

WARNING: ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.

NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

PINE VIEW DRIVE AT BLUE WATER CHANNEL

Big Bear Area

LENGTH: 1.08 miles
WORK ORDER: H15190
AREA: Big Bear
ROAD NO.: 657700-020, 933002-010

For use in connection with the following publications of the State of California, Department of Transportation:

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, unless specified otherwise in these Special Provisions.
2. California Department of Transportation (Caltrans) Standard Plans dated 2023 (Latest revisions), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

-- TRANSPORTATION --



The Notice to Bidders and Special Provisions, prepared for construction on

PINE VIEW DRIVE AT BLUE WATER CHANNEL


Big Bear Area

LENGTH: 1.08 miles
WORK ORDER: H15190
AREA: Big Bear
ROAD NO.: 657700-020, 933002-010

have been recommended for approval under the direction of the following:

 8/9/24

Noel Castillo, P.E. Date:
Director of Public Works

 8/8/2024

Mervat Mikhail, P.E. Date:
Deputy Director of Public Works

have been prepared by or under the direction of the following Registered Engineers:

 8/8/24

Chris Nguyen, P.E. Date:
Design Division Engineering Manager



 8/8/2024

Anthony Pham, P.E. Date:
Traffic Division Engineering Manager



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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of San Bernardino County, State of California, will receive sealed proposals until

10:00 AM THURSDAY, SEPTEMBER 26, 2024

in the building of:

San Bernardino County Department of Public Works
Front Reception Desk
825 East 3rd Street
San Bernardino, CA 92415-0835

PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with:

- 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and
- 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified.

The lowest responsive and responsible bidder and its subcontractors must be registered with the Department of Industrial Relations at the time of award of the Contract and must remain registered throughout the term of the Contract pursuant to Labor Code section 1771.1. For more information, please see <https://www.dir.ca.gov/Public-Works/SB854.html>

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol/>. However, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time, or hard copy in person, with the bidder's security described herein in a sealed envelope prior to the proposal opening date and time, to the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened, and declared via video and teleconference via goto.com/Meeting using meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further login information for the following project:

PROJECT TITLE - PINE VIEW DRIVE AT BLUE WATER CHANNEL

PROJECT LIMITS - Blue Water Channel, Division Drive to Aeroplane Boulevard; Pine View Drive from Sugarloaf Boulevard to Fairway Boulevard

LENGTH: 1.08 miles

WORK ORDER: H15190

AREA: Big Bear

ROAD NO.: 657700-020, 933002-010

The work, in general, consists of cold plane and overlay, pavement reconstruction, bioswales, drainage construction, channel excavation and grading, channel paving, retaining walls, fence reconstruction, signing and striping, and doing other work appurtenant thereto.

The work is separated into the following schedules of work:

- Schedule A: Pine View Drive, Sugarloaf Boulevard to Fairway Boulevard; Blue Water Channel, Division Drive to Sta 31+12 (Pine View Drive)
- Schedule B: Blue Water Channel, Sta 31+12 (Pine View Drive) to Sta 43+57
- Schedule C: Blue Water Channel, Sta 43+57 to Aeroplane Boulevard

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The lowest responsible bidder will be determined by the project total (Schedule A subtotal + Schedule B subtotal + Schedule C subtotal).

This Project requires a Class A Contractor's license issued by the state of California Contractors State Licensing Board. The Contractor must maintain this license from contract award through acceptance. All contractors, including any out-of-state contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

SPECIAL NOTICE

COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) REQUIREMENTS -This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Accordingly, Contractor agrees to comply with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) Federal Guidelines, terms, and conditions as set forth in exhibit enclosed herein and incorporated herein by this reference. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

A non-mandatory pre-bid meeting is scheduled for: 10:00 A.M., THURSDAY, SEPTEMBER 12, 2024

To be held via video and teleconference via goto.com/meeting using meeting ID 434-769-549. See the flyer available under the bid posting on ePro for further login information.

All bidders and interested small businesses are encouraged to attend this meeting.

This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory, but all bidders are encouraged to attend this meeting.

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/bsol/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

Bids shall be prepared in accordance with these Special Provisions and the following:

1. Caltrans 2015 Standard Specifications, unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2023, unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the Department of Public Works located at 825 East 3rd Street, Room 147, San Bernardino, California or at the following website: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

The bids must also be accompanied by cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County in the amount of at least ten percent of the amount of the bid given as a guarantee that the bidder will enter into a contract. The contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution.

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Contractor shall begin construction work **within 15 days** after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of the Caltrans Standard Specifications, "day" means **"24 consecutive hours running from midnight to midnight; calendar day"**.

The Plans and Special Provisions may be obtained at no cost by visiting <https://epro.sbcounty.gov/bsol/> .

QUESTIONS: Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **12:00 P.M. on Thursday, September 16, 2024.**

BONDS: The successful bidder will be required to furnish a Labor and Materials Bond and a Faithful Performance Bond, each in a penal sum equal to one hundred percent of the Contract price

Notice is hereby given that the successful bidder who is awarded the contract may avail itself to Public Contract Code section 22300 which allows substitute securities to be deposited in lieu of retention payments withheld to insure performance.

ePRO: Attention is directed to Section 2, "Proposal Requirements and Conditions" regarding the County of San Bernardino's Electronic Procurement Network (ePro) system. THIS SYSTEM REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE COUNTY.

EQUAL EMPLOYMENT OPPORTUNITY: During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

This contract is subject to the State of California contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

EMERGING SMALL BUSINESS ENTERPRISE PROGRAM: Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Contracts Division at (909) 387-7920.

CONFLICT OF INTEREST AND FORMER COUNTY OFFICIALS: Attention is directed to the Conflict of Interest and Former County Officials requirements in the special provisions.

REPORT BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

PREVAILING WAGES: Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the **Federal Minimum Wages** included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions for the project.

Attention is directed to the prevailing wage requirements in the Special Provisions. The contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. 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 Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department 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 Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or

subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More): In accordance with Public Contract Code section 2204(a), the bidder certifies that at the time the bid is submitted, the bidder signing the bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.): On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

BUILD AMERICA BUY AMERICA (BABA): This project is subject to the [Build America Buy America Act](#), enacted by section 70911 of the of the Infrastructure Investment and Jobs Act (135 Stat, 429, 117 P.L. 58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

CARGO PREFERENCE ACT: This project is subject to the Cargo Preference Act requirements. The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the resulting contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the resulting contract.

PAYMENT BY ELECTRONIC FUND TRANSFER: Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION: This Project is subject to the California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the "Regulations"). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the Contractors off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission. Failure to provide Contractor's CARB compliance number may constitute a material irregularity rendering their bid non-responsive and non-responsible, and subject to rejection for non-responsiveness.

No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a bid, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and any successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing

Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites. The Certificates of Reported Compliance received by the Contractor for this Project must be retained for three (3) years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five (5) business days of the request. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation Section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB within the time period contained in in the Regulations.

Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Contractor shall complete and return the "California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance" form attached hereto as a condition to bidding this Project.

The addition of these requirements shall be considered in concert with existing documents in preparation of bids.

NOEL CASTILLO, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS



By:

ANDY SILAO, P.E., Engineering Manager
Contracts Division

DATE: _____

NOT FOR BID

In case of a 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.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" is used in the Special Provisions, the indented 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.

Whenever in these Special Provisions the term section is used in an introductory instruction, it shall be understood to mean and refer to the section of the Standard Specifications unless otherwise specified. The special provision introductory instructions begin with the words "Delete," "Replace," or "Add," and appear as bold text, centered in the page.

Add the following paragraphs to section 1-1.07B, "GLOSSARY":

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

1. Department – San Bernardino County.
2. Office Engineer, Engineer or Director -- The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General -- The San Bernardino County Board of Supervisors.
4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State – San Bernardino County.
8. Awarding Authority - Means the authorized body or officer that awarded the public works contract.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
11. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.

14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.

15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.

16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.

17. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unilateral, or one signature in nature, subject to performance by a vendor to form a contractual obligation.

18. Purchasing Agent - Means the Director of the Purchasing Department.

19. Bidder/Proposer - Means any person or entity making an offer or proposal to provide goods and/or services to the County.

20. Subcontractor - Means an individual or business firm contracting to perform part or all of another's contract.

21. Bid Item List – Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.

22. Bid book – Means the Proposal pages starting on P-1 of these Special Provisions.

23. Estimated Cost – Is the estimated cost of the project.

24. Holiday – Holidays shown in the following

Holidays

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday in September
County Holiday	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day Eve	December 24th
Christmas Day	December 25th
New Year's Day Eve	December 31st

If a holiday falls on a Sunday the next weekday that is not a holiday will be taken as a holiday.
 If a holiday falls on a Saturday the previous weekday that is not a holiday will be taken as a holiday.

25. Informal-bid contract – Means a contract that has "Informal Bid Authorized by Public Contract Code section 22032(b)" on the cover of the Notice to Bidders and Special Provisions.

26. Labor Surcharge and Equipment Rental Rates - Means Caltrans publication that lists labor surcharge and equipment rental rates.

27. Offices of Structure Design or OSD means the Engineer.

28. "Labor Compliance Office of the district" or "Labor Compliance Office" means the Department's Contracts Division.

29. Business Day - Day on the calendar except a Saturday, Sunday and a holiday.

30. Working Day – This definition is the same as that provided in the Standard Specifications except for the exclusion in subsection 2.1 of the definition of "working day" found in section 1-1.07B, "Glossary," which is revised to state "Saturday, Sunday and a holiday."

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, "General," of the Standard Specifications. In the event of a conflict between the above terms and definitions and the terms and definitions identified in the Standard Specifications, the terms and definitions used in these Special Provisions shall control. Pursuant to section 1-1.07, "DEFINITIONS," of the Standard Specifications, unless otherwise noted as a "working day" or "business day," "day" in these Special Provisions means "24 consecutive hours running from midnight to midnight; calendar day."

Delete section 1-1.08, "DISTRICTS."

Delete section 1-1.11, "WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS."

Add to section 1-1.09:

This project is in a freeze-thaw area.

Replace section 1-1.12, "MISCELLANY," with:

1-1.12 MISCELLANY

Make checks and bonds payable to the San Bernardino County.

^^

2 BIDDING

Add the following paragraphs to section 2-1.01, "GENERAL":

The bidder must comply with the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal must have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In accordance with Public Contract Code section 7106, a Noncollusion Declaration is included in the Proposal. All bidders must review, sign and submit the Noncollusion Declaration with their bid. **Any bid that fails to include an executed Noncollusion Declaration shall be considered nonresponsive.**

The Proposal, including all required forms, must be signed by the bidder or an authorized representative of bidder. PROPOSALS THAT ARE NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.

Replace the 6th paragraph of section 2-1.04, “Pre-bid Outreach Meeting,” with:

The Department may hold a single pre-bid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each pre-bid meeting, will be made available through ePro and/or the Department for all bidders to view

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	<u>(1) Initial Site (ISA) Checklist (September 2022)</u>
Available as specified in the <i>Standard Specifications</i>	
Available as specified in these <i>Special Provisions</i>	Appendix 1 – Geotechnical Report Appendix 2 – Draft Stormwater Pollution Prevention Plan Appendix 3 – Contractor Staging Exhibit
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: _____ _____ Telephone no.: _____	
Available for inspection at: http://www.dot.ca.gov/ _____	

Delete the 3rd, 4th, 5th, 6th, 7th and 8th Paragraph of section 2-1.06, "SUPPLEMENTAL PROJECT INFORMATION".

Replace section 2-1.06A, "General," with:

2-1.06A General

The Proposal, which includes the Bid Item List, can be found in these Special Provisions and on the San Bernardino County Electronic Procurement Network (<https://epro.sbcounty.gov/bsol/>) as described further herein, and shall be used.

Replace section 2-1.06B, "Supplemental Project Information," with:

2-1.06B Supplemental Project Information

The County makes supplemental information available as specified in these Special Provisions. If supplemental project information is available for inspection, bidders may view it by phoning in a request. The Contracts Division phone number is (909) 387-7920. Make your request at least 7 days before viewing. Include in your request:

1. Project title
2. Work order number
3. Viewing date
4. Contact information, including telephone number

The supplemental information may be available to interested parties at the following address:

San Bernardino County Department of Public Works
Contracts Division
825 East 3rd Street, Room 147
San Bernardino, CA 92415-0835

Replace section 2-1.10, "SUBCONTRACTOR LIST," with:

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations public works contractor registration number.
4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES."

Delete the 5th, 6th and 7th Paragraph of section 2-1.15, "PROJECTS \$5 MILLION OR LESS".

Delete section 2-1.15C, "PROJECTS MORE THAN \$5 MILLION".

Delete section 2-1.18, “SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES.”

Delete section 2-1.27, “CALIFORNIA COMPANIES.”

Delete section 2-1.31, “OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS.”

Add the following paragraphs to section 2-1.33, “BID DOCUMENT COMPLETION AND SUBMITTAL”:

ePRO

Bids must be received by the designated date and time. An electronic bid shall be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol/> and hard copy of bidder's security described herein in a sealed envelope delivered prior to the proposal opening date and time at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video teleconference via goto.com/Meeting using meeting ID 434-769-549. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. When bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. All bidders must register with the ePro system prior to the date and time to receive the bid or they will be disqualified. Late or incomplete bids will be considered non responsive. A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project). System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: When sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3rd Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.**

REQUIRED LISTING OF SUBCONTRACTORS A sheet for listing the subcontractors, as required herein, is included in the Proposal.

FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds or other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. **Standard Form LLL, "Disclosure of Lobbying Activities,"** with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

Delete section 2-1.33A, "General."

Delete section 2-1.33B, "Bid Form Submittal Schedules."

Replace section 2-1.34, "BIDDER'S SECURITY," with:

2-1.34 PROPOSAL GUARANTY

- All bids/proposals shall be presented either under sealed cover or submitted through the San Bernardino County Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the County of San Bernardino.

- The security shall be in an amount equal to at least 10 percent of the amount of bid. A bid / proposal will not be considered unless it is accompanied by one of the forms of bidder's security, in accordance with what is stated below.

- The bidder's bond shall conform to the bond form labeled as "Bid Bond" in the "Proposal" section of these Special Provisions, and shall be properly filled out and executed. The "Bid Bond" form provided in the "Proposal" section of these Special Provisions may be used. Upon request, copies of the "Bid Bond" forms may be obtained from the Department.

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Works, 825 E. 3rd Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

Any bid/proposal that fails to include an original paper submission of the bidder's security in a separately sealed mailed or otherwise submitted envelope shall be considered nonresponsive. Bidder's attention is directed to Section 2-1.33, "ePro," of these Special Provisions for further details

Delete the 1st paragraph of section 2-1.40, "BID WITHDRAWAL."

Replace section 2-1.43, "BID OPENING," with:

2-1.43 PUBLIC OPENING OF THE BID

Bids (both paper and ePro) will be opened and read aloud publicly at the place and time set for the opening of bids in the Notice to Bidders or as revised in an Addendum. All bids submitted to the Public Works Department in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Public Works Department for all bidders to view.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

Replace any references in section 2-1.46, "DEPARTMENT'S DECISION ON BID," to "Department" with "Board of Supervisors (or if informally bid, with the Chief Executive Officer)."

Add the following paragraphs to section 2-1.46, "DEPARTMENT'S DECISION ON BID":

Proposals shall be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected if there are erasures or irregularities of any kind.

Bidders that fail to include an executed Noncollusion Declaration shall be considered nonresponsive.

Replace section 2-1.47, "BID RELIEF," with

2-1.47 BID RELIEF

The County may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Department

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3 CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning the Contract Award and Execution

Delete 1st and 3rd paragraph of section 3-1.02A, "General."

Replace 3-1.02B, "Tied Bids," with:

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

Add the following paragraph to section 3-1.03, "CONTRACTOR REGISTRATION"

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner. As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or

voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work

Replace section 3-1.04, "CONTRACT AWARD," with:

3-1.04 CONTRACT AWARD

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

The lowest responsible bidder will be determined by the project total (Schedule A subtotal + Schedule B subtotal + Schedule C subtotal).

Bid Protest: Any bidder submitting a bid to the County for this Project may file a protest of the County's proposed award of the contract for this Project, provided that each and all of the following are complied with:

1. The bid protest is in writing.

2. The bid protest is submitted to and received by the Department of Public Works, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 **before 4:00 p.m. of the sixth (6th) business day following the bid opening.** Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.

3. The written bid protest shall set 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), the form of relief required and the legal basis for such relief. 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. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

Replace section 3-1.05, "CONTRACT BONDS (Pub Cont Code §§ 10221 AND 10222)," with:

3-1.05 CONTRACT BONDS

Both the payment bond and the performance bond shall be in a sum equal to the total contract amount. The bond provider must be an admitted surety insurer (Code of Civil Procedure section 995.311) authorized to do business in the State of California.

Delete section 3-1.07, "INSURANCE POLICIES."

Delete section 3-1.08, "SMALL BUSINESS PARTICIPATION REPORT."

Delete section 3-1.11, "PAYEE DATA RECORD."

Delete section 3-1.13, "FORM FHWA-1273."

Replace section 3-1.18, "CONTRACT EXECUTION," with:

3-1.18 CONTRACT EXECUTION

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filled out appropriately and signed by the successful bidder and returned within 10 days (excluding Saturday, Sunday and holidays) after receiving those documents for execution.

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the County a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

Add section 3-1.20, "DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER," which reads:

3-1.20 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

The successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the San Bernardino County will not approve the contract.

Add section 3-1.21, "CONFLICT OF INTEREST," which reads:

3-1.21 CONFLICT OF INTEREST

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Add section 3-1.22, "FORMER COUNTY OFFICIALS," which reads:

3-1.22 FORMER COUNTY OFFICIALS

Contractor must provide information on former San Bernardino County Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the proposal being deemed nonresponsive.

Add section 3-1.23, "SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES," which reads:

3-1.23 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to in this section as Contractor) agrees as follows:

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter

referred to in this section as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Contractor, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or the United States Department of Transportation Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part. (6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through

(6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Add section 3-1.24, "REFERENCE CHECKS," which reads

3-1.24 REFERENCE CHECKS

Reference checks may be performed on the apparent low bidder, and if performed, the apparent low bidder shall be required to submit a list of references upon request.

Add section 3-1.25, "IRAN CONTRACTING ACT OF 2010," which reads:

3-1.25 IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Add section 3-1.24, "RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22," which reads:

3-1.24 RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

3-1.25 EMERGING SMALL BUSINESS ENTERPRISE PROGRAM: Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Department of Public Works, Contracts Division at (909) 387-7920.

3-1.26 PAYMENT BY ELECTRONIC FUND TRANSFER: Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

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4 SCOPE OF WORK

Add the following paragraph to Section 4-1.03, "WORK DESCRIPTION":

The work, in general, consists of constructing embankments; culverts; headwalls; retaining walls; grading; slope protection; asphalt paving; concrete paving; fencing; striping and signage and doing other work appurtenant thereto.

Replace "Change Order" at each occurrence in section 4-1.05, "CHANGES AND EXTRA WORK," with "Change Order or Contract Amendments."

Replace section 4-1.06A, "General," with:

4-1.06A General

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly

different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall SP - 26 apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Delete section 4-1.07, "VALUE ENGINEERING."

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5 CONTROL OF WORK

Add to section 5-1.09A, "General," the following paragraphs:

San Bernardino County will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Further, nothing contained in this provision shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the rights, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto

Delete section 5-1.09B, "PARTNER MEETING."

Replace section 5-1.12, "ASSIGNMENT," with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the County. To request consent, submit your request in writing to the Department Engineer. The County does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

If you assign the right to receive Contract payments, the County accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and

withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

Add to section 5-1.13A, "General," the following paragraphs:

Contractor must comply with section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, D-U-N-S Number, Equal Employment Opportunity Program, Conflict Of Interest, And Former County Officials" of these Special Provisions.

Each subcontract must comply with the Contract and any lower tier subcontract that may in turn be made must comply with the Contract, including but not limited to Section 7, "Legal Relations and Responsibility to the Public," of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html

Delete section 5-1.13C, "Disabled Veteran Business Enterprise"

Delete section 5-1.13D, "Non-Small Business"

Add the following paragraphs to section 5-1.20B(1), "General":

A copy of the PLACs are included in these Special Provisions. The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel (if applicable), or personnel from another state, federal, or local agency upon request. CDFW personnel may enter the project site at any time to verify compliance with the Agreement (if applicable).

Replace the phrase "3. Structure name and number, if any" in section 5-1.23A, "General," with "Project name, structure or road number."

Delete all of the paragraphs in section 5-1.27E, "Change Order Bills," with the exception of the 1st paragraph.

Add the following paragraphs to section 5-1.36A, "General":

Wherever work requires removing materials, the work and the unit price includes hauling and disposing of the materials outside of the project limits unless salvaging or incorporating the materials into the final work is described.

High Risk Facility Notification:

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

Replace 2nd paragraph of section 5-1.36A, "General," with:

Contractor must notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) at 811 or 1-800-422-4133

Add the following paragraphs to section 5-1.36C(1), "General":

Attention is directed to Section 5-1.36C, "Non-Highway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

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

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following: Underground Service Alert of Southern California (USA) 1-800-227-2600 Attention is directed to other obstructions as follows: AGENCY CONTACTS The following utility/municipal agencies have facilities within the limits of the subject project:

AGENCY	CONTACT	ADDRESS/ PHONE/CELL
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The contractor shall notify all listed utility companies two weeks prior to start of work.

The contractor is to notify Underground Service Alert at 1-800-227-2600, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

1. During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer. (See "Reset Roadside Signs" elsewhere in these Special Provisions).
2. Existing guideposts (paddles) that interfere with construction shall be removed and disposed of.
3. Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.
4. Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while working in the road shoulder areas.
5. Throughout the project, utility poles, fire hydrants, water meters, gas meters, water valves and gas valves will be located in the construction area. If applicable, the Contractor shall perform his grading operations around these and construct embankment using pneumatic tampers to achieve the required compaction.
6. The Contractor shall protect existing manholes in place and costs therefor shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No

prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor's responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.

7. The Contractor shall protect existing valve cans in place and raise those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over Contractor shall provide utility window(s) as detailed in the Relocation Table in this section. Multiple utility windows may occur consecutively or concurrently. Days on which the Contractor's controlling operation(s) are suspended due to activities in compliance with providing utility window(s) shall be considered as "non-working" days, in accordance with the fourth paragraph of Section 8-1.06, "Suspension." These "non-working" days will be recorded by the Engineer on Weekly Statements of Working Days as "Non-Working Day, Other." The provisions of Section 8-1.10, "Liquidated Damages," shall not apply to delays caused and covered by the utility window(s) identified in this section. The costs associated with providing utility windows including, but not limited to, overhead, maintaining BMPs and traffic control will be borne solely by the Contractor.

The Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during any relocations of buried utilities during construction. Surplus removed materials shall be disposed of outside the highway right-of-way in accordance with section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Attention is directed to prevailing wage provisions pertaining to hauling "trash" and/or "recyclable" materials.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, including utility adjustments to grade, providing utility windows and coordination, and for doing all work involved shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

Replace Section 5-1.36C(2) with:

5-1.36C(2) Nonhighway Facility Protection

The utilities shown in the following table may interfere with the work and must be exposed or protected in place. Make arrangements with the utility owner (1) to conduct or witness all exposures or (2) to request temporary deactivation of the utility.

Utilities to Be Exposed and/or Protected in Place During Construction

Utility	Location
<u>Overhead Joint Poles (Electric & Telecommunications)</u>	<u>Throughout project limits</u>
<u>Underground Gas</u>	<u>All legs of intersection</u>
<u>Underground Water</u>	<u>Both legs of Stanfield Cut Off and East leg of SR 38</u>

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

Delete section 5-1.39C (2), "Plant Establishment Period of 3 Years or More."

Revise the phrase "2. Bar to arbitration (Pub Cont Code § 10240.2)" in the sixth paragraph of section 5-1.43A, "General," with:

Bar to pursue the claim in a court of law.

Replace section 5-14E Alternative Dispute Resolution with

5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.

Claims between the County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated herein and found at the end of these Special Provisions.

Please note that pursuant to Public Contract Code section 9204(c)(1), a "claim" means the following:

a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project. (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled. (C) Payment of an amount that is disputed by the public entity.

Add section 5-1.43G, "Civil Action," which reads:

5-1.43G Civil Action

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California. **IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:**

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor San Bernardino, California 92415-0016

A copy of the County's standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at http://countyline.sbcounty.gov/riskmanagement/content/forms/claim_against_county.pdf.

Venue for any such litigation concerning this Project or Agreement shall be in the Superior Court of California, San Bernardino County, San Bernardino District and Contractor agrees to incorporate this provision into all subcontracts.

Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District

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6 CONTROL OF MATERIALS

Add the following paragraph to section 6-1.01, "GENERAL":

Contractor must comply with Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

Add the following paragraph to section 6-2.01, "GENERAL":

All materials required to complete the work under this contract shall be furnished by the Contractor. The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the Department performs if they are available at the job site. Schedule work to allow time for QAP.

Add section 6-3.01 Prequalified And Tested Materials For Traffic Control Devices

Contractor must comply with section 6-1.05, "SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION," of the Standard Specifications and these Special Provisions.

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time. Contractor may use a product that is equal to or better than the specified brand or trade name if authorized.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Traffic Division a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

Said list of approved prequalified and tested signing and delineation materials and products cover the following traffic control devices:

MATERIAL

- Pavement markers, reflective and non-reflective
- Temporary pavement markers
- Striping and pavement marking tape
- Flexible delineators and markers
- Channelizers
- Sign sheeting materials
- Railing and barrier delineators
- Traffic cones and reflective cone sleeves

A certificate of Compliance shall be furnished as specified in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for signing and delineation products. Said certificate shall also certify that the signing and delineation product conforms to the prequalified testing and approval of the Department of Public Works, Traffic Division and were manufactured in accordance with the approved quality control program.

The Approved Prequalified and Tested Signing and Delineation Materials (also referred to as the "Authorized Materials List" or "Pre-Qualified Products List") are as follows:

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

- Apex (4x4)
- Ray-O-Lite, Models SS, RS, and AA (4x4)
- Stimsonite 88 (4x4)
- Reflective pavement markers with abrasion resistant surface:
- Stimsonite 911 (4x4)
- Stimsonite 944 SB (2x4) - formerly model 947
- Stimsonite 948 (2.3x4.7)

Non-reflective pavement markers for use with epoxy or bituminous adhesive:

- Apex Universal, Ceramic
- Ferro Corporation, Permark (ceramic)
- Highway Ceramics Inc., Ceramic Safety
- Signs Inc. "Safety Dot" Model SD4 (Polyester)
- Traffic Control Signs Co., Titan, TM40WY (Polyester)

Non-reflective pavement markers for use only with bituminous adhesive:

- Edco, Models A 1107, AY 1108 (ABS)
- Valterra Products - P20-2000W and P20-2001Y (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary pavement markers for long-term day/night use (6 months or less):

- Astro Optics Model TPM (4x4)
- Flex-O-Lite Model RCM (4x4)
- JStimsonite 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex 35573558 (4x4)

Temporary pavement markers for short-term day/night use (14 days or less):

- Astro Optics Model TPM (4x4)
- Davidson T.O.M. (Flexible)

- Flex-O-Lite Model (RCM) (4x4)
- Stimsonite Model 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex Model 30023004 (4x4)
- Swareflex Model 35573558 (4x4)
- Valterra Products 12801281 Series (Flexible)
- 3M Scotch-Lane A200 Pavement Marking System

Temporary pavement markers for short-term day/night use (14 days and less) at seal coat locations:

- Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
- Valterra Products – 128012

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

- Brite-Line Series 1000
- Swarco Industries "Director"
- 3M Stamark Brand Pliant Polymer Grade Series 5730
- 3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable construction grade striping and pavement marking tape:

- Advanced Traffic Marking ATM Series 200
- 3M Stamark Brand, Detour Grade, Series 5710
- Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

- 3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

- All West Plastics "Flexi-Guide 400"
- Carsonite Curve-Flex CFRM-400
- Carsonite Roadmarker CRM-375
- FlexStake H-D Polyform, Inc., "Vista-Flex"

Non-drivable flexible type (48") (For special use only)

- Carsonite "Impactor" with 18" soil anchor
- Carsonite "Survivor" with 18" U-Channel anchor
- Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)
- Safe-Hit with 15" soil anchor (SHA5-15C-GL)
- Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)
- Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

- FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

- Carsonite "Survivor" Model SMD-353
- Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)
- Carsonite Super Duck II "The Channelizer"
- FlexStake Surface Mount H-D The Line Connection "Dura-Post"
- Repo, Models 300 and 400
- Safe-Hit Guide Post with glue down base (SH236SMA)

TRAFFIC CONES

- Highway Safety Products 28"
- Radiator Specialty Company 28"
- Roadmarker Company "Stacker" 42"
- Bent Manufacturing Co., "T-Top" 42"

TYPE "K" OBJECT MARKER (18")

- Carsonite Models SMD 615 and SMD 615-A
- Repo, Models 300 and 400
- Safe-Hit Model SH718SMA

TYPE "K-4" OBJECT MARKER (24")

- Carsonite, Super Duck II
- The Line Connection, "Dura-Post"
- Repo, Models 300 and 400
- Safe-Hit

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

- All West Plastics "Flexi-Guide 235"
- Duraflex Corp. "Flexi 2020"
- Davidson Portable Concrete Barrier Marker (PCBM-12)
- Reflexite Barrier Mount Delineator (Mod. 661-662)

Non-impactable Type

- Astro-Optics JD Series
- Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

- Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

- Carsonite Guardrail Delineator Post (CFGR 427)
- Safe-Hit 27-inch Guardrail Delineator
- All West Plastics "Flexi-Guide" 327

METAL BEAM GUARDRAIL DELINEATOR

- Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

- 3M High Intensity

- Reflexite PC 1000 (Metalized Polycarbonate)
- Reflexite AP-1000 (Metalized Polyester)
- Seibulite ULG (Ultralite Grade)

SIGNING MATERIALS –The following Retro-reflective Sheeting Materials are Acceptable for use on County Maintained Road System Signs:

Regulatory Signs (Exclude STOP signs and Parking Signs):

- T6500, ASTM D 4956-01, Type IV.

Stop Signs:

- DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

- T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

- FYG, ASTM D 4956-01, Type IX. SP - 41

Guide Signs:

- T6501, ASTM D 4956-01, Type IV. Construction Signs: FDG, ASTM D 4956-01, Type IX.

Signs Utilizing Super Engineering Grade (e.g. No Parking Sign):

- ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

- ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following paragraphs to section 7-1.02I(2), "Nondiscrimination":

Contractor must comply with section 7-1.02I (2), "Nondiscrimination" of the Standard Specifications, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein.

During the term of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or

military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the contract.

Replace the 2nd and 3rd paragraphs of section 7-1.02K (2), "Wages," with:

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so requires. In such cases, the State Contract Act will govern.

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations

(<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>).

In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the Federal Minimum Wages included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions for the project.

Attention is directed to the prevailing wage requirements in the Special Provisions. The contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. 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 Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department 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 Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

Add the following paragraph after third paragraph of section 7-1.02K (3) "Certified Payroll Records (Labor Code § 1776),"

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department.

Delete paragraphs 5 and 6 of section 7-1.02K (3) "Certified Payroll Records (Labor Code § 1776),"

Add the following paragraphs at the end of section 7-1.02K (3) "Certified Payroll Records (Labor Code § 1776),"

Certified payroll records are required to be submitted weekly to the Engineer during the term of construction.

Contractor and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) pursuant to Labor Code section 1771.1 identified herein.

Delete Section 7-1.02K(6)(j)(ii), titled "Lead Compliance Plan".

Add the following sentences to the 17th paragraph of section 7-1.04, "PUBLIC SAFETY":

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must furnish, erect and maintain those fences, Type K temporary railing, barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

Replace items 1, 3 and 4 in the list in the 22nd paragraph of section 7-1.04, "PUBLIC SAFETY," with:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane except:
 - a. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter;
 - b. Excavations parallel to the lane for the purpose of pavement widening or reconstruction; and/or
 - c. Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane

Replace the 23rd paragraph of section 7-1.04, "PUBLIC SAFETY," with:

Where lanes are adjacent to the area where the work is being performed or equipment is operated, including shoulders, the adjacent lane must be closed under any of the following conditions unless otherwise provided in the Standard Specifications and these Special Provisions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Temporary crash cushion modules must conform to the specifications in section 12-3.15, "TEMPORARY CRASH CUSHION MODULE" of the Standard Specifications.

Add the following paragraph between the 26th and 27th paragraphs of section 7-1.04, "PUBLIC SAFETY":

Open trenches left open overnight must be protected by Type K temporary railing or other approved temporary traffic barrier as determined by the Engineer.

Replace section 7-1.05A, "General," with:

7-1.05A General

Indemnification – To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify,

defend (with counsel reasonably approved by County) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County, unless the County agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor's indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor's obligations under this Section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

Replace section 7-1.06 with:

7-1.06 INSURANCE

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **San Bernardino County** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (a separate, legal public entity), collectively referred to in this section as the **County**, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. Additionally, all policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the City of San Bernardino and City of Redlands, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 201011 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors, as well as any other entities named herein. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or any other entities named herein.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days

of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and must have a minimum Best’s Insurance Guide rating of “A-” and minimum Financial Size Category of “VII” according to A. M. Best Company, Inc., website <http://www.ambest.com/>. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements, whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown

Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and

the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with minimum combined single limits, per occurrence, as follows:

CONTRACT AMOUNT	MINIMUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) Two million dollars (\$2,000,000) general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have minimum combined single limit for bodily injury and property damage, per occurrence, as follows:

CONTRACT AMOUNT	MINIMUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a ‘dropdown’ provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Course of Construction/Installation Property Insurance – A policy providing all risk, including theft coverage for all properties and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

Continuing Products/Completed Operations Liability Insurance – A policy with a limit of not less than five million dollars (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million dollars (\$1,000,000).

Subcontractor Insurance Requirements – The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the County as well as any other entities named herein as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

Delete section 7-1.07B, “Seal Coat Claims.”

Replace section 7-1.11C, “Female and Minority Goals” with:

7-1.11C Female and Minority Goals

See section 2-1.12 of these Special Provisions.

^^

8 PROSECUTION AND PROGRESS

Replace section 8-1.02, “SCHEDULE” with:

8-1.02 PROGRESS SCHEDULE

After contract award, and prior to construction, the Contractor shall submit to the Engineer a baseline progress schedule as part of the pre-construction submittals. The Contractor shall furnish the schedule in both printed and electronic (Microsoft Excel or equivalent) format. If the Contractor cannot furnish the schedule in Microsoft Excel format, then another format approved by the Engineer shall be used. The schedule shall show the construction activities (including the controlling activity(ies)), order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Progress schedule updates are also required to be submitted during construction, within 10 working days of the Engineer’s written request. Failure of the Contractor to submit progress schedule updates within the required time frame may result in the withholding of progress payments.

**Replace 1st paragraph of section 8-1.03, "PRECONSTRUCTION CONFERENCE,"
with**

After contract award, and prior to construction, a pre-construction conference / meeting will be held at a time and location determined by the Engineer, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, utilities, submittals, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

Replace 8-1.04A, "General," with:

8-1.04A General

After contract award, and prior to the pre-construction conference, the Engineer will issue a Notice to Proceed with Submittals to the Contractor, and the Contractor shall then begin submitting all required submittals necessary to begin work, as listed below. Failure to provide the required submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each and every day after the submittal due date.

Prior to construction, the following submittals are required:

1. Baseline progress schedule – to be provided at least **5 working days** prior to construction
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Fire Safety Plan
4. Notice to Residents, in English and Spanish
5. Notice of Materials to be Used
6. Subcontracting Request
7. Staging Area
8. Storm Water Pollution Prevention Plan (SWPPP)/Water Pollution Control Program (WPCP)
9. All required environmental submittals
10. Traffic Control Plan
11. Valid proof of approved permits, including Encroachment permit from the City, if applicable
12. List of personnel assigned to the project
13. Emergency contact list
14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
15. Dewatering Plan (if needed), prepared by a licensed Professional Civil Engineer.
16. Acceptance of the working / shop drawings for the concrete arch culverts and concrete headwall parapets
17. For precast elements, written statement from the manufacturer or vendor that the order for the precast arch culverts and headwall parapets has been received and accepted by the

manufacturer or vendor. The statement must show the date(s) that the materials will be delivered to the project site

18. Any other pre-construction submittals deemed necessary by the Engineer

19. Quality Control Plan

20. Project Phasing Plan

The above submittal requirements shall be completed within 15 calendar days after the Notice to Proceed with Submittals is issued. The Traffic Control Plan, however, shall be submitted prior to the pre-construction meeting. The working / shop drawings for the precast concrete arch culverts and headwall parapets shall be submitted within fifteen (15) calendar days after the Notice to Proceed with Submittals is issued, and the Engineer will have 15 calendar days to review and accept the drawings.

The Contractor shall be solely liable for the procurement of the precast arch culverts and headwall parapets. After approval of working / shop drawings, the Contractor shall secure a fabrication & delivery date and incorporate the installation date in the project baseline schedule with the delivery date not to exceed 40 working days from the Notice to Proceed with Construction. The Contractor shall demonstrate in the project baseline schedule that the work is properly arranged so that the precast culverts can be installed immediately after the culverts are delivered to the project site.

Replace 8-1.04B, "Standard Start," with:

8-1.04B Standard Start

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. The Contractor shall begin construction work within 15 days (excluding Saturdays, Sundays, and holidays) after Engineer's issuance of the Notice to Proceed with Construction. Issuance of the Notice to Proceed with Construction is at the sole discretion of the County. The First Working Day Designated will be the date of the Notice to Proceed with Construction or the date of beginning construction work, whichever is later. In no case will the First Working Day Designated be later than 15 days after the Notice to Proceed with Construction, excluding Saturdays, Sundays, and holidays. The Department does not adjust time for starting before the First Working Day.

The Contractor shall diligently prosecute the work to completion before the expiration of

ONE HUNDRED TWENTY (120) WORKING DAYS

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date

Replace section 8-1.04C with:

8-1.04C Delayed Start

Section 8-1.04B does not apply.

Start job site activities within 55 days after receiving notice that the Contract has been approved by the Board of Supervisors or the Board appointed and authorized to represent the Department.

Do not start job site activities until the Department authorizes or accepts your submittal for:

3. CPM baseline schedule
4. WPCP or SWPPP, whichever applies

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used form.

You may start job site activities before the 55th day after Contract approval if you:

1. Obtain specified authorization or acceptance for each submittal before the 55th day
2. Receive authorization to start

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

Replace 8-1.10A, "General", with:

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

The Contractor shall pay the County the sum of

SIX THOUSAND EIGHT HUNDRED DOLLARS (\$6,800) PER DAY

for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

9 PAYMENT

Replace Section 9-1.02D with:

9-1.02D RESERVED

Delete the 11th, 12th, 13th, and 14th paragraphs in section 9-1.03.

Replace the 16th paragraph in section 9-1.03 with

Pay subcontractors within 7 days of receipt of each progress payment under Business and Professions Code section 7108.5.

Add the following paragraphs to section 9-1.16A

The Contractor shall accept all payments from the Department via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by the Department required to process EFT payments.

The provisions of Public Contract Code section 20104.50, cited immediately below, dealing with the modification, performance, and payment of public works contracts are incorporated herein.

20104.50.

(a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

Replace section 9-1.07 with

9-1.07 RESERVED

Replace the 5th item in following paragraph 1 of section 9-1.16C with

5. Stored within the Department and you submit evidence that the stored material is subject to the Department's control.

Add the following paragraph to section 9-1.16C.

Payment for Materials on Hand, meeting the criteria in this section will be at the sole discretion of the Engineer.

Delete the 2nd paragraph in section 9-1.16D(1).

Replace the third paragraph in section 9-1.16E(1) with

Withholds are not retentions under Public Contract Code § 7107 and do not accrue interest.

Replace section 9-1.16F with

The Department and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the Department will retain **5%** of the payments made to Contractor and total retention proceeds withheld by the Department shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by Department in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

The retention will be held for 35 days following the recordation of the Notice of Completion, at which time the Department will direct the County Auditor will be directed to release the withheld funds.

Contractor may upon written request, and at its expense deposit substitute securities found in Government Code section 16430 as authorized by the Public Contract Code section 22300 in lieu of retention monies withheld to ensure performance.

Replace 9-1.17D(1) with

After acceptance by the Director, then Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payments, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate, or a written statement of claims as provided below.

On the Contractor's approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Department will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files a claim(s), the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Department will pay the sum so found to be due. Such semifinal estimate and any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

For additional claims procedures and rights under the Public Contract Code, please see 5-1.43E, "Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6," of these Special Provisions.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Any claim for overhead type expenses or costs shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Department at its discretion.

Any costs or expenses incurred by the Department in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Department within the meaning of the California False Claims Act.

Replace section 9-1.17D(2)(a) with

9-1.17D(2)(a) RESERVED

Replace the 6th paragraph in section 9-1.17D(3) with

Failure to comply with the claim procedures is a bar to pursue the claim in a court of law.

Replace section 9-1.22 with

9-1.22 CIVIL ACTION

See Section 5-1.43G, "Civil Action" of these Special Provisions.

DIVISION II – GENERAL CONSTRUCTION

10 TECHNICAL PROVISIONS

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

First order of work - The Contractor shall obtain an encroachment permit from the Big Bear Airport Authority.

The Contractor shall obtain an encroachment permit from Caltrans.

The Contractor shall obtain an encroachment permit from the City of Big Bear Lake.

Second order of work - The contractor shall contact the County Surveyors to request survey for horizontal and vertical control staking of the centerline of the roadway at least two (2) weeks prior to the start of construction.

The purpose for the survey request is for the County Surveyor to provide enough survey data for the contractor to reconstruct the roadway in its current location. The survey data will be provided as follows:

- 1) Survey stakes will be provided at 25' maximum increments along tangent segments and at 10' maximum increments along horizontal curves, and 10' maximum increments along grade breaks.

- 2) Additional stakes may be provided at existing edge of pavement returns and other areas as requested by the contractor, subject to the approval of the Engineer.
- 3) Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

Third Order of Work - The Contractor shall install Portable Changeable Message Signs at locations approved by the Engineer. The signs shall be installed two (2) weeks prior to the start of construction or as directed by the Engineer.

Attention is directed to the "Portable Changeable Message Signs" section of these Special Provisions regarding compensation for conforming to this order of work.

