

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

ELDER CREEK CHANNEL IMPROVEMENTS FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD

LENGTH: 2,100 Feet
WORK ORDER: F01911
AREA: City of Highland
SYSTEM NO.: 3-201-1C

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

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.



SAN BERNARDINO COUNTY
--FLOOD CONTROL DISTRICT--



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

ELDER CREEK CHANNEL IMPROVEMENTS
FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD

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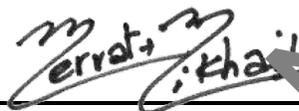
have been recommended for approval under the direction of the following:



3/25/2024

Noel Castillo, P.E.
Chief Flood Control Engineer

Date



3/21/2024

Mervat Mikhail, P.E.
Deputy Director

Date



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



3/13/2024

David Drake, P.E.
Chief Design Engineer

Date



TABLE OF CONTENTS

Notice to Bidders	NB-1
Special Provisions	SP-1

DIVISION I GENERAL PROVISIONS

Section 1. General	SP-2
Section 2. Bidding	SP-5
Section 3. Contract Award and Execution	SP-9
Section 4. Scope of Work	SP-13
Section 5. Control of Work	SP-15
Section 6. Control of Materials	SP-26
Section 7. Legal Relations and Responsibility to the Public	SP-27
Section 8. Prosecution and Progress	SP-38
Section 9. Payment	SP-43

DIVISION II GENERAL CONSTRUCTION

Section 10. General	SP-47
Section 11. Welding	
Section 12. Temporary Traffic Control	SP-52
Section 13. Water Pollution Control	SP-57
Section 14. Environmental Stewardship	SP-69
Section 15. Existing Facilities	SP-93
Section 16. Temporary Facilities	

DIVISION III EARTHWORK AND LANDSCAPE

Section 17. General	SP-100
Section 18. Dust Palliatives	
Section 19. Earthwork	SP-102
Section 20. Landscape	

Section 21. Erosion ControlSP-109
Section 22. Finishing RoadwaySP-110

DIVISION IV SUBBASES AND BASES

Section 23. General
Section 24. Stabilized SoilsSP-111
Section 25. Aggregate Subbases
Section 26. Aggregate BasesSP-114
Section 27. Cement Treated Bases
Section 28. Concrete Bases
Section 29. Treated Permeable Bases
Section 30. Reclaimed Pavement
Section 31. Reserved
Section 32. Reserved
Section 33. Reserved
Section 34. Reserved
Section 35. Reserved

DIVISION V SURFACINGS AND PAVEMENTS

Section 36. General
Section 37. Bituminous Seals
Section 38. Reserved
Section 39. Asphalt ConcreteSP-115
Section 40. Concrete Pavement
Section 41. Existing Concrete Pavement
Section 42. Groove and Grind Concrete
Section 43. Interlocking Articulating Concrete Block (ACB) System
Section 44. Reserved

DIVISION VI STRUCTURES

Section 45.	General	
Section 46.	Ground Anchors and Soil Nails	
Section 47.	Earth Retaining Systems	
Section 48.	Temporary Structures	
Section 49.	Piling	
Section 50.	Prestressing Concrete	
Section 51.	Concrete Structures.....	SP-116
Section 52.	Reinforcement	SP-128
Section 53.	Shotcrete	
Section 54.	Waterproofing	
Section 55.	Steel Structures	
Section 56.	Overhead Sign Structures, Standards, and Poles	
Section 57.	Wood and Plastic Lumber Structures	
Section 58.	Sound Walls	
Section 59.	Structural Steel Coatings	
Section 60.	Existing Structures	

DIVISION VII DRAINAGE FACILITIES

Section 61.	General	
Section 62.	Reserved	
Section 63.	Reserved	
Section 64.	Plastic Pipe	
Section 65.	Concrete Pipe	SP-129
Section 66.	Corrugated Metal Pipe	
Section 67.	Structural Plate Culverts	
Section 68.	Subsurface Drains	
Section 69.	Overside Drains	
Section 70.	Miscellaneous Drainage Facilities	

Section 71. Existing Drainage Facilities.....SP-130

DIVISION VIII MISCELLANEOUS CONSTRUCTION

Section 72. Slope ProtectionSP-131

Section 73. Concrete Curbs and Sidewalks

Section 74. Pumping Equipment and Controls

Section 75. Miscellaneous MetalSP-133

Section 76. Wells

Section 77. Local InfrastructureSP-134

Section 78. Incidental Construction

Section 79. Reserved

Section 80. FencesSP-139

DIVISION IX TRAFFIC CONTROL DEVICES

Section 81. Miscellaneous Traffic Control Devices

Section 82. Signs and Markers

Section 83. Railings and Barriers

Section 84. Markings.....SP-142

Section 85. Reserved

DIVISION X ELECTRICAL WORK

Section 86. Reserved

Section 87. Reserved

Section 88. Reserved

DIVISION XI MATERIALS

Section 89. Aggregate

Section 90. Concrete

Section 91. Paint

Section 92. Asphalt Binders

Section 93. Reserved

- Section 94. Asphaltic Emulsions
- Section 95. Epoxy
- Section 96. Geosynthetics
- Section 97. Reserved
- Section 98. Reserved

DIVISION XII BUILDING CONSTRUCTION

- Section 99. Building Construction

EASTERN VALLEY MUNICIPAL WATER DISTRICT	SP-143
Permits and Agreements	Brown Pages
Standard Plans and Special Drawings.....	Green Pages
General Prevailing Pages.....	Blue Pages
Proposal.....	P-1
Contract (with attachments).....	1 of 16

NOT FOR BID

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the San Bernardino County Flood Control District, will receive sealed proposals until:

10:00 A.M., THURSDAY, XXXXXXXX XX, 2024

in the building of:

San Bernardino County Flood Control District
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 also 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. For more information, please see <http://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/> or by **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 Flood Control District (District) at 825 East 3rd Street San Bernardino, CA 92415 at which time the bids will be publicly opened and declared via video and teleconference via gotomeeting.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePro for further login information for the following Project:

**ELDER CREEK CHANNEL IMPROVEMENTS
FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD**

LENGTH: 2,100 Feet
WORK ORDER: F01911
AREA: City of Highland
SYSTEM NO.: 3-201-1C

The work, in general, consists of in general demolition of existing rectangular concrete channel and reinforced concrete box culverts; constructing concrete rectangular channel and reinforced concrete box culverts; procurement and installation of precast concrete box sections; installation of temporary shoring; grading; asphalt concrete paving; rock placement, fence removal and fence installation, utility relocation; and doing other work appurtenant thereto.

It shall be the responsibility of the bidder to investigate and be satisfied as to the conditions to be encountered, and scope of work to be performed, including review of the *Updated*

Geotechnical Report and Plan Review, Proposed Elder Creek Channel Upgrade, San Bernardino County Flood Control District, From Old Greenspot Road to the Confluence With Plunge Creek, City of Highland, California, prepared by Leighton Consulting, Inc., Project No. 12315.001, dated April 30, 2019.

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.

