

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



ITEM: 3.40
(ID # 26288)

MEETING DATE:
Tuesday, November 05, 2024

FROM : TLMA-CODE ENFORCEMENT

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ CODE ENFORCEMENT: Approval of the Specifications and Authorization to Advertise for Bid for the Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella, CEQA Exempt. District 4. [\$0 Total Cost - American Rescue Plan Act (ARPA) Funds 100%] (Clerk to Advertise)

RECOMMENDED MOTION: That the Board of Supervisors:

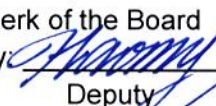
1. **Find** the Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, Section 15301 (d) – Existing Facilities;
2. **Approve** the Plans, Specifications and Contract Documents for the Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella Project No. TLARC-RFB-24-752;
3. **Authorize** the Clerk of the Board to advertise for bids to be received by the office of Transportation and Land Management Agency, 4080 Lemon Street, 14th Floor, Riverside, CA 92501. All bids must be received up to the hour of 2:00 p.m., Wednesday, November 27, 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 Jeffries, seconded by Supervisor Gutierrez 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: None
Absent: None
Date: November 5, 2024
xc: Code Enforcement, Recorder/State Clearinghouse, COBcf

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: ARPA-Residential Revitalization Funds 100%			Budget Adjustment: No	
No general funds will be used for this project.				
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On August 30, 2022 (item 3.47), the Board of Supervisors authorized Riverside County Transportation and Land Management Agency-Code Enforcement to coordinate and execute projects related to the County of Riverside’s ARPA Economic Recovery, Business Revitalization Program. This authorization allowed the Code Enforcement Department to provide clean-up assistance to businesses through commercial structure demolition and nuisance abatement.

On October 3, 2023 (item 3.26), the Board authorized Code Enforcement to solicit informal bids on ARPA Business and Residential Revitalization Program Abatement projects not to exceed \$200,000 per project and approved the Pre-Qualified Contractors for Abatement Services for use on an as-needed basis to bid on ARPA Business and Residential Revitalization Program Abatement Projects.

The Transportation and Land Management Agency (TLMA) - Code Enforcement Department proposes an Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella. The abatement will include the handling, storing, transporting, and disposing of the asbestos-containing material onsite to an approved landfill that accepts Regulated Asbestos Containing Material (RACM). The Code Enforcement department will select the contractor based on the lowest responsive and responsible bid of the sum of all bid schedules.

This project includes an outdoor abatement, in a rural area, with a perimeter berm and locked gate. This abatement is the debris from two previously demolished residential structures and a cross-contaminated debris field. The bid documents include one bid schedule of work.

The submitted Specifications and Contract Documents, including exhibits, for this Abatement Clean-Up Removal and Disposal of Asbestos Containing Material (ACM) Project, have been approved as to legal form by County Counsel.

The Code Enforcement department will select the contractor based on the lowest responsive and responsible bid.

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

Project No. TLARC-RFB-24-752

Environmental Findings

Asbestos Survey conducted revealed areas containing material testing one percent or greater for asbestos. At this time, it is unknown if the soil is contaminated, the contractor will make that determination during the bidding process.

The department has determined that the project is exempt under CEQA and none of the exceptions to the use of the exemption would apply. Furthermore, while this is a project to authorize the department to pursue competitive bids, the action will ultimately improve the environment by abating the materials from the site.

Impact on Residents and Businesses

Funds will be utilized to abate public nuisances on County properties that pose a health and safety risk to the public. Anticipation for the use of these funds would be the ability of staff to abate public nuisances due to improper care.

The location is near several private residences, including a mobile home park. The nearest residence is approximately 400 feet away. There is no disturbance to normal highway/roadway traffic. Access to the property will be per private dirt roads.

The aligned agenda from various agencies using these funds will serve as the driving force for the improvement of communities and the environment, along with the quality of life throughout the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

The action on this Form 11 merely approves the Plans and Specifications and Contract Documents identifying the proposed work, as well as authorizes the Clerk of the Board to advertise said contract documents. No expenses will be incurred as a result of this action.

The abatement contract will be funded with ARPA-Residential Revitalization funds.

The cost is unknown as the contract was not awarded at that time. No additional General Fund support is needed to provide this added service.

Contract History and Price Reasonableness

The action today, if approved, will authorize the Code Enforcement Department to pursue competitive bids through the California Public Works Contract Process. The Code Enforcement department will then return to the Board of Supervisors to seek approval to award the contract to the lowest responsive bidder.

ATTACHMENTS:

TLARC-RFB-24-752 - Abatement ACM Project (complete)

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


Jason Farin, Principal Management Analyst 10/31/2024


Aaron Gettis, Chief of Deputy County Counsel 10/31/2024



Lead Agency: County of Riverside Code Enforcement
ATTN: Monica Rossow
Address: 4080 Lemon Street, 12th Floor
Riverside, CA 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202401186
11/06/2024 09:01 AM Fee: \$ 50.00
Page 1 of 3

Removed: _____ By: _____ Deputy


Project Title

ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING
MATERIALS (ACM) PROJECT IN THE UNINCORPORATED AREA OF COACHELLA
PROJECT# TLARC-RFB-24-752 APN# 763-150-013

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other: NOTICE OF PUBLIC HEARING

Notes



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

**Rania Odenbaugh
Interim Director**

NOTICE OF EXEMPTION

November 4, 2024

PROJECT TITLE: Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella

Project# TLARC-RFB-24-752 APN# 763-150-013

PROJECT SPONSOR: County of Riverside Code Enforcement Department

PROJECT LOCATION: unincorporated area of Coachella

PROJECT DESCRIPTION:

The Transportation and Land Management Agency (TLMA) - Code Enforcement Department proposes an Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella. The abatement will include the handling, storing, transporting, and disposing of the asbestos-containing material onsite to an approved landfill that accepts Regulated Asbestos Containing Material (RACM). This project includes an outdoor abatement, in a rural area, with a perimeter berm and locked gate. This abatement is the debris from two previously demolished residential structures and a cross-contaminated debris field.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Code Enforcement

EXEMPT STATUS

ENVIRONMENTAL ANALYSIS:

The Riverside County Code Enforcement Department has found that the above-described Ordinance amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, Section 15301 (d) – Existing Facilities, based on the following:

California Environmental Quality Act Guidelines:

Section 15301 of the California Environmental Quality Act (CEQA) Guidelines covers changes to existing facilities. The key consideration for applying this exemption is whether the project involves little or no expansion of use.

4080 LEMON STREET, 12TH FLOOR, RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-8680



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

Rania Odenbaugh
Interim Director

The project is consistent with CEQA Sections 15301 – Existing Facilities, 15302 – Replacement or Reconstruction, and 15304 – Minor Alterations to Land, and no exceptions listed in CEQA Section 15300.2 apply. Therefore, the project may rely on the exemptions for the reasons documented above.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____

Date: _____

11-4-2024

Monica Rossow, Transportation & Land Management Agency

Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella Project# TLARC-RFB-24-752 APN# 76

Summary

SCH Number

2024110161

Public Agency

Riverside County

Document Title

Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella Project# TLARC-RFB-24-752 APN# 76

Document Type

NOE - Notice of Exemption

Received

11/6/2024

Posted

11/6/2024

Document Description

The Transportation and Land Management Agency (TLMA) - Code Enforcement Department proposes an Abatement Clean-Up Removal and Disposal of Asbestos Containing Materials (ACM) Project in the unincorporated area of Coachella. The abatement will include the handling, storing, transporting, and disposing of the asbestos-containing material onsite to an approved landfill that accepts Regulated Asbestos Containing Material (RACM). This project includes an outdoor abatement, in a rural area, with a perimeter berm and locked gate. This abatement is the debris from two previously demolished residential structures and a cross-contaminated debris field.

Contact Information

Name

Monica Rossow

Agency Name

County of Riverside Code Enforcement Department

Job Title

SPECIFICATIONS and CONTRACT DOCUMENTS

for

**ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS
CONTAINED MATERIAL (ACM) PROJECT**

LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274

Project No. TLARC-RFB-24-752



CODE ENFORCEMENT DEPARTMENT

FORM APPROVED COUNTY COUNSEL
BY *Kristine Bell-Valdez* *6/14/24*
KRISTINE BELL-VALDEZ DATE

**County of Riverside
Code Enforcement Department**

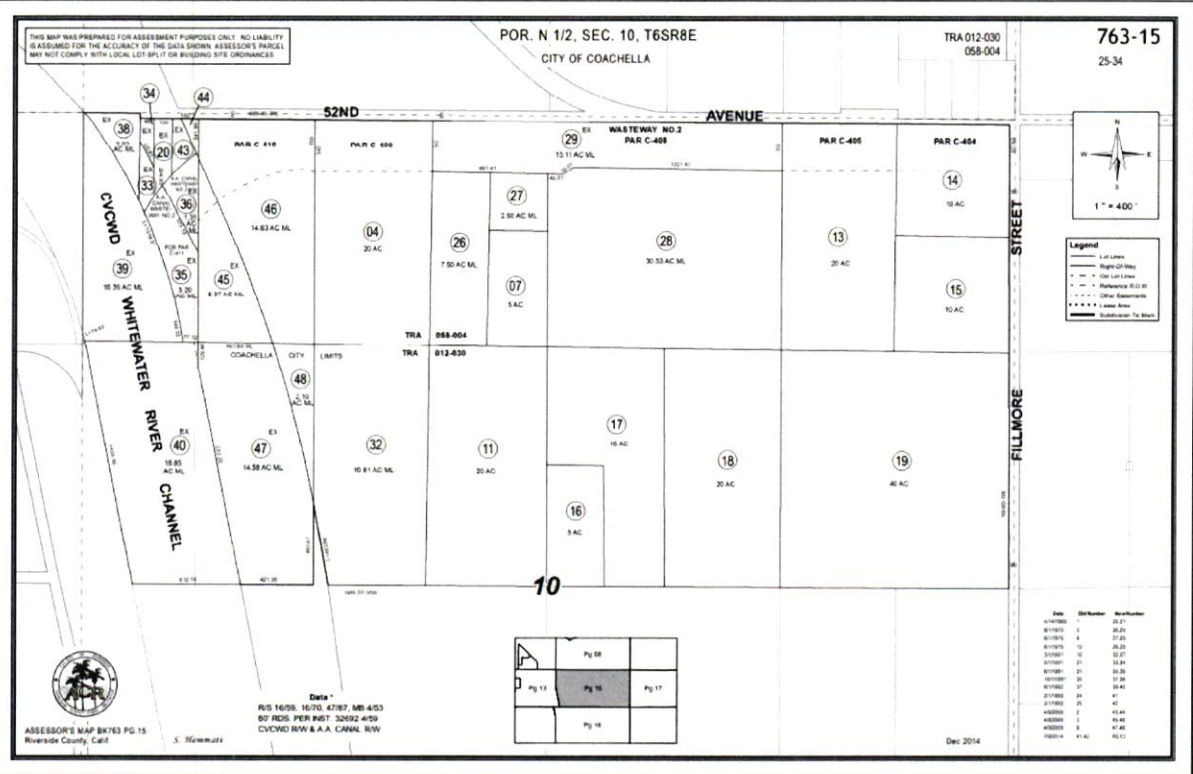
**ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS
CONTAINING MATERIAL (ACM) PROJECT
LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274
Project No. TLARC-RFB-24-752**



NTS

Vicinity Map

Township 6S Range 8E Section 10
County Road Book page No. 219



Specifications and Contract Documents

for the

**ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING
MATERIAL (ACM) PROJECT**

LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274

Project No. TLARC-RFB-24-752

Contract Approval(s)

Recommended by:

Jeniffer Morris
TLMA – Code Administration Services Manager

Date

Approval:

Rania Odenbaugh
TLMA Managing Director / Interim Code Enforcement Director

Date

Notice to Bidders

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

**ABATEMENT CLEAN-UP REMOVAL AND PROPER DISPOSAL OF ASBESTOS CONTAINING
MATERIAL (ACM) PROJECT
LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274
Project No. TLARC-RFB-24-752**

Bid shall be delivered to the County of Riverside Transportation Land Management Agency, 4080 Lemon Street, 14th Floor, Riverside, CA 92501, telephone (951) 955-8324 not later than 2:00 p.m., on Wednesday, **November 20, 2024** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **October 2024**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$15.00** per set with 24" x 36" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location. Email request of bidding documents, with company and contact information, to tlmapurchasing@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.

A **mandatory pre-bid meeting** will be conducted at the project site on **Wednesday, November 13, 2024**, commencing promptly at **9:00 a.m.**, at the South-West corner of Avenue 52 and Fillmore Street, approximate address of **87871 AVENUE 52, THERMAL, CA 92274**. This meeting is to inform bidders of project requirements and site conditions. Bidder's attendance at this meeting is **mandatory**. Bidders (subcontractors and suppliers are also welcomed).

The Contractor is required to have the following license for this project: B – General Building and or C-21 Building Moving Demolition; Sections cited: 7008 and 7059, Reference: Sections 7058 and 7059 (Business & Professional Code), and & if present Asbestos: ASB Certification & CAL/OSHA Certificate of Registration for Asbestos Related Work & Lead Based Paint Removal: LRC Certified by CDPH for worker and supervisor. Issued by the State of California. Contractor shall obtain, maintain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum, valid license at the time of bid submission.

Engineering Estimate:	\$200,000 - \$500,000	(Base Bid)
Bid Bond	10 %	
Performance Bond	100 %	
Payment Bond	100 %	
Working Days	25 Working Days	

Website: <https://purchasing.co.riverside.ca.us/bidding-opportunities>

The Bidder receiving the Award by the County is required:

(1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): B – General Building and or C-21 Building Moving Demolition; Sections cited: 7008 and 7059, Reference: Sections 7058 and 7059 (Business & Professional Code), and & if present Asbestos: ASB Certification & CAL/OSHA Certificate of Registration for Asbestos Related Work & Lead Based Paint Removal: LRC Certified by CDPH for worker and supervisor. Issued by the State of California; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: **Including, but not limited to, the Clean Up Removal and Proper Disposal of Asbestos Debris Abatement Demolition of an approximate 4-acre site located on APN# 763-150-013. No structures remain on this site. The entire area has dispersed construction debris, green waste, hazardous waste, electronic waste, and rubbish.**

(3) All work to be in conformance to applicable codes and in compliance with Rule 1403 or the South Coast Air Quality Management District (SCAQMD) regarding requirements pertaining to the demolition of asbestos containing waste material. Contractors must provide a copy of the asbestos handling license to the County before work begins.

(4) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.

The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

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 TLMA Purchasing at 951-955-8324 or tmapurchasing@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 14th 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. 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 (5th) business day prior to the bid closing deadline, by hand delivery, mail, fax or electronic mail. The County will not respond to RFIs submitted after that time, unless the County determines at its sole discretion that it is in the best interest of the public and the County to do so. RFIs should be addressed and sent to:

County of Riverside
Transportation Land Management Agency
Attention: Purchasing
4080 Lemon Street, 14th Floor,
Riverside, CA 92501

Facsimile: (951) 955-8324
Electronic mail: tmapurchasing@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.

6. 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).

7. 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.

8. 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.

9. 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.

10. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 13, "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 (3) 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.

11. 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.

12. 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.

13. Alternate Bid Schedules

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

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

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

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

The County reserves the right to reject all bids received.

14. Bids

No Bidder may withdraw their bid for a period of **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.

15. 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.

16. 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.

17. 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.

18. 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 Land Management Agency
Attention: Purchasing
4080 Lemon Street, 14th Floor,
Riverside, CA 92501

Facsimile: (951) 955-8324
Electronic mail: tmapurchasing@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 <https://purchasing.co.riverside.ca.us/bidding-opportunities>. Failure to timely file and serve the bid protest as aforesated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in their 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.

19. Payment and Performance Bonds

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

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

20. 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.

21. Submission of Insurance Certificate and Endorsements

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

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

Bid

Date: _____

To: County of Riverside, hereafter called "County";

Bidder: _____
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274 Project No. TLARC-RFB-24-752 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.

**ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM)
 PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274
 Project No. TLARC-RFB-24-752**

PROPOSAL

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000001	Asbestos Abatement Per Inland Empire Environmental Consulting P5 Dated 5-12-24 (Excludes Disposal)				0.00
2	000001	Asbestos Disposal Per Inland Empire Environmental Consulting P5 Dated 5-12-24				0.00
3	000001	HAZARDOUS WASTE REMOVAL				0.00
4	000001	HAZARDOUS WASTE DISPOSAL				0.00
5	000001	REPAIR (In like kind), Remove and replace				0.00
6	000001	Bonds				0.00
7	000001	Fees				0.00
8	000001	MISCELLANEOUS DIRECTED WORK				0.00
9	000001	Other				0.00

PROJECT TOTAL: _____ \$ -
 ITEMS 1-14 "WORDS"

Bidder Data and Signature

Name of Bidder: _____

Type of organization: _____

Person(s) authorized to sign for Bidder: _____

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

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

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

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

Business City, State, Zip Code: _____

P.O. Box- Number: _____

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

Phone: (_____) _____

Facsimile: (_____) _____

E-mail: _____

Contractor's license number: _____

License Classification(s): _____

Expiration date: _____

Department of Industrial 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:

**ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING
MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA
92274
Project No. TLARC-RFB-24-752**

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.