Fourth Order of Work - The Contractor shall submit a Traffic Control Plan detailing the proposed construction staging, lane shift plan, and traffic control during the submittal timeframe for review and approval by the Engineer.

Attention is directed to the "Traffic Control System" section of these special provisions regarding compensation for conforming to this order of work.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing cost, other work, labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

Fifth Order of Work – Prior to the start of construction, the Contractor shall coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per Section 10-1.07, "Environmental Mitigation Measures" of these special provisions. If approved staging area is outside of existing road right-of-way, Contractor shall be required to submit construction staging agreement with property owner to the Engineer.

Sixth Order of Work – The Contractor shall submit an approved Stormwater Pollution Prevention Plan to the RWCQB for Construction General Permit coverage and obtain a WDID number.

Seventh Order of Work – The Contractor shall submit for approval their Quality Control Plan which outlines the testing for the entire project and must include a paving plan which outlines the equipment used. Construction Phasing Plan as well as testing the field and at the plant. The Quality Control Plan must conform to the Caltrans 2023 Standard Specifications and the County QAP as well as any additional requirement ordered by the Engineer.

10-1.02 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall furnish, erect, and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who

travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

When applicable, the California MUTCD latest edition Figure 6H-28 "Sidewalk Detour or Diversion" Typical Application 28 and Figure 6H-29 "Crosswalk Closures and Pedestrian Detours" Typical Application 29 as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan.

If any of the above referenced CA MUTCD Typical Application/s is/are not applicable due to project field conditions, or as required by the Engineer, the Contractor shall prepare a Pedestrian Traffic Control Plan and submit to the Engineer for review and approval. The Pedestrian Traffic Control Plan shall detail any pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) – Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than 1 foot deep.
 - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)
 - f) Excavations protected by existing barrier or railing.
 - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications,

shall be offset a minimum of 15.33 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15.33 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The sixth paragraph of Section 12-3.20C(1), "General," of the Standard Specifications is amended to read:

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane as directed by the Engineer. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Approved Traffic Products" of these special provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed, or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach speed of public traffic (Posted Limit mph)	Work Areas
Over 45 mph	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 mph	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent, temporary railing, or barrier. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 11 feet without written approval from the Engineer.

When work is not in progress on trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be the same as specified for the lane closure.

Open trenches left open overnight shall be protected by temporary railing (Type K) or other approved temporary traffic barrier as determined by the Engineer.

The locations of temporary railing (Type K) shall be shown on Traffic Control Plans for review and approval by the Engineer. Attention is directed to the Traffic Control System section elsewhere in these special provisions.

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with Section 7-1.05 "INDEMNIFICATION" of the Standard Specifications and these Special Provisions.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements of Section 7-1.04, "Public Safety," and the requirements of these special provisions, including furnishing all labor and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract price paid for Traffic Control System and no additional compensation will be allowed therefor.

10-1.03 DUST CONTROL

This work, Dust Control, shall consist of all operations necessary to control fugitive dust arising from construction operations, and due to any disturbance of natural ground covers resulting therefrom, in compliance with governing EPA and NPDES requirements and shall conform to the provisions in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions.

During construction, the construction contractor shall ensure that all active portions of the construction site are watered a minimum of twice daily or more often when needed, to prevent excessive amounts of dust and the spread of invasive wind dispersed seeds. The construction contractor shall ensure that all material stockpiled is sufficiently contained using water or other palliatives to prevent excessive amounts of dust, and the spread of invasive wind dispersed seeds.

No stream water may be used in construction, such as in dust control. All construction water shall be from developed sources.

The Contractor shall furnish adequate dust control measures as provided in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions during normal non-work hours (e.g., nights, weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders, at no additional cost to the Department. Additional dust control required during suspensions of work directed by the Engineer, for reasons stated in Section 8-1.06, "Suspension," for which the Engineer authorizes extension of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05. "Changes and Extra Work," of the Standard Specifications.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

10-1.04 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

Title II of the Americans with Disabilities Act (ADA) of 1990 requires that public entities including state and local governments, ensure that persons with disabilities have access to the pedestrian routes in the public right of way.

Therefore, the Contractor shall adhere to the requirements of ADA. Any ramps or sidewalks built that failed to meet ADA shall be re-constructed according to the lines, grades and elevations as shown on the applicable Standard Drawings or approved Plans and all expenses thereof shall be borne by the Contractor. If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

Attention is directed to sections, "Miscellaneous Concrete Construction" and ADA Ramp Detectable Warning Surface" elsewhere in these Special Provisions.

Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements.

Full compensation for conforming to the requirements of this section including labor, materials, tools, equipment, and incidentals, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

10-1.05 PERMITS AND AGREEMENTS

Prior to construction, the Contractor shall obtain permits as required for all work located within the Big Bear Airport, Caltrans and City of Big Bear.

The Contractor shall conform to all Permits and Agreements requirements in performance of work on this project.

The County has an agreement with the Big Bear Airport which includes requirements and regulations within the airport jurisdiction which has been included in List of Permits and Agreements (Brown Pages).

The County has obtained a Caltrans encroachment permit for this project which is included in List of Permits and Agreements (Brown Pages). The Contractor will be responsible for reapplying on the existing Caltrans permit.

Full compensation for permit fees and complying with the requirements of the Big Bear Airport, Caltrans and City of Big Bear with respect to operations under their jurisdiction, not otherwise provided for, shall be considered as included in the prices paid for the **various contract items** of work and no additional compensation will be allowed therefor

Coordination

Construction working hours will be limited per Section 10-1.08 Traffic Control System, unless otherwise approved by the Engineer.

At a minimum the Contractor shall coordinate the construction activities two (2) weeks in advance prior to construction with cities, agencies, and schools below to minimize conflicts with their schedule:

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website

Big Bear Airport Authority	Airport traffic	All hours	Ryan Goss	Phone: 909-585-3219 Email: rgoss@flybigbear.com Website: flybigbear.com
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It is the Contractor's responsibility to verify the schedules of the above mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

Additional contact information of other agencies may be provided to the Contractor during the pre-construction meeting.

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

Big Bear Airport Authority Requirements

Work inside the airport (airside work) shall conform to the requirements of FAA Advisory Circular (AC) 150-5370-10H – *Standard Specifications for Construction of Airports*, and FAA Advisory Circular (AC) 150-5370-2G – *Operational Safety on Airports during Construction*.

Before initiating work on the airside of the airport, all Contractor and subcontractor personnel shall be oriented by the Big Bear Airport Authority (BBAA).

The Taxiway Safety Area (TSA) shall be measured at 24.5 ft from the taxiway centerline. No construction may occur within the TSA while the taxiway is open for aircraft operations.

The Taxiway Object Free Area (TOFA) shall be measured at 44.5 ft from the taxiway centerline.

The Contractor shall place low profile barricades adjacent to the taxiway when operations are required within the TOFA. Low profile barricades shall also be required around staging areas on the airfield pavement.

No debris shall be left on the airside pavement. If construction debris is observed on the airside pavement within 50 feet of the project limits or any equipment routes, the Contractor shall promptly sweep the pavement. Sweeping operations in restricted areas shall be pre-authorized by the BBAA.

The BBAA shall have the authority to:

1. Mobilize the Contractor's crews to make immediate repairs to water pollution control practices causing excessive dust,
2. Stop construction activities damaging water pollution control practices that control dust,
3. Stop construction activities causing dust.

The contractor shall place two 6-inch by 6-inch minimum orange flags on both sides of each taxiway light adjacent to the project limits, offset by 2-feet in the direction transversely away from the edge of pavement line and 2-feet longitudinally on each side.

All construction vehicles shall have a 3-foot by 3-foot minimum white-and-red checkered airport safety flag.

Any equipment operating above a 20-foot height above the adjacent airfield edge-of-pavement shall be pre-authorized by the BBAA.

All access points to the airside of the airport shall be fenced and locked at all times. If the Contractor needs to leave airside access points left unlocked for more than 5 minutes, the access point shall have a guardperson to prevent entry of unauthorized persons.

Where fencing is to be reconstructed, the Contractor shall provide temporary fencing of at least 6 feet in height.

Appendix 3 – Contractor Staging Exhibit

_shows potential Contractor staging areas, Contractor-restricted areas, and acceptable haul routes.

10-1.06 CONTROL OF WATER, AND CONSTRUCTION PROTECTION DEWATERING

This work, Diversion and Control of Water/Dewatering, shall consist of devising, installing, maintaining and removing measures necessary to protect the project against the intrusion of water, including but not limited to, storm water, ground water, mud, and any flows carrying deleterious matter, as well as protection of public and private property. Such work shall be in accordance with provisions in Section 13, "Water Pollution Control" of the Standard Specifications and these Special Provisions.

It is anticipated that considerable amount of storm, surface, ground or other waters will be encountered at various times and locations during excavation and construction. Increased risk of storm runoff shall be anticipated during any period between October 15th and April 15th of the following year. Such waters may interfere with the Contractor's operations and may cause damage to adjacent or downstream private and/or public property by flooding or erosion if not properly controlled. In submitting a bid, the Contractor acknowledges such risks and assumes all responsibility therefore, except as otherwise provided in Section 5-1.39, "Damage Repair and Restoration" of the Standard Specifications and in these Special Provisions.

Contractor shall assume full liability for damages to public and private property adjacent to and downstream of the project site resulting from failure to control, contain, or divert storm water, ground water, or other water flows entering the project site from any source, or arising from damage to water carrying facilities within the project site during construction.

Attention is directed to requirements elsewhere in these Special Provisions for Stormwater Pollution Prevention Plan (SWPPP). Incorporated in erosion control plans there under (prepared, sealed, and signed by a Professional Civil Engineer registered in the State of California) shall be a scheme of operations and all methods proposed for dewatering and/or protection against potential damage to the work within the project limits. Said erosion control plans will be the basis for inspection of protective measures by the **Engineer**, or his authorized representative, and shall be amended by, or under the direction of, the Professional Engineer who originally prepared the plans to reflect actual construction practices or changes of conditions at the work site(s). Except as otherwise allowed in this section, the **Contractor** shall bear full responsibility for the adequacy and effectiveness of protective measures.

It shall be the responsibility of the Contractor to dewater the channel and any groundwater encountered during construction. The Contractor's method of dewatering shall be submitted to the Engineer for approval prior to commencing work. The Dewatering Plans shall be prepared, designed and stamped by a California Registered Professional Engineer or Civil Engineer duly approved by the County Engineer prior to commencing the work showing the scheme of operations. Such submittal of plans does not relieve the Contractor of the Contractor's responsibility to protect the work from

damage per Section 5-1.37 "Maintenance and Protection" of the Standard Specifications. Approval of the dewatering method by the Engineer shall in no way transfer responsibility or liability for dewatering to the Engineer, County, and/or Flood Control District.

The Dewatering Plan shall meet all the necessary guidelines or requirements under the regulatory permits authorizing work within the streambed issued by the following Departments: Fish & Game, Army Corps of Engineers and Santa Ana Regional Water Quality Control Board; and each of the permits, along with the Categorical Exemption, has conditional instructions attached and found elsewhere in the Special Provisions and as specifically mentioned in the preceding paragraph below.

Dewatering activities shall be subject to the requirements of the Construction General Permit.

The Contractor, after initial dewatering, shall continue to take protective measures to protect the project area from all storm flows, existing surface flows, groundwater, mud, and other deleterious matter. Dewatering facilities shall be maintained until all flows can be handled by the new drainage facilities.

Erosion Control Plans shall be coordinated with the SWPPP required under this contract, and payment for revision, submittal, implementation, and amendment of the erosion control plans shall be considered as included in prices paid for under "Prepare Final Storm Water Pollution Prevention Plan (SWPPP)" and "Water Pollution Control" elsewhere in these Special Provisions.

If a stream channel has been altered during project-related activities, the Contractor shall return the streambeds low flow channel, as nearly as possible, to pre-project conditions without creating a possible future bank erosion problem, or a flat wide channel or sluice-like area. The gradient of the streambed shall be returned to pre-project grade.

Full compensation for furnishing all labor, equipment, materials, tools and incidentals and for doing all work necessary to devising, installing, maintaining and removing measures necessary to protect the project against the intrusion of water, including but not limited to, storm water, ground water, mud, and other deleterious matter, and for extra work costs for clean-up, repair, restoration, or replacement of damaged work up to stated limits shall be considered as included in the lump sum price paid for "**Construction Dewatering**" and no separate payment will be allowed therefor.

10-1.07 ENVIRONMENTAL MITIGATION MEASURES

This work shall consist of furnishing all labor, materials, tools, equipment and incidentals; and performing all work necessary to comply with existing laws, codes, regulations, and/or permits related to Environmental Mitigation Measures and these special provisions. Contractor shall comply with the requirements of the permits from agencies found elsewhere in these special provisions.

Environmental Mitigation Measures must comply with section 5-1.20B "Permits, Licenses Agreements and Certifications," section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The Contractor shall comply with the following mitigation measures:

- All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluations. Standards best management practices shall be implemented during construction activities, especially those pertaining to dust control, erosion control,

and stormwater pollution prevention. Please contact EMD, at (909) 387-7897, with any questions.

- The Contractor's attention is directed to Appendix 3 – Contractor Staging Exhibit
- provided with these Special Provisions.
- Should construction occur during nesting bird season (approximately March 15 through September 15), a nesting bird survey shall be required 3 days prior to the start of construction activities. If an active bird nest is located, a buffer will be established (minimum of 200 feet; 500 feet for raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive. Further, if the street improvements activities are phased, then a nesting bird survey shall be required at the start of each phase.
- A nesting bird and a burrowing owl survey will also need to be completed prior to start of work.
- Unleashed dogs are prohibited in project areas.
- Vehicle use should be limited to existing or designated routes to the extent possible.
- Oil, fuel, pesticides, and other hazardous material spills should be cleaned up and properly disposed of as soon as they occur in accordance with applicable State and Federal regulations. All hazardous material spills must be reported promptly to the appropriate surface management agencies and hazardous materials management authorities.
- Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA Tel: 909-387-2978.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

10-1.08 WATER POLLUTION CONTROL

Water Pollution Control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook), and addenda thereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the following web site:

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

The first paragraph of Section 13-1.01D(2), "Regulatory Requirements", only applies to work within Caltrans right-of-way.

The Contractor shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP).

1. The project is a Risk Level 2.
2. A preliminary SWPPP has been prepared, provided in Appendix 2 – Draft Stormwater Pollution Prevention Plan, and shall be used as a baseline for the Contractor's SWPPP.
3. The County will file the Notice of Intent (NOI).
4. The Contractor shall prepare Annual Reports. Allow ten (10) working days for review by the City. Submit a revised report within 5 days of receiving County comments.

The Contractor shall comply with the conditions identified in the General Permit and the SWPPP that apply to the work under this contract.

Land disturbance activities shall not begin until the County authorizes the SWPPP and a Waste Discharge Identification (WDID) number is issued.

The Contractor shall be responsible for the Construction Site Monitoring Program, including visual inspections and water quality monitoring and reporting.

The Contractor shall retain a QSD. The Contractor's QSD shall:

1. Revise and amend the SWPPP
2. Perform inspections as required by the General Permit

The Contractor shall retain a QSP. A QSD may perform the responsibilities of a QSP. The Contractor's QSD and the Contractor's QSP may be the same person. The Contractor's QSP shall:

1. Perform inspections as required by the General Permit
2. Oversee implementation of BMPs as required by the General Permit
3. Oversee water quality monitoring and reporting
4. Train Contractor crews as required by the SWPPP

The County retains the right to assign a Qualified SWPPP Practitioner (QSP) to the project. The County's QSP is not a substitute for the Contractor retaining their own QSP. The County's QSP shall have the authority to:

4. Mobilize the Contractor's crews to make immediate repairs to water pollution control practices
5. Stop construction activities damaging water pollution control practices
6. Stop construction activities causing water pollution
7. Collect water quality samples independent of the Contractor's Construction Site Monitoring Plan. The County shall report its independent water quality sample analytical results to the Contractor's QSP.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, implementation and removal of the WPCP as specified in the Standard Specifications, the Handbook, and these special provisions, shall be included in the contract lump sum price paid for **Water Pollution Control Program** and no additional compensation will be allowed therefor.

This **Water Pollution Control Program** will be paid as percentage of total item based on development and approval of the WPCP (15%), weekly inspections reports (70% divided by number of weeks of project), and final documentation submittal (15%). Payment will be withheld for failure to submit weekly inspection forms and will not be retro-paid when submitted.

10-1.09 QUALITY CONTROL PROGRAM

Quality Control Program (QCP) shall conform to the provisions in section 5-1.01, "General", section 19-5.03, "Construction" and section 39-2.01A "General" and other related sections of the Caltrans 2015 or 2018 Standard Specifications, these Special Provisions, County Quality Assurance Program (QAP) and as directed by the Engineer.

The Contractor shall submit for approval their QCP which outlines the testing for the entire project and must include a paving plan which outlines the equipment used, construction phasing plan, as well as testing in the field and at the plant.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, and implementation of the QCP as specified in the Standard Specifications, these special provisions, shall be included in the contract lump sum price for **Quality Control Program** and no additional compensation will be allowed therefor.

The contract lump sum price paid for **Quality Control Program** shall include furnishing of plans, services, equipment and for doing all the work involved in quality control and assurance as specified herein and no additional compensation will be allowed therefor.

This **Quality Control Program** will be paid as percentage of total item based on development and approval of the QCP (15%), weekly inspections reports (70% divided by number of weeks of project), and final documentation submittal (15%). Payment will be withheld for failure to submit weekly inspection forms and will be retro paid when submitted.

10-1.10 SURVEY MONUMENTS

Attention is directed to Section 78-2, "Survey Monuments", of the Standard Specifications and these Special Provisions.

The Contractor shall request the County Surveyor to conduct a monument review survey at least two (2) weeks prior to the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide the contractor with locations of survey monuments prior to paving and will file the required pre-construction documentation. Monuments not disturbed or destroyed during normal construction activities which are within 0.20' of the existing surface prior to construction shall be left exposed at the completion of the paving project. The contractor shall install self-adhesive "I.D. Locators", or equivalent markers approved by the engineer, over monuments prior to paving and remove the markers at the completion of the paving.

The County Surveyor will reset or replace any survey monumentation located by the pre-construction survey which is destroyed or disturbed by normal construction activities associated with the project and file the required documentation.

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-

construction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place.

If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the Contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

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

10-1.11 MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings 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.

Mobilization shall conform to the provisions in section 9-1.16D, "Mobilization," of the Standard Specifications.

The contract lump sum price paid for **Mobilization** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein. No additional compensation will be allowed for additional mobilization / demobilization costs due to weather days or loss of production due to cold weather.

10-1.12 EXISTING FACILITIES

The work performed in connection with various existing highway and channel facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existing retaining walls along the south side of Blue Water channel. The contractor shall provide means and methods to protect these walls in place during construction activities.

Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen conditions of position, location, and/or dimensions of existing underground and/or surface improvements, including utilities. Extra work addressed under the provisions of this section will be work, of a minor nature, not specifically covered by contract items, but determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Extra work to address subsurface or latent physical conditions that differ materially from those indicated in the contract; or unknown physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)", of the Standard Specifications and these Special Provisions.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.10, "Liquidated Damages" will be granted.

Compensation for work performed under this section, and calculated as prescribed in Section 9-1.04, "Force Account", of the Standard Specifications will be cumulative over the duration of the contract.

Prospective bidders shall include the Contract Amount printed in the proposal for "Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)" as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in payments made for "**Supplemental Work at Force Account (Unforeseen Differing Site Conditions And Utility Conflicts)**", and no separate payment will be made therefor.

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

10-1.13 TRAFFIC CONTROL SYSTEM

A. GENERAL:

This work shall consist of all operations necessary to conduct construction operations in a safe manner relative to public traffic and shall conform to the requirements in Section "Temporary Pavement Delineation" of these Special Provisions, and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04 of the Standard Specifications.

The requirements of this section, titled "General" shall apply to all projects except as modified below in Section B, "Special Conditions," or as otherwise approved by the Engineer.

Construction that interferes with public traffic shall be performed only between 7:00 A.M., and 4:00 P.M., except that which is required under Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications, as modified below in Section B, or as approved by the Engineer.

The Contractor shall submit a Traffic Control Plan for the entire project limits, including intersections, detailing the proposed construction staging and traffic control for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The Traffic Control Plan shall not include any intersection closures or detours. The Traffic Control Plan shall comply with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

When applicable, the Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A

flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan T10, in the List of Standard and Special Drawings (Green Pages). The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for night time shoulder closures shall also include flashing beacons.

At any given time during active construction when the number of lanes is reduced from existing conditions for both directions of travel, active construction work zones shall be limited to the number of locations and delays to motorist in time as indicated below in section B or as determined by the Engineer.

Existing turn lanes for left and/or right turns, when present at intersections, shall remain open and operational; or when existing turn lanes are removed, temporary turn lanes shall be provided for turn movements.

If the Engineer determines that the Contractor's operations are resulting in unacceptable traffic delays, the Engineer reserves the right to implement alternate traffic plans. Specific details are as indicated below in section B unless otherwise directed by the Engineer.

The Contractor shall coordinate with local residents and businesses to provide ingress and egress for properties adjacent to the project for the convenience of local residents and businesses in carrying out their personal and business activities. Convenient access for mail, other delivery services, and trash services shall be included in the definition of "personal and business activities."

The Contractor shall prepare a "Notice to Residents," and distribute copies of said notice to properties that are adjacent to and / or are directly impacted by the project, as determined by the Engineer. The notice shall use the "Notice to Residents" template attached in the List of Standard and Special Drawings (Green Pages). The notice shall be placed on the door of said properties a minimum of seven (7) days before the Contractor begins work. The notice shall be in both English and Spanish (back side).

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.081.**

Section 12-1.04, "Payment," of the Standard Specifications is superseded by the following:

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications, and elsewhere in these Special Provisions, will be borne solely by the Contractor.

If determined by the Engineer that additional flaggers are required during construction activities, Contractor shall provide flaggers at no additional cost to the County.

The Contractor shall furnish, install, maintain, move, remove, and dispose of all signs, lights, flares, barricades, and other facilities for the convenience and safety of the public, as required

by these Special Provisions and Section 7-1.03, Section 7-1.04, and Section 12 of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations approved by the Engineer within limits of the highway right of way.

When temporary lane configuration changes are allowed to facilitate that day's construction activity, the Contractor, unless otherwise directed by the Engineer, shall restore lane configurations to pre-construction conditions at the end of the workday or during periods when active construction is not taking place.

Adjacent property occupants must be able to access their properties at all times. If driveway access needs to be restricted, the Contractor must notify occupants 7 days in advance, and restrictions must be limited to 3 days in duration. The Contractor may provide up to 1 closure period per driveway.

B. SPECIAL CONDITIONS:

I. During Construction Activities

Construction on Division Drive, Fairway Boulevard, and Pine View Drive shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project.

In order to minimize impacts to airport traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Big Bear Airport Authority. The point of contact for the airport can be found in Section 10-1.06 "Coordination" elsewhere in these Special Provisions.

The Contractor shall adhere to the operating hour restrictions as determined and as directed by the Engineer.

On Division Drive, Fairway Boulevard, Pine View Drive, and side streets, public traffic shall be permitted to pass through construction operations at all times on a minimum of two (2) 11-foot graded and compacted or paved lane, one for each direction of travel or one (1) 11-foot graded and compacted or paved lane if flaggers are used. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations. Any deviation from these special conditions shall be approved by the Engineer.

At any given time when the number of lanes on any street during flagging operations are reduced to one lane for both directions of travel, construction work zones shall be limited to one location per street for both directions of travel and delays to motorist shall be limited to 10 minutes in time or as otherwise specified in these Special Provisions or approved by the Engineer.

Pedestrian safety; The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks, crosswalks, or shoulders shall be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided, the Contractor shall be allowed to close sidewalks, crosswalks, or shoulders where approved by the Engineer.

The Contractor shall post sidewalk closure signs at these ramp locations at least two (2) days prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these Special Provisions.

II. During Non-construction activities

On Division Drive, Pine View Drive, Fairway Boulevard, and all side streets, the Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress. If only one 11-foot graded and compacted or paved lane is provided for use by public traffic, implement an approved detour plan. The Contractor shall stage construction operations accordingly in order to meet the above stated requirements. The Contractor shall install steel plating if necessary to provide the required vehicle lanes.

C. MEASUREMENT AND PAYMENT:

The contract lump sum price paid for **Traffic Control System** shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing/installing, maintaining, relocating as necessary, removing and disposing of the Advance Warning signs including payment for permits, is included in the contract lump sum price paid for **Traffic Control**, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of these Special Provisions and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract lump sum price paid for **Traffic Control**, and no additional compensation will be allowed therefor.

Full compensation for furnishing, erecting, maintaining, and removing any additional construction area signs and other traffic control components including AWSs the Engineer may deem necessary shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for furnishing, installing, distributing, and removing the "Notice to Residents" shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for traffic control staging is included in the contract lump sum price paid for **Traffic Control**, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the Standard Specifications. No adjustment will be made for decreases.

10-1.14 TEMPORARY PAVEMENT DELINEATION

This work, Temporary Pavement Delineation, shall consist of installing, maintaining, and removing temporary striping, pavement markings, channelizers, cones, and other devices necessary to the safe movement of public traffic through the project area and shall conform to the provisions in Section 12-6, "Temporary Pavement Delineation," of the Standard Specifications, the California Manual on Uniform Traffic Control Devices – part 6 (latest edition - published by the State Department of Transportation), and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

It is recognized that some conditions may prevail under which the Contractor and other agencies may share in responsibilities for the public safety being affected by the work under this contract. It is, however, agreed among the parties that necessary renewal, connection to, and replacement of effective traffic controls normally applied to the pavement shall fall within the Contractor's sole liability.

General

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Temporary Lane Line and Centerline Delineation

Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79, "Temporary Raised Pavement Markers". The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining and removing the temporary edge line delineation shall be considered as included in the lump sum price paid for **Traffic Control System** and no separate payment will be made therefor.

10-1.15 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 “Portable Changeable Message Signs” of the Standard Specifications.

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to provide drivers along Cherry Avenue, Merrill Avenue and Randall Avenue with advanced warning of the project and to provide the drivers with up to date information on the traffic conditions during construction. Contractor shall coordinate the placement of the PCMSs and the information shown on the signs with the Engineer.

The PCMS shall be installed as a first order of work and shall occur one (1) week prior to the start of construction. Contractor shall provide a minimum of four (4) message signs.

Contractor’s attention is directed to the Section entitled, “Permits,” elsewhere in these Special Provisions.

The location of the PCMS shall be determined by the Contractor in accordance with the specifications herein for review and approval by the Engineer. The signs shall be maintained and relocated if necessary as determined by the Engineer during construction. Recommended locations for the message boards are:

1. On Division Drive

Southbound north of Fairview Blvd, Northbound south of Fairview Blvd

2. On Big Bear Blvd (SR-18)

Westbound east of Pine View Drive, eastbound west of Pine View Drive

Location of the temporary traffic controls, regulatory, warning and guide signs have a higher priority than the PCMS. The PCMS shall be placed where they can be easily identified with the corresponding project. If the placement of PCMS conflicts with the newly installed higher priority signs, such as the temporary traffic control devices or other priority devices, the PCMS shall be relocated by the Contractor at no extra cost to the County.

Due to public safety concerns, the PCMS shall not be allowed at the following locations:

- a) On the front, back, adjacent to or around any traffic control device, including traffic signs, traffic control device posts or structures, and
- b) At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include but are not limited to, stop or yield signs, and areas of limited sight distances.

PCMS shall be relocated to new positions at the direction of the Engineer.

PCMS shall be removed at the completion of the project.

The contract price paid for each **Portable Changeable Message Sign** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, maintaining, relocating as necessary, and removing PCMS, as specified in the Standard Specification and these Special Provisions.

10-1.16 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

This work shall consist of the removal and disposal of existing or temporary traffic stripes, pavement markings, pavement markers, etc., in preparation for either the application of

temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 84-9, "Existing Markings," of the Standard Specifications and these Special Provisions.

Traffic stripe and pavement marking removal shall be by sandblasting or grinding.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for **Remove Traffic Stripes and Pavement Markings** and no additional payment will be made therefor. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, Section 12-6, "Temporary Pavement Delineation," and Section 15, "Existing Facilities," of the Standard Specifications.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of Remove Traffic Stripes and Pavement Markings.

The contract lump sum price paid for **Remove Traffic Stripes and Remove Pavement Markings** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions. Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the various contract items related to such work, and no additional payment will be made under **Remove Traffic Stripes and Remove Pavement Markings**.

10-1.17 REMOVE ASPHALT CONCRETE SURFACING

This work shall consist of removing existing bituminous surfacing including asphalt concrete dikes within the limits shown on the plans and marked in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Existing bituminous surfacing shown on the plans to be removed Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

The Contractor shall test yellow traffic striping and pavement-marking material prior to removal. If the materials contain hazardous materials, appropriate handling and disposal will be required.

The removed surfacing materials shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Disposal to Property Owner is not allowed, dispose of material to licensed facilities that can properly dispose/recycle the material.

Existing asphalt surfacing shall be saw cut to a neat, true line and removed where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

The contract unit price paid per square yard for **Remove Asphalt Concrete Surfacing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing and asphalt concrete dikes, including hauling and disposing of surfacing outside the highway right of way or hauling and placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

10-1.18 **RECONSTRUCT SIDEWALK**

Removing concrete shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Concrete removed includes sidewalk.

Removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Minor concrete for sidewalk shall conform to the requirements in "Minor Concrete Construction" in these Special Provisions. Locate new sidewalk as determined by the Engineer.

Full compensation for concrete removal shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required, including excavation, backfill, haul, and disposal, as specified in these Special Provisions, and as determined by the Engineer, shall be included in the lump sum contract price paid for **Reconstruct Sidewalk** and no additional compensation will be allowed therefor.

10-1.19 **REMOVE CHAIN LINK FENCE**

Removing fence shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Remove and backfill fence foundation.

Removed fencing shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for wall removal shall include furnishing all labor, materials, tools, equipment, and incidentals, including excavation and backfill, and for doing all the work required as specified in these Special Provisions, and as determined by the Engineer, shall be included in the linear foot contract price paid for **Remove Chain Link Fence** and no additional compensation will be allowed therefor.

10-1.20 REMOVE CONCRETED ROCK SLOPE PROTECTION

Removing concreted rock slope protection shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Removed concrete and rock slope protection shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for wall removal shall include furnishing all labor, materials, tools, equipment, and incidentals, including excavation and backfill, and for doing all the work required as specified in these Special Provisions, and as determined by the Engineer, shall be included in the square yard contract price paid for **Remove Concreted RSP** and no additional compensation will be allowed therefor.

10-1.21 REMOVE RETAINING WALL

Removing reinforced concrete or masonry wall shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Wall removed includes stem and footing.

Removed concrete or masonry shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for wall removal shall include furnishing all labor, materials, tools, equipment, and incidentals, including excavation and backfill, and for doing all the work required as specified in these Special Provisions, and as determined by the Engineer, shall be included in the square yard contract price paid for **Remove Retaining Wall** and no additional compensation will be allowed therefor.

10-1.22 REMOVE TREE

This work shall consist of removing and disposing of tree, tree stump, grinding of stump and removing roots, as identified on the plans for removal and shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

Trees and tree stumps are defined as having a main stem of six inches in diameter or more. A tree with multiple stems shall be measured and paid for as one (1) tree. Any trees less than six (6) inches in diameter shall be paid for under Clearing and Grubbing.

All non-invasive trees, tree stumps as shown on the plans, shall be cut, duffed, stumps grinded, roots removed, and duff shall be incorporated into the earthen bottom of the channel in accordance with the provisions in Section 21, "Erosion Control", of the Standard Specifications.

All invasive trees, tree stumps as shown on the plans, shall be cut, stumps grinded, roots removed, and shall be disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Removal of trees or tree stumps shall include removal of stumps and roots 2-inches or larger size in diameter to a minimum of 12 inches below finish grade. Contractor shall remove tree roots within six (6) feet of the stump except within one (1) foot from the edge of curb or sidewalk. Holes resulting from stumps removal shall be backfilled to finish grade with earthy material obtained from adjacent areas.

The roots shall be removed in such a way to prevent damage to underground facilities. Any damages, repair or replacement thereof shall be borne exclusively by the Contractor at no cost to the County. The voids left by removal of trees and stumps shall be backfilled with material free from any deleterious material and compacted to 95% of maximum density.

Full compensation for complying with all the requirements of the California Department of the Forestry, County and Local Fire agencies, and County and Local forestry management agencies shall be considered as included in the contract price paid for each Remove Tree and no additional compensation will be allowed therefore.

The contract price paid for **Remove Tree** shall include furnishing all labor, materials, tools, equipment and incidentals, including backfill soil, and for doing all the work involved in cutting, grinding, removing, and disposing of the tree and tree stump and roots, as directed by the Engineer and as specified in the Standard Specifications and these Special Provisions.

10-1.23 RESET ROADSIDE SIGNS

This work, Reset Roadside Signs, shall consist of the relocation of existing roadside signs to maintain communication to public traffic that has existed prior to new construction, and replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, "Existing Facilities," Section 82-3, "Roadside Signs," and Section 82-9, "Existing Roadside Signs and Markers," of the Standard Specifications and these Special Provisions.

Relocated signs shall be installed in accordance with the horizontal and vertical dimensions specified on CA MUTCD 2014, Fig 2A-2 (CA) and County Standard Plan 303a, 303b and shall be reset on the same day as removal.

Existing wood posts shall, upon being reset, have two holes drilled, as designated by the Engineer, to create a "breakaway" feature.

The intent is that signs will be relocated as units, including posts and hardware. Should the posts, hardware, or sign panels be determined, by the Engineer, to be unsuitable the following shall apply:

Sign panels will be furnished by the County and installed by the Contractor at no additional cost to the County.

Hardware, such as back braces, nuts and bolts, etc. shall be furnished by the Contractor, as incidental to the proposed relocation and no additional payment will be made therefor.

If existing posts are determined, by the Engineer, to be unusable; new posts meeting the Engineer's specifications shall be furnished and installed by the Contractor. Compensation therefor will be calculated by the Engineer at force account, and added to the payments for **Reset Roadside Sign**, at a proportionate rate.

Installation of new sign panels (County furnished) onto existing posts or old sign panels onto new posts shall be considered as incidental to the preservation of public safety and convenience, and no payment beyond that calculated by the Engineer for **Reset Roadside Signs** will be made therefor.

The Engineer will determine final location for roadside signs. Any interim, or temporary, positioning of signs necessary to conduct construction without exposing the public to danger or liability, shall be considered to be incidental to the Contractor's operations, and will not be separately compensated.

The contract unit price paid for **Reset Roadside Sign** shall include, subject to the aforesaid exceptions, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work to reset existing roadside signs (including but not limited to – stop signs, street name signs, regulatory signs, and bus signs) as necessary for safe construction of the project, and payments therefor will be made in accordance with units counted and documented by the Engineer.

10-1.24 **ADJUST UTILITY TO GRADE**

This work shall consist of lowering the existing manhole rim and cover or valve box frame and cover prior to cold planing operations and adjusting to the proposed elevation after the paving operation, as shown on the plans and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The contract unit price paid for **Adjust Valve Box Frame and Cover to Grade** and **Adjust Manhole Cover and Frame to Grade** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in lowering and adjusting the existing valve box frame and cover as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.25 **COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions indicated on the plans and shall conform to the following provisions.

The provisions of Section 42-3, "Grinding", of the Standard Specifications shall not apply.

Planing asphalt concrete shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method. Cold planing machines shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Cold planing machines shall be operated so as not to produce fumes or smoke. Cold planing machines shall be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth, and shall be operated at a speed and in a manner to produce such a surface. The noise level produced by the combined planing operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. Planing shall be performed in a manner to produce a straight cross slope between a minimum 0.08-foot depth of cut at the centerline established by the Engineer and a minimum 0.08-foot depth of cut at the outside edge as dimensioned on the typical cross-section. Areas between these boundaries, where the existing surface is below this specified plane (i.e., transversely bridged by the planer) shall not be planed. At conform lines (meet lines at intersections), transverse cuts shall be made to a minimum of 0.08-foot below the existing surface. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

Where transverse joints are planed in the pavement at conform lines, no drop-off greater than 0.10-foot shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition shall be constructed. Asphalt concrete for a temporary transition shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary transitions shall be commercial quality "hot" or "cold" mix and shall be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete transitions shall be completely removed, including the removal of loose material from the underlying surface, before commencing subsequent restoration or paving operations. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Removal of the cold planed material shall be concurrent with the planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within seven (7) working days, as shown on the plans, and as directed by the Engineer.

Cold plane asphalt concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the specified depth of cut. Low areas in existing pavement, bridged by the cold planer when adjacent cuts meet the specified minimum depth, will not be deducted from the measured areas.

The contract price paid per square yard for **Cold Plane Asphalt Concrete (0.15' Maximum Depth)** of the depth and width of pavement shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals, and for doing all the work involved in cold planing and disposing of planed material; and constructing, maintaining, removing and disposing of temporary transitions, as shown on

the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.26 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be trimmed, cleared, and grubbed only within the excavation and embankment slope lines as shown on plans and as determined by the Engineer.

All other vegetation to be removed including stumps and trees having a main stem of less than six inches in diameter, shall be included in the lump sum price paid for Clearing and Grubbing and no additional compensation shall be allowed therefor.

Willows shall be cut for cuttings in accordance with these special provisions.

All non-invasive vegetation shall be duffed and incorporated into the earthen bottom of the channel in accordance with the provisions in Section 21, "Erosion Control", of the Standard Specifications.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

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

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

The contract lump sum price paid for **Clearing and Grubbing** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

10-1.27 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to GEOCON West, Inc. reports, "Geotechnical Investigation – Pine View Storm Drain Fairway Boulevard to Sugarloaf Boulevard, Big Bear City Area, San Bernardino County, California" (dated April 2023), and "Supplemental Geotechnical Recommendations Pine View Drive at Blue Water Channel, Proposed Channel/Drainage Improvements, Big Bear City Area, San Bernardino County, California" (dated June 19, 2024). Reports are included in Appendix 1 – Geotechnical Report.

Use the following compaction requirements in areas identified with shallow utility:

The second paragraph (numbered 1 & 2) of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specifications is superseded by the following:

In addition, relative compaction of not less than 90 percent shall be obtained for the layer between 0.5 feet to 1.5 feet below the grading plane for the width of the pavement in excavation and relative compaction of not less than 90 percent shall be obtained throughout embankment.

Using alternative other than the compacted fill, Contractor shall coordinate with utility agencies with regard to the proposed compaction effort used and the type and weight of compaction equipment to be utilized for that purpose.

A special certain load compacting machine can be used to protect high risk utility such as gas, petroleum, and asbestos water lines.

Excavation shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane, per Section 19-5.03, "Construction", of the Standard Specifications, shall be the responsibility of the Contractor.

Prior to placing embankment material, the existing ground to receive it shall be scarified to a minimum depth of 1-foot and compacted to a relative compaction of not less than 90 percent.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Roadway and ditch excavation shall conform to the provisions in Section 19-2, "Roadway Excavation" of the Standard Specifications.

Shoulder backing shall conform to the provisions in Section 19-9, "Shoulder Backing" of the Standard Specifications. RAP shall require County approval.

Rolled erosion control products shall conform to Section 21 "Erosion Control" of the Standard Specifications.

Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3)

Soft soils are anticipated to be exposed at the excavation bottom and the alluvial soils exposed at the excavation bottom will likely be very moist and could be subject to excessive pumping. Stabilization measures shall be implemented to prevent excessive disturbance the excavation bottom. Should this condition exist, rubber tire equipment shall not be allowed in the excavation bottom until it is stabilized or extensive soil disturbance could result. Bottom stabilization shall be achieved placing a thin lift of 3- to 6-inch-diameter aggregate base (Class 3) into the soft excavation bottom. The aggregate base shall be spread thinly across the excavation bottom and pressed into the soils by track rolling or wheel rolling with heavy equipment. Voids between the base fragments shall not be created so the b must be thoroughly pressed or blended into the soils. All subgrade soils shall be properly compacted and proof-rolled in the presence of the Geotechnical Engineer.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

Compensation for work performed under this section, and calculated as prescribed in Section 9-1.04, "Force Account Payment", of the Standard Specifications will be cumulative over the duration of the contract.

Prospective bidders shall include the Contract Amount printed in the proposal for **Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3)** as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in Force Account made for **Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3)**, and no separate payment will be made therefor.

Topsoil

Channel soft bottom shall be topsoil.

Topsoil shall be local topsoil obtained by excavating the top 12 inches of soil from the existing vicinity, including organic material and leaf litter, from areas as directed by the Engineer. Topsoil shall be local; topsoil for the channel shall be obtained from the existing channel, and the topsoil for Pine View Drive bioswales shall be obtained from the Pine View Drive shoulders.

Stockpile topsoil until work area to receive topsoil is complete. Topsoil stockpiles must not exceed 5 feet in height.

Place topsoil after all other earthwork in an area is complete. Spread topsoil to a uniform thickness.

Trackwalk topsoil with tracked equipment run perpendicular to slope contours. Water may be used to assist the process but must not cause erosion.

Seed

Seeding shall conform to Section 21, "Erosion Control", of the Standard Specifications.

Do not seed if more than 0.1 inches of precipitation is forecasted in the 7-day forecast.

Use the following seed mix:

Common Name	Scientific Name	PLS/SQFT
Western Yarrow	Achillea millefolium	47
Clustered Field Sedge	Carex praegracilis	49
Barley	Hordeum brachyantherum	50

Hydromulch and hydroseed soft bottom channel elements after final grading.

Dry seed the Pine View Drive bioswales after final grading.

Do not bury seeds under more than 5mm of mulch. Do not seed into alien annual grass matrix.

Water the dry-seeded area after seeding at a rate of 6 gallons/square yard, one time for each of the following periods:

1. 3-5 days after seeding
2. 10-12 days after seeding
3. 17-19 days after seeding

Watering will not be required on rain days where proficient saturation is provided naturally.

