

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (Projects Over \$25,000)**

**Bid Submission Address:**  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
**951.955.4348**  
**Return bid to address above.**

**Request for Bids # FCARC-00160**  
  
Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 p.m. PST

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**PUBLIC WORKS  
NOTICE INVITING BIDS**

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1. The **Riverside County Flood Control and Water Conservation District**, herein called District, invites sealed bids for:  
Sinkhole repair in the area of Calimesa Blvd and Avenue L in the city of Calimesa

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents:

**SITE: CALIMESA BLVD AND AVENUE L  
CALIMESA, CA**

ESTIMATED PROJECT COST: \$ 298,532.00

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2. **CONTRACT DOCUMENTS** - Each bid shall be in accordance with all of the Contract Documents.
- a. **DRAWINGS:** The following drawings and plans are applicable to this project and made part of the Contract Documents:
- i. The four-page drawing packet is available on the District's website free of charge: <http://rcflood.org/>.
  - ii. The drawings will not be distributed at the mandatory bidder's conference.
- b. **GENERAL CONDITIONS:** The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. To access any of these General Conditions, go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendors/Standard Terms & Conditions.
- c. **DISTRICT WEBSITE:** Addenda, registration and other information related to the RFB are available at <http://rcflood.org/>.
3. **LICENSE REQUIRED** - The following license is required for this project: A – General Engineering Contractor.
4. Any contact with District personnel regarding this procurement, other than the Purchasing Specialist identified in this RFB, may result in disqualification of your bid.

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5. Any contact with District personnel regarding this procurement, other than the Buyer identified in this RFB, may result in disqualification of your bid.

6. **TIMELINES** -

1. <b>Release of Request for Bids:</b>	<b>Date: Friday March 6, 2020</b>
2. <b>Mandatory Bidder Conference:</b> Attendees more than five minutes late will not be allowed to attend. Bids will not be accepted from bidders that did not attend the mandatory bidder conference. <i>*Please meet at the flagpole outside of the lobby entrance to the District, (our offices will not be open to the public at 7:30am however our gates will be open so that you can drive in and park near the lobby entrance). Marilyn Weisenberg will meet you outside at the flagpole and walk you inside to the meeting location.</i>	<b>Date: Thursday March 12, 2020</b> <b>Time: 7:30 a.m.</b> Location: Riverside County Flood Control and Water Conservation District 1995 Market Street, Riverside CA 92501 <b>Marilyn Weisenberg 951.955.4348 or 951.318.7774</b>
3. <b>Deadline for Submission of Questions:</b> Email: <a href="mailto:mcweisen@rivco.org">mcweisen@rivco.org</a> (E-mail preferred) or Fax: 951.955.4532 It is the responsibility of the bidder to confirm transmission of correspondence.	<b>Date: Tuesday March 17, 2020</b> <b>Time: No later than 3:30 p.m.</b> Must be in the form of an email.  Response to questions will be posted on the District's website under Non-Construction Bids Friday March 20, 2020.
4. <b>Deadline for Bids:</b>	<b>Date: Tuesday March 31, 2020</b> on or before <b>1:30 p.m.</b> Pacific Standard Time.

7. **BID SUBMITTAL** - All bids must be submitted on the Bid Form ([pages 6 through 10](#)). The bid shall be delivered (no email delivery) to the District at the address stated below on or before 1:30 p.m. on the closing date. The RFB number, title, and closing date and time shall appear on both the envelope and the bid cover sheet. Under no circumstances will a bid be accepted after the closing date and time.

**BIDS SHALL BE DELIVERED TO:**

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501

8. **UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT** - The County has adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.) pursuant to County Ordinance No. 757. The County, through its Purchasing Agent, may bid and award a contract pursuant to the

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procedures stated in the Act. The Purchasing Agent's current maximum authority under the Act is \$200,000 for a single contract. All applicable public works requirements still apply.

**9. PREVAILING WAGES AND LABOR CODE REQUIREMENTS –**

This is a public works project subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775 and 1776.

County Purchasing and Fleet Services has obtained the most recent determination of general prevailing rates of 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; and this will be made available to any bidder upon request. This information can also be obtained at the California State Department of Industrial Relations, 464 West Fourth St., San Bernardino.

The awarded bidder shall post job site notices as prescribed by regulation. Contractor or subcontractor shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractor submitting a bid, or subcontractor listed on the Bid Form, must be currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. No contractor or subcontractor will be awarded without proof of current D.I.R. registration.

10. The awarded bidder must hold the required California license, in good standing with the Contractor State License Board, at the time of submitting its bid and continuously thereafter until project completion. A subcontractor may possess the required license only if allowed by applicable law. Licensure statements are made under penalty of perjury.

11. The awarded bidder will be required to furnish performance and payment bonds and insurance documents in accordance with the requirements stated in this RFB.

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> ATTACHMENTS A, B AND C                    | <input checked="" type="checkbox"/> PLANS/DRAWINGS          |
| <input checked="" type="checkbox"/> INSTRUCTIONS TO BIDDERS                   | <input checked="" type="checkbox"/> CONTRACTOR'S QUOTE FORM |
| <input checked="" type="checkbox"/> BID BOND FORM                             | <input checked="" type="checkbox"/> PAYMENT BOND FORM       |
| <input checked="" type="checkbox"/> PERFORMANCE BOND FORM                     | <input checked="" type="checkbox"/> AGREEMENT FORM          |
| <input checked="" type="checkbox"/> *116-222- GENERAL CONDITIONS/PUBLIC WORKS |   |

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\*OTHER TERMS AND CONDITIONS: The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. To access any of these General Conditions, go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendors/Standard Terms & Conditions.

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**INSTRUCTIONS TO BIDDERS**

1. **CONTRACTOR REGISTRATION** - The awarded bidder shall register all of its current information with the County's online database RIVCOPRO. It is suggested that all bidders register in the County database so their information will be available for future consideration. Please note that the RIVCOPRO database is new and that a vendor/contractor must receive an "On-Boarding Invitation" to complete registration. Please confirm your status with Marilyn Weisenberg so that you can receive the On-Boarding Invitation if necessary.
2. **PRICES/NOTATIONS** - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately. All signatures must be by an authorized representative of bidder.
3. **PRICING/TERMS/TAX** - All pricing shall be bid F.O.B. destination, including applicable tax, permits, and licenses. The District pays California sales tax and is exempt from federal excise tax. The contractor shall pay all taxes related to the work. In the event of an extension error, the unit price shall prevail.
4. **ADDENDA TO RFB** - The District reserves the right to issue such addenda to the RFB as it may desire at any time prior to the time for receiving bids. The number and date of each addendum shall be listed on each bid in the space provided.
5. **DISTRICT RESERVATION OF RIGHTS** - The District reserves the right to reject any or all bids, to waive any discrepancy, technicality or informalities in a bid or in the bidding process and to make the award in any manner determined by the District to be most advantageous to the District.
6. **WITHDRAWAL OF BID** - A bid may be withdrawn only prior to the bid closing date and time. No bidder may withdraw or modify its bid for a period of sixty (60) calendar days after the bid closing date.
7. **INTERPRETATION OF THE BID DOCUMENTS** - Discrepancies in and omissions from any of the Contract Documents, questions as to their meaning or uncertainties that might cause disputes, shall immediately be brought to the attention of the District by the bidder. Any interpretation of the terms of the Contract Documents will be made only by written addenda issued by the District and available at <http://rcflood.org/>. The District will not be responsible for any other explanations or interpretations.
8. **ADDITIONAL INFORMATION** - Prior to award, the District reserves the right to require additional information from a bidder, including but not limited to information regarding the bidder's financial responsibility or other information the District determines is necessary to ascertain whether the bid is in fact the lowest responsible and responsive bid submitted
9. **AWARD OF CONTRACT** - The bid shall be awarded upon issuance of a District purchase order, which shall include the Contract Documents by reference or attachment.

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**BID FORM**

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The bidder, having carefully examined the proposed site and all of the Contract Documents, proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFB in strict conformity with all of the Contract Documents.

The bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BID PROPOSAL**

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
3	1.	Mobilization	L.S.	1		
4	2.	Water Control	L.S.	1		
5	3.	Traffic Control	L.S.	1		
6/6.3	4.	Excavation (4-ft)	C.Y.	310		
6/6.4	5.	Excavation (4-ft to top of pipe)	C.Y.	700		
6/6.6	6.	Controlled Low Strength Material (CLSM)	C.Y.	930		
7.	7.	Trench Safety System	L.S.	1		
8/8.2	8.	Aggregate Base, Class 2	C.Y.	40		
8/8.3	9.	Hot Mix Asphalt (HMA)	TONS	122		
9.	10.	Dust Abatement	L.S.	1		
10.	11.	Stormwater and Non-Stormwater Pollution Control	L.S.	1		

**BASE BID:**

The undersigned agrees to perform all work required for this project for the sum of: \$ \_\_\_\_\_

10% CONTINGENCY: \$ \_\_\_\_\_

TOTAL BID WITH 10% CONTINGENCY: \$ \_\_\_\_\_

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These prices include all applicable taxes, permits, licenses, insurance and bond costs, and all other costs incidental or related to the work.

The following percentage information must also be provided for the Base Bid (though it will not be used in awarding the contract):

Labor: \_\_\_\_\_%    Materials: \_\_\_\_\_%    Other: \_\_\_\_\_%    All three must total 100%.

**PAYMENT TERMS** - PAYMENT    The lump sum contract price for Mobilization shall constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to completion of this item of work.