NOT FOR BID

**A non-mandatory pre-bid meeting is scheduled for
10:00 A.M., WEDNESDAY, XXXXXXX XX, 2024**

To be held via video and teleconference via gotomeeting.com using meeting ID 434-769-549. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting. 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 BID DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE DISTRICT OR (ePRO) <https://epro.sbcounty.gov/bso/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. 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. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications published by Caltrans may be reviewed and may be reviewed at the District located at 825 East 3rd Street, Room 147, San Bernardino, California or at the following websites: <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 Flood Control District 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. Bids shall be valid for 60 calendar days after the bid opening date. 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 Standard Specifications, "day" means "24 consecutive hours running from midnight to midnight; calendar day". The Contractor is allotted **200 WORKING DAYS** to complete the work after which **\$10,000 of LIQUIDATED DAMAGES** will be assessed per working day until completion.

The **Plans and Special Provisions** may be obtained at no cost by visiting <http://epro.sbcounty.gov\bso>

QUESTIONS: Bidders must submit all questions in writing by e-pro, mail, or e-mail. The deadline for bidder questions is **4:00 P.M. on FRIDAY, XXXXXX XX, 2024.**

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required herein.

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. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

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 San Bernardino County's Electronic Procurement Network (ePro) system. THIS SYSTEM REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE DISTRICT.

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. The pre-bid meeting may include information about the ESBE Program.

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

PREVAILING WAGES: Pursuant to Section 1773 of the Labor Code, the general prevailing rates of wages in 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 District 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.

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 of 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 one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(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.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(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 (i) 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 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 District.

BUILD AMERICA BUY AMERICA (BABA): This project is subject to the [Build America Buy America Act](#), enacted by section 70911 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.
- o, 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 District 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 District 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 Contractor's off-road diesel-fueled fleets comply with CARB regulations. Section 2449(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. 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. 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.

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.

y, 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., Chief Flood Control Engineer
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT



By:

ANDY SILAO, P. E., Chief
Contracts Division

DATE: _____ **XXXXXXXXXXXXXXXXXX** _____

NOT FOR BID

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
SPECIAL PROVISIONS FOR CONSTRUCTION ON
ELDER CREEK CHANNEL IMPROVEMENTS
FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD**

LENGTH: 2,100 Feet
WORK ORDER: F01911
AREA: City of Highland
SYSTEM NO.: 3-201-1C

ORGANIZATION

Special provisions are under headings that correspond with the main section headings of the Caltrans *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS

AA

1 GENERAL

Delete paragraph 9 of section 1-1.01.

Add the following paragraph to section 1-1.01.

The Notice to Bidders is incorporated into these Special Provisions by this reference.

Revise or Add the following paragraphs to section 1-1.07B.

awarding authority: Authorized body or officer that awarded the public works contract.

bid item list: Schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.

bidder: Any person or entity making an offer or proposal to provide goods and/or services to the Department.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to METS website:

<https://dot.ca.gov/programs/engineering-services/california-test-methods>

consultant: Person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions, or other entities who provide expert, professional assistance to the Department under a contract.

contract: 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.

contractor: Any person, sole proprietorship, partnership, association, corporation, joint venture, institution, or other entity which is a party to a contract.

Day: 24 consecutive hours running from midnight to midnight: calendar day.

Department: The contract's awarding body, the San Bernardino County Flood Control District (District), as indicated on the Contract.

engineer: Head of the Department, as defined above, acting either directly or through properly authorized agents, engineers, assistants, inspectors, and superintendents acting severally within the scope of the particular duties delegated to them.

engineer's estimate: List of estimated quantities of work to be performed as contained in the contract documents.

estimated cost: Estimated cost of the project.

holiday: Holidays shown in the following table:

Holiday

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

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.

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

labor surcharge and equipment rental rates: Caltrans publication that lists labor surcharge and equipment rental rates.

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 Department pursuant to the indicated conditions.

minority: Same as defined in Public Contract Code section 2051(c).

offices of structure design (OSD): engineer

procurement: 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.

proposer: bidder

public works contract: Agreement to perform the work described in Public Contract Code section 22002.

purchase: Method of procurement which results in an order for materials, supplies, goods, equipment, systems, or services.

purchase order: Contract which is used to order supplies, equipment, goods, systems, or services.

purchasing agent: Director of the Purchasing Department.

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.

state: The Department, as defined above.

subcontractor: Individual or business firm contracting to perform part or all of another's contract.

Work Hours/Days: The project site work hours are from 7:00 a.m. to 4:30 p.m. Monday through Friday. No work is allowed on weekends or holidays.

Delete section 1-1.08.

Delete section 1-1.11.

Replace section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the Department, as specified in the Contract.

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2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

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

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

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in these Special Provisions, through the Purchasing Department's procurement (ePro) system.

Replace the 7th paragraph of section 2-1.12B(1) with:

This Project does **not** require DBE goals.

Replace Section 2-1.12 (B)(1) through B(3) with:

2-1.12B(1) through B(3) "RESERVED"

Replace section 2-1.15 with:

2-1.15 RESERVED

Replace section 2-1.18 with:

2-1.18 RESERVED

Replace section 2-1.27 with:

2-1.27 RESERVED

Replace section 2-1.31 with:

2-1.31 RESERVED

Replace section 2-1.33 with the following:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.34A ePRO

Bids must be received by the designated date and time. An electronic bid can be submitted through the Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/>. 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. If the 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 the Purchasing Department at Jillian.Cole@pur.sbcounty.gov or at (909) 387-3373.

NOTE: If sending the bid or bid bond to the DISTRICT 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 Department’s mail room then distributed to the DISTRICT. This can cause a delay in the receipt of bids. The District is not responsible for any delays caused by mail service to a different Department location. It is Bidder’s responsibility to ensure bids and bid bonds are received at the San Bernardino County Flood Control District, 825 East 3rd Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.

Delete section 2-1.33B

Add section 2-1.33B(1)

2-1.33B(1) General

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Replace section 2-1.34 with:

2-1.34 BIDDER’S SECURITY

- All bids/proposals shall be presented either under sealed cover or submitted through the 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 San Bernardino County Flood Control District.
- 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.

If the bid is submitted through the ePro, the 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 "ELDER CREEK CHANNEL IMPROVEMENTS" and the name of the bidder clearly marked on the outside, to: San Bernardino County Flood Control District, 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 envelope shall be considered nonresponsive. Bidder's attention is directed to Section 2-1.33, "BID DOCUMENT COMPLETION AND SUBMITTAL," of these Special Provisions for further details.

Replace section 2-1.43 with

2-1.43 BID OPENING

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 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 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 section 2-1.46 with:

2-1.46 DEPARTMENT'S DECISION ON BID

The decision by Board of Supervisors (or if informally bid, with the Chief Executive Officer) on the bid amount is final.

The Board of Supervisors (or if informally bid, with the Chief Executive Officer) may reject:

1. All Bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control or management with any other entity submitting a bid on the project.

Proposals may be rejected as non-responsive 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 as non-responsive if there are erasures or irregularities of any kind.

Replace section 2-1.47 with:

2-1.47 BID RELIEF

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

NOT FOR BID

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3 CONTRACT AWARD AND EXECUTION

Replace 3-1.02B 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.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1 (shown in section 7-1.02K(2)), 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.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

The award of the Contract, if it is 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.

Bid Protest: Any prime bidder submitting a bid directly to the Department for this Project may file a protest of the Department'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 and received physically by the San Bernardino County Flood Control District, 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 Department's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the ability to protest. Untimely protests will not be accepted or considered.
2. 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. Materials submitted after the bid protest deadline will not be considered. 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. A copy of the protest and all supporting documents will be provided to the protested bidder. The protested bidder may submit a written response to the protest within three business days. The response must include all supporting documentation. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest.

