **Payment**

The contract unit bid prices per linear foot for:

- · Minor Concrete (Curb and Gutter) (CRS 200), and
- Minor Concrete (Type "C" Curb) (CRS 202);

per square foot for:

- Minor Concrete (Cross-Gutter) (CRS 209).
- · Minor Concrete (Cross-Gutter and Spandrel) (CRS 209),
- Minor Concrete (Miscellaneous Construction) [PCC Channel];

shall include full compensation for furnishing all labor, equipment, materials and tools, and incidentals, and for doing all the work involved in the concrete structures construction including the grading and the removal of any obstacles within the areas of proposed concrete items of work including excavation, backfill, the furnishing and placing of expansion joints, furnishing and placing temporary steel plates, repair of existing asphalt and PCC surfacing adjacent to minor concrete items, and restoration of asphalt pavement and PCC at slot cuts, furnishing and placing 6-mil visqueen, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

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## **DIVISION IX TRAFFIC CONTROL DEVICES**

#### 81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

#### **81-3 PAVEMENT MARKERS**

#### Add to Section 81-3.02C, Retroreflective Pavement Markers:

#### **RETROREFLECTIVE PAVEMENT MARKERS:**

Pavement markers shall conform to the provisions of Section 81-3, "Pavement Markers," and Section 81-3.02C, "Retroreflective Pavement Markers" of Standard Specifications and these Special Provisions.

Certificates of compliance shall be furnished for pavement markers as specified in Section 6-2.03C "Certificates of Compliance" of the Standard Specifications.

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with the "Steel Wool Abrasion Procedure," specified for pavement markers placed in pavement recesses in Section 81-3.02C, "Retroreflective Pavement Markers", of the Standard Specifications.

The bituminous adhesive used to install the markers shall be a hot melt bituminous adhesive asphaltic material with homogeneously mixed mineral filler and shall conform to the requirements specified in Section 81-3.02D. "Hot Melt Bituminous Adhesives," of the Standard Specifications.

Reflective pavement markers shall be installed at locations as established by the applicable Caltrans striping detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line(s), new striping or existing striping. There shall be one marker for each location. All work necessary to establish satisfactory locations for markers shall be performed by the Contractor.

Existing reflective pavement markers that do not conform to the approved Plan shall be removed by the Contractor.

Reflective pavement markers shall be of the prismatic reflector type (3M model white RP290w and yellow RPM 2912y or equal) as outlined in Section 81-3.02C, "Retroreflective Pavement Markers" of the Standard Specifications.

Blue reflective pavement markers designating the location of fire hydrants within project limits shall be replaced after the paving is completed at all fire hydrants locations, whether the blue reflective makers exist or not prior to paving. Installation of blue markers shall comply with the requirements of Riverside County Fire Department, Standard No. 06-11, attached to these Special Provisions. Compensation for blue reflective markers shall be considered and included in the contract price paid per each for Pavement Marker (Retroreflective).

#### **Payment**

Full compensation for reflective pavement markers shall be considered as included in the contract price paid per each for Pavement Marker (Retroreflective), this is a final pay item in conformance with section 9-1.02C "Final Pay Item Quantities" of Standard Specifications, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing pavement markers complete, in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions or as directed by the Engineer.

Section 9-1.06B, "Increases of More Than 25 Percent", of the Standard Specifications will not apply to Pavement Markers (Retroreflective). No adjustment to the contract unit bid price will be allowed for any excess of over 25 percent of the estimated quantity for Pavement Markers (Retroreflective).

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#### **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

Street name signs shall be furnished and installed in conformance with County Standard No. 1220 or 1221 as specified in these Special Provisions and as directed by the Engineer.

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 retro reflectivity 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).

#### Replace Section 82-3.04 Payment with the following:

#### **Payment**

The contract unit price paid per each for Roadside Sign - One Post, including street name signs, 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.

#### 82-9 EXISTING ROADSIDE SIGNS AND MARKERS

#### Add to Section 82-9.03A, General:

#### **REMOVE AND SALVAGE EXISTING SIGNS AND POSTS:**

Existing roadside signs and posts, shall be removed, and salvaged as shown on the plans in conformance with Section 82-9, "Existing Roadside Signs and Markers", of the Standard Specifications.

County owned removed and salvaged signs shall be delivered to the nearest County Maintenance Yard or as directed by the Engineer. The County Maintenance Yard is located at the following address:

Sky Valley Maintenance Yard 19-003 Bennett Rd Desert Hot Springs, CA 92241 Tel: (760) 778-2491 Hours 7:00 a.m. – 3:00 p.m., Monday-Thursday

#### **Payment**

The contract price paid per each for Salvage Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including removing, protecting,

storing, transporting and delivering Road Sign as specified in these Special Provisions and no additional compensation will be allowed therefor.

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#### 84 MARKINGS

#### 84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

#### Add to Section 84-2.01 General:

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

Painted traffic stripe (2 coat) and shall conform to the provisions in Sections 84-1, "General," and 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

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

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

#### **Payment**

The contract price paid per linear foot for Paint Traffic Stripe (2 Coat) is a final pay item in conformance with section 9-1.02C "Final Pay Item Quantities" of Standard Specifications; and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in painting traffic stripe (regardless of the number, widths, and types of individual stripes involved in each traffic stripe) including any necessary cat tracks, dribble lines any layout work, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

Section 9-1.06B, "Increases of More Than 25 Percent", of the Standard Specifications will not apply to Paint Traffic Stripe (2 Coat). No adjustment to the contract unit bid price will be allowed for any excess of over 25 percent of the estimated quantity for Paint Traffic Stripe (2 Coat).

#### 84-2.03C(2) Thermoplastic Traffic Stripes and Pavement Markings

#### Add to Section 84-2.03C(2)(a) General

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

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

**Payment** 

The contract price paid per square foot for Thermoplastic Crosswalk and Pavement Markings shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing thermoplastic pavement markings (regardless of the type of pavement marking), crosswalk lines and limit lines including any necessary layout work, complete in place as shown on the plans, as specified in the Standard Specifications and these special provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

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# Appendix A

# **AQMD Recommendations**

# **Dust Abatement Attachments**

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## **AQMD SIGNAGE RECOMMENDATIONS**

### November, 2001

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

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

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

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

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

#### THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

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

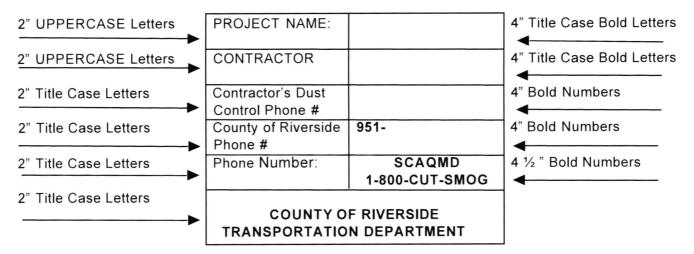
- (a) Project Name
- (b) Name of Prime Contractor
- (c) Phone Number of Contractor's Employee Responsible for Dust Control Matters
- (d) County designated phone number (to be provided by the Engineer)
- (e) South Coast Air Quality Management District Phone Number

- 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		3" Bold Numbers
1" Title Case Letters	Control Phone # County of Riverside Phone #		3" Bold Numbers
1" Title Case Letters	Phone Number:	SCAQMD 1-800-CUT-SMOG	3 ½ " Bold Numbers

<sup>&</sup>quot;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)



Distance and location of nearest: Section 1 Simplified Sample Site Plan Residence Business **Existing Residential Existing Wind Fencing Parking Area** Total Site Acreage Residential (monthly application (4' wood slat fence) of chemical stabilizer at 4 to 1 concentration Maximum graded area per day or greater to control **Existing** dust) Residential Site **Access** 1.5" Gravel (maintained to 4" Water **Equipment Staging** extending 100' into site) **Tower** Area (1.5" gravel maintained to depth of 4") Water Source \_\_\_ (g/m) **Prevailing Wind** Appendix "A" Page 5 of 26 **Vacant Land** 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.

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):

# Plan Review Checklist Finish Grading Phase

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):

# Plan Review Checklist Construction Phase

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):

#### RULE 403 IMPLEMENTATION HANDBOOK

#### REASONABLY AVAILABLE CONTROL MEASURES

Paragraph (d)(3) of Rule 403 allows activities <u>outside</u> 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 <u>outside</u> 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.

#### Land Clearing/Earth-Moving Source: (1)

Source: (1) Land Clearing Laren Moving	
CONTROL MEASURES	DESCRIPTION
(A) Watering	<ol> <li>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.</li> <li>Pre-application of water to depths of proposed cuts.</li> <li>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).</li> </ol>
(B) Chemical stabilizers	<ol> <li>Only effective in areas which are not subject to daily disturbances.</li> <li>Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.</li> </ol>
(C) Wind fencing	<ol> <li>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.</li> <li>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.</li> </ol>
(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
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CONTROL	MEASURES
CONTROL	WILASUKES

# **DESCRIPTION**

- (F) Paving (1) Requires street sweeping/cleaning if subject to material accumulation.
- (1) Vendors can supply information as to application methods and (G) Chemical stabilization 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.
  - 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
  - (2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.

- (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.

Source: **Storage Piles** (3)

# **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.
  - 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.

- (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.

#### **Paved Road Track-Out** Source:

#### **DESCRIPTION CONTROL MEASURES**

(Q) Chemical stabilization	,	Most effective when used on areas where active operations have ceased.  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.

# **HIGH WIND MEASURE**

(U) Site access improvement

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

(1) Pave internal roadway system.
 (2) Most important segment, last 100 yards from the connection with paved public roads

## Source: (5) Disturbed Surface Areas/Inactive Construction Sites

CONTROL	<b>MEASURES</b>
CONTINUL	MILASUNES

## **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.
- (1) Establish as quickly as possible when active operations have cease (2) Use of drought tolerant, native vegetation is encouraged.