If prompt payment discount offered (for example, 1% Net 15), please describe: \_\_\_\_\_

**LIQUIDATED DAMAGES** - It is agreed that time is of the essence for completion of this work. Therefore, the parties agree the awarded bidder (Contractor) shall pay to the District, as fixed and liquidated damages and not as penalty, a dollar sum in the amount of **\$300.00** per day for each calendar day beyond the allowed time stated in the Contract Documents after which the work is completed.

**TIME FOR COMPLETION** - The work shall be commenced on a date to be specified in a written order from the District and shall be completed within **twenty (20) working days** following the date specified in District's written order.





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**BID FORM**

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**AWARD OF CONTRACT** - The bidder understands that a contract is formed upon the acceptance of its bid by the District. The bidder agrees it will promptly execute and deliver to District the Agreement together with the required Payment and Performance Bonds and insurance documents.

**BID GUARANTEE** - The enclosed certified or cashier's check or bid bond on the provided form, made payable to the District in the amount of ten percent (10%) of the total bid, is hereby given as a guarantee that the bidder will execute and deliver the Agreement and required bonds if awarded the contract. In the event that the bidder fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the District as a result of such failure or refusal.

Name of Bidder:

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Type of Organization:

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Signature:

---

Name and Title:

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Address of Bidder:

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Telephone No.:

Email:

---

Contractor's License No.:

Classification:

Expires:

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DIR Registration No.:

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**BID FORM**

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**TO BE SUBMITTED WITH BID**  
**NON-COLLUSION DECLARATION**  
(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 its 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 laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [State].

\_\_\_\_\_  
[Signature of Declarant]

\_\_\_\_\_  
[Printed Name of Person Signing]

\_\_\_\_\_  
[Name of Bidder]

\_\_\_\_\_  
[Office or Title]

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**BID BOND**

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(Public Work – Public Contract Code Section 20129 (a))

WHEREAS, the undersigned \_\_\_\_\_ ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated \_\_\_\_\_ 20\_\_\_\_, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_)

for the award by District to Principal of a contract ("Contract") for the following: Sinkhole Repair Calimesa Blvd. and Avenue L, Calimesa.

WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW THEREFORE, the Principal and \_\_\_\_\_ ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

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In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Affix Seal if Corporation**

\_\_\_\_\_  
(Firm Name – Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

**By**  
\_\_\_\_\_  
(Original Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name – Surety)

**Affix Corporate Seal**

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

**By**  
\_\_\_\_\_  
(Original Signature)  
**ATTORNEY-IN-FACT**

\_\_\_\_\_

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

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**AGREEMENT**

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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter called the "Contractor," and the Riverside County Flood Control and Water Conservation District, hereinafter called "District."

The parties mutually agree as follows:

**CONTRACT DOCUMENTS:** The complete contract includes all of the Contract Documents which are intended to be complimentary.

The Contract Documents include: Notice Inviting Bids; Instructions to Bidders; Bid Form; the Request for Bids ("RFB"), including Attachment A and Attachment B, any addenda or other documents attached to or incorporated into the RFB; this Agreement; all project bonds; all applicable plans, specifications and drawings; and approved change orders.

**STATEMENT OF WORK:** The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete Sinkhole Repair Calimesa Blvd. and Avenue L, Calimesa, in strict accordance with all of the Contract Documents.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order from the County and shall be completed within twenty (20) working days following the date specified in Districts written order.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of all the work the sum of;  
\_\_\_\_\_  
\$(\_\_\_\_\_).

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the 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 work of this contract."

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**AGREEMENT FORM**  
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Contractor's legal type of organization:

List names of all persons who have authority to bind the Contractor:

**AGREED:**

Firm Name:			
Address:			
Contractor's License No.		Expires:	
DIR Registration No:			
Signature:			Date:
Name and Title:			

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATON DISTRICT.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
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**PAYMENT BOND**

Page 1 of 2

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the Riverside County Flood Control and Water Conservation District on \_\_\_\_\_, 20\_\_\_\_ has awarded Construction Contract Number: \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project;  
Sinkhole Repair Calimesa Blvd. and Avenue L, Calimesa.

WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
PUBLIC WORKS (Projects Over \$25,000)**

**Bid Submission Address:**  
Riverside County Flood Control  
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Riverside, CA 92501  
**951.955.4348**  
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**PAYMENT BOND**  
Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_

**(Original Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_

**(Signature – Attached Notary's Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached.



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
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**PERFORMANCE BOND**

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(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") on \_\_\_\_\_, 20\_\_\_\_, has awarded Construction Contract Number: \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project; Sinkhole Repair Calimesa Blvd. and Avenue L, Calimesa, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by District, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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**PERFORMANCE BOND**

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Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

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**PERFORMANCE BOND**

Page 3 of 3

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Original Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Signature – Attached Notary's Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

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**ATTACHMENT A  
SUBSIDENCE REPAIR  
SINKHOLE REPAIR CALIMESA BLVD. AND AVENUE L, CALIMESA**

**STATEMENT OF WORK AND SPECIFICATIONS**

The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to complete the repair of a sinkhole located on Calimesa Blvd and Avenue L, Calimesa. The Repair will begin at STA 19+45 and end at STA 30+50.

1. Sawcut 11.0 ft. wide centered over storm drain and remove asphalt concrete in conformance with Section 300-1.3.2A of the SSPWC.
2. Excavate trench as directed by Engineer until acceptable compaction is encountered as determined by Engineer or to top of pipe and backfill with Controlled Low Strength Material (CLSM).
3. Backfill with CLSM.
4. Place 0.5 ft Type II B2-PG64-10 hot mix asphalt over 0.5 ft Class II Base.
5. Grind existing pavement to 0.1" depth and pave with Type III C3-PG64-10 hot mix asphalt.
6. Protect existing utilities in place.
7. All stable edges of existing pavement being joined and surface being overlaid shall receive a tack coat of asphalt emulsion.
8. Dust abatement: Contractor shall implement dust control measures necessary to prevent harm and nuisance from dust.

**Additional requirements:**

- Contractor must perform all work in strict accordance with all applicable federal, state and local building codes and requirements to ensure the project meets District design, intent and performance requirements.
- Contractor shall comply with all federal, state and local rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.
- All work to be performed during regular business hours.
- Certified payroll is required on this project. See Form 116-222 Public Works General Conditions.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.

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**ATTACHMENT B**  
**SPECIAL PROVISIONS AND DETAILED SPECIFICATIONS**

**SPECIAL PROVISIONS**

**SECTION 1 - PROTECTION OF EXISTING UTILITIES**

1.1 **General** - All existing underground utility lines, power poles and overhead wiring shall be protected in place at all times, except as noted otherwise on the plans. Any damage to utilities caused by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

Prior to the commencement of any construction activities, the Contractor shall contact all utility companies and local municipalities servicing the project area to review as-built utility drawings and determine appropriate means of protecting utilities.

At the discretion of the Engineer, the Contractor may be required to verify by potholing the location of potentially affected utilities.

**SECTION 2 – SPECIAL REQUIREMENTS**

2.1 **Liability Insurance** - The Contractor's attention is directed to Section 8.02, Insurance - Indemnification/Hold Harmless/Defend, of the General Provisions. The City of Calimesa shall also be named as additional insured with the liability insurance coverage required to be maintained by the Contractor.

2.2 **Encroachment Permits** -

**City of Calimesa** - The Contractor is required to obtain an encroachment permit from the City of Calimesa for work within city right of way. The Contractor/Subcontractors must obtain and pay for City Business License prior to starting any work. A copy of the encroachment permit shall be provided to the Engineer prior to commencement of work.

2.3 **Heavy Equipment Working Hours** - Heavy construction equipment shall be allowed to work from 7:00 a.m. to 3:30 p.m. each normal working day (Monday through Friday), unless otherwise approved by the Engineer.

2.4 **Survey Crew** - The Contractor shall notify the Engineer in writing at least 48 hours prior to new construction staking.

Survey Crews will be available Monday through Thursday from 7:00 a.m. to 3:30 p.m., with a half-hour off for lunch. If the Contractor requires the Survey Crew to work beyond the specified time mentioned above, it shall be considered as overtime and shall be paid by the Contractor at 1.5 times the Survey Crew's hourly rates.

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DETAILED SPECIFICATIONS

SECTION 3 - MOBILIZATION

3.1 Description - The contract item Mobilization shall consist of expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, construction yards and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project. Included under contract item Mobilization are all costs incurred under the Special Provisions.

3.2 Payment - The lump sum contract price for Mobilization shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of this item of work.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

SECTION 4 - WATER CONTROL

4.1 Description - This section covers the contract item Water Control. Watersheds and/or urban runoff areas are tributary to the project site at various locations, but do not necessarily follow the alignment of the project under current conditions. Surface water in varying quantities can be expected at any time of the year, and substantial runoff can be expected during periods of rainfall. All bidders shall make their own determination regarding what the surface and/or groundwater conditions will be at the time of construction, and their impact on the bidder's operations and construction phasing.

4.2 Water Control - The contract item Water Control includes the control and/or diversion of surface runoff as well as groundwater within the work area as required to complete the work. All work shall be carried on in areas free of water. Care should be exercised so that runoff or diversion flows do not erode, undermine or otherwise damage either facilities which have been constructed or adjacent private properties. The responsibility for the protection of all existing and proposed improvements lies with the Contractor.

4.3 Measurement and Payment - The methods of controlling both surface and groundwater will be the responsibility of the Contractor. The contract lump sum price paid for Water Control shall include full compensation for all direct and indirect costs incurred under this section, and for doing all the work involved in controlling surface runoff and groundwater within the construction area, as specified in these Detailed Specifications, and as directed by the Engineer.