Name of Bidder (Prime/General Contractor): _____

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: _____%

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

Non-Collusion Declaration

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

The undersigned declares:

I am the _____ (Title) of _____ (Company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

_____ (Month) _____ (Day) of _____ (Year),

at _____ (City), _____ (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

Note: Notarization of signature required.
 Check box if attachment is included.

Bid Bond

Recitals:

1. _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274 Project No. TLARC-RFB-24-752 in accordance with a Notice Inviting Bids from the County.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: _____

Signatures:

By: _____

By: _____

Title: Attorney in Fact
"Surety"

Title: _____
"Contractor"

STATE OF _____
COUNTY _____ }
OF _____

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Riverside County Contract No. _____

Contract

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

W I T N E S S E T H

Recitals:

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

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to 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.

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

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

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

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

4. Compensation

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

ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274
Project No. TLARC-RFB-24-752

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						
...						
...						
...						
...						
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N						

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

**ABATEMENT CLEAN-UP REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING
MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274**
Project No. TLARC-RFB-24-752

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY: _____

BY: _____

Chairman, Board of Supervisors

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia R. Harper, 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

Recitals:

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

Agreement:

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

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

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

General Conditions

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General Conditions

I. 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 except the Special Provisions, the Contract, and Bonds.

The following subsections of the Standard Specifications are deleted:

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

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

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

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

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

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

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

3. Director of Transportation

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 14th Street
Riverside, CA 92501

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

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

B. Workers Compensation:

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

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

C. Commercial General Liability:

Commercial General Liability insurance coverage includes but not limited to:

1. Premises, operations and mobile equipment liability
2. Products and completed operations liability
3. Broad form property damage, (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal and advertising injury
6. Unmodified contractual liability

7. Cross liability coverage
8. Covering claims which may arise from or out of Contractor's performance of its obligations hereunder.

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

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

Higher limits may be required for projects with higher risk exposure, and higher limits, if required, will be included in the Special Provisions.

Where excess liability insurance is used in connection with primary liability insurance, the combination of such coverage sum must allow total limits of liability to be in amounts not less than the specified amounts.

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

For additional insured endorsement for excess liability insurance, an acceptable alternative to the policies is a letter, signed by an authorized representative of the insurance carrier, confirming in writing that the policy follows form with respect to the primary liability policy.

D. Automobile Liability:

Contractor shall maintain liability insurance for any auto, all owned, non-owned and hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit.

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

E. General Insurance Provisions:

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

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

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

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

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

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

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

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

F. Hold Harmless/Indemnification:

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

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

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

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

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

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

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

Attention is directed to Instruction to 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 9, "Labor Code."

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

Pursuant to §1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

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

General prevailing wage determinations are on file at Transportation Department Washington Street Yard's Contraction/Inspection office and are available to any interested party upon written request.

General prevailing wage determinations are also made by the DIR Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 may also be obtained at the following URL:

www.dir.ca.gov/DLSR/PWD/index.htm

The Contractor must post a copy of the determination of the DIR prevailing rate of per diem wages at each job site.

8. Labor Code

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other requirements with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, overtime, apprentices, securing worker's compensation insurance, payroll records, registration with the DIR, and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

<https://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 7-1.021(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

10. Title VI Nondiscrimination

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

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

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

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

Title VI Assurances requirements, as incorporated in Caltrans Exhibit 12-G (January 2019 update).

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

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

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

Frances Segovia, Title VI Coordinator

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

Facsimile: (951) 955-3164
Office: (951) 955-1646
Electronic mail: FSegovia@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 its position. Said document shall be submitted to the Contractor as soon as practicable, but not later than seven (7) calendar days after the "receipt of payment request" date.

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

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

The partial payments made as the work progresses will be payment on account on work performed as of the 25th of the month and shall in no way be considered as an acceptance of

any part of the work or material of the contract, nor shall they in any way govern the final estimate.

No estimate or payment shall be made when, in the judgment of the Director of 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
2850 Washington Street
Riverside, CA 92504

Attention: Cindi Wachi, Construction Engineering Division Manager

21.3 Claims Procedure

21.3.1 Upon receipt of a Claim and the supporting documentation, the County shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the County and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

21.3.2 Notwithstanding the time period set forth in 21.3.1 above, if the County needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the County shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

21.3.3 Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the County issues its written statement.

Amounts not paid in a timely manner as required by this [Section 21](#) shall bear interest at 7 percent per annum. If the County fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the County to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the County's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

21.3.4 If the Contractor disputes the County's written response, or if the County fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the County shall schedule a meet and confer conference within thirty (30) days.

21.3.5 Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the County issues its written statement.

Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

21.3.6 For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this [Section 21](#) shall excuse any further obligation under [Section 20104.4](#) of the Public Contract Code to mediate after litigation has been commenced.

21.3.7 If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

21.3.8 Following the procedures set forth in this [Section 21](#), including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code Sections 9204 or 20104.4. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

21.4 **Subcontractor Claim(s)**

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the County a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the County shall furnish reasonable documentation as set forth in [Section 21](#) to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the County, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

22. Brand or Trade Name – Substitute of Equals

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

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

If a 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.

Payment

Full compensation for conforming to the provisions in this Section, Public Safety, 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 5-1.36D, "Nonhighway Facilities," Section 15, "Existing Facilities" and 51-1.03E(9), "Utility Facilities," of the Standard Specifications and these Special Provisions.

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

29. Removal of Asbestos and Hazardous Substances

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

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

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

30. Documents of Contractor

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

31. Responsibility of Contractor to Act in an Emergency

In case of an emergency which threatens loss or injury to property or life, Contractor shall act without previous instructions as the situation may warrant. Contractor shall notify 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.

Executive Order N-6-22

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-ExecutiveOrder.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services, a vendor must certify it is in compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the rejection or termination of contracts or grants, as applicable.

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 in compliance with the Executive Order and sanctions identified above.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Iran Contracting Act

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor 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 vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 - EXEMPTION

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

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

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

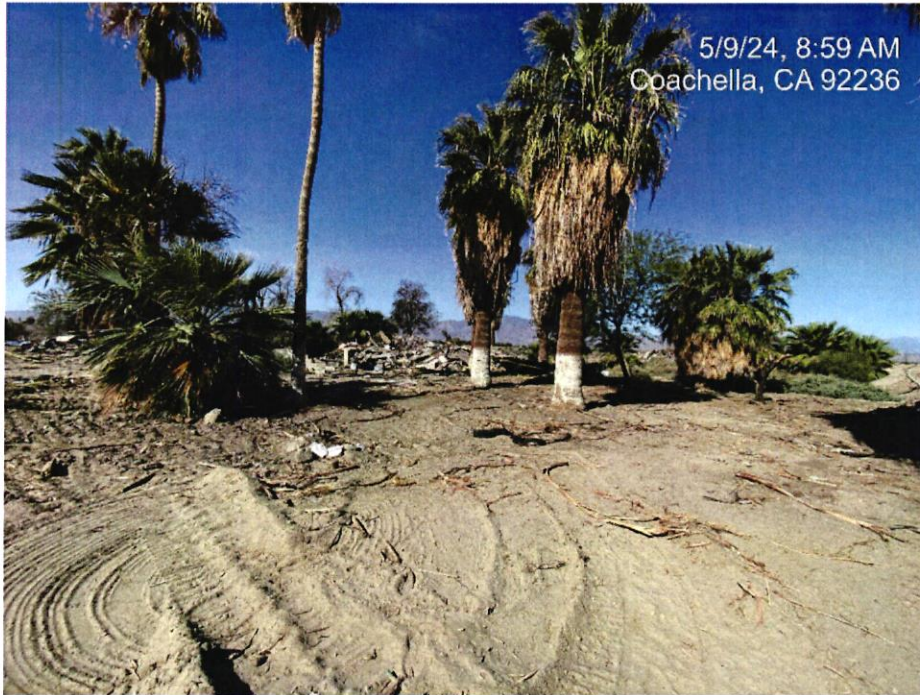
Appendix A

General Property Layout & Conceptual Repair Area Exhibit



Appendix B

Property Detail









V.060719



Code Enforcement Department
County Of Riverside

SITE PLAN CVAR210885

OWNER: Mike K. Nguyen; Minh D. Nguyen; Tuyet. T. Nguyen PHONE: N/A
ADDRESS: 87871 Avenue 52, Coachella CA 92236
ASSESSOR'S PARCEL: 763-150-013

NEAREST CROSS STREET (AVENUE 52)



87871 AVENUE 52, COACHELLA CA 92236

ACREAGE: 20.00

PREPARED BY: AACEVES

DATE: 10/07//24

SITE PLAN CVAR210885

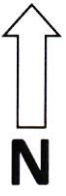
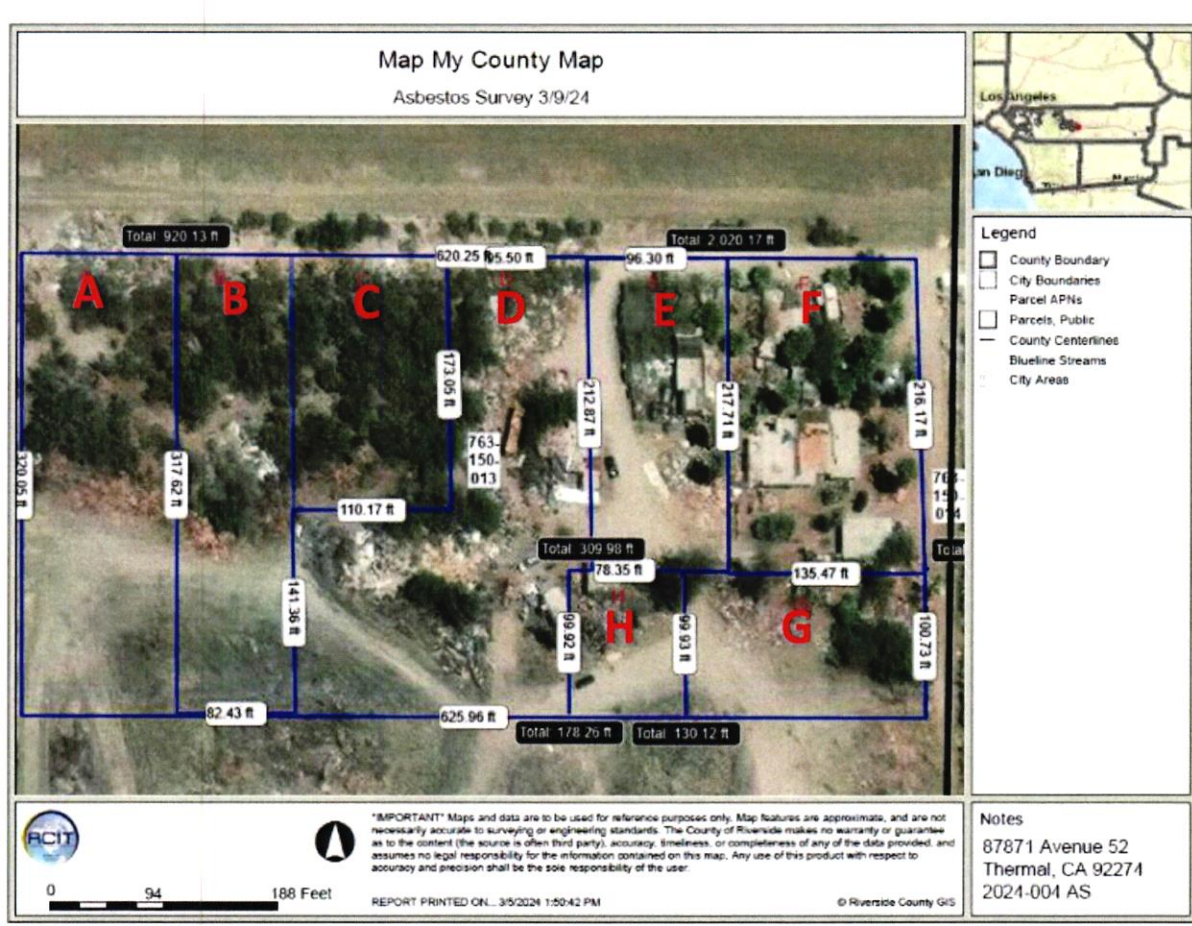
NEAREST CROSS STREET (AVENUE 52)



NEAREST CROSS STREET (FILLMORE STREET)

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885

10/07/24 Updated Asbestos Onsite Photos



Map with labeled Sections that were tested for Asbestos.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field/demolished structure with positive Asbestos, east
viewpoint of east side area of Section E.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field/demolished structure with positive Asbestos,
northeast viewpoint of east side area of Section E.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, southeast viewpoint of middle area of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field/demolished structure with positive Asbestos,
northeast viewpoint of middle area of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, east viewpoint of southside area of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field/demolished structure with positive Asbestos, north
viewpoint of southeast area of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, north viewpoint of southeast area of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, southeast viewpoint of
northeast area of Section G.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, northeast viewpoint of southeast area of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, north viewpoint of northeast area of Section G.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, north viewpoint of
northeast area of Section G.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, west viewpoint of southeast corner of Section F and northeast corner of Section G.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field/demolished structure with positive Asbestos, west viewpoint of southeast corner of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field with positive Asbestos, south viewpoint of
northeast corner of Section G.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris field/demolished structure pile with positive Asbestos,
south viewpoint of middle Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Debris pile (demolished structure) with positive Asbestos, south
viewpoint of middle Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



South viewpoint of northeast corner of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



10/7/24, 11:25 AM
Coachella, CA 92236

East viewpoint of middle Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



East viewpoint of east Section E and west Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



East viewpoint of east side of Section E and west Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



North viewpoint of middle of Section F.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885

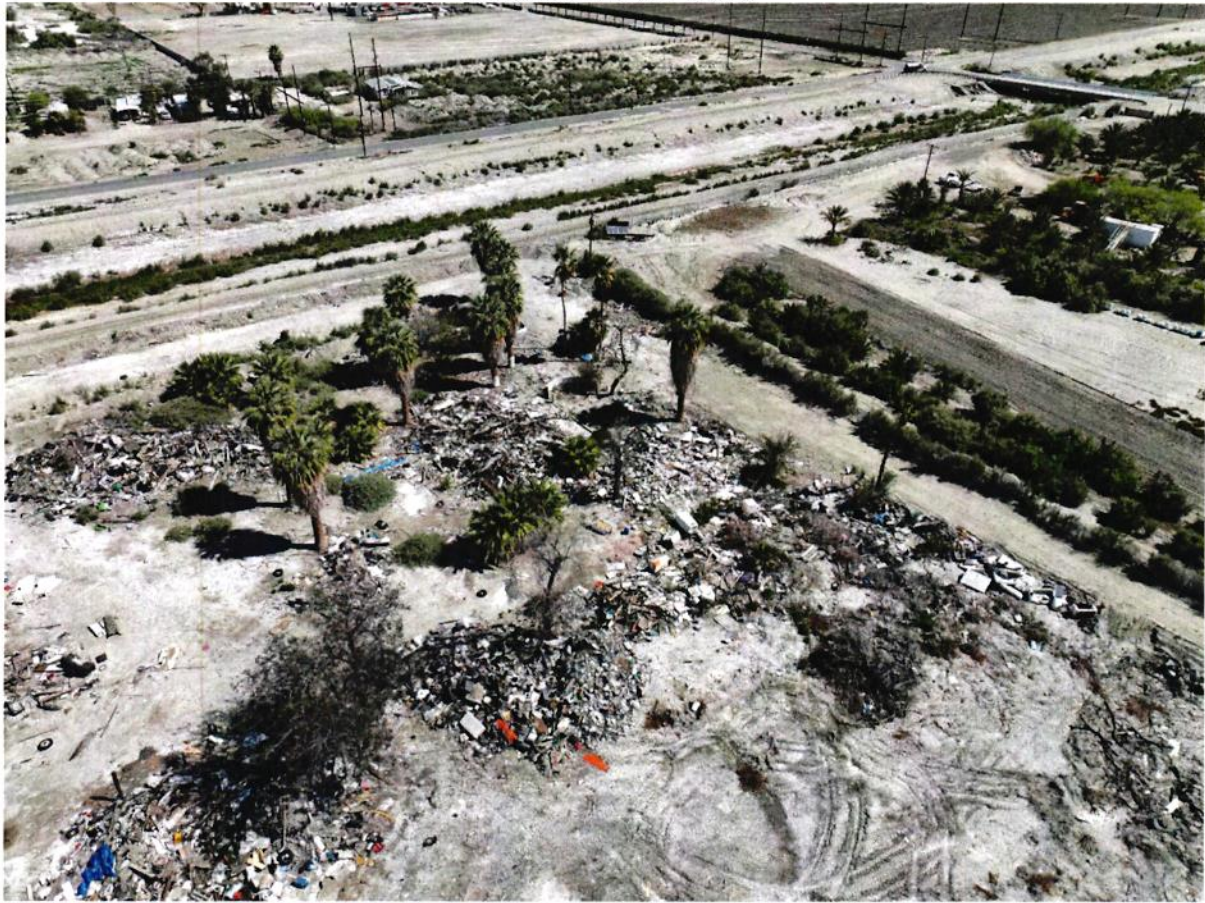


Southeast viewpoint of northeast corner of Section G.

Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885



Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
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Case #CVAR21-0885



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Riverside County Code Enforcement – Palm Desert Office
Property Address: 87871 Avenue 52, Coachella CA 92236
(APN# 763-150-013)
Case #CVAR21-0885





SCAQMD GUIDELINES FOR ASBESTOS SITE CLEAN-UPS

RULE 1403 PROCEDURE 5 PLANS

Procedure 5 Plans are required to **clean-up any disturbed** Asbestos Containing Materials, but not limited to:

- Clean-up of any Associated Disturbance¹ of Asbestos Containing Material – R1403(d)(1)(C)(ii)(V),
- Removal of asbestos using an alternative combination of techniques and/or engineering controls - R1403(d)(1)(D)(i)(V)(1),
- Removal of asbestos using **pre-approved**, specific techniques and/or engineering controls – R1403(d)(1)(D)(i)(V)(2), and
- Removal of asbestos that has suffered damage from fire, explosion, or natural disaster – R1403(d)(1)(D)(ii)(I).

Examples of asbestos abatement projects requiring Approved Alternative Procedure 5 Plans are, but not limited to:

- Removal of subterranean transite or asbestos-containing coal-tar wrapped pipe
- Clean-up of any spill or improperly removed, handled or disposed ACM, nonfriable Class II ACM or ACWM
- Clean-up of ACM and/or asbestos contaminated soil from crawlspaces from any site, and
- Clean-up of buried ACM or ACWM from landfills, waste sites, grading operations, etc.
- Request for using power tools to remove asbestos inside modified containments
- Demolition of “red tag” buildings (structurally unsound)
- Clean-up of ACM delamination, fallout or damage due to building settling, weathering, seismic events, improper maintenance practices, impacted during building operations, etc.

To obtain Procedure 5 Plan approval, use the [Rule 1403 Asbestos Notifications Web Application](#) to submit the **plan, survey, Notification, and any other documents with online payment**. For after-hours emergency submittals, submit the above information and immediately call **1-800-CUT-SMOG** to request expedited review by an Asbestos Supervisor. Approval through the Rule 1403 Asbestos Notifications Web Application may be issued immediately in most emergency cases.

For additional information, call the Asbestos Hotline at (909) 396-2336.

The **Procedure 5 Plan** submittal should include the following attachments prior to SCAQMD review:

- Completed **Notification** through the [Rule 1403 Asbestos Notifications Web Application](#)
- **Site Survey**³ report documenting the sampling and analysis of suspect asbestos-containing building materials to be abated
- **Procedure 5 Clean-up Plan** documenting the cause of the asbestos disturbance, extent of the site contamination, and the CAC’s observations, findings, recommendations and response action(s)
- Sample(s) chain of custody and the lab analysis report must be included as part of the formal survey report
- Site map, plot plan, or drawing, showing street names and nearby sensitive receptors
- Photographs (if available) with identifying notations to assist in evaluating the project
- List of SCAQMD permitted equipment to be used in the project including serial and permit numbers
- Signature of the California Certified Asbestos Consultant (CAC) that prepared the plan, and
- CEQA Applicability Form 400 for any demolition, excavation or site grading activity exceeding 20,000 sq. ft.
- Content/property release/waiver (if applicable) holding blameless the abatement contractor, consultant and SCAQMD in the event that contaminated property must be disposed, or if property owner’s wish to retain asbestos-contaminated property

Procedure 5 Clean-up Plans should be brief, in outline form and not more than four pages long (in most cases) but should include the:

- Scope of the overall project
- Asbestos material(s) at the site, its condition, type, amount and specific location(s) within the site
- Abatement project stages
- Provisions for site preparation and control, prevention of contamination migration, include ingress/egress zones
- Engineering work practices and asbestos emission controls
- Procedures for work area clean-up and/or decontamination after bulk removal
- Provisions for handling, storing, transporting and disposing of the asbestos containing waste
- Air monitoring type(s) and clearance level to be achieved, and
- Type and amount of asbestos remaining on site (if any) to be removed or managed in place and by whom⁴
- Reference to, and recommended disposition of, asbestos-contaminated contents/property.

Per R1403(d)(1)(D)(i)(V)(3) – *“No person shall use a Procedure 5 Approved Alternative without complying with all of the conditions and limitations set forth therein”*

¹Associated disturbance of asbestos is defined in Rule 1403(c)(8) as any crumbling or pulverizing of ACM or nonfriable Class II ACM, or generation of uncontrolled visible debris from ACM or nonfriable Class II ACM.

²AHERA requires aggressive air clearances for schools

³Survey reports must comply with R1403(d)(1)(A), 40CFR763-Subpart E, and B&P7180 requirements

⁴Removal of intact ACM and PACM remaining on site is a separate project and not covered by the plan approval.

2024

AQMD COMPREHENSIVE ASBESTOS SURVEY OF A DEBRIS FIELD

Riverside County Code Enforcement

Aaron Aceves, Senior Code Enforcement Officer

Survey Site: 87871 Avenue 52
Thermal, CA 92274

Reference # 2024-004 AS,

Survey of an approximate 4-acre site located on APN# 763-150-013. No structures remain on this site. The entire area has dispersed construction debris, green waste, hazardous waste, electronic waste, and rubbish. This site is scheduled for abatement.

Map My County Map

Asbestos Survey 3/9/24



Heidi Barrios, MBA, REHS, CAC
Inland Empire Environmental Consulting
Survey Date: 3/09/2024
Report Date 3/30/2024



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Title Page

Reference Number: 2024-004 AS

Date of Report: March 30, 2024

Date of Field Evaluation: March 9, 2024

Individual Requesting Evaluation: Aaron Aceves
Code Enforcement Officer
Riverside County Code Enforcement
77588 El Duna Ct, Suite H
Palm Desert, CA 92211

Survey Site: 4 Acres of debris on the ground.
87871 Avenue 52
Thermal, CA 92274

Principal Investigator / Author: Heidi Barrios, MBA, REHS, CAC
Certified Asbestos Consultant
CAC, DOSH #17-5974
Inland Empire Environmental Consulting
18385 Mariposa Avenue
Riverside, CA 92508

Heidi Barrios, CAC



Summary:

A comprehensive survey of all accessible, suspect materials was conducted. The sampling protocol is described in Section 2 of this report.

The purpose of this assessment is to determine the amount of asbestos within the debris distributed on the ground, over a 4-acre area, on this rural parcel located at 87871 Avenue 52, Thermal, CA. The debris and refuse were illicitly disposed of to the ground over several years. The debris and refuse will be scheduled for proper abatement.

This site was surveyed, and sections marked with survey stakes and survey string. The site was divided into 8 zones, based upon site conditions and distribution of waste streams. The Zones are designated (A – H,). Suspect asbestos containing material (ACM) was sampled within each zone. In addition, waste streams were identified within each zone. Zone (F) was previously surveyed on October 30, 2023, see report 2023-032 AS, that identified 36,000 cubic feet of friable ACM. See this separate report for full details.

No suspect materials were identified in zones (C & H); therefore, no samples were taken. In zones (A, B, D, E, G) a total of 42 (forty-two) bulk building material samples were taken for analysis which resulted in a total of 56 (fifty-six) analyses. 9 (nine) samples analyzed were found to contain one percent or greater asbestos and are located in zones B, E & G. The result of each laboratory analysis can be found in Table 1 and in the Laboratory Analysis. Sampling locations and locations of discovered asbestos containing materials ACM are illustrated in diagrams 1 and 2. This amounts to approximately 2,600 cubic feet of **South Coast Air Quality Management District (SCAQMD), friable, ACM**, construction debris.

Heidi Barrios, a Certified Asbestos Consultant, (#17-5974) and a State of California, Division of Occupational Safety and Health (DOSH) Certified Building Inspector, (CA-015-05) conducted the inspection on March 9, 2024.

See "CONCLUSION" for required actions by the owner and/or responsible party.

Site Map

Map My County Map

Asbestos Survey 3/9/24



AQMD ASBESTOS SURVEY

1.0 Purpose of Survey:

The Clean Air Act required the USEPA to develop and enforce regulations to protect the general public from exposure to airborne contaminants known to be hazardous to human health. The EPA established the National Emission Standards for Hazardous Air Pollutants (NESHAP) under the authority of Section 112 of the Clean Air Act.

The Asbestos NESHAP requires that a thorough asbestos survey be conducted prior to commencement of any renovation or demolition and specifies that building materials containing greater than 1% asbestos are considered asbestos-containing material (ACM) and is considered asbestos waste. In addition, the provisions of the California Labor Code, Section 6501.8 (b) and Title 8, CCR 341.6 specify that asbestos-containing construction material (ACCM) is identified as any manufactured construction material greater than 0.1 % asbestos. This standard is for occupational exposure.

Evaluation of the possible sources of ACM in the accessible areas of the above-mentioned structure must be completed in accordance with SCAQMD District Rule 1403 prior to demolition of building structures.

2.0 Sampling Methodology:

2.1 Quantity of Samples:

The survey was conducted in accordance with guidelines established by the U.S. EPA in its 1985 publication, *Guidance for Controlling Asbestos Containing Materials in Buildings*, Office of Pesticides and Toxic Substance, EPA 560/5-85-024, and the requirements of the Asbestos NESHAP and the local AQMD. Certain aspects of the U.S. EPA's Asbestos Hazard Emergency Response Act (AHERA) bulk sampling protocol were used during the inspection to physically assess each sample and to categorize sampled materials.

For friable materials the provisions of 40 CFR 763.107 are followed (minimum of 3 samples for suspected friable building materials).

For non-friable materials [vinyl tile, roofing products, vinyl floor coverings, transite sheeting and pipes, sheet rock, stucco, etc.] A minimum of 3 samples were taken of each suspected non-friable material.

2.2 Gathering Suspected Asbestos-Containing Material:

Each suspect ACM identified was sampled in accordance with sampling guidelines established by USEPA.

First, the suspected material is wetted with water to minimize possible fiber release. Tools are then used to free the suspect material from its substrate. The material is then placed in its own sample bag and labeled with a unique number ("Client's Sample Number"). The samples are then transported to the lab for analysis.

3.0 Analysis:

Asbestos bulk analysis using dispersion staining and polarized light microscopy (PLM). The methodology used is EPA 600/ R-93/116. Patriot Lab at 1041 S. Placentia Avenue, Fullerton, CA 92831 is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory (Lab code 200358-0). Phone # (714) 607-5227.

Patriot Lab conducted asbestos samples analysis. See attached lab results from Patriot Lab.

4.0 TABLES

Asbestos-Containing Materials: Tables 1

Tables list the samples that contain asbestos (greater than 1% asbestos). The table provides the sample number, diagram number depicting location of the sample, description of the sampled material and percentage of asbestos present.

1: Total Friable, ACM: Approximately 2,600 cubic feet of construction debris.

Sample Number	Description	Location	Diagram Number	% Asbestos
TB1-004	Acoustical Ceiling	Zone B	2	5% Chrysotile
TB2-005	Acoustical Ceiling	Zone B	2	5% Chrysotile
TB3-006	Acoustical Ceiling	Zone B	2	5% Chrysotile
TG1-009	Sheet Vinyl	Zone G	2	10% Chrysotile
TG2-010	Sheet Vinyl	Zone G	2	10% Chrysotile
TG3-011	Sheet Vinyl	Zone G	2	10% Chrysotile
TG4-012	Sheet Vinyl	Zone G	2	10% Chrysotile
TE4-016C	Joint Compound	Zone E	2	3% Chrysotile
TE5-017C	Joint Compound	Zone E	2	3% Chrysotile

Materials are damaged, non-intact, and considered friable because the materials originate from unknown, uncontrolled, demolition.

Building Materials Not Containing Asbestos: Table 2

The following suspect materials were tested, and no asbestos was detected: stucco, vinyl tile, sheet vinyl, plaster, drywall, skim coat, joint compound, and roofing.

Sample Number	Description	Diagram Number	% Asbestos
TA1-001	Gray Suspect Transite	1	No Asbestos
TA2-002	Gray Suspect Transite	1	No Asbestos
TA3-003	Gray Suspect Transite	1	No Asbestos
TB4-007	Gray Stucco	1	<1%
TB5-008	Gray Stucco	1	<1%
TE1-013	Black Roofing	1	No Asbestos
TE2-014	Black Roofing	1	No Asbestos
TE3-015	Black Roofing	1	No Asbestos
TE4-016A	White Drywall	1	No Asbestos
TE4-016B	White/Green Skim Coat	1	No Asbestos
TE5-017A	White Drywall	1	No Asbestos
TE5-017B	White/Green Skim Coat	1	No Asbestos
TE6-018A	White Drywall	1	No Asbestos
TE7-019	Gray Stucco	1	No Asbestos
TE8-020	Gray Stucco	1	No Asbestos
TE9-021	Gray Stucco	1	No Asbestos
TE10-022	White Roofing	1	No Asbestos
TE11-023	Black Roofing	1	No Asbestos
TD1-024	Gray Stucco	1	No Asbestos
TD2-025	Gray Stucco	1	No Asbestos
TD3-026	Gray Stucco	1	No Asbestos
TD4-027A	White Drywall	1	No Asbestos
TD4-027B	White Skim Coat	1	No Asbestos
TD4-027C	White Joint Compound	1	No Asbestos
TD5-028A	White Drywall	1	No Asbestos
TD5-028B	White Skim Coat	1	No Asbestos
TD5-028C	White Joint Compound	1	No Asbestos
TD6-029A	White Skim Coat	1	No Asbestos
TD6-029B	White Joint Compound	1	No Asbestos
TD7-030A	White Drywall	1	No Asbestos
TD7-030B	White Skim Coat	1	No Asbestos
TD7-030C	White Joint Compound	1	No Asbestos
TD8-031A	White Plaster	1	No Asbestos
TD8-031B	Green/White Skim Coat	1	No Asbestos
TD9-032	White/Brown Sheet Vinyl	1	No Asbestos
TD10-033	Beige Vinyl Tile	1	No Asbestos
TD11-034	White Sheet Vinyl	1	No Asbestos
TD12-035	Beige Vinyl Tile	1	No Asbestos
TD13-036A	White Drywall	1	No Asbestos

TD13-036B	White Skim Coat	1	No Asbestos
TD14-037	Grey/White Ceiling Tile	1	No Asbestos
TD15-038	Grey/White Ceiling Tile	1	No Asbestos
TD16-039	Grey/White Ceiling Tile	1	No Asbestos
TD17-040	White Sheet Vinyl	1	No Asbestos
TD18-041	Black Roofing	1	No Asbestos
TD19-042	Black Roofing	1	No Asbestos

Notes:

- Asphalt was not present at this site.

5.0 Discussion Concerning Inaccessible Areas:

An inspection was made of all accessible areas on the site. An area is considered accessible if it can be fully explored. If the inspector feels it is unsafe to enter an area, or if size or site considerations restrict entry, the area is considered inaccessible. Speculations on whether an area might contain asbestos are based on the inspector's knowledge and experience. Based on the material present at the site, the difficult site conditions, the depth of each debris field and the weight of the waste, it is possible that additional asbestos containing material may be found.

If during abatement, additional ACM is identified (e.g., discovered in inaccessible areas) abatement of this area must cease. The suspect ACM must be kept wet, and area cordoned off. The (CAC), will complete a site assessment and possible sampling of any additional suspect materials found. Further determinations will be made as necessary.

6.0 Conclusion:

Asbestos containing building materials in zones (A, B, D, E, G) are present at 87871 Avenue 52 Thermal, CA. There is approximately 2,600 cubic feet of construction debris on the ground of the defined areas. Diagram 2 depicts the location, type, and amount of ACM. ACM is classified as friable since it was subject to unknown and uncontrolled demolition.

Zone F is addressed in report 2023-032 AS, dated December 4, 2023.

7.0 Recommendations:

1. The demolition contractor shall provide notification to SCAQMD, postmarked ten (10) working days prior to starting any asbestos removal for **any demolition**.
2. The abatement contractor shall provide notification to Cal/OSHA.
At a temporary worksite, notify the nearest Cal/OSHA District Enforcement Office 24 hours prior to work (ref. 1529® & 5203).
3. Abate the ACM in accordance with Cal/OSHA regulations and SCAQMD rule 1403.
4. A registered asbestos abatement contractor must be employed to remove the ACM.
5. An approved Procedure 5 is required for the removal of all ACM.

Note: If during abatement of debris, additional ACM is identified (e.g., discovered in inaccessible areas) abatement in these areas must cease, until the CAC has assessed the discoveries.