- (k) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (1) 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.

# 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	DES	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.	
	(2)	Pre-application of water to depths of proposed cuts.	
(A-1) Watering (post-grading)	(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.	
(A-2) Pre-grading planning	(1) (2)	Grade each phase separately, timed to coincide with construction phase; or 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.	
(B) Chemical stabilizers	(1) (2)	Only effective in areas which are not subject to daily disturbances. 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. Must be implemented in conjunction with either measure (A-1) or (B).	
(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.

**Unpaved Roads** 

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

DESCRIPTION

# HIGH WIND MEASURE

Source:

**(2)** 

- (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.

# **Storage Piles** (3) **CONTROL MEASURES**

Source:

# **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.
- (1) Best for use on storage piles subject to infrequent disturbances. (N) Chemical stabilizers
- (O) Altering load-in/load-out procedures 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.

- (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.

Source:

(4) Paved Road Track-Out

**CONTROL MEASURES** 

**DESCRIPTION** 

Compliance with District Rule 403.

Paragraph (d)(5).

#### Disturbed Surface Areas/Inactive Construction Sites Source: **(5)**

CONTROL MEASURES	DESCRIPTION

(Q)	Chemical stabilization	(1)	Most	effective	when	used	on	areas	where	active	operations	have
			cease	d.								

- (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. Mus be used in conjunction with either measure (Q), (R), or (T).
- (T) Vegetation (1) Establish as quickly as possible when active operations have ceased.\*

- (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		CONTROL MEASURES			
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	(0B)	On the last day of active operations prior to a weekend, holiday,			
areas	(1B)	or any other period when active operations will not occur in not more than four consecutive days: apply water with mixture of chemical stabilizer diluted to not less than 1/20 the concentration required to maintain a stabilized surface for period of six months; OR  Apply chemical stabilizers prior to wind event; OR			
	(2B)	Apply water to all unstabilized disturbed areas 3 times per day.			
	(3B)	If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR 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) (2D)	Apply water twice per hour; OR Install temporary coverings.			
Paved road track-out	(1E) (2E)	Cover all haul vehicles; OR 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.			

<sup>\*</sup> 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)\*

FUGITIVE DUST SOURCE CATEGORY		CONTROL ACTIONS
Earth-moving (except construction cutting and filling areas, and mining operations)	(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
	(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.
Earth-moving: Construction fill areas:	(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.

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

TABLE 2 (Continued)\*

FUGITIVE DUST SOURCE CATEGORY		CONTROL ACTIONS
Earth-moving: Construction cut areas and mining operations:	(1c)	Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
Disturbed surface areas (except completed grading areas)	(2a/b)	Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.
Disturbed surface areas: Completed grading areas	(2c)	Apply chemical stabilizers within five working days of grading completion; OR
	(2d)	Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(3a) (3b)	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 Apply dust suppressants in sufficient quantity and
	(3c)	frequency to maintain a stabilized surface; OR 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.

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

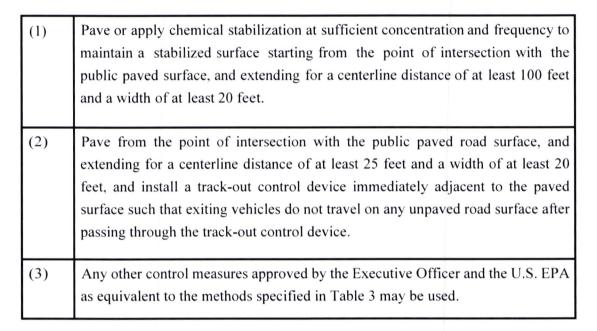
# TABLE 2 (Continued)\*

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

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

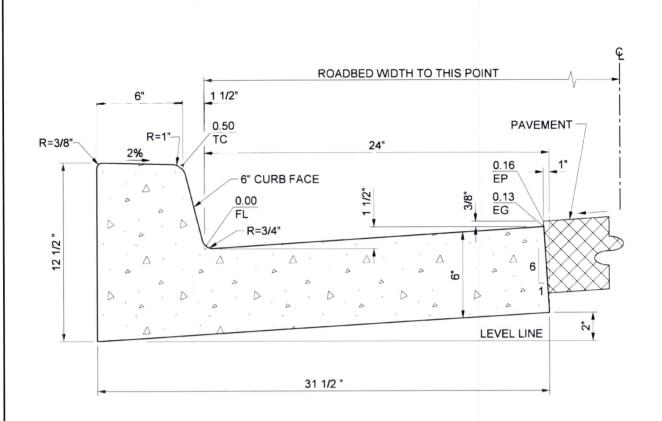
# TABLE 3 TRACK-OUT CONTROL OPTIONS PARAGRAPH (d)(5)(B)

#### **CONTROL OPTIONS**



# Appendix B

# **Reference Drawings**



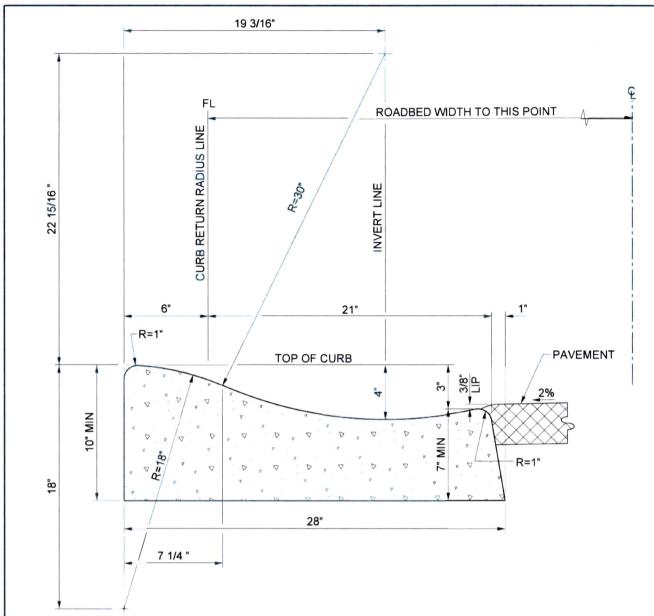
MINIMUM CEMENTITIOUS MATERIAL CONTENT = 505 LB / CU YD

1.601 CU FT / LF 1 CU YD = 16.86 LF

#### NOTES:

- 1. RELATIVE COMPACTION OF SUBGRADE UNDER CURB AND GUTTER SHALL BE 95% MINIMUM.
- 2. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, USE A MODIFIED CONCRETE MIX AND PLACE 6" MIN CLASS 2 AGGREGATE BASE AND 6 MIL PLASTIC SHEETING UNDER AND AROUND ALL SIDES OF CONCRETE IMPROVEMENTS. FOR EXPANSIVE SOIL, PLACE 6" MIN CLASS 2 AGGREGATE BASE UNDER CONCRETE IMPROVEMENTS AS DIRECTED BY THE ENGINEER. SEE SPECIFICATIONS SECTIONS 16.03 & 16.04 AND STANDARD No. 401 FOR REFERENCE.

NOT TO SCALE PROFESSIONAL PREPARED UNDER THE SUPERVISION OF: COUNTY OF RIVERSIDE MARA CA8048 CA80 TYPE A-6 11/30/22 DIRECTOR OF TRANSPORTATION DATE **CURB AND GUTTER** MARK LANCASTER, P.E. **6" CURB FACE** REVISION DESCRIPTION MARK DATE APPROVED CIVIL OF CALIFOR STANDARD No. 200



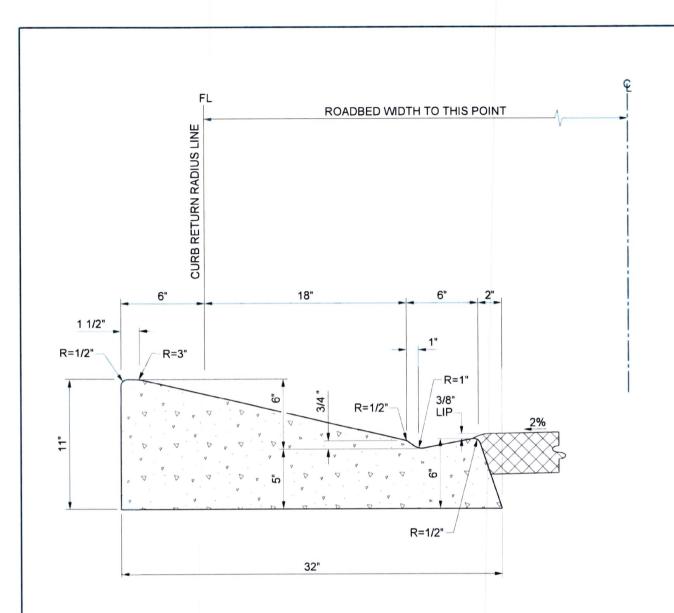
### MINIMUM CEMENTITIOUS MATERIAL CONTENT = 505 LB / CU YD

1.418 CU FT / LF 1 CU YD = 19.05 LF

#### NOTES

- 1. RELATIVE COMPACTION OF SUBGRADE UNDER CURB AND GUTTER SHALL BE 95% MINIMUM.
- 2. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, USE A MODIFIED CONCRETE MIX AND PLACE 6" MIN CLASS 2 AGGREGATE BASE AND 6 MIL PLASTIC SHEETING UNDER AND AROUND ALL SIDES OF CONCRETE IMPROVEMENTS. FOR EXPANSIVE SOIL, PLACE 6" MIN CLASS 2 AGGREGATE BASE UNDER CONCRETE IMPROVEMENTS AS DIRECTED BY THE ENGINEER. SEE SPECIFICATIONS SECTIONS 16.03 & 16.04 AND STANDARD No. 401 FOR REFERENCE.