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SECTION 5 - TRAFFIC CONTROL

5.1 Description - The contract item Traffic Control shall include preparation of traffic control plans, labor, flagmen, lights, barricades, signs, materials, temporary bridges and equipment necessary to ensure that the vehicular and pedestrian traffic conforms to requirements as set forth in this section.

5.2 Notification of Agencies - The Contractor shall notify the following agencies a minimum of 48 hours in advance of start of any street work and inform them of the proposed construction schedule and provide any additional pertinent information they may request:

Riverside County Sheriff's Department	951.922.7100
City of Calimesa Public Works	909.795.9801
Southern California Edison	909.307.6767
The Gas Company	909.335.7716
United States Postal Service	909.795.8124
Yucaipa Valley Water District	909.797.5118
South Mesa Water Company	909.795.2401
Underground Service Alert	800.227.2600

The Contractor is not relieved of his responsibility of notifying the various departments and agencies mentioned above, even if their telephone numbers may have changed without notice.

The above-agencies shall also be advised by the Contractor of any major change in the construction schedule that could restrict pedestrian or vehicular traffic.

5.3 Public Convenience and Access - The Contractor shall so conduct his operation as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public and shall provide continuous access to all private property. Additional provisions shall be made as necessary to protect the public and accommodate traffic with a minimum of inconvenience.

Closures or partial closures of the traveled way implemented by the Contractor shall be related to actual work being performed at the time. Closures shall not be maintained if work is not being performed. If the existing closure is not essential to the type of work being performed at the time, the traveled way shall immediately be restored to a safe condition for public use.

5.4 Construction Signs and Traffic Control Plans - All construction signs, barricades, delineators, etc., shall conform with the U.S. Department of Transportation, Federal Highway Administration, "Manual on Uniform

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Traffic Control Devices for Streets and Highways (MUTCD), Part 6, latest edition", and the MUTCD California Supplement, Part 6 along with the Uniform Sign Chart as shown on the drawing.

5.5 Flaggers - All personnel utilized as flaggers must be trained in the proper fundamentals of flagging and signaling.

5.6 Striping and Pavement Marking - Temporary and permanent striping shall be performed by the Contractor at his expense as directed by the Engineer. The Contractor shall restore the permanent striping immediately after resurfacing of the streets is completed. The Contractor shall notify the City of Calimesa Public Works Department, Telephone: 909.795.7801 ext. 235 at least 48 hours prior to restriping.

All temporary traffic striping and pavement markings shall conform to Section 84 of the Caltrans Specifications and shall be acceptable to the Riverside County Transportation Department.

All final pavement markings such as arrows, "STOP", "ONLY", reflectors, etc., shall be replaced by the Contractor with high intensity paint and thermoplastic. Thermoplastic crosswalk, traffic stripes and pavement markings shall conform to the provisions in Section 84-1, "General" and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Caltrans Specifications and these Detailed Specifications.

5.7 Payment - The contract lump sum price paid for Traffic Control shall include full compensation for all material and labor costs incurred under this section.

**SECTION 6 - EARTHWORK**

6.1 Description - This section covers the contract items Excavation; and Controlled Low Strength Material (CLSM).

6.2 General Excavation Requirements - Pipe Excavation shall be in conformance with Section 306 of the Greenbook Specifications. Trench access ladders shall be in conformance with Section 306-3.6 and the manner of shoring and bracing shall be in conformance with Section 306-4 of the Greenbook Specifications.

The Contractor shall dispose of all surplus excavated material outside of the limits of the construction easements and permanent rights of way.

6.3 Excavation (0 to 4 foot depth) - The contract item Excavation (0 to 4 foot depth) covers the removal of all material including asphalt, asphalt grinding, aggregate base, abandoned pipelines and concrete from within the excavation paylines as specified and as shown on the drawings, up to 4-feet deep.



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6.4 Excavation (depths greater than 4-feet) - The contract item Excavation (depths greater than 4-feet) covers the removal of all material including asphalt, asphalt grinding, aggregate base, abandoned pipelines and concrete from within the excavation paylines beyond 4-foot depth as directed by the Engineer.

6.5 General Backfill Requirements - Whenever fill is specified Controlled Low Strength Material (CLSM) shall be used.

6.6 Controlled Low Strength Material (CLSM) - Controlled Low Strength Material (CLSM) placement for backfill shall be used when directed by the Engineer. CLSM shall conform to Section 201-6 of the Greenbook Specifications and shall have a compressive strength between 50 and 100 psi. Controlled Low Strength Material (CLSM) flow characteristics shall be determined by the producer to meet job site conditions and shall be approved by the Engineer.

6.7 Measurement - Excavation and Controlled Low Strength Material (CLSM) beyond the limits established by the drawings, unless ordered in writing by the Engineer, will not be measured for payment.

The excavated material shall be measured from the ground surface existing at the start of excavation, to the lines, grades and dimensions shown on the drawings. Longitudinal limits of the excavations as shown on the profile drawings terminate at a vertical plane at the limits of the structure, measured along the longitudinal axis of the various structures.

Measurement for payment for the contract item Controlled Low Strength Material (CLSM) will be the number of cubic yards of material placed in final position as specified and within the limits of the payment lines as shown on the drawings. The longitudinal limits for CLSM shall terminate at a vertical plane at the limits of the pipe or structure, measured along the longitudinal axis of the various pipe or structures. Volume occupied by structures, aggregate base, asphalt concrete and other features for which a separate payment is made will be deducted from the gross volume.

6.8 Payment - The contract prices paid for Excavation and Controlled Low Strength Material (CLSM) shall include full compensation for all costs incurred under this section.

**SECTION 7 - TRENCH SAFETY SYSTEM**

7.1 Description - This section covers the contract item Trench Safety System. This item is defined as a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Trench safety systems include support systems, sloping and benching systems, shield systems and other systems that will provide necessary protection. The item includes the furnishing and implementation of the safety system as required by Section 306-4 of the Greenbook Specifications or as directed by the Engineer.

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7.2 Trench Safety System - Excavation for any trench five (5) feet or more in depth shall not begin until the Contractor has provided to the Engineer, a detailed plan for worker protection from the hazards of caving ground during the excavation of the trench. The plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection including any design calculations done in the preparation of the plan. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Department of Industrial Relations, Division of Occupational Safety and Health Administration (Cal-OSHA). The plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted for review at least two (2) weeks before the Contractor intends to begin trenching operations.

All safety plans shall reflect surcharge loadings imparted to the side of the trench by equipment and stored materials. Surcharge loads shall be monitored to verify that such loads do not exceed the design assumptions for the system.

The contractor shall provide a minimum 12" lap of steel plate on each side of trench to assure no slipping of plates or collapsing of trench wall. Where 12" lap cannot be met, engineering design is required and shall be approved by the City Engineer. Steel plate must fit snug with recessed area and installed to operate with minimum noise.

The Contractor should not assume that only one type of trench safety system such as a shield or "trench box" will be adequate for all trenching situations encountered on a given project. The Contractor should be prepared with alternative safety system designs (such as solid sheeting) should construction circumstances dictate the use of such.

Trench safety system designs for support systems, shield systems or other protective systems whether drawn from manufacturers' data, other tabulated data or designed for this particular project must be signed by a Civil Engineer registered in the State of California prior to submittal to the District for review. A shoring plan for the specific use of a shield shall be prepared. Catalogs or engineering data for a product should be identified in the plan as supporting data. All specific items or applicable conditions must be outlined on the submittal.

The State of California Department of Transportation "Trenching and Shoring Manual" will be used as a guide for plan review and approval.

If failure should occur during the bonded period, the contractor will be notified of such deficiencies and allowed to remove, replace, or remedy his work. Upon failure of the contractor to promptly comply and under order of the City Engineer, trench failures shall be remedied, removed, replaced by the City at contractor sole expense.

Also included in this item is the fencing and barricading of the open trench as required for the safety of pedestrians and vehicular traffic as directed by the Engineer.

7.3 Measurement and Payment - The contract price paid for the item Trench Safety System shall include full compensation for all costs incurred under this section.

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PUBLIC WORKS (Projects Over \$25,000)**

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and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
**951.955.4348**  
**Return bid to address above.**

**Request for Bids # FCARC-00160**  
  
Bid Issue Date: 03/06/2020  
Mandatory Pre-Bid Meeting: 03/12/2020  
Bid Closing Date: 03/31/2020  
on or before 1:30 p.m. PST

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SECTION 8 - FLEXIBLE PAVEMENT CONSTRUCTION

8.1 Description - This section covers the contract items Aggregate Base, Class 2; and Hot Mix Asphalt (HMA).

8.2 Aggregate Base, Class 2 - The contract item Aggregate Base, Class 2 includes furnishing and placing such material as indicated on the drawings. Aggregate Base, Class 2 shall be clean and free from roots, organic material and other deleterious substances, and be of such character that when wet it will compact to form a firm stable base. Material and placing shall be in accordance with Section 26 of the Caltrans Specifications using ¾-inch maximum size.

The aggregate base shall also have a sand equivalent value of not less than 35 when tested in conformance with California Test Method 217.

The aggregate base material shall be spread as specified in Sections 26-1.03A and 26-1.03C of the Caltrans Specifications. The aggregate base material shall be compacted as specified in Section 26-1.03D of the Caltrans Specifications.

8.3 Hot Mix Asphalt (HMA) - The contract item Hot Mix Asphalt (HMA) covers the furnishing and installation of HMA necessary for the repair and resurfacing of streets damaged or removed due to construction operations, or as otherwise specified on the plans, including all aggregate, asphalt binder, prime coat, and tack coat/paint binder as specified herein, exclusive of any excavation or pavement grinding.