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.

Replace section 3-1.07 with:

3-1.07 RESERVED

Replace section 3-1.08 with:

3-1.08 RESERVED

Replace section 3-1.11 with:

3-1.11 RESERVED

Replace Section 3-1.13 with:

3-1.13 RESERVED

Replace section 3-1.18 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 BUSINESS DAYS** after receiving those documents for execution.

Failure of the successful bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the Bidder's Security. The successful bidder may file with the Department 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.

3-1.20 CONFLICT OF INTEREST

The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the Department. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. Contractor shall make all reasonable efforts to ensure that no Department officer or employee, whose position in the Department 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 3-1.21.

3-1.21 FORMER COUNTY OFFICIALS

The Contractor must provide information on former County of San Bernardino 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 non-responsive.

Add section 3-1.22.

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES

3-1.22A General

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.

Add section 3-1.23.

3-1.23 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 3-1.23.

3-1.23 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.dfs.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 District.

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:

The project consists of in general demolition of existing rectangular concrete channel and reinforced concrete box culverts; constructing concrete rectangular channel and reinforced concrete box culverts; procurement and installation of precast concrete box sections; installation of temporary shoring; grading; asphalt concrete paving; rock placement, fence removal and fence installation, utility relocation; and other items or details not mentioned above that are required by plans, Standard Specifications and these Special Provisions and other work appurtenant thereto.

Add to Section 4-1.06A, General

Supplemental Work – (Unforeseen Differing Site Conditions Associated with Subgrade Stabilization, utility conflicts, and/or repairs due to storm events) 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 utilities. Extra work addressed under the provisions of this section will be work as 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 utility conditions that differ materially from those indicated in the contract; or unknown utility 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.

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 sections 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.

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.

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 (Unforeseen Differing Site Conditions Associated with Subgrade Stabilization, Utility Conflicts, and/or Repairs due to Storm Events)**", and no separate payment will be made therefor. The bid amount specified for "Supplemental Work at Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)" is to be considered as a conditional allowance for budgetary and

bidding purposes only. Any payments shall be determined upon direction and approval of applicable force account work by the Engineer, in his or her sole discretion.

NOT FOR BID

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5 CONTROL OF WORK

Delete paragraph 9 of section 5-1.01.

Replace paragraph 6 of section 5-1.09A with:

The Caltrans's *Field Guide to Partnering on Caltrans Construction Projects* is available to the project team as a reference. This guide provides structure, context, and clarity to the partnering process requirements. For the guide, go to the Caltrans's Division of Construction website.

Replace item 1 of paragraph 1 of section 5-1.09B with:

1. Select a partnering facilitator that offers the service of a monthly partnering-evaluation survey with a 5-point rating and agrees to follow the Caltrans's *Partnering Facilitator Standards and Expectations* available at the Caltrans's Division of Construction website

Replace paragraph 3 of section 5-1.09C with:

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Caltrans's *Field Guide to Partnering on Caltrans Construction Projects*.

Replace section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit your request in writing to the Department Engineer. The Department 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 Department accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholdings described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

Replace paragraph 6 of section 5-1.13A 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, 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. You are responsible for having any noncompliance corrected. Payment for subcontracted work involved will be

withheld from progress payments due, or to become due, until correction is made. Your failure to have each subcontract 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.

Add the following after the first paragraph of section 5-1.13B(1).

All Department contracts, agreements, and purchase orders shall contain the following clause: Contractor agrees that the Department has the right to review, obtain and copy all records pertaining to performance of the contract. The Contractor agrees to provide the Department with any relevant information requested and shall permit the Department access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor shall maintain records for a period of at least three (3) years after final payment under the contract.

Replace section 5-1.13C with

5-1.13C RESERVED

Replace section 5-1.13D with

5-1.13D RESERVED

Add the following paragraph to section 5-1.20B (1):

Allow personnel from any regulatory agency to enter the project site and view related records to any PLAC at any time to verify compliance with PLACs.

The Contractor must comply with all requirements of documents contained in Brown pages of these Special Provisions which are applicable during construction.

The Contractor must obtain construction permit(s) as required for all work within the County of San Bernardino and the City of Highland jurisdictions prior to the construction. The Contractor must submit a copy of insurance policy certificate and conform to the permit requirements in performance of work on this project.

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

Replace paragraph 4 in section 5-1.23A with the following:

Each sheet of a submittal must include the Department's work order number.

Add to Section 5-1.26, Construction Surveys

The Department will provide surveying and construction staking required for the construction of this project as determined by the Engineer, or his authorized representative. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor, not in conformance with usual and customary practices, and for replacement stakes lost as a result of the Contractor's operations will be the responsibility of the Contractor.

The cost of said additional surveying shall be deducted from the Contractor's progress payments. The Contractor must make all requests for construction stakes in writing at least forty-eight (48) hours in advance of the day survey is required to commence.

Delete paragraphs 2 through 5 in section 5-1.27E.

Add to Section 5-1.32, Areas for Use

The Contractor will be responsible for locating and making all arrangements necessary to obtain and secure an adequate construction yard and/or staging area for his operations.

All operations of the Contractor (including storage of materials) upon District's right-of-way must be confined to areas authorized or approved by the Engineer, or his authorized representative, and the Biological Monitor. The Contractor must hold and save the County and District, its officers, and agents, free and harmless from liability of any nature occasioned by his operations.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer, or his authorized representative and must be built with labor and materials furnished by the Contractor without expense to the District. Such temporary buildings and utilities will remain the property of the Contractor and must be removed by the Contractor at the Contractor's expense upon the completion of the work.

The Contractor must use only established roadways or construct and use such temporary roadways as may be authorized by the Engineer, or his authorized representative. Permits or written consent from other agencies may be required and will be the responsibility of the Contractor. Where materials are transported in the prosecution of the work, vehicles must not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbing or sidewalks, the Contractor must provide protection against damage. Any damaged roads, curbing, or sidewalks must be repaired by or replaced at the expense of the Contractor.

The Contractor must submit plans of such storage area to the Engineer, or his authorized representative, for review five (5) working days prior to starting construction of the storage area.

All construction yards and/or staging areas must be restored to their original conditions as directed by the Engineer, or his authorized representative, at no additional cost to the District.

Payment for all items covered in this section shall be included under "Bid Items" in the contract amount paid lump sum for "**Mobilization**" of these Special Provisions and no additional compensation will be allowed therefor.

Replace Reserved in section 5-1.36C(2) with

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) 1-800-422-4133.