NOT TO SCALE PREPARED UNDER THE SUPERVISION OF:				PROFESSION.	COUNTY OF RIVERSIDE
DIRECTOR OF TRANSPORTATION DATE MARK LANCASTER, P.E.				MARATA CA8048 CA	TYPE "C" CURB ROLLED CURB
REVISION DESCRIPTION	MARK	DATE	APPROVED	\\ <b>*</b> \	
				OF CALIFORNIE	STANDARD No. 202



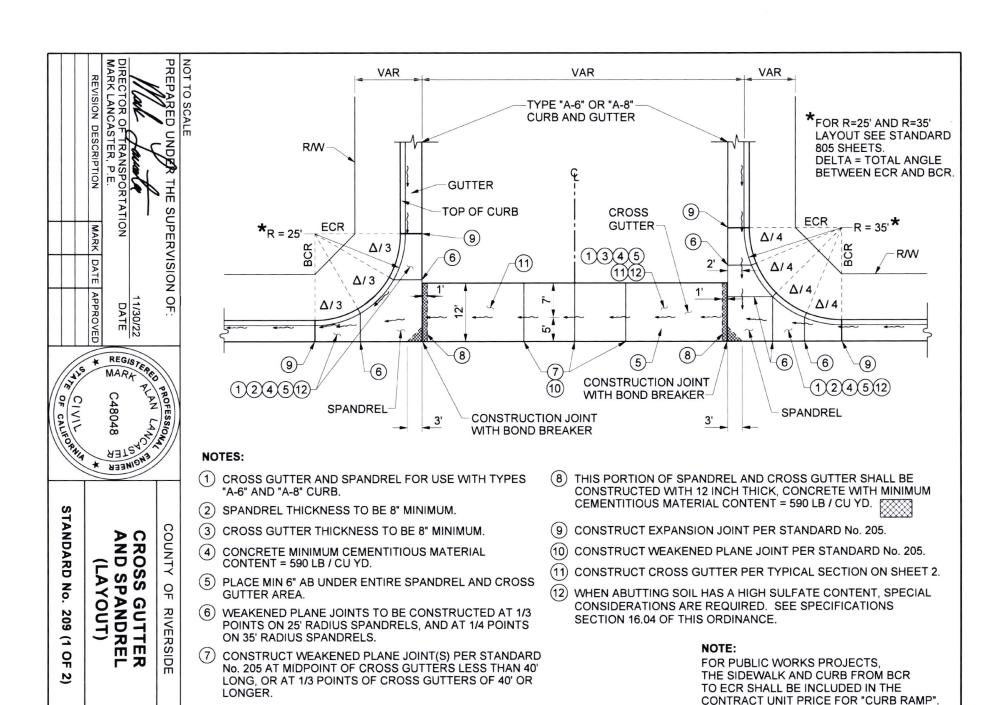
#### MINIMUM CEMENTITIOUS MATERIAL CONTENT = 505 LB / CU YD

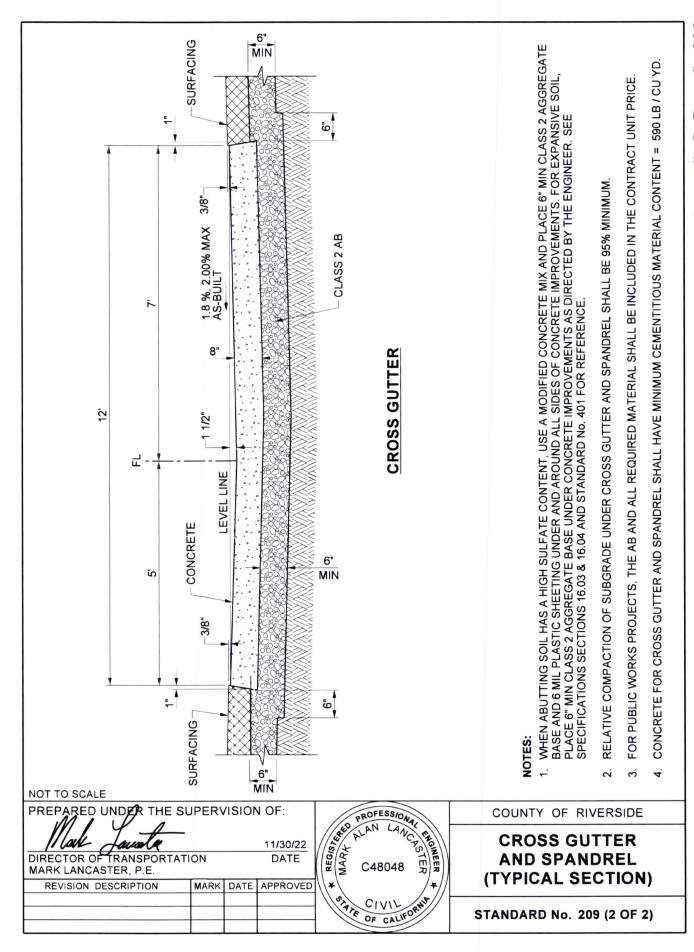
1.666 CU FT / LF 1 CU YD = 16.21 LF

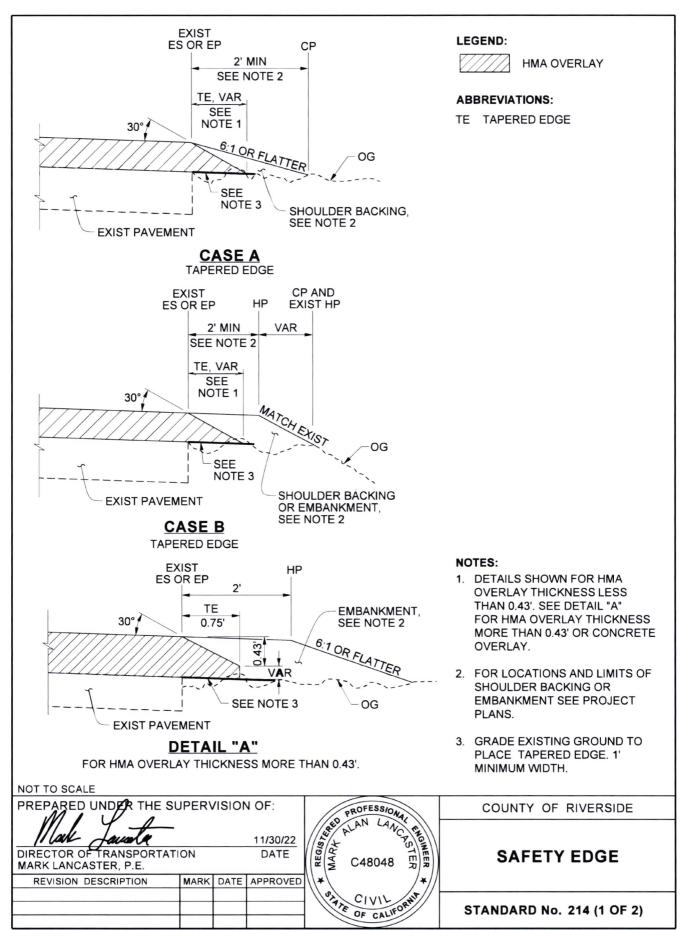
#### NOTES:

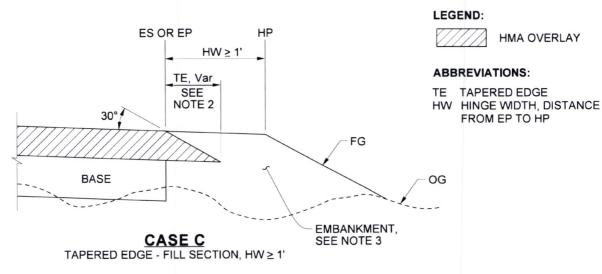
- 1. RELATIVE COMPACTION OF SUBGRADE UNDER CURB AND GUTTER SHALL BE 95% MINIMUM.
- 2. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, USE A MODIFIED CONCRETE MIX AND PLACE 6" MIN CLASS 2 AGGREGATE BASE AND 6 MIL PLASTIC SHEETING UNDER AND AROUND ALL SIDES OF CONCRETE IMPROVEMENTS. FOR EXPANSIVE SOIL, PLACE 6" MIN CLASS 2 AGGREGATE BASE UNDER CONCRETE IMPROVEMENTS AS DIRECTED BY THE ENGINEER. SEE SPECIFICATIONS SECTIONS 16.03 & 16.04 AND STANDARD No. 401 FOR REFERENCE.

NOT TO SCALE PROFESS... LANCASTER PREPARED UNDER THE SUPERVISION OF: REGISTERED COUNTY OF RIVERSIDE 11/30/22 **TYPE "W" CURB** DIRECTOR OF TRANSPORTATION DATE **WEDGE CURB** MARK LANCASTER, P.E. MARK DATE APPROVED REVISION DESCRIPTION OF CALIFORN CIVIL STANDARD No. 202A

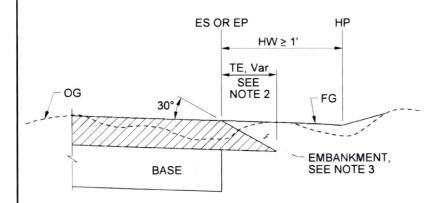








### **FILL SECTION**



CASE D

TAPERED EDGE - FILL SECTION, HW ≥ 1'

#### **CUT SECTION**

#### NOTES:

- DETAILS SHOWN FOR HMA OVERLAY THICKNESS LESS THAN 0.43'. SEE DETAIL "A" FOR HMA OVERLAY THICKNESS MORE THAN 0.43' OR CONCRETE OVERLAY.
- FOR LOCATIONS AND LIMITS OF SHOULDER BACKING OR EMBANKMENT SEE PROJECT PLANS.