Measurement and Payment

The contract unit price paid per cubic yard for **Roadway Excavation** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in excavating to bottom of roadway pavement section, minor grading up to 4 feet wide at edge of pavement, minor grading up to 1 feet beyond edge of bioswale, and subgrade preparation and compaction, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard for **Channel Excavation** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in excavating to bottom of channel pavement section or finished grade, topsoil stockpiling and placement, subgrade preparation and compaction as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard for **Onsite Fill** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in filling to channel pavement section or finished grade, topsoil stockpiling and placement, subgrade preparation and compaction as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard for **Subgrade Stabilization** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for obtaining Class 3 aggregate base, hauling, dumping, spreading, compacting, grading, shaping or any other work required to provide an unyielding surface, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price per square yard paid for **Hydroseed** and Dry **Seed** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing seeding as shown on the plans, including hydroseeding, hydromulching, and watering, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.28 **AGGREGATE BASE**

Aggregate base shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The contract price paid per cubic yard for **Aggregate Base (Class 2)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing, placing, and compacting aggregate base complete in place, including subgrade preparation, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.29 **ASPHALT EMULSION (FOG SEAL COAT)**

Fog seal shall conform to the provisions in Section 37-2, "Seal Coats," of the Standard Specifications and these special provisions.

Fog seal shall be Grade SS1h or CSS1h or CQS1 as directed by the Engineer.

The fog seal shall be applied at a residual asphalt rate of 0.02-gallon to 0.03-gallon per square yard. The exact rate of application will be determined by the Engineer.

Attention is directed to Section 5-1.36, "Property and Facility Preservation", and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions regarding protecting the highway facilities from the fog seal.

During fog seal operations, the surface upon which the fog seal is being applied shall be closed to public traffic. Care shall be taken to avoid tracking fog seal coat material onto existing pavement surfaces beyond the limits of construction.

Measurement and Payment

The contract price paid per square yard for **Asphalt Emulsion (Fog Seal Coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and applying fog seal coat, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment in compensation will be made for any increase or decrease in the quantities of fog seal required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.05, "Changes and Extra Work", of the Standard Specifications shall not apply to fog seal.

10-1.30 ASPHALT CONCRETE

Asphalt concrete (Type A) shall conform to the provisions in Section 39-2, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

The asphalt concrete shall conform to the following requirements:

1. **RAP is limited to 15% max.**
2. Asphalt concrete shall be produced at a central mixing plant.
3. The aggregate for asphalt concrete shall conform Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
4. The asphalt binder grade shall be PG 64-28 for asphalt concrete.
5. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
6. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/ormt/fpmlab.htm>

Whenever in Lab Procedure-9 the terms "Hot Mix Asphalt" and "HMA" are used, they shall be understood to mean and refer to "Asphalt Concrete" and "AC", respectively.

At least 5 days before starting production of asphalt concrete using RAP, the Contractor shall submit a proposed asphalt concrete mix design in writing to the Engineer.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth connecting surfaces. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said connecting surfaces shall be considered as included in the contract prices paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

Immediately in advance of applying paint binder, the roadway shall be free of moisture, loose or extraneous material and the cost of said work shall be considered as included in the contract price per ton for the asphalt concrete involved and no additional compensation will be allowed therefor.

A tack coat is required:

Tack Coat shall be applied to existing pavement including planed surfaces, between layers of HMA and vertical surfaces of curbs, gutters, and construction joints. Tack coat must comply with the specifications for asphaltic emulsion in 2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

The price paid for asphalt concrete will include all costs for tack coat(s) applied to all edges and between layers of asphalt concrete paving or overlay.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within seven (7) working days, as shown on the plans, and as directed by the Engineer.

Quantities of asphalt concrete will be paid for at the contract price per ton for **Asphalt Concrete (Type A)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.31 ASPHALT CONCRETE DIKE

Asphalt Concrete shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt concrete dikes shall conform to the 3/8-inch maximum grading as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Asphalt binder grade for A.C. dike and for miscellaneous areas shall be PG 70-10.

Quantities of asphalt concrete dike will be paid for at the contract price per linear feet for **Asphalt Concrete Dike of the Type** shown on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete dike, complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.32 MINOR CONCRETE CONSTRUCTION

Concrete for channel lining, desilting wall, gutter, and driveway shall conform to the provisions in Section 72, "Slope Protection", and Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The second and third sentence of the first paragraph in Section 73-1.03B, "Subgrade Preparation," of the Standard Specifications is superseded by the following:

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.50-foot below the grading plane for the width of the traveled way, including cross gutters, driveways and spandrels. Where curb & gutter, cross gutter, spandrel, sidewalk, pedestrian ramps and driveways are to be constructed, the sub grade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 0.50-foot below the grading plane.

After compaction and grading, the sub grade shall be firm, hard, and unyielding.

The constructed sidewalk slopes shall be verified using a 2-foot electronic level and shall not exceed the maximum grade as shown on the plans and/or standard drawings. If sidewalk exceeds the maximum slope allowed, Contractor shall reconstruct the sidewalk at the Contractor's expense as directed by the Engineer.

Non-Pigmented curing compound shall be used on exposed concrete surfaces other than curb and gutter.

Any curb and sidewalk joints (weakened plane joints and expansion joints) shall be constructed per County Std. 110A (modified) or SPPWC Std. 112-2.

Concrete shall be air-entrained as provided in Section 90-1.02E(3), "Air-Entraining Admixtures," of the Standard Specifications. Add an air-entraining admixture to the concrete at the rate required to produce an air content between 4.0 percent and 5.5 percent in the freshly mixed concrete.

The contract unit price paid per cubic yard for **Minor Concrete (Channel Lining, Desilting Wall, and Driveway)** shall include full compensation for furnishing all labor, materials, equipment and incidentals, including pipe connections and weep hole bubblers, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The contract unit price paid per pound for **Reinforcing Steel (Channel Lining, Desilting Wall, and Driveway)**, shall include full compensation for furnishing all labor, materials, equipment and incidentals, including pipe connections, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.33 SURVEY MONUMENTS

Attention is directed to Section 78-2, "Survey Monuments", of the Standard Specifications and these Special Provisions.

The Contractor shall request the County Surveyor to conduct a monument review survey at least two (2) weeks prior to the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide the contractor with locations of survey monuments prior to paving and will file the required pre-construction documentation. Monuments not disturbed or destroyed during normal construction activities which are within 0.20' of the existing surface prior

to construction shall be left exposed at the completion of the paving project. The contractor shall install self-adhesive "I.D.Locators", or equivalent markers approved by the engineer, over monuments prior to paving and remove the markers at the completion of the paving.

The County Surveyor will reset or replace any survey monumentation located by the pre-construction survey which is destroyed or disturbed by normal construction activities associated with the project and file the required documentation.

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-construction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place.

If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the Contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

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

10-1.34 TRAFFIC STRIPES & PAVEMENT MARKINGS

Materials and application for traffic stripes (traffic lines) and pavement markings shall conform to the provisions of Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic stripes and pavement markings shall be paint, except those within Caltrans right-of-way shall be thermoplastic.

Pavement markings shall be white or yellow to match the color of the existing markings as and/or as determined by the Engineer.

The following traffic stripes and pavement markings shall be painted at the same location of the existing stripes, as shown on plans and/or as determined by the Engineer.

The contract prices paid per square foot for **Paint Pavement Marking (2-Coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint or thermoplastic pavement markings complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.35 ROADSIDE SIGNS

(2015 Caltrans revised specifications)

Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs," of the Standard Specifications and these Special Provisions.

Metal posts shall be furnished and installed as shown on California 2014 MUTCD Figure 2A-2(CA) and County Std. Dwg. 303b (with the exception of post for street name markers). Anchor

sleeves shall be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves shall not be used.

Portions of existing sidewalks shall be saw cut, removed and reconstructed with blockouts for roadside sign posts. Blockouts shall extend 2”+ outside the perimeter of the posts. Posts shall be concreted in place afterwards.

Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation.

Rural barricade shall conform to San Bernardino County Standard Plate 305B.

The contract prices paid per each for **Roadside Sign** and per linear foot for **Rural Barricade** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the traffic control device, complete in place, including excavation, foundation, and backfill, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.36 MARKERS AND DELINEATORS / CHANNELIZERS

Markers and Delineators shall conform to the provisions in Section 82-5, “Markers” and Section 81-2, “Delineators” of the Standard Specifications and in these Special Provisions.

Markers and delineators on flexible posts shall be as specified in “Prequalified and Tested Signing and Delineation Materials,” elsewhere in these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type VII reflective sheet as specified in “Prequalified and Tested Signing and Delineation Materials,” elsewhere in these Special Provisions.

Snow poles shall be metal marker posts or approved equal. Where marker panels are to be placed on snow poles, the height shall be extended so reflective tapes show above the marker panel.

The contract unit price paid per each for **Marker (Snow Pole)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing markers and delineators complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.37 DRAINAGE PIPE

Drainage pipe shall conform to the provisions in Section 64, “Plastic Pipe”, Section 65, “Concrete Pipe”, Section 66, “Corrugated Metal Pipe,” Section 68, “Subsurface Drains”, and Section 75, “Miscellaneous Metals,” of the Standard Specifications and these special provisions.

Corrugated metal pipe shall be steel.

Excavation and backfill for pipes shall be as shown on Caltrans Standard Plans A62D and A62F, or as shown on the plans.

Miscellaneous metals for pipe risers shall be galvanized. Grating shall fit securely on the pipe opening. Atrium grate height shall be at least 30% of the widest dimension.

Drainage marker shall conform to Caltrans Standard Plan A73B, Temporary BMP Marker detail.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing drainage pipe, complete in place, including excavation, structure excavation, backfill, structure backfill, bracing and shoring, replacement of surface material, disposal of excess excavated material and incidentals, drainage marker, and grating, as shown on the plans, shall be considered as included in the prices paid per linear feet for **Drainage Pipe of the type and size**, and per each for **Concrete Pipe Inlet** and no separate payments will be made therefor.

Perforated pipe shall include permeable material backfill and RSP fabric.

10-1.38 CHAIN LINK FENCE AND GATE

Chain link fence, chain link gate, pedestrian gate, double drive gate and rolling gate of varied width shall be **Type CL**, as shown and tabulated on the plans shall conform to the provisions in Section 80, "Fences," of the Standard Specifications, these special provisions and as directed by the Engineer.

Fencing adjacent to the airfield shall be 6-feet in height. Install Wildlife Deterrent Skirt per FAA Advisory Circular 150-5370-10 Detail F-163. Install barbed wire extension per SPPWC 600-4.

The shape of all line, end, latch and corner posts, top rail and braces shall be round.

Where new chain link fences meet existing chain link fences, they shall be connected.

Top rail shall be provided.

The exact location for constructing new fences and new gates are shown on the plans and as determined by the Engineer.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing chain link fence and gates complete in place, including foundation, excavation, backfill, barbed wire, and connection to existing fence, shall be considered as included in the contract price per linear foot paid for **Chain Link Fence (various types and heights)**, and per unit paid for **Chain Link Fence Gate (various widths)**, and no additional compensation will be allowed therefor.

10-1.39 CONCRETE STRUCTURES

Concrete structures shall conform to the provisions of Section 51, "Concrete Structures," Section 52, "Reinforcement," Section 54, "Waterproofing," Section 60, "Existing Structures," of the Standard Specifications and these special provisions.

Concrete shall be air-entrained as provided in Section 90-1.02E(3), "Air-Entraining Admixtures," of the Standard Specifications. Add an air-entraining admixture to the concrete at the rate required to produce an air content between 4.0 percent and 5.5 percent in the freshly mixed concrete.

Place waterproofing behind all retaining walls.

Where existing retaining wall weep holes are covered or backfill, construct an underdrain system with outlet.

Construct 12" minimum thick (or as otherwise noted on the Plans) aggregate base (class 2) under footings.

Quantities of concrete structures will be paid for at the contract price per square foot of wall face, as measured from top of wall to top of footing, for **Reinforced Concrete Retaining Wall of the type** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing reinforced concrete retaining wall, complete in place, including structure excavation to subgrade, subgrade preparation, footing, epoxy dowel to existing footing, waterproofing, underdrain system, backfill, structure backfill, disposal of excess excavated material and incidentals as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.40 ROCK SLOPE PROTECTION

Rock slope protection shall conform to the provisions of Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placing rock slope protection, complete in place, including excavation, structure excavation, rock slope protection fabric, backfill, structure backfill, disposal of excess excavated material and incidentals as shown on the plans, shall be considered as included in the prices paid for **Rock Slope Protection (1/4 Ton, Method B)**, and no separate payments will be made therefor.

10-1.41 MISCELLANEOUS METAL

Miscellaneous metal shall conform to the provisions of Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

Fill debris posts with mortar.

Quantities of debris posts will be paid for at the contract price per unit for **Debris Post** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing cable railing, complete in place, including excavation, foundation, backfill, disposal of excess excavated material and incidentals as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.42 CABLE RAILING

Cable railing shall conform to the provisions of Section 83, "Railings and Barriers," of the Standard Specifications and these special provisions.

Quantities of cable railing will be paid for at the contract price per linear foot for **Cable Railing** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing cable railing, complete in place, including excavation, structure excavation, backfill, structure backfill, disposal of excess excavated material and incidentals as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

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*Permits and Agreements
(Brown Pages)*

inserted here

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

DRAFT INITIAL STUDY/ MITIGATIVE NEGATIVE DECLARATION

SAN BERNARDINO COUNTY SPECIAL DISTRICTS ENCROACHMENT PERMIT

CALTRANS ENCROACHMENT PERMIT (PENDING)

NOT FOR BID

Initial Study/Mitigated Negative Declaration

San Bernardino County Department of Public Works

Pine View Drive Blue Water Channel
Big Bear City, CA

Lead Agency



San Bernardino County
Department of Public Works
825 E. Third Street
San Bernardino, Ca 9415-0835

Technical assistance provided by:



Lilburn Corporation
1905 Business Center Drive
San Bernardino, CA 92408

July 2024

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ACRONYMS

AB	Assembly Bill
AQMP	Air Quality Management Plan
BACM	Best Available Control Measures
BACT	Best Available Control Technology
BMP	Best Management Practices
CARB	California Air Resources Board
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CEQA	California Environmental Quality Act
Cfs	Cubic feet per second
CFR	Code of Federal Regulations
CH4	Methane
CO	Carbon Monoxide
CO2	Carbon Dioxide
CQA	Construction Quality Assurance
EA	Environmental Assessment
EIR	Environmental Impact Report
FEMA	Federal Emergency Management Agency
GHG	Greenhouse Gases
MTCO2e	Metric Tons of CO2 equivalent
MRZ	Mineral Resource Zone
NEPA	National Environmental Policy Act
N2O	Nitrous Oxide
NOx	Nitrous Oxides
OPR	Office of Planning and Research
PM	Particulate Matter
PVC	Polyvinyl chloride
PVDBWCP	Pine View Drive Blue Water Channel Project
ROG	Reactive Organic Gases
RWQBC	Regional Water Quality Control Board
SARWQCB	Santa Ana Regional Water Quality Control Board
SB	Senate Bill
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SMBMI	San Manuel Band of Mission Indians
SWPPP	Stormwater Pollution Prevention Program
TCR	Tribal Cultural Resources
USACE	United States Army Corps of Engineers
USGS	United States Geological Survey
VMT	Vehicle Miles Traveled
WDR	Waste Discharge Requirements
YSMN	The Yuhaaviatam of San Manuel Nation (Formerly SMBMI)

SECTION 1 – INTRODUCTION

Background

The San Bernardino County Department of Public Works (County) has received reports from Big Bear City residents of flooding within their properties during larger storm events in the area south of Big Bear City Airport along Pine View Drive and Sugarloaf Boulevard. To meet the need of the residents, the County proposes to improve the Blue Water Channel with a bioswale on the southside of the Big Bear airport, and pavement rehabilitation along Pine View Drive with a swale longitudinal to the road with the purpose of directing flows away from residential properties.

SECTION 2 – REGULATORY FRAMEWORK

The County has identified that the Pine View Drive Blue Water Channel Project (PVDBWCP) meets the California Environmental Quality Act (CEQA) Guidelines Section 15378 definition of a Project. CEQA Guidelines Section 15378 defines a Project as the following:

"Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment."

In accordance with CEQA (Public Resources Code Sections 21000-21177), this Initial Study has been prepared to determine potentially significant impacts upon the environment resulting from the implementation of the PVDBWCP ("Project" or "Proposed Project"). In accordance with Section 15063 of the State CEQA Guidelines, this Initial Study is a preliminary analysis prepared by the County to inform decision makers, other affected agencies, and the public of potential environmental impacts associated with the implementation of the Proposed Project.

Initial Study Organization

This Initial Study is organized as follows:

Introduction: Provides the regulatory context for the review along with a brief summary of the CEQA process.

Project Information: Provides fundamental Project information, such as the Project description, Project location and figures.

Lead Agency Determination: Identifies environmental factors potentially affected by the Project and identifies the Lead Agency's determination based on the initial evaluation.

Negative Declaration/Mitigated Negative Declaration: Prepared when a determination can be made that no significant environmental effects will occur because revisions to the Project have been made or mitigation measures will be implemented, which will reduce all potentially significant impacts to less than significant levels.

Evaluating Environmental Impacts: Provides the parameters the Lead Agency uses when determining level of impact.

CEQA Checklist: Provides an environmental checklist and accompanying analysis for responding to checklist questions.

References: Includes a list of references and various resources utilized in preparing the analysis.

SECTION 3 – DETAILED PROJECT DESCRIPTION

The PVDBWCP improvements project has been designed by the County to alleviate impacts from historical flooding on surrounding properties. The Proposed Project is referred to as the PVDBWCP. The Proposed Project is located in the unincorporated community of Big Bear City, south of the Big Bear City Airport (see Figure 1 – Regional Location). The improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard and a bioswale for the Blue Water Channel at West Fairway Boulevard/Big Bear City Airport (see Figure 2 – Proposed Footprint).

The Proposed Project will increase the hydraulic capacity of the Blue Water channel on the south side of Big Bear City Airport from Division Drive to Valley Boulevard. The channel bottom will be widened, and side slopes will be concreted. The channel bottom will vary from earthen to concrete as appropriate and also be amended to serve as a water quality bioswale. Additionally, the 90 degree turn where the drainage meets the Big Bear City Airport will be widened and constructed with a reduced angle to allow for proper drainage. Pavement rehabilitation will occur on Pine View Drive to Sugarloaf Boulevard, and the portion of Pine View Drive from Aeroplane Boulevard to Country Club Boulevard will be paved (previously paved but deteriorated down to dirt/gravel).

Grading for the Proposed Project would involve approximately 13,000 cubic yards (CY) of cut, on-site fill of approximately 930 CY, and an import of aggregate base materials of approximately 360 CY.

Final material staging areas would be determined by the Contractor and cleared by the County, however, the following areas would likely be impacted: (see Figures 3a, 3b, and 3c – Environmental Impact Map):

- Fairway Boulevard between Pine View Drive and Kiener Drive
- The airport / south plane parking stalls
- County parcels that extend the north-south roads to the south of Fairway Boulevard

The construction schedule is estimated to be approximately 8 months and is anticipated to occur during August to March.

Project Location

The Proposed Project is located within Sections 14 and 15, Township 2N, Range 1E, San Bernardino Baseline and Meridian (SBB&M) shown on the Big Bear USGS 7.5” Quadrangle. Latitude/Longitude ranges from 34°15'45.66"N; 116°51'56.69"W to 34°15'45.66"N; 116°51'16.66"W along the airport and from 34°15'45.62"N; 116°51'33.36"W to 34°15'25.22"N; 116°51'29.25"W along Pine View Drive.

Assessor’s Parcel Numbers adjacent to the alignment of the facilities are shown in Table 1 below.

**Table 1
 Property Adjacent to Project Alignment**

Assessor’s Parcel Numbers		
031123163	031106370	031106479
031105334	031105557	031105335
031105538	031105412	031105601
031105427	031105626	031107412
031107717	031107427	031107716
031107512	031107817	031107536
031107830	031107834	031107832

Assessor's Parcel Numbers		
031107836	031107809	031107808
031108721	031108720	031108719
031108718	031108717	031108716
031108715	031108752	031108712
031108739	031108748	031108751
031108749	031108704	031108703
031108746	031108901	031108612
031108534	031108532	031108436
031108415	031107627	031107633

Surrounding Land Uses

Surrounding land uses include the Big Bear City Airport, roadways, general commercial uses, storage yards, and residential uses. The San Bernardino County Countywide Plan land use designations include Public Facilities (PF), Commercial (C), and Low Density Residential (LDR). Zoning includes Bear Valley Institutional, Bear Valley/Single Residential (BV/SR), and Bear Valley/Service Commercial (BV/CS).

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Figure 1

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Figure 2

NOT FOR BID

Figure 3a

NOT FOR BID

Figure 3b

NOT FOR BID

Figure 3c

NOT FOR BID

SECTION 4 – ENVIRONMENTAL CHECKLIST FORM

1. **Project Title:** Pine View Drive Blue Water Channel Project

2. **Lead Agency Name:** San Bernardino County Department of Public Works
Address: 825 East Third Street, Room 123
San Bernardino, CA 92415

3. **Contact Person:** Patrick Egle, Planner III

4. **Project Location:**
Topographic Quad (USGS 7.5”): Big Bear USGS 7.5” Quadrangle
Topographic Quad Coordinates: Sections 14 and 15, Township 2N, Range 1E, San Bernardino Baseline and Meridian
Latitude/Longitude 34°15'45.66"N; 116°51'56.69"W to 34°15'45.66"N; 116°51'16.66"W along the airport and from 34°15'45.62"N; 116°51'33.36"W to 34°15'25.22"N; 116°51'29.25"W along Pine View Drive
Site Access: N/A

5. **Project Sponsor:** San Bernardino County Department of Public Works
Name and Address: Environmental Management Division
825 East Third Street, Room 123
San Bernardino, CA 92415

6. **Land Use Category:** Countywide Plan land use categories include PF, C, and LDR.
Zoning: Zoning includes BV/IN, BV/RS and BV/CS

7. **Project Description Summary:**

Details of the Proposed Project are further discussed in Section 3.

8. Environmental/Existing Site Conditions: Pine View Drive is currently an asphalt paved road with dirt shoulders that trend north-south. Surface drainage is by sheet flow to an existing swale located along the east side of Pine View Drive and is directed to the Bluewater Channel. The channel configuration is bounded by the airport taxiway to the north, and the residences and channel retaining wall to the south. The existing channel slopes are very mild. Currently, the existing culvert at Division Drive, consisting of four corrugated metal arch pipes, restricts the through capacity of the Bluewater Channel. The existing culvert group is estimated to have a capacity of approximately 800 cubic feet per second (cfs) before overtopping of the roadway begins to occur. This capacity restriction causes a backwatering effect in the channel, causing the water surface elevation during larger storms to rise to residential structure pad elevations to the south and to flood the taxiway.

9. Surrounding land uses and setting:

Surrounding land uses include the Big Bear City Airport, roadways, general commercial uses, storage yards, and residential uses. The San Bernardino County Countywide Plan land use designations include PF, C, and LDR. Zoning includes BV/IN, BV/RS, and BV/CS.

10. Other public agencies whose approval is required:

The following agencies are responsible for review and approval of the Proposed Project:

- RWQCB, Santa Ana Region
- California Department of Fish and Wildlife
- The U.S. Army Corps of Engineers

11. Have California Native American tribes traditionally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation?

On November 21, 2022, the County sent project notification letters to the following California Native American tribes, which had previously submitted general consultation request letters pursuant to 21080.3.1(d) of the Public Resources Code:

- San Manuel Band of Mission Indians (SMBMI, now known as The Yuhaaviatam of San Manuel Nation YSMN)
- Twentynine Palms Band of Mission Indians

Each recipient was provided a brief description of the Proposed Project, a map of its location, the lead agency representative's contact information, and a notification that the tribe has 30 days to request consultation. The 30-day response period concluded on December 21, 2022.

As a result of the initial notification letters, the San Bernardino County received the following responses:

- No response or request to consult was received from the Twentynine Palms Band of Mission Indians
- The YSMN replied that they would like to see the cultural report, Geotech report and project plan set. Those documents were provided on May 1, 2024

At the request of the YSMN, revisions to Mitigation Measures CR-1 and CR-2 and Mitigation Measures TCR-1 through TCR-3 (as provided in this Initial Study) shall be incorporated to ensure potential impacts to tribal cultural resources are reduced to the extent feasible. Based on these revisions, tribal consultation was formally closed on May 28, 2024.

12. Lead Agency Discretionary Actions:

NOT FOR BID

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact requiring mitigation to be reduced to a level that is less than significant as indicated in the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agricultural / Forest Resources	<input type="checkbox"/>	Air Quality
<input checked="" type="checkbox"/>	Biological Resources	<input checked="" type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Energy
<input checked="" type="checkbox"/>	Geology / Soils	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards / Hazardous Materials
<input type="checkbox"/>	Hydrology / Water Quality	<input type="checkbox"/>	Land Use / Planning	<input type="checkbox"/>	Mineral Resources
<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population / Housing	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation	<input checked="" type="checkbox"/>	Tribal Cultural Resources
<input type="checkbox"/>	Utilities / Service Systems	<input type="checkbox"/>	Wildfire	<input checked="" type="checkbox"/>	Mandatory Findings of Significance

LEAD AGENCY DETERMINATION

On the basis of this initial evaluation, the following finding is made:

	The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
X	Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION , including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

1. AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade an existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

(Check if project is located within a view-shed of any Scenic Route listed in the General Plan):

Environmental Setting

The PVDBWCP is located in the unincorporated community of Big Bear City, just east of Big Bear Lake. Scenic views in the vicinity are of the San Bernardino Mountains and Big Bear Lake.

Impact Analysis

a) *Have a substantial adverse effect on a scenic vista?*

No Impact. Implementation of the PVDBWCP would not obstruct any scenic vista or open view to the public as the proposed changes are improvements to existing drainage facilities and roads. Moreover, the proposed improvements would be at ground-level or below, so scenic vistas would not be impacted. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

No Impact. The Proposed Project intersects Highway 18 at Pine View Drive. Highway 18 is identified as a State Scenic Highway.¹ Pavement rehabilitation along Pine View Drive is proposed. Rehabilitation of the road would improve the long-term scenic qualities of this intersection while having no impact on surrounding scenic resources. Furthermore, there are no protected trees, rock outcroppings or historic buildings along the intersection of Pine View Drive and Highway 18 that would be impacted by construction. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

¹ San Bernardino Countywide Plan, NR-3 Scenic Routes & Highways Accessed August 30, 2023.

- c) *Substantially degrade an existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

No Impact. The Project Site is not located within an urbanized area as defined under PRC 21071² As stated previously, pavement rehabilitation along Pine View Drive is proposed. Rehabilitation of the road would improve the long-term scenic qualities of this intersection while having no adverse impact of the visual character experienced by the public. A bioswale is proposed for the Blue Water Channel at West Fairway Boulevard/Big Bear City Airport. The channel bottom will be widened, and side slopes will be concreted. The channel bottom will vary from earthen to concrete will also be amended to serve as a water quality swale. The portion of Pine View Drive from Aeroplane Boulevard to Country Club Boulevard will be paved (previously paved but deteriorated down to dirt/gravel). Although these features would change the visual character of the area, the change would not be degrading. The widening of the Blue Water channel bottom would not be viewable by the public. The Proposed Project will not substantially degrade the existing visual character of the site and its surroundings. No portion of the Proposed Project would be visible as all improvements would be underground or at-grade and adjacent to existing roadways. No impacts are identified or anticipated, and no mitigation measures are required.

- d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

No Impact. No new light sources would occur during construction as such activities will be conducted during daylight hours. Operational activities would not require lighting and therefore would not create a new source of light. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None Required

Aesthetic Impact Conclusions:

No potentially significant adverse impacts are identified or anticipated, and no mitigation measures are required.

² Office of Planning and Research. Site Check <https://sitecheck.opr.ca.gov/> . Accessed March 4, 2024.

2. AGRICULTURE AND FORESTRY RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

(Check if project is located in the Important Farmlands Overlay):

Environmental Setting

The Proposed Project is not designated a prime agricultural soil by the U.S. Department of Agriculture, Soil Conservation Service's (SCS) Soil Survey of San Bernardino County, Southwestern part, California. No agricultural activities are known to have occurred along the proposed areas of disturbance. The Proposed Project is within a region surrounded by the San Bernardino National Forest and is located

0.2 mile north of the nearest forest land, but no part of the channel or road improvements occur within designated forest land.

Impact Analysis

- a) *Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The proposed areas of disturbance would occur within the public right of way and within parcels zoned BV/IN and BV/CS. The PVDBWCP Site and surrounding area are not identified or designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency.³ Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- b) *Conflict with existing zoning for agricultural use or a Williamson Act contract?*

No Impact. The proposed areas of disturbance would occur within the public right of way and within parcels zoned BV/IN and BV/CS. The proposed improvements would not occur on land zoned for agricultural use. In addition, the improvements would not occur on land under a Williamson Act contract.⁴ Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. Implementation of the Proposed Project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned for Timberland Production as the proposed areas of disturbance would occur within the public right of way and within parcels zoned BV/IN and BV/CS. The proposed improvements would not occur on land zoned for forest land. The PVDBWCP does not include forest land or timberland. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. The Project Site does not support forest land. Implementation of the Proposed Project would not result in loss of forest land or conversion of forest land to non-forest use. No impacts are identified or are anticipated, and no mitigation measures are required.

- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. The proposed areas of disturbance do not support agricultural or forest land uses that would be lost as a result of the Proposed Project implementation. Furthermore, the improvements would occur on previously disturbed land. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

³California Department of Conservation, California Important Farmland Finder. Accessed October 10, 2023.

⁴ San Bernardino County Assessor Record County Clerk. Assessor Property Information – Parcels Under Open Space Contract Report 6/30/2023. Accessed March 4, 2024.

Mitigation Measures:

None Required

Agriculture and Forestry Services Impact Conclusions:

No potentially significant adverse impacts are identified or anticipated and no mitigation measures are required.

3. AIR QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Environmental Setting

The PVDBWCP is located in the South Coast Air Basin (SCAB). The South Coast Air Quality Management District (SCAQMD) has jurisdiction over air quality issues and regulations within the SCAB. To assist local agencies to determine if a project’s emissions could pose a significant threat to air quality, the SCAQMD has published its CEQA Air Quality Handbook (CEQA Handbook).

Impact Analysis

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

No Impact. The Air Quality Management Plan (AQMP) for the basin establishes a program of rules and regulations administered by SCAQMD to obtain attainment of the state and federal air quality standards. The most recent AQMP (AQMP 2022) was developed to address the requirements for meeting this standard and was adopted by the SCAQMD on December 2, 2022. The 2022 AQMP incorporates the latest scientific and technological information and planning assumptions, including transportation control measures developed by the Southern California Association of Governments (SCAG) from the 2020 Regional Transportation Plan/Sustainable Communities Strategy, and updated emission inventory methodologies for various source categories. Consistency with the AQMP 2022 for general development projects is determined by demonstrating compliance with local land use plans and/or employment projections.

A project is inconsistent with the AQMP if: (1) it does not comply with the approved general plan; or (2) it uses a disproportionately large portion of the forecast growth increment (change population or employment levels). The Proposed Project is neither growth-inducing nor does it require a General Plan Amendment. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- b) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

Less Than Significant Impact. The construction activities would require earthmoving, material handling, and material export. These activities were screened for emission generation using SCAQMD “Air Quality Handbook” guidelines, SCAQMD Emission Factors for On-Road Heavy-Duty Diesel Trucks (2024) and SCAQMD Off-Road Mobile Source Emissions Factors (2024). These tables are used to generate emissions estimates for development projects. The criteria pollutants screened for included: reactive organic gases (ROG), nitrous oxides (NO_x), carbon monoxide (CO), and particulates (PM₁₀ and PM_{2.5}). Two of these, ROG and NO_x, are ozone precursors. See Appendix A for Air Quality Emissions Calculations.

The Proposed Project emissions are considered short-term, temporary emissions and were calculated based on the estimated construction parameters listed below. The resulting emission levels as compared to SCAQMD thresholds are shown in Tables 2, 3, and 4.

Material Export (Street Legal Haul Trucks)

- 32 trips per day
- 26-mile haul trip (52 miles round trip)
- 2 months or 40 days

Road Improvement Construction

- 3 months or 60 days

Channel Improvement Construction

- 3 months or 60 days

Typical daily equipment for construction:

- 1 Backhoe
- 1 Excavator
- 1 Paver
- 1 Paving Equipment
- 1 Dozer
- 1 Roller
- 1 Crane
- 1 Forklift

Table 2
Material Export Criteria Pollutant Emissions
(Pounds per Day)

Source	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
Haul Trucks	0.7	7.8	3.6	0.4	0.4
Dozer	1.4	9.4	5.5	0.4	0.4
Misc. Construction Eq	0.7	3.6	5.6	0.1	0.1
Totals (lbs/day)	3.1	20.8	14.7	0.9	0.9
SCAQMD Threshold	75	100	550	150	55
Significant	No	No	No	No	No

Source: Emission Factors for On-Road Heavy-Heavy Duty Diesel Trucks (2024)

Table 3
Road Construction Criteria Pollutant Emissions
(Pounds per Day)

Source	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
Backhoe	0.3	1.6	2.9	0.1	0.1
Excavator	0.5	2.0	4.1	0.1	0.1
Misc. Construction Eq	0.7	3.6	5.6	0.1	0.1
Misc. Material Handling Eq	0.6	3.4	3.5	0.1	0.1
Paver	0.6	3.3	3.8	0.2	0.2
Paving Equipment	0.5	2.8	3.2	0.2	0.2
Totals (lbs/day)	3.2	16.7	23.0	0.7	0.7
SCAQMD Threshold	75	100	550	150	55
Significant	No	No	No	No	No

Source: SCAQMD Off-Road Mobile Source Emissions Factors (2024)

Table 4
Channel Construction Criteria Pollutant Emissions
(Pounds per Day)

Source	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
Dozer	1.4	9.4	5.5	0.4	0.4
Backhoe	0.3	1.6	2.9	0.1	0.1
Roller	0.3	2.2	3.0	0.1	0.1
Crane	0.6	3.7	3.0	0.1	0.1
Forklift	0.2	0.8	1.7	0.0	0.0
Misc. Construction Eq	0.7	3.6	5.6	0.1	0.1
Totals (lbs/day)	3.5	21.2	21.6	0.8	0.8
SCAQMD Threshold	75	100	550	150	55
Significant	No	No	No	No	No

Source: SCAQMD Off-Road Mobile Source Emissions Factors (2024)

No operational emissions, beyond maintenance vehicles traveling to the site, would occur. As shown in Tables 2, 3, and 4, Proposed Project construction emissions would not exceed SCAQMD thresholds. Therefore, less than significant impact is anticipated.

Compliance with SCAQMD Rules 402 and 403

Although the Proposed Project does not exceed SCAQMD thresholds during construction activities, the County is required to comply with all applicable SCAQMD rules and regulations as the SCAB is in non-attainment status for ozone and suspended particulates (PM₁₀). The Proposed Project shall comply with Rules 402 Nuisance, and 403 Fugitive Dust, which require the implementation of Best Available Control Measures (BACM) for each fugitive dust source; and the AQMP, which identifies Best Available Control Technologies (BACT) for area sources and point sources, respectively. This would include, but not be limited to the following BACMs and BACTs:

Exhaust emissions from construction vehicles and equipment and fugitive dust generated by equipment traveling over exposed surfaces would increase NO_x and PM₁₀ levels in the area. Although the Proposed Project does not exceed SCAQMD thresholds during construction, SWMD will be required to implement the following conditions as required by SCAQMD:

1. To reduce emissions, all equipment used in earthwork must be tuned and maintained to the manufacturer's specification to maximize efficient burning of vehicle fuel.
2. The project proponent shall ensure that construction personnel are informed of ride sharing and transit opportunities.
3. The operator shall maintain and effectively utilize and schedule on-site equipment in order to minimize exhaust emissions from truck idling.
4. The operator shall comply with all existing and future CARB and SCAQMD regulations related to diesel-fueled trucks, which may include among others: (1) meeting more stringent emission standards; (2) retrofitting existing engines with particulate traps; (3) use of low sulfur fuel; and (4) use of alternative fuels or equipment.

Implementation of the Proposed Project would not exceed the SCAQMD significance thresholds for construction activities. No operational emissions, beyond maintenance vehicles traveling to the site, would occur. Although there would be emissions from vehicles and equipment during construction, the emissions would be temporary, of short duration, and below the established thresholds. In addition, Proposed Project emissions of particulate matter would be reduced by implementing BACMs, as outlined in SCAQMD dust control Rules 402 - Nuisance and 403 - Fugitive Dust. The Proposed Project would not generate long-term emissions of criteria pollutants that would exceed thresholds and would therefore not cause a cumulatively considerable increase in criteria pollutants. A less than significant impact is identified, and no mitigation measures are proposed.

c) *Expose sensitive receptors to substantial pollutant concentrations?*

Less than Significant Impact. The Proposed Project is located in a primarily residential area. Sensitive receptors are defined as being residences, schools, daycare centers, playgrounds and medical facilities and residential uses exist adjacent to the Project Site. The following project types proposed for sites within the specified distance to an existing or planned (zoned) sensitive receptor land use must be evaluated using SCAQMD significance thresholds:

- Any industrial project within 1000 feet;
- A distribution center (40 or more trucks per day) within 1000 feet;
- A major transportation project (50,000) or more vehicles per day) within 1000 feet;
- A dry cleaner using perchloroethylene within 500 feet;
- A gasoline dispensing facility within 300 feet.

The Proposed Project is improvements to the Pine View Drive Blue Water Channel, pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard, and a bioswale for the Blue Water Channel at West Fairway Boulevard/Big Bear City Airport. The Proposed Project is not a project type as listed above. As demonstrated in b), the Proposed Project emissions are considered short-term, temporary emissions that when compared to SCAQMD thresholds are less than significant. Substantial pollutant concentration impacts to sensitive receptors are not anticipated. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

D) *Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

Less than Significant Impact. Proposed Project construction activities would take place in a primarily residential area. Potential sources that may emit odors during construction activities include equipment diesel exhaust and the application of materials such as asphalt pavement. The objectionable odors that may be produced during the construction process would be short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor-producing materials and completion of construction. Due to the short-term nature and limited amounts of odor producing materials being utilized, no significant impact related to odors would occur during construction of the Proposed Project. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None Required

Air Quality Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

4. BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		X		
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		X		

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Check if project is located in the Biological Resources Overlay or Contains habitat for any species listed in the California Natural Diversity Database

Environmental Setting

The vegetation on-site consists of a mixture of Onesided bluegrass – mat muhly – Douglas’ sedge moist meadow (*Poa secunda – Muhlenbergia richardsonis – Carex douglasii* Herbaceous Alliance), Arroyo willow thickets (*Salix lasiolepis* Shrubland Alliance), and rudereral vegetation with patchy bare ground. The site is currently being maintained for drainage (mowing and weeding). The neighboring parcels (north and south) although developed, have some native vegetation in the form of Jeffrey pine forest and woodland (*Pinus jeffreyi*) Forest & Woodland Alliance. Additionally, the portion of Stanfield Marsh immediately to the west contains Onesided bluegrass – mat muhly – Douglas’ sedge moist meadow (*Poa secunda – Muhlenbergia richardsonis – Carex douglasii* Herbaceous Alliance).

Impact Analysis

- a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

Less Than Significant with Mitigation Incorporated. A Biological Resources Assessment (BRA) and Jurisdictional Delineation (JD) report was prepared for the Proposed Project (July 2023, and updated July 2024) by Jennings Environmental, LLC (see Appendix B for report). According to the California Natural Diversity Database (CNDDB), California Native Plant Society’s Electronic Inventory (CNPSEI), and other relevant literature and databases, 104 sensitive species, 20 of which are listed as threatened or endangered, and 2 sensitive habitats, have been documented in the Big Bear Lake, Fawnskin, Big Bear City, and Moonridge quads. The Fawnskin, Big Bear Lake, and Moonridge quads were included in this search due to the site’s proximity to their borders. This list of sensitive species and habitats includes any State and/or federally listed threatened or endangered species, California Department of Fish and Wildlife (CDFW) designated Species of Special Concern (SSC) and otherwise Special Animals. The BRA includes an analysis of the likelihood for the occurrence of all CNDDB sensitive species documented. The analysis takes into account species range as well as documentation within the vicinity of the Project Site and includes the habitat requirements for each species and the potential for their occurrence on the site, based on required habitat elements and range relative to the current site conditions. According to the databases, no sensitive habitat, including U.S. Fish and Wildlife Service (USFWS) designated critical habitat, occurs within or adjacent to the Project Site.

Special Status Species

Southern rubber boa (*Charina umbratica*) – Threatened (State)

Rubber boas have been documented to the north and northwest of the Project Site. In addition to occurrences within Little Bear Creek, there are ten (10) rubber boa occurrences documented within approximately 5 miles of the Project Site. There is no suitable habitat within the Project Site boundary for this species. The site is a dry meadow which is maintained and exposed to direct sunlight most of the year and does not retain moisture. Additionally, the Project Site does not contain any fallen debris for hibernacula and there are no north-facing slopes or any rock outcrops that would provide increased moisture content. The site is also separated from the occupied habitat by multiple development projects (Big Bear City Airport and residential development). Therefore, this species is considered absent from the Project Site and the Proposed Project will not affect rubber boas.

Bald eagle (BAEA) (*Haliaeetus leucocephalus*) – Delisted (Federal)/ Endangered (State)

According to the CNDDDB, the nearest occurrence for the BAEA is 2.3 miles northeast of the Project Site adjacent to Baldwin Lake. The Project Site is not within any suitable BAEA foraging or nesting habitat. However, the Project Site is adjacent to Stanfield Marsh and Big Bear Lake, which contain suitable habitat for this species. The Proposed Project does not require the removal of large old-growth vegetation, nor does it propose any impacts to the adjacent suitable habitat for this species. Therefore, the Proposed Project will not affect BAEA and no further investigation relative to this species is warranted or required.

California spotted owl (SPOW) (*Strix occidentalis*) – SSC

Per the CNDDDB Spotted Owl Observations Database, the nearest documented SPOW activity center (roosting or nesting site) is approximately 2.78 miles northwest of the Project Site. The Project Site is within an already disturbed area and the immediate vicinity has been subject to ongoing human disturbances associated with the existing commercial and residential developments in the area for a long time. Therefore, it is unlikely that the immediate surrounding area would be utilized by SPOW for nesting or roosting. Additionally, the Project Site lacks the basic habitat requirements for this species. Furthermore, this species has not been documented within the Project area. Although the U.S. Forest Service does not survey for SPOW on private property, the surrounding San Bernardino National Forest areas have been surveyed extensively by the Forest Service since the late 1980s. It is concluded that the Project Site is not occupied by SPOW, and the Proposed Project will not affect this species.