The following utility/municipal agencies have facilities within the limits of the subject project:

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / FAX</u>
East Valley Water District	Jason Wolf (Sr. Engr.) JWolf@eastvalley.org	(909) 888-8986
	Rocky Welborn RWelborn@eastvalley.org	(909) 888-8986
Charter/Spectrum	David Anderson (Const. Supr.) David.Anderson@charter.com	(951) 406-1606
AT&T	Jeff Woods (Route Engr.) jw3624@att.com	(951) 470-5034
Southern California Edison	Susan D'Amico (PM) damicosm@sce.com	(909) 580-0826
	Robbie Thomas (PM) Robbie.Thomas@sce.com	(909) 660-0407
Frontier Communications	Bill Kearns (Mngr. Network Engineering & Operations) willam.kreans@ftr.com	(760) 778-3620 (O) (760) 475-3745 (C)
Southern California Gas Co.	Dave Caseltellanos (Lead Planning Associate) DCastelanos@socalgas.com	(909) 335-7508 (213)231-7875
CenturyLink/Time Warner Cable	Robert Farrell (OSP Engr.-Global Field Services) robert.a.farrellh@centurylink.com	(909) 456-3647
Crown Castle /Wilcon /Wilshire Connection, LLC.	David Antol (Utility Coordinator) fibe.dig@crowncastle.com	(724) 416-2180 (O) (888) 632-0931, Opt. 2
San Bernardino Valley Municipal Water District	Wen Huang (Chief Engr.) wenh@sbvmwd.com	(909) 387-9223 (D) (909) 435-8418 (C)
Bear Valley Mutual Water Company	Bob Martin (General Manager) Remartinpe@gmail.com	(909) 793-4901
Metropolitan Water District	John Osornia (Distribution Mngr.) josornia@mwdh2o.com	(951) 710-5570

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / FAX</u>
Terradex, Inc.	Keith Hopper (Data Operations Manager) keith@terradox.com	(650) 227-9254

The initial written utility notification and preliminary plans were sent to utility agencies on April 20, 2018, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated with construction. The Contractor is to allow appropriate working day windows for each relocation:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
East Valley Water District	<p>Intersection of Merris Street and Elder Creek channel traversing westerly. Affixed to the north end of an existing box culvert. Sta. 21+67 +/-.</p> <p>Intersection of Abbey Way at Elder Creek channel, traversing westerly. Affixed to the north end of an existing box culvert. Sta. 16+18 +/-.</p> <p>East of the center line of Elder Creek Channel, south of Old Greenspot Road, and west of Tyler Street.</p>	<p>3" ASP Waterline.</p> <p>12" dia. DIP waterline.</p> <p>Fire hydrant and the associated water line to be relocated by EVWD.</p>
AT&T	<p>Crosses the north easterly edge of the channel's transition ramp located along Old Greenspot Road, east of the centerline at Tyler Street.</p>	<p>Slurry encased 50 twisted pair Communication cable. Top of Slurry measured to a depth of approx. .006'. Actual depth of cable to be determined via contractor potholing. See Special Provisions for pothole allocation.</p>
Southern California Gas Company	<p>North of the centerline of Old Green Spot Road, west of Tyler Street centerline.</p>	<p>3" dia. abandoned gas line to be removed along Old Green Spot Road from a 2' stub end located west of the centerline at Tyler Street. See SBCFCD Dwg. P-3, Sht. 6 of 29, Detail "A".</p>

UTILITY PROTECTION

Protection of the following utility facilities will require coordination with the Contractor's operations:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
East Valley Water District	The intersection of Old Greenspot Road and Elder Creek, in the City of Highland, CA. Sta. 29+92 +/-	8" waterline connected to an 8" spool piece that is connected to an 8" gate valve that is connected to an 8"x6" Tee. The 8"x6" Tee has a 6" gate valve connected to its' southern leg and an 8" flanged adapter connected to its' east leg. See Drawing Number D-11-96, Sheet 1 of 2.
Southern California Gas Co.	<p>North of the centerline of Merris Street, east of Ypsilantha Street westerly property line.</p> <p>Traversing southwest at approx. 45° to a point 50' from the southern property line of Old Greenspot Road to a point; continuing south, parallel and east of the property line of Tyler Street.</p> <p>Parallel and south of Old Greenspot Road center line at approximate Sta.29+82.11.</p>	<p>2" dia. gas line projects 25' east of Ypsilantha Street's west property line, where it terminates into an end cap. A 100 ft. gap separates one end cap with another end capped 2" dia. Gas line that continues in an easterly direction.</p> <p>2" dia. gas line.</p> <p>4" dia. gas line crosses northern section of channel transition ramp in a E/W direction at approx. El.1327.80</p>
Frontier Communications	Crossing over the path of Elder Creek along Old Greenspot Road at Tyler Street.	Aerial copper lines

Southern California Edison	North of Abbey Way, west of Church Avenue and the Elder Creek.	Three (3) Power poles.
Charter/Spectrum	Aerial Fiber and coax lines traverse parallel with Old Greenspot Road in a westerly direction where the aerial coax—cable only intersects at Ypsilantha Street, Tyler Street, and Cortez Street. Both aerial fiber and coaxial lines traverse southerly along the eastern side of Church Street towards Abbey Way where the aerial fiber line--only turns 90° and continues westerly. Aerial coax line traverses easterly from the intersection of Church Street at Merris Drive, intersecting with the aerial coax lines at the intersections of Tyler Street, Cortez Street, and East Street.	Aerial Fiber optic coaxial and Lines.
Metropolitan Water District	Approx. 50' south of Abbey Way's Street R/W to centerline of Feeder line. West of Elder Creek Channel, South west of Abbey Way	20' dia. DIP Feeder line, approx..25' below existing ground--either side of channel. MH w/ Air lease valve.

NOT FOR BID

HIGH RISK UTILITIES

The following utility facilities are “HIGH RISK” facilities:

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
AT&T	Crosses the north easterly edge of the channel’s transition ramp along Old Greenspot Road at approx. Sta, (29+93 +/-); east of the centerline at Tyler Street	Slurry encased 50 twisted pair Communication cable crosses the north easterly edge of Elder Creek Channel’s transition ramp at Old Greenspot Road, east of the center line of Tyler Street. Top of slurry measured to a depth of approx..0.6.’ Actual depth of cable to be determined via contractor probing. See Special Provisions for pothole allocation.
Southern California Gas Co.	Parallel and south of Old Green Spot Road at approximately Sta 29+82.11.	4” dia. gas line crosses northern section of channel transition ramp in an east westerly direction at approx. El.1327.80.

NOT FOR BID

- Due to a high-risk nature of AT&T's subterranean communications utility, contractor shall contact AT&T's Route Engineer to coordinate relocation or conflict avoidance efforts prior to construction along Tyler Road at Old Greenspot Road.
- Due to the high-risk nature of Southern California's subterranean 4" diameter gas line utility, contractor shall contact SCG's Lead Planning Associate to coordinate relocation or conflict avoidance efforts prior to construction south of the centerline of Old Greenspot Road at Tyler Street.
- The contractor shall notify all listed utility companies at least **two weeks** prior to start of work.
- If necessary, the contractor shall provide a 3-day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

The Contractor must notify all above utility companies regarding construction schedule **two weeks** prior to start of work.

If necessary, Contractor shall provide 3-day window, per agency, during construction for any unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

The Contractor must notify **Underground Service Alert** at 1-800-442-4133, or 811, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

The Contractor must protect existing valve cans in place and raise those that are adjustable to finished grade during paving operations. The Contractor will be solely responsible for coordination of valve can adjustments with utility owners, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade and manhole adjustments with utility owners.

The Contractor will be responsible for protecting the utilities in place as called out on the plans, these Special Provisions, and as required by utility owners; including providing and designing systems of support for utilities located within the trench excavation and also the arrangements with utility owners for adjustment or relocation of utility facilities to match lines and grades of finished work. The methods for supporting utility poles, if needed, must conform to the requirements of the owner for each utility affected. It is the responsibility of the Contractor to determine what these requirements are prior to submitting their bid on the project.