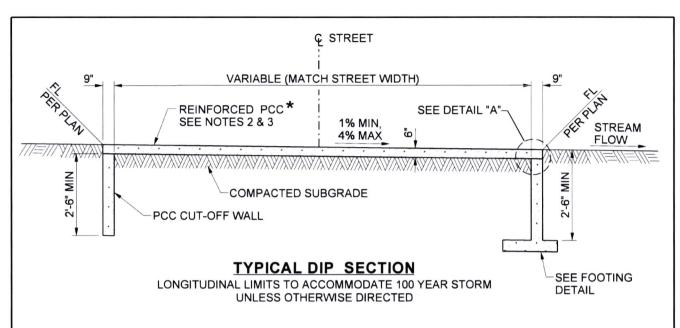
PREPARED UNDER THE SUPERVISION OF:

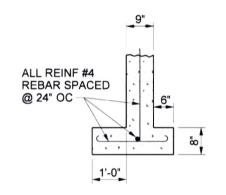
DIRECTOR OF TRANSPORTATION
MARK LANCASTER, P.E.

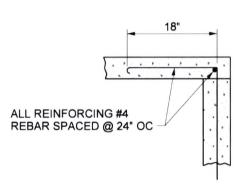
REVISION DESCRIPTION

MARK DATE APPROVED

STANDARD No. 214 (2 of 2)







**DETAIL "A"** 

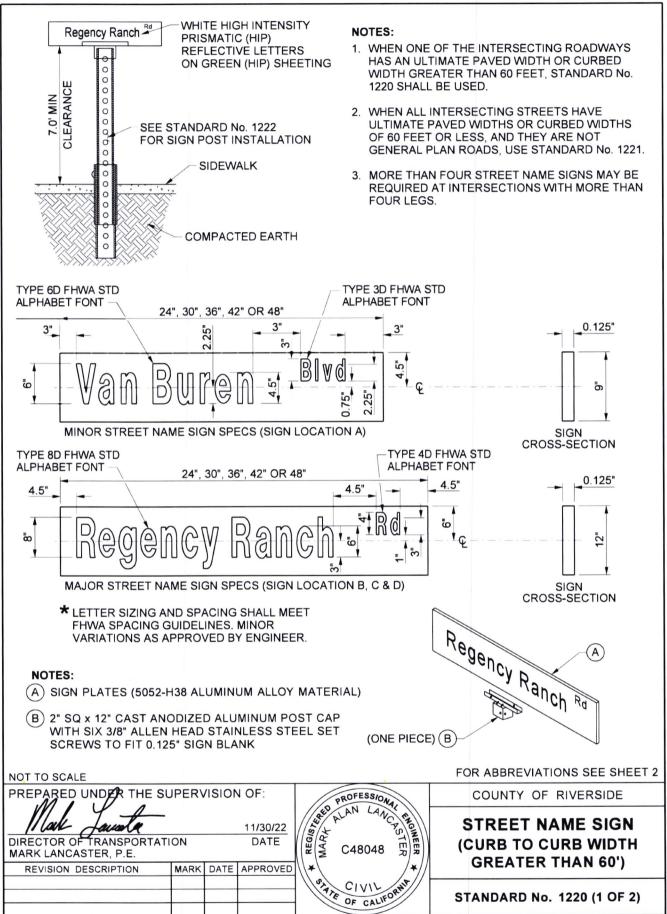
### **FOOTING DETAIL**

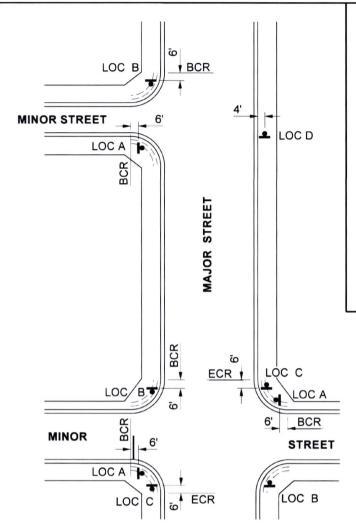
FOOTING AND DEPTH OF CUT-OFF WALL TO BE DETERMINED BY SOIL INVESTIGATION.

#### NOTES:

- 1. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, USE A MODIFIED CONCRETE MIX AND PLACE 6" MIN CLASS 2 AGGREGATE BASE AND 6 MIL PLASTIC SHEETING UNDER AND AROUND ALL SIDES OF CONCRETE IMPROVEMENTS. FOR EXPANSIVE SOIL, PLACE 6" MIN CLASS 2 AGGREGATE BASE UNDER CONCRETE IMPROVEMENTS AS DIRECTED BY THE ENGINEER. SEE SPECIFICATIONS SECTIONS 16.03 & 16.04 AND STANDARD No. 401 FOR REFERENCE.
- 2. REINFORCING FOR PCC PAVEMENT TO CONSIST OF 6" x 6" x 10 GAUGE WIRE MESH.
- 3. CONCRETE MINIMUM CEMENTITIOUS MATERIAL CONTENT = 590 LB / CU YD.

NOT TO SCALE PROFESSIONAL PREPARED UNDER THE SUPERVISION OF: REGISTERS PROPLAN LANCES COUNTY OF RIVERSIDE Lack 11/30/22 DIRECTOR OF TRANSPORTATION DATE PCC DIP SECTION C48048 MARK LANCASTER, P.E. REVISION DESCRIPTION MARK DATE APPROVED OF CALIFORNIA STANDARD No. 307

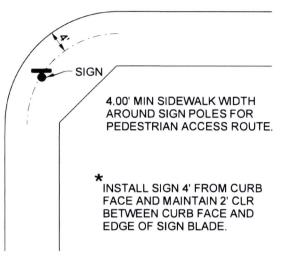




# SIGN INSTALLATION LOCATIONS

- A. 9" BLADE, WITH MAJOR STREET NAME, PERPENDICULAR TO MINOR STREET.
- B. 12" BLADE, WITH MINOR STREET NAME, PERPENDICULAR TO MAJOR STREET.
- C. 12" BLADE, WITH MINOR STREET NAME, PERPENDICULAR TO MAJOR STREET.
   \*(ONLY INSTALL SIGN LOC C IF SIGN LOC B DOES NOT PROVIDE GOOD SIGN VISIBILITY)
- \* FINAL SIGN LOCATION TO BE DETERMINED BY ENGINEER.

### SIGN INSTALLATION DETAILS



SIGNS SHALL NOT EXCEED 48". IF STREET NAME CONTAINS A SECOND WORD, SECOND WORD MAY BE ABBREVIATED AS FOLLOWS:

SUFFIX	ABBR
AVENUE	Ave
BOULEVARD	Blvd
CANYON	Cyn
CENTER	Ctr
CIRCLE	Cir
COURT	Ct
DRIVE	Dr
LANE	Ln
LOOP	Lp
PARKWAY	Pkwy
PLACE	PI
. 2,	
RANCH	Rch
	Rch Rd
RANCH	
RANCH ROAD	Rd
RANCH ROAD SCHOOL	Rd Sch
RANCH ROAD SCHOOL SPRING	Rd Sch Spr
RANCH ROAD SCHOOL SPRING STREET	Rd Sch Spr St
RANCH ROAD SCHOOL SPRING STREET TERRACE	Rd Sch Spr St Ter

NOT TO SCALE

PREPARED UNDER THE SUPERVISION OF:

11/30/22

DIRECTOR OF TRANSPORTATION
MARK LANCASTER, P.E.

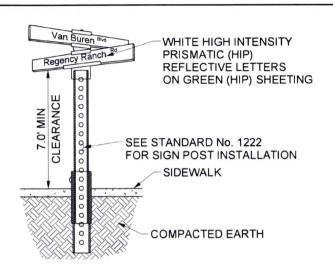
REVISION DESCRIPTION MARK DATE APPROVED

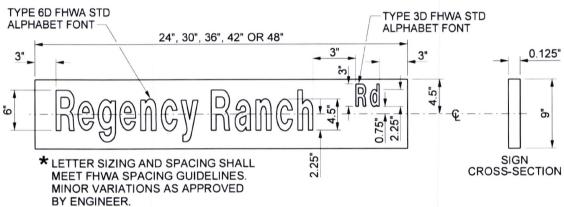


COUNTY OF RIVERSIDE

STREET NAME SIGN (CURB TO CURB WIDTH GREATER THAN 60')

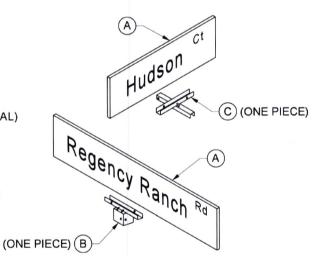
**STANDARD No. 1220 (2 OF 2)** 





#### NOTES:

- (A) SIGN PLATES (5052-H38 ALUMINUM ALLOY MATERIAL)
- (B) 2" SQ x 12" CAST ANODIZED ALUMINUM POST CAP WITH SIX 3/8" ALLEN HEAD STAINLESS STEEL SET SCREWS TO FIT 0.125" SIGN BLANK
- (C) CENTER CROSS SADDLE SHALL BE 12" ONE-PIECE CAST ANODIZED ALUMINUM WITH FOUR 3/8" STAINLESS STEEL ALLEN HEAD SET SCREWS TO FIT 0.125" SIGN BLANK



NOT TO SCALE

FOR ABBREVIATIONS SEE SHEET 2

PREPARED UNDER THE SUPERVISION OF: LOUR

DIRECTOR OF TRANSPORTATION MARK LANCASTER, P.E.