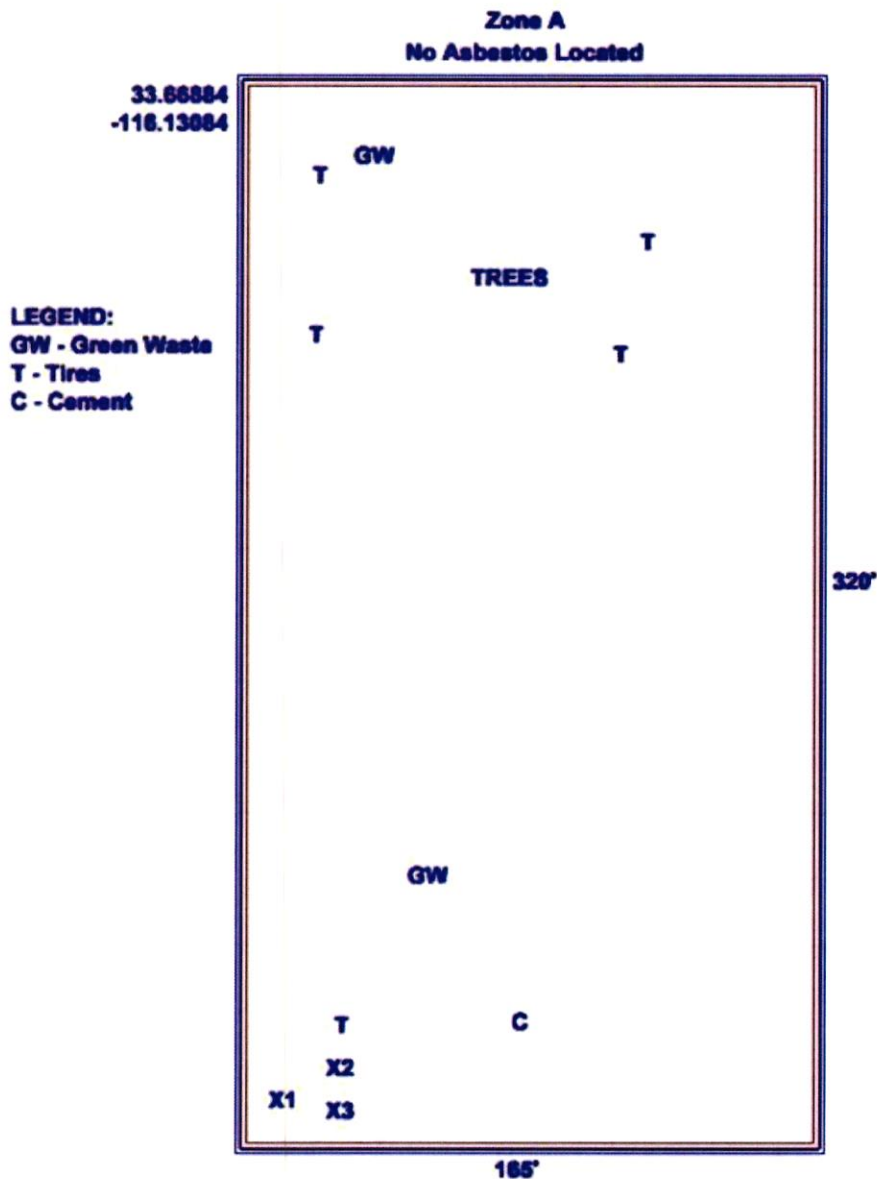
8.0 Diagrams:

Diagram 1 - Asbestos Sampling Points:

Parcel located at: 87871 Avenue 52, Thermal, CA

An "X" illustrates the locations of samples taken. The client's sample number (for reference to the lab report in the appendix) may be obtained by attaching the prefix "T -" to each location number. X# illustrates a positive ACM.

Zone A

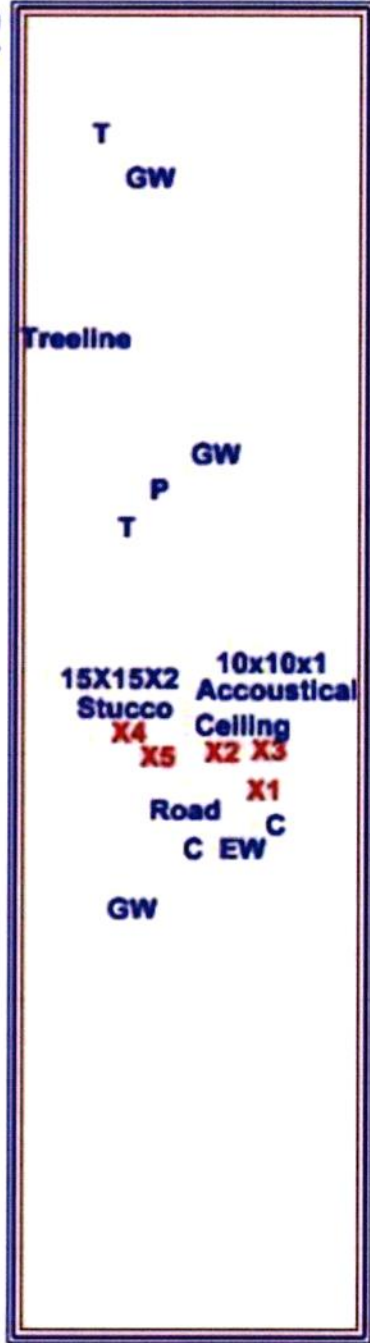


Zone B

Zone B
Asbestos Found

33.66890
-116.13277

- LEGEND:**
T - Tires
P - Pipes
GW - Green Waste
C - Cement
EW - Electronic Waste



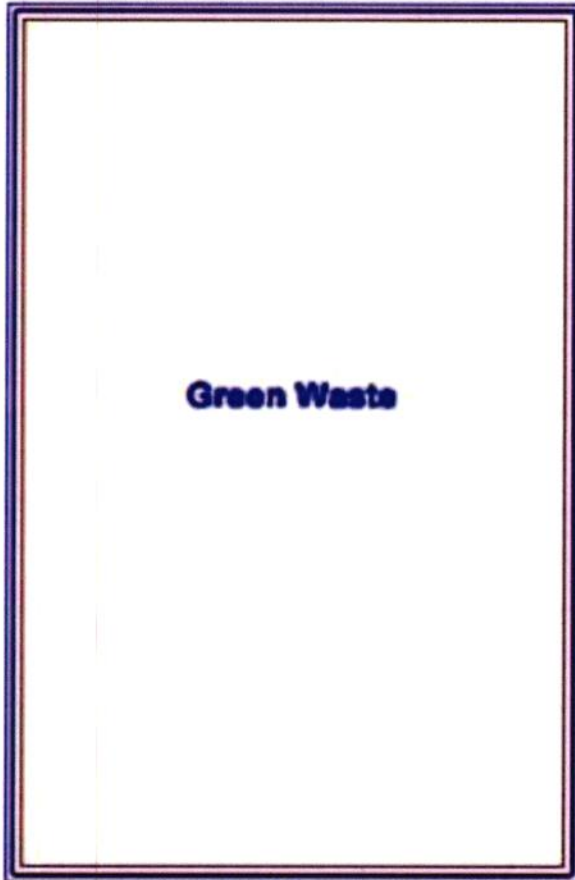
320'
Boat

82'

Zone C

Zone C
No Asbestos Located

33.67061
-116.13182

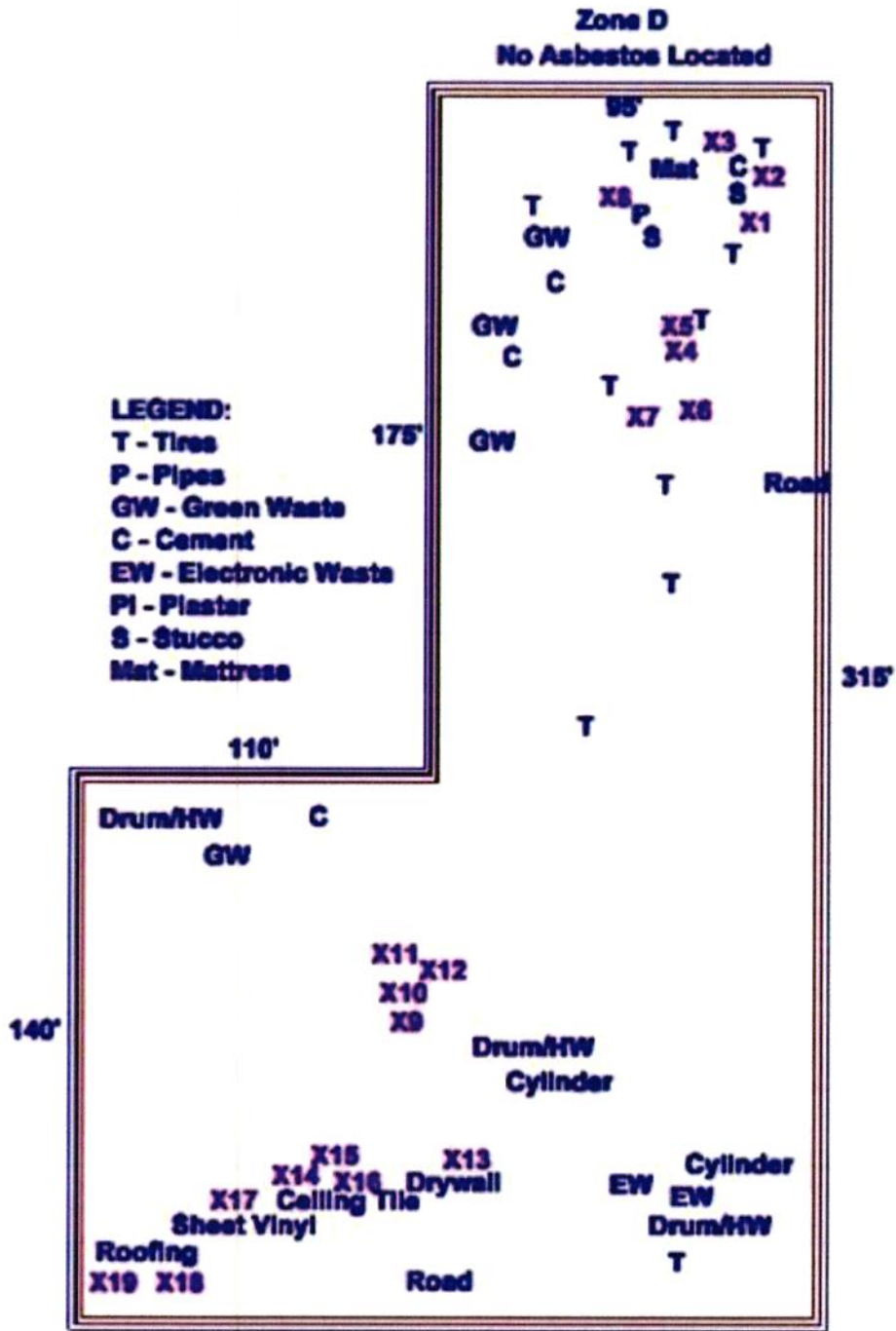


Green Waste

175'

110'

Zone D



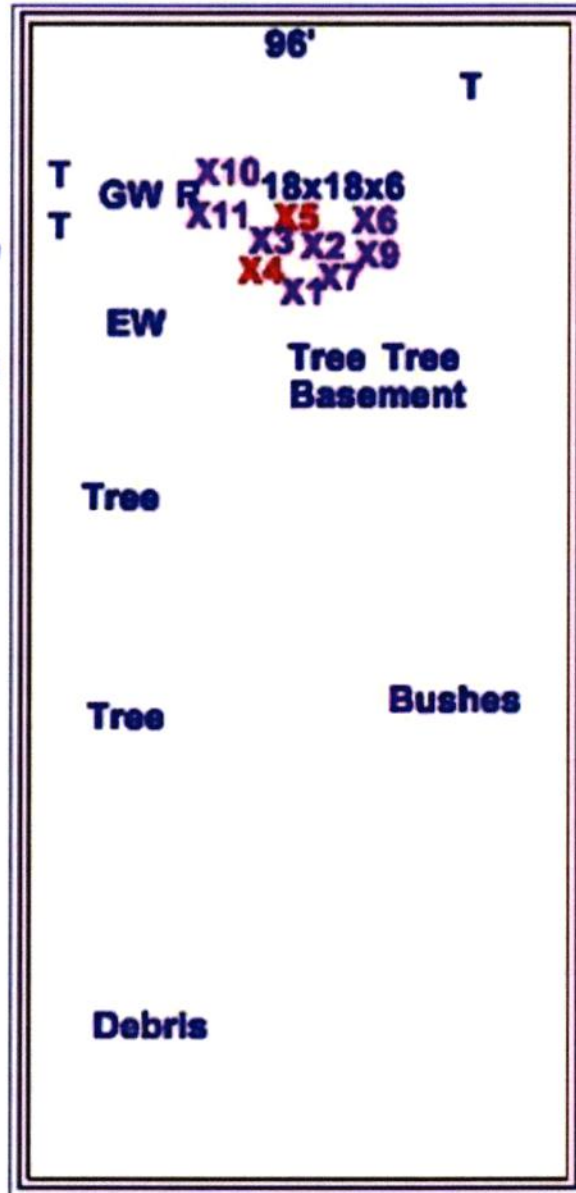
Zone E

**Zone E
Asbestos Found**

LEGEND:

- T - Tires**
- GW - Green Waste**
- EW - Electronic Waste**
- R - Roofing**

Road

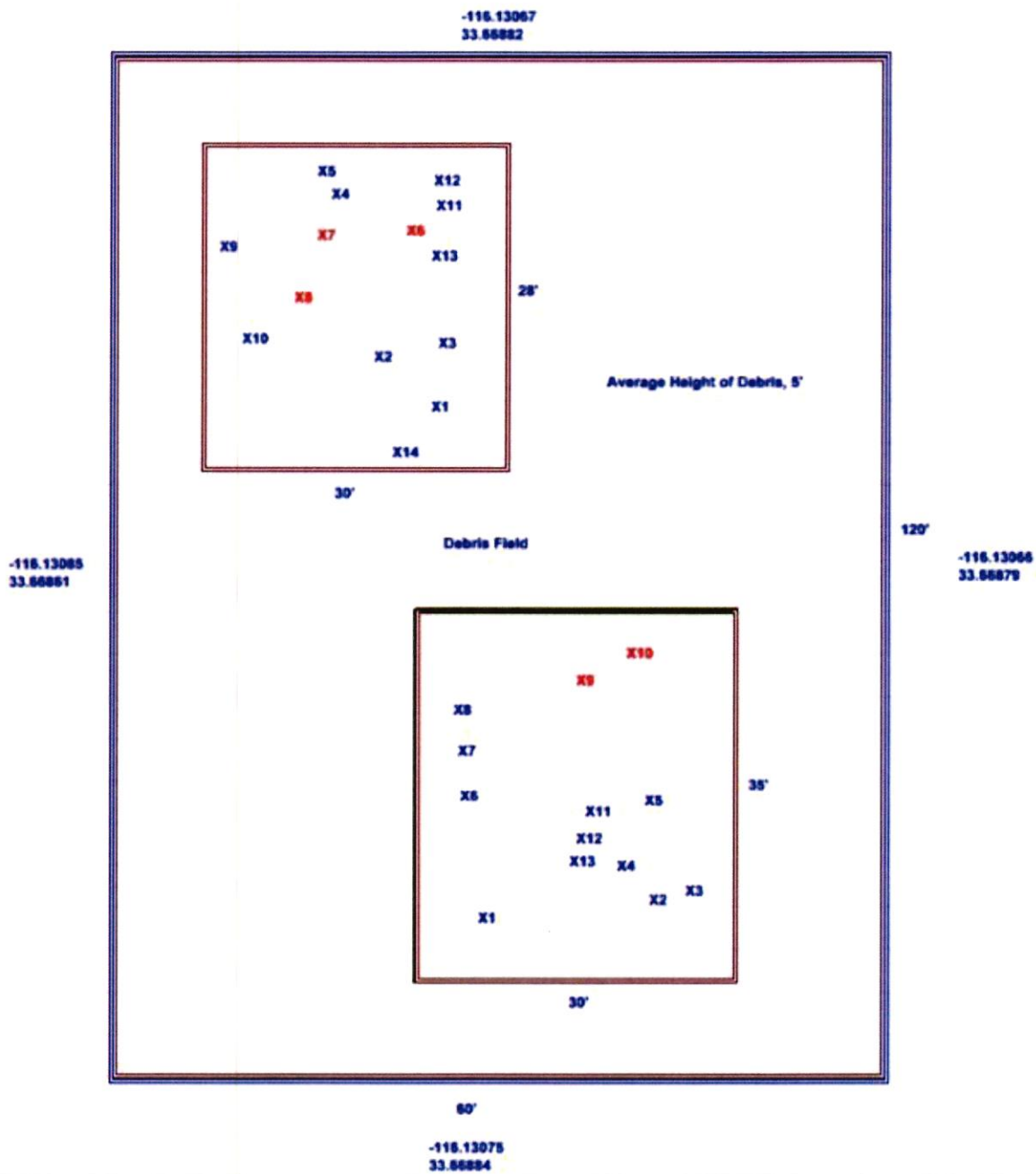


**33.68865
-116.13102**

218'

Zone F

See report 2023-023-AS for full details.