Surplus excavated material incidental to the protection of utilities must be disposed of **outside of the project right-of-way**.

The contract price paid lump sum for "**Locate and Protect Existing Utilities**," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work required as specified in the Plans and these Special Provisions, and as determined by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor. Any damage to the existing utilities and appurtenances caused by the Contractor must be repaired or replaced in kind at the Contractor's expense.

Replace item 2 in the fourth paragraph of section 5-1.43A with

2. Bar to pursue the claim in a court of law.

Replace section 5-1.43E, "Alternative Dispute Resolution," with the following:

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 District and the Contractor shall be resolved in accordance with Public Contract Code section 9204, 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 District 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.

Replace section 5-1.43F, "Reserved," with the following:

5-1.43F 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 THE DEPARTMENT, 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 DEPARTMENT:

**Risk Management Division
222 W. Hospitality Lane, 3rd Floor
San Bernardino, California 92415-0016**

A copy of the District's standard claim form may be accessed at the Risk Management Division during normal business hours or may be downloaded at <https://www.sbcounty.gov/riskmanagement>.

Venue for any such litigation concerning this Project or Agreement shall be in the Superior Court of California, County of San Bernardino, 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.

NOT FOR BID

AA

6 CONTROL OF MATERIALS

Replace section 6-1.04A with:

Section 6-1.04 RESERVED

Replace section 6-1.04B with:

6-1.04B RESERVED

Delete paragraph 5 from section 6-2.01A.

Replace section 6-2.01B with:

6-2.01B RESERVED

Replace section 6-2.01C with:

See Division IX for approved traffic control devices and signaling equipment.

Replace section 6-2.01D with:

6-2.01D RESERVED.

NOT FOR BID

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

During the term of the Contract, the 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 paragraph of section 7-1.02K (2) with:

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the County of San Bernardino 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>). The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the District Contracts Division Office (address identified above) and shall be made available to any interested party on request.

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.

NOT FOR BID

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 work 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 non-responsive, 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 one of the following:
 - (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
 - (ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (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.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (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/>.

Delete paragraphs 6 through 10 in section 7-1.02K (3).

Add the following at the end of section 7-1.02K(3):

Additionally, 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.

Add the following to the 17th paragraph of section 7-1.04:

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. 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 the 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 the 2nd paragraph of section 7-1.04 with:

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

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.
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the

protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day.

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 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

Add the following to the 25th paragraph of section 7-1.04:

Type K temporary railing must conform to the provisions in Section 12-3.08, "Type K Temporary Railing," of the Standard Specifications. Type K temporary railing, conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The locations of Type K temporary railing shall be shown on Traffic Control Plans for review and approval by the Engineer. The Contractor must comply with the Traffic Control System section elsewhere in these Special Provisions.

Contractor may propose to the Engineer an alternative to the use of Type K temporary railing 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 7-1.05A "General" of these Special Provisions.

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 after the 26th paragraph of section 7-1.04:

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 with:

7-1.05A General

For the purposes of this indemnification section, the term "Department" shall refer to both the San Bernardino County Flood Control District and the San Bernardino County.

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 the Department) (even if the allegations are false, fraudulent, or groundless), and hold harmless the Department and its authorized officers, employees, agents and volunteers ("Indemnitees") from and against any and all claims (including claims against the Department 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 Department 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 Department 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 Department. The Contractor's obligation to defend the Department 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 Department unless the Department 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 the 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:

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.

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 and City 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 any way 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 insurance shall cover liability, including, but not limited to, that arising from:

- (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 shall 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 District as well as any other entities named herein as additional insureds. The Contractor shall monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

Delete section 7-1.07B.

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8 PROSECUTION AND PROGRESS

Add to Section 8-1.01, General

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.

1. **First Order of Work** – The Contractor shall obtain encroachment Permit(s) from the City of Highland per applications attached elsewhere in Brown Pages section in these Special Provisions. The City does not authorize work within their jurisdiction without permit. The San Bernardino County Flood Control District is the Lead Agency for this project.
2. **Second Order of Work** – The Contractor shall install the Portable Changeable Message Signs (PCMS) at locations specified in these Special Provisions and as directed by the Engineer.
3. **Third Order of Work** – The Contractor shall inform the Engineer of a construction start date to allow the County-qualified biologist five (5) days prior to construction to complete a preconstruction nesting bird survey.
4. **Fourth Order of Work** – The Contractor shall request the District Surveyors to conduct a monument review to facilitate preservation of existing monuments. Attention is directed to Section 5-1.36D, "Survey Monuments," of the Standard Specifications.
5. **Fifth Order of Work** – The Contractor shall post truck entering and exiting signs at least two (2) days prior to the start dates at locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise of truck entering and exiting dates.
6. **Sixth Order of Work** – The Contractor shall prepare a Quality Control Program (QCP) that outlines the quality control testing to complete the entire project in the field and at the plant. The QCP will be reviewed and approved by the Engineer. The QCP must conform with Section 5-1.01, "General," Section 19-5.03, "Construction," Section 39-2.01A, "General," District QCP, and other sections of the Caltrans 2018 Standard Specifications. The contract lump sum price paid for "**Quality Control Program**" shall include the furnishing of these plans, service, equipment, and work.

Attention is directed to the following Sections: Supplemental Work at Supplemental Work At Force Account (Unforeseen Differing Site Conditions Associated Subgrade Stabilization, utility conflicts, and/or repairs due to storm events), Public Safety, Portable Changeable Message Signs, Traffic Control System, and Earthwork found elsewhere in these Special Provisions.

Nothing in these Special Provisions shall relieve the Contractor of his responsibility to comply and conform with the requirements as stipulated in these Special Provisions.

Except Fourth Order, full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or 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 therefore.

Add to Section 8-1.02, Schedule

The Contractor must submit a practicable plan and progress schedule for pursuing the work, for approval by the Engineer within 20 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time. The Contractor may furnish the schedule on a form of the Contractor's choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, the Engineer will also furnish to the Contractor, on request, on or before the last day of each month a copy of the form showing the status of work actually completed during the preceding estimate period. The schedule must show the order in which the Contractor proposes to carry out the work, implementation of construction protection/diversion and control of water, 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 must be consistent in all respects with the time and order of work requirements of the contract. Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

The schedule must be updated and revised monthly, showing any changes made to the original schedule. The Contractor must furnish the Engineer with the revised schedule five (5) working days before the first of each month prepared.

The Contractor is required to schedule the work so that any storm or other water encountered may proceed without obstruction. The threat of substantial flood runoff in the project area is during the period from approximately October 15th to April 15th each year. The potential for severe flooding is reduced but not eliminated during the period from approximately April 15th to October 15th each year. The Contractor must base the order of work on the flood potential described in this section and in Section "Construction Protection, Diversion, and Control of Water" elsewhere in these Special Provisions.

The Contractor is responsible for protecting everything that is under construction and that has been constructed as part of this project from flooding and erosion. The Contractor's activities cannot damage any upstream or downstream property owners.

If the Contractor is unable to complete the work that he has begun, as stipulated within the approved plan, they must submit an alternative plan, proper implementation of which in the opinion of the Engineer will adequately protect the structural integrity of the work and public safety. This plan is subject to a 2-week review period by the Engineer. The Contractor must implement it within the specified calendar dates.