8.4 Temporary Resurfacing - A minimum of 2-inch thickness of temporary Hot Mix Asphalt paving shall be placed within the trench area by the end of each workday, until permanent repair is completed. The temporary paving shall be placed and compacted in such a manner as to provide a safe and smooth traveled surface, flush with the surrounding pavement. The Contractor shall maintain the temporary pavement in a safe and smooth condition until permanent paving is in place. Temporary steel plates may be installed with the approval of the Public Works Inspector.

8.5 Measurement - The measurement for payment of the contract item Aggregate Base, Class 2 will be the number of cubic yards placed to the lines, grades and dimensions shown on the drawings. **No allowance will be made for aggregate base placed outside said dimensions unless otherwise ordered by the Engineer.**

Measurement for payment of the contract item Hot Mix Asphalt (HMA) will be the number of tons placed to the lines, grades and dimensions shown on the drawings. The HMA pay quantity shall be determined by using a conversion factor of 144 pounds per cubic foot for all HMA placed within standard paylines. No measurement for payment will be made for asphalt emulsions, including asphalt binder, HMA prime coat, HMA tack coat/paint binder required for this portion of the work, all costs for these items shall be included in the price paid for HMA.

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**No allowance will be made for HMA placed outside said dimensions unless otherwise ordered by the Engineer.**

8.6 Payment - The contract prices paid for Aggregate Base, Class 2; and Hot Mix Asphalt (HMA) shall include full compensation for all costs incurred under this section.

**SECTION 9 - DUST ABATEMENT**

9.1 Description - This section covers the implementation of dust control measures necessary to prevent harm and nuisance from dust. Supplementing Section 8.06 of the General Provisions, the Contractor shall comply with all the provisions of the South Coast Air Quality Management District (SCAQMD) Rule 403 as described in Appendix "A".

9.2 Dust Abatement - The contract item Dust Abatement includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work included in this contract. The Rule 403 Implementation Handbook published by the SCAQMD contains a detailed listing of reasonably available dust control measures and is available for inspection at the District office.

Water must be sprayed during excavation to help control windblown fine material such as soil, concrete dust and paint chips. The amount of water must be controlled so that runoff from the site does not occur, yet dust controlled is achieved. Use water from a water truck or contact the City of Calimesa Public Works to get a Hydrant meter for water usage.

9.3 Payment - The contract lump sum price paid for Dust Abatement shall include full compensation for all direct and indirect costs incurred under this section.

**SECTION 10 – STORMWATER AND NON-STORMWATER POLLUTION CONTROL**

10.1 Description - The contract items Stormwater and Non-Stormwater Pollution Control; and Non-Stormwater Discharge or Dewatering shall include preparing, obtaining approval of, amending and implementing Contractor's Pollution Prevention Plan (PPP). The PPP shall identify site specific Best Management Practices (BMPs) to be implemented during and after construction to minimize the potential pollution of stormwater runoff and receiving waters. The identified BMPs shall be practices designed to minimize or eliminate the discharge of pollutants from the construction site and Contractor's construction activities, including, but not limited to:

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1. Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.
2. Construction procedures such as stabilized construction access points, scheduling/phasing to minimize areas of soil disturbance, soil stabilization and erosion/sediment control.

The PPP shall also stipulate an ongoing program for monitoring and maintenance of all BMPs.

10.2 General Requirements – Stormwater and Non-Stormwater Pollution Control work shall conform to the requirements in the latest version of Caltrans Storm Water Quality Handbooks, entitled "**Construction Site Best Management Practices (BMPs) Manual**" and "**Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual**". Copies of the "Construction Site BMPs Manual" and "SWPPP and WPCP Preparation Manual", hereafter referred to collectively as the "Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815-3800. Telephone: (916) 445-3520. Copies of the Caltrans Handbooks can also be downloaded from the Caltrans internet site at <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>. In addition, copies of the Caltrans Handbooks are available for review at the District's office.

**In the event the District incurs any Administrative Civil Liability or Mandatory Minimum Penalty (fine) imposed by the California Regional Water Quality Control Board, as a result of Contractor's failure to fully implement the provisions of this section and permit requirements, "Stormwater and Non-Stormwater Pollution Control", the Engineer may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Civil Liability. Liability for "Negligent Violations" may be in an amount up to \$50,000 per day per deemed occurrence while "Knowing Violations" can result in fines as high as \$250,000 and imprisonment.**

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

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Handbooks, and Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the approved PPP and all amendments at the project site. The PPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States Environmental Protection Agency (USEPA) or local stormwater management agency. Requests by the public shall be directed to the Engineer.

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The Contractor is solely and exclusively responsible for any arrangements made between the Contractor and other property owners or entities that result in disturbance of areas or construction activities being conducted outside the limits of the designated rights of way and temporary construction easements as shown on the project drawings.

10.3 Pollution Prevention Plan Preparation and Approval - The Contractor shall prepare and obtain approval of the PPP as part of the Stormwater and Non-Stormwater Pollution Control work for this contract. The Contractor shall prepare the PPP in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the Caltrans Storm Water Quality Handbooks, entitled "**Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual**" and these Detailed Specifications.

**In case of conflict between the Caltrans Handbooks and these Detailed Specifications, the Detailed Specifications shall govern.**

PPP - For the convenience of the Contractor and to expedite the PPP preparation and approval, a "90%" PPP template has been prepared by the District. This PPP template has been tailored to the referenced project and can be downloaded from [http://rcflood.org/Documents/PPP\\_Template\\_Calimesa\\_Repair.pdf](http://rcflood.org/Documents/PPP_Template_Calimesa_Repair.pdf). Winning bidder will be provided a Word document of the "90%" PPP template to amend. The Contractor shall review and amend this PPP template based on the construction schedule and work plan proposed by the Contractor. The Contractor shall then submit a PPP certified by the Contractor's QSD which conforms to Section 29.3 for District review and approval.

Within five (5) working days after the award of the contract, the Contractor shall submit two (2) copies of the PPP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the PPP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the PPP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) hard copies and one (1) pdf copy of the approved PPP to the Engineer prior to the pre-construction meeting. **The Contractor must have an approved PPP prior to the pre-construction meeting.**

The objectives of the PPP shall be to identify all pollution sources associated with Contractor's construction activities that may adversely affect the quality of stormwater discharges and receiving waters; to identify all non-stormwater discharges; to identify, construct, implement and maintain water pollution control best management practices, hereafter referred to as "BMPs"; to reduce to the maximum extent practicable pollutants in both stormwater and authorized non-stormwater discharges from the construction site during construction; and to develop a maintenance schedule for BMPs after construction is completed under this contract.

The PPP shall incorporate BMPs in each of the following categories:

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1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-stormwater management, and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of BMPs are contained in the Caltrans Handbooks. The Contractor shall consider the objectives and minimum requirements presented in the Caltrans Handbooks for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate one or more of the listed minimum BMPs required into the PPP and implement them on the project to meet the pollution control objectives for the category. In addition, the Contractor shall consider other BMPs presented in the Caltrans Handbooks to supplement the minimum BMPs required when necessary to meet the objectives of the PPP. The Contractor shall document the selection process in accordance with the procedure specified in the Caltrans Handbooks.

The Contractor shall not assume that the minimum BMPs required for each category presented in the Caltrans Handbooks are adequate to meet the pollution control objectives. The Contractor may use other effective BMPs, as approved by the Engineer, in addition to the minimum BMPs required in the Caltrans Handbooks to achieve the pollution control objectives.

The PPP shall include all of the following items in the order given below:

1. Title Page;
2. Table of Contents;
3. Project Description and Contractor's Certification;
4. Project Information;
5. Pollution Sources and BMPs;
6. Water Pollution Control Drawings;
7. A copy of the Amendments, if any;
8. Amendment Log;
9. Maintenance, Inspection, and Repair Program;
10. Inspection Log;
11. Construction Site Inspection Checklist;
12. Current Inventory of BMP related materials; and
13. Mobilization Plan for BMP deployment.

The following notes (or notes of substantially similar intent) that address pollution prevention to the Maximum Extent Practicable during the construction phase of a project on a year-round basis need to be placed on the Stormwater and Non-Stormwater Pollution Control Drawings:

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- ◆ Erosion control BMPs shall be implemented and maintained to minimize and/or prevent the entrainment of soil in runoff from disturbed soil areas on construction sites.
- ◆ Sediment control BMPs shall be implemented and maintained to prevent and/or minimize the transport of soil from the construction site.
- ◆ Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking or wind.
- ◆ Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities or adjoining properties by wind or runoff.
- ◆ Runoff from equipment and vehicle washing shall be contained at construction sites and must not be discharged to receiving waters or the local storm drain system. Washwaters or rinsate from ready mix, concrete, or cement vehicles must be handled appropriately and may not be discharged to receiving waters or the storm drain system.
- ◆ All construction contractor and subcontractor personnel are to be made aware of the required best management practices and good housekeeping measures for the project site and any associated construction staging areas.
- ◆ At the end of each day of construction activity all construction debris and waste materials shall be collected and properly disposed in trash or recycle bins.
- ◆ Construction sites shall be maintained in such a condition that a storm does not carry wastes or pollutants off the site. Discharges other than stormwater (non-stormwater discharges) are prohibited, except as authorized by an individual NPDES permit, the State-wide General Permit for Storm Water Discharges Associated with Construction Activity. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives and asbestos fibers; paint flakes or stucco fragments; fuels, oils, lubricants and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from engine/equipment steam cleaning or chemical degreasing; wastes from street cleaning; and super-chlorinated potable water from line flushing and testing. During construction, disposal of such materials should occur in a specified and controlled temporary area onsite physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, State and Federal requirements.
- ◆ Discharging contaminated groundwater produced by dewatering groundwater that has infiltrated into the construction site is prohibited. Discharging of contaminated soils via surface erosion is also prohibited.
- ◆ The Contractor is required to notify and obtain approval from the District ten (10) days prior to any non-stormwater discharge or dewatering associated with Contractor's construction activities.
- ◆ Construction sites shall be managed to minimize the exposure time of disturbed soil areas through phasing and scheduling of grading to the extent feasible and the use of temporary and permanent soil stabilization.
- ◆ BMPs shall be maintained at all times. In addition, BMPs shall be inspected prior to predicted storm events and following storm events.