MARK DATE APPROVED REVISION DESCRIPTION



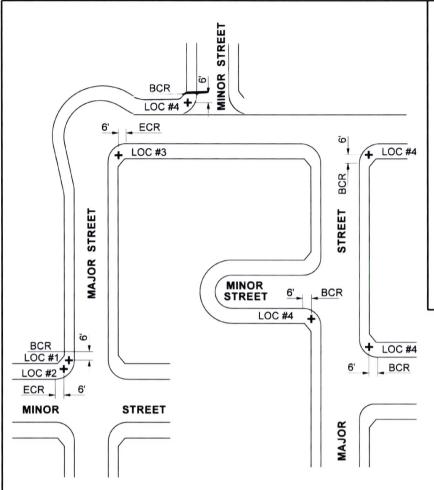
11/30/22

DATE

COUNTY OF RIVERSIDE

STREET NAME SIGN (CURB TO CURB WIDTH LESS THAN OR EQUAL TO 60')

**STANDARD No. 1221 (1 OF 2)** 



# SIGN INSTALLATION LOCATIONS

SIGN LOC No. 1 - FOR RESIDENTIAL STREETS WITHIN A TRACT SIGN LOC No. 2 - ALL OTHER STREETS THAT ARE NON-RESIDENTIAL STREETS WITHIN A TRACT FOR LOCATION THAT IS INSIDE KNUCKLES FOR T-INTERSECTION

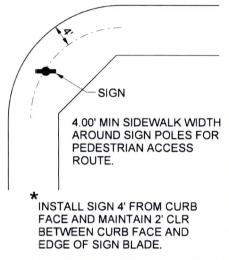
\*FINAL SIGN LOCATION TO BE DETERMINED BY COUNTY ENGINEER

#### NOTE:

ONE COMPLETE NAME SIGN UNIT IS REQUIRED AT EACH INTERSECTION WHEN PAVED WIDTHS OR CURBED WIDTHS OF ALL INTERSECTING STREETS ARE 60 FEET OR LESS. AT INTERSECTIONS WITH ONE OR MORE STREETS WITH AN ULTIMATE PAVED WIDTH OR CURBED WIDTH GREATER THAN 60 FEET, USE STANDARD NO. 1220.

NOT TO SCALE

### SIGN INSTALLATION DETAILS



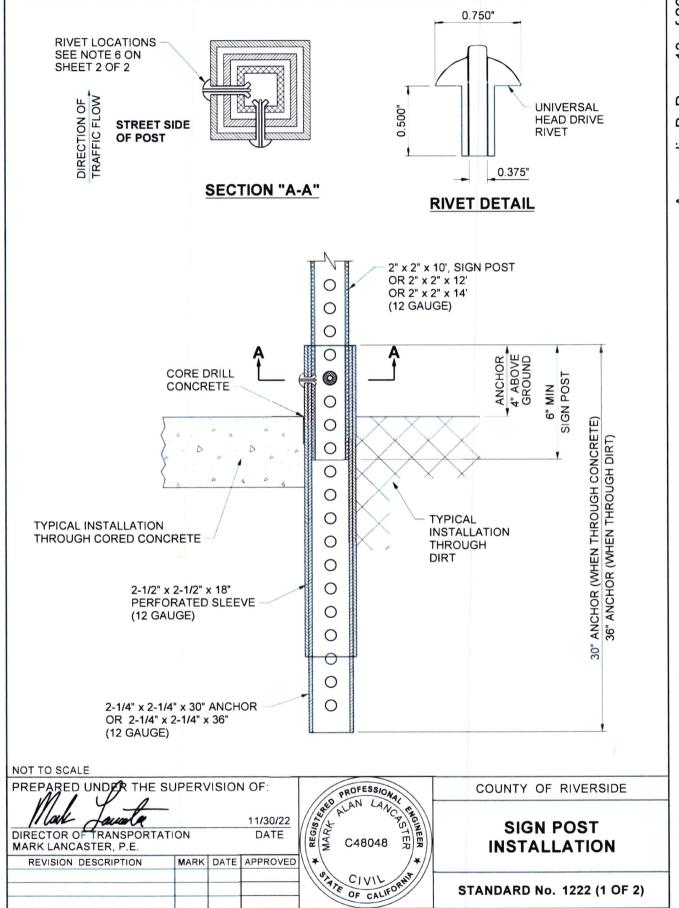
SIGNS SHALL NOT EXCEED 48". IF STREET NAME CONTAINS A SECOND WORD, SECOND WORD MAY BE ABBREVIATED AS FOLLOWS:

AS FOLLOWS.						
SUFFIX	ABBR					
AVENUE	Ave					
BOULEVARD	Blvd					
CANYON	Cyn					
CENTER	Ctr					
CIRCLE	Cir					
COURT	Ct					
DRIVE	Dr					
LANE	Ln					
LOOP	Lp					
PARKWAY	Pkwy					
PLACE	PI					
RANCH	Rch					
ROAD	Rd					
SCHOOL	Sch					
SPRING	Spr					
STREET	St					
TERRACE	Ter					
TRAIL	Tr					
WAY	Way					
WAY	Way					

COUNTY OF RIVERSIDE

STREET NAME SIGN (CURB TO CURB WIDTH LESS THAN OR EQUAL TO 60')