All construction and testing of the new facility must be completed within the number of working days as stipulated in Section 4 of these Special Provisions.

Replace section 8-1.02C(3)(a) with

Submit a description of your proposed schedule software for authorization.

Software must be compatible with the current version of the Microsoft Windows operating system in use by the Engineer.

Provide the Engineer access for two users to the authorized schedule software or cloud-based solution.

Any proposed schedule software must be capable of:

1. Generating a pdf output showing all project information
2. Comparing 2 schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties
3. Generating files that can be imported into www.smartsheet.com

Replace Section 8-1.02D with:

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in preparing, furnishing, and updating Critical Path Method (CPM) progress schedules and instructing and assisting the Engineer in interpretation and clarification of CPM submittals, including those required in relation to approved changes to the contract, as specified in the Standard Specifications and these Special Provisions shall be considered as included in the price lump sum for “**Project Progress Schedule (Critical Path)**” and no additional compensation will be allowed therefor.

Replace 1st paragraph of section 8-1.03 with

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference.

The following documents are due at the pre-construction conference, unless otherwise directed by the Engineer:

1. Baseline schedule,
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 Plan,
8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), as applicable,
9. Traffic Control Plan,

10. Proof of approved permits, if applicable,
11. List of personnel assigned to the project,
12. Emergency contact list,
13. List of Equipment to be Used, and
14. Any other information deemed necessary by the Engineer.

Failure to provide the required submittals within the time frame specified may subject the Contractor to being charged working days for each and every day after the submittal due date.

Replace 8-1.04A with

8-1.04A General

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 Engineer will issue a Notice to Proceed, after approval of the Contract. No job site activities are authorized prior to issuance of the Notice to Proceed with construction.

Replace 8-1.04B 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. Start jobsite activities **within 15 working days** after issuance of the Notice to Proceed with Construction. The first working day will be counted as the first day of job site activities or the 5th working day after the issuance of the Notice to Proceed with Construction, whichever occurs first.

The Department does not adjust time for starting before the First Working Day.

Diligently prosecute the work to completion before the expiration of the number of working days listed in the Notice to Bidders.

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

TWO HUNDRED (200) 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.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 work location, 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 District the sum of

TEN THOUSAND DOLLARS (\$10,000.00) PER DAY

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

Replace the third and fourth paragraphs of 8-1.10A with:

The Contractor shall pay the Department the amount listed in the Notice to Bidders for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

NOT FOR BID

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

Replace section 9-1.07 with:

9-1.07 RESERVED

Add the following paragraphs to section 9-1.16

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 District 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 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 Material 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 Pub Cont 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 District 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, the 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.

NOT FOR BID

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DIVISION II GENERAL CONSTRUCTION

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10 GENERAL

Add to Section 10-1.01, General

All work shall be done in substantial conformance to the improvement plans, the Standard Specifications of the State of California, Department of Transportation, the Standard Plans found in the Special Provisions and these Special Provisions.

1. The Contractor performing work on this project must familiarize themselves with the site and will be solely responsible for any damage to existing facilities or dwelling resulting directly or indirectly from its operations, whether or not shown on the improvement plans.
2. The project site work hours are from 7:00 a.m. to 4:30 p.m. Monday thru Friday. No work is allowed on weekends or holidays.
3. No work will be allowed in the area of East Highland Village neighborhood from November 22, 2024, to January 6, 2025, the area is from Elder Creek Improvement Plans from Station 24+16, 270' north of Merris Street to Station 28+87 at Old Greenspot Road.
4. Upon receiving the notice to proceed, the Contractor is required to notify the various utility agencies of its planned activities and must maintain contacts with agencies as necessary.
5. The Contractor must make every effort to minimize disruption to traffic and to residences and/or businesses that could be impacted by the project. The Contractor must also provide necessary assistance to affected parties who need access to their mode of transportation.
6. The Contractor must notify all property owners of road closure conditions and status updates.
7. In the event trash cans are to be rolled away to facilitate construction activities, the Contractor must tag each trash bin with the appropriate address and return the bins to their respective locations.
8. The Contractor is responsible to provide temporary mailboxes and coordinate with the postal service to maintain uninterrupted mail services.
9. During construction, on both access to **Old Greenspot Road** from Greenspot road the Contractor must install two (2) Programmable Changeable Message Sign

(PCMS) one (1) week prior to construction and maintain during construction to alert motorists of the upcoming work and detours.

10. During construction adjacent to public roads, the Contractor shall place temporary fencing (SBCFCD Special Drawing I & II Type CL-6) at the trench when construction activities are not in progress.
11. The Contractor must repair or replace any paving outside the areas shown on the plans for replacement or overlay which is damaged as a result of the Contractor's operations.
12. The Contractor must prepare and deliver notification door fliers to residents two weeks in advance of construction that impacts them. The notifications must include a description of the project and of impacts to the residents, and the dates of the impact. Impacts may include, but are not limited to, disruption of traffic, limitations on vehicular access, interruption of utility services, arrangements for trash and mail service, and advisement of pedestrian access. The notifications must be submitted to the Engineer, or his authorized representative, for approval prior to being delivered.

There may be other requirements shown on the improvement Plans, the Standard Specifications, and these Special Provisions. It is the Contractor's responsibility to familiarize themselves with all of the requirements.

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

Add to Section 10-1.02E, Excavation

This work shall consist of furnishing, implementing, maintaining and removing protective measures for excavation(s) in excess of 5 feet that adequately provide protection from hazards of caving ground, conforming to the provision in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications; Section 6705 of the Labor Code; Section 832 of the Civil Code; Article 6, Subchapter 4, Chapter 4, Title 8 of the California Code Regulations; and these Special Provisions.

Unless otherwise certified in writing by a Geotechnical Engineer or a Registered Civil Engineer with geotechnical experience, soil type for the purposes of designing trench/excavation safety measures shall be considered to be classified in accordance with the attached Geotechnical Report. The Contractor is solely responsible for damages resulting from its failure to prevent collapse or failure of excavations under all load conditions encountered during construction.

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. Provisions in this section pertaining to "increases" shall not apply to increases in trench/excavation safety measures due to changes in the types of soil or other conditions upon which are based designs of such measures, except as provided in Section 4-1.05B, "Work-Character Changes."

Unless otherwise specified, Contractor must obtain, at no additional cost to the District, such licenses, permits, or approvals as may be required from adjacent property owners, and/or owners of easement rights overlying Contractor's work site(s), relating to trench/excavation safety and protection of said owner's property, equipment, or existing facilities from damage arising from caving ground in vicinity of Contractor's excavations(s).

The Contractor is fully responsible for designing, providing, installing, and maintaining adequate shoring systems as necessary and in accordance with "OSHA" requirements to prevent slides or cave-ins and to fully protect from damage all existing improvements of any kind, either on public or private property. The shoring plans must be signed and wet stamped by either a Civil Engineer with expertise in shoring design, or a Structural Engineer, both of whom must be licensed in the State of California. Shoring must be removed before the end of the project.

In making excavations for the project, the Contractor shall be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property as set forth in the "Trench and Excavation Safety/Temporary Shoring" section of these Special Provisions.

Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications requires submittal of an Excavation Safety Plan at least five (5) working days (or **four (4)** weeks for plans which required engineer stamps) before the Contractor intends to begin excavation. Plan must be considered to be amended to comply with any conditions for necessary permits, licenses, or approvals that exceed said requirements, at no additional cost to the District. Trench/excavation safety measures for excavations greater than five (5) feet in depth with side slopes less than 1:1 must be designed and stamped by a California licensed professional Civil or Structural Engineer.

Entities from which licenses, permits, or approvals shall be obtained for this project are: State Department of Industrial Relations and/or Division of Occupational Safety.

Payments for meeting the requirements of this section will be based upon lump sum item price shown in the Contractor's bid. At the Engineer's, or his authorized representative's, sole discretion, linear measure of excavations, volume measure of excavations, or related working days will be used to determine progress and final payments when adequate methods addressed in the Contractor's Trench/Excavation Safety plan have been accomplished and maintained.

The contract price paid lump sum for "**Trench and Excavation Safety/Temporary Shoring**" shall be considered to include conforming to the requirements of this section and furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to investigate soil and other conditions and design, provide, install, maintain, and remove adequate sheet piling, shoring, bracing, lagging, cribbing, piling, shielding, benching and sloping, etc. [or any combination thereof] to maintain safe working conditions and adequate ventilation in and around any otherwise unsupported excavation five feet or greater in depth, necessary to construct the work in accordance with the plans, Standard Specifications, and these Special

Provisions, and in accordance with the Contractor's selected methods of construction and no additional compensation will be allowed therefor.

The contract price paid lump sum for **"Trench and Excavation Safety/Temporary Shoring For 2 Sewer Casings and A 12" DIP Flush Line"** shall be considered to include conforming to the requirements of this section and furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to investigate soil and other conditions and design, provide, install, maintain, and remove adequate sheet piling, shoring, bracing, lagging, cribbing, piling, shielding, benching and sloping, etc. [or any combination thereof] to maintain safe working conditions and adequate ventilation in and around any otherwise unsupported excavation five feet or greater in depth, necessary to construct the work in accordance with the plans, Standard Specifications, and these Special Provisions, and in accordance with the Contractor's selected methods of construction and no additional compensation will be allowed therefor.

The contract price paid lump sum for **"Trench and Excavation Safety/Temporary Shoring 8" Line in Merris Street and 12" Line in Abbey Way"** shall be considered to include conforming to the requirements of this section and furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to investigate soil and other conditions and design, provide, install, maintain, and remove adequate sheet piling, shoring, bracing, lagging, cribbing, piling, shielding, benching and sloping, etc. [or any combination thereof] to maintain safe working conditions and adequate ventilation in and around any otherwise unsupported excavation five feet or greater in depth, necessary to construct the work in accordance with the plans, Standard Specifications, and these Special Provisions, and in accordance with the Contractor's selected methods of construction and no additional compensation will be allowed therefor.

SHORING (TO REMAIN IN PLACE)

This work shall consist of constructing permanent shoring adjacent to the Elder Creek Channel, within the limits shown on the Plans, in order to facilitate the Contractor's construction operations. This work shall conform to the following requirements:

1. The maximum deflection at the top of the shoring system shall not exceed 1 inch.
2. The use of impact or vibratory hammers for the installation of the shoring system is prohibited.
3. The shoring system shall be permanently left in place after construction activities are completed. The top of shoring system to be left in place shall be 2 feet below finished grade, or as directed by the Engineer.
4. If the shoring system is located within the limits established by inclined planes sloping 1:1 (horizontal: vertical) out and down from the bottom edges of footings, as shown on the Plans, it shall be designed for a lateral pressure induced by the existing footings that is

equal to 1/2 of the vertical allowable bearing pressure as indicated on the bridge as-built plans, as attached elsewhere in the Green Pages of these Special Provisions

5. Splices in the shoring system shall be CJP and shall conform to the requirements in AWS D1.1. Attention is directed to "Welding" of these Special Provisions.

The shoring system estimated to be between station 24+00.00 to 25+00.00 on the west side of channel will need to account for the surplus loads developed from the structure located within 10 feet of the shoring wall. The Contractor shall determine the exact zone of influence for the extra support for the increased loading and shall submit to the Engineer for review and approval of increased shoring support plans and supporting calculations for said location.

The Contractor shall submit a monitoring plan to the Engineer prior to constructing shoring system(s) to record the movements of any existing structures being shored. Attention is directed to "Vibration Monitoring" of these Special Provisions.

The Contractor shall submit to the Engineer for review and approval, shop drawings and supporting calculations for the temporary shoring system proposed for use. Shop drawings and supporting calculations shall be sealed and signed by an engineer who is registered as a Civil Engineer in the State of California. Allow 20 days for review.

The Contractor shall be responsible for making all necessary arrangements with the utility owners to resolve any conflicts with the proposed shoring system. Attention is directed to "Utilities" of these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work to install the shoring, for performing all work involving vibration monitoring, within the limits shown on the Plans, as described in these Special Provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid per for "**Shoring (To Remain In Place)**" and no additional compensation will be allowed therefor.

Add to Section 10-6, Watering

The Contractor must provide, at their own expense, all necessary power required for all operations under this contract. In the event generators are required for power, they must be supplied by the Contractor. The Contractor must provide and maintain in good order such power equipment and installation so as to be adequate to perform all the required work in a safe and satisfactory manner.

Full compensation for developing a supply of water required for the work, including work paid for as extra work, and full compensation for providing power as necessary for the work, shall be considered as included in the price paid lump sum for "**Develop Water and Power Supply**," and no additional compensation will be allowed therefor. Monthly Progress Payments will be pro-rated over the life of the project on a ratio of the working days charged to the number of working days specified in the contract.

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12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-3.32A General

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 with advanced warning and up to date information on the traffic conditions during construction. The Contractor shall coordinate the placement of the PCMSs and the information shown on the boards with the Engineer.

The PCMS shall be installed as the second Order of Work and shall occur one (1) week(s) prior to the start of construction. The Contractor shall provide a minimum of number 2 message signs.

The Contractor's attention is directed to the Permits (Blow Pages) attached 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 boards shall be maintained and relocated, if necessary, as determined by the Engineer during construction.

Location of the Temporary Traffic Control, 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 Department.

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 removed at the completion of the project.

Add to Section 12-3.32D Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, maintaining, relocating as necessary, and removing the PCMS, is included in the contract unit price paid each for **"Portable Changeable Message Sign,"** and no additional compensation will be allowed therefor.

Add to Section 12-4.02A 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 provisions 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 Contractor shall submit a haul route plan to the Engineer for approval prior to construction. The Contractor shall revise the haul route plan as required and shall comply with the requirements of the haul route plan.

Traffic control shall include keeping the entrances to the job site from any defined roads, after it is constructed, clean of debris, and construction equipment must obey traffic rules when entering or leaving the construction site.

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 their personal and business operations. Convenient access for mail, other delivery services and trash services shall be included in the definition of "personal and business operations".

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work. The Contractor is responsible for notifying adjacent residents and businesses of the work schedule, either by verbal contact or door notices, including furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work and notifying the California Highway Patrol 24 hours prior to such posting to legally tow away interfering vehicles or objects.

The full width of the travel way shall be open for use by public traffic overnight and when construction operations are not actively in progress.

Work that interferes with public traffic shall be performed only between 8:00 a.m. and 4:00 p.m.