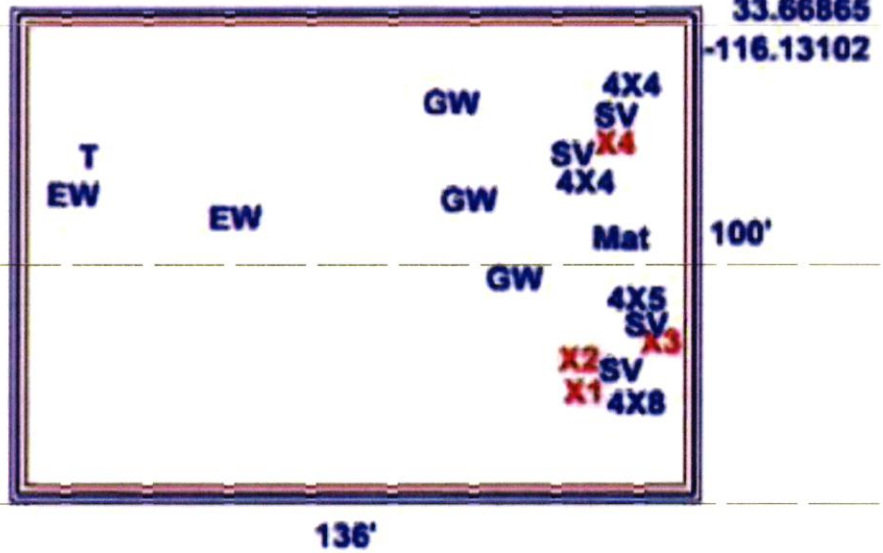


Zone G

Zone G
Asbestos Found

LEGEND:

- T - Tires
- GW - Green Waste
- EW - Electronic Waste
- Mat - Mattress
- SV - Sheet Vinyl



Zone H

Zone H
No Asbestos Found

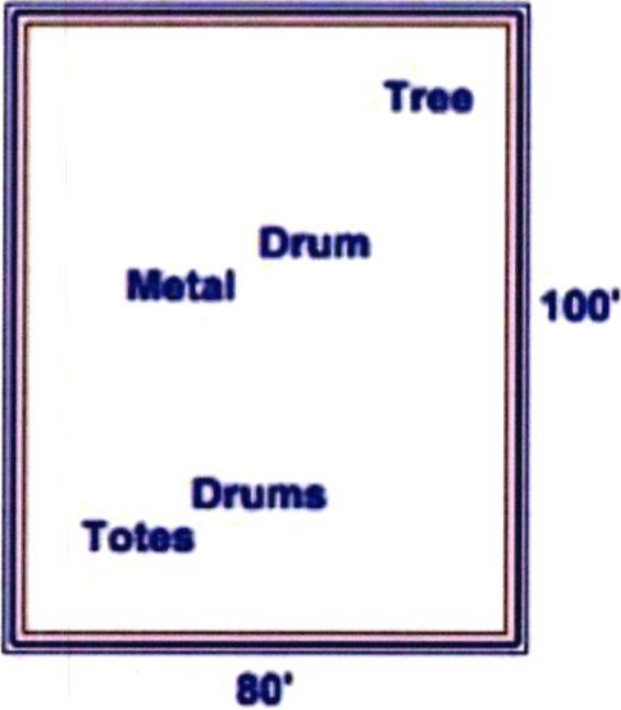


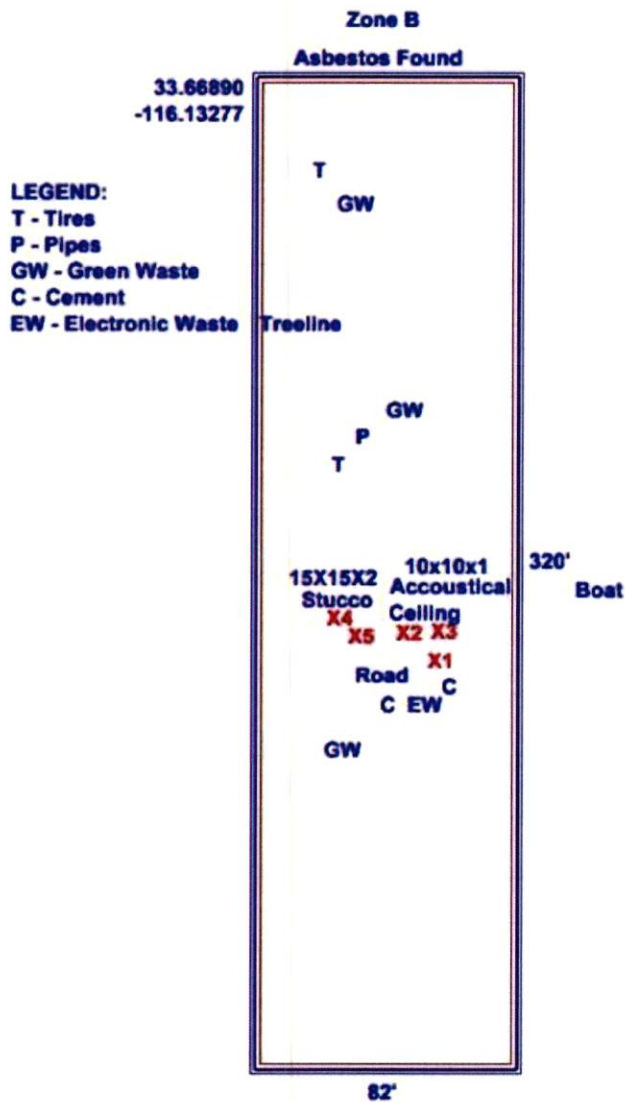
Diagram 2 – Asbestos Containing Building Material

Parcel located at: 87871 Avenue 52, Thermal, CA

Illustrated are the location, type, and square footage of the ACM locations for future abatement.

- Abate approximately 500 cubic feet of construction debris in an approved manner.

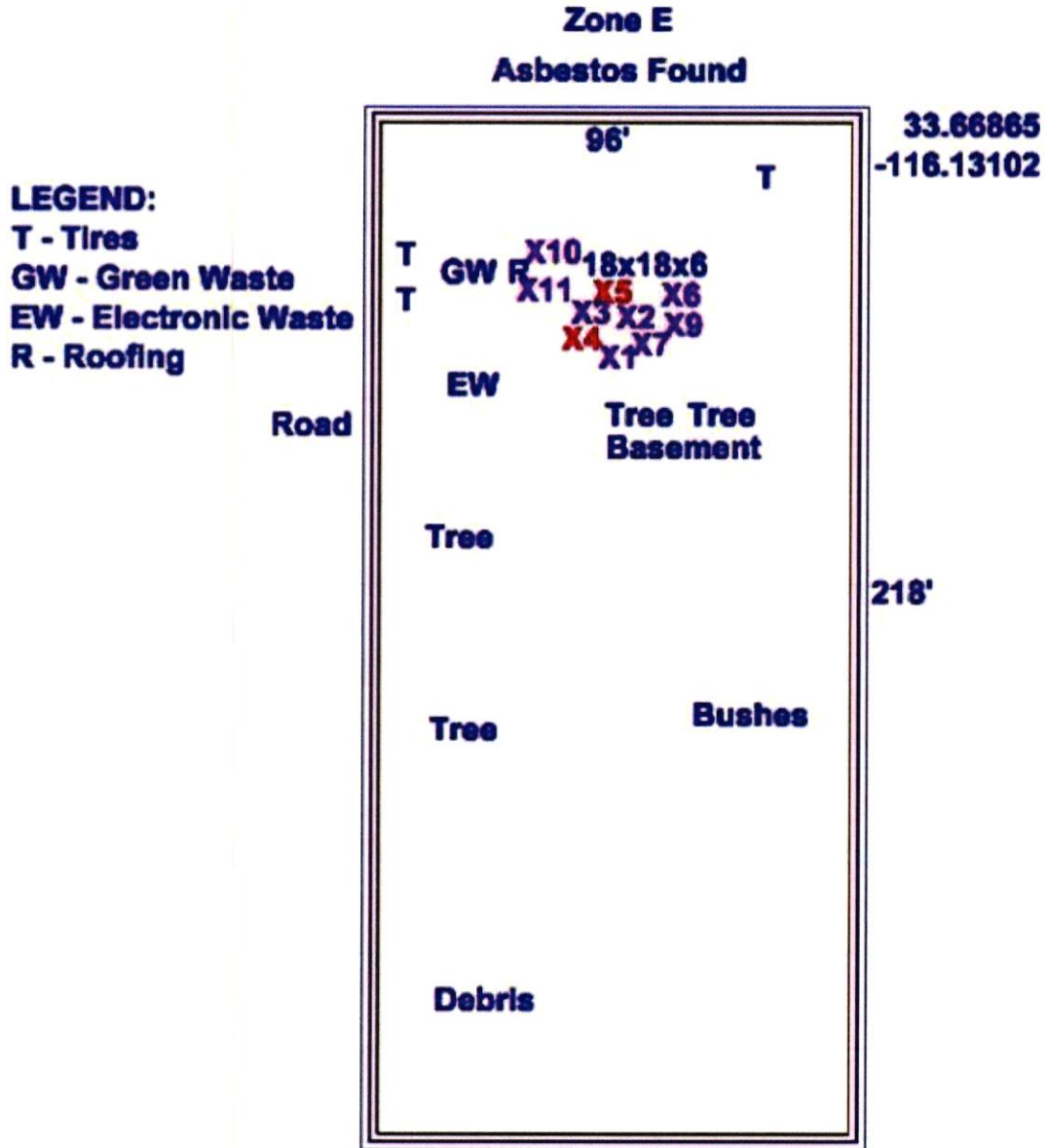
Zone B



The stucco and acoustical ceiling are found along the southern road/pathway, to the west of the boat. There is approximately (450 cubic feet) of stucco debris and 100 square feet (50 cubic feet) of acoustical ceiling commingled with soil and other debris.

Zone E

- Abate approximately 2000 cubic feet of construction debris commingled with ACM, joint compound, in an approved manner.

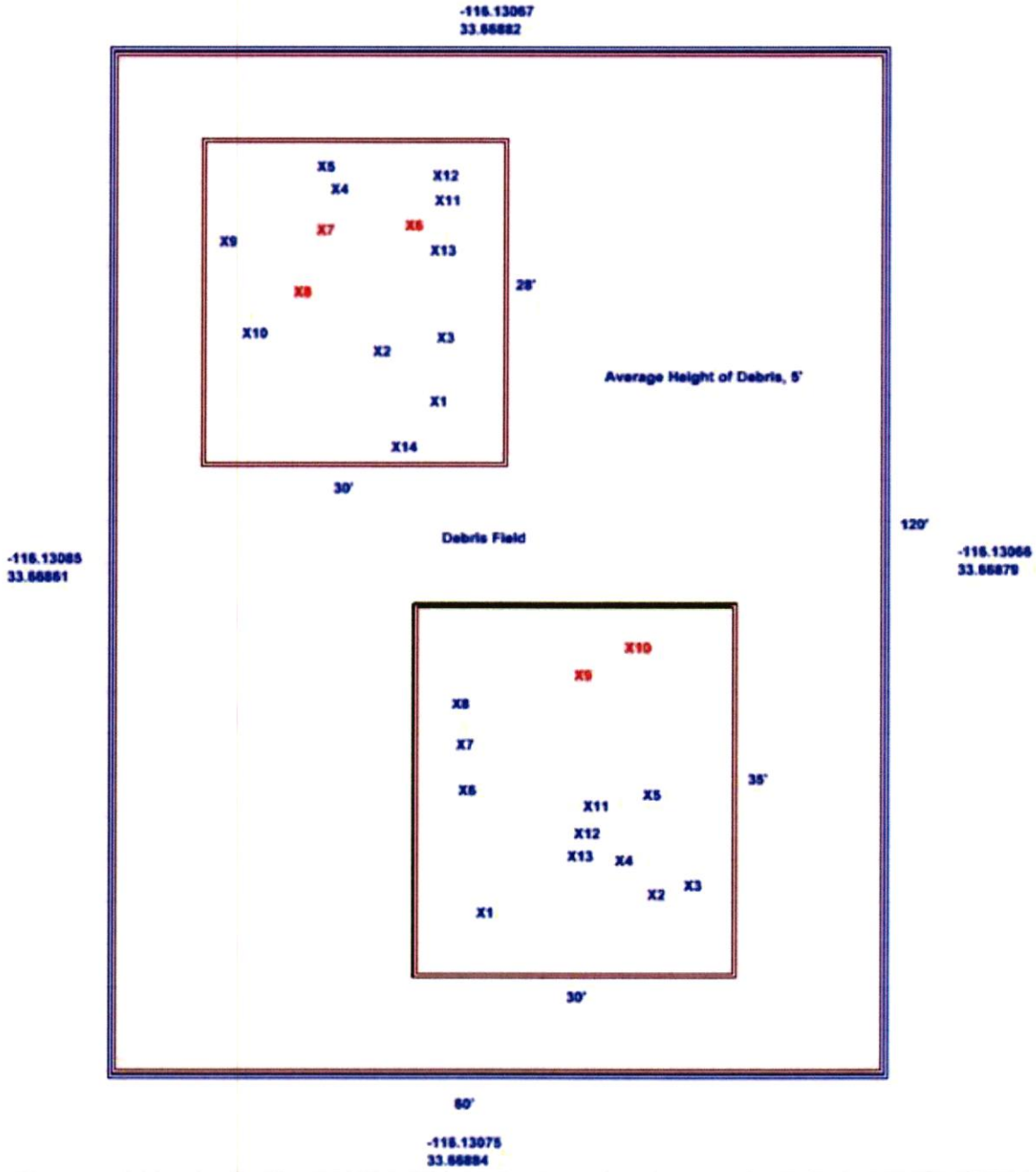


The drywall, skim coat, joint compound, wall system is dispersed at the eastern side of the debris pile. It is observed to be within an approximate area that is (18'X18'X6'), approximately 2000 cubic feet.

0

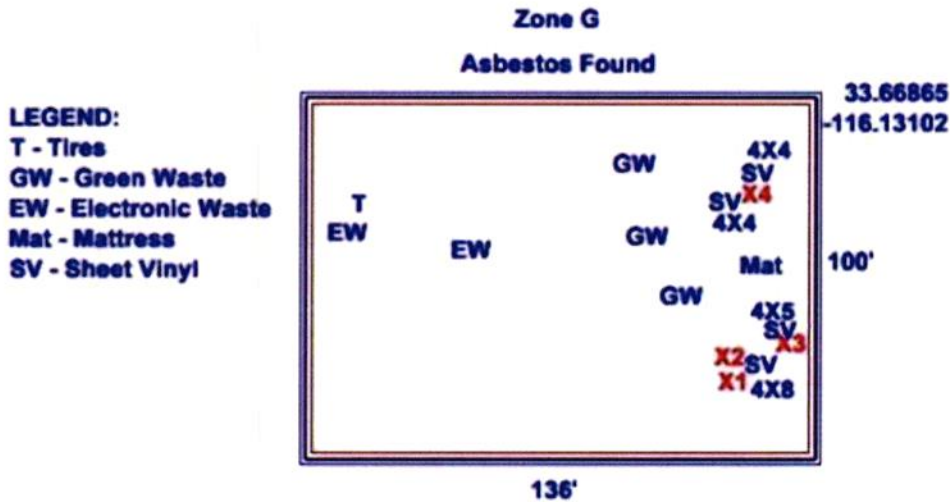
Zone F

See abatement details in report 2023-023 AS (The quantity of ACM in this zone is not addressed in this report).



Zone G

- Abate approximately 100 cubic feet of construction debris in an approved manner.



This sheet vinyl is found near the eastern roadway and is affixed to plywood and not commingled into the debris, approximately 90 square feet. This will be quantified as **100 square feet** to include the materials associated with the ACM.