San Bernardino flying squirrel (*Glaucomys oregonensis californicus*) – SSC

The Flying Squirrels of Southern California is a project of the San Diego Natural History Museum (SDNHM), in collaboration with the U.S. Forest Service and the USFWS, to try to determine the distribution and habitat use of the flying squirrel in southern California. Per the SDNHM database, the nearest documented flying squirrel occurrence (2015) is approximately 0.95 miles northeast of the Project Site, within a denser tree canopy area. The Project Site and surrounding area do not provide habitat suitable to support flying squirrel. The surrounding area is either residential housing, commercial developments, or open meadow located in Stanfield Marsh. The habitat within the surrounding vicinity is not suitable to support flying squirrel and the Proposed Project would not result in impacts to this species. Additionally, the Proposed Project does not propose removing large old-growth vegetation. Therefore, the Proposed Project will not have an effect on this species.

Bird-foot checkerbloom (*Sidalcea pedate*) – Endangered (Federal/State)

According to the CNDDDB, there is a historical occurrence within the Project Site and immediate vicinity. The historical occurrence is dated 1983. Since then, the Project Site has been altered by the surrounding development. The nearest recent occurrence is located 1.27 miles northeast of the Project Site and is dated 2019. Prior to initiation of the survey a reference population was checked and was documented to be in bloom. This species was not observed on-site during the site visit. Therefore, this species is considered absent from the Project Site.

Slender-petaled thelypodium (*Thelypodium stenopetalum*) – Endangered (Federal/State)

According to the CNDDDB, there is a historical occurrence of Slender-petaled thelypodium within the Project Site and immediate vicinity. The historical occurrence is dated 1979. Since then, the Project Site has been altered by the surrounding development. The nearest recent occurrence is located 1.27 miles northeast of the Project Site and is dated 2019. However, this species is absent from the Project Site. Prior to initiation of the field survey, a reference population was checked and was documented to be in bloom. This species was not observed on-site during the site visit. Therefore, this species is considered absent from the Project Site.

San Bernardino bluegrass (*Poa atropurpurea*) – Endangered (Federal)

According to the CNDDDB, there is a historical occurrence within the Project Site and immediate vicinity. The historical occurrence is dated 1981. Since then, the Project Site has been altered by the surrounding development and routine maintenance. The nearest recent occurrence is located 2.11 miles southwest of the Project Site, along the shores of Big Bear Lake and is dated 2012. However, this species is absent from the Project Site. Prior to initiation of the field survey, a reference population was checked and was documented to be in bloom. This species was not observed on-site during the site visit. The site did contain the common species pine bluegrass (*Poa secunda*), which is similar to *Poa atropurpurea*, but is not a listed species. Therefore, this species is considered absent from the Project Site.

Nesting Birds

The immediate surrounding area contains habitat suitable for nesting birds (developed shrubs and tall trees). As such, the Proposed Project is subject to the Migratory Bird Treaty Act and the California Fish and Game Code. Therefore, the following mitigation measure should be implemented if any future construction is proposed:

Mitigation Measure BIO-1:

Nesting bird nesting season generally extends from February 1 through September 15 in southern California and specifically, March 15 through August 31 for migratory passerine birds. To avoid impacts to nesting birds (common and special status) during the nesting season, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) prior to project-related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity and duration of disturbance. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- c) *Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Less Than Significant with Mitigation Incorporated. The United States Army Corps of Engineers (USACE) has the authority to permit the discharge of dredged or fill material in Waters of the U.S. (WOUS) under Section 404 Clean Water Act (CWA). The Regional Water Quality Board (RWQCB) has authority over the discharge of dredged or fill material in Waters of the State under Section 401 CWA as well as the Porter-Cologne Water Quality Control Act. The Project Site was surveyed with 100 percent visual coverage and the drainage channel on-site does meet the definition for WOUS and WOS.

The CDFW asserts jurisdiction over any drainage feature that contains a definable bed and bank or associated riparian vegetation. The Project Site was surveyed with 100 percent visual coverage and drainage channel on-site is considered jurisdictional under CDFW. Table 5 below details the extent of CDFW jurisdiction within the channel.

**Table 5
 Jurisdiction Areas for the Big Bear Airport Channel Project**

Feature	Bank-Full width (feet)	Length (feet)	Max Channel Depth (feet)	WoUS USACE jurisdiction (acres) {Temporary}	WoUS USACE jurisdiction (acres) {Permanent}	FGC 1600 CDFW jurisdiction Riparian Areas (acres) {Temporary}	FGC 1600 CDFW jurisdiction Riparian Areas (acres) {Permanent}
Big Bear Airport Channel	105	3,958	5	0.80	2.25	2.27	3.41

The Proposed Project meets the definitions of Section 1600 of the State of California Fish and Game Code (FGC) under the jurisdiction of the CDFW, Section 401 (“Waters of the State”) of the CWA under the jurisdiction of the RWQCB, or WoUS as defined by Section 404 of the CWA under the jurisdiction of the USACE within the Project Site. As such, Mitigation Measure BIO-2 shall be implemented in order to address potential impacts to jurisdictional features.

Mitigation Measure BIO-2:

Permits from the California Department of Fish and Wildlife, the Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers shall be acquired.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Less Than Significant Impact. According to the 2023 Biological Resources Assessment (BRA) and Jurisdictional Delineation (JD) report, the Project Site is not mapped within an area for wildlife movement. Implementation of the Proposed Project would not interfere substantially with the movement of any native

resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

No Impact. The vegetation on-site consists of a mixture of Onesided bluegrass (*mat muhly*), Douglas' sedge moist meadow (*Poa secunda – Muhlenbergia richardsonis – Carex douglasii Herbaceous Alliance*), Arroyo willow thickets (*Salix lasiolepis Shrubland Alliance*), and ruderal vegetation with patchy bare ground. Construction activities would take place on previously disturbed areas. Moreover, the Proposed Project does not propose removal of large old-growth vegetation. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

No Impact. The Project Site is not within or adjacent to a habitat conservation plan. According to Jennings, the Project Site is not located within any USFWS-designated Critical Habitat. However, the site is adjacent (0.19 miles south) to the designated critical habitat for the federally endangered San Bernardino Mountains bladderpod (*Physaria kingii ssp. Bernardina*). This species is endemic to the San Bernardino Mountains, where it grows on carbonate soils in pinyon-juniper woodland and white fir forests. However, the Project Site is not within the critical habitat, does not propose any alterations to the critical habitat, and this species is not present within the Project Site. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Biological Resources Impact Conclusions:

Implementation of Mitigation Measures BIO-1 and BIO-2 would ensure that potential impacts to Biological resources are reduced to the extent feasible.

5. CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?		X		
b) Cause a substantial adverse change I the significance of an archaeological resource pursuant to §15064.5?		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

(Check if project is located in the Cultural overlays or cite results of cultural resource review)

Environmental Setting

The Project Site is east of the City of Big Bear Lake, within the unincorporated Big Bear City area of San Bernardino County, California. Paleo Indian, Archaic Period Milling Stone Horizon, and the Late Prehistoric Shoshonean groups are the three general cultural periods represented in San Bernardino

County. The cultural history of San Bernardino County references the San Dieguito Complex, Encinitas Tradition, Milling Stone Horizon, La Jolla Complex, Pauma Complex, and San Luis Rey Complex, since these culture sequences have been used to describe archaeological manifestations in the region. The Late Prehistoric component in San Bernardino County was represented by the Cahuilla, Serrano, and potentially the Vanyume Indians.

Impact Analysis

- a) *Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?*

Less Than Significant with Mitigation Incorporated. A Cultural Resources Study, dated December 20, 2023, was prepared for the Proposed Project by BFS Environmental Services (see Appendix C). The purpose of the study was to locate and record any cultural resources within the Project Site and subsequently evaluate any resources as part of the San Bernardino County environmental review process conducted in compliance with CEQA. The archaeological investigation of the Project Site includes an archaeological records search conducted at the South Central Coastal Information Center (SCCIC) at California State University, Fullerton (CSU Fullerton) in order to assess previous archaeological studies and identify any previously recorded archaeological sites within the Project Site or in the immediate vicinity. The records search identified 28 previously recorded resources (19 historic) recorded within a one-half-mile radius of the Project Site. Of the previously recorded resources, one (Site P-36-024562) intersects the Project Site. Site P-36-024562 consists of a paved road segment (the intersection of Pine View Drive and State Route 18/West Big Bear Boulevard), a bronze 1956 U.S. Coastal and Geodetic Survey (USC&GS) Bench Mark, and a board-formed concrete culvert.

According to the Cultural Resources Study, the earthen Blue Water Channel and associated water control features within the airport property all appear to be associated with improvements made to the storm-drain infrastructure. The survey did not result in the identification of any new historic cultural resources within the Project Site. Site P-36-024562 has been evaluated as not eligible for the California Register of Historic Resources (CRHR), and any project-related impacts to the road segment/intersection, culvert, and USC&GS Bench Mark are not considered significant. Given that the current ground cover within the Project Site might have masked archaeological deposits, the Project Site is located near multiple natural sources of water, and a number of prehistoric sites were identified in the SCCIC records search, there remains a potential that buried archaeological resources may inadvertently be discovered within the project boundaries. As such, implementation of the Proposed Project could potentially uncover cultural resources. Therefore, to ensure less than significant impacts to cultural resources occur, the Proposed Project shall adhere to following Mitigation Measure:

Mitigation Measure CR-1:

A cultural resources monitoring program conducted by a County approved archaeologist, with at least 3 years of regional experience, and YSMN approved Native American representative during all project related ground disturbances shall be implemented (which includes, but is not limited to, tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal and installation, drainage and irrigation removal and installation, hardscape installation [benches, signage, boulders, walls, seat walls, fountains, etc.], and archaeological work). However, during project development, the archaeologist and tribal monitor shall have the authority to modify and reduce the monitoring program to either periodic spot-checks or suspension of the monitoring program should the potential for cultural resources appear to be less than anticipated. The scope of the full monitoring program shall be as coordinated between the County and YSMN. A sufficient number of archaeological monitors shall be present each

workday to ensure that simultaneously occurring ground disturbing activities receive thorough levels of monitoring coverage.

- b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less Than Significant with Mitigation Incorporated. The records search identified 28 previously recorded resources (9 prehistoric) recorded within a one-half-mile radius of the project.

A Sacred Lands File (SLF) search was requested from the Native American Heritage Commission (NAHC). The SLF search was returned with positive results for potential sites or locations of Native American importance within the vicinity. The NAHC suggested contacting local Native American groups for further information. This additional outreach will be conducted by the lead agency under the official Assembly Bill (AB) 52 Native American consultation process. Given that the current ground cover within the Project Site might have masked archaeological deposits, the project is located near multiple natural sources of water, and a number of prehistoric sites were identified in the SCCIC records search, there remains a potential that buried archaeological resources may inadvertently be discovered within the project boundaries. As such, implementation of the Proposed Project could potentially uncover cultural resources. Therefore, Mitigation Measure CR-1 shall be implemented to reduce potential impacts to archaeological resources to a less-than-significant level.

- c) *Disturb any human remains, including those interred outside of formal cemeteries?*

Less Than Significant with Mitigation Incorporated. Construction activities, particularly grading, could potentially disturb human remains interred outside of a formal cemetery. To ensure adequate and compliant management of any buried remains that may be identified during project development, the following mitigation measure is required as a condition of project approval to reduce any potential impacts to a less than significant level:

Mitigation Measure CR-2:

If, at any time, evidence of human remains (or suspected human remains) are uncovered, the County Coroner must be contacted immediately and permitted to examine the find in situ. A buffer must be established around the find (minimum of 100 feet) and the consulting archaeologist must also be notified.

If the remains are determined to be of Native American origin, the Coroner will contact the Native American Heritage Commission and the Most Likely Descendant (MLD) will be named. In consultation with the MLD, the County, project proponent, and consulting archaeologist, the disposition of the remains will be determined. Any costs incurred will be the responsibility of the project proponent/property owner.

If the remains are determined to be archaeological, but non-Native American, the consulting archaeologist will oversee the removal, analysis, and disposition of the remains. Any costs incurred will be the responsibility of the project proponent/property owner.

If the remains are determined to be of forensic value, the County Coroner will arrange for their removal, analysis, and disposition. The Coroner's activities will not involve any costs to the project proponent/property owner.

Cultural Resources Impact Conclusions:

Implementation of Mitigation Measures CR-1 and CR-2 would ensure that potential impacts to cultural resources are reduced to the extent feasible.

6. ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

Environmental Setting

California is one of the lowest per capita energy users in the United States, ranked 48th in the nation, due to its energy efficiency programs and mild climate. California consumed 292,039 gigawatt-hours of electricity and 2,110,829 million cubic feet of natural gas in 2017. In addition, Californians consume approximately 18.5 billion gallons of motor vehicle fuels per year.⁵ The single largest end-use sector for energy consumption in California is transportation (39.8 percent), followed by industry (23.7 percent), commercial (18.9 percent), and residential (17.7 percent).⁶

Impact Analysis

- a) *Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?*

Less Than Significant Impact.

Electricity

The Proposed Project includes road pavement rehabilitation and would increase the hydraulic capacity of the existing Blue Water channel. There would be no constructional or operational demand for electricity.

Natural Gas

The Proposed Project would not require natural gas.

Fuel Consumption

During construction of the Proposed Project, the use of fuel would be required during construction for operation of heavy equipment. Following construction, employees would occasionally travel to and from the Project Site for maintenance. The Proposed Project is not expected to result in a substantial demand for fuel that would require expanded supplies or require the construction of other infrastructure or expansion of existing facilities. Fuel use during construction would not be considered inefficient, wasteful, or unnecessary. Impacts are less than significant, and no mitigation is recommended.

⁵ Federal Highway Administration 2019

⁶ United States Energy Information Administration 2018

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. The Proposed Project involves the temporary and short-term construction of road and drainage improvements. Energy use would be typical of similar-sized short-term construction-type projects in the region. The Proposed Project would not conflict with any applicable plan, policy or regulation as adopted by an agency to reduce energy efficiency or renewable energy, such as AB 32, and SB 32. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None Required

Energy Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

7. GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury death involving?				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii. Strong seismic ground shaking?			X	
iii. Seismic-related ground failure, including liquefaction?			X	
iv. Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

(Check if project is located in the Geologic Hazards or Paleontologic Resources Overlay District):

Environmental Setting

The Project Site is in the eastern part of the Transverse Ranges Geomorphic Province which is characterized as a complex series of east-west trending valleys and steep mountains and bisected by the San Andreas fault. Due to north-south compression of the San Bernardino and San Gabriel Mountains (the Transverse Ranges), rapid uplift is occurring. The Big Bear area is an uplifted valley in the central portion of the San Bernardino Mountains. The San Bernardino Mountains are geologically complex and comprised of Miocene-age sedimentary rocks, Cretaceous-age granitic rocks, and Cambrian-age sedimentary rock that are complexly deformed by normal, reverse, and thrust faults and are tightly folded.

Impact Analysis

- a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*
- i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*
 - ii. *Strong seismic ground shaking?*
 - iii. *Seismic related ground failure, including liquefaction?*
 - iv. *Landslides?*
- i. **Less than Significant Impact.** A draft Geotechnical Investigation report was prepared for the Proposed Project by GeoCon West, Inc. in April 2023 (see Appendix D for report). The Proposed Project is not located within a state-designated Alquist-Priolo Earthquake Fault Zone for surface fault rupture hazards. No Holocene-active or pre-Holocene faults with the potential for surface fault rupture are known to pass directly beneath the Project Site. The alignment is not located within an Alquist-Priolo zone or underlain by a Holocene-active or pre-Holocene fault. Therefore, the potential for surface rupture due to faulting occurring beneath the alignment during the design life of the proposed public works project is considered low. Less than significant impacts are identified or anticipated, and no mitigation measures are required.
 - ii. **Less than Significant Impact.** The Project Site is located in the seismically active Southern California region and could be subject to moderate to strong ground shaking in the event of an earthquake on one of the many active Southern California faults. The closest surface trace of a Holocene-active fault to the site is the Western section of the North Frontal Thrust System, located approximately 6.3 miles to the north. Other nearby active faults are the Eastern section of the North Frontal Thrust System, Silver Reef Fault, the San Andreas Fault Zone, and the Pinto Mountain Fault Zone located approximately 7.1 miles northeast, 9.9 miles northeast, 13.7 miles southwest, and 16.2 miles southeast of the site, respectively. The effects of ground shaking can be minimized if the proposed infrastructures are designed and constructed in conformance with current engineering practices. Less than significant impacts are identified or anticipated, and no mitigation measures are required.
 - iii. **Less than Significant Impact**– The site is located within an area susceptible to liquefaction. A groundwater monitoring well near the Project Site indicates that groundwater has ranged from 6.1 to 43.5 feet below the existing ground surface. Groundwater was encountered during excavation at depths between 13.5 to 32 feet below ground surface. For design purposes, the high groundwater level is assumed to be 5 feet below the existing ground surface. For loss of

bearing capacity, the liquefiable layer must be close to the ground surface and within the zone of influence of the proposed improvements. The shallowest potentially liquefiable layer is approximately 5 feet deep, which is within the zone of influence of the Project Site. Therefore, loss of bearing capacity is potentially a hazard.

Considering the depth of the liquefiable layer identified by the results of our exploratory drilling and the thickness of the non-liquefiable layers above the liquefiable zone, there is a potential for other surface manifestations of liquefaction, such as sand boils or ground fissures, to affect the Proposed Project. Additional settlement due to sediment ejecta settlement may also occur. The Proposed Project would incorporate the recommendations listed in the final Geotechnical Investigation report, thereby reducing potential impacts related to liquefaction to a less than significant level.

- iv. **No Impact** – As stated in the Geotechnical Investigation report, the Project Site gently slopes towards the north with elevations ranging from 6,785 to 6,750 feet MSL. It is not located within an area identified as having a potential for seismic slope instability, have any known landslides near, or in the path of any known or potential landslides. Therefore, the potential for slope stability hazards to adversely affect the proposed development is considered low. In addition, the Blue Water Channel will be reconstructed with side slopes inclined at gradients of 2:1, 3:1, and 4:1 (H:V). The majority of the slopes will be lined with concrete; however, some earthen slopes will be constructed at a 3:1 gradient. Based on these considerations, compacted fill slopes constructed at these gradients are generally considered stable. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- b) *Result in substantial soil erosion or the loss of topsoil?*

Less Than Significant Impact. Construction activities could result in soil erosion, however any potential impacts of soil erosion would be minimized through the preparation and implementation of a Storm Water Pollution and Prevention Plan (SWPPP). The SWPPP would prescribe temporary Best Management Practices (BMPs) to control wind and water erosion during and shortly after the construction of the Proposed Project. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

- c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?*

Less Than Significant Impact. Lateral spread occurs as a result of liquefaction induced lateral ground movement and typically occurs due to the presence of liquefiable soils underlying sloping ground. Based on a review of geologic articles published about the 1992 Big Bear Earthquake, some instances of lateral spreading were observed several miles to the south and east of the site. However, no instances of liquefaction or lateral spreading were observed in the immediate vicinity of the site. Although past performance cannot be used as a direct correlation to future hazard, based on the past absence of lateral spreading as well as understanding of the subsurface geology, groundwater conditions, and the site topography, it is GeoCon West, Inc.'s opinion that the potential for lateral spreading to affect the project area is low. The Project Site is not located in a path of potential landslides.

As stated previously, the Proposed Project would incorporate the recommendations listed in the final Geotechnical Investigation report, thereby reducing potential impacts related to unstable soils to a less-than-significant level.

- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

No Impact. The existing site soils encountered during the geotechnical investigation are relatively granular and are considered to be “non-expansive”. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

No Impact. The Proposed Project does not include the use of septic tanks. No impacts are identified or anticipated, and no mitigation measures are required.

- f) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

No Impact. A Paleontological Assessment, dated December 20, 2023, was prepared for the Proposed Project by BFS Environmental Services (see Appendix E). As concluded in the report, the shallow depths of the proposed improvements, the presence of modern and Holocene-aged alluvial deposits at the Project Site, their coarse consistency, and their low paleontological potential supports the conclusion that paleontological monitoring is not recommended during earth disturbance activities for the Proposed Project. No impacts are identified or anticipated, and no mitigation measures are required.

Geology and Soils Impact Conclusions:

Less than significant impacts are anticipated, and no mitigation measures are required.

8. GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Background

San Bernardino County adopted its “Greenhouse Gas Emissions Reduction Plan” (GHG Reduction Plan) in December 2011. The GHG Reduction Plan was updated in June 2021 (GHGRP Update). A review standard of 3,000 metric tons of carbon dioxide equivalents (MTCO_{2e}) per year will be used to identify projects that require the use of the Screening Tables or a project-specific technical analysis to quantify and mitigate project emissions.

Impact Analysis

- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less Than Significant Impact. Per CEQA guidelines, new project emissions are treated as standard emissions, and air quality impacts are evaluated for significance on an air basin or even at a neighborhood level. Greenhouse gas emissions are treated differently, in that the perspective is global, not local. Therefore, emissions for certain types of projects might not necessarily be considered as new emissions if the project is primarily population driven. Many gases make up the group of pollutants that are believed to contribute to global climate change. However, three gases are currently evaluated carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). SCAQMD provides guidance methods and/or Emission Factors.

Utilizing the SCAQMD’s Off-Road Mobile Source Fleet Average Emission Factors 2024 (Construction Equipment Emissions) and Air Quality Management District Emission Factors for On-Road Heavy-Heavy Duty Diesel Truck 2024 (Street Legal Haul Trucks), Lilburn Corporation estimated the GHG emissions generated by construction of the Proposed Project (see Appendix F). As shown in Tables 6 to 9 below, the Proposed Project would generate approximately 620.4 MTCO₂e during construction. The total construction emissions amortized over a period of 30 years are estimated at 20.7 MTCO₂e.

**Table 6
 Material Export Greenhouse Gas Emissions
 (Pounds Per Day)**

Equipment	CO ₂	CH ₄	N ₂ O
Haul Trucks	3490.7	0.0	0.0
Dozer	1912.0	0.1	0.0
Misc. Construction Eq	3936.0	0.2	0.0
Total lbs. per day	9,339		
MTCO₂e per Year	254.4		

Source: Off-Road Mobile Source Emission Factors; SCAQMD 2024

**Table 7
 Road Construction Greenhouse Gas Emissions
 (Pounds Per Day)**

Equipment	CO ₂	CH ₄	N ₂ O
Backhoe	534.4	0.0	0.0
Excavator	960.0	0.0	0.0
Other Construction Equipment	1968.0	0.1	0.0
Other Material Handling Equipment	1128.0	0.1	0.0
Paver	623.2	0.1	0.0
Paving Equipment	551.2	0.0	0.0
Total lbs. per day	5774.08		
MTCO₂e per Year	173.2		

Source: Off-Road Mobile Source Emission Factors; SCAQMD 2024

Table 8
Channel Construction Greenhouse Gas Emissions
(Pounds Per Day)

Equipment	CO ₂	CH ₄	N ₂ O
Backhoe	1912.0	0.1	0.0
Excavator	534.4	0.0	0.0
Other Construction Equipment	536.0	0.0	0.0
Other Material Handling Equipment	1032.0	0.1	0.0
Paver	435.2	0.0	0.0
Paving Equipment	1968.0	0.1	0.0
Total lbs. per day	6428.2		
MTCO₂e per Year	192.8		

Source: Emission Factors for On-Road Heavy-Heavy Duty Diesel Trucks (2024)

Table 9
Total Construction Greenhouse Gas Emissions
(Pounds Per Day)

Construction Phase	MTCO ₂ per year
Material Export	254.4
Road Construction	173.2
Channel Construction	192.8
Total MTCO₂e per Year	620.4
Construction Amortized over 30 years	20.7
County Screening Threshold	3,000
Significant?	No

Construction emissions would not exceed the County screening threshold. Operational activities include occasional maintenance of the channel and roads, and operational emissions are therefore considered negligible. Therefore, the Proposed Project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

- b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less than Significant Impact. According to the San Bernardino County GHG Reduction Plan, all development projects, including those otherwise determined to be exempt from CEQA, will be subject to applicable Development Code provisions, including the GHG performance standards, and state requirements. With the application of the GHG performance standards, projects that are exempt from CEQA and small projects that do not exceed 3,000 MTCO₂e per year will be considered consistent with the GHG Reduction Plan and determined to have a less than significant individual and cumulative impact for GHG emissions. As demonstrated in Table 9 above, the Proposed Project construction emissions would not exceed 3,000 MTCO₂e.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None required.

Greenhouse Gas Emissions Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

9. HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk loss, injury or death involving wildland fires?			X	

Environmental Setting

The Project Site is located in the Mountain Region of the County. Nearly the entire Mountain Region is mapped as Very High Fire Hazard Severity Zone (VHFHSZ). The Project Site is adjacent to Big Bear City Airport, which is a general aviation airport.

Impact Analysis

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less than Significant Impact. Construction of the Proposed Project would require the routine transport, use, storage, and disposal of limited quantities of common hazardous materials such as gasoline, diesel fuel, oils, solvents, and other similar materials. All materials required during construction would be kept in compliance with State and local regulations, and Best Management Practices. Operations would be minimal and include standard maintenance involving the use of commercially available products (e.g., gas, asphalt, oil, paint, etc.) the use of which would not create a significant hazard to the public. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less than Significant Impact. Construction of the Proposed Project would require the routine transport, use, storage, and disposal of limited quantities of common hazardous materials. Operations would be minimal and include standard maintenance involving the use of commercially available products. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact. The Proposed Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of a school. The nearest school is North Shore Christian Nursery located at 765 Stanfield Cutoff, approximately 0.30 mile north of the PVDBWCP. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact. The PVDBWCP does not occur on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.⁷ No impacts are identified or anticipated, and no mitigation measures are required.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

No Impact. The Project Site is located adjacent to the Big Bear Airport and is within the Airport Safety Review Area. As the Proposed Project involves road and drainage improvements that would be at-grade, it would not result in a safety hazard for people residing or working in the Proposed Project area. No impacts are identified or anticipated, and no mitigation measures are required.

⁷ California Department of Toxic Substances and Control. EnviroStor database. Accessed March 8, 2024.

- f) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Less than Significant Impact. There are no critical facilities located at the Project Site.⁸ The Proposed Project intersects Highway 18 at Pine View Drive. Highway 18 is identified as an evacuation route.⁹ This portion of Highway 18, as well as the remainder of Pine View Drive, would be subject to construction detours during road rehabilitation. Final material staging areas would be determined by the Contractor, however, the following areas would likely be impacted:

- Fairway Boulevard between Pine View Drive and Kiener Drive
- The airport / south plane parking stalls
- County parcels that extend the north-south roads to the south of Fairway Boulevard

Road closures would be short-term and temporary. The general area has street blocks that are relatively small, ranging from approximately 200 to 400 feet, and very few cul-de-sacs. Therefore, taking detours can be easily accomplished. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

- g) *Expose people or structure, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

Less than Significant Impact. The PVDBWCP is located in lands classified as very high, high, and moderate fire hazard severity zones.¹⁰ The improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard and an increase in the hydraulic capacity of the Blue Water Channel. The Proposed Project does not include features that would exacerbate the risks of wildfire. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None required.

Hazards and Hazardous Materials Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

10. HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project				X

⁸ San Bernardino Countywide Plan, PP-1 Critical Facilities. Accessed March 11, 2024.

⁹ San Bernardino Countywide Plan, PP-2 Evacuation Routes. Accessed March 11, 2024.

¹⁰ San Bernardino Countywide Plan, HZ-5 Fire Hazard Severity Zones. Accessed March 11, 2024.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
may impede sustainable groundwater management of the basin?				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would?				X
i. Result in substantial erosion or siltation on – or off-site;				X
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on – or off-site;				X
iii. Create or contribute runoff water which would exceed the capacity of the existing or planned stormwater drainage systems or provide substantial additional resources of polluted runoff; or				X
iv. Impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or substantial groundwater management plan?			X	

Environmental Setting

The Blue Water Channel is located to the south of the Big Bear City Airport, with Division Drive downstream to the west. The channel follows the southern edge of the airport until it turns south at Bluewater Drive right-of-way. Within the project limits, the existing land uses include low-density residential. Presently, stormwater flows overland from upstream open space, northward through the residential neighborhood, to the channel south of the airport. The channel and the majority of the Big Bear City Airport is located within the Federal Emergency Management Agency (FEMA) 100-year floodplain. The project is located within the Big Bear Lake watershed. The mapped lake limits are approximately 0.3 miles northeast of the downstream limit at Division Drive. The elevations of the watershed vary from 6,742 feet at the Division Drive culvert to 7,600 feet at the upstream end of the watershed. The project watershed is characterized by overland flow with mildly defined mountain channels. The Big Bear Lake watershed is tributary to the Santa Ana River watershed.

Impact Analysis

- a) *Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*
- e) *Conflict with or obstruct implementation of a water quality control plan or substantial groundwater management plan?*

Less Than Significant Impact. Because the Proposed Project could discharge pollutants from a point source to a water of the United States, it would require a National Pollutant Discharge Elimination System (NPDES) permit. Construction activities covered under the State’s General Construction permit include the removal of vegetation, grading, excavating, or any other activity that causes the disturbance of one acre or more. The General Construction permit requires recipients to reduce or eliminate non-storm water

discharges into stormwater systems, and to develop and implement a SWPPP. The SWPPP is based on the principles of BMPs to control and abate pollutants. The SWPPP must include BMPs to prevent Proposed Project-related pollutants from impacting surface waters.

Additionally, the Blue Water Channel will include a bioswale to improve water quality. The channel bottom will be widened, and side slopes will be concreted. The channel bottom will vary from earthen to concrete and will also be amended to serve as a water quality swale. The bioswale will be designed to California Stormwater Quality Association (CASQA) BMP guidelines. The Big Bear Airport has indicated that grasses are typically allowed to grow approximately 1.5 feet tall. This value meets CASQA's suggested minimum 6-inch grass height. No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

- b) *Substantially decrease groundwater supplies or substantially interfere with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

No Impact. The San Bernardino Mountains consist of a complex of crystalline granitic rocks that have intruded metaplutonic and metasedimentary rocks. Consequently, there are no unconsolidated sediments or traditional groundwater basins in this mountainous area.¹¹ Instead, groundwater is confined to open fractures in the hard metamorphic and granitic mountain rocks. Groundwater is fed by rainfall and snow seeping into fractures along drainage courses, and may discharge down-gradient as a spring, enter the bottom of a drainage feeding a flow, or continue to move down-gradient beneath the surface.¹² There are no groundwater recharge facilities in the vicinity and therefore, the Proposed Project would not interfere with any groundwater recharge.

The Proposed Project improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard, increasing capacity of the Blue Water Channel, and a bioswale at West Fairway Boulevard/Big Bear City Airport. The Proposed Project would not have a demand for water thereby decreasing supplies. Therefore, no impacts are identified or are anticipated, and no mitigation measures are required.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would?*
- i. *Result in substantial erosion or siltation on – or off-site;*
 - ii. *Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site;*
 - iii. *Create or contribute runoff water which would exceed the capacity of the existing or planned stormwater drainage systems or provide substantial additional resources of polluted runoff;*
 - iv. *Impede or redirect flood flows?*

No Impact. San Bernardino County has received reports from Big Bear City residents of flooding within their properties during larger storms in the area, south of Big Bear City Airport along Pine View Drive and Sugarloaf Boulevard. To meet the need of the residents, the County proposes to improve the Blue Water Channel with a bioswale on the southside of the Big Bear City airport, and pavement rehabilitation along Pine View Drive with a swale longitudinal to the road with the purpose of directing flows away from residential properties. The channel bottom will be widened, and side slopes will be concreted. The channel bottom will vary from earthen to concrete and will also be amended to serve as a water quality

¹¹ Albert A. Webb Associates. Crestline Village Water District 2020 Urban Water Management Plan. Adopted June 15, 2021.

¹² Albert A. Webb Associates. Crestline Village Water District 2020 Urban Water Management Plan. Adopted June 15, 2021.

swale. A preliminary Hydraulics report, dated September 8, 2023, was prepared for the Proposed Project by MNS Engineers, Inc. (see Appendix G).

The Project Site is located within the Big Bear Lake watershed. Within the project limits, the existing land uses include low-density residential. Presently, stormwater flows overland from upstream open space, northward through the residential neighborhood, to the channel south of the airport. The channel and the majority of the Big Bear City Airport is located within the FEMA 100-year floodplain. The 10-year bulked peak flows for the project hydrology areas are summarized below.

Reach	Clear Peak Flow	Bulked Peak Flow
Blue Water Channel, upstream of Storm Drain Confluence) (Saw Mill Creek)	1,057.1 cfs	1,590 cfs
Pine View Storm Drain (Lemon Lilly Creek)	840 cfs	1,260 cfs
Blue Water Channel, downstream of Storm Drain confluence	2,273 cfs	3,410 cfs

The proposed channel section will consist of concreted side-slopes with either a soft or concreted bottom, depending on available width.

The Proposed Project will propose two sedimentation areas as budget allows: the first at the north end of Bluewater Drive; and another, west of the airport hangar building. The purpose of these sedimentation areas is to prevent further sediment transport downstream, and to concentrate maintenance efforts along the corridor. Low flows will be captured by multiple riser outlet towers. Flood flows will overtop a concrete wall weir.

The Proposed Project would reduce the intensity of the current flooding in the area. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

d) *In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*

Less Than Significant Impact. The Project Site is not located within a tsunami hazard area.¹³ As stated previously, the Project Site is located within a FEMA 100-year floodplain. The Proposed Project includes road and drainage improvements that are intended to mitigate the current flooding in the area. The Proposed Project SWPPP would include BMPs to prevent project-related pollutants from impacting surface waters.

No impacts are identified or are anticipated, and no mitigation measures are required.

Mitigation Measures:

None

Hydrology and Water Quality Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

11. LAND USE AND PLANNING

¹³ California Department of Conservation. Tsunami Hazard Area Map. Accessed March 14, 2024.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Environmental Setting

The Project Site is located in Big Bear City in the Mountain Region of the County. The Blue Water Channel is to the south of the Big Bear Airport. The channel follows the southern edge of the airport until it turns south at the Bluewater Drive right-of-way. Within the Proposed Project limits, the existing land uses include low-density residential. Pavement rehabilitation will occur on Pine View Drive, and the portion of Pine View Drive from Aeroplane Boulevard to Country Club Boulevard will be repaved.

Impact Analysis

a) *Physically divide an established community?*

No Impact. Rehabilitation would occur on existing roads. The channel bottom would be widened, and side slopes will be concreted. The channel bottom will remain earthen and also be amended to serve as a water quality swale. These proposed improvements would not divide an established community. Construction activities would be short-term and temporary. No impacts are identified or anticipated, and no mitigation measures are required.

b) *Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact. As demonstrated in this Initial Study, the Proposed Project would not result in any significant environmental impacts. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None

Land Use and Planning Impact Conclusions:

No impacts are identified or anticipated, and no mitigation measures are required.

12. MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
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Environmental Setting

The Project Site is located in Big Bear City in the Mountain Region of the County. Approximately 13 percent of the Mountain Region is designated Mineral Resource Zone (MRZ) 2 or MRZ-3; the designated areas are mostly north, east, and southeast of Big Bear Lake.¹⁴ MRZ-2a are areas underlain by mineral deposits where geologic data show that significant measured or indicated resources are present. MRZ-2b are areas underlain by mineral deposits where geologic information indicates that significant inferred resources are present. MRZ-3a areas contain known mineral deposits that may qualify as mineral resources. MRZ-3 areas contain inferred mineral deposits that may qualify as mineral resources.

Impact Analysis

- a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b) *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

No Impact. The Project Site is not located within a Mineral Resource zone (MRZ).¹⁵ Furthermore, the Project Site is located in a low-density residential area with the channel improvements proposed just south of Big Bear City Airport. The surrounding land uses and linear nature of the Proposed Project would not make mineral resource extraction compatible for the proposed areas of disturbance. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None

Mineral Resources Impact Conclusions:

No impacts are identified or anticipated, and no mitigation measures are required.

13. NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	

¹⁴ Placeworks. Draft Environmental Impact Report – San Bernardino Countywide Plan. June 2019.

¹⁵ San Bernardino Countywide Plan Policy Map: NR-2 “Mineral Resources Zones.” Accessed March 14, 2024.

b) Generation of excessive groundborne vibration of groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	

Environmental Setting

The Project Site is located adjacent to the Big Bear City airport. It bisects Highway 18, which has an existing noise contour ranging from 60 community noise equivalent level (CNEL) to 70 CNEL.¹⁶

Impact Analysis

- a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less Than Significant Impact. The Project Site is located in a primarily residential area, adjacent to the Big Bear City airport. The construction schedule is estimated to be approximately 8 months and is anticipated to occur from January 2025 to July 2025. Construction noise is regulated within Section 83.01.080(g)(3) of the San Bernardino County Development Code. Accordingly, the Proposed Project would result in a significant impact if Proposed Project construction occurs outside the hours of 7:00 AM and 7:00 PM, or on Sundays or Federal holidays. The Proposed Project construction will not occur outside of the hours outlined as “exempt” in County Development Code Section 83.01.080(g)(3); therefore, the Proposed Project would not exceed County-established standards relating to construction noise. Furthermore, because of its proximity to the Big Bear Airport, which is a major source of noise in the area, the Proposed Project is not anticipated to significantly increase ambient noise. Post-construction activities include occasional maintenance of roads and the channel. Noise generated by these activities would be nominal. Therefore, no significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

- b) *Generation of excessive groundborne vibration of groundborne noise levels?*

Less Than Significant Impact. Section 83.01.090(a) of the San Bernardino County Development Code prohibits the creation of ground vibration that can be felt without the aid of instruments at or beyond the lot-line, nor shall any vibration be allowed which produces a particle velocity greater than or equal to two-tenths (0.2) inches per second measured at or beyond the lot-line. Per Section 83.01.090(c), construction and demolition related ground vibration is exempt from this requirement as long as it occurs between 7:00 AM and 7:00 PM, Mondays through Saturdays and not on Sundays or Federal holidays. Construction of the Proposed Project will not occur outside of the hours outlined in Section 83.01.090(c) of the County Development Code. Therefore, no significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

- c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

¹⁶ San Bernardino Countywide Plan Policy Map: HZ-7 & HZ-8 “Existing & Future Noise Contours.” Accessed April 15, 2024.

Less Than Significant Impact. The Proposed Project is located within the Big Bear City Airport safety review area.¹⁷ The Project Site is located within and adjacent to Big Bear City airport. Construction workers would be subject to intermittent noise levels from operations of the Big Bear City Airport. The airport is a public airport and operates 24/7. Mountain Mutual Aid and the Emergency Operations Center for the entire Big Bear Valley are located at the airport and medical evacuations are possible at any time during operations. The airport has established voluntary Noise Abatement Procedures to help pilots avoid noise-sensitive residential areas and schools¹⁸ The Proposed Project does not include any residential uses and would create excessive noise levels during construction with adherence to County Standards. Impacts would be less than significant, and no mitigation measures are required.

Mitigation Measures:

None

Noise Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

14. POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Environmental Setting

The Project Site is located in a low-density residential area just south of Big Bear City Airport.

Impact Analysis

- a) *Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

No Impact. The Proposed Project improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard and a bioswale for the Blue Water Channel at West Fairway Boulevard/Big Bear City Airport. As these public works facilities are intended to serve the existing population and would not increase any service capacity nor result in the creation of new jobs, the Proposed Project would not

¹⁷ San Bernardino Countywide Plan Policy Map: HZ-9 "Airport Safety & Planning Areas." Accessed April 15, 2024.

¹⁸

<https://www.bigbearcityairport.com/faq/#:~:text=As%20a%20public%20airport%2C%20we,and%20departing%20aircraft%2024%2F7.>

induce population growth. No impacts are identified or anticipated, and no mitigation measures are required.

- b) *Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact. The Proposed Project includes improvements to existing public works infrastructure that would serve the community. It would not displace existing people or housing. No impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None

Population and Housing Impact Conclusions:

No impacts are identified or anticipated, and no mitigation measures are required.

15. PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?				X
ii. Police protection?				X
iii. Schools?				X
iv. Recreation/Parks?				X
v. Other public facilities?				X

Environmental Setting

Impact Analysis

- a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection, Police protection, Schools, Recreation/Parks, Other public facilities?*
 - i. *Fire protection?*
 - ii. *Police protection?*

- iii. Schools?
- iv. Recreation/Parks?
- v. Other public facilities?

No Impact. The Proposed Project includes improvements to existing public works infrastructure. The Proposed Project would not result in an increase in the residential or employee population. Construction activities would be short-term and temporary. Therefore, it would not result in the need for additional fire protection, police protection, schools, recreation/parks, and other public facilities. No impacts are identified or are anticipated, and no mitigation measures are required.

Mitigation Measures:

None

Public Services Impact Conclusions:

No significant adverse impacts are identified or anticipated and no mitigation measures are required.

16. RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Environmental Setting

The Project Site is located in the San Bernardino National Forest. The nearest park to the Project Site is the Big Bear City Park located approximately 0.5 mile east.

Impact Analysis

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact. The Proposed Project involves improvements to existing public works infrastructure. It would not result in population growth that would increase the use of existing parks or other recreational facilities. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The Proposed Project involves improvements to existing public works infrastructure. It does not include recreational facilities and would not require the construction or expansion of other recreational facilities. No impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None.

Recreation Impact Conclusions:

No impacts are identified or anticipated, and no mitigation measures are required.

17. TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X	
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
d) Result in inadequate emergency access?			X	

Environmental Setting

The Project Site is located in the unincorporated community of Big Bear City south of the Big Bear City Airport. The improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard and a bioswale for the Blue Water Channel at West Fairway Boulevard/Big Bear City Airport. Regional access to the Project Site is provided by Highway 18.

Impact Analysis

- a) *Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

Less than Significant Impact.

The Transportation and Mobility Element of the Countywide Policy Plan:

- Establishes the location and operational conditions of the roadway network.
- Coordinates the transportation and mobility system with future land use patterns and projected growth.
- Provides guidance for the County’s responsibility to satisfy the local and subregional mobility needs of residents, visitors, and businesses in unincorporated areas.

- Addresses access and connectivity among the various communities, cities, towns, and regions, as well as the range and suitability of mobility options: vehicular, trucking, freight and passenger rail, air, pedestrian, bicycle, and transit.

The following analysis details how the Proposed Project would be consistent with the Countywide Policy Plan Transportation and Mobility Element goals and policies:

Policy TM-4.1 Complete streets network: We maintain a network of complete streets within mobility focus areas that provide for the mobility of all users of all ages and all abilities, while reflecting the local context.