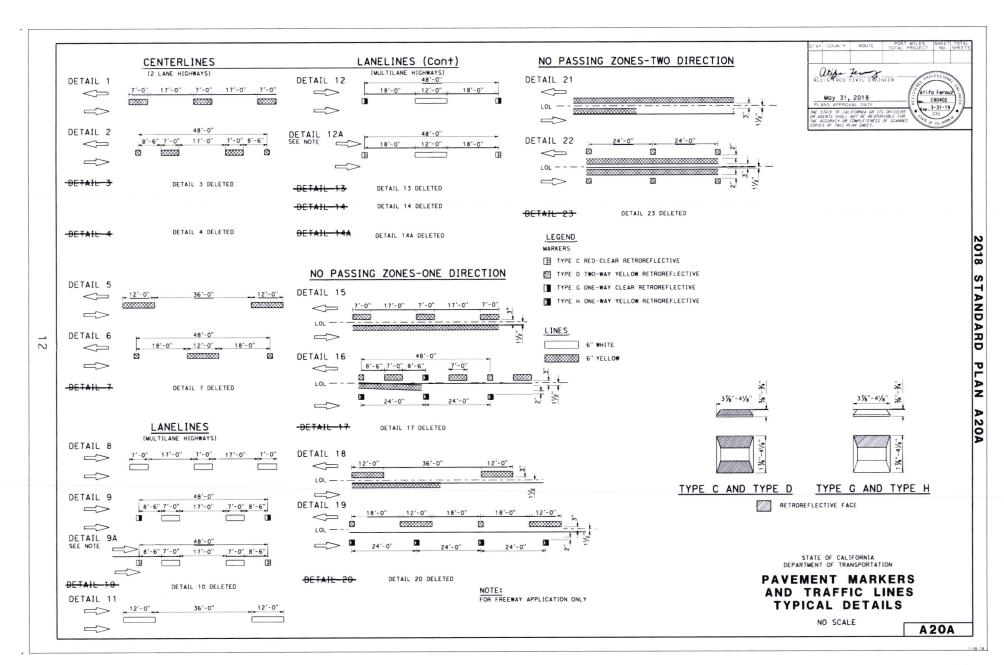
**STANDARD No. 1221 (2 OF 2)** 

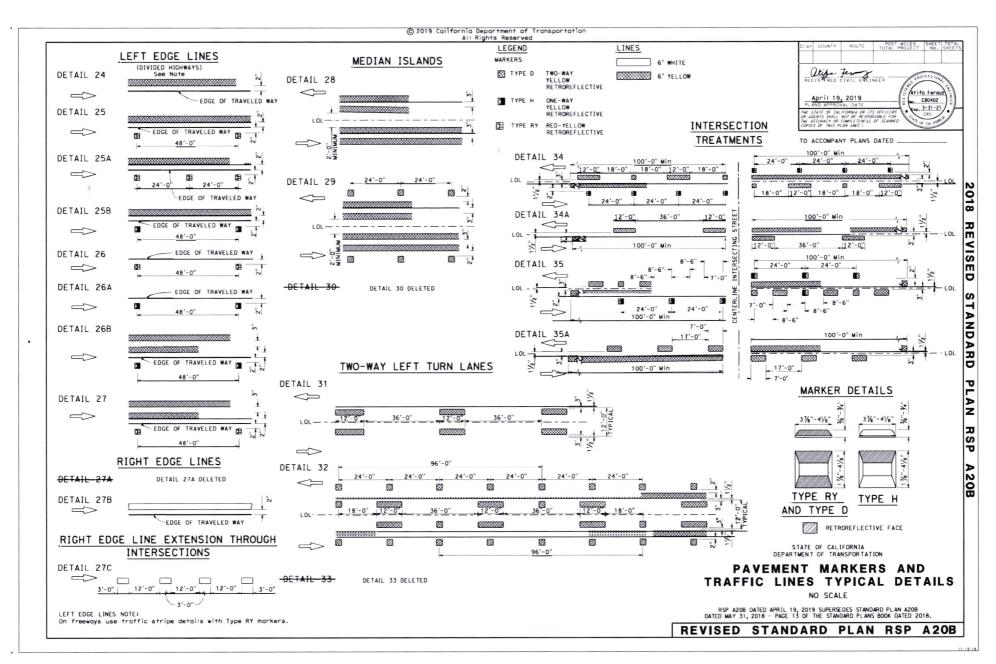


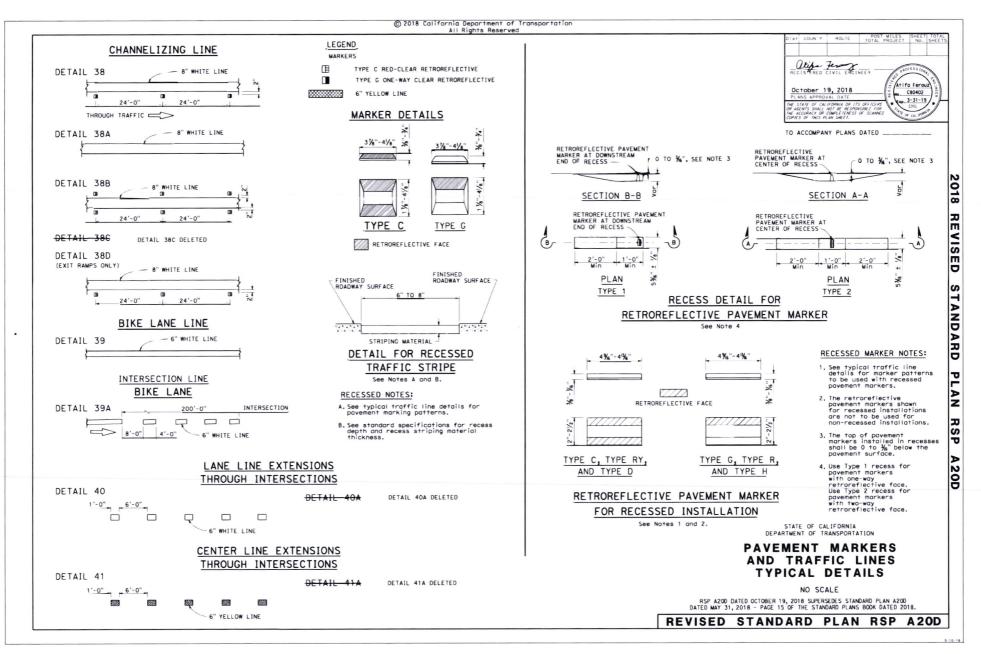
#### NOTES:

- 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.

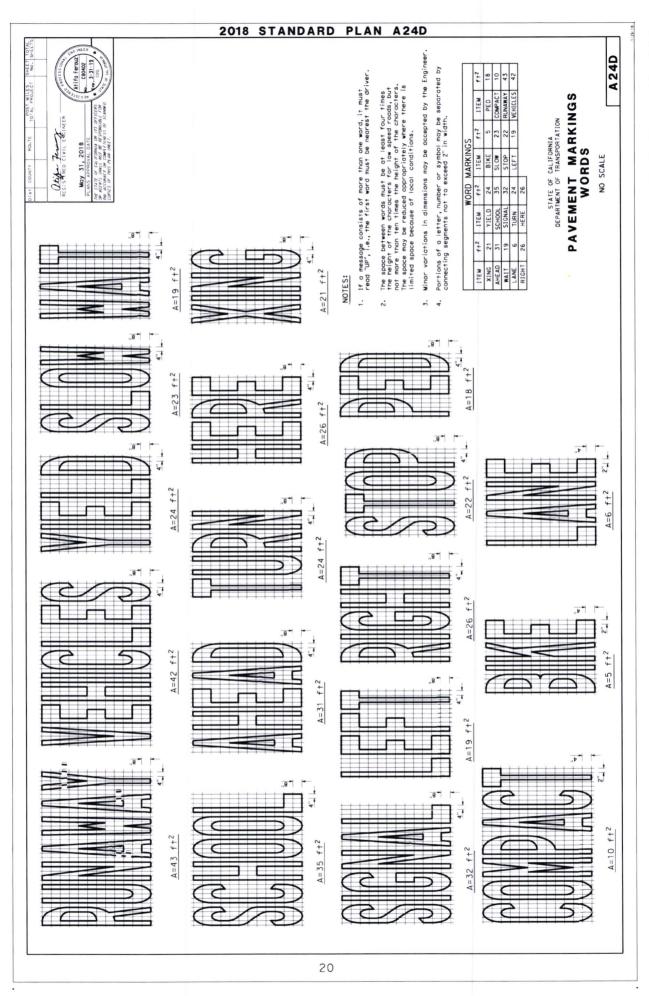
NOT TO SCALE PROFESS.
ALAN LANCASTER PREPARED UNDER THE SUPERVISION OF: REGISTERS. COUNTY OF RIVERSIDE 1 LOUR -aucola 11/30/22 DIRECTOR OF TRANSPORTATION SIGN POST DATE MARK LANCASTER, P.E. INSTALLATION REVISION DESCRIPTION MARK DATE APPROVED OF CALIFORNIE **STANDARD No. 1222 (2 OF 2)** 



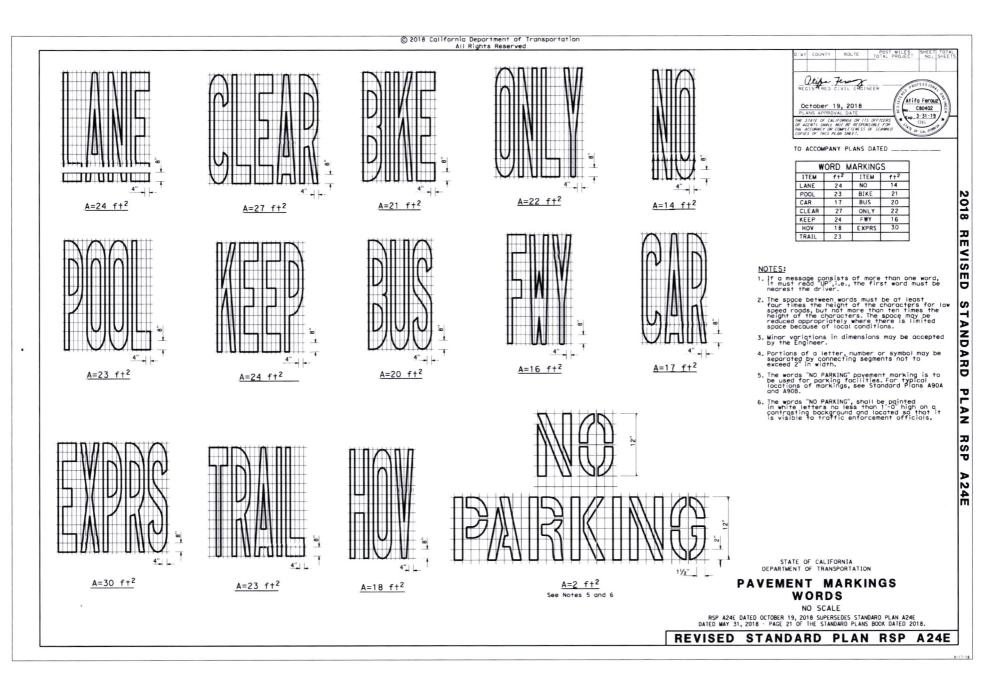


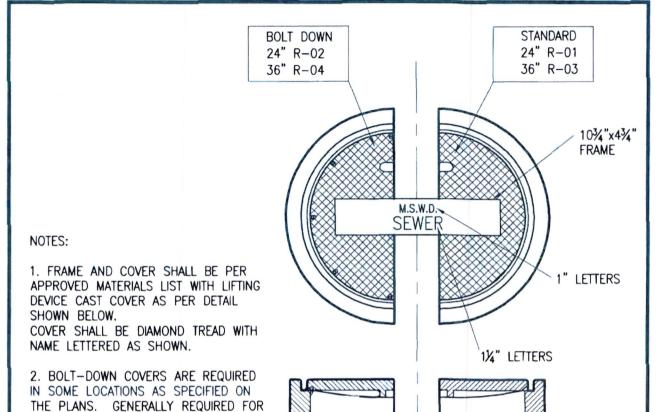


Appendix B, Page 18 of 26



Appendix B, Page 19 of 26

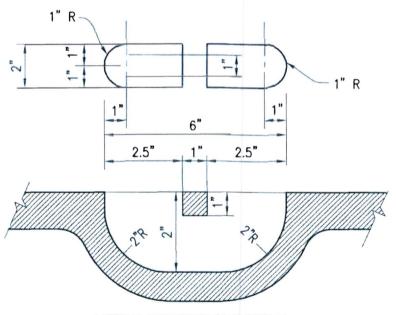




3. FOR 60" MANHOLE USE 36" DIA. FRAME AND COVER.

ALL EASEMENT LOCATIONS.

## FRAME AND COVER DETAIL



LIFTING RECEPTACLE DETAIL



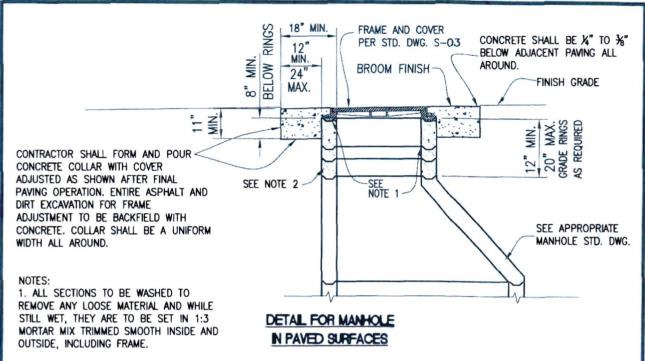
MANHOLE FRAME AND COVER

Approved:

Arden Wallum General Manager

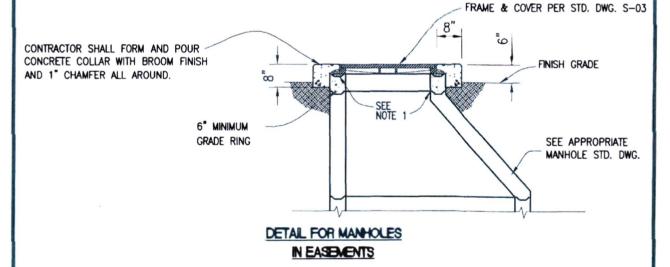
Drawn: Heitec Inc. Date: 01/14/08 DRAWING No.