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10.4 Pollution Prevention Plan Amendments - The Contractor shall prepare amendments to the PPP, both graphically and in narrative form, whenever there is a change in Contractor's construction activities or operations which may result in the discharge of pollutants to surface waters, groundwaters, municipal storm drain systems or when deemed necessary by the Engineer. The Contractor shall also amend the PPP if it is not effectively achieving the objectives of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs or revisions to Contractor's construction activities or operations (including any construction activities in areas not included in the initially approved PPP) which are required on the project to effectively control water pollution.

Amendments to the PPP shall be submitted for review and approval by the Engineer in the same manner specified for the initial approval of the PPP. The Contractor shall date and attach all approved amendments to the PPP. Upon approval of the amendment, the Contractor shall implement the additional BMPs, revised construction activities or operations as described therein.

10.5 Pollution Prevention Plan Implementation - Upon approval of the PPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the BMPs included in the PPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these Detailed Specifications, the Contractor's responsibility for PPP implementation and maintenance shall continue throughout any temporary suspension of work ordered by the Engineer. Requirements for installation, construction, inspection, maintenance, removal and disposal of BMPs are specified in the Caltrans Handbooks and these Detailed Specifications. The Contractor shall implement the PPP in accordance with the Caltrans Handbooks and these Detailed Specifications.

**The Engineer may order the suspension of construction operations if the Contractor fails to comply with the requirements of this section, "Stormwater and Non-Stormwater Pollution Control", as determined by the Engineer.**

- a. Stormwater Pollution Control - **The Contractor shall implement soil stabilization practices and sediment control BMPs, including minimum requirements as presented in the Caltrans Handbooks, on all disturbed areas of the project site during the rainy season, although undefined shall be August 1<sup>st</sup> - October 1<sup>st</sup> and November 1<sup>st</sup> - May 1<sup>st</sup>, which is consistent with Caltrans' definition of the rainy season for the eastern desert region.**

Implementation of soil stabilization practices and sediment control BMPs for soil-disturbed areas, including but not limited to, rough graded access roads, slopes, channel inverts, operational inlets and outlets of the project site shall be completed no later than ten (10) calendar days prior to the start of the winter season or upon start of applicable Contractor's construction activities for projects which begin either during or within ten (10) calendar days

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of the winter season.

The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of fifteen (15) calendar days or more. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with soil stabilization practices such as covering with mulch, temporary seeding, fiber rolls, blankets, etc. within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with sediment control BMPs within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

- b. **Non-Stormwater Pollution Control - The Contractor shall implement, year-round and throughout the duration of the project, BMPs included in the PPP for sediment tracking, wind erosion, non-stormwater management, and waste management and disposal.**
  
- c. **Inspections and Reporting - The Contractor shall regularly inspect the construction site for BMPs identified in the PPP to ensure the proper implementation and functioning of BMPs. The Contractor shall identify corrective actions and time frames to address any deficient BMPs or reinitiate any BMPs that have been discontinued.**

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At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm;
2. After any precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. At a regular interval of once every 2 weeks.

The construction site inspection checklist provided in the Caltrans Handbooks shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

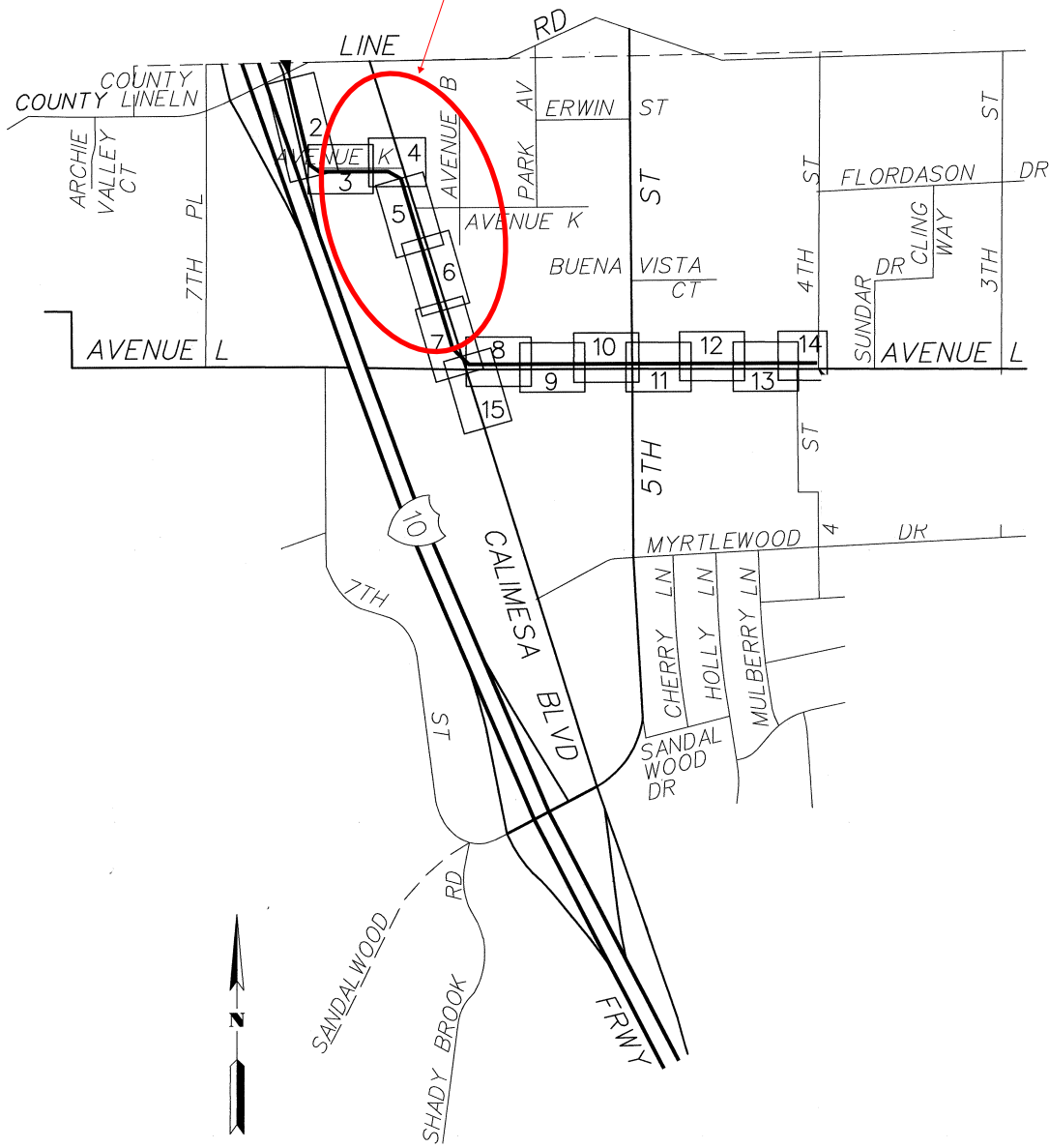
- d.** Maintenance – The Contractor shall maintain construction site BMPs identified in the PPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the District.
- e.** Training – The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance and repair personnel have received or will receive that is directly related to stormwater pollution prevention.

# **ATTACHMENT C**

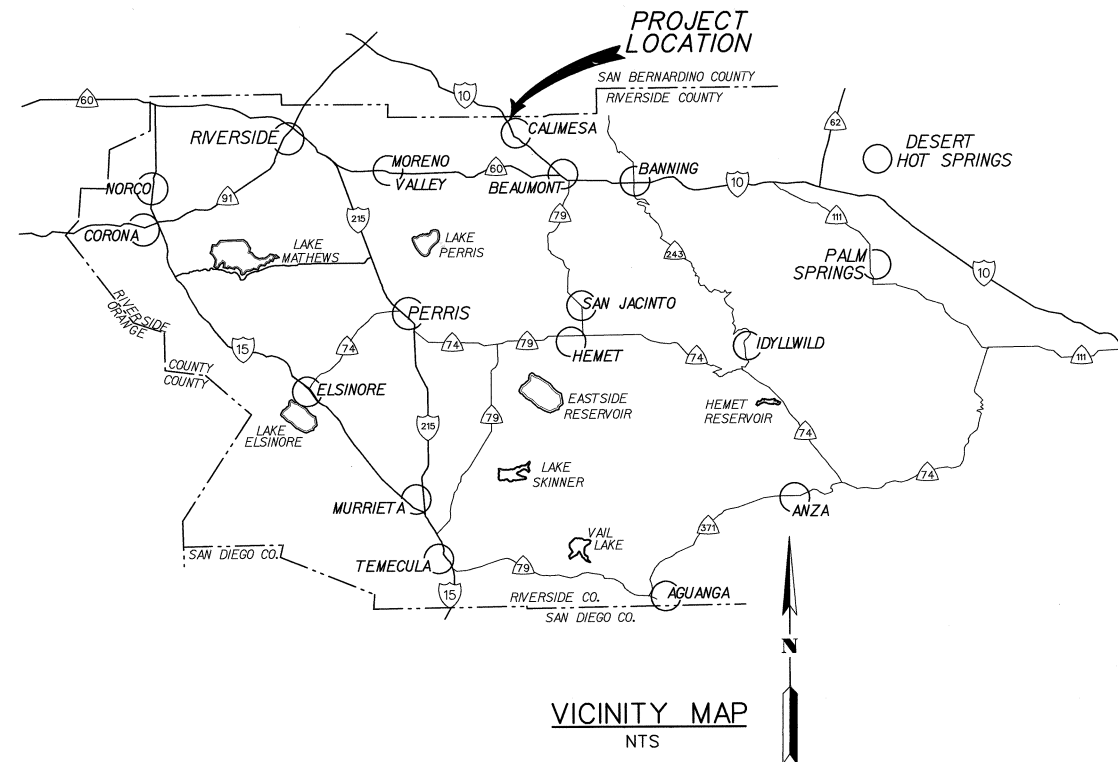
## **PLANS AND DRAWINGS**

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REPAIR AREA  
SEE SHEETS 2 & 3