9.0 Appendix:

Asbestos Laboratory Results

Certificate of Analysis
PLM Asbestos Identification

tel - 714-607-5227
 free - 855-958-7522
 OCLab@patriotlab.com
 1041 S. Placentia Avenue, Fullerton, CA 92831



Inland Empire Environmental
 Consulting
 18385 Mariposa Ave
 Riverside, CA 92508

Report Number: 1023200
 Project Number: 2024-006AS
 Project Name: RivCo Code - Thermal
 Project Location: 87871 Avenue 52, Thermal

Date Collected: 3/9/2024
 Date Received: 3/14/2024
 Date Analyzed: 3/19/2024
 Date Reported: 3/19/2024

Collected By: Heidi Barrios
 Claim Number:
 PO Number:
 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-001 TA1	Zone A	Transite	Grey White	100% Cellulose
Total Asbestos	None Detected			
1023200-002 TA2	Zone A	Transite	Grey White	100% Cellulose
Total Asbestos	None Detected			
1023200-003 TA3	Zone A	Transite	Grey White	100% Cellulose
Total Asbestos	None Detected			
1023200-004 TB1	Zone B	Acc Ceiling	White	95% Non-Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			
1023200-005 TB2	Zone B	Acc Ceiling	White	95% Non-Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			
1023200-006 TB3	Zone B	Acc Ceiling	White	95% Non-Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			

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Collected By: Heidi Barrios
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 PO Number:
 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-007 TB4	Zone B	Stucco	Grey White	100% Non-Fibrous Material
Chrysotile	< 1 %			
Total Asbestos	< 1%			
1023200-008 TB5	Zone B	Stucco	Grey White	100% Non-Fibrous Material
Chrysotile	< 1 %			
Total Asbestos	< 1%			
1023200-009 TG1	Zone G	Sheet Vinyl	Tan Brown	75% Non-Fibrous Material 15% Cellulose
Chrysotile	10 %			
Total Asbestos	10 %			
1023200-010 TG2	Zone G	Sheet Vinyl	Tan Brown	75% Non-Fibrous Material 15% Cellulose
Chrysotile	10 %			
Total Asbestos	10 %			
1023200-011 TG3	Zone G	Sheet Vinyl	Tan Brown	75% Non-Fibrous Material 15% Cellulose
Chrysotile	10 %			
Total Asbestos	10 %			

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Collected By: Heidi Barrios
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 PO Number:
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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-012 TG4	Zone G	Sheet Vinyl	Tan Brown	75% Non-Fibrous Material 15% Cellulose
Chrysotile	10 %			
Total Asbestos	10 %			
1023200-013 TE1	Zone E	Roofing	Black	82% Non-Fibrous Material 18% Glass Fibers
Total Asbestos	None Detected			
1023200-014 TE2	Zone E	Roofing	Black	82% Non-Fibrous Material 18% Glass Fibers
Total Asbestos	None Detected			
1023200-015 TE3	Zone E	Roofing	Black	84% Non-Fibrous Material 16% Cellulose
Total Asbestos	None Detected			
1023200-016A TE4	Zone E	Drywall	White	88% Non-Fibrous Material 12% Cellulose
Total Asbestos	None Detected			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-016B TE4	Zone E	Skim Coat	White Green	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-016C TE4	Zone E	Joint Compound	Beige	97% Non-Fibrous Material
Chrysotile	3 %			
Total Asbestos	3 %			
1023200-017A TE5	Zone E	Drywall	White	88% Non-Fibrous Material 12% Cellulose
Total Asbestos	None Detected			
1023200-017B TE5	Zone E	Skim Coat	White Green	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-017C TE5	Zone E	Joint Compound	Beige	97% Non-Fibrous Material
Chrysotile	3 %			
Total Asbestos	3 %			

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Collected By: Heidi Barrios
 Claim Number:
 PO Number:
 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-018A TE6	Zone E	Drywall	White	88% Non-Fibrous Material 12% Cellulose
Total Asbestos	None Detected			
1023200-018B TE6	Zone E	Skim Coat	White Green	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-019 TE7	Zone E	Stucco	Grey White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-020 TE8	Zone E	Stucco	Grey White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-021 TE9	Zone E	Stucco	Grey White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-022 TE10	Zone E	Roofing	White	88% Non-Fibrous Material 12% Synthetic Fibers
Total Asbestos	None Detected			

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 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-023 TE11	Zone E	Roofing	Black	82% Non-Fibrous Material 18% Glass Fibers
Total Asbestos	None Detected			
1023200-024 TD1	Zone D	Stucco	Grey Beige	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-025 TD2	Zone D	Stucco	Grey Beige	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-026 TD3	Zone D	Stucco	Grey Beige	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-027A TD4	Zone D	Drywall	White	90% Non-Fibrous Material 10% Cellulose
Total Asbestos	None Detected			
1023200-027B TD4	Zone D	Skim Coat	White	100% Non-Fibrous Material
Total Asbestos	None Detected			

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Collected By: Heidi Barrios
 Claim Number:
 PO Number:
 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-027C TD4	Zone D	Joint Compound	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-028A TD5	Zone D	Drywall	White	90% Non-Fibrous Material 10% Cellulose
Total Asbestos	None Detected			
1023200-028B TD5	Zone D	Skim Coat	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-028C TD5	Zone D	Joint Compound	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-029A TD6	Zone D	Skim Coat	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-029B TD6	Zone D	Joint Compound	White	100% Non-Fibrous Material
Total Asbestos	None Detected			

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Collected By: Heidi Barrios
 Claim Number:
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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-030A TD7	Zone D	Drywall	White	90% Non-Fibrous Material 10% Cellulose
Total Asbestos	None Detected			
1023200-030B TD7	Zone D	Skim Coat	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-030C TD7	Zone D	Joint Compound	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-031A TD8	Zone D	Plaster	White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-031B TD8	Zone D	Skim Coat	Green White	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-032 TD9	Zone D	Sheet Vinyl	White Brown	82% Non-Fibrous Material 18% Cellulose
Total Asbestos	None Detected			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-033 TD10	Zone D	Vinyl Tile	Beige	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-034 TD11	Zone D	Sheet Vinyl	White	82% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-035 TD12	Zone D	Vinyl Tile	Beige	100% Non-Fibrous Material
Total Asbestos	None Detected			
1023200-036A TD13	Zone D	Drywall	White	86% Non-Fibrous Material 12% Cellulose 2% Glass Fibers
Total Asbestos	None Detected			
1023200-036B TD13	Zone D	Skim Coat	White	100% Non-Fibrous Material
Total Asbestos	None Detected			

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Collected By: Heidi Barrios
 Claim Number:
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 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-037 TD14	Zone D	Ceiling Tile	Grey White	25% Non-Fibrous Material 45% Cellulose 25% Glass Fibers
Total Asbestos		None Detected		
1023200-038 TD15	Zone D	Ceiling Tile	Grey White	25% Non-Fibrous Material 45% Cellulose 25% Glass Fibers
Total Asbestos		None Detected		
1023200-039 TD16	Zone D	Ceiling Tile	Grey White	25% Non-Fibrous Material 45% Cellulose 25% Glass Fibers
Total Asbestos		None Detected		
1023200-040 TD17	Zone D	Sheet Vinyl	White	80% Non-Fibrous Material 20% Cellulose
Total Asbestos		None Detected		

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Collected By: Heidi Barrios
 Claim Number:
 PO Number:
 Number of Samples: 56

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1023200-041 TD18	Zone D	Roofing	Black	82% Non-Fibrous Material 18% Glass Fibers

Total Asbestos None Detected

1023200-042 TD19	Zone D	Roofing	Black	84% Non-Fibrous Material 16% Glass Fibers
---------------------	--------	---------	-------	----------------------------------------------

Total Asbestos None Detected

Ian Reyes - Analyst

Kwin Sheena Legaspi - Lab Manager - Approved By

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR Appendix E to Subpart E of Part 763; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) or Trace means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report was issued by a NIST/NVLAP (Lab Code 200358-0) and CA Water Board ELAP (Cert. No. 2540) accredited laboratory and may not be reproduced, except in full without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, CA-ELAP or any government agency.

ASB_Rep_8.23

Victor Hiebert
 REPORT NUMBER (Lab Use Only)
 1023200



PATRIOT LAB - CHAIN OF CUSTODY

3/12/24 @ 3:30

COMPANY INFORMATION		PROJECT INFORMATION	
Company Name:	Inland Empire Environmental Consulting	Project No.:	2024-004 AS PO#:
Contact Person:	Heidi Barrios	Project Name:	RivCoCode - Thermal
Company Address:	18385 Mariposa Ave. Riverside, CA 92508	Project Location:	87871 Avenue 52, Thermal
Contact Phone:	951-675-4062	Sample(s) Collected By:	Heidi Barrios Date: 3/9/24
Email(s) For Report:	ieenvironmentalconsulting@gmail.com	Special Instructions:	Reference the project # on the payment receipt
Turnaround Time (Business Hours/Days)	<input type="checkbox"/> 1 HR <input type="checkbox"/> 3 HR <input type="checkbox"/> 6 HR <input type="checkbox"/> 24 HR <input type="checkbox"/> 48 HR <input checked="" type="checkbox"/> 72 HR <input type="checkbox"/> 5 DAY		

ANALYSIS REQUESTED			
ASBESTOS	<input checked="" type="checkbox"/> PLM (Bulk Asbestos) EPA 600/M4-82-020 EPA 600 / R-93 / 116	<input type="checkbox"/> PLM POINT COUNT 400	MICROBIOLOGY FUNGI Viable (Colony ID & Enumeration) <input type="checkbox"/> SWAB/BULK Non-Viable Surface <input type="checkbox"/> TAPE LIFT/SWAB/BULK <input type="checkbox"/> AIR SPORE TRAP
	<input type="checkbox"/> PCM (Fiber Count) NIOSH 7400	<input type="checkbox"/> PLM POINT COUNT 1000 <input type="checkbox"/> GRAVIMETRIC REDUCTION	
CHEMISTRY	LEAD BY FLAME AA - EPA 3050B/7420mod, NIOSH 7082mod <input type="checkbox"/> PAINT <input type="checkbox"/> DUST WIPE <input type="checkbox"/> SOILS/SOLIDS <input type="checkbox"/> AIR <input type="checkbox"/> WATER (non-potable)		
	LEAD WASTE PROFILE (by Flame AA) <input type="checkbox"/> Check here to perform ALL THREE tests necessary for disposal (5-7 Days TAT) <input type="checkbox"/> TLIC ONLY (Total Threshold by EPA 3050B mod) <input type="checkbox"/> STLC/CAL WET ONLY (CCR Ch11, Article 5, App II) <input type="checkbox"/> TCLP ONLY (EPA 133') (NOTE: Please provide approx. 200 grams (approx. 1/2 lb.) of sample for complete profile)		

ROTOMETER CALIBRATION Total Rotometers: pH TESTING (Soils, solids, liquids, misc.) EPA 9045

Sample ID	Sample Type	Location Sampled	Description of Sample (Material Type, Dimensions, etc.)	(FOR AIR SAMPLES ONLY)				
				Start Time	Stop Time	Total Min.	Avg. Flow Rate	Total Vol.
TA 1	Transite	Zone A <i>per HB</i>	Gray, fibrous					
TA 2	Transite	A	Gray, fibrous					
TA 3	Transite	A	Gray, fibrous					
TB 1	Acc Cel	B	White					
TB 2	Acc Cel	B	White					
TB 3	Acc Cel	B	White					
TB 4	Stucco	B	Gray					
TB 5	Stucco	B	Gray					

Relinquished By:	(Print) Heidi Barrios (Date) 3/12/24	(Sign) <i>Heidi Barrios</i> (Time) 7:00pm	Relinquished By:	(Print) _____ (Date) _____	(Sign) _____ (Time) _____
Received By:	(Print) Kathryn Medina KM (Date) 3/14/24	(Sign) <i>Kathryn Medina</i> (Time) 9:30	Received By:	(Print) _____ (Date) _____	(Sign) _____ (Time) _____

Method of Shipment / Preservation During Shipment: Fed Ex / None *FE*

Condition of Samples: Acceptable - YES/ NO

Comments:

1 of 3 over

REPORT NUMBER (Lab Use Only)

1023200

PAID
032116

PATRIOT LAB

FULLERTON | LOS ANGELES | SAN DIEGO | SAN JOSE
Tel: (888)743-0998 Email: laboratory@patriotlab.com

PROJECT NAME: RivCoCode - Thermal

PROJECT NUMBER: 2024-004 AS

Sample ID	Sample Type	Location Sampled	Description of Sample (Material Type, Dimensions, etc.)	(FOR AIR SAMPLES ONLY)					
				Start Time	Stop Time	Total Min.	Avg. Flow Rate	Total Vol.	
TG 1	SV	G Zone G	Tan / Brown						
TG 2	SV	G	Tan / Brown						
TG 3	SV	G	Tan / Brown						
TG 4	SV	G	Tan / Brown						
TE 1	Roofing E	Zone E	White / Black						
TE 2	Roofing E		White / Black						
TE 3	Roofing E		White / Black						
TE 4	Drywall SC/JC	E Zone E	Tan						
TE 5	Drywall SC/JC	E	White						
TE 6	Drywall SC/JC	E	White						
TE 7	Stucco E		Gray						
TE 8	Stucco E		Gray						
TE 9	Stucco E		Gray						
TE 10	Roofing E		White / Black						
TE 11	Roofing E		Black						
Relinquished By:		(Print) Heidi Barrios	(Sign) <i>Heidi Barrios</i>	Relinquished By:		(Print)	(Sign)		
		(Date) 3/12/24	(Time) 7:00 pm			(Date)	(Time)		
Received By:		(Print) Kathryn Medina	(Sign) <i>KM</i>	Received By:		(Print)	(Sign)		
		(Date) 3/14/24	(Time) 9:30			(Date)	(Time)		

v.09.30.2022

Notes: Patriot's holding time for all samples submitted 30 days for solid samples, 7 days for digests, and immediate for lead in air after analytical results are reported. Unless customer provides written instructions to extend holding time, samples will be disposed of in accordance with local, state, and federal law.

*3 Hour Turnaround Time available until 2pm PST. Gravimetric Reduction requires minimum 10 HR Turnaround Time. Viable fungi samples require minimum 5-7 days Turnaround Time. Bacterial cultures require minimum 30 HR Turnaround Time. STLC/CAL-WET and TCLP require minimum 72 HR Turnaround Time.

2 of 3

REPORT NUMBER (Lab Use Only)

1023200

PAID
033126

PATRIOT LAB

FULLERTON | LOS ANGELES | SAN DIEGO | SAN JOSE
Tel: (888)743-0998 Email: laboratory@patriotlab.com

PROJECT NAME: RivCoCode - Thermal
PROJECT NUMBER: 2024-004 AS

Sample ID	Sample Type	Location Sampled	Description of Sample (Material Type, Dimensions, etc.)	(FOR AIR SAMPLES ONLY)				
				Start Time	Stop Time	Total Min.	Avg. Flow Rate	Total Vol.
TD 1	Stucco D	zone D	Gray					
TD 2	Stucco D		Gray					
TD 3	Stucco D		Gray					
TD 4	DWSCJ D		White					
TD 5	DWSCJ D		White					
TD 6	DWSCJ D		White					
TD 7	DWSCJ D		White					
TD 8	Plaster D		Gray (layers)					
TD 9	SV D		Beige					
TD 10	VT D		Beige					
TD 11	SV D		Beige					
TD 12	VT D		Beige					
TD 13	DWSC D		White					
TD 14	Ceil. Tile D		White					
TD 15	Ceil. Tile D		White					
TD 16	Ceil. Tile D		White					
TD 17	SV D		Beige / Green					
TD 18	Roofing D		White / Black					
TD 19	Roofing D		Black					
Relinquished By: Heidi Barrios (Print) Heidi Barrios (Sign)				Relinquished By: (Print) (Sign)				
3/12/24 (Date) 7:00pm (Time)				(Date) (Time)				
Received By: Kathryn Medina km (Print) Kathryn Medina km (Sign)				Received By: (Print) (Sign)				
3/14/24 (Date) 9:30 (Time)				(Date) (Time)				

Notes: Patriot's holding time for all samples submitted 30 days for solid samples, 7 days for digests, and immediate for lead in air after analytical results are reported. Unless customer provides written instructions to extend holding time, samples will be disposed of in accordance with local, state, and federal law.

*3 Hour Turnaround Time available until 2pm PST. Gravimetric Reduction requires minimum 10 HR Turnaround Time. Viable fungi samples require minimum 5-7 days Turnaround Time. Bacterial cultures require minimum 30 HR Turnaround Time. STLC/CAL-WET and TCLP require minimum 72 HR Turnaround Time.

3 of 3

Photographs
Site located at: 87871 Avenue 52, Thermal, CA



Photograph 1 – illustrates sample TB1 white, acoustical ceiling from Zone B, asbestos present (5% Chrysotile).



Photograph 2 – illustrates sample TB2 white, acoustical ceiling from Zone B, asbestos present (5% Chrysotile).



Photograph 3 – illustrates sample TB3 white, acoustical ceiling from Zone B, asbestos present (5% Chrysotile).



Photograph 4 – illustrates sample TG1 tan/brown, sheet vinyl from Zone G, asbestos present (10% Chrysotile).