S - 03



- 24" GRADE RINGS PER MATERIAL LIST # S-05 36" GRADE RINGS PER MATERIAL LIST # S-06

- 2. CONCRETE FOR GRADE RINGS SHALL BE 3000 P.S.I. MIN.
- 3. CONCRETE COLLAR SHALL BE 3250 P.S.I. MIN. WITH FIBERMESH AND BROOM FINSH.
- 4. FOR 60" MANHOLES USE 36" DIA. FRAME AND COVER.





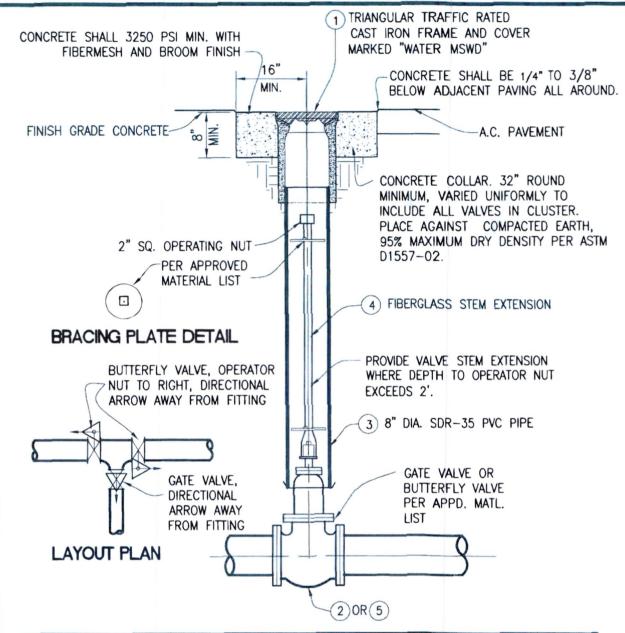
MANHOLE COLLAR AND GRADE RINGS DETAIL Approved: \_\_\_\_Ard

Arden Wallum General Manager

Drawn: Heitec Inc. Date: 4/24/12

DRAWING No.

S - 04



ITEM	No. Req'D.	DESCRIPTION	Matl. List#
1	1	TRIANGULAR TRAFFIC FRAME AND COVER MARKED "MSWD WATER"	G-04
(2)	1*	FLANGED GATE VALVE	B-01
(3)	VARIABLE	8" DIA. x REQUIRED LENGTH SDR-35 PVC	N-05
(4)	If Reqd.	FIBERGLASS VALVE STEM EXTENSION	N-07
(5)	1*	FLANGED BUTTERFLY VALVE	B-02

\* USE GATE VALVE FOR 12" AND SMALLER PIPES OR BUTTERFLY VALVE FOR PIPES LARGER THAN 12".

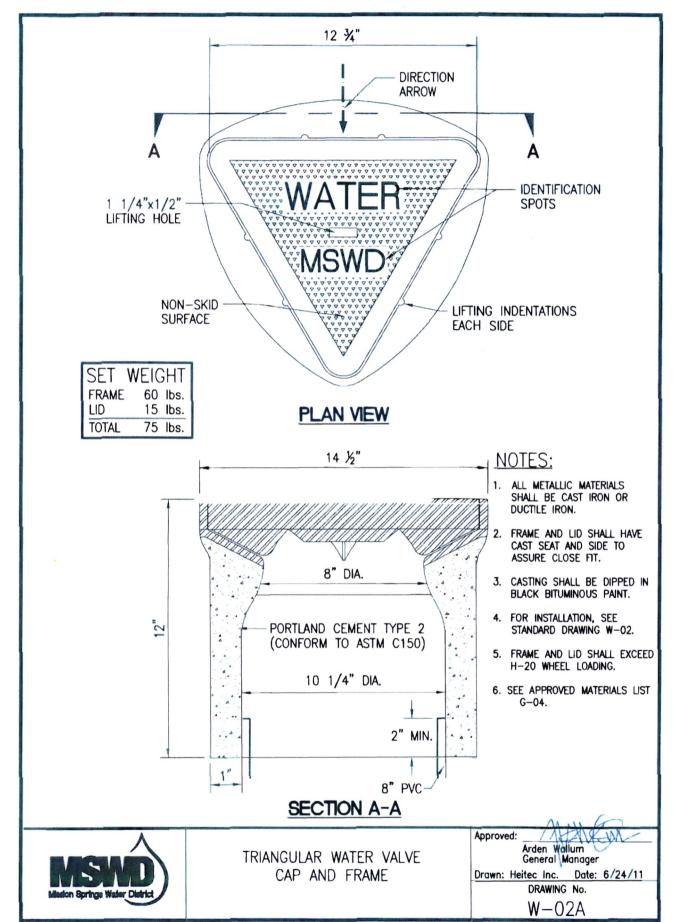


VALVE INSTALLATION Approved:

Arden Wallum General Manager

Drawn: Hietec Inc. Date: 4/27/12

DRAWING No. W-02





Riverside Office: 2300 Market St., Ste. 150, Riverside, CA 92501 Ph. (951) 955-4777 Fax (951) 955-4886
Palm Desert Office: 77-933 Las Montañas Rd., # 201 Palm Desert, CA 92211-4131Ph. (760) 863-8886 (760) 863-7072

# Fire Prevention Standard

Title: Blue Reflective Pavement Markers							
Standard:# 06-11	Effective Date: 02/09/2007 Revised			Date: 06/30/2011			
Code References: 2010 CFC, Sec. 501							
	Note: This standard is a summary of Fire Department clarifications of County and State						
Codes. Information contained herein applies to typical circumstances and may not address all							
situations.							
Author: Committee	Date:	Approved: T. Hobday, FM		Date:			
Sign:		Sign: On File		02-09-07			

#### Scope

This standard has been developed to assist development applicants, architects, and contractors in determining the minimum requirements for the proper placement of blue reflective pavement markers for indicating the location and identification of fire hydrants and water supply locations for fire fighting purposes only. Blue markers used for any other purpose should be removed.

The applicant must obtain approval from Caltrans where blue markers are to be placed on roadways/highways regulated and maintained by Caltrans prior to installation. Encroachment permits may be required.

#### **Codes and Standards**

This standard has been based upon the 2010 California Fire Code (CFC), Chapter 5.

#### **Plans Required**

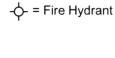
The location of blue reflective markers shall be indicated on the appropriate water plans that are required to be submitted to the Riverside County Fire Department for the installation of all fire hydrants and water supply locations used for the fire fighting purposes.

#### **Specific Requirements**

- 1) Two-Way Streets and Roads: Markers are to be placed six inches from the edge of the painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker should be place six inches from the approximate center of the roadway on the side nearest the hydrant. (Ref. Fig. 1 through 3)
- 2) Streets With Left Turn Lane at Intersection: Markers are to be place six inches from the edge of the painted white channelizing line on the side nearest the hydrant. (Ref. Fig. 4)
- 3) Streets With Continuous Two-Way Left Turn Lane: Markers are to be placed six inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. (Ref. Fig. 5)
- 4) Freeways and Expressways: Because of higher maintenance at these locations, if placed on the roadway, markers are to be placed on the shoulder on-foot to the right of the painted edgeline opposite the off-right of way from the fire hydrant location. (Ref. Fig. 6)

Riverside County Fire Department Standard No. 06-11 Page 1 of 2

# TYPICAL HYDRANT MARKER LOCATION



◆ = Blue Pavement Marker

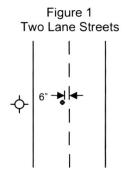


Figure 3
An Intersection

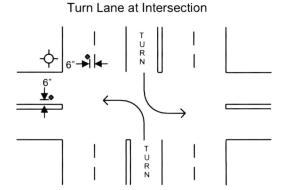
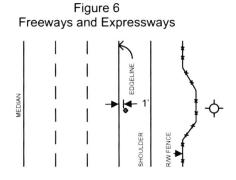


Figure 4
Four Lane Streets with

Figure 5
Multi-Lane Streets
With Turn Lane



Riverside County Fire Department Standard No. 06-11 Page 2 of 2

# **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. <u>Narrative</u> 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. <u>Numeric</u> Risk Level 1 dischargers are not subject to a numeric effluent standard.

### B. Good Site Management "Housekeeping"

- Risk Level 1 dischargers shall implement good site management (i.e., "housekeeping") measures for <u>construction materials</u> 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 <u>waste management</u>, 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:
    - 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.
  - 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 <u>potential pollutant sources</u> 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.
- 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 nonstorm water discharges during construction.
- 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.
- 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.

ATTACHMENT C

#### D. Erosion Control

- Risk Level 1 dischargers shall implement effective wind erosion control.
- 2. Risk Level 1 dischargers shall provide effective soil cover for inactive 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

- 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.
- 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

- 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

<sup>&</sup>lt;sup>1</sup> 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.
- 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		Vis	Sample Collection				
	Quarterly non-Storm Water Discharge	Pre-Storm Event		Daily		Ctorm	
		Baseline	REAP	Daily Storm BMP	Post Storm	Storm Water Discharge	Receiving Water
1	Х	Х		Х	Х		

#### 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:

- 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):
  - 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:

- 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 nonstorm 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.<sup>2</sup>
- 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.

<sup>&</sup>lt;sup>2</sup> 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.