LOCATION MAP



VICINITY MAP  
NTS

Don't Dig...Until You Call U.S.A. Toll Free  
**1-800-227-2600**  
for the location of buried utility lines.  
Don't disrupt vital services.  
**TWO WORKING DAYS BEFORE YOU DIG**

BENCH MARK


REF.	DESCRIPTION	APPR.	DATE

DESIGNED BY:	
DRAWN BY:	
DATE DRAWN:	

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	
RECOMMENDED FOR APPROVAL BY:	APPROVED BY:
DATE:	DATE:

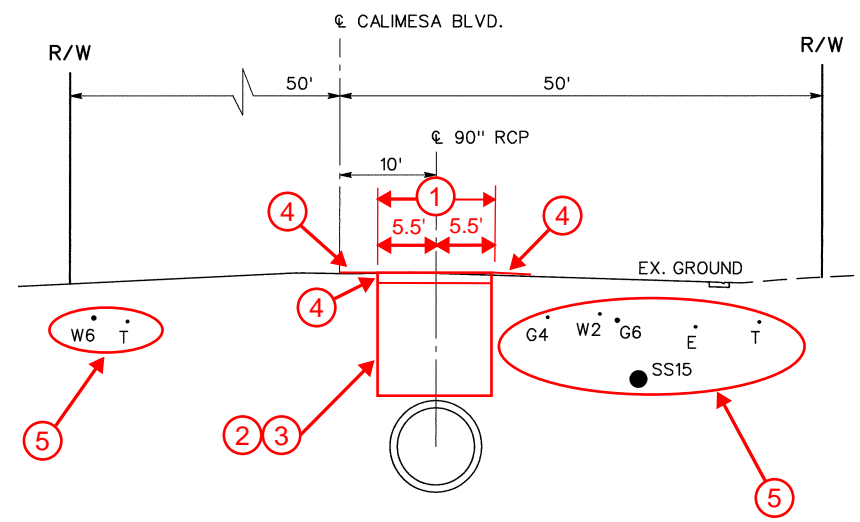
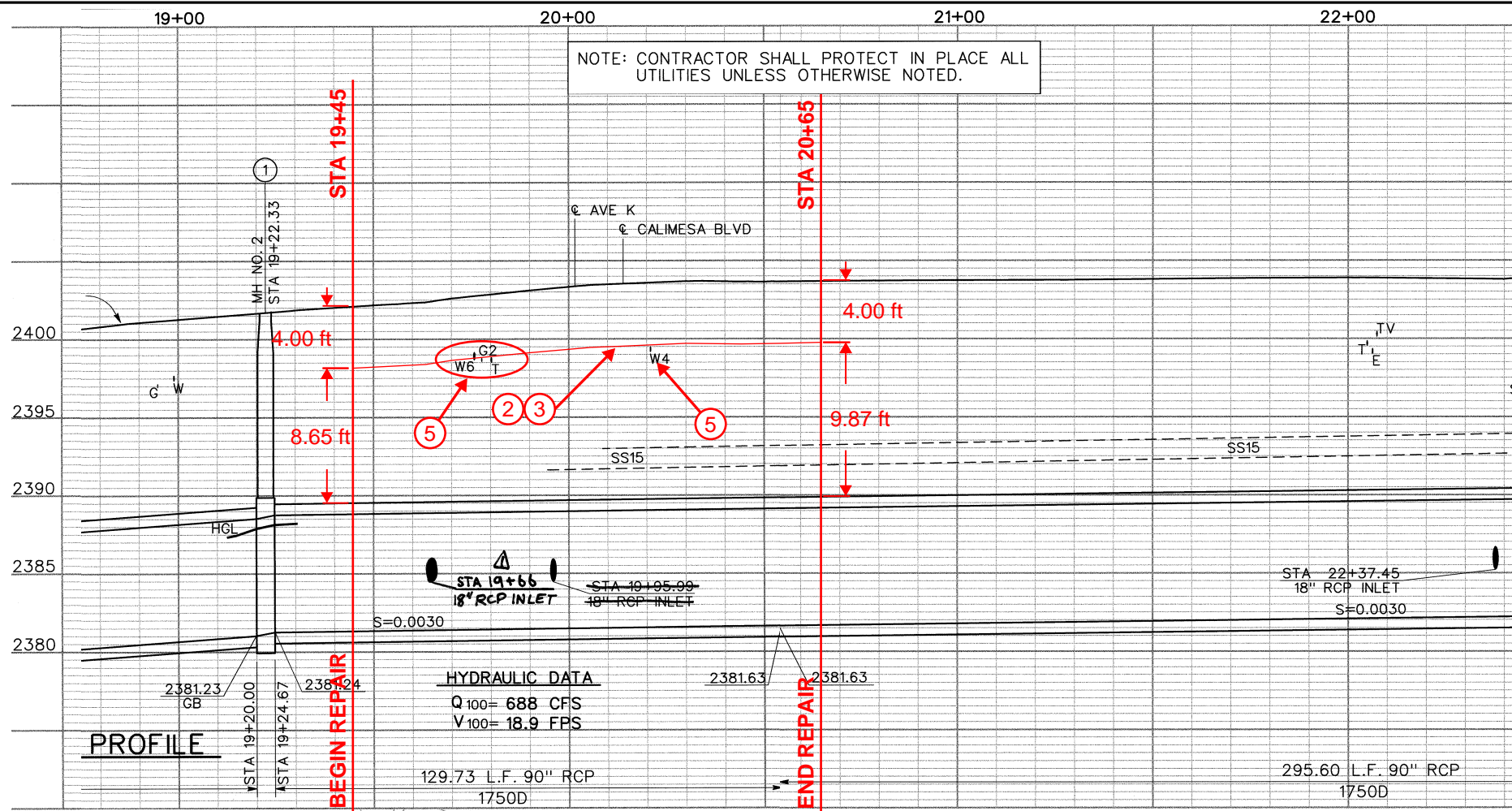
**CALIMESA-AVENUE L  
STORM DRAIN**

**SUBSIDENCE REPAIR**

PROJECT NO.  
**5-0-0165**

DRAWING NO.