Consistent: The proposed road improvements would occur in a mobility focus area.¹⁹ The proposed pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard would improve mobility in the area.

Policy TM-4.4 Transit access for residents in unincorporated areas: We support and work with local transit agencies to generate a public transportation system, with fixed routes and on-demand service, that provide residents of unincorporated areas with access to jobs, public services, shopping, and entertainment throughout the county.

Consistent: A Mountain Area Regional Transit Authority route runs along Highway 18. The proposed road rehabilitation would occur on a portion of Highway 18, bisecting Pine View Drive. The Proposed Project would facilitate the use of the transit route.

Policy TM-4.7 Regional bicycle network: We work with SBCTA and other local agencies to develop and maintain a regional backbone bicycle network.

Consistent: The SBCTA Bicycle Plan includes Class III lanes along Aeroplane Boulevard. The Proposed Project includes road rehabilitation on the intersection of Pine View Drive and Aeroplane Boulevard. The Proposed Project would facilitate the use of the bicycle route.

The Proposed Project would be consistent with the goals and policies as set forth in the Transportation and Mobility Element of the Countywide Policy Plan. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

b) *Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?*

Less Than Significant Impact. The Proposed Project's vehicle miles travelled (VMT) impact has been assessed in accordance with guidance from the San Bernardino County Transportation Impact Study Guidelines (July 2019) ["TIS Guidelines"] for CEQA. The TIS Guidelines identify screening criteria for certain types of projects that typically reduce VMT and may be presumed to result in a less than significant VMT impact. Projects generating less than 110 daily vehicle trips should not be required to complete a VMT assessment.

The construction activities associated with the Proposed Project would be temporary and would utilize existing public works equipment and staff. Construction of the Proposed Project is estimated to be approximately 8 months and is anticipated to occur during March to November. Construction traffic would be limited to delivery of equipment and material, and associated employee trips during the eight-month period.

Post-construction activities would involve inspection and general maintenance, generating fewer than 110 daily vehicle trips. The Proposed Project is exempt from preparation of a VMT Assessment and

¹⁹ San Bernardino County. Countywide Policy Plan: TM-3 "Focus Areas" web map. Accessed March 18, 2024.

would have a less than significant impact on VMT. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

c) *Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?*

Less than Significant Impact. The PVDBWCP will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard. The Proposed Project would improve existing public works infrastructure and would therefore not increase hazards. Construction of the proposed improvements may lead to hazards, such as temporary road closures or detours. However, construction impacts would be temporary. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

d) *Result in inadequate emergency access?*

Less than Significant Impact. There are no critical facilities located at the Project Site.²⁰ The Proposed Project intersects Highway 18 at Pine View Drive. Highway 18 is identified as an evacuation route.²¹ This portion of Highway 18, as well as the remainder of Pine View Drive, would be partially or completely blocked during road rehabilitation, with detours being provided. Final material staging areas would be determined by the Contractor however, the following areas would likely be impacted:

- Fairway Boulevard between Pine View Drive and Kiener Drive
- The airport / south plane parking stalls
- County parcels that extend the north-south roads to the south of Fairway Boulevard

Road closures would be short-term and temporary. The general area has street blocks that are relatively small, ranging from approximately 200 to 400 feet, and very few cul-de-sacs. Therefore, taking detours can be easily accomplished. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None.

Transportation Impact Conclusions:

No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

18. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the				

²⁰ San Bernardino Countywide Plan, PP-1 Critical Facilities. Accessed March 11, 2024.

²¹ San Bernardino Countywide Plan, PP-2 Evacuation Routes. Accessed March 11, 2024.

size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or		X		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

Environmental Setting

Multiple places considered sacred to local indigenous groups are also present in the County. Tribal cultural resources are more prevalent in the East and North Desert Regions, but the Mountain Region contains both prehistoric and historic resources. Tribal cultural resources are numerous in the Mountain Region, which also has landscape features considered sacred by multiple Native American groups, because this region provided a variety of resources for Native Americans in the summer months.²²

Regulatory Setting

Effective July 1, 2015, AB 52 amended CEQA to require that: 1) a lead agency provide notice to those California Native American tribes that requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the lead agency must consult with the tribe. Topics that may be addressed during consultation include Tribal Cultural Resources (TCRs), the potential significance of project impacts, type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

Pursuant to AB 52, Section 21073 of the Public Resources Code defines California Native American tribes as “a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.” This includes both federally and non-federally recognized tribes. Section 21074(a) of the Public Resource Code defines TCRs for the purpose of CEQA as:

1. Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
 - b. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
 - c. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this

²² Placeworks. Draft Environmental Impact Report – San Bernardino Countywide Plan. June 2019.

paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

Because criteria a. and b. also meet the definition of a historical resource under CEQA, a TCR may also require additional consideration as a historical resource. TCRs may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their tribal cultural resources and heritage, AB 52 requires that CEQA lead agencies provide tribes that requested notification an opportunity to consult at the commencement of the CEQA process to identify TCRs. Furthermore, because a significant effect on a TCR is considered a significant impact on the environment under CEQA, consultation is used to develop appropriate avoidance, impact minimization, and mitigation measures.

Impact Analysis

- a) *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?*

Less than Significant with Mitigation Incorporated. The archaeological study for the PVDBWCP was completed in accordance with San Bernardino County environmental compliance procedures and CEQA significance evaluation criteria. Although the property contains one recorded resource, Site P-36-024562, it has been evaluated as not eligible for the CRHR, and any project related impacts to the road segment/intersection, culvert, and USC&GS Bench Mark are not considered significant. Given that the current ground cover within the Project Site might have masked archaeological deposits, the project is located near multiple natural sources of water, and a number of prehistoric sites were identified in the SCCIC records search, there remains a potential that buried archaeological resources may inadvertently be discovered within the project boundaries. Therefore, to ensure less than significant impacts, the Proposed Project shall implement Mitigation Measure CR-1, as identified in Section 5 on this Initial Study.

- b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?*

Less than Significant with Mitigation Incorporated. AB 52 was approved by Governor Brown on September 25, 2014. AB 52 specifies that CEQA projects with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource may have a significant effect on the environment. As such, the bill requires lead agency consultation with California Native American tribes traditionally and culturally affiliated with the geographic area of a proposed project, if the tribe requested to the lead agency, in writing, to be informed of proposed projects in that geographic area. The legislation further requires that the tribe-requested consultation be completed prior to determining whether a negative declaration, mitigated negative declaration, or environmental impact report is required for a project.

On November 21, 2022, the San Bernardino County mailed notification pursuant to AB 52 to the following tribes, which had previously submitted general consultation request letters pursuant to 21080.3.1(d) of the Public Resources Code:

- San Manuel Band of Mission Indians (SMBMI, now known as The Yuhaaviatam of San Manuel Nation [YSMN])
- Twentynine Palms Band of Mission Indians

Each recipient was provided a brief description of the Proposed Project, a map of its location, the lead agency representative's contact information, and a notification that the tribe has 30 days to request consultation. The 30-day response period concluded on December 21, 2022.

As a result of the initial notification letters, the San Bernardino County received the following responses:

- No response or request to consult was received from the Twentynine Palms Band of Mission Indians
- The YSMN replied that they would like to see the cultural report, Geotech report and project plan set. Those documents were provided on May 1, 2024

Mitigation was subsequently provided by the YSMN and consultation with the County which continued through May 28, 2024. The mitigation measures requested by the tribe(s) and agreed to by the County are required as project Conditions of Approval (COAs). The required mitigation measures are summarized below and are in addition to CR-1 and CR-2.

Mitigation Measure TCR-1:

Due to the heightened cultural sensitivity of the proposed project area, at the discretion of the consulting tribe(s), Tribal monitor(s) authorized to represent YSMN shall be present for all ground-disturbing activities that occur within the proposed project area (which includes, but is not limited to, tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal and installation, drainage and irrigation removal and installation, hardscape installation [benches, signage, boulders, walls, seat walls, fountains, etc.], and archaeological work). At the discretion of the consulting tribes, a sufficient number of Tribal monitors shall be present each workday to ensure that simultaneously occurring ground disturbing activities receive thorough levels of monitoring coverage. All findings will be subject to the protocol detailed within the approved scope of work.

Mitigation Measure TCR-2:

If a pre-contact cultural resource is discovered during project implementation, ground-disturbing activities shall be suspended 60 feet around the resource(s), and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed.

The Project Archaeologist shall develop a research design that shall include a plan to evaluate the resource for significance under CEQA criteria. Representatives from YSMN, the Archaeologist, and the Lead Agency shall confer regarding the research design, as well as any testing efforts needed to delineate the resource boundary. Following the completion of evaluation efforts, all parties shall confer regarding the resource's archaeological significance, its potential as a Tribal Cultural Resource (TCR), and avoidance (or other appropriate treatment) of the discovered resource. Removal of any cultural resource(s) shall be conducted with the presence of a Tribal monitor representing the Tribe, unless otherwise decided by YSMN. All plans for analysis shall be reviewed and approved by the applicant and YSMN prior to implementation, and all removed material shall be temporarily curated on-site.

It is the preference of YSMN that removed cultural material be reburied as close to the original find location as possible. However, should reburial within/near the original find location during

project implementation not be feasible, then a reburial location for future reburial shall be decided upon by YSMN, the landowner, and the Lead Agency, and all finds shall be reburied within this location. Additionally, in this case, reburial shall not occur until all ground-disturbing activities associated with the project have been completed, all monitoring has ceased, all cataloguing and basic recordation of cultural resources have been completed, and a final monitoring report has been issued to Lead Agency, CHRIS, and YSMN. All reburials are subject to a reburial agreement that shall be developed between the landowner and YSMN outlining the determined reburial process/location and shall include measures and provisions to protect the reburial area from any future impacts.

Should it occur that avoidance, preservation in place, and on-site reburial are not an option for treatment, the landowner shall relinquish all ownership and rights to this material and confer with YSMN to identify an American Association of Museums approved Lead Agency to pay for those fees.

All draft records/reports containing the significance and treatment findings and data recovery results shall be prepared by the archaeologist and/or tribal monitor and submitted to the Lead Agency and YSMN for their review and comment. After approval from all parties, the final reports and site/isolate records are to be submitted to the local CHRIS Information Center, the Lead Agency, and YSMN. An (AAM)-accredited facility within the County that can incorporate the materials into their permanent collections shall be located and provide for the proper care of these objects in accordance with the 1993 CA Curation Guidelines. A curation agreement with the appropriate qualified repository shall be developed between the landowner and museum that legally and physically transfers the collections and associated records to the facility. This agreement shall stipulate the payment of fees necessary for permanent curation of the collections and associated records and the obligation of the Project developer/Lead Agency to pay for those fees.

Mitigation Measure TCR-3 Inadvertent Discoveries of Human Remains”

If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Tribal Cultural Resources Impact Conclusions:

Implementation of Mitigation Measures TCR-1 to TCR-3 would ensure that potential impacts to tribal cultural resources are reduced to the extent feasible.

19. UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications			X	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
facilities, the construction or relocation of which could cause significant environmental effects?				
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

Environmental Setting

The Project Site is located in a developed area with primarily residential uses.

Impact Analysis

- a) *Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

Less than Significant Impact. The PVDBWCP will increase the hydraulic capacity of the Blue Water channel on the south side of Big Bear City Airport from Division Drive to Valley Boulevard. The channel bottom will be widened, and side slopes will be concreted. The channel bottom will remain earthen and will also be amended to serve as a water quality swale. The Proposed Project would not require wastewater treatment, water supplies, electric power, natural gas, or telecommunication services. As demonstrated in this Initial Study, the construction of the proposed drainage improvements or roadway pavement rehabilitation would not have significant environmental effects. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

- b) *Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*

Less than Significant Impact. Water may be required during construction of the Proposed Project to control dust. However, this demand would be temporary and negligible. Post-construction use of the Proposed Project would not require water. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

- c) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

No Impact. The Proposed Project would not generate wastewater or require service by a wastewater treatment provider. No impacts are identified or anticipated, and no mitigation measures are required.

- d) *Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- e) *Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

Less than Significant Impact. Solid waste may be generated during construction of the Proposed Project. Proposed Project improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard and a bioswale for the Blue Water Channel at West Fairway Boulevard/Big Bear City Airport. Pavement removed would be transported to the nearest asphalt recycling facilities, such as Pavement Recycling Systems, Inc. or Inland Regional Material, and recycled as road base. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures

None.

Utilities and Service Systems Impact Conclusions

No significant adverse impacts are identified, or anticipated, and no mitigation measures are required.

20. WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project?				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

Environmental Setting

The Project Site is located in the Mountain Region of the County in an area classified as very high, high, and moderate fire hazard severity zone.²³

²³ San Bernardino Countywide Plan, HZ-5 Fire Hazard Severity Zones. Accessed March 11, 2024.

Impact Analysis

- a) *Substantially impair an adopted emergency response plan or emergency evacuation plan?*

Less than Significant Impact. There are no critical facilities located at the Project Site.²⁴ The Proposed Project intersects Highway 18 at Pine View Drive. Highway 18 is identified as an evacuation route.²⁵ This portion of Highway 18, as well as the remainder of Pine View Drive, would be partially or completely blocked during road rehabilitation with detours provided. Final material staging areas would be determined by the Contractor however, the following areas would likely be impacted:

- Fairway Boulevard between Pine View Drive and Kiener Drive
- The airport / south plane parking stalls
- County parcels that extend the north-south roads to the south of Fairway Boulevard

Detours would be provided for any road closures that would be short-term and temporary. The general area has street blocks that are relatively small, ranging from approximately 200 to 400 feet, and only a few cul-de-sacs. Therefore, taking detours can be easily accomplished. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

- b) *Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

No Impact. The PVDBWCP is located in lands classified as very high, high, and moderate fire hazard severity zone.²⁶ The proposed improvements will include pavement rehabilitation along Pine View Drive to Sugarloaf Boulevard and a bioswale for the Blue Water Channel. The Proposed Project does not include features that would exacerbate the risks of wildfire. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- c) *Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

No Impact. The Proposed Project will increase the hydraulic capacity of the Blue Water channel on the south side of Big Bear City Airport from Division Drive to Valley Boulevard. The channel bottom will be widened, and side slopes will be concreted. The channel bottom will remain earthen and also be amended to serve as a water quality bioswale. Pavement rehabilitation will occur on Pine View Drive, and the portion of Pine View Drive from Aeroplane Boulevard to Country Club Boulevard will be paved (previously paved but deteriorated down to dirt/gravel). These improvements to existing public works infrastructure would not exacerbate fire risk. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

- d) *Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

No Impact. The PVDBWCP is located in lands classified as very high, high, and moderate fire hazard severity zone.²⁷ As concluded in Section 7, the Project Site is not located within an area identified as having a potential for seismic slope instability, have any known landslides near, or in the path of any known

²⁴ San Bernardino Countywide Plan, PP-1 Critical Facilities. Accessed March 11, 2024.

²⁵ San Bernardino Countywide Plan, PP-2 Evacuation Routes. Accessed March 11, 2024.

²⁶ San Bernardino Countywide Plan, HZ-5 Fire Hazard Severity Zones. Accessed March 11, 2024.

²⁷ San Bernardino Countywide Plan, HZ-5 Fire Hazard Severity Zones. Accessed March 11, 2024.

or potential landslides. The Project Site is located within a FEMA 100-year floodplain. The Proposed Project includes road and drainage improvements that are intended to reduce the intensity of flooding in the area. Furthermore, the Proposed Project does not include structures; it would not expose people to flooding or landslides. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures:

None required.

Wildfire Impact Conclusions:

No impacts are identified or anticipated, and no mitigation measures are required.

21. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

a) *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

Less Than Significant with Mitigation Incorporated. As concluded in the BRA, no state and/or federally listed threatened or endangered species are documented/or expected to occur within the Project Site. Additionally, no plant species with the California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site. No other sensitive species were observed within the Project area or buffer area. Since there is some habitat within the immediate surrounding area that is suitable for nesting birds in general, Mitigation Measure BIO-1 shall be implemented.

The archaeological records search identified 28 previously recorded resources (9 prehistoric and 19 historic) recorded within a one-half-mile radius of the project. Of the previously recorded resources,

one (Site P-36-024562) intersects the Project Site. Despite Site P-36-024562 containing elements that surpass the 50-year age threshold, the resource is evaluated as not eligible for the CRHR and therefore, does not meet the requirements to be defined as a historical resource under CEQA. The survey did not result in the identification of any new historic or prehistoric cultural resources within the Project Site. There remains a potential that buried archaeological resources may inadvertently be discovered within the project boundaries. As such, implementation of the Proposed Project could potentially uncover cultural resources. Therefore, to ensure less than significant impacts, the Proposed Project shall implement Mitigation Measures CR-1 and CR-2.

On November 21, 2022, the San Bernardino County mailed notification pursuant to AB 52 to YSMN and Twentynine Palms Band of Mission Indians. The YSMN replied that they would like to see the cultural report, Geotech report and project plan set. Those documents were provided on May 1, 2024. Mitigation was subsequently provided by the YSMN and consultation with the County which continued through May 28, 2024. Mitigation Measures TCR-1 to TCR-3 are required as project COAs and are in addition to CR-1 and CR-2.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

Less Than Significant Impact. Cumulative impacts are defined as two or more individual effects that, when considered together, are considerable or that compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment that results from the incremental impact of the development when added to the impacts of other closely related past, present, and reasonably foreseeable or probable future developments. Cumulative impacts can result from individually minor, but collectively significant, developments taking place over a period. The CEQA Guidelines, Section 15130 (a) and (b), states:

- (a) Cumulative impacts shall be discussed when the project’s incremental effect is cumulatively considerable.
- (b) The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided of the effects attributable to the project. The discussion should be guided by the standards of practicality and reasonableness.

Air Quality

Cumulative projects include local development as well as general growth within the Project Site. However, as with most development, the greatest source of emissions is from mobile sources, which travel well out of the local area. Therefore, from an air quality standpoint, the cumulative analysis would extend beyond any local projects and when wind patterns are considered, would cover an even larger area. Accordingly, the cumulative analysis for the Proposed Project’s air quality must be generic by nature.

In accordance with the SCAQMD methodology, emissions that exceed the regional significance thresholds would cumulatively contribute to the nonattainment designations of the SCAB. Development of the Proposed Project will be conditioned to comply with current SCAQMD rules and regulations to minimize impacts to air quality as discussed. The Proposed Project does not exceed applicable SCAQMD regional thresholds. The Proposed Project would not violate any air quality standard or contribute

substantially to an existing or projected air quality violation. Therefore, cumulative impacts are anticipated to be less than significant.

Greenhouse Gas

Although the Proposed Project is expected to emit GHGs, the emission of GHGs by a single project into the atmosphere is not itself necessarily an adverse environmental effect. Rather, it is the increased accumulation of GHG from more than one project and many sources in the atmosphere that may result in global climate change. Therefore, in the case of global climate change, the proximity of the Proposed Project to other GHG emission generating activities is not directly relevant to the determination of a cumulative impact because climate change is a global condition. GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective. A project's GHG emissions typically would be very small in comparison to state or global GHG emissions and, consequently, they would, in isolation, have no significant direct impact on climate change. Currently, the County GHG Reduction Plan's initial screening procedure is to determine if a project will emit 3,000 metric tons of carbon dioxide equivalents (MTCO_{2e}) per year or more. Projects that do not exceed this threshold require no further climate change analysis. Therefore, consistent with CEQA Guidelines Section 15064h(3),10, the County, as lead agency, has determined that the project's contribution to cumulative GHG emissions and global climate change would be less than significant if the project is consistent with the applicable regulatory plans and policies to reduce GHG emissions. As discussed previously, the Proposed Project's total net operational GHG emissions do not exceed the County's screening threshold of 3,000 MTCO_{2e} per year, and is consistent with the goals and objectives of the County's GHG Reduction Plan. Therefore, the Proposed Project's incremental contribution to GHG emissions and their effects on climate change would not be cumulatively considerable.

This Initial Study did not identify any impacts that would require mitigation. Therefore, implementation of the Proposed Project would not result in any cumulative impacts. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less Than Significant Impact. The closest surface trace of a Holocene-active fault to the site is the Western section of the North Frontal Thrust System, located approximately 6.3 miles to the north. Other nearby active faults are the Eastern section of the North Frontal Thrust System, Silver Reef Fault, the San Andreas Fault Zone, and the Pinto Mountain Fault Zone located approximately 7.1 miles northeast, 9.9 miles northeast, 13.7 miles southwest, and 16.2 miles southeast of the site, respectively. The effects of ground shaking can be minimized if the proposed improvements are designed and constructed in conformance with current engineering practices. The site is located within an area susceptible to liquefaction. The Proposed Project would incorporate the recommendations listed in the final Geotechnical Investigation report, thereby reducing potential impacts related to liquefaction to a less-than-significant level. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

SECTION 5 – SUMMARY OF MITIGATION MEASURES

- BIO-1:** Nesting bird nesting season generally extends from February 1 through September 15 in southern California and specifically, March 15 through August 31 for migratory passerine birds. To avoid impacts to nesting birds (common and special status) during the nesting season, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) prior to project-related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity and duration of disturbance. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.
- BIO-2:** Permits from the California Department of Fish and Wildlife, the Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers shall be acquired.
- CR-1:** A cultural resources monitoring program conducted by a County approved archaeologist, with at least 3 years of regional experience, and YSMN approved Native American representative during all project related ground disturbances shall be implemented (which includes, but is not limited to, tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal and installation, drainage and irrigation removal and installation, hardscape installation [benches, signage, boulders, walls, seat walls, fountains, etc.], and archaeological work). However, during project development, the archaeologist and tribal monitor shall have the authority to modify and reduce the monitoring program to either periodic spot-checks or suspension of the monitoring program should the potential for cultural resources appear to be less than anticipated. The scope of the full monitoring program shall be as coordinated between the County and YSMN. A sufficient number of archaeological monitors shall be present each workday to ensure that simultaneously occurring ground disturbing activities receive thorough levels of monitoring coverage.
- CR-2:** If, at any time, evidence of human remains (or suspected human remains) are uncovered, the County Coroner must be contacted immediately and permitted to examine the find in situ. A buffer must be established around the find (minimum of 100 feet) and the consulting archaeologist must also be notified.

If the remains are determined to be of Native American origin, the Coroner will contact the Native American Heritage Commission and the Most Likely Descendant (MLD) will be named. In consultation with the MLD, the County, project proponent, and consulting archaeologist, the disposition of the remains will be determined. Any costs incurred will be the responsibility of the project proponent/property owner.

If the remains are determined to be archaeological, but non-Native American, the consulting archaeologist will oversee the removal, analysis, and disposition of the

remains. Any costs incurred will be the responsibility of the project proponent/property owner.

If the remains are determined to be of forensic value, the County Coroner will arrange for their removal, analysis, and disposition. The Coroner's activities will not involve any costs to the project proponent/property owner.

TCR-1: Tribal Monitoring

Due to the heightened cultural sensitivity of the proposed project area, at the discretion of the consulting tribe(s), Tribal monitor(s) authorized to represent YSMN shall be present for all ground-disturbing activities that occur within the proposed project area (which includes, but is not limited to, tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal and installation, drainage and irrigation removal and installation, hardscape installation [benches, signage, boulders, walls, seat walls, fountains, etc.], and archaeological work). At the discretion of the consulting tribes, a sufficient number of Tribal monitors shall be present each workday to ensure that simultaneously occurring ground disturbing activities receive thorough levels of monitoring coverage. All findings will be subject to the protocol detailed within the approved scope of work.

TCR-2: Treatment of Cultural Resources During Project Implementation

If a pre-contact cultural resource is discovered during project implementation, ground-disturbing activities shall be suspended 60 feet around the resource(s), and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed.

The Project Archaeologist shall develop a research design that shall include a plan to evaluate the resource for significance under CEQA criteria. Representatives from YSMN, the Archaeologist, and the Lead Agency shall confer regarding the research design, as well as any testing efforts needed to delineate the resource boundary. Following the completion of evaluation efforts, all parties shall confer regarding the resource's archaeological significance, its potential as a Tribal Cultural Resource (TCR), and avoidance (or other appropriate treatment) of the discovered resource. Removal of any cultural resource(s) shall be conducted with the presence of a Tribal monitor representing the Tribe, unless otherwise decided by YSMN. All plans for analysis shall be reviewed and approved by the applicant and YSMN prior to implementation, and all removed material shall be temporarily curated on-site.

It is the preference of YSMN that removed cultural material be reburied as close to the original find location as possible. However, should reburial within/near the original find location during project implementation not be feasible, then a reburial location for future reburial shall be decided upon by YSMN, the landowner, and the Lead Agency, and all finds shall be reburied within this location. Additionally, in this case, reburial shall not occur until all ground-disturbing activities associated with the project have been completed, all monitoring has ceased, all cataloguing and basic recordation of cultural resources have been completed, and a final monitoring report has been issued to Lead Agency, CHRIS, and YSMN. All reburials are subject to a reburial agreement that shall be

developed between the landowner and YSMN outlining the determined reburial process/location and shall include measures and provisions to protect the reburial area from any future impacts.

Should it occur that avoidance, preservation in place, and on-site reburial are not an option for treatment, the landowner shall relinquish all ownership and rights to this material and confer with YSMN to identify an American Association of Museums approved Lead Agency to pay for those fees.

All draft records/reports containing the significance and treatment findings and data recovery results shall be prepared by the archaeologist and/or tribal monitor and submitted to the Lead Agency and YSMN for their review and comment. After approval from all parties, the final reports and site/isolate records are to be submitted to the local CHRIS Information Center, the Lead Agency, and YSMN. An (AAM)-accredited facility within the County that can incorporate the materials into their permanent collections shall be located and provide for the proper care of these objects in accordance with the 1993 CA Curation Guidelines. A curation agreement with the appropriate qualified repository shall be developed between the landowner and museum that legally and physically transfers the collections and associated records to the facility. This agreement shall stipulate the payment of fees necessary for permanent curation of the collections and associated records and the obligation of the Project developer/Lead Agency to pay for those fees.

All draft records/reports containing the significance and treatment findings and data recovery results shall be prepared by the archaeologist and/or tribal monitor and submitted to the Lead Agency and YSMN for their review and comment. After approval from all parties, the final reports and site/isolate records are to be submitted to the local CHRIS Information Center, the Lead Agency, and YSMN.

TCR-3: Inadvertent Discoveries of Human Remains

If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

SECTION 6 - REFERENCES

- Albert A. Webb Associates. Crestline Village Water District 2020 Urban Water Management Plan. Adopted June 15, 2021.
- California Department of Conservation, California Important Farmland Finder. Accessed October 10, 2023
- California Department of Conservation. California Tsunami Maps and Data. Accessed March 14, 2024.
- California Department of Toxic Substances and Control. EnviroStor database. Accessed March 8, 2024.
- Office of Planning and Research. Site Check <https://sitecheck.opr.ca.gov/>. Accessed March 4, 2024.
- San Bernardino County Assessor Record County Clerk. Assessor Property Information – Parcels Under Open Space Contract Report 6/30/2023. Accessed March 4, 2024.
- San Bernardino County, Countywide Plan. Adopted July 2020. http://countywideplan.com/wp-content/uploads/2020/08/CWP_PolicyPlan_PubHrngDraft_HardCopy_2020_July.pdf
- Placeworks. San Bernardino County Countywide Plan Draft EIR. Prepared June 2019. http://countywideplan.com/wp-content/uploads/2019/06/Ch_000_TITLE-PAGE.pdf
- San Bernardino County. Countywide Plan web maps. <https://countywideplan.com/resources/maps-tables-figures/>. Accessed periodically.
- San Bernardino County Code -Title 8-Development Code. <http://www.sbcounty.gov/Uploads/lus/DevelopmentCode/DCWebsite.pdf>. Accessed periodically.
- US Fish and Wildlife National Wetlands Inventory. <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>. Accessed July 28, 2023.

Project-Specific Technical Studies

- BFSA Environmental Services. Cultural Resources Study for the Pine View Drive Blue Water Channel Project. December 20, 2023.
- BFSA Environmental Services. Paleontological Assessment for the Pine View Drive Blue Water Channel Project. December 20, 2023.
- Geocon West, Inc. Geotechnical Investigation. Pine View Storm Drain Fairway Boulevard to Sugarloaf Boulevard. April 2023.
- Jennings Environmental, LLC. Biological Resources Assessment and Jurisdictional Delineation for the Proposed Pine View Drive Blue Water Channel. July 2023, Updated January 2024.
- Lilburn Corporation. Pine View Drive Blue Water Channel Construction Emissions. April 11, 2024.
- MNS Engineers, Inc. Bluewater Channel Project Preliminary Hydraulics Report. September 8, 2023.

COUNTY OF SAN BERNARDINO –SPECIAL DISTRICTS DEPARTMENT
ROAD PERMIT SECTION
222 WEST HOSPITALITY LANE, 2ND FLOOR
SAN BERNARDINO, CA. 92415-0450
(909)386-8821

APPLICATION FOR ENCROACHMENT PERMIT

79292

08/05/2024
DATE OF APPLICATION

The undersigned hereby applies for permission to encroach on County Road right-of-way to perform the following work and agrees to do the work in accordance with San Bernardino County rules and regulations and said work is subject to San Bernardino County inspection and approvals. (Applicant will describe here fully what they wish to do, use reverse side or extra sheets if necessary).

San Bernardino County Department of Public Works proposes about 250' mill and overlay, signing and striping, bioswale construction, culvert installation, pipe inlet installation, concrete sidewalk reconstruction, and asphalt concrete driveway reconstruction to San Bernardino County Standards. Work to be performed on Pine View Drive from Country Club Drive to Fairway Boulevard in the unincorporated area of Big Bear. Plans are attached.

(SKETCH AND DESCRIPTION OF WORK TO BE PERFORMED MUST BE ATTACHED)

STREET NAME AND/OR ADDRESS OF WORK Pine View Drive
LOCATION
NEAREST INTERSECTING STREETS Between Country Club Drive and Fairway Boulevard
CITY / COMMUNITY AREA Big Bear Area
CONTACT PERSON & PHONE # Lei Li, (909) 387-1841

Lei Li

NAME OF PERMITTEE (PLEASE PRINT)

Lei Li

AUTHORIZED SIGNATURE OF APPLICANT

825 East Third Street

MAILING ADDRESS

San Bernardino CA 92415

CITY STATE ZIP CODE

(909) 387-7910

(AREA CODE) PHONE NUMBER

OFFICE USE ONLY	
APP./ISS. FEE	\$
INSPECTION FEE	
VIOLATION FEE	
TOTAL FEE	\$
CASH DEPOSIT	NO FEE

PERMIT GRANTED 8/6/2024 SDD C.MARTINEZ

*Standard and Special Drawings
(Green Pages)*

inserted here

List of Standard and Special Drawings (Green Pages)

San Bernardino County Standard Plates

- 303, 303A, 303B
- 305B

San Bernardino County Flood Control District Standard Plats

- 192E
- 200, 200A

Caltrans Standard Plans (2023)

- A24D, A24G
- A62D, A62F
- A73B
- A87B
- B0-3, B3-1A
- B11-47
- D71
- D75B
- H51
- T9
- T10
- T13

Standard Plans for Public Works Construction

- 600-3

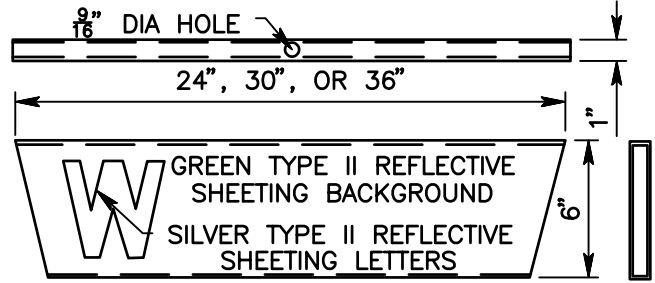
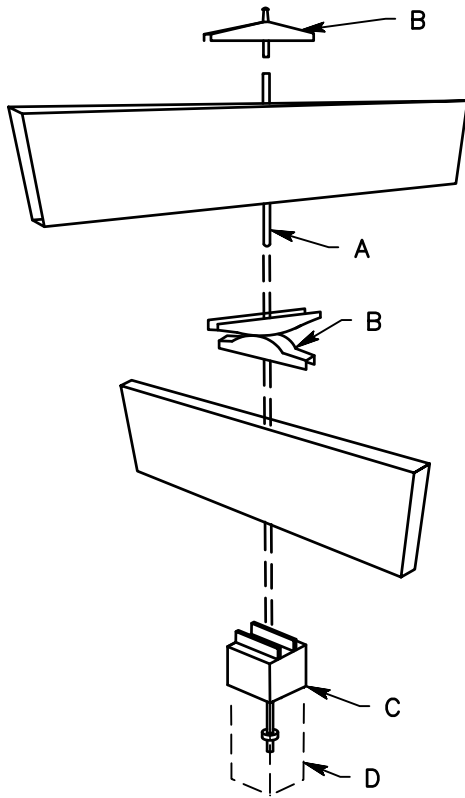
California Manual on Uniform Traffic Control Devices (2014, latest edition)

- Figure 2A-2 (CA)

Federal Aviation Administration: Advisory Circular 150/5370-10

- F-163

DIA = DIAMETER
 FHWA = FEDERAL HIGHWAY
 ADMINISTRATION



ASSEMBLY

- A $\frac{5}{8}$ " x 15" CADMIUM PLATED CARRIAGE BOLT.
- B ORNAMENTAL TOP SHALL BE 14 GAGE ANODIZED ALUMINUM. CENTER CROSS SADDLE SHALL BE ONE PIECE CAST ANODIZED ALUMINUM.
- C ONE PIECE 2" CAST ANODIZED ALUMINUM POST CAP WITH FOUR $\frac{3}{8}$ " STAINLESS STEEL ALLEN HEAD SET SCREWS.
- D 2" SQUARE STEEL POST 8'-12' LONG INSTALLED WITH A DRIVEN 2 $\frac{1}{2}$ " SQUARE STEEL BREAKAWAY BASE 3' LONG AS PER STANDARD 303B.

DESIGN: EACH FOUR-WAY UNTIL SHALL CONSIST OF TWO DOUBLE FACE SIGNS WITH STREET NAMES MOUNTED AT RIGHT ANGLES WITH CENTER ROD ASSEMBLY.

BRACKET ASSEMBLY: THE POST CAP, ORNAMENT, AND CENTER ROD ASSEMBLY SHALL BE MADE TO MOUNT ON 2" SQUARE GALVANIZED POST. THE CENTER ROD SHALL BE A $\frac{5}{8}$ " CADMIUM PLATED CARRIAGE BOLT. HEAD OF BOLT SHALL FORM TOP OF ORNAMENT. BOLT SHALL EXTEND THROUGH SIGNS AND FASTEN WITH NUT INSIDE OF POST CAP. POST CAP SHALL BE DEEPLY GROOVED TO SECURELY HOLD SIGN FROM TWISTING AND SHALL BE SECURED TO THE PIPE WITH THREE $\frac{3}{8}$ " STAINLESS STEEL ALLEN HEAD SET SCREWS.

MATERIAL: SIGN SHALL BE GREEN ANODIZED ALUMINUM EXTRUSION OF 6063T - 4 ALLOY MATERIAL. ALL ANODIZING SHALL CONFORM WITH ALUMILITE SPECIFICATIONS #215 - R1.

FINISH: SIGN FACES SHALL BE FHWA TYPE II REFLECTIVE SHEETING. THE TRANSPARENT SCREEN PROCESS COLOR SHALL BE AS RECOMMENDED BY THE REFLECTIVE SHEETING MANUFACTURER. APPLICATION OF THE REFLECTIVE SHEETING TO THE SIGN SHALL BE BY METHODS AS APPROVED BY THE REFLECTIVE SHEETING MANUFACTURER.

LETTERING: STREET NAMES SHALL BE 4" HIGH. EACH NAME SHALL BE INDIVIDUALLY LAID OUT TO FIT EITHER THE 24" OR 30" SPACE. THE LETTERS SHALL BE OF THE ROUNDED TYPE STYLE CONFORMING WITH THE STANDARD ALPHABET FOR HIGHWAY SIGNS DESIGNED BY THE U.S. PUBLIC ROADS ADMINISTRATION. LETTERS SHALL BE FHWA TYPE II REFLECTIVE SHEETING.

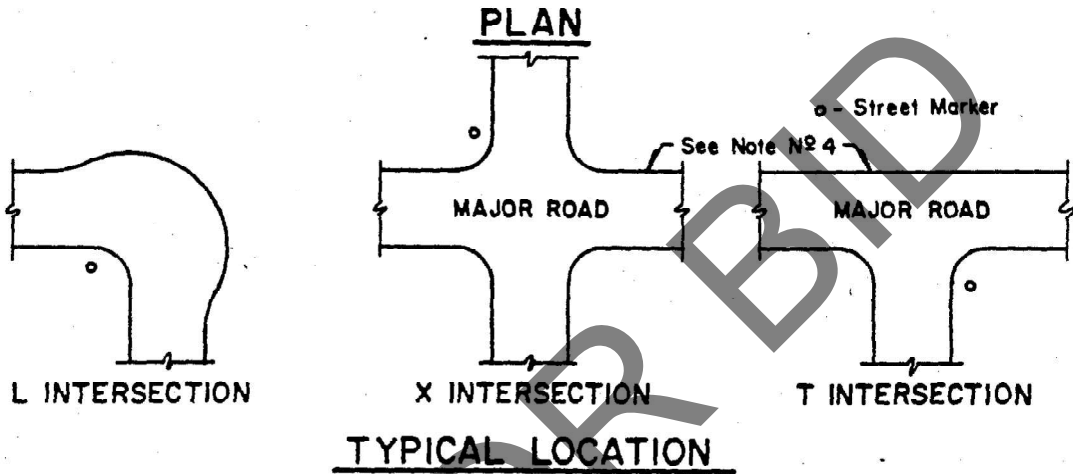
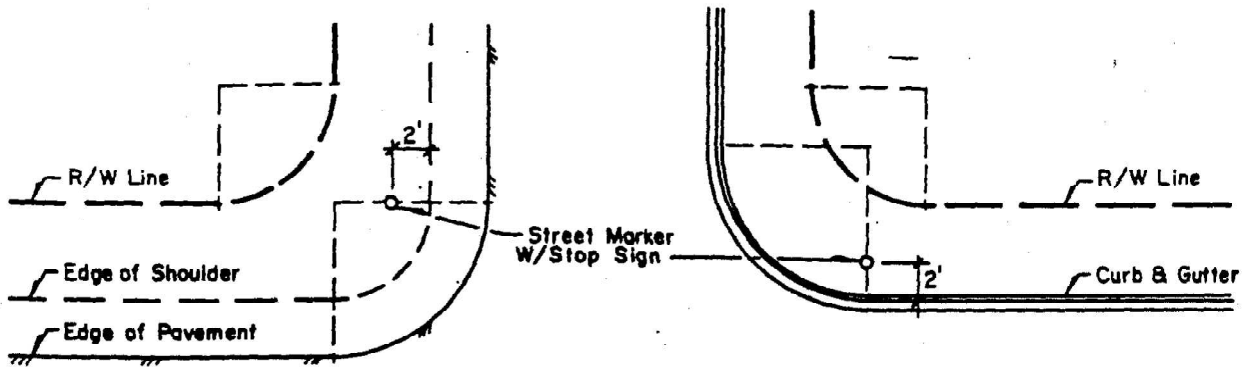


SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

STREET MARKER

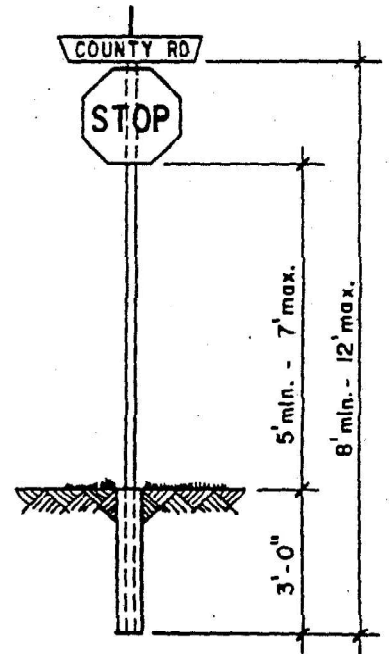
BRENDON P. BIGGS, PE
 DIRECTOR OF PUBLIC
 WORKS/ROAD
 COMMISSIONER

303



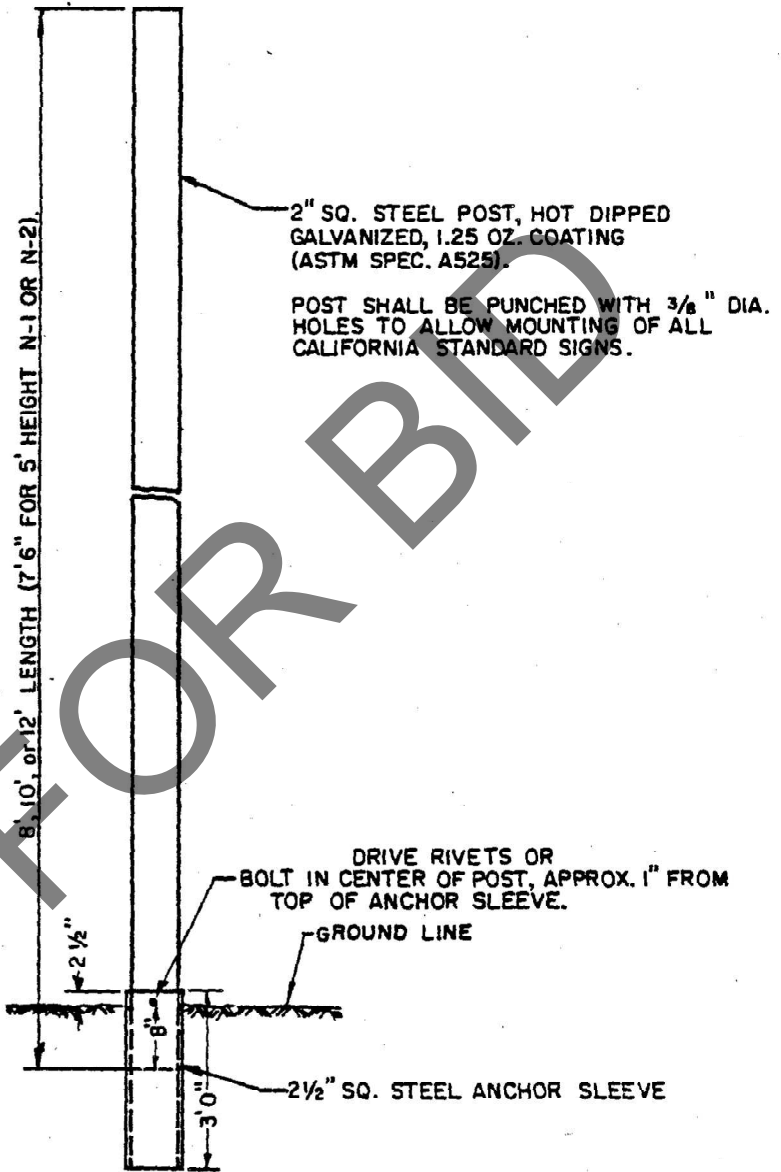
NOTES:

1. Marker To Be Set On County Right Of Way.
2. Location Of Marker Shown Is Approximate.
3. Markers To Be Visible For A Distance Of 150 Feet.
4. If Either Road Is Divided Into 4 Lanes Or More (Major Road), Additional Markers Will Be Required.
5. Street Markers Located At Major Roads Will Be Mounted On 12 Foot Posts To Accommodate A Stop Sign.