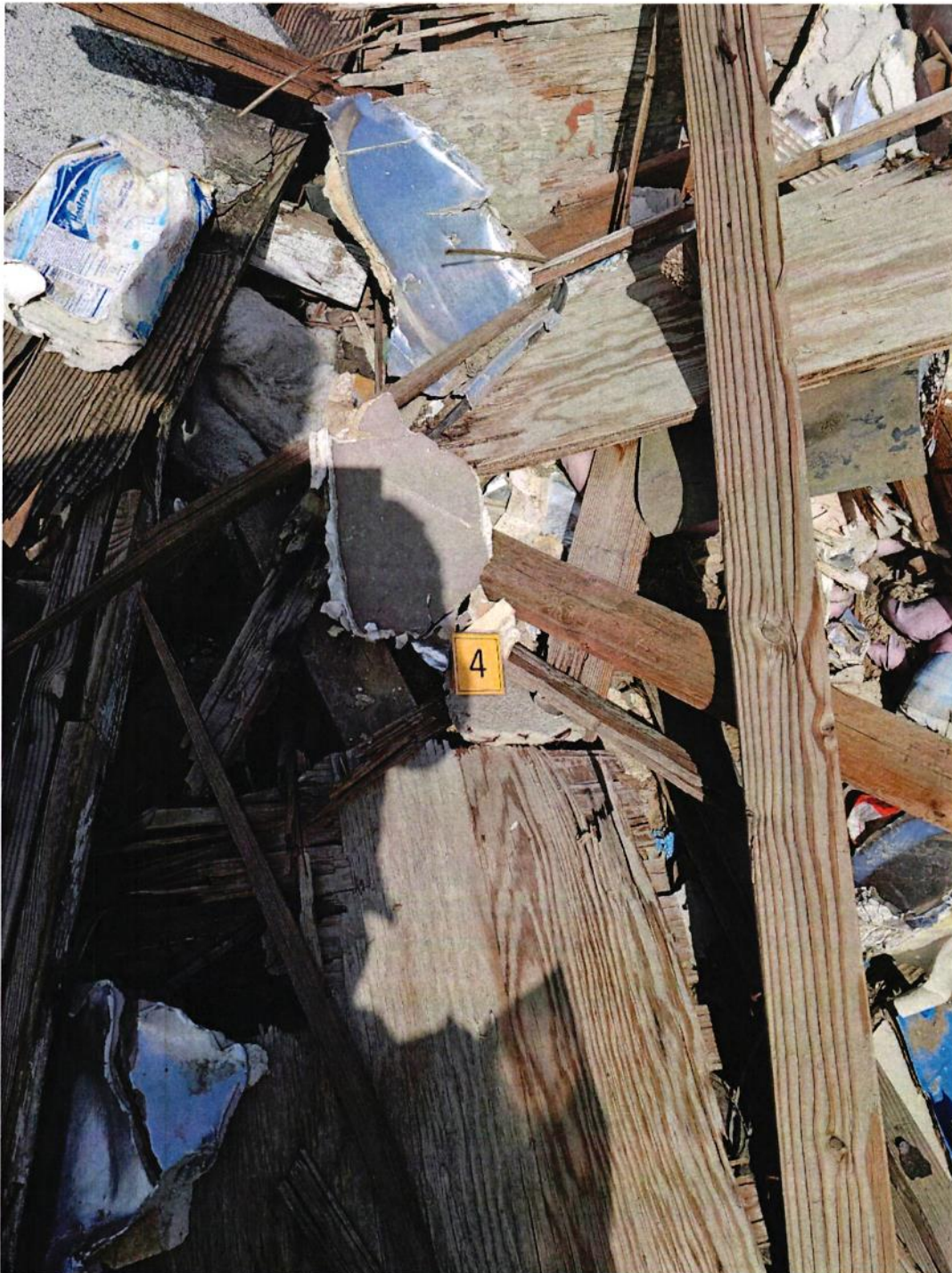
Photograph 5 – illustrates sample TG2 tan/brown, sheet vinyl from Zone G, asbestos present (10% Chrysotile).



Photograph 6 – illustrates sample TG3 tan/brown, sheet vinyl from Zone G, asbestos present (10% Chrysotile).



Photograph 7 – illustrates sample TG4 tan/brown, sheet vinyl from Zone G, asbestos present (10% Chrysotile).



Photograph 8— illustrates sample TE4 beige, joint compound from Zone E, asbestos present (3% Chrysotile).



Photograph 9 – illustrates sample TE5 beige, joint compound from Zone E, asbestos present (3% Chrysotile).

Map My County Map

Asbestos Survey 3/9/24



Photograph 10 – illustrates site map and zone designation.



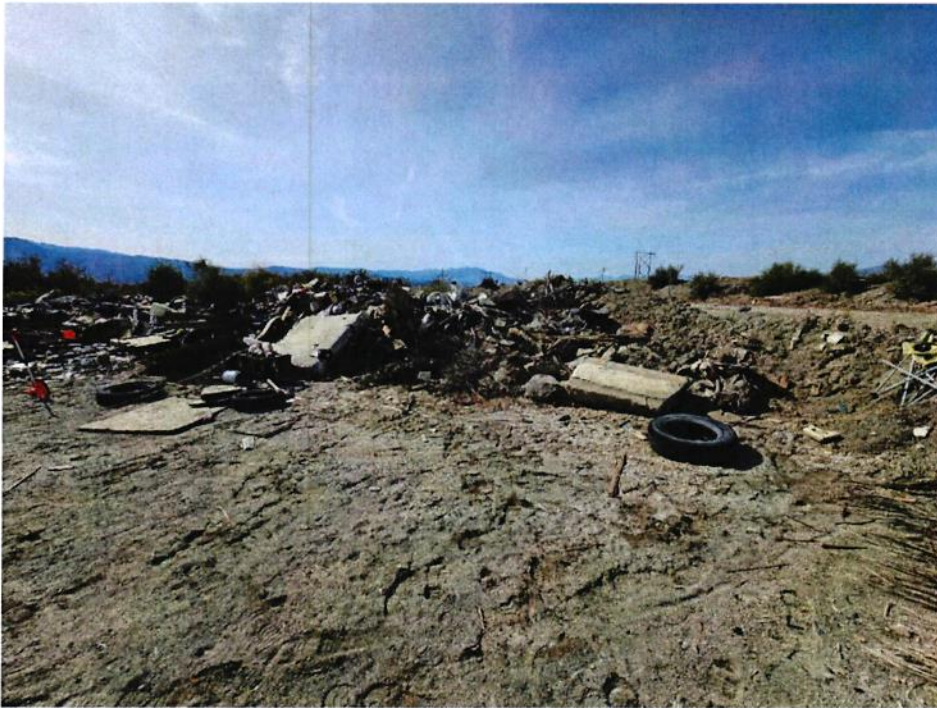
Photograph 11 – illustrates Zone A looking west.



Photograph 12 – illustrates Zone B looking west.



Photograph 13 – illustrates Zone C looking west.



Photograph 14 – illustrates Zone D looking west.



Photograph 15 – illustrates Zone D Southeast area with approximately 25+ assorted containers of potentially hazardous waste. This requires waste characterization.



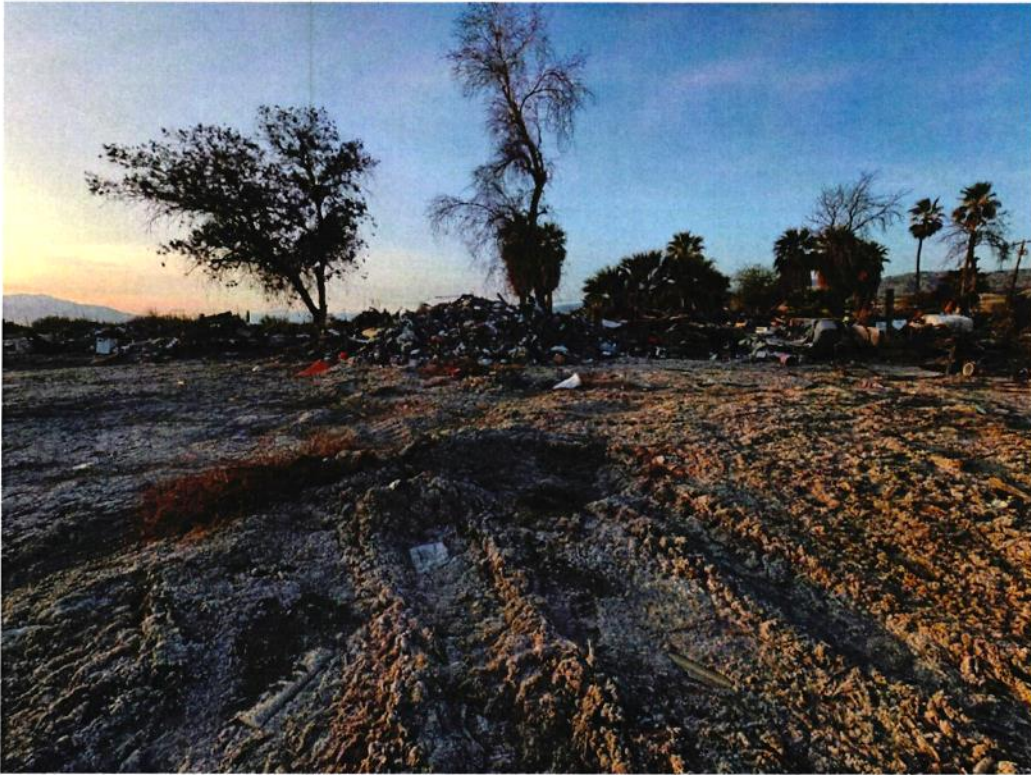
Photograph 16– illustrates Zone E, looking north.



Photograph 17 – illustrates Zone F, looking south.



Photograph 18 – illustrates Zone G looking south.



Photograph 19 – illustrates Zone H looking north.



Photograph 20 illustrates Zone H looking northeast.

May 12, 2024

South Coast Air Quality Management District
Rule 1403 Asbestos Notifications
21865 E. Copley Drive
Diamond Bar, CA 91765-4182

Re: Asbestos Procedure 5 Approval

Clean up of ACM debris on the land located at 87871 Avenue 52, Thermal, CA. This is an outdoor abatement, in a rural area. The parcel is fenced and has a locked gate. There is no dwelling on this parcel. There are no standing structures involved in this abatement. This abatement is the debris from two previously demolished, residential structures and from a debris field. The demolition was conducted when the parcel was under the control of the previous owner. Most of the debris abatement is in a defined area within the following coordinates, which are in the northeast corner of this parcel. Full details are found in report 2023-032 AS. The site conditions have not been altered and remain as reported. This site is gated and locked.

Debris Coordinates:

Northern: -116.13067, 33.66882

Eastern: -116.13066, 33.66879

Southern: -116.13075, 33.66884

Western: -116.13085, 33.66861

There is ACM debris in sections E and G which can be referenced in report 2024-004 AS. This ACM is to the south and west of the main debris field. The entire site has been surveyed and marked with lath stakes and survey string.

To: Asbestos Air Quality Inspector:

The following information is submitted on behalf of Riverside County, Code Enforcement for your approval of a Procedure 5 Asbestos Clean-up.

This letter serves as a request for approval for the removal and clean-up of Asbestos Containing Material (ACM) construction debris that has been disposed of to the ground at 87871 Avenue 52, Thermal, CA.

Bulk analysis and pictures are provided within the attached report #2023-032 AS, report dated December 4, 2023, and #2024-004 AS, Dated March 30, 2024.

This is an open-air abatement of large and excessively heavy commingled debris and will require heavy equipment to abate the effected zones.

Known Asbestos Containing Materials that are commingled with construction debris of two previous structures, referenced in report 2023-032 AS are:

Total Friable, ACM: Approximately 36,000 cubic feet of construction debris.

Sample Number	Description	Location	Diagram Number	% Asbestos
C009a	White joint compound	Structure 1	2	3% Chrysotile
C010a	Tan joint compound	Structure 1	2	3% Chrysotile
C6b-019	Tan joint compound	Structure 2	2	3% Chrysotile
C7b-020	White skim coat	Structure 2	2	3% Chrysotile
C7b-020a	White joint compound	Structure 2	2	3% Chrysotile
C8b-021	White skim coat	Structure 2	2	3% Chrysotile
C8b-021a	White joint compound	Structure 2	2	3% Chrysotile

Overview

Two residential structures were demolished prior to an asbestos survey and will be scheduled for proper abatement. A pile of construction debris on the northeast corner of a rural parcel located at 87871 Avenue 52 Thermal, CA remains on the ground, within the confines of coordinates within (Zone F):

Northern: -116.13067, 33.66882

Eastern: -116.13066, 33.66879

Southern: -116.13075, 33.66884

Western: -116.13085, 33.66861

The debris pile consists of ACM joint compound and skim coat that has been subjected to an uncontrolled disturbance during a previous gross demolition. The ACM is now commingled with all construction debris. The debris pile is approximately 60 ft. x 120 ft. x 5 ft in height on center and includes 2" of soil (1152 cubic feet). Heidi Barrios, CAC #17-5974 of Inland Empire Environmental Consulting performed an Asbestos Investigation and contamination assessment on said location on October 30, 2023 (investigation report is attached, reference #2023-032 AS, dated December 4, 2023).

Known Asbestos Containing Materials that are commingled with construction debris within zones B, E and G referenced in report 2024-004 AS are:

Total Friable, ACM: Approximately 2,600 cubic feet of construction debris.

Sample Number	Description	Location	Diagram Number	% Asbestos
TB1-004	Acoustical Ceiling	Zone B	2	5% Chrysotile
TB2-005	Acoustical Ceiling	Zone B	2	5% Chrysotile
TB3-006	Acoustical Ceiling	Zone B	2	5% Chrysotile
TB4-007	Gray Stucco	Zone B	2	<1% Chrysotile
TB4-008	Gray Stucco	Zone B	2	<1% Chrysotile
TE4-016C	Joint Compound	Zone E	2	3% Chrysotile
TE5-017C	Joint Compound	Zone E	2	3% Chrysotile
TG1-009	Sheet Vinyl	Zone G	2	10% Chrysotile
TG2-010	Sheet Vinyl	Zone G	2	10% Chrysotile
TG3-011	Sheet Vinyl	Zone G	2	10% Chrysotile
TG4- 012	Sheet Vinyl	Zone G	2	10% Chrysotile

Overview

This construction debris was illicitly disposed to the ground on this parcel. Reference the site map and report 2024-004 AS for full details.

The separate debris piles consist of the following approximations:

- 450 cubic feet (15' x 15' x 2') of ACM, stucco with 2" (36 cubic feet) of soil included, in zone B.
- 50 cubic feet (10' x 10' x 0.5') of ACM, acoustical ceiling with 2" (16 cubic feet) of soil included, in zone B.
- 2000 cubic feet (18' x 18' x 6') of ACM, joint compound & debris with 2" (52 cubic feet) of soil included in zone E.
- 100 cubic feet of sheet vinyl affixed to plywood as follows; (4' x 8' x 1'), (4' x 5' x 1'), (4' x 4' x 1') and (4' x 4' x 1'), no soil included all in zone G.

Heidi Barrios, CAC #17-5974 of Inland Empire Environmental Consulting performed an Asbestos Investigation and contamination assessment on said location on October 30, 2023 (investigation report is attached, reference #2023-032 AS, dated December 4, 2023) and March 09, 2024 (investigation report is attached, reference #2024-004 AS, dated March 30, 2024)

All work will be performed by _____, a State of California Licensed Asbestos Abatement Contractor under the direct supervision of a State of California Certified Asbestos Consultant (CAC), following all appropriate rules and regulations in accordance with the SCAQMD Rule 1403.

Extent of Abatement

The estimated quantity to be abated totals approximately (38,600 cubic feet) of construction debris.

Because the material is known to contain > 1% asbestos, and has been generated from an uncontrolled disturbance, a "Procedure 5" of the South Coast Air Quality Management District's (SCAQMD) Rule 1403, shall be performed.

_____ will perform the abatement in a controlled manner, in accordance with this Procedure 5 plan. This work will be scheduled to commence in May or June 2024, pending SCAQMD review and approval. Oversight for the abatement activities will be performed by a Certified Asbestos Consultant. The asbestos quantities removed to be confirmed at the time of abatement.

Abatement Procedures

1. All work will be performed in a regulated work area, cordoned off with yellow caution tape. Demarcation and signage shall adhere to Title 8 CCR 1529 (k) (7). The work area is within secluded rural parcel and is not located near a publicly occupied area. The nearest residential structure is approximately 430 feet to the southeast. Only the approved workers, supervisor and, or certified asbestos consultant will be within or near the work site.
2. The abatement contractor's employees are Certified Asbestos Workers and Supervisor.
3. The removal of all ACM construction debris will be performed by a registered abatement contractor.
4. Frequently, wet the debris with a water truck and, or portable sprayers throughout the abatement. Enough water must be added to dampen all material to maintain it adequately wet, using amended water.
5. Due to the size of the debris pile and the commingling of construction materials, large equipment, such as excavators, will be required to pick up the debris in an approved manner.
6. All construction debris in the defined area shall be placed into containers that have been double lined with clear, 6-mil polyethylene or burrito-wrap debris with 2 layers of 6-mil polyethylene. Asbestos Containing Waste Material (ACWM) to be stored in a double-lined bin or vehicle that is secured and appropriately labeled with Asbestos warning labels, in accordance with the OSHA regulations.
7. Once all visible ACM has been abated and site has been closely observed. Properly decontaminate the site using gloved hands and shovels to remove any remaining suspect particles that are commingled with the soil, followed by HEPA vacuuming, and then spray with a lock-down.
8. The asbestos abatement contractor will inspect the work area and confirm that the ACM-has been completely and properly bagged and labeled.