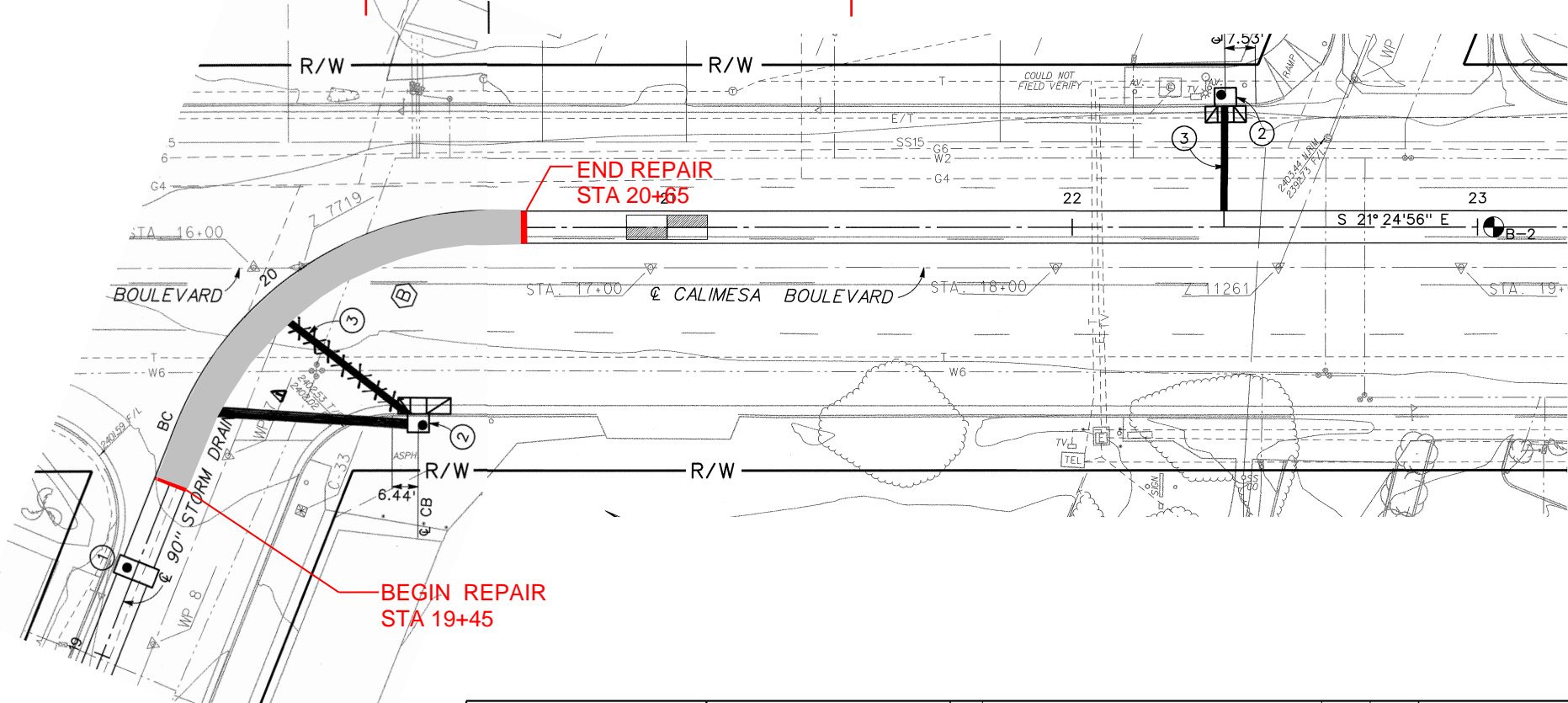
SHEET NO.  
**1 OF 4**



TYPICAL SECTION

NOTES

- ① SAWCUT 11.0 FT WIDE CENTERED OVER STORM DRAIN AND REMOVE ASPHALT CONCRETE IN CONFORMANCE WITH SECTION 300-1.3.2A OF THE SSPWC.
- ② EXCAVATE TRENCH BACKFILL TO A MINIMUM DEPTH OF 4-FT AND BACKFILL WITH CLSM.
- ③ AS DIRECTED BY ENGINEER, EXCAVATE FURTHER UNTIL ACCEPTABLE COMPACTION IS ENCOUNTERED
- ④ REMOVE AND REPLACE PAVEMENT PER DETAILS SHOWN ON SHEET 4
- ⑤ PROTECT EXISTING UTILITIES IN PLACE.



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1-800-227-2600  
for the location of buried utility lines.  
Don't disrupt vital services.  
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

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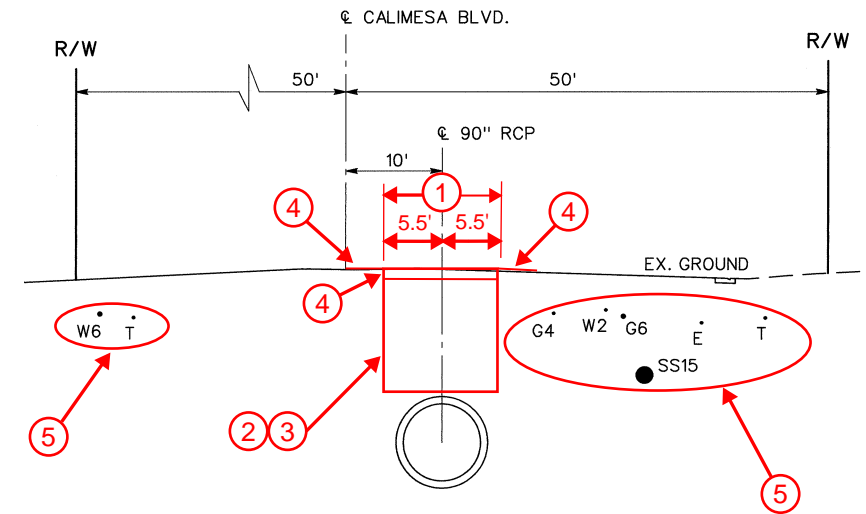
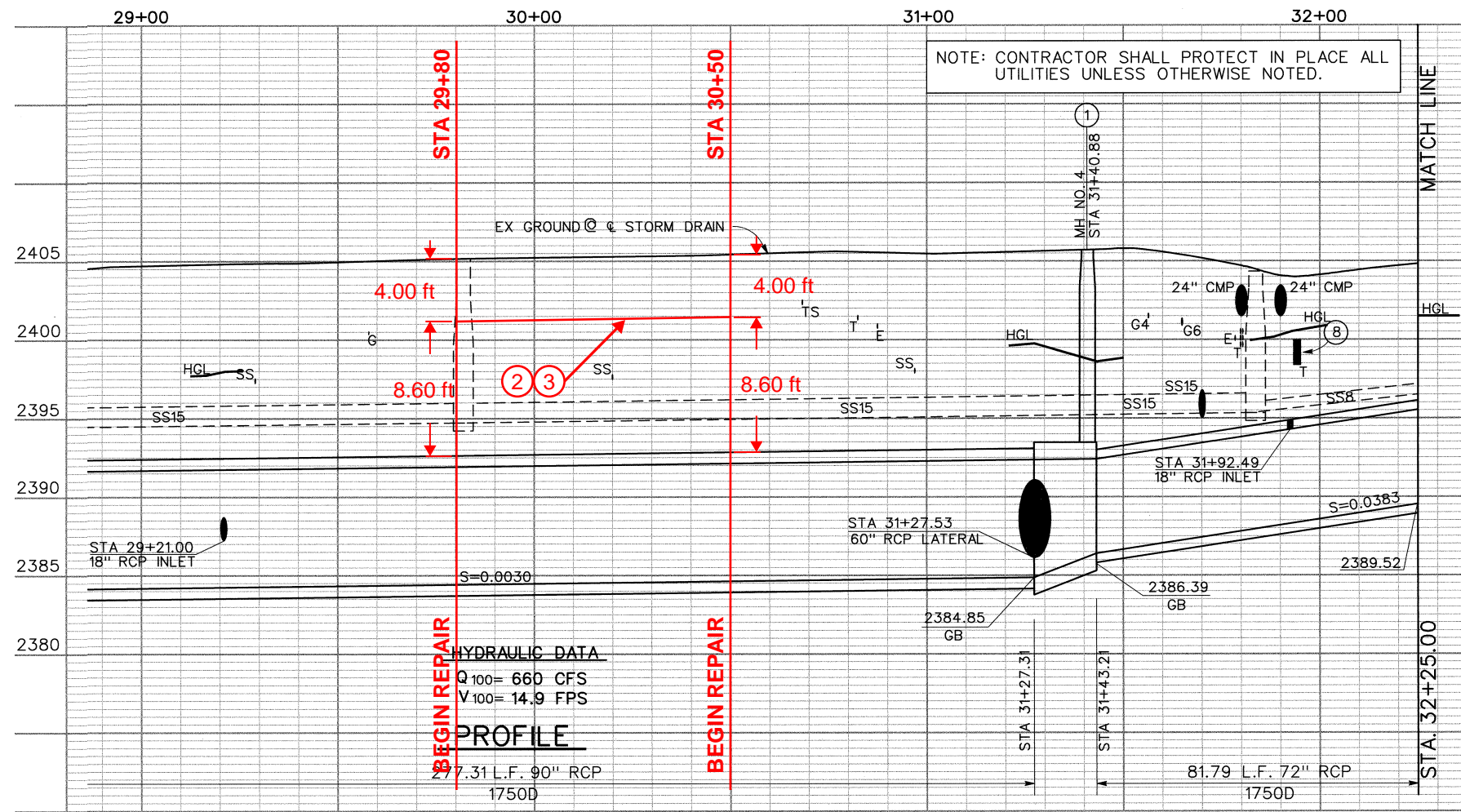
REF.	DESCRIPTION	APPR.	DATE	PB NUMBER

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DESIGNED BY:	RECOMMENDED FOR APPROVAL BY:	APPROVED BY:
DRAWN BY:		
DATE DRAWN:	DATE:	DATE:

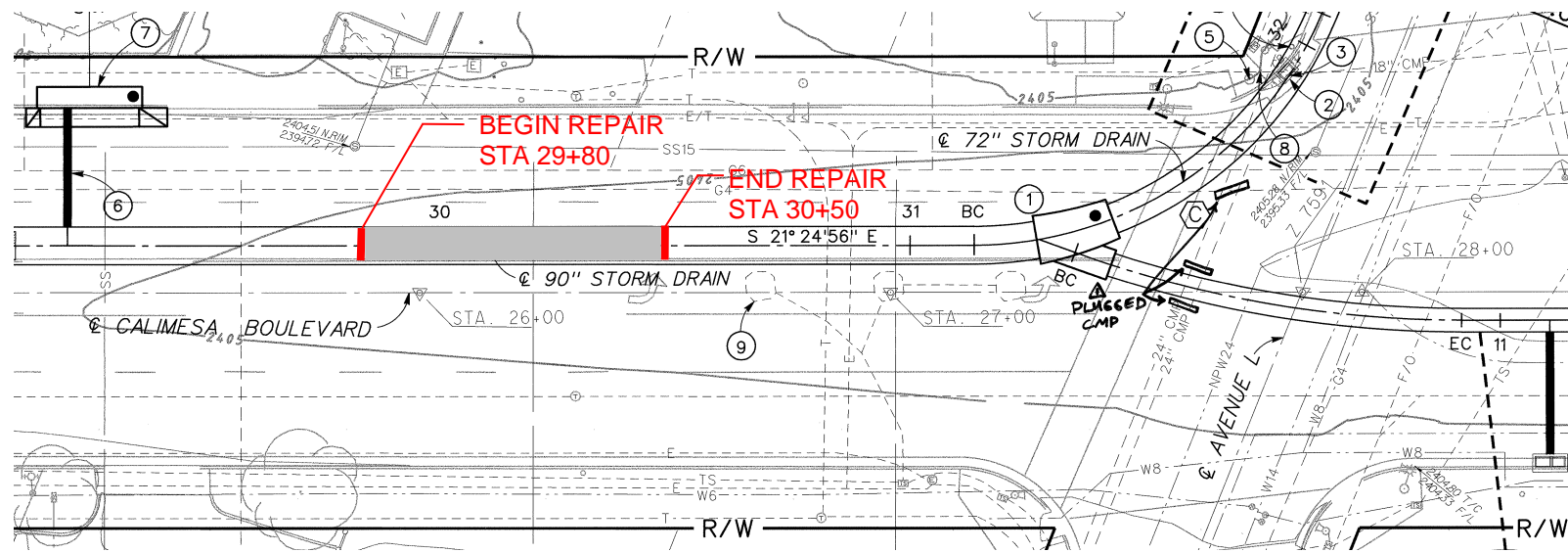
**CALIMESA-AVENUE L  
STORM DRAIN  
SUBSIDENCE REPAIR  
AREA 1**

PROJECT NO. 5-0-0165  
DRAWING NO.    
SHEET NO. 2 OF 4



**NOTES**

- ① SAWCUT 11.0 FT WIDE CENTERED OVER STORM DRAIN AND REMOVE ASPHALT CONCRETE IN CONFORMANCE WITH SECTION 300-1.3.2A OF THE SSPWC.
- ② EXCAVATE TRENCH BACKFILL TO A MINIMUM DEPTH OF 4-FT AND BACKFILL WITH CLSM.
- ③ AS DIRECTED BY ENGINEER, EXCAVATE FURTHER UNTIL ACCEPTABLE COMPACTION IS ENCOUNTERED
- ④ REMOVE AND REPLACE PAVEMENT PER DETAILS SHOWN ON SHEET 4
- ⑤ PROTECT EXISTING UTILITIES IN PLACE.



Don't Dig...Until You Call U.S.A. Toll Free  
 1-800-227-2600  
 for the location of buried utility lines.  
 Don't disrupt vital services.  
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK


REF.	DESCRIPTION	APPR.	DATE

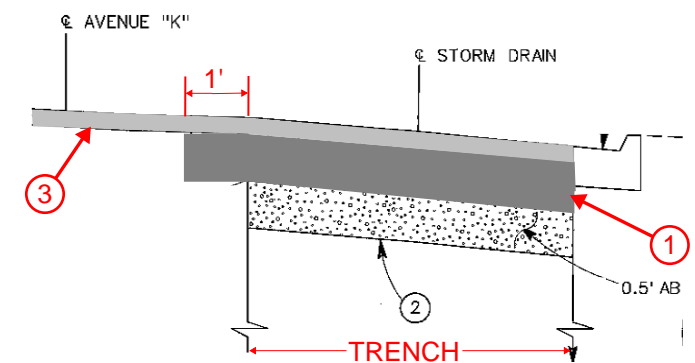
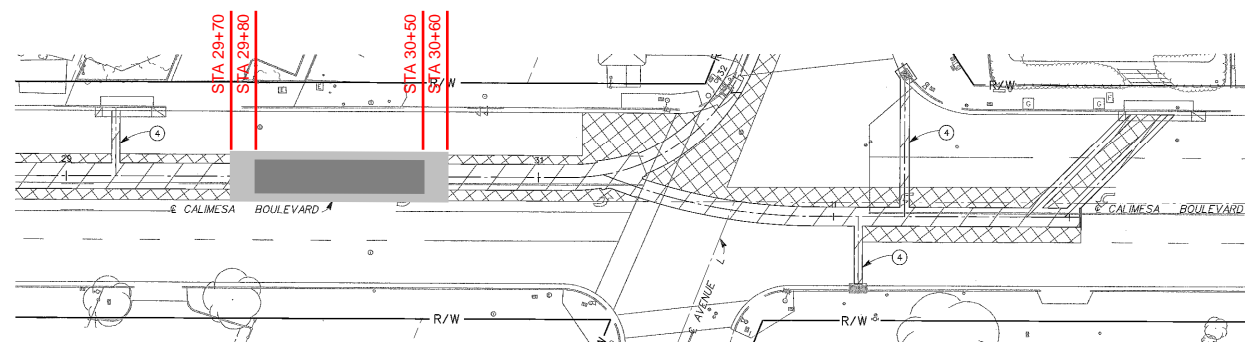
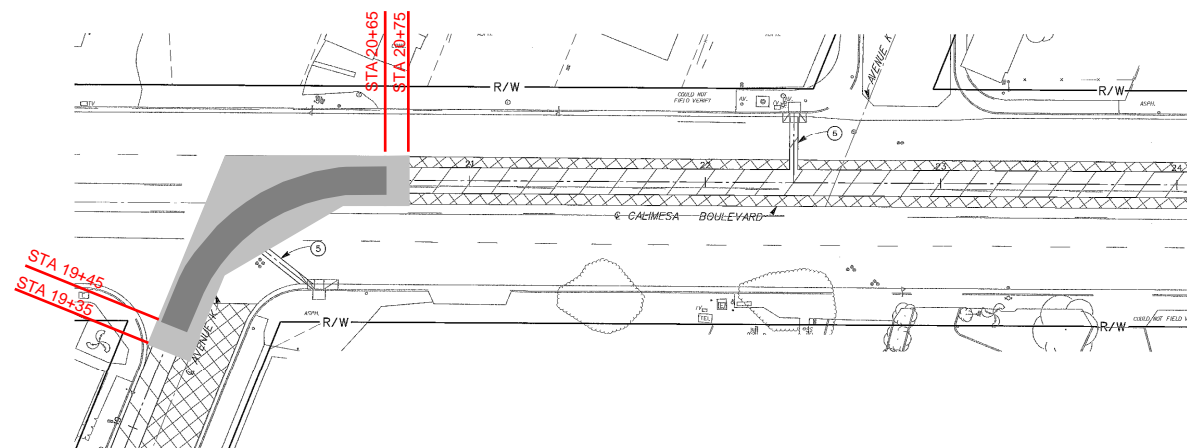
DESIGNED BY:	RECOMMENDED FOR APPROVAL BY:	APPROVED BY:
DRAWN BY:		
DATE DRAWN:	DATE:	DATE:
PB NUMBER:		

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

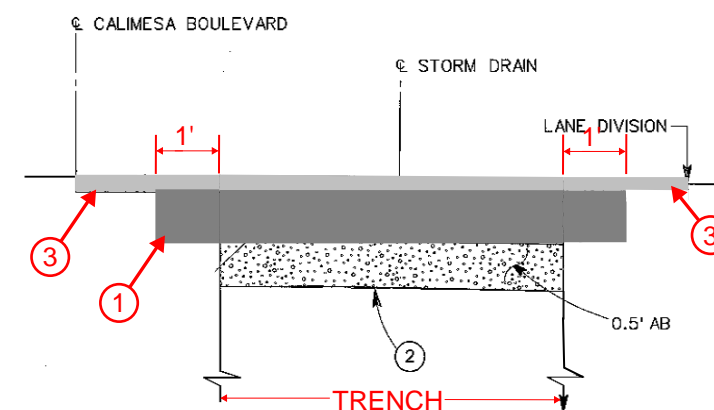
**CALIMESA-AVENUE L STORM DRAIN**

**SUBSIDENCE REPAIR AREA 2**

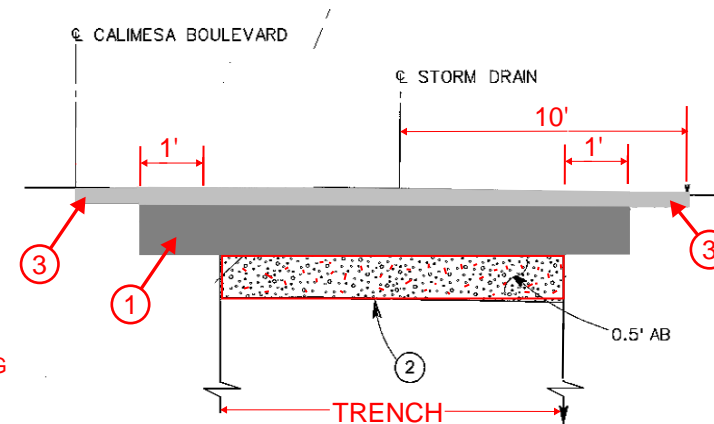
PROJECT NO. 5-0-0165  
 DRAWING NO.    
 SHEET NO. 3 OF 4



AVENUE K TYP SECTION  
STA 19+45 TO STA 19+70



CALIMESA BLVD  
STA 19+70 TO STA 20+65



CALIMESA BLVD  
STA 29+80 TO STA 30+50

**LEGEND & NOTES**

- 0.5' AGGREGATE BASE
- GRIND AND OVERLAY WITH 0.1' HMA
- 0.5' HMA WITHIN THE TRENCH
- ① PAVE WITH 0.5' THICK III B2-PG64-10 HMA
- ② PLACE 0.5' THICK AGGREGATE BASE
- ③ GRIND AND OVERLAY 0.1' TYPE III C3-PG64-10 HMA
- 8. ALL STABLE EDGES OF EXISTING PAVEMENT BEING JOINED AND SURFACE BEING OVERLAID SHALL RECEIVE A TACK COAT OF ASPHALT EMULSION.

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TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK	

REF.	DESCRIPTION	APPR.	DATE	PB NUMBER

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT		
DESIGNED BY:	RECOMMENDED FOR APPROVAL BY:	APPROVED BY:
DRAWN BY:		
DATE DRAWN:	DATE:	DATE:

**CALIMESA-AVENUE L  
STORM DRAIN  
SUBSIDENCE REPAIR  
PAVING**

PROJECT NO. <b>5-0-0165</b>
DRAWING NO.
SHEET NO. <b>4 OF 4</b>