ELEVATION

SAN BERNARDINO COUNTY TRANS. DEPT.		STREET MARKER	303a
OCT. 5, 1993 v.h.c. REV. 3/1/94	KEN A. MILLER Director of Transportation		



NOTES:

1. SEE STANDARD NO. 303a FOR MARKER LOCATIONS.
2. POST SHALL BE 2" SQ. STEEL AS SHOWN AND STATED.
3. ANCHOR SLEEVE SHALL BE 2 1/2" SQ. STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPEC. A-123).
4. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY STANDARD 303.

SAN BERNARDINO COUNTY ROAD DEPARTMENT

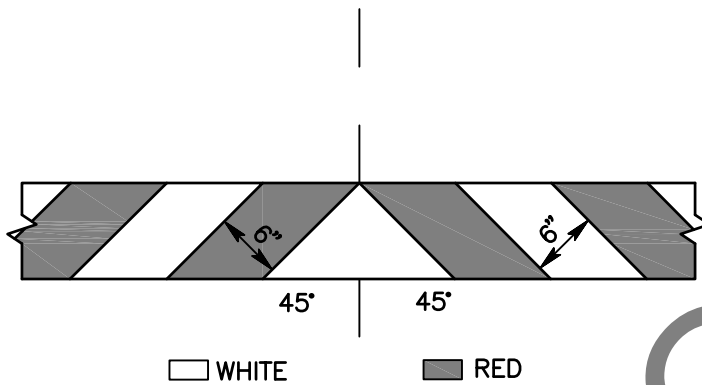
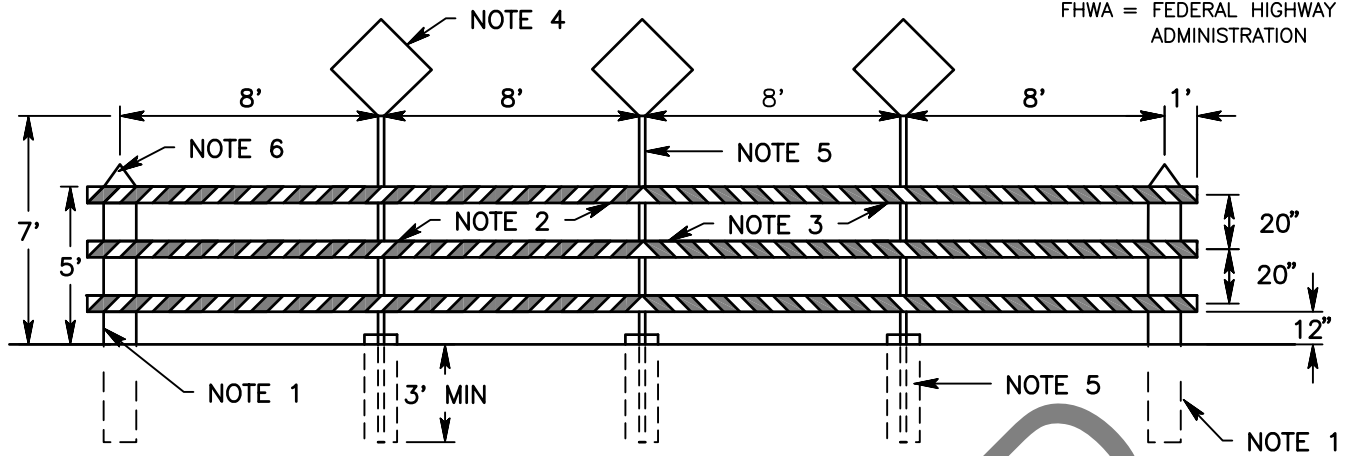
H.G. 1-71
 620.2 10-87

M. A. Nicholas
 COUNTY ENGINEER

STREET MARKER
 POST INSTALLATION

303 b

MIN = MINIMUM
 FHWA = FEDERAL HIGHWAY
 ADMINISTRATION



□ WHITE ■ RED

WIDTH OF ROADWAY	NUMBER OF PANELS	NUMBER OF N-2	TOTAL LENGTH OF RAILS
20' ALLEY	2	1	20' MAX
26'	3	2	26'
36'	4	3	34'
44'	5	3	42'
64'	8	4	66'
80'	10	4	82'

REFLECTIVE TAPE DETAIL

NOTE: RAILS FACING IN TWO DIRECTIONS NUMBER OF REFLECTORIZED RAILS SHOULD BE ON TWO FACES.

NOTES:

1. POST IS TO BE 6"x6"xVARIES, TIMBER S4S.
2. THREE (3) CROSS PANELS TO BE 2"x8"xVARIES, TIMBER S4S.
3. REFLECTIVE TAPE CONSISTS OF REFLECTIVE DIAMOND GRADE SHEETING WITH HIGH TACK PRESSURE SENSITIVE ADHESIVE, WHITE AND RED TAPE WITH 6" WIDTH (SEE DETAIL ABOVE).
4. OBJECT MARKER RED TYPE N-2 SIGN REFLECTOR SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS AND TO FHWA TYPE IIIA OR VISUAL IMPACT PERFORMANCE (VIP) REFLECTIVE SHEETING. USE A MINIMUM OF TWO (2) SIGNS (SIMILAR TO STANDARD 306).
5. 2" SQUARE STEEL POST AND 2 1/2" SQUARE ANCHOR SLEEVE (SEE STANDARD 303B).
6. USE 3/8" DIAMETER x 4 1/2" LONG LAG BOLTS (GALVANIZED) FOR FASTENING ITEM 2 TO ITEM 1 (MINIMUM 4 BOLTS PER CONNECTION).
7. RAILS FACING TRAFFIC TO BE REFLECTORIZED.
8. ALL TIMBER O BE S4S WEATHER RESISTANT.
9. ALL DIMENSIONS ARE NOMINAL LUMBER DIMENSIONS.

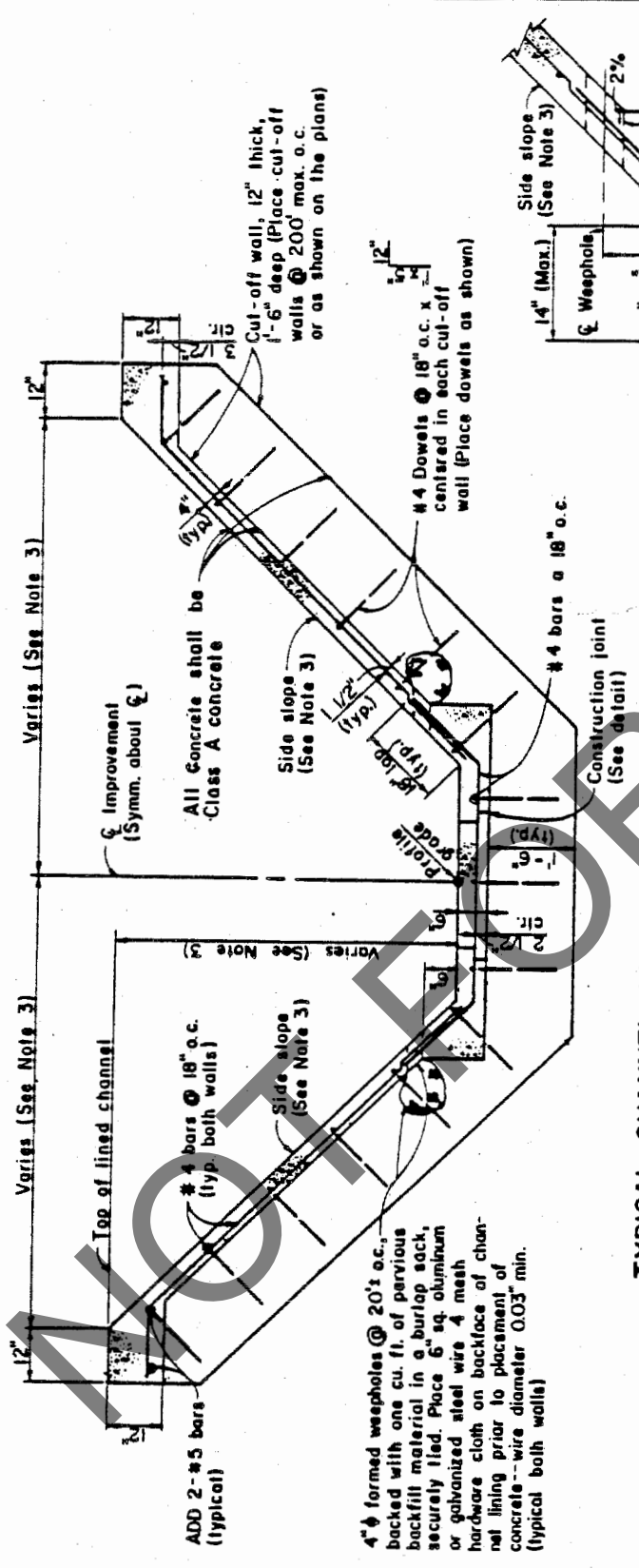


SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

BARRICADE RURAL AREA

BRENDON P. BIGGS, PE
 DIRECTOR OF PUBLIC
 WORKS/ROAD
 COMMISSIONER

305B



TYPICAL CHANNEL LINING DETAIL - CONCRETE PAVED

NO SCALE

5. The interval of weepholes shall be such that a weephole will be located 2' upstream of all cut-off walls and transverse weakened plane joints.

1. In general, all construction materials and construction methods shall conform to the Standard Specifications of the State of California.

2. See Special Provisions for additional data relative to channel lining.
 3. For dimensions and side slopes, see Typical Channel Section on Plan and Profile drawings

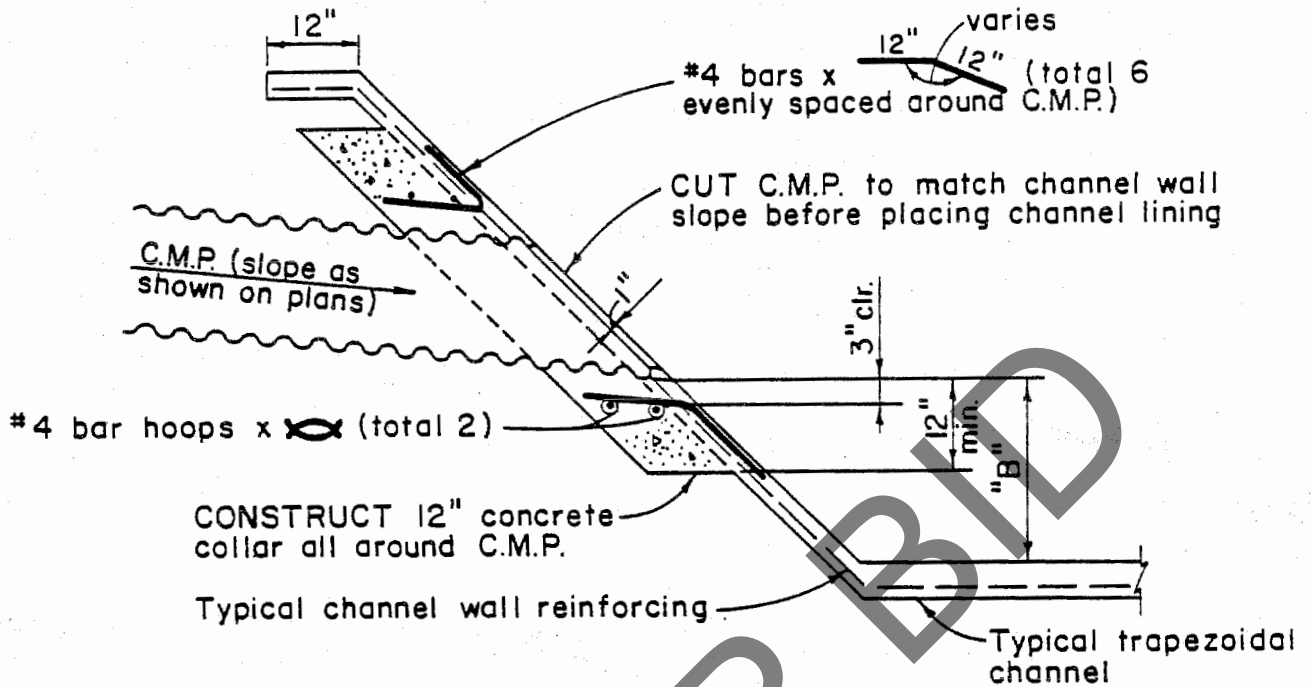
4. Saw cut transverse weakened plane joints in the invert and side walls of the channel at 20' x O.C. The first and last joints shall be placed 20' from each cut-off wall. Joints shall be 1/4" maximum in width and to a depth of within 1/2" of the reinforcement.

6. The reinforcement mat shall be supported in both directions at 4' maximum spacing or as directed by the Engineer.
 7. Slope paved walls shall be placed by machine using traveling or slip form and shall be externally vibrated by use of a traveling vibrating screed or equivalent as approved by the Engineer. Surfaces of the channel lining shall be finished by a light brooming and shall be protected against scarring and damage.

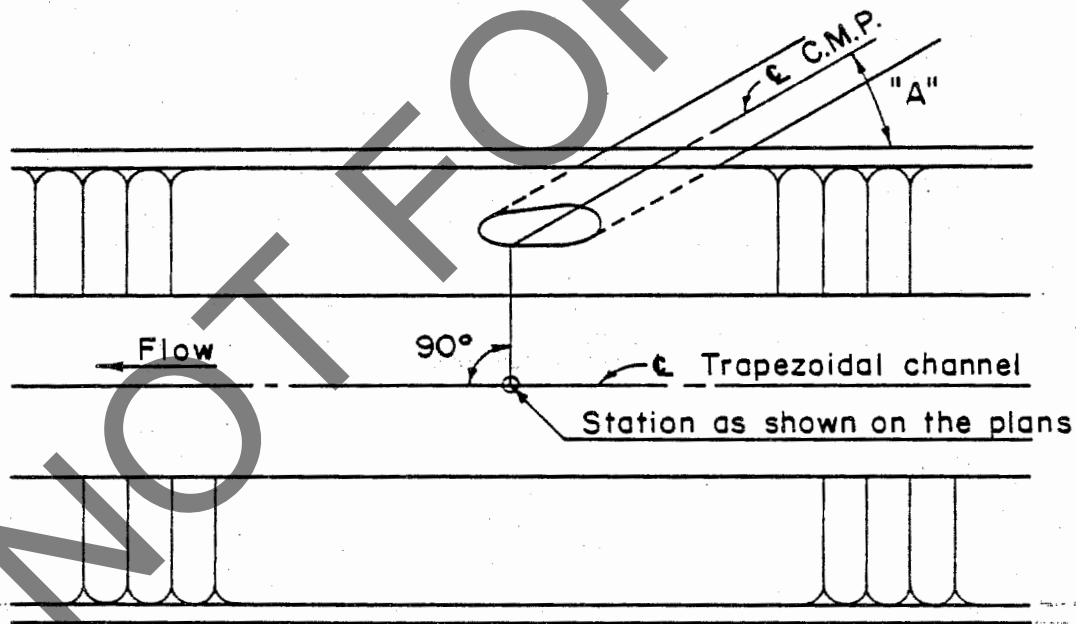
CONSTRUCTION JOINT

NO SCALE

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		DATE	5-27-75
REVISED BY	J.E.S.	FILE NO.	SP. 192 E
REV. NOTES	11-5-75		
Rev. note 4	12-15-75		
Added note 5	6-14-77		
Rev. note 7	3-19-84		



SECTION



PLAN

NOTE: Size and gage of C.M.P., angle "A" and dimension "B" to be as shown on the plans.

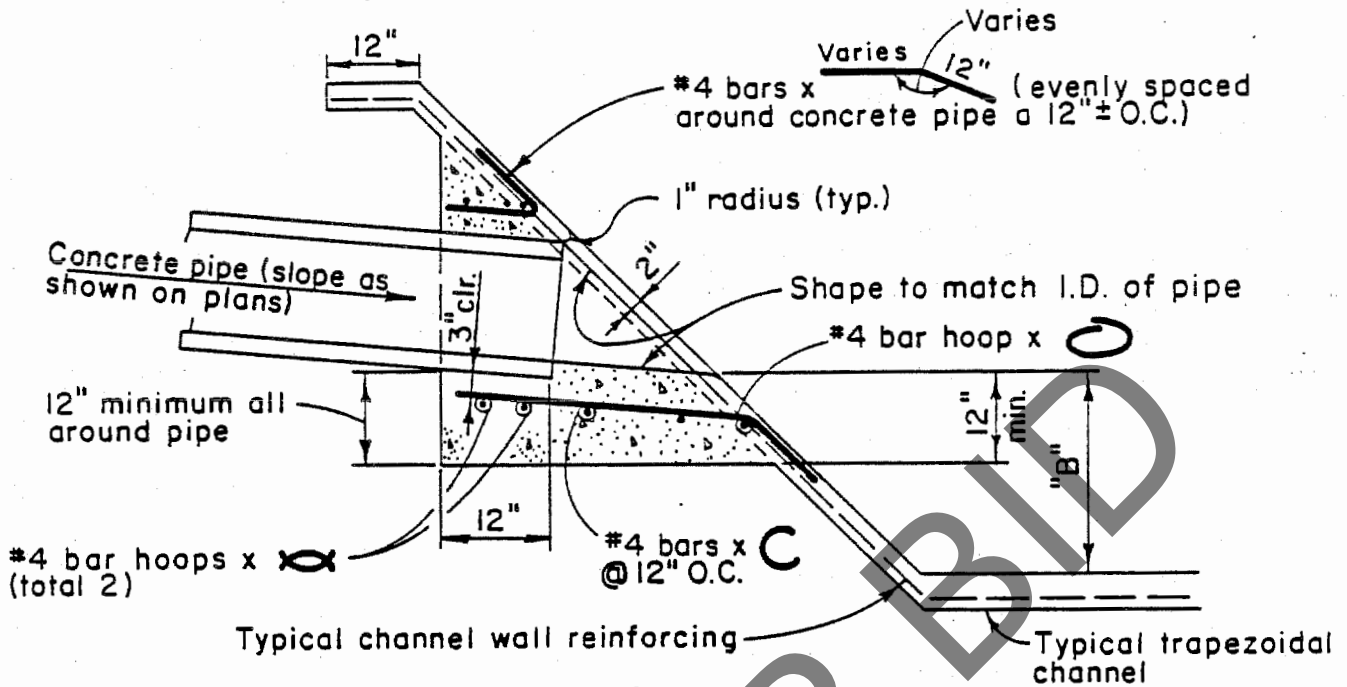
C.M.P. CONNECTION DETAIL

**ABM OR CONCRETE
LINED TRAPEZOIDAL CHANNEL**

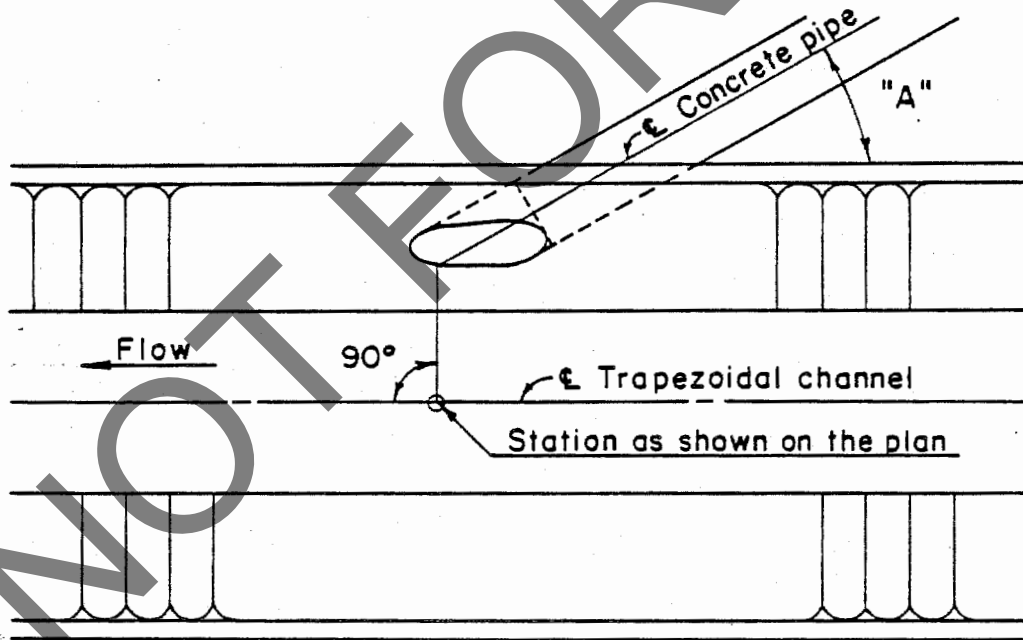
NO SCALE

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

REVISIONS	DWN. BY	DATE
	R.L.H.	4-9-69
	FILE NO.	
	S.P. 200	



SECTION

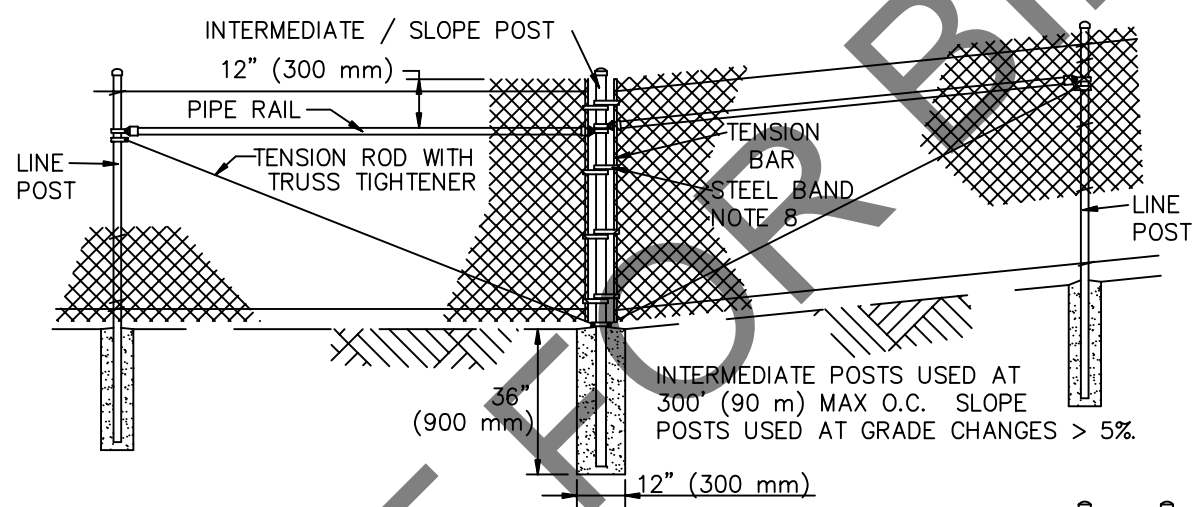
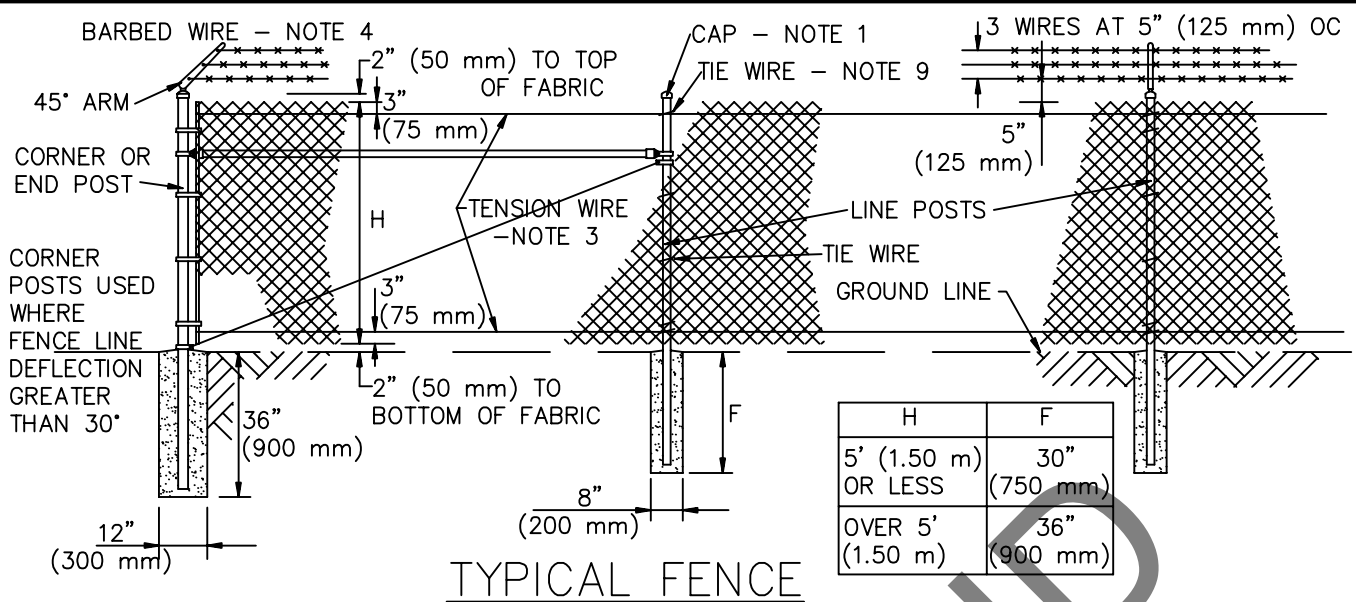


PLAN

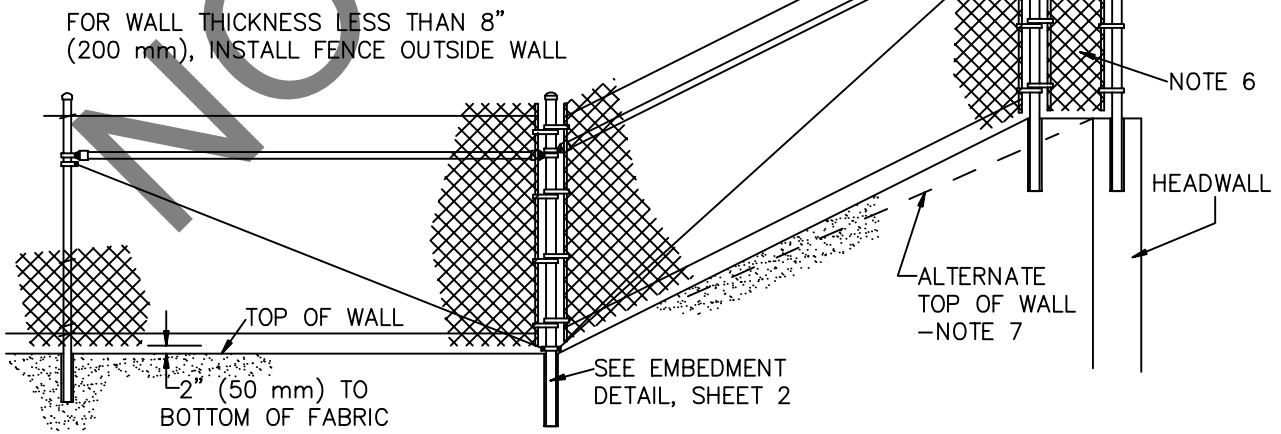
NOTE: Diameter of concrete pipe, angle "A" and dimension "B" to be as shown on the plans.

CONCRETE PIPE CONNECTION DETAIL
ABM OR CONCRETE LINED TRAPEZOIDAL CHANNEL
 NO SCALE

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DWN. BY	DATE
	R.L.H.	5-9-69
FILE NO.		S.P. 200A



INTERMEDIATE / SLOPE POST



CHANNEL WALL AND WINGWALL AT HEADWALL

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

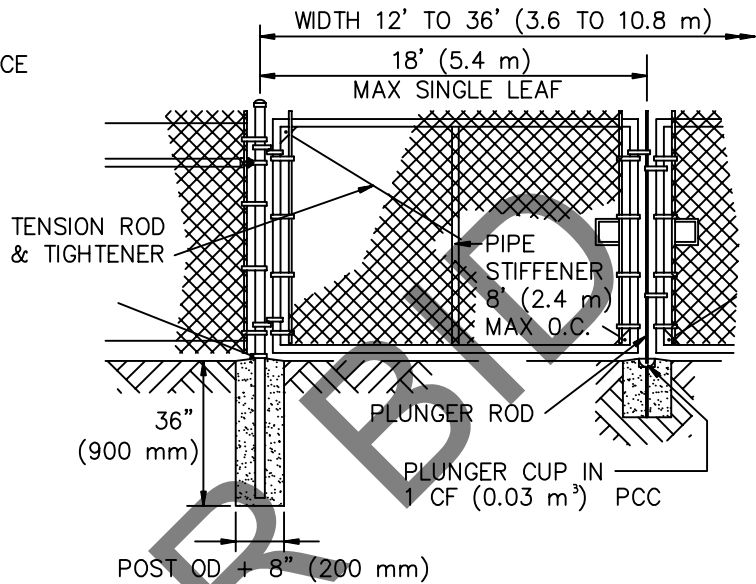
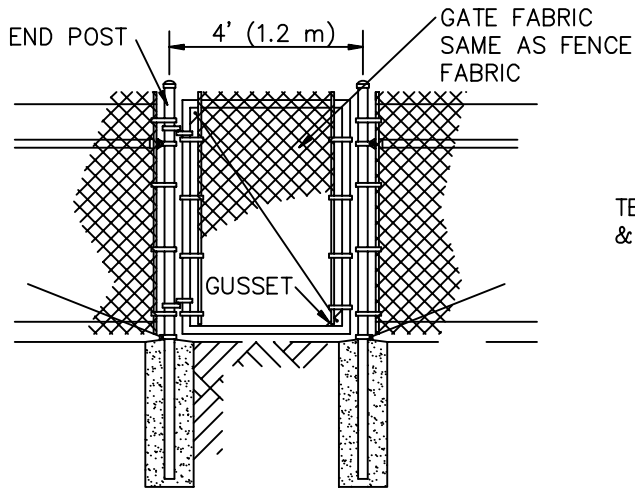
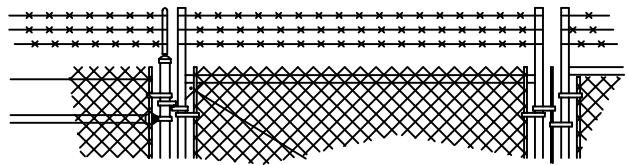
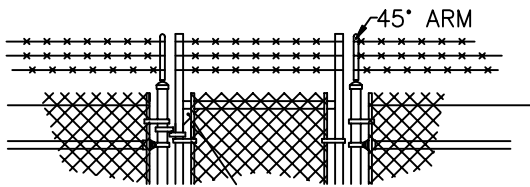
PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2005

CHAIN LINK FENCE AND GATES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

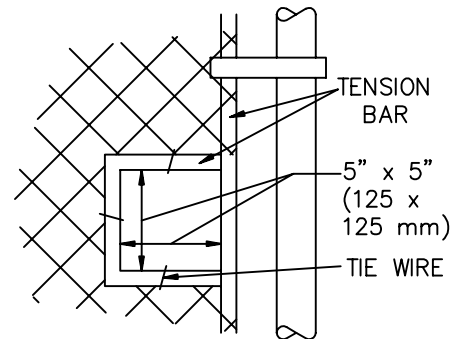
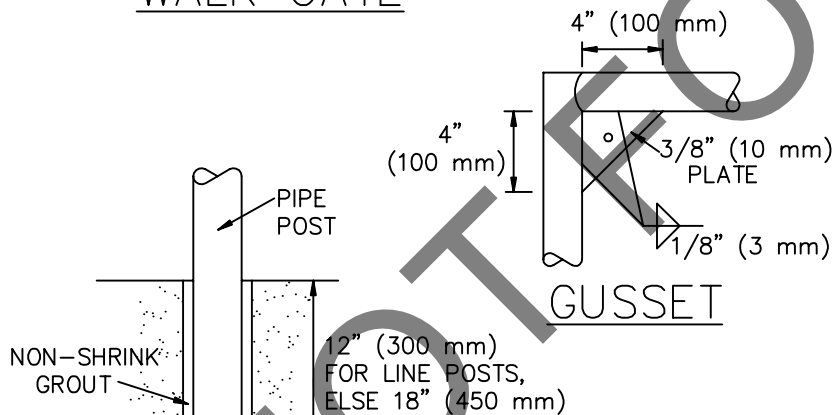
STANDARD PLAN
600-3
 SHEET 1 OF 3

BARBED WIRE - NOTE 4

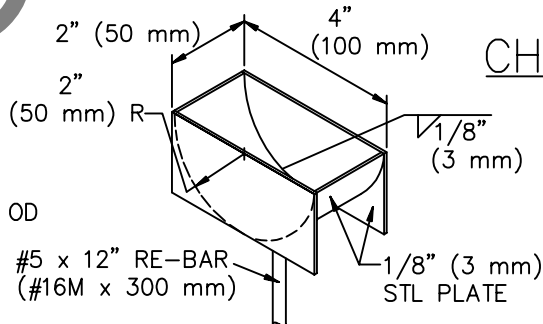
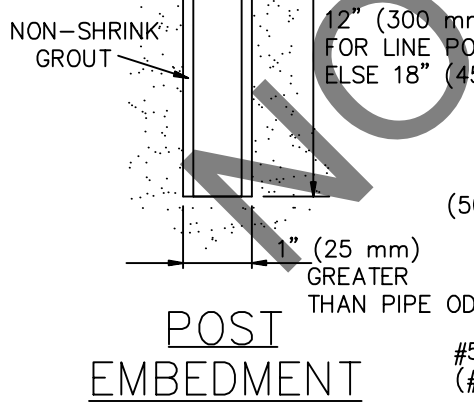


WALK GATE

DRIVE GATE



CHAIN AND LOCK CUT-OUT

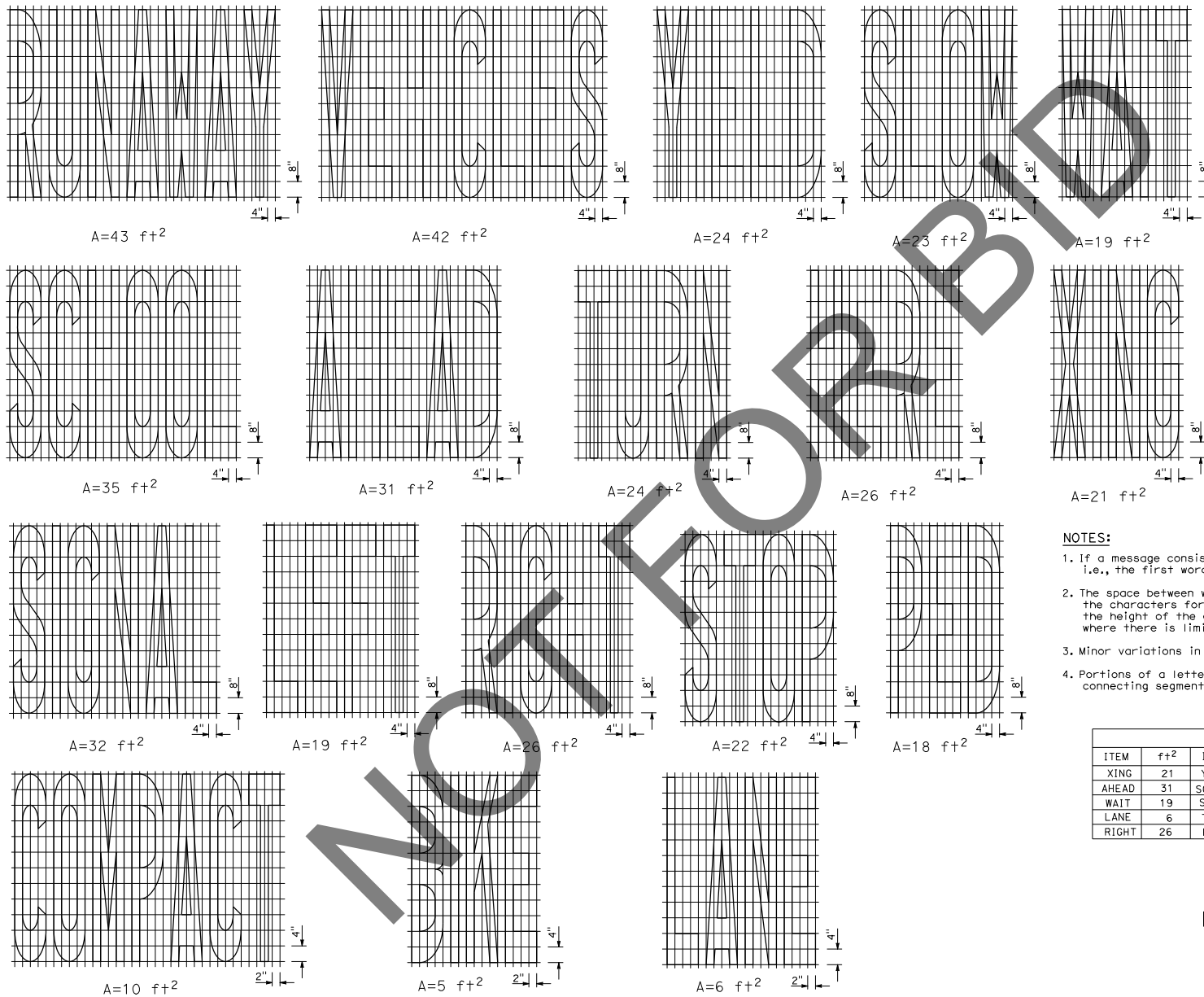


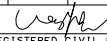

PLUNGER CUP ISOMETRIC

NOTES:

1. SECURE DRIVE-FIT GALVANIZED CAP TO POST WITH 1/4" (6 mm) ROUND-HEAD RIVET.
2. H DENOTES FABRIC WIDTH AND NOMINAL FENCE HEIGHT. H = 5' (1.5 m) UNLESS OTHERWISE NOTED.
3. IF FENCE WITH TOP RAIL IS SPECIFIED, DELETE STEEL TENSION WIRE AT TOP, AND PIPE RAILS AT INTERMEDIATE, SLOPE, END AND CORNER POSTS. EXTEND TENSION ROD TO TOP RAIL.
4. BARBED WIRE SHALL BE USED ONLY WHEN SPECIFIED.
5. POST SPACING IS MAXIMUM 10' (3.0 m).
6. FILL CLEAR OPENINGS GREATER THAN 3" (75 mm) WITH FABRIC. FOR OPENINGS LESS THAN 18" (450 mm), TIE FABRIC TO POSTS.
7. USE ONE POST FOR COMBINED SLOPE AND CORNER POST IF TOP OF CHANNEL WALL IS CONSTRUCTED AS SHOWN FOR "ALTERNATE".
8. STEEL BANDS AT TENSION BARS SHALL BE 1/8" x 1" (3 x 25 mm), MINIMUM, SPACED AT MAXIMUM 16" (400 mm).
9. SECURE TENSION WIRES TO EACH LINE POST WITH TIE WIRES.