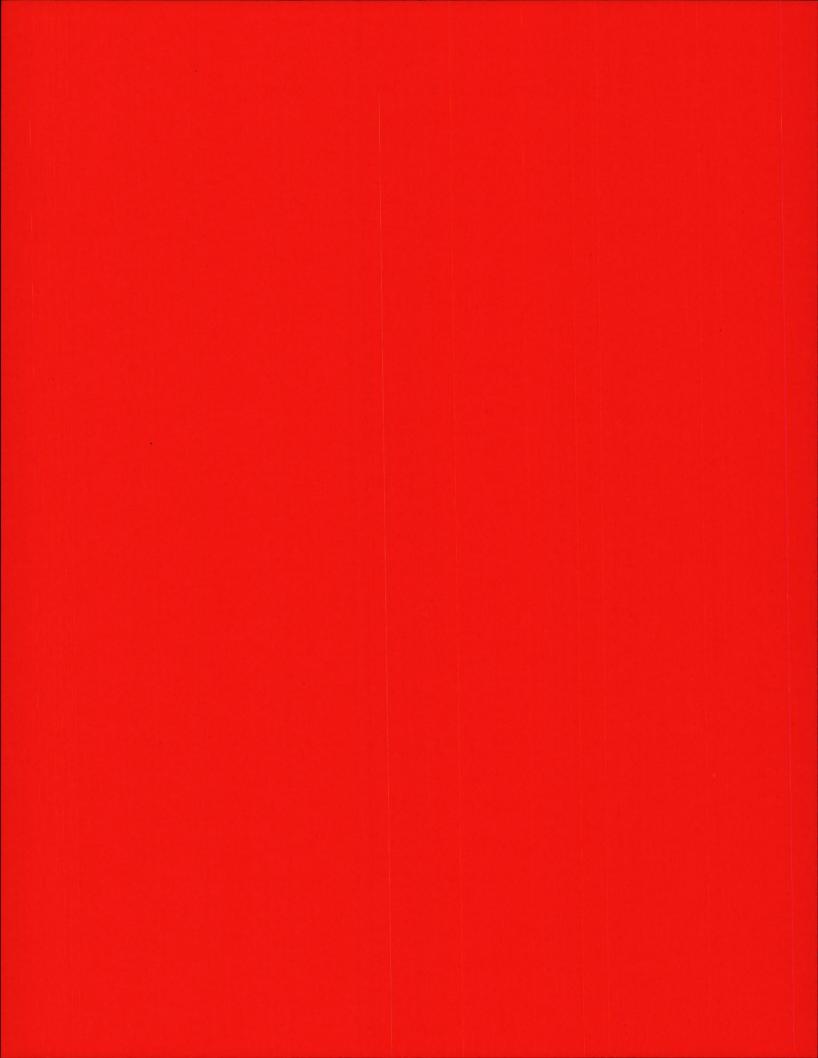
- e. A summary of all analytical results from the last three years, the method detection limits and reporting units, and the analytical techniques or methods used.
- f. Rain gauge readings from site inspections.
- g. Quality assurance/quality control records and results.
- h. Non-storm water discharge 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

# County Of Riverside Transportation Department Contractor Job Mix Formula Proposal

## CONTRACTOR JOB MIX FORMULA PROPOSAL

		FOR HOT M	IIX ASPHALT						
CONTRACTOR NAME, A	ADDRESS, PHONE NO. & FAX NO	):	CONTRACT NO. / TRACT NO. / PERMIT NO. / OTHER:  PROJECT INFORMATION (LOCATION, NAME AND PHASE NO):						
SUBMITTED BY CONTRA	ACTOR (PRINT NAME AND SIGN	N):		DATE:					
HOT MIX ASPHALT (HM	1A) TYPE:		ASPHALT BINDER, ASPHALT MODIFIER AND CRUMB RUBBER MODIFIER (CRM) SUPPLIER / ASPHALT RUBBER BINDER PRODUCER:						
HMA PRODUCER NAMI	E, ADDRESS AND PHONE NO:								
PRODUCER MIX IDENTI	FICATION NUMBER / NOTES:		GRADE OF ASPHALT BINDER / NOTES:						
		JOB MIX FO	RMULA (JMF)						
	Sieve Size	JMF Target Value (TV) (% passing)	TV Limits (% passing)	Project Specification Limits (TV <u>+</u> Tolerance)					
	1.50"								
	1.00"								
	0.75"								
	0.50"								
	0.375"								
	No. 4								
	No. 8								
	No. 16								
	No. 30								
	No. 50								
	No. 100								
	No. 200								
	RAP percentage (dwa)								
	Asphalt binder percentage (dwa)								
Aggregate sources and	California Mine and SMARA id	entification numbers for ea	ch <i>bin:</i>						
	(2.2)								
Reclaimed asphalt pave	ement (RAP) source:								
Note to Contractor: Please include with you	ur submittal all supporting HM	A design data.							



#### THE PRESS-ENTERPRISE

KEEP YOUR EYES ON THE 'PRISE

3512 14 Street Riverside, California 92501 (951) 368-9229 neller@scng.com

> County of Riverside - Clerk of the Board PO Box 1147 Riverside, California 92502

Account Number: 5209148
Ad Order Number: 0011647578

Customer's Reference/PO Number:

Publication: The Press-Enterprise

Publication Dates: 02/10/2024, 02/11/2024, 02/12/2024, 02/13/2024, 02/14/2024, 02/15/2024,

02/16/2024, 02/17/2024, 02/18/2024 and 02/19/2024

Total Amount: \$6009.74
Payment Amount: \$0.00
Amount Due: \$6009.74

Notice ID: 8Ue6yXJDNjIZzB5IStD0

Invoice Text: NOTICE TO BIDDERS County of Riverside, herein called Owner, invites sealed

proposals for: Mission Lakes Boulevard and Little Morongo Road Resurfacing Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue Community of Mission Lakes Project No. D1-0073, D1-0074; and Langlois Road Resurfacing Clifton Street to 670-Feet North Community of Southeast Desert Hot Springs Project No. D2-0074 Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, February 28, 2024, to be promptly opened in public at said address. Each bid shall be in accordance with plans,

specifications and other contract documents, dated December 2023, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of \$40.00 per set, plus mailing costs. Email request of

bidding documents, with company and contact information, to Bids-

Contracts@rivco.org and reference this project (or contact the address or telephone number above). Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No

Contractor or subcontractor may be awarded a contract or perform work on any

## THE PRESS-ENTERPRISE KEEP YOUR EYES ON THE 'PRISE

The Press-Enterprise 3512 14 Street Riverside, California 92501 (951) 368-9229

County of Riverside - Clerk of the Board PO Box 1147 Riverside, California 92502

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011647578

FILE NO. 0011647578

#### PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the aboveentitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

02/10/2024, 02/11/2024, 02/12/2024, 02/13/2024, 02/14/2024, 02/15/2024, 02/16/2024, 02/17/2024, 02/18/2024, 02/19/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: February 19, 2024. At: Riverside, California

Signature

#### NOTICE TO BIDDERS

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

Mission Lakes Boulevard and Little Morongo Road Resurfacing
Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to
Little Morongo Road
Little Morongo Road from Mission Lakes Boulevard to Augusta Avenue
Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing

Langlois Road Resurfacing Clifton Street to 670-Feet North Community of Southeast Desert Hot Springs Project No. D2-0074

Bld shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, February 28, 2024, to be promptly opened in public at said address. Each bld shall be in accordance with plans, specifications and other contract documents, dated December 2023, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bld book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of \$40.00 per set, plus mailing costs. Email request of bidding documents, with company and contact information, to Bids-Contracts@rivco. org and reference this project (or contact the address or telephone number above).

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering \$1,250,000 - \$1,445,000 (Base Bid Schedule 1) Estimate:

\$ 520,000 - \$ 610,000 (Base Bld Schedule 2) (Base Bld Schedule 3) (Alternative Bld Schedule

Bld Bond 10 %
Performance Bond 100 %
Payment Bond 100 %
Working Days 60

Website: https://trans.rctima.org/notices-inviting-bids

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1069.

Dated: February 7, 2024 KIMBERLY A. RECTOR Clerk of the Board of Supervisors By: Clndy Fernandez, Clerk of the Board Assistant

The Press-Enterprise

Published: 2/10, 2/11, 2/12, 2/13, 2/14, 2/15, 2/16, 2/17, 2/18, 2/19/24



2024 MAR -5 PM 12: 01

### California GANNETT

PO Box 631437 Cincinnati, OH 45263-1437

NOTICE TO BIDDED

NOTICE TO BIDDERS

County of Riverside, herein called Owner, invites sealed

Mission Lakes Boulevard and Little Morongo Road Resur-

Mission Lakes Boulevard from 460-Feet West of Clubhouse Boulevard to Little Morongo Road Little Morongo Road from Mission Lakes Boulevard to

Augusta Avenue
Community of Mission Lakes
Project No. D1-0073, D1-0074; and
Langlois Road Resurfacing Clifton Street to 670-Feet North

Community of Southeast Desert Hot Springs
Project No. D2-0074

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, February 28, 2024, to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated December 2023, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of \$40.00 per set, plus mailing

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number above).

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The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible hidder without discrimina awarded to the lowest responsible bidder without discrimina-

tion on the grounds of race, color, sex, national origin, religion, age, or disability The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate: \$ 1,250,000 - \$ 1,445,000 (Base Bid Schedule 1)

\$ 520,000 - \$ 610,000 (Base Bid Schedule 2) \$ 70,000 - \$ 81,000 (Base Bid Schedule 3) \$ 7,000 - \$ 8,500 (Alternative Bid Schedule 1) Bid Bond 10 %

Performance Bond 100 % Payment Bond 100 % Working Days 60

Website: https://trans.rctlma.org/notices-inviting-bids

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1069.

Dated: February 7, 2024 KIMBERLY A. RECTOR Clerk of the Board of Supervisors By: Cindy Fernandez, Clerk of the Board Assistant

#### **PROOF OF PUBLICATION**

RD OF SUP. RIVERSIDE COUNTY-BOA Riverside County-Board Of Sup. Po Box 1147 Riverside CA 92502-1147

#### STATE OF WISCONSIN, COUNTY OF BROWN

The Desert Sun, a newspaper published in the city of Palm Springs, Riverside County, State of California, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

02/09/2024, 02/11/2024, 02/14/2024, 02/15/2024, 02/16/2024, 02/18/2024, 02/21/2024, 02/22/2024, 02/23/2024, 02/25/2024

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