Worker Protection and Decontamination

1. All workers performing abatement activities shall be protected at a minimum with half face, negative pressure respirators, equipped with HEPA (P-100) filters or better.
2. All abatement workers will wear a single Tyvek® (or equivalent type) full body protective suit, gloves, and boots.
3. Following abatement, all workers shall remove their protective equipment, prior to leaving the regulated work area.
4. A three-stage decontamination assembly will be provided for workers, adjacent to the abatement area.
5. Workers shall remove their suits only after leaving the abatement work area. Suits shall be HEPA-vacuumed prior to their removal and disposal. Respirators shall be removed after the suits have been HEPA-vacuumed, Tyvek removed, bagged and worker has washed, within the three-stage decontamination assembly.
6. All heavy equipment shall be decontaminated at the end of this abatement, using HEPA vacuums and wet wipes as necessary.

Disposal

1. Wrapped or bagged asbestos-containing materials (including suits and discarded PPE) shall be disposed of as Hazardous, friable asbestos waste.
2. Waste shall be evaluated "as removed" by the Owner and representative. Any waste that is deemed "friable," must be bagged, for disposal as Asbestos Waste(hazardous). It will then be transported to a landfill that accepts Regulated Asbestos Containing Material (RACM). Riverside County Code Enforcement will be listed as the generator of this waste, which will be disposed of under a temporary EPA ID number.

Air Monitoring and Inspection Procedures

1. A Cal/OSHA Certified Asbestos Consultant (CAC), shall ensure compliance with regulatory and contractual requirements, including this workplan.
2. The asbestos abatement contractor will collect personal breathing zone air samples of a representative number of workers; in accordance with CCR Title 8 Section 1529.

If you need any further information or have any questions regarding this work plan, please contact me at (951) 675-4062.

Regards,

Heidi Barrios, CAC

Heidi Barrios, MBA, REHS, CAC
Certified Asbestos Consultant
DOSH # 17-5974



Asbestos Abatement Contractor

Asbestos Contractor Acknowledgement to adhere to these procedures upon approval by SCAQMD.

Name
Address
STATE LICENSE \$ _____, OSHA REGISTRATION # _____
Phone
Fax

Print Name: _____

Signature: _____

Title: _____

Date: _____

SCAQMD Approval # _____

The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary for ABATEMENT CLEAN-UP REMOVAL AND PROPER DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274 Project No. TLARC-RFB-24-752 and all discussions expressed at the mandatory bidder's conference.

1. Description, Scope and Nature of Work Relevant to the Abatement Site is as Follows:

- a) The handling and removal all asbestos containing waste, and transport to an approved land fill.
- b) Cap sewer within five (5) feet of the property line.
- c) Obligation and responsibility for determining the location of any or all abandoned wells, shafts, openings, septic tanks, cesspools, basements, pits or other like hazards lies with the property owner or contractor. All such hazards shall be abated as per Section 722.0, Uniform Plumbing Code, or by methods approved by the Building Official.
- d) Burying, covering, or otherwise discarding of debris on the demolition site is a violation of Riverside County Ordinance 348.
- e) In instances regarding excavation and removal of service station storage tanks, or other excavations such as swimming pools where substantial back fill is involved, a compaction report by an approved agency shall be filed with the Building Department.
- f) Contractor is responsible for notifying all utility companies to remove and/or disconnect all utilities to the structure including all buried pipes, wires and conduits.
- g) Two inspections Shall be called for:
 - 1. At the time of abatement of all hazards specified above, the operation is to be verified by a Building Inspector.
 - 2. Smooth and level site, and call for final inspection
- h) Contractors must obtain an asbestos clearance from an approved consultant prior to demolition.

2. Abatement Procedures

- a) All work will be performed in a regulated work area, cordoned off with yellow caution tape. Demarcation and signage shall adhere to Title 8 CCR 1529 (k) (7). The work area is within secluded rural parcel and is not located near a publicly occupied area. The nearest residential structure is approximately 430 feet to the southeast. Only the approved workers, supervisor and, or certified asbestos consultant will be within or near the work site.
- b) The abatement contractor's employees are Certified Asbestos Workers and Supervisor.
- c) The removal of all ACM construction debris will be performed by a registered abatement contractor.

- d) Frequently, wet the debris with a water truck and, or portable sprayers throughout the abatement. Enough water must be added to dampen all material to maintain it adequately wet, using amended water.
- e) Due to the size of the debris pile and the commingling of construction materials, large equipment, such as excavators, will be required to pick up the debris in an approved manner.
- f) All construction debris in the defined area shall be placed into containers that have been double lined with clear, 6-mil polyethylene or burrito-wrap debris with 2 layers of 6-mil polyethylene. Asbestos Containing Waste Material (ACWM) to be stored in a double-lined bin or vehicle that is secured and appropriately labeled with Asbestos warning labels, in accordance with the OSHA regulations.
- g) Once all visible ACM has been abated and site has been closely observed. Properly decontaminate the site using gloved hands and shovels to remove any remaining suspect particles that are commingled with the soil, followed by HEPA vacuuming, and then spray with a lock-down.
- h) The asbestos abatement contractor will inspect the work area and confirm that the ACM-has been completely and properly bagged and labeled.

3. Worker Protection and Decontamination

- a) All workers performing abatement activities shall be protected at a minimum with half face, negative pressure respirators, equipped with HEPA (P-100) filters or better.
- b) All abatement workers will wear a single Tyvek® (or equivalent type) full body protective suit, gloves, and boots.
- c) Following abatement, all workers shall remove their protective equipment, prior to leaving the regulated work area.
- d) A three-stage decontamination assembly will be provided for workers, adjacent to the abatement area.
- e) Workers shall remove their suits only after leaving the abatement work area. Suits shall be HEPA-vacuumed prior to their removal and disposal. Respirators shall be removed after the suits have been HEPA-vacuumed, Tyvek removed, bagged and worker has washed, within the three-stage decontamination assembly.
- f) All heavy equipment shall be decontaminated at the end of this abatement, using HEPA vacuums and wet wipes as necessary.

4. Disposal

- a) Wrapped or bagged asbestos-containing materials (including suits and discarded PPE) shall be disposed of as Hazardous, friable asbestos waste.
- b) Waste shall be evaluated "as removed" by the Owner and representative. Any waste that is deemed "friable," must be bagged, for disposal as Asbestos Waste(hazardous). It will then be transported to a landfill that accepts Regulated Asbestos Containing Material (RACM). Riverside County Code Enforcement will be listed as the generator of this waste, which will be disposed of under a temporary EPA ID number.

5. Air Monitoring and Inspection Procedures

- a) A Cal/OSHA Certified Asbestos Consultant (CAC), shall ensure compliance with regulatory and contractual requirements, including this workplan.
- b) The asbestos abatement contractor will collect personal breathing zone air samples of a representative number of workers; in accordance with CCR Title 8 Section 1529.

6. Additional Requirements/Information:

- a) All items or materials removed from the property by the Contractor, his employees or representatives shall be disposed of unless salvaged.
- b) All salvaged items shall be itemized in a list presented to the County. The value of the salvaged items shall offset the cost charged to the County for the abatement. In the event the offset amount exceeds the cost charged to the County for abatement, the difference shall be refunded to the County to be credited to the property owner.
- c) If applicable, Contractors must comply with Waste Tire Hauler Regulation and Public Resources Code Section 42954 and IWMB. Contractor must provide a copy of the TPID number to the County before work can begin.
- d) Copies of dump receipts will be required at the end of the job and must be attached to the invoice when submitting for payment.
- e) Hazardous Waste Material: Contractor must provide a copy of their Hazardous material handling license to the County. Contractors must comply with Hazardous Material Regulations.
- f) There is a high probability that a Warrant will be needed for the abatement/demolition services on this property. Items can only be removed after a seizure warrant has been obtained by Code Enforcement if applicable. All work to be in conformance with the Seizure Warrant within dates specified and start/end dates.
- g) NOTE: Equipment cannot be stored on the property, all equipment is the responsibility of the Contractor.
- h) All work to be in conformance to applicable codes and in compliance with Rule 1403 or the South Coast Air Quality Management District (SCAQMD) regarding requirements pertaining to the demolition of asbestos containing waste material. Contractors must provide a copy of the asbestos handling license to the County before work begins.
- i) Dust Control: If applicable, dust control must comply with Riverside County Ordinance 742. For the Coachella Valley, dust control mitigation must be in accordance with CVAG PM10 handbook. _BMP's for any construction project are applicable for demolition.
- j) Properties may come into compliance by the property owner, even after an award. When this occurs the County will cancel the agreement with the awarded contractor. In some instances, due to a hold up obtaining a seizure warrant, or other unanticipated delays, or unforeseen issues pertaining to the property owner, which could a delay to the project. In some instances, this could take several months. In the event that a the project is delayed for more than six (6) months, the County will cancel the project and may go out to re-bid the project

again, especially if there have been significant changes to the property in that six (6) month period.

FEDERAL PROVISIONS

Should funding be allocated through American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.), the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including the federal provisions provided below:

1. NON-DISCRIMINATION. Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

2. EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS. During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.
- B. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

3. CLEAN AIR ACT. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

FEDERAL PROVISIONS

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

FEDERAL PROVISIONS

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By _____
Date _____

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

FEDERAL PROVISIONS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or

FEDERAL PROVISIONS

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

16. RIGHTS TO DATA AND COPYRIGHTS – Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after

FEDERAL PROVISIONS

Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10

FEDERAL PROVISIONS

- E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings,

FEDERAL PROVISIONS

Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

THE PRESS-ENTERPRISE

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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: 0011701897
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Amount Due: \$968.87
Notice ID: rJI0gnoFdkM1PFZ5YIPR
Invoice Text:

NOTICE TO BIDDERS County of Riverside, herein called Owner, invites sealed proposals for: ABATEMENT CLEAN-UP REMOVAL AND PROPER DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274 Project No. TLARC-RFB-24-752 Bid shall be delivered to the County of Riverside Transportation Land Management Agency, 4080 Lemon Street, 14th Floor, Riverside, CA 92501, telephone (951) 955-8324 not later than 2:00 p.m., on Wednesday, November 27, 2024 to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated October 2024, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$15.00 per set with 24" x 36" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location. Email request of bidding documents, with company and contact information, to tlmapurchasing@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

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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: 0011701897

FILE NO. 0011701897

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 above-entitled 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:

11/09/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: November 9, 2024.

At: Riverside, California



Signature

NOTICE TO BIDDERS

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

**ABATEMENT CLEAN-UP REMOVAL AND PROPER DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT
LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274
Project No. TLARC-RFB-24-752**

Bid shall be delivered to the County of Riverside Transportation Land Management Agency, 4080 Lemon Street, 14th Floor, Riverside, CA 92501, telephone (951) 955-8324 not later than 2:00 p.m., on Wednesday, **November 27, 2024** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **October 2024**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$15.00** per set with 24" x 36" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location. Email request of bidding documents, with company and contact information, to tlmapurchasing@rlvco.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.

A **mandatory pre-bid meeting**, will be conducted at the project site on **Thursday, November 14, 2024**, commencing promptly at **9:00 a.m.**, at the South-West corner of Avenue 52 and Fillmore Street, approximate address of **87871 AVENUE 52, THERMAL, CA 92274**. This meeting is to inform bidders of project requirements and site conditions. Bidders attendance at this meeting is **mandatory**. Bidders (subcontractors and suppliers are also welcomed).

The Contractor is required to have the following license for this project: B – General Building and or C-21 Building Moving Demolition; Sections cited: 7008 and 7059, Reference: Sections 7058 and 7059 (Business & Professional Code), and & if present Asbestos: ASB Certification & CAL/OSHA Certificate of Registration for Asbestos Related Work & Lead Based Paint Removal: LRC Certified by CDPH for worker and supervisor. Issued by the State of California. Contractor shall obtain, maintain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum, valid license at the time of bid submission.

Engineering Estimate: \$200,000 - \$500,000 (Base Bid)
Bid Bond 10 %
Performance Bond 100 %
Payment Bond 100 %
Working Days 25 Working Days

Website: <https://purchasing.co.riverside.ca.us/bidding-opportunities>

The Bidder receiving the Award by the County is required:

(1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to:
(a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): B – General Building and or C-21 Building Moving Demolition; Sections cited: 7008 and 7059, Reference: Sections 7058 and 7059 (Business & Professional Code), and & if present Asbestos: ASB Certification & CAL/OSHA Certificate of Registration for Asbestos Related Work & Lead Based Paint Removal: LRC Certified by CDPH for worker and supervisor. Issued by the State of California; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: **Including, but not limited to, the Clean Up Removal and Proper Disposal of Asbestos Debris Abatement Demolition of an approximate 4-acre site located on APN# 763-150-013. No structures remain on this site. The entire area has dispersed construction debris, green waste, hazardous waste, electronic waste, and rubbish.**

(3) All work to be in conformance to applicable codes and in compliance with Rule 1403 or the South Coast Air Quality Management District (SCAQMD) regarding requirements pertaining to the demolition of asbestos containing waste material. Contractors must provide a copy of the asbestos handling license to the County before work begins.

(4) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.

The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

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: November 5, 2024
KIMBERLY A. RECTOR
Clerk of the Board of Supervisors
By: Cindy Fernandez, Clerk of the Board Assistant

**The Press-Enterprise
Published: 11/9/24**

2024 NOV 19 AM 11:04



AFFIDAVIT OF PUBLICATION

Cindy Fernandez
Riverside County-Board Of Sup.
4080 Lemon St
Riverside CA 92501-3609

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:

11/10/2024

and that the fees charged are legal.
Sworn to and subscribed before on 11/10/2024

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	\$577.23	
Tax Amount:	\$0.00	
Payment Cost:	\$577.23	
Order No:	10753086	# of Copies:
Customer No:	1252599	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

NOTICE TO BIDDERS

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ABATEMENT CLEAN-UP REMOVAL AND PROPER DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274

Project No. TLARC-RFB-24-752

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Engineering Estimate: \$200,000 - \$500,000 (Base Bid)
Bid Bond 10 %
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Working Days 25 Working Days
Website: <https://purchasing.co.riverside.ca.us/bidding-opportunities>

The Bidder receiving the Award by the County is required:

(1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): B - General Building and or C-21 Building Moving Demolition; Sections cited: 7008 and 7059, Reference: Sections 7058 and 7059 (Business & Professional Code), and & if present Asbestos: ASB Certification & CAL/OSHA Certificate of Registration for Asbestos Related Work & Lead Based Paint Removal: LRC Certified by CDPH for worker and supervisor. Issued by the State of California; and (b) hold, or designate a Subcontractor that holds, the certifi-

NOTICE TO BIDDERS

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

**ABATEMENT CLEAN-UP REMOVAL AND PROPER DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM) PROJECT
LOCATED AT 87871 AVENUE 52, THERMAL, CA 92274**

Project No.

TLARC-RFB-24-752

Bid shall be delivered to the County of Riverside Transportation Land Management Agency, 4080 Lemon Street, 14th Floor, Riverside, CA 92501, telephone (951) 955-8324 not later than 2:00 p.m., on Wednesday, November 27, 2024 to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated October 2024, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$15.00 per set with 24" x 36" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location. Email request of bidding documents, with company and contact information, to tlma-purchasing@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.

A mandatory pre-bid meeting, will be conducted at the project site on Thursday, November 14, 2024, commencing promptly at 9:00 a.m., at the South-West corner of Avenue 52 and Fillmore Street, approximate address of 87871 AVENUE 52, THERMAL, CA 92274.

This meeting is to inform bidders of project requirements and site conditions. Bidder's attendance at this meeting is mandatory. Bidders (subcontractors and

cation(s) required by Applicable Laws to perform the following work: Including, but not limited to, the Clean Up Removal and Proper Disposal of Asbestos Debris Abatement Demolition of an approximate 4-acre site located on APN# 763-150-013. No structures remain on this site. The entire area has dispersed construction debris, green waste, hazardous waste, electronic waste, and rubbish.

(3) All work to be in conformance to applicable codes and in compliance with Rule 1403 or the South Coast Air Quality Management District (SCAQMD) regarding requirements pertaining to the demolition of asbestos containing waste material. Contractors must provide a copy of the asbestos handling license to the County before work begins.

(4) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.

The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

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: November 6, 2024
KIMBERLY A. RECTOR
Clerk of the Board of Supervisors

By: Cindy Fernandez, Clerk of the Board Assistant
November 10, 2024

suppliers are also welcomed).

The Contractor is required to have the following license for this project: B - General Building and or C-21 Building Moving Demolition; Sections cited: 7008 and 7059, Reference: Sections 7058 and 7059 (Business & Professional Code), and & if present Asbestos: ASB Certification & CAL/OSHA Certificate of Registration for Asbestos Related Work & Lead Based Paint Removal: LRC Certified by CDPH for worker and supervisor. Issued by the State of California. Contractor shall obtain, maintain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum, valid license at the time of bid submission.

Engineering Estimate:
\$200,000 - \$500,000 (Base Bid)

Bid Bond 10 %

Performance Bond 100 %

Payment Bond 100 %

Working Days 25 Working Days

Website:

<https://purchasing.co.riverside.ca.us/bidding-opportunities>

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