NOT FOR BID



D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS
 REGISTERED CIVIL ENGINEER				
May 1, 2023 PLANS APPROVAL DATE				
				
THE STATE OF CALIFORNIA OR ITS OFFICERS OF AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

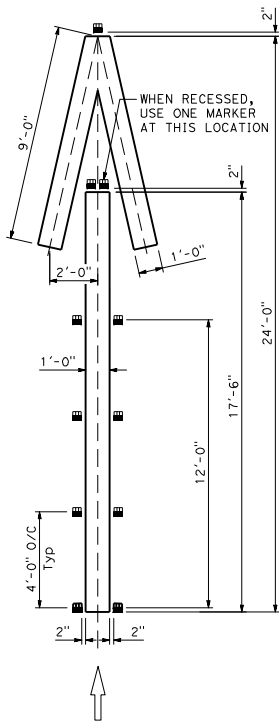
NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS							
ITEM	f+2	ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

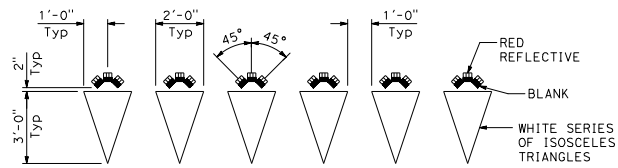
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS WORDS
NO SCALE

A24D

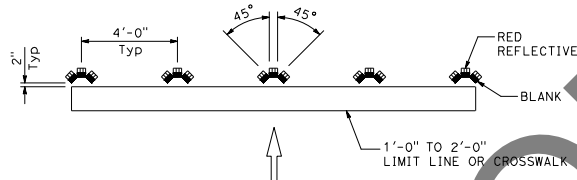


A=33 ft²

TYPE I ARROW AT EXIT RAMP



YIELD LINE AT EXIT RAMP
(Markers are not recessed)



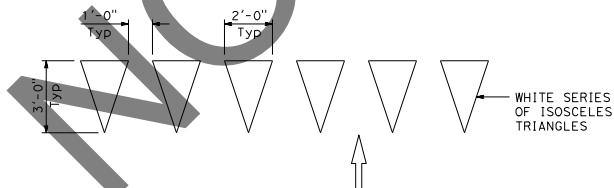
LIMIT LINE (STOP LINE) AT EXIT RAMP
(Markers are not recessed)

NOTE:

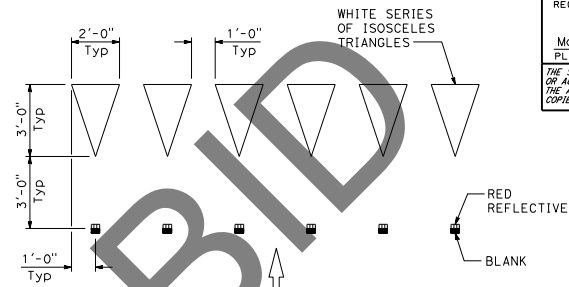
1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



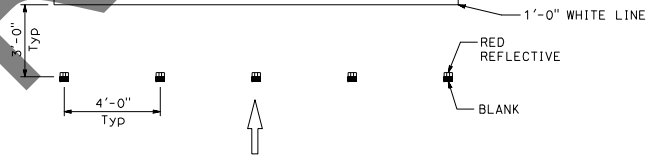
LIMIT LINE (STOP LINE)



YIELD LINE



YIELD LINE AT EXIT RAMP
(Markers are recessed)



LIMIT LINE (STOP LINE) AT EXIT RAMP
(Markers are recessed)

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

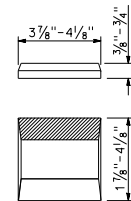
REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

Yue Wang
 No. C82065
 Exp. 3-31-24
 CIVIL ENGINEER PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA

LEGEND:

■ TYPE R ONE-WAY RED RETROREFLECTIVE MARKER

■ RED REFLECTIVE
 ■ BLANK



TYPE R

MARKER DETAILS

■ RETROREFLECTIVE FACE ON BACKSIDE

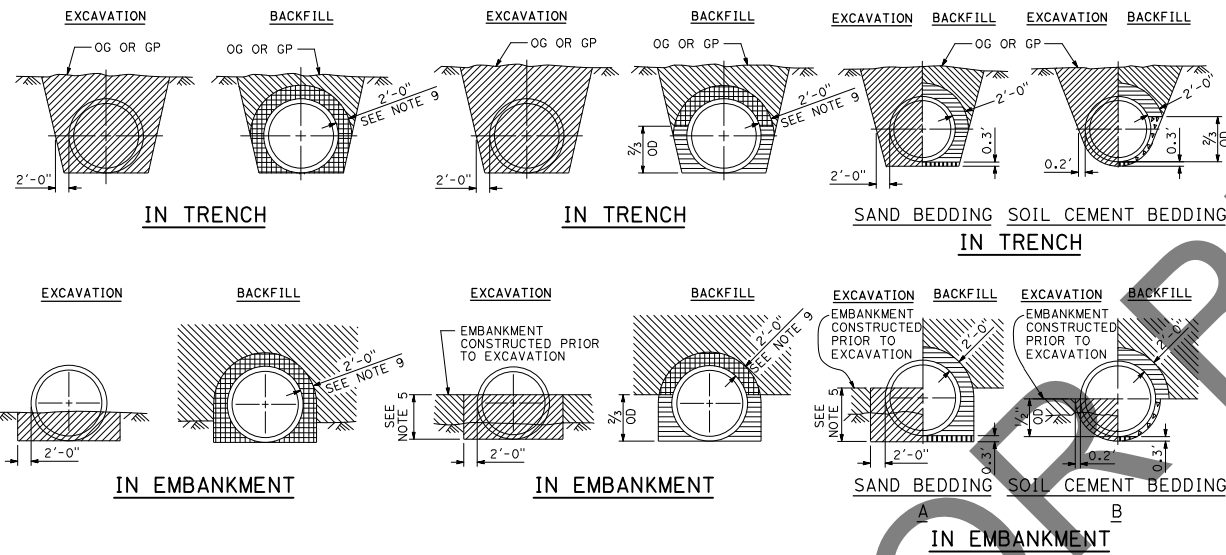
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES
AND WRONG WAY DETAILS

NO SCALE

A24G

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

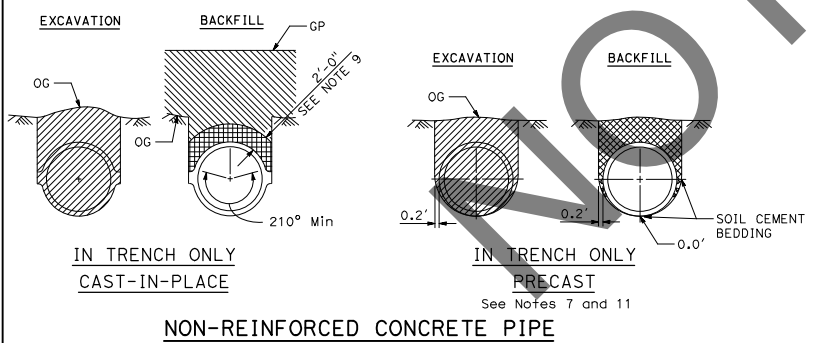


- NOTES:**
- Unless otherwise shown on the plans or specified in the special provisions, the Contractor shall have the option of selecting the class of RCP and the method of backfill to be used, provided the height of the cover does not exceed the value shown for the RCP selected.
 Example:
 2'-0" RCP culvert with maximum cover of 19'-0" the options are:
 a) Class V Special or stronger with Method 1.
 b) Class III or stronger with Method 2.
 c) Class II or stronger with Method 3.
 Cover is defined as the maximum vertical distance from top of pipe to finished grade within the length of any given culvert.
 - The class of RCP, method of backfill and bedding selected shall be the same throughout the length of any given culvert.
 - The "length of any culvert" is defined as the culvert between:
 a) Successive drainage structures (inlets, junction boxes, headwalls, etc.).
 b) A drainage structure and the inlet or outlet end of the culvert.
 c) The inlet and outlet end of the culvert when there are no intervening drainage structures.
 - Slope or shore excavation sides as necessary.
 - Embankment height prior to excavation for installation of all classes of RCP under Methods 2 and 3A shall be as follows:
 Pipe sizes 1'-0" to 3'-6", ID = 2'-6"
 Pipe sizes 4'-0" to 7'-0", ID = 7/8 OD
 Pipe sizes larger than 7'-0", ID = 5'-0"
 - The maximum size for all classes of RCP placed under Method 1 is 6'-6" ID.
 - Non-reinforced precast pipe sizes 1'-0" or smaller may also be placed under Methods 1, 2 or 3.
 - Elliptical shaped RCP shall be placed under Method 2 only.
 - Embankment compaction requirements govern over the 90% relative compaction backfill requirement within 2'-6" of finished grade.
 - Backfill shall be placed full width of excavation except where dimensions are shown for backfill width or thickness. Dimensions shown are minimums.
 - Where the precast non-reinforced concrete pipe is used as a substitute for the cast-in-place pipe, both the wall thickness and the concrete strength shall be at least as great as that specified for the cast-in-place pipe. The fill height allowed shall not exceed that shown for the cast-in-place pipe.

REINFORCED CONCRETE PIPE See Notes 1, 2, 7 and 10

METHOD 1		METHOD 2		METHOD 3	
MINIMUM ALLOWABLE CLASSES OF RCP FOR METHOD 1		MINIMUM ALLOWABLE CLASSES OF RCP FOR METHOD 2		MINIMUM ALLOWABLE CLASSES OF RCP FOR METHOD 3	
COVER	MINIMUM CLASS AND D-LOAD	COVER	MINIMUM CLASS AND D-LOAD	COVER	MINIMUM CLASS AND D-LOAD
5.9'	CLASS II 1000D	15.9'	CLASS II 1000D	25.9'	CLASS II 1000D
6.0' - 7.9'	CLASS III 1350D	16.0' - 19.9'	CLASS III 1350D	26.0' - 31.9'	CLASS III 1350D
8.0' - 9.9'	CLASS III SPECIAL 1700D	20.0' - 24.9'	CLASS III SPECIAL 1700D	32.0' - 37.9'	CLASS III SPECIAL 1700D
10.0' - 11.9'	CLASS IV 2000D	25.0' - 27.9'	CLASS IV 2000D	38.0' - 44.9'	CLASS IV 2000D
12.0' - 13.9'	CLASS IV SPECIAL 2500D	28.0' - 34.9'	CLASS IV SPECIAL 2500D	45.0' - 55.9'	CLASS IV SPECIAL 2500D
14.0' - 16.9'	CLASS V 3000D	35.0' - 41.9'	CLASS V 3000D	56.0' - 67.9'	CLASS V 3000D
17.0' - 20.0'	CLASS V SPECIAL 3600D	42.0' - 50.0'	CLASS V SPECIAL 3600D	68.0' - 80.0'	CLASS V SPECIAL 3600D

SEE NOTES 6 AND 9 SEE NOTES 8 AND 9



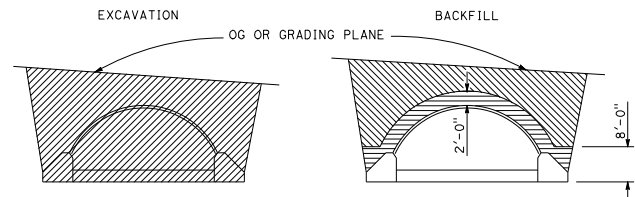
- LEGEND:**
- STRUCTURE EXCAVATION (CULVERT)
 - LOOSE BACKFILL
 - STRUCTURE BACKFILL (CULVERT) 95% RELATIVE COMPACTION
 - SOIL CEMENT BEDDING
 - STRUCTURE BACKFILL (CULVERT) 90% RELATIVE COMPACTION
 - SAND BEDDING
 - ROADWAY EMBANKMENT
- OD = OUTSIDE DIAMETER FOR CIRCULAR PIPES AND MAXIMUM VERTICAL DIMENSION FOR OTHER SHAPES
 ID = INSIDE DIAMETER FOR CIRCULAR PIPES AND MINIMUM VERTICAL DIMENSION FOR OTHER SHAPES

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**EXCAVATION AND BACKFILL
 CONCRETE PIPE CULVERTS**
 NO SCALE

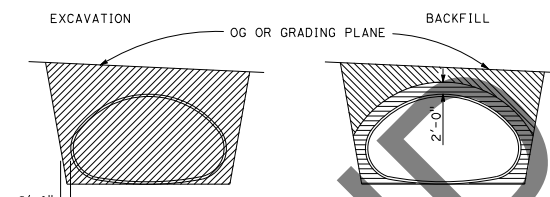
A62D

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

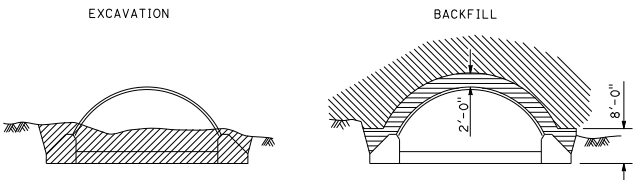
REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
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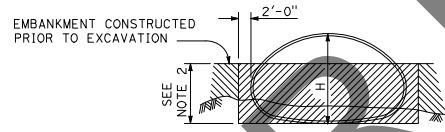
IN TRENCH



IN TRENCH



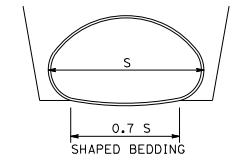
IN EMBANKMENT



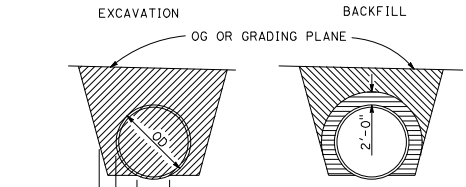
IN EMBANKMENT

STRUCTURAL STEEL PLATE ARCHES

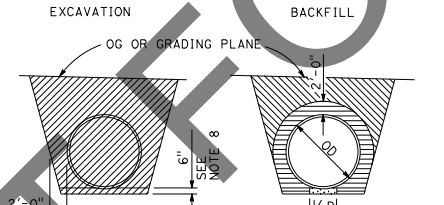
STRUCTURAL STEEL PLATE PIPE ARCHES AND VEHICULAR UNDERCROSSING



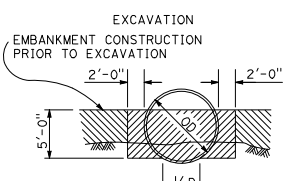
SHAPED BEDDING
S = Larger than 84"



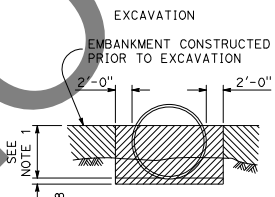
IN TRENCH



IN TRENCH



IN EMBANKMENT



IN EMBANKMENT

PIPES
Larger than 84"

METAL AND PLASTIC PIPES AND CORRUGATED METAL PIPE ARCHES

84" or Smaller

NOTES:

1. PIPES: 30" minimum for diameters up to and including 42" then 2/3 diameter but no more than 60" required. CORRUGATED METAL PIPE ARCHES: 30" maximum.
2. 2/3 H up to 60" maximum.
3. Slope or shore excavation sides as necessary.
4. Backfill shall be placed full width of excavation except as noted.
5. Diagrams do not apply to overside drains.
6. Dimensions shown are minimum.
7. Construction strutting of structural steel plate pipe, arches and vehicular undercrossing to be used when shown on the project plans. When shown, see Standard Plan D88A for strutting requirements.
8. Excavation below pipe and 80% relative compaction requirements for plastic pipes only.
9. D is the inside diameter (ID) of the pipe.

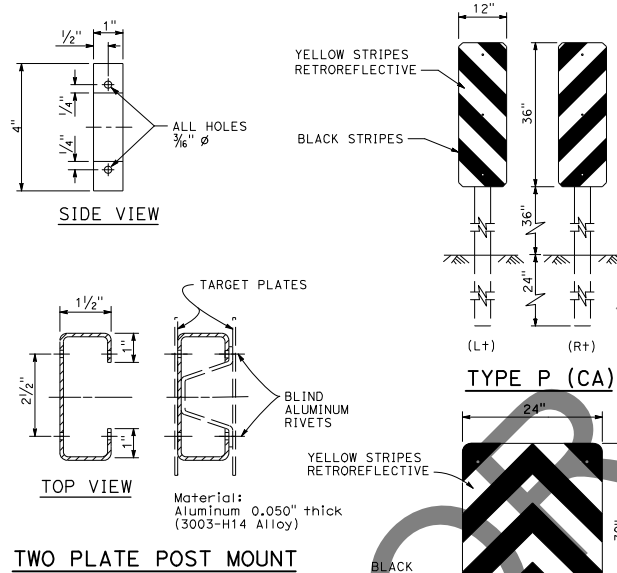
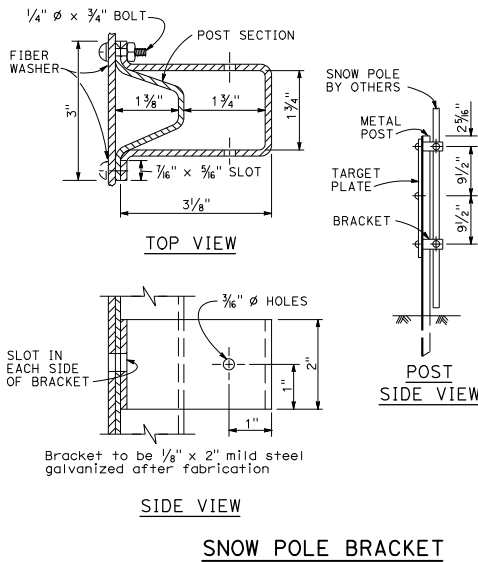
LEGEND

	STRUCTURE EXCAVATION (CULVERT)		ROADWAY EMBANKMENT
	STRUCTURE BACKFILL (CULVERT) 95% RELATIVE COMPACTION		STRUCTURE BACKFILL (CULVERT) 80% RELATIVE COMPACTION

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
EXCAVATION AND BACKFILL
METAL AND PLASTIC CULVERTS
 NO SCALE

A62F

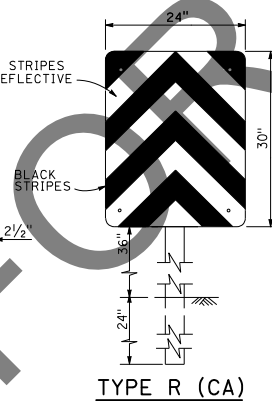
2023 STANDARD PLAN A62F



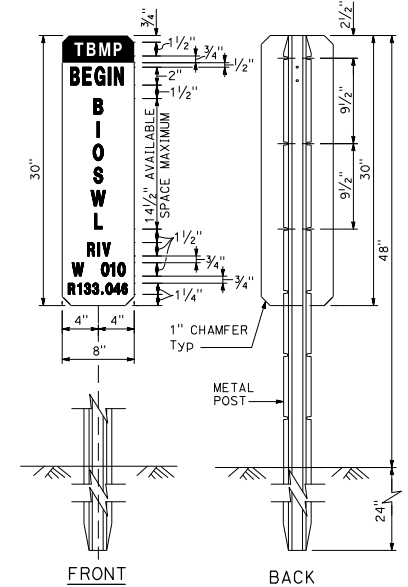
NOTES:

- A. See Standard Plan A73A for additional object markers.
- B. Type P(CA) and R(CA) markers shall have orange and white retroreflective stripes in work zones.
- C. Diagonal stripes on Type P(CA) markers shall be sloped down in the direction of travel.

TYPE P (CA)



TYPE R (CA)



TREATMENT BEST MANAGEMENT PRACTICE (TBMP) MARKER

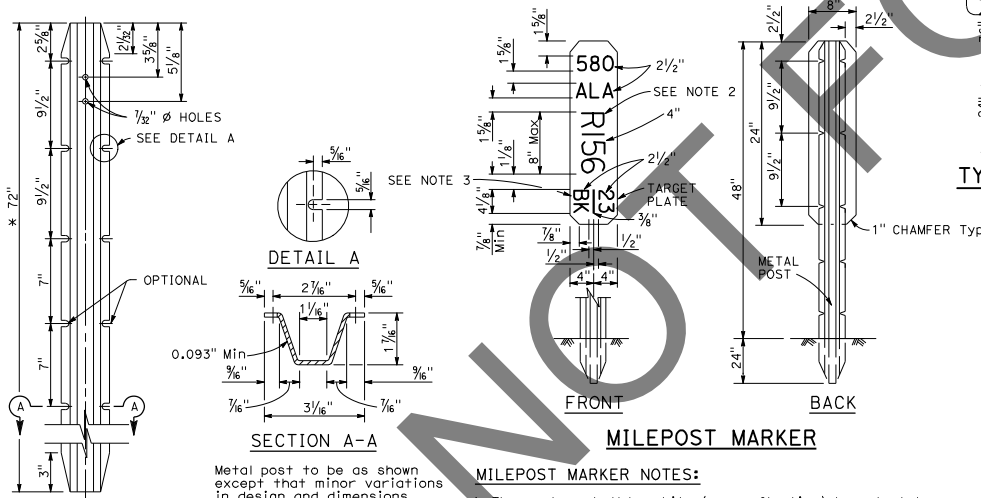
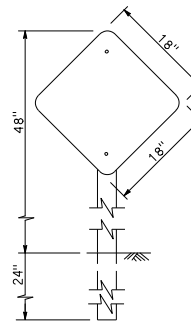
NOTES:

- 1. The marker header shall be green (non-reflective) background with white (non-reflective) Series C letters.
- 2. The marker body shall be white (non-reflective) target plate with black Series C numbers and letters.
- 3. "BEGIN" or "END" shall apply as directed by the Engineer.
- 4. TBMP abbreviations shall be Series D letters up to a maximum of 2" tall, to fit within the available maximum space of 14.5".
- 5. See Project Plans for TBMP abbreviations.

TYPE N-1 (CA), N-2 (CA), N-3 (CA)

- N-1(CA). Yellow retroreflective.
- N-2(CA). Red retroreflective.
- N-3(CA). Orange retroreflective.

OBJECT MARKERS



MILEPOST MARKER NOTES:

- 1. The marker shall be white (non-reflective) target plate with black Series D numerals and letters.
- 2. A post mile prefix, such as "R", shall apply only when directed by the Engineer.
- 3. "BK" (Back), "AH" (Ahead), or a blank space shall apply as directed by the Engineer.
- 4. All information shall be in U.S. Customary units (miles).

* 8'-0" for Type P object marker

METAL POST DETAIL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MARKERS

NO SCALE

A73B

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Shanglia Horn
No. CS1846
Exp. 6-30-24
CIVIL ENGINEER
STATE OF CALIFORNIA

May 1, 2023
PLANS APPROVAL DATE
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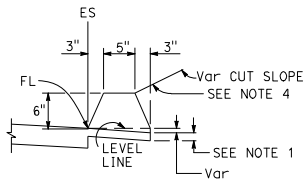
D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

H. David Corbo
REGISTERED CIVIL ENGINEER

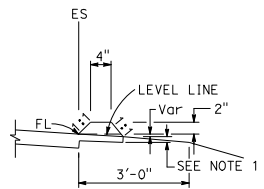
May 1, 2023
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Hector David Corbo
No. C41957
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

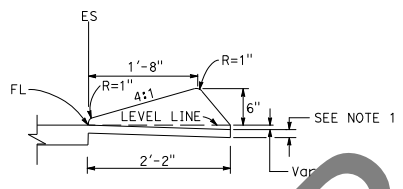
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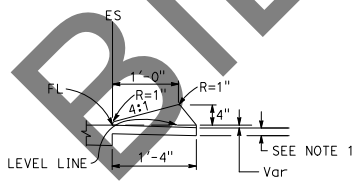
TYPE A
See Notes 3 and 5



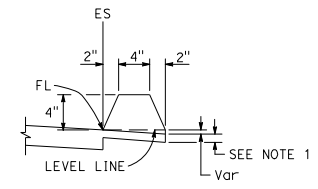
TYPE C



TYPE D

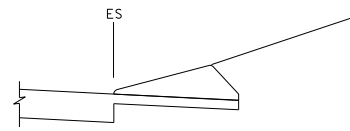


TYPE E

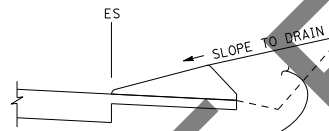


TYPE F
See Note 5

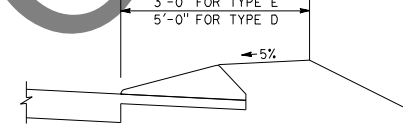
DIKES



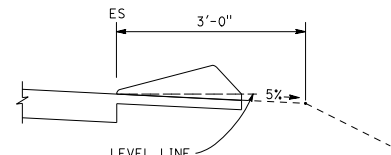
CASE C-1
Cut Slope



CASE C-2
Cut Slope



CASE F



CASE R
See Note 2

TYPE D AND E BACKFILL DETAILS

NOTES:

1. For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint at the ES. For projects with OGFC shoulders, do not extend OGFC under dike. See project plans for modified dike detail.
2. Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
3. Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
4. Fill and compact with excavated material to top of dike.
5. Use Type A or Type F dike, where dike is required with guardrail installations. See Standard Plan A77N4 for dike positioning details. See Standard Plan A77N3 for hinge point offsets with guardrail.

DIKE QUANTITIES

TYPE	PER LINEAR FOOT	CUBIC YARDS
A	0.0135	
C	0.0038	
D	0.0293	
E	0.0130	
F	0.0066	

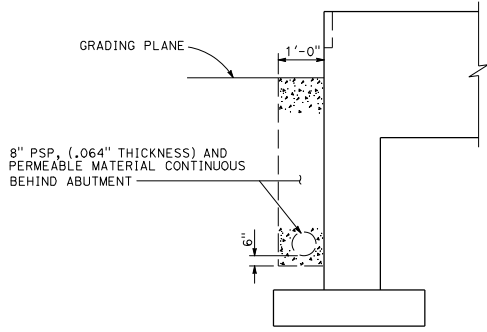
Quantities based on 5% cross slope.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

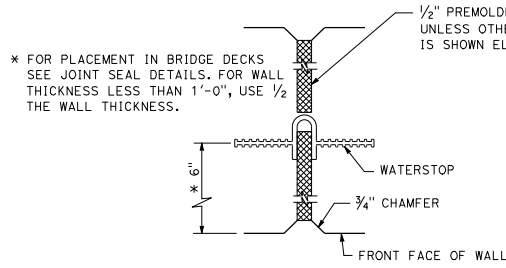
HOT MIX ASPHALT DIKES

NO SCALE

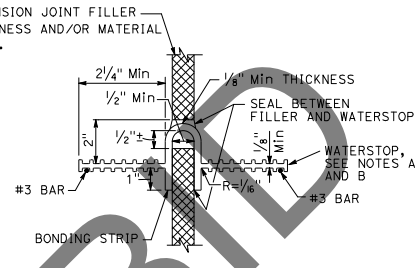
A87B



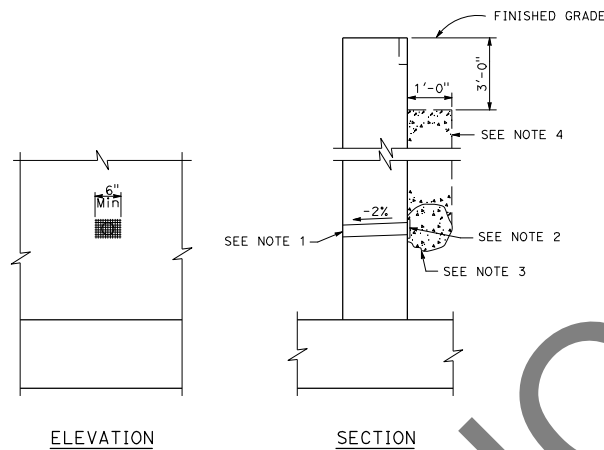
BRIDGE DETAIL 3-5
8" PSP AND PERMEABLE MATERIAL



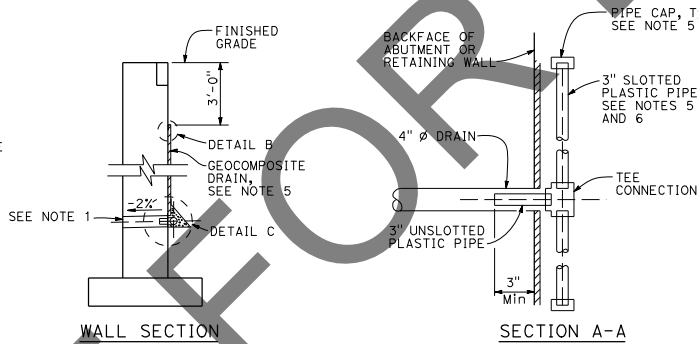
BRIDGE DETAIL 3-4
WALL EXPANSION JOINT



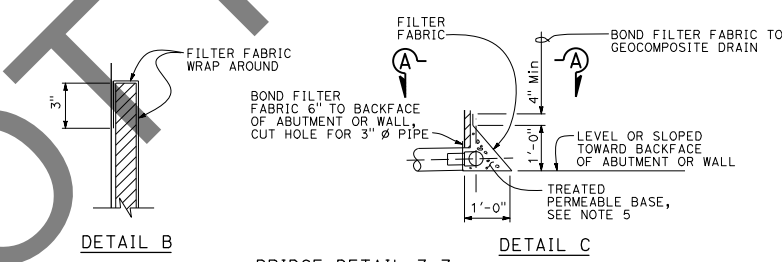
BRIDGE DETAIL 3-6
WATERSTOP



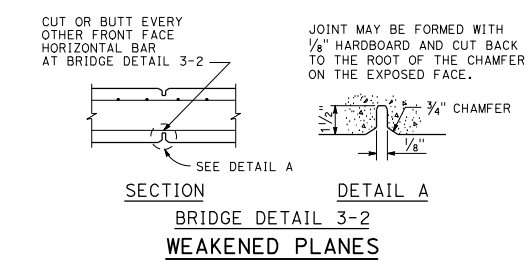
BRIDGE DETAIL 3-1
WEEP HOLE, PERVIOUS BACKFILL AND GEOCOMPOSITE DRAIN



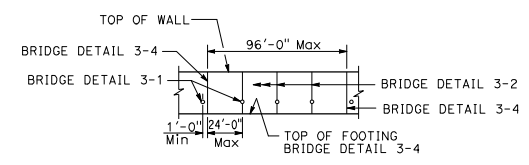
WALL SECTION
SECTION A-A



BRIDGE DETAIL 3-7



SECTION
DETAIL A
BRIDGE DETAIL 3-2
WEAKENED PLANES



BRIDGE DETAIL 3-3
WALL EXPANSION JOINTS
AND WEAKENED PLANES

- NOTES:**
1. 4" ϕ Drains at intermediate sag points and 25'-0" maximum center to center. For walls adjacent to sidewalks or curbs, provide 4" plastic pipe under the sidewalk to discharge thru curb face. Exposed wall drains shall be located 3' \pm above finished grade.
 2. 6" square aluminum or galvanized steel wire 1/4" mesh hardware cloth, minimum wire diameter 0.025". Anchor firmly to backface.
 3. One cubic foot pervious backfill material in a nonwoven filter fabric, securely tied.

4. Pervious backfill material continuous behind retaining wall or abutment.
5. Geocomposite drain, treated permeable base and 3" ϕ slotted plastic pipe continuous behind retaining wall or abutment. Cap ends of pipe. Provide "Tee" connection at each 4" ϕ drain.
6. Connect the low end of plastic pipe to the main outlet pipe as applicable.

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Gary Wong
REGISTERED CIVIL ENGINEER

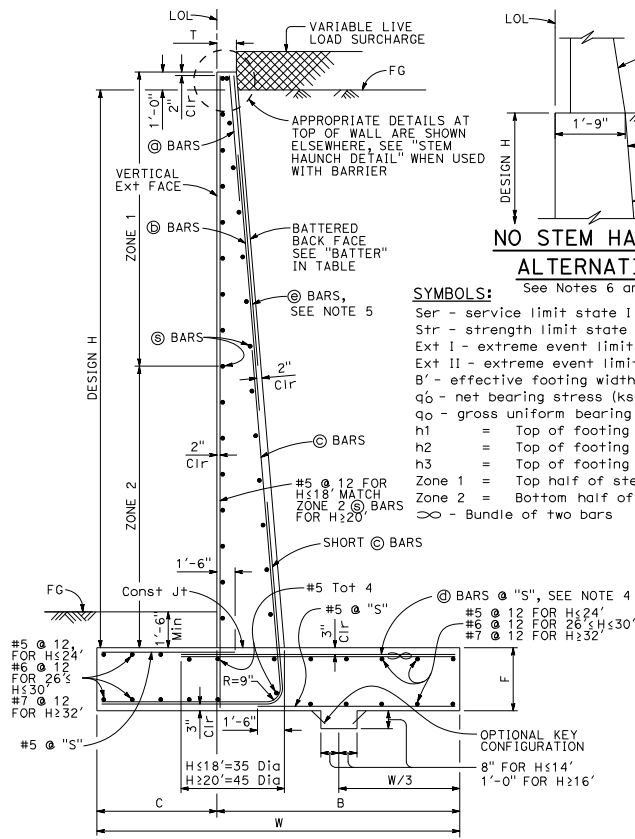
May 1, 2023
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
No. C58298
Exp. 6-30-24
CIVIL
STATE OF CALIFORNIA

- NOTES:**
- A. Holes will be permitted in the outer 1/2" of the web for wire, rings, etc. Tie web to #3 reinforcing bars @ 12 maximum intervals to support the waterstop in proper position during concrete placement. Alternative detail may be submitted for approval of the Engineer.
 - B. Waterstop to have 5 or more pairs of raised ribs to provide 0.1 square inch minimum rib cross-section area on each half of the waterstop.

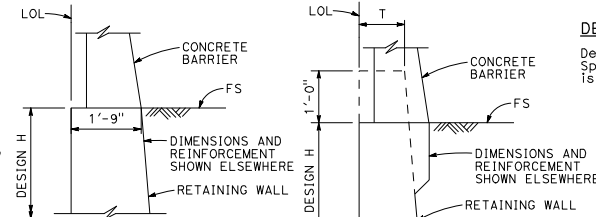
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BRIDGE DETAILS
NO SCALE



TYPICAL SECTION

NOTES:

- For details not shown and drainage notes, see (B3-5).
- For wall stem joint details, see (B0-3) and (B0-3).
- At @ bars:
H ≤ 6', no splices are allowed within 1'-8" above the top of footing.
H > 6', no splices are allowed within H/4 above the top of footing.
- Bundle @ bars from H = 22' to 36'.
- Provide #6 @ 10" x 18'-0" @ bars over a distance of 8'-0" measured from all expansion joints, begin wall and end wall locations. For H ≤ 16', hook @ bar into footing and reduce bar length as needed to maintain Min Clr cover.
- For no stem haunch alternative, where H ≤ 18': Increase stem thickness, "T", to constant 1'-9" with no batter.
- For no stem haunch alternative, where H > 18': Adjust stem batter to maintain original stem thickness at top of footing according to data defined in table.



NO STEM HAUNCH ALTERNATIVE

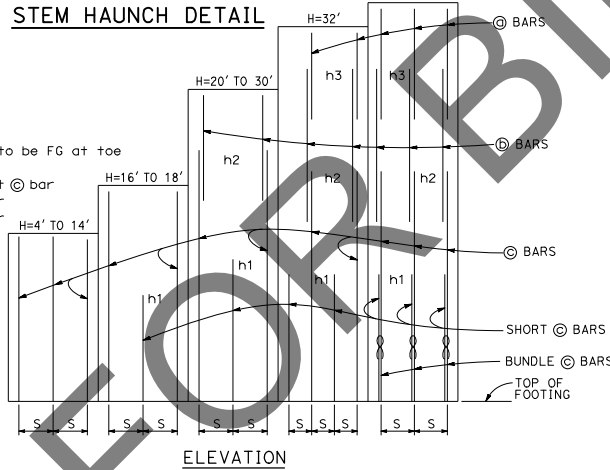
STEM HAUNCH DETAIL

DESIGN CONDITIONS:

Design H may be exceeded by 6" before going to the next size. Special footing design is required where foundation material is incapable of supporting bearing stress listed in the table.

SYMBOLS:

- Ser - service limit state I
- Str - strength limit state I
- Ext I - extreme event limit state I
- Ext II - extreme event limit state II
- B' - effective footing width (ft)
- q₀ - net bearing stress (ksf), OG assumed to be FG at toe
- q₀ - gross uniform bearing stress (ksf)
- h1 = Top of footing to top of short @ bar
- h2 = Top of footing to top of @ bar
- h3 = Top of footing to top of @ bar
- Zone 1 = Top half of stem height
- Zone 2 = Bottom half of stem height
- ∞ - Bundle of two bars



ELEVATION

DESIGN NOTES:

- DESIGN: AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments, Preface dated April 2019
- LS: Variable live load surcharge on level ground surface
- DC: Stem Architectural Treatment of thickness up to 2' of concrete (25 psf) considered
- CT: 54 kip transverse force applied at 32" above FS, distributed over 10 feet at the top of wall and 1 : 1 distribution down and outward. Distribution below footing taken no less than 40'.
- SEISMIC: k_h = 0.2, k_v = 0.0
- SOIL BACKFILL: φ = 34°, γ = 120 pcf
- SOIL FOR BASE FRICTION: φ = 32°, γ = 120 pcf
- REINFORCED CONCRETE: f'c = 3,600 psi, fy = 60,000 psi
- LOAD COMBINATIONS AND LIMIT STATES:
Service I Q = 1.00DC+1.00EV+1.00EH+1.00LS
Strength I Q = aDC+PEV+nEH+1.75LS
Extreme I Q = 1.00DC+1.00EV+1.00EH+1.00EQD+1.00EQE
Extreme II Q = 1.00DC+1.00EV+1.00EH+0.5LS+1.0CT
- Where:
Q: Force Effects
a: 1.25 or 0.90, Whichever Controls Design
β: 1.35 or 1.00, Whichever Controls Design
n: 1.50 or 0.90, Whichever Controls Design
DC: Dead Load of Structure Components
EH: Horizontal Earth Fill Pressure
EV: Vertical Earth Pressure from Earth Fill Weight
LS: Live Load Surcharge
EQE: Seismic Earth Pressure
EQD: Soil and Structural and Nonstructural Components Inertia
CT: Vehicular Collision Force

TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	4'	6'	8'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'
W	6'-9"	6'-6"	6'-7"	7'-4"	8'-3"	9'-3"	9'-9"	10'-8"	11'-8"	12'-9"	13'-9"	14'-10"	15'-11"	17'-3"	18'-3"	19'-3"	20'-3"
C	2'-6"	2'-6"	2'-4"	2'-4"	2'-6"	3'-0"	3'-3"	3'-8"	3'-8"	3'-9"	4'-0"	4'-4"	4'-6"	5'-3"	5'-6"	6'-0"	6'-6"
B	4'-3"	4'-0"	4'-3"	5'-0"	5'-9"	6'-3"	6'-6"	7'-0"	8'-0"	9'-0"	9'-9"	10'-6"	11'-3"	12'-0"	12'-9"	13'-3"	13'-9"
F	1'-4"	1'-4"	1'-4"	1'-4"	1'-6"	1'-8"	1'-8"	1'-9"	1'-9"	1'-11"	2'-2"	2'-5"	2'-10"	3'-3"	3'-6"	4'-7"	4'-9"
T	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	11.5"	1'-1"	1'-1"
BATTER	0.5:12	0.5:12	0.5:12	0.5:12	0.5:12	0.5:12	0.5:12	0.5:12	0.5:12	0.5:12	0.625:12	0.625:12	0.75:12	1:12	1:12	1.2:12	1.2:12
SPACING "S"	12"	12"	12"	11"	9"	8"	5"	5"	5"	5"	5"	5"	5"	5"	5"	5"	8"
@ BARS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
⊕ BARS	-	-	-	-	-	-	-	-	#7	#6	#6	#6	#6	#6	#9	#6	#8
⊙ BARS	#6	#6	#6	#6	#6	#6	#7	#7	#8	#8	#8	#9	#9	#9	#10	#11	#11
⊖ BARS	#5	#5	#5	#6	#6	#6	#6	#6	#8	#7	#8	#9	#9	#9	#10	#11	#11
h1	-	-	-	-	-	-	9'-5"	9'-7"	12'-8"	12'-7"	13'-7"	14'-8"	15'-8"	15'-8"	19'-5"	16'-6"	14'-8"
h2	-	-	-	-	-	-	-	-	14'-2"	16'-10"	17'-7"	20'-5"	20'-5"	21'-11"	21'-6"	21'-6"	21'-6"
h3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24'-10"	24'-5"	26'-4"
ZONE 1 ⊕ BARS	#4 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 12"	#5 @ 12"	#5 @ 12"	#5 @ 12"
ZONE 2 ⊕ BARS	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#4 @ 12"	#5 @ 12"	#5 @ 12"	#5 @ 12"	#5 @ 12"	#5 @ 12"	#5 @ 12"	#6 @ 12"	#6 @ 12"	#7 @ 12"	#7 @ 12"
Ser: B', q ₀	6.5, 0.8	6.1, 1.0	5.4, 1.4	5.7, 1.8	6.2, 2.1	7.0, 2.2	7.1, 2.5	7.7, 2.7	8.4, 3.0	9.1, 3.4	9.7, 3.7	10.5, 4.0	11.1, 4.3	12.3, 4.4	12.9, 4.7	13.2, 5.2	13.9, 5.4
Str: B', q ₀	6.4, 1.6	3.6, 1.7	2.7, 2.8	2.7, 3.6	3.1, 4.1	3.7, 4.3	3.5, 5.2	4.0, 5.4	4.4, 5.8	4.9, 6.3	5.2, 7.0	5.7, 7.5	6.0, 8.2	6.8, 8.3	7.1, 8.9	6.8, 10.7	7.1, 11.2
Ext I: B', q ₀	5.3, 1.1	4.6, 1.5	3.9, 2.2	4.0, 2.8	4.3, 3.4	4.9, 3.8	4.8, 4.5	5.3, 4.9	5.6, 5.5	6.0, 6.3	6.3, 7.0	6.8, 7.5	7.2, 8.2	8.1, 8.4	8.4, 9.1	8.5, 10.4	9.1, 10.8
Ext II: B', q ₀	2.5, 2.4	2.2, 3.3	2.3, 3.9	3.4, 3.4	4.7, 3.2	6.3, 3.0	7.2, 3.1	8.6, 3.0	9.8, 3.2	11.3, 3.4	12.4, 3.6	13.7, 3.8	14.9, 4.1	16.5, 4.2	17.5, 4.5	18.4, 4.9	19.6, 5.1

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
RETAINING WALL TYPE 1
(CASE 1)
NO SCALE

B3-1A

2023 STANDARD PLAN B3-1A

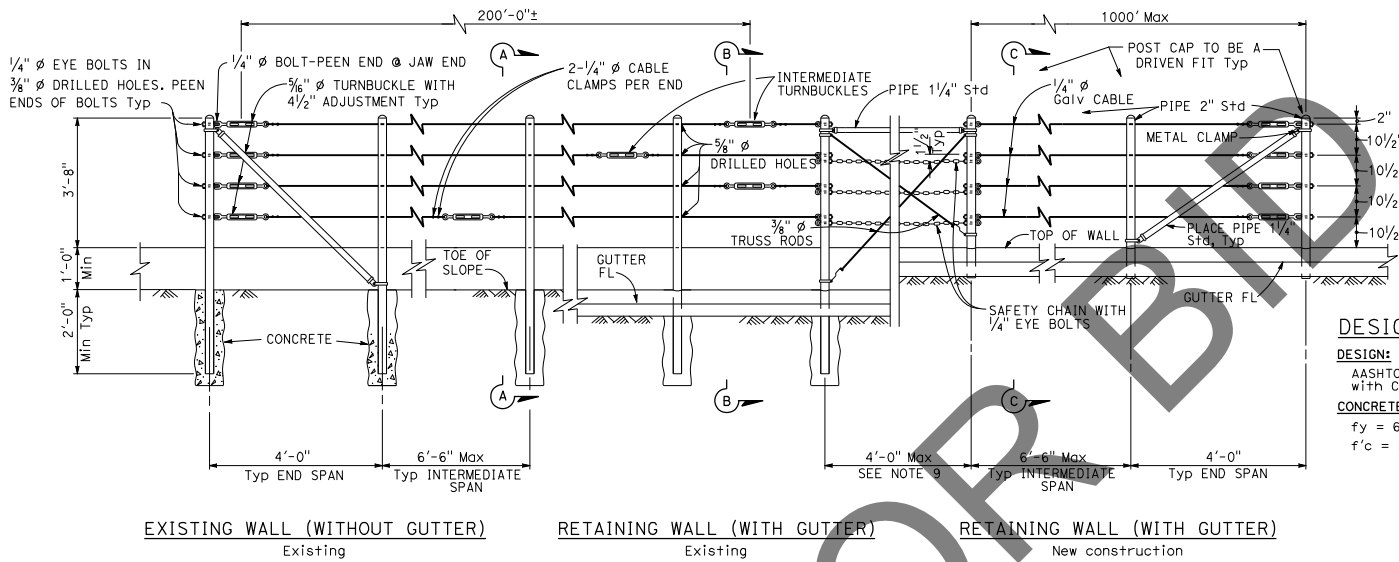
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Gary Wong
REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

NO. C58298
EXP. 6-30-24
CIVIL

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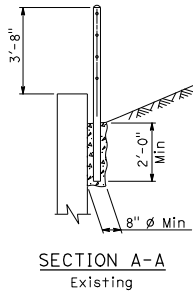


EXISTING WALL (WITHOUT GUTTER)
Existing

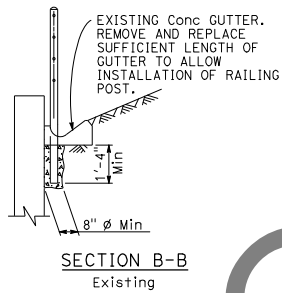
RETAINING WALL (WITH GUTTER)
Existing

RETAINING WALL (WITH GUTTER)
New construction

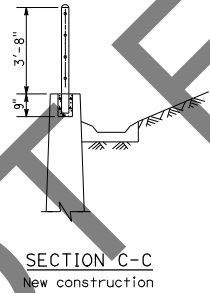
ELEVATION



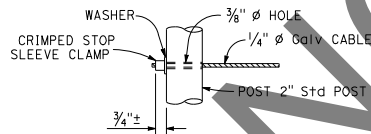
SECTION A-A
Existing



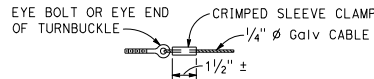
SECTION B-B
Existing



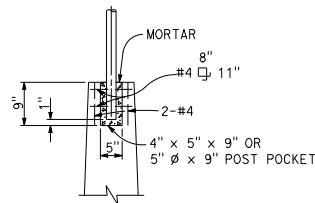
SECTION C-C
New construction



ALTERNATIVE DEAD END ANCHORAGE



ALTERNATIVE CABLE CONNECTION



POST POCKET

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Gregory J. Koder
 REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
 Gregory J. Koder
 No. C40814
 Exp. 3-31-25
 CIVIL
 STATE OF CALIFORNIA

DESIGN NOTES

DESIGN:
 AASHTO LRFD Bridge Design Specifications 8th Edition 2017 with California Amendments April 2019
CONCRETE:
 fy = 60 ksi
 f'c = 3.6 ksi

NOTES:

- Maximum distance between turnbuckles shall be 200'-0"±.
- Intermediate turnbuckles to be placed in adjacent spans.
- Cable shall not be spliced between intermediate turnbuckles and end posts.
- Posts to be vertical.
- Alignment of holes in posts may vary to conform to slope of top of retaining wall.
- The Contractor shall verify all dependent dimensions in the field before ordering or fabricating any material.
- Line posts shall be braced horizontally and trussed diagonally in both directions at intervals not to exceed 1000'.
- Post pockets to be centered in top of wall.
- Typical end spans, braced in both directions, shall be constructed at changes in line where the angle of deflection is 15° or more.
- Shall not be used for pedestrian walkways.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
CABLE RAILING

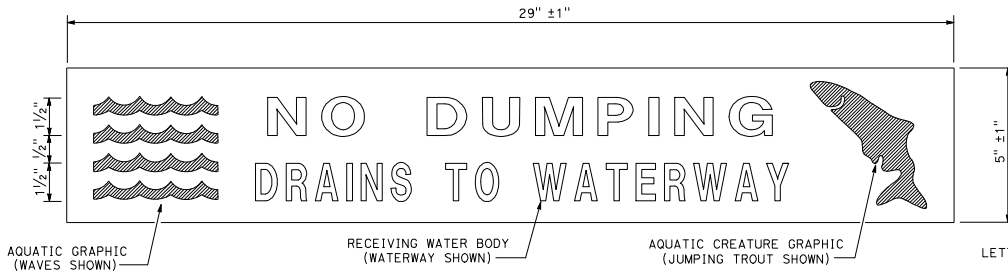
NO SCALE

B11-47

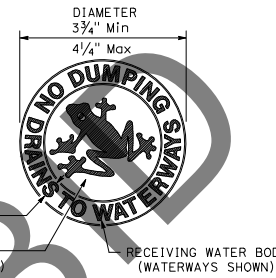
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Sean T. Penders
 REGISTERED CIVIL ENGINEER
 No. C63744
 Exp. 9-30-24
 CIVIL
 STATE OF CALIFORNIA

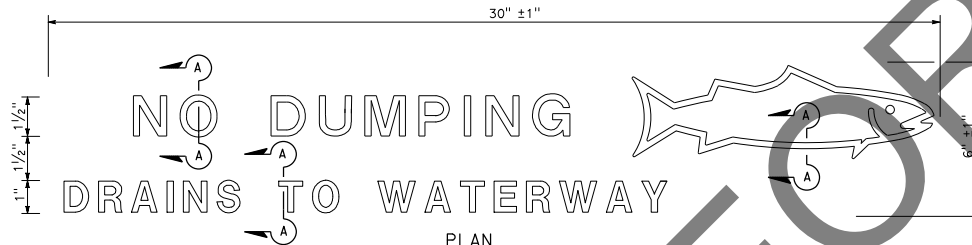
May 1, 2023
 PLANS APPROVAL DATE
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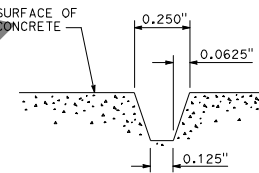
PLAN
DRAINAGE INLET MARKER
 (PREFABRICATED THERMOPLASTIC)



PLAN
DRAINAGE INLET MARKER (MEDALLION)

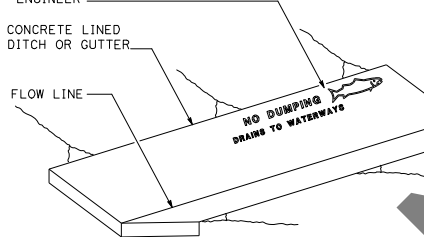


PLAN
DRAINAGE INLET MARKER
 (STAMPED CONCRETE IMPRINT)

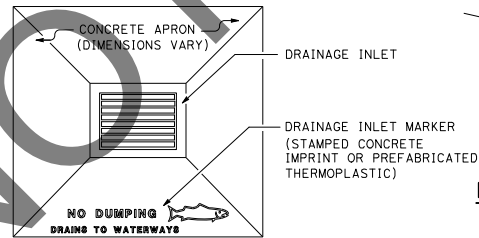


SECTION A-A
STAMPED CONCRETE
IMPRINT DETAIL

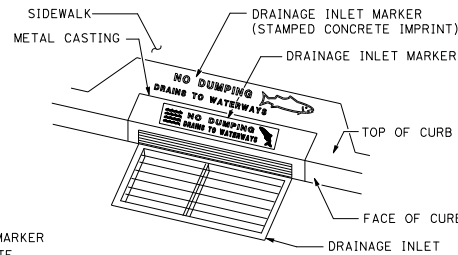
DRAINAGE INLET MARKER (STAMPED CONCRETE IMPRINT OR PREFABRICATED THERMOPLASTIC) LOCATIONS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER



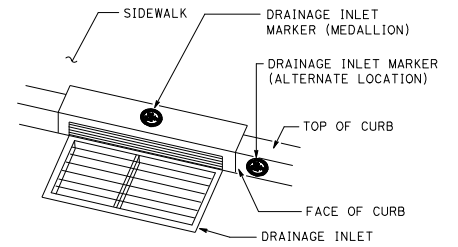
PERSPECTIVE
DRAINAGE INLET MARKER ON
CONCRETE LINED DITCH



PLAN
DRAINAGE INLET MARKER ON
DRAINAGE INLET APRON



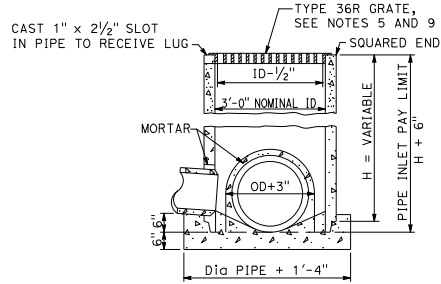
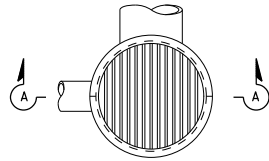
PERSPECTIVE
DRAINAGE INLET MARKER ON
DRAINAGE INLET



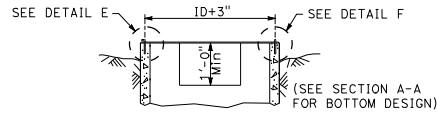
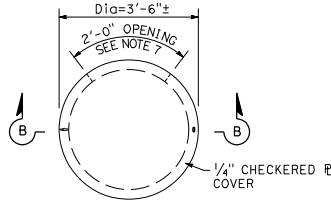
PERSPECTIVE
DRAINAGE INLET MARKER (MEDALLION)
ON DRAINAGE INLET

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
DRAINAGE INLET MARKERS
 NO SCALE

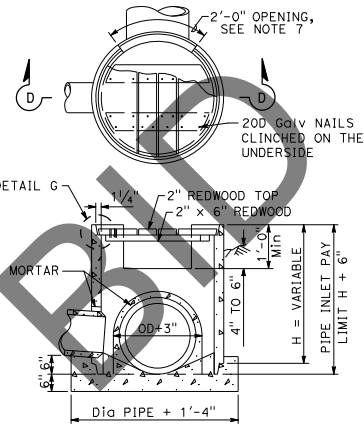
D71



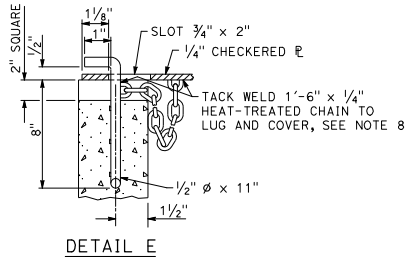
SECTION A-A
TYPE GCP
Concrete pipe inlet with grate



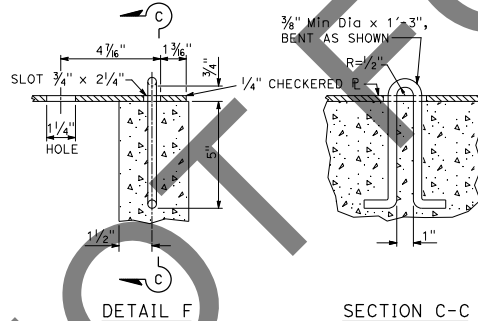
SECTION B-B
TYPE OCP or OCPI
Concrete pipe inlet with steel cover
(See Note 6)



SECTION D-D
TYPE OCP OR OCPI
Concrete pipe inlet with redwood cover
(See Notes 6 and 10)

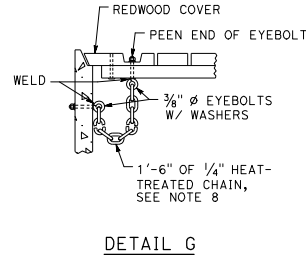


DETAIL E



DETAIL F

SECTION C-C



DETAIL G

NOTES:

- For details of steel pipe inlets, see Standard Plan D75A.
- For details of ladder and steps and when ladder or steps are required, see Standard Plan D75C.
- Inlet pipes shall not protrude into basin.
- Except for inlets used for junction boxes, basin floors shall have minimum slope of 4:1 from all directions toward outlet pipe, and a wood trowel finish.
- See Standard Plan D77A and Standard Plan D77B for Grate and Frame Details and Weights of Miscellaneous Iron and Steel.
- Designation of Type OCPI pipe inlets on plans indicates trash racks are to be furnished and installed on all side openings. See Standard Plan D75C for Trash Rack details.
- More than one side opening may be required. Location and number as ordered by the Engineer. Opening may be cast in pipe.
- Chain to be provided when specified.
- Place pipe so bars of grate will be parallel with main surface flow.
- Redwood covers shall only be placed at locations designated on the plans.

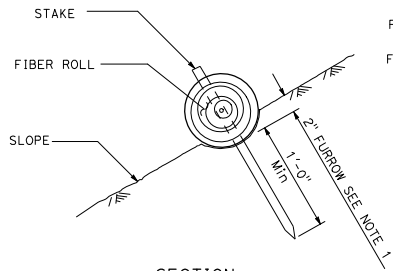
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONCRETE PIPE INLETS
NO SCALE

D75B

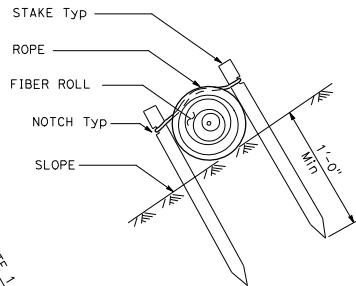
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Sean T. Penders
 REGISTERED CIVIL ENGINEER
 No. C63744
 Exp. 9-30-24
 CIVIL
 STATE OF CALIFORNIA

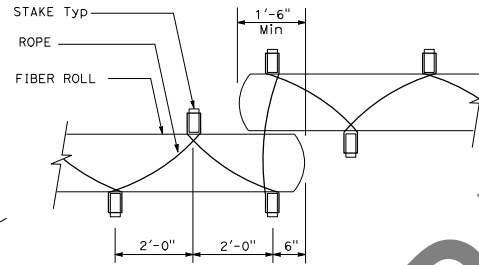
May 1, 2023
 PLANS APPROVAL DATE
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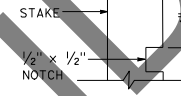
SECTION
FIBER ROLL (TYPE 1)



SECTION
FIBER ROLL (TYPE 2)



PLAN



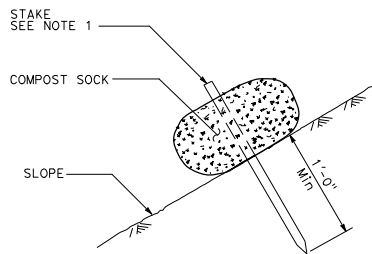
ELEVATION

STAKE NOTCH DETAIL

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

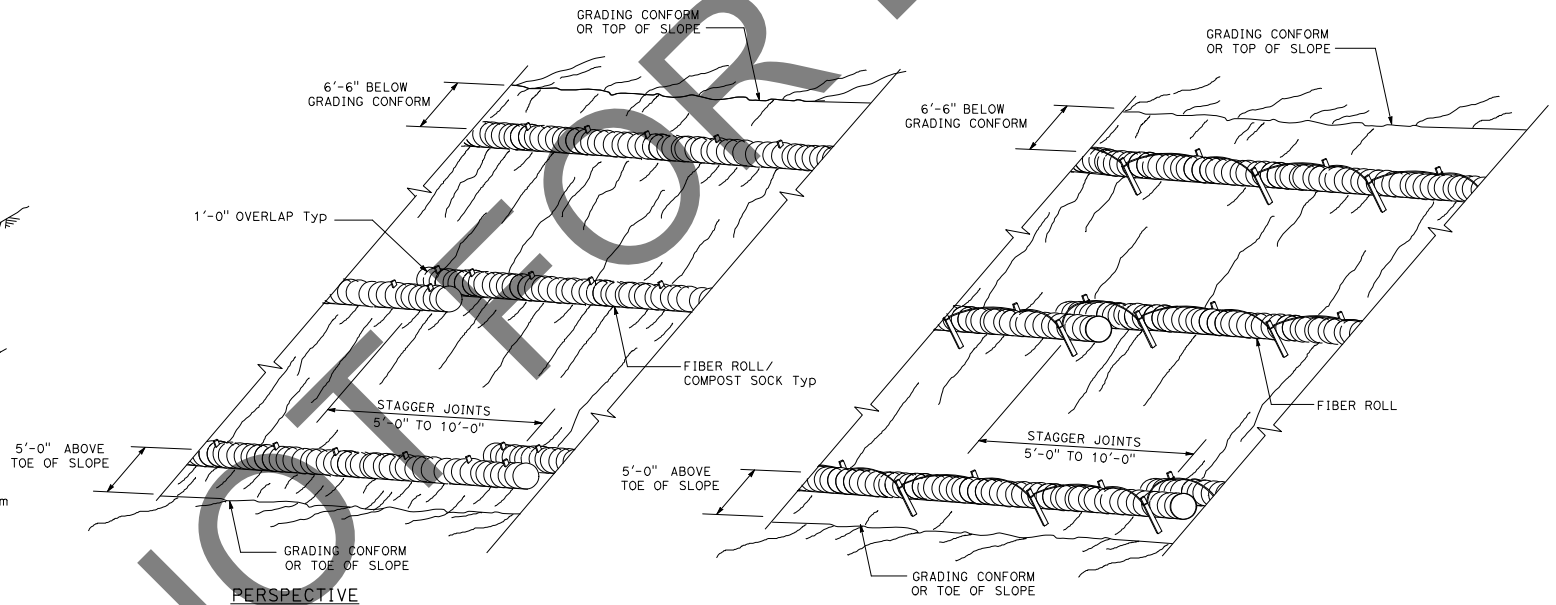
Licensed Landscape Architect
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTE:
1. Installations shown in the perspectives are for slope inclination of 10:1 (Horiz:Vert) and steeper.



SECTION
COMPOST SOCK

NOTE:
1. May install stake adjacent to bottom edge of compost sock.



PERSPECTIVE
FIBER ROLL (TYPE 1)
COMPOST SOCK

PERSPECTIVE
FIBER ROLL (TYPE 2)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
EROSION CONTROL DETAILS
FIBER ROLL AND COMPOST SOCK

NO SCALE

H51



D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
 REGISTERED CIVIL ENGINEER					
May 1, 2023 PLANS APPROVAL DATE					
					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					

TABLE 1

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z **
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet
 W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile
 speed prior to work starting, or the anticipated
 operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where
 there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		ft	ft	ft
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile
 speed prior to work starting, or the anticipated
 operating speed in mph

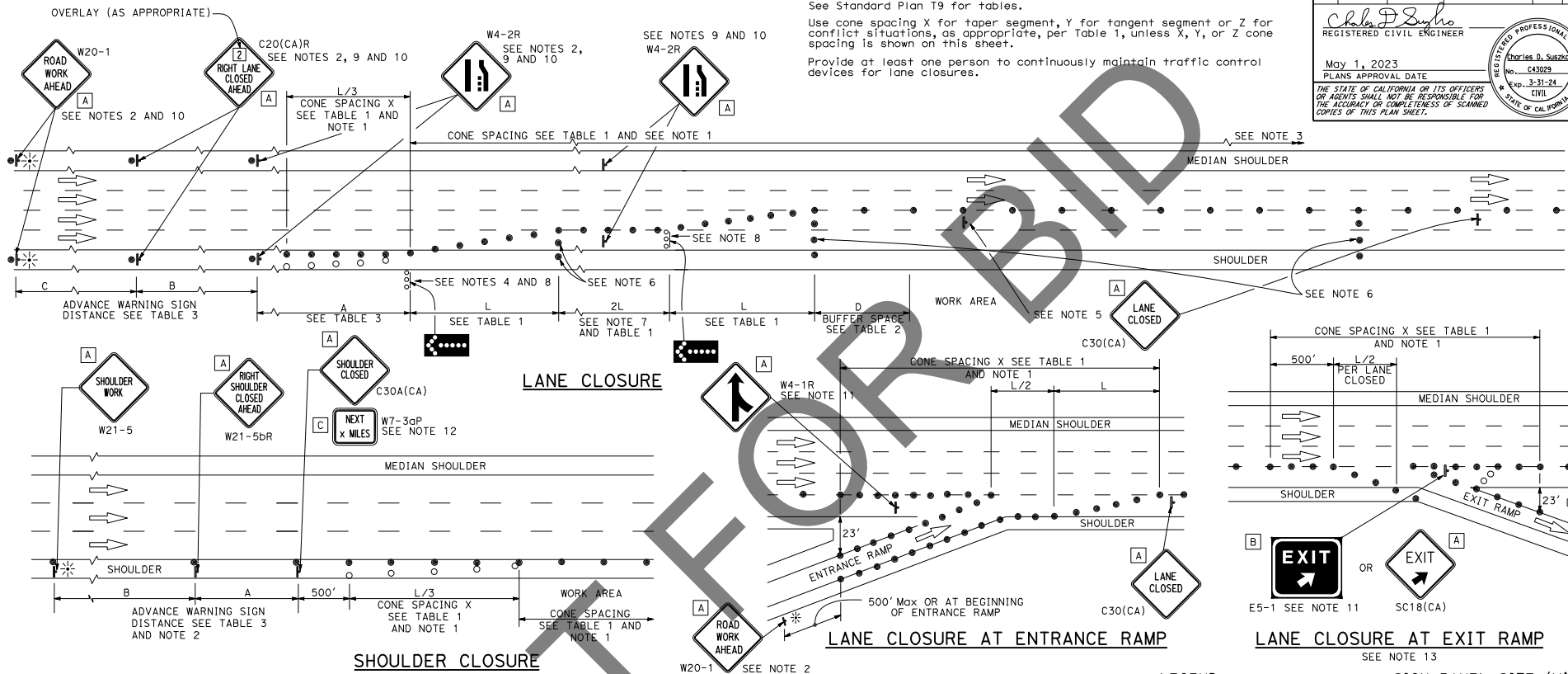
** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent
 and longer than 1 mile.

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance
 purposes only, and should be applied with engineering judgment.
 These distances should be adjusted by the Engineer for field
 conditions, if necessary, by increasing or decreasing the
 recommended distances.



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A C20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place a C30(CA) sign every 1000' throughout length of lane closure.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper across a traffic lane ends and every 1000' as shown on the "Lane Closure" detail. Two type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
7. The 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
8. Use one flashing arrow sign for each lane closed. The flashing arrow sign shall be Type I.
9. Median lane closures shall conform to the details as shown except that C20(CA)L and W4-2L signs shall be used.
10. Duplicate sign installations are not required:
 - a) On opposite shoulder if at least one-half of the available lanes remain open to traffic.
 - b) In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
11. The E5-1 or SC18(CA) and W4-1 signs shall be used as shown.
12. A W7-3aP "NEXT MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.
13. For the warning sign requirements at the Exit Ramp, when work is proposed on the local street, see CA MUTCD Figure 6H-22 to 6H-27.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬇️ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡️ FLASHING ARROW SIGN (FAS)
- 🚚 FAS SUPPORT OR TRAILER
- ⚡️ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

A	48" x 48"
B	72" x 60"
C	36" x 30"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS
NO SCALE

NOTES:

See Standard Plan T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
Provide at least one person to continuously maintain traffic control devices for lane closures.

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
------	--------	-------	--------------------------	------------------------

REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

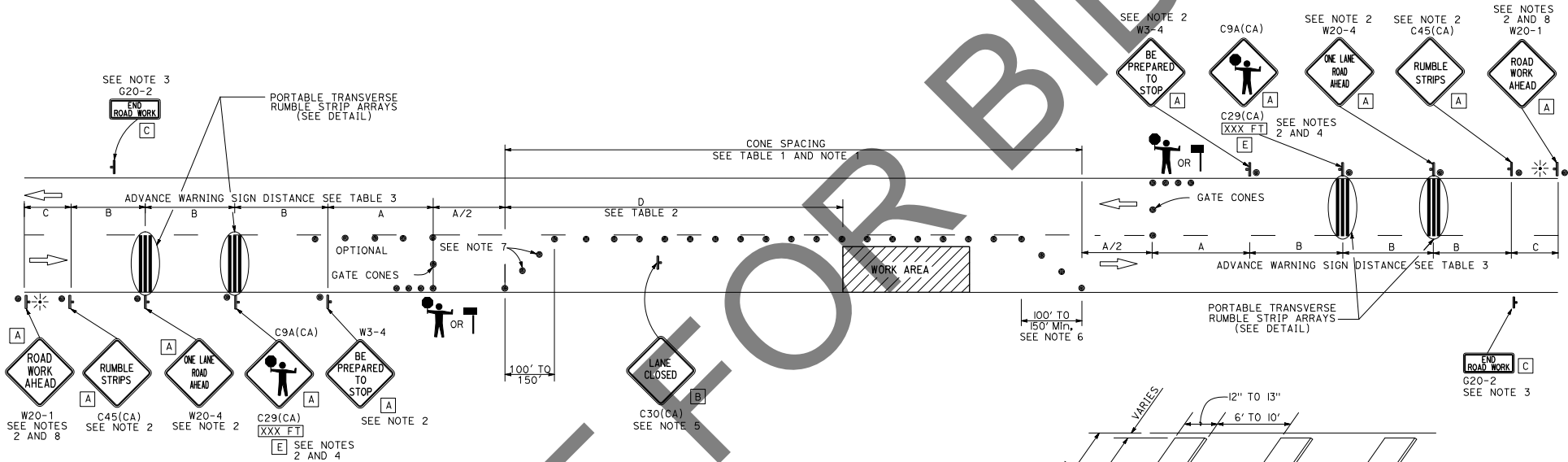
SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 30" x 30"
- C 36" x 18"
- D 36" x 42"
- E 20" x 7"

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Charles D. Suszko
 REGISTERED CIVIL ENGINEER
 No. C43029
 Exp. 3-31-24
 CIVIL
 STATE OF CALIFORNIA

May 1, 2023
 PLANS APPROVAL DATE
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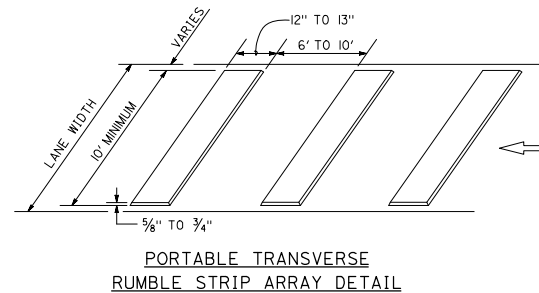


NOTES:

- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
- Sign must be equipped with at least two flags for daytime closures. Flags must be orange in color and at least 16 inches by 16 inches in size. Place flashing beacons as shown for closures during hours of darkness.
- A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
- An optional C29(CA) sign may be placed below the C9A(CA) sign.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
- Length may be reduced by the Engineer to address site conditions.
- Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
- If C45(CA) is not used, measure distance C from W20-4.

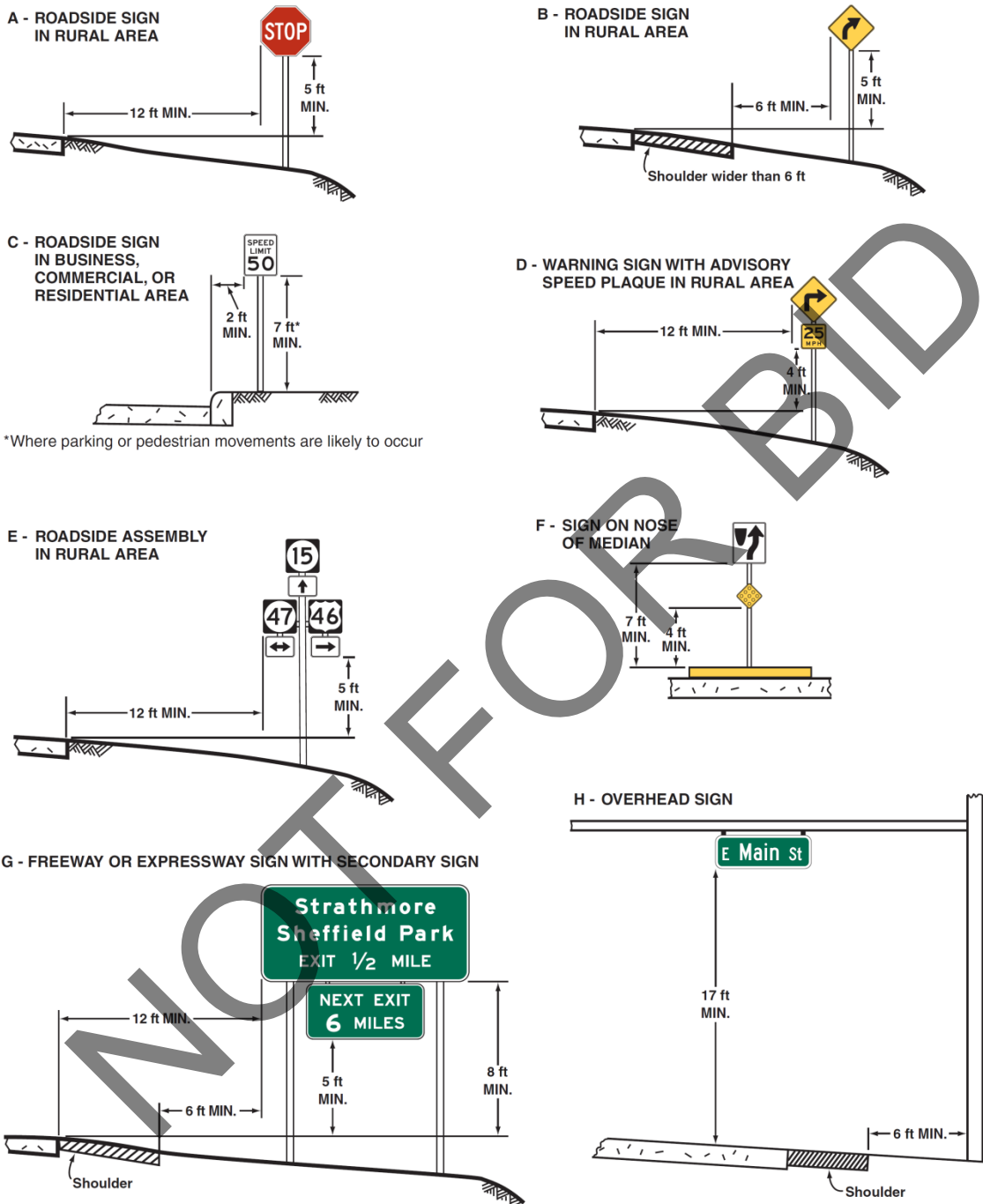
LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ☀ PORTABLE FLASHING BEACON
- 👤 FLAGGER
- 👤 AUTOMATED FLAGGER ASSISTANCE DEVICE (AFAD)



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
 WITH REVERSIBLE CONTROL ON
 TWO LANE CONVENTIONAL HIGHWAYS**
 NO SCALE

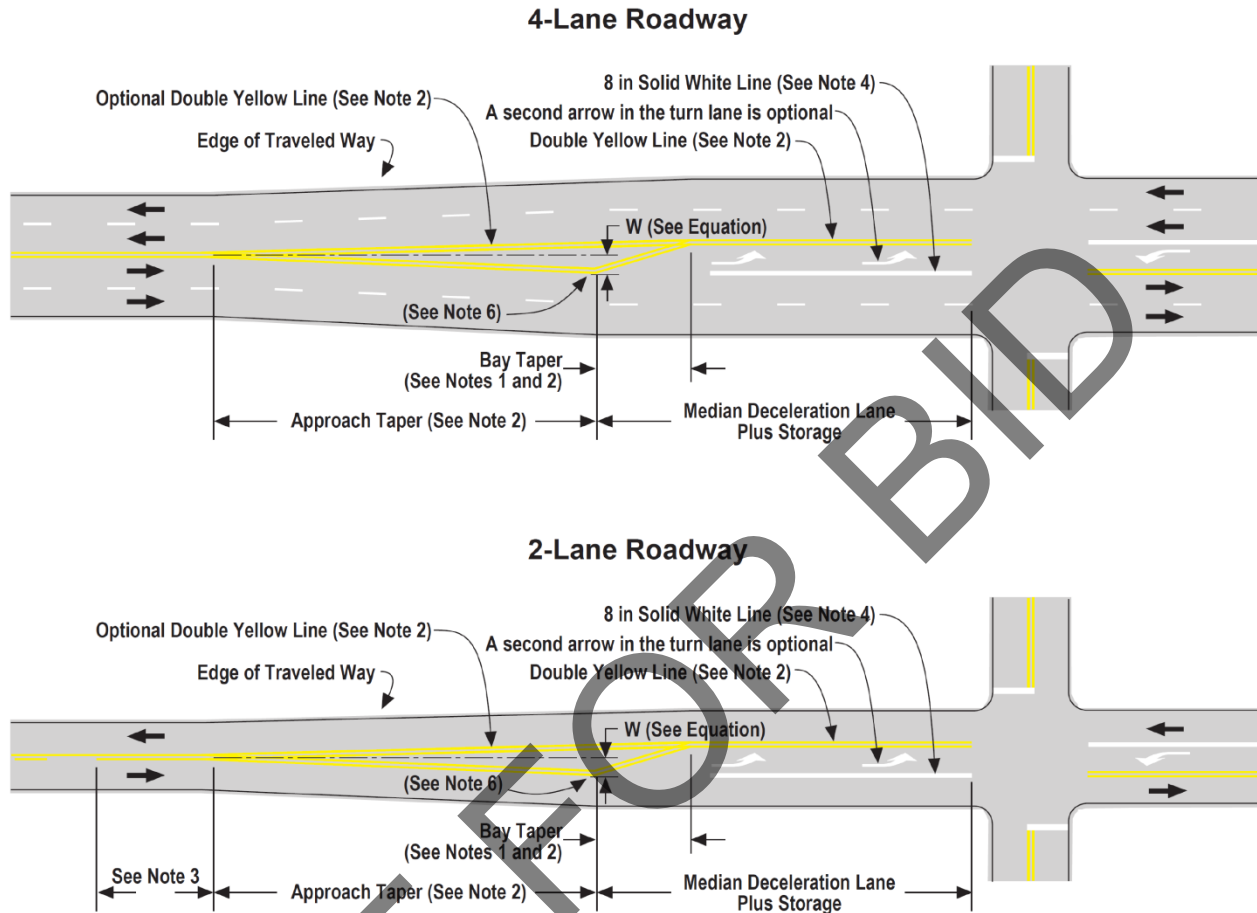
Figure 2A-2. Examples of Heights and Lateral Locations of Sign Installations



*Where parking or pedestrian movements are likely to occur

Note:
 See Section 2A.19 for reduced lateral offset distances that may be used in areas where lateral offsets are limited, and in business, commercial, or residential areas where sidewalk width is limited or where existing poles are close to the curb.

Figure 3B-101 (CA). Examples of Left-Turn Channelization Markings



NOT TO SCALE

$$\text{Approach Taper} = \frac{WS^2}{60} \text{ for speeds of 40 mph or less and } WS \text{ for speeds of 45 mph or more.}$$

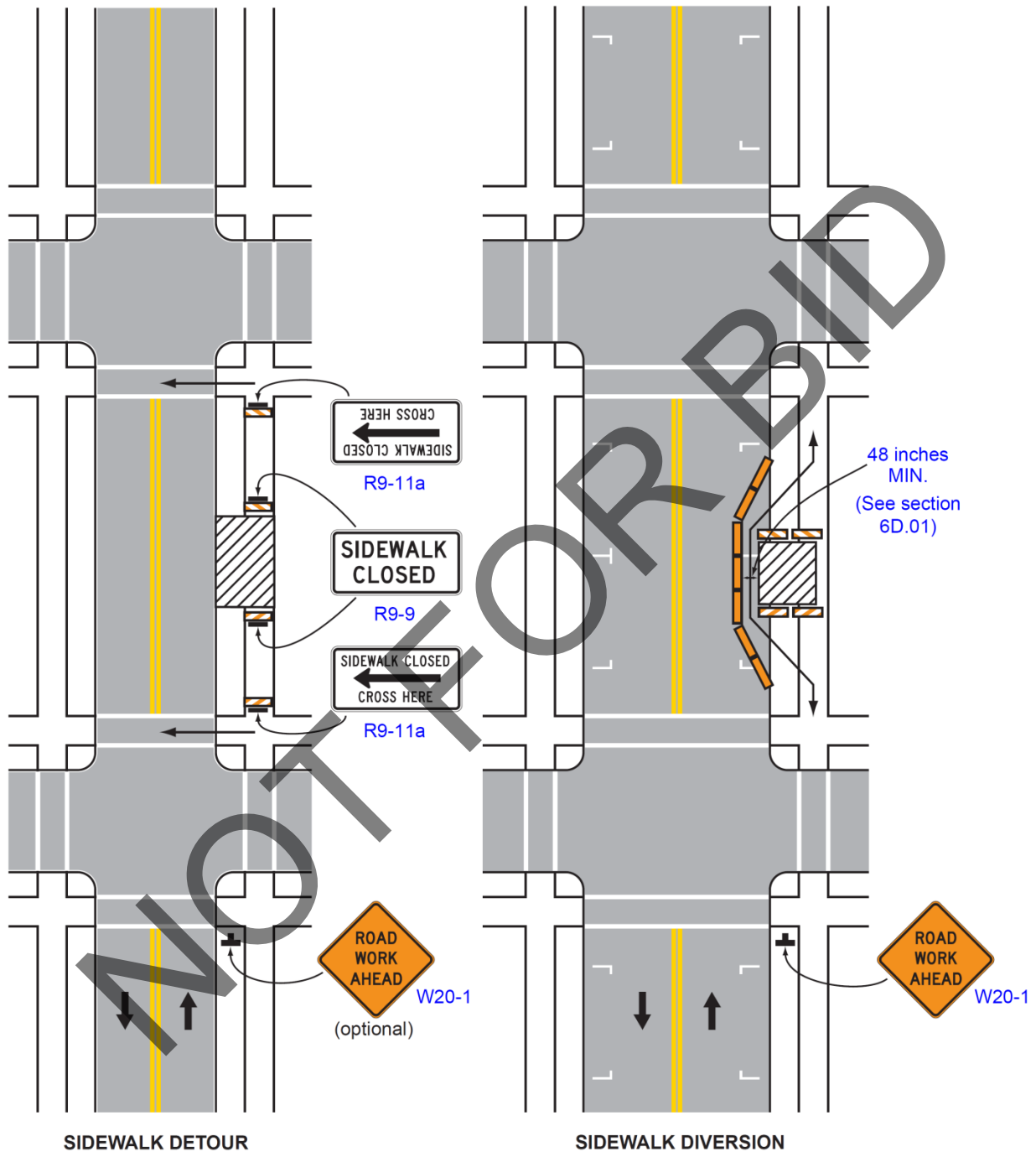
Where S = Off Peak 85th Percentile Speed in mph.

W = Width of Lateral Traffic Shift in feet.

NOTES:

1. Bay taper length = 60 ft or 90 ft for Business, Residential and Urban Areas and 120 ft for high speed Rural Areas.
2. See Striping Details 21 through 23 or 28 through 30.
3. On two lane roads, use Striping Details 21 through 23 for one half (1/2) of the passing sight distance for the prevailing speed.
4. See Striping Detail 38, use a minimum storage length of 50 ft.
5. See Highway Design Manual, Section 405.2 for design details.
6. Based on engineering judgement, intersection of the Approach and Bay Tapers may be located within the width of the left-turn lane.

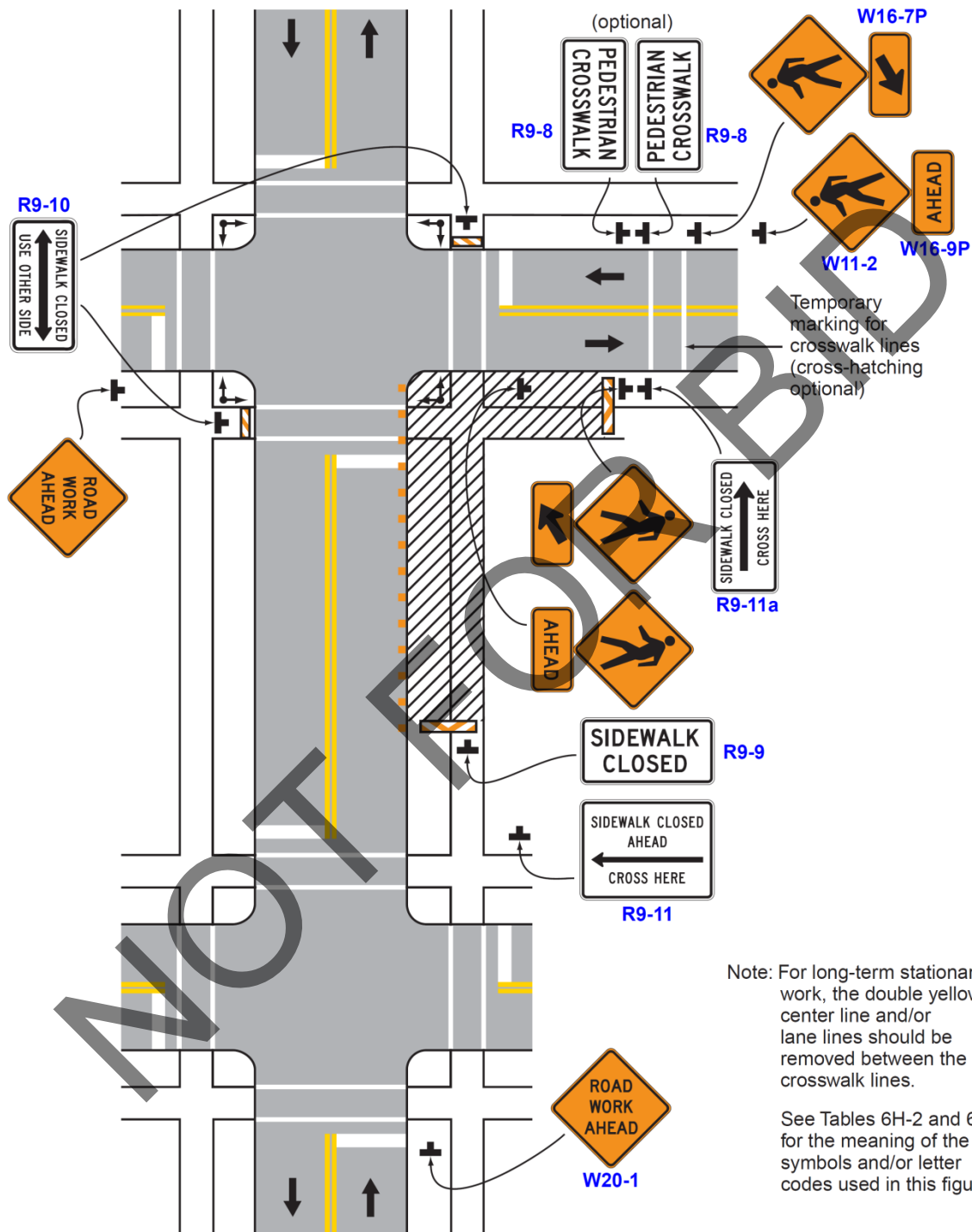
Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



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Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



Note: For long-term stationary work, the double yellow center line and/or lane lines should be removed between the crosswalk lines.

See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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