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.

Where vehicular access to the adjacent property must be restricted, the work must be selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance (no more than 500 feet) from their homes and/or destination.

Any open excavations that are left during non-working periods must be additionally fenced and marked to prevent entrance by pedestrians.

All traffic controls and safety devices, equipment, and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, marking, and flagging equipment must be provided and maintained in a "like new" and properly operating condition.

Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas must be removed completely and promptly. All stockpile and/or storage areas must be kept in a safe, neat, clean, orderly fashion, and must be restored to equal or better than original condition upon completion of the work.

Should the Contractor be neglectful, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein, the District reserves the right to correct and/or mitigate any situation, which in the sole opinion of the Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's expense, and will deduct the cost therefor from the Contractor's progress and/or final payments. Such corrective action taken by the District shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the Department and its agents.

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 the hours of 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.

When applicable, the approved "Temporary Traffic Control Systems" Standard Plans are 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 2015 Standard Plan RSP 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 nighttime 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 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 directed by the Engineer.

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).

SPECIAL CONDITIONS:

1. During Construction Activities

Construction on Merris Street shall be performed Monday through Friday only (7 A.M. to 4 P.M.), or as directed by the Engineer, for the duration of the project.

On **Merris Street** for construction of box culvert, road work, and channel work: The Contractor will be allowed to temporarily close the road for 60 working days or as directed by the Engineer. Attention is directed to Merris Street at Elder Creek Channel Detour Plan included elsewhere in these Special Provisions.

Construction on Abbey Way shall be performed Monday through Friday only (7 A.M. to 4 P.M.), or as directed by the Engineer, for the duration of the project.

On **Abbey Way** for construction of culvert, road work, and channel work: The Contractor will be allowed to temporarily close the road for 60 working days or as directed by the Engineer. Attention is directed to Abbey Way at Elder Creek Channel Detour Plan included elsewhere in these Special Provisions.

Add to Section 12-4.04D, Payment

Full compensation for conforming to the requirements in the Standard Specifications and these Special Provisions, including furnishing, erecting, maintaining all labor, materials (including all traffic control components and haul route plan), tools, equipment and incidentals and for doing all the work involved in placing, removing any additional construction area signs, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as determined by the Engineer, or his authorized representative, shall be considered as included in the contract price paid lump sum for "**Traffic Control System**" and no additional compensation will be allowed therefor.

Full compensation for furnishing, erecting, maintaining, and removing any additional construction area signs, other traffic control and detour components, which the Contractor may deem necessary, shall be considered as included in the contract price paid lump sum for "**Traffic Control System**" 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 "**Traffic Control System.**" Adjustments in

compensation for traffic control components ordered by the Engineer, or his authorized representative, beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account Payment," of the Standard Specifications. No adjustment will be made for decreases.

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 District.

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, "Public Convenience," and Section 7-1.04, "Public Safety", and Section 12 "Temporary Traffic Control", of the Standard Specifications.

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.

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

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13 WATER POLLUTION CONTROL

Add to the end of section 13-3.01A

This project's risk level is 1.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a)

The following SARWQCBs will submit a SWPPP to the California Construction General Permit:

1. Santa Ana Regional Water Quality Control Board

Add to Section 13-1.01 Submittals

This project shall conform to the modifications thereto. The Contractor must therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and stormwater and non-stormwater discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Sections 7, "Legal Relations and Responsibility to the Public," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The Contractor must comply with the requirements of the Permits and Manuals for those areas and must implement, inspect, and maintain the required water pollution control practices. Installing, inspecting, and maintaining water pollution control practices on areas outside the project area and District right of way, not specifically arranged and provided for by the District in the execution of this contract, will not be paid for without prior written approval.

STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS

The District has prepared a Draft Stormwater Pollution Prevention Plan (SWPPP) for the project. The Draft SWPPP provides the general stormwater approach for the project and the minimum necessary Best Management Practices (BMPs). The Draft SWPPP is not to be considered a final and complete document. The Final Project SWPPP must be prepared by the Contractor's Qualified SWPPP Developer (QSD), additionally reviewed, and approved by the District, and submitted to the SWRCB. The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the Contractor's project approach.

One (1) editable (docx) digital copy of a Draft SWPPP, prepared by the Contractor, must be submitted to the Engineer, or his authorized representative, for review and acceptance 15 business days prior to the start of construction activities. Upon approval by the Engineer, three (3) final signed hardcopies and one (1) editable (unlocked pdf) digital copy of the Final SWPPP must be submitted to the Engineer. No work having potential to cause water pollution must be performed until the SWPPP has been approved by the Engineer, or his authorized representative. The Contractor must keep one (1) hard copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP must be

made available upon request by a representative of the SARWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the Engineer, or his authorized representative. The Contractor must notify the Engineer, or his authorized representative, immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. The Contractor must immediately send copies of all correspondence, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer, or his authorized representative.

STORMWATER POLLUTION PREVENTION PLAN IMPLEMENTATION - INSPECTION, MAINTENANCE & REPAIR, RAIN EVENT ACTION PLAN (REAP), MONITORING AND REPORTING

Stormwater Pollution Prevention Plan Implementation, further defined as Inspection, Maintenance & Repair, Rain Event Action Plan (REAP), Monitoring, and Reporting shall conform to all of the requirements of Attachment "Risk Level 1 Requirements," included in the Permits and Agreements section (Brown Pages) of these Special Provisions. The Contractor's failure to strictly conform to these requirements will be subject to the Payment and Penalties specifications of this section in addition to the Engineer, or his authorized representative, may order suspension of construction operations as noted below.

For Risk Level 2 and 3, the Contractor must notify the Engineer, or his authorized representative of a likely rain event that is defined as a forecast of 50% or greater probability of precipitation in the project area and submit to the Engineer, or his authorized representative, the REAP three (3) business days prior to such event. The REAP form to be used for a rain event is included in the Permits and Agreements section (Brown Pages) of these special provisions.

For Risk Level 2 and 3, the Contractor must comply with General Construction Permit for sampling and testing procedure. In the event that any effluent sample exceeds an applicable numeric action level (NAL), Risk Level 2 dischargers must electronically submit all storm event sampling results to the Engineer, or his authorized representative, no later than eight (8) days after the conclusion of the storm event. All Risk Level 3 dischargers must electronically submit all storm event sampling results to the Engineer or his authorized representative no later than four (4) days after the conclusion of the storm event.

Unless otherwise specified, upon approval of the SWPPP, the Contractor will be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, repairing, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, or his authorized representative, the Contractor's responsibility for SWPPP implementation must continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer, or his authorized representative, identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency must be corrected immediately unless requested by the Contractor and approved by the Engineer, or his authorized representative, in writing, but must be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this Section, "Water Pollution Control." If the Contractor fails to conform to the provisions of this Section, "Water Pollution Control," the Engineer, or his authorized representative, may order the suspension of construction operations until the project complies with the requirements of this section.

WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor must include a completed Water Pollution BMP budget (sample shown below) with the Contractor's submittal of the Final SWPPP to the Engineer, or his authorized representative. The Water Pollution BMP budget must itemize the BMPs for water pollution control work. The Water Pollution BMP budget must provide a cost breakdown of the contract lump sum for the water pollution control work based on BMP quantity, unit cost and total amount.

The sum of the amounts for the items of work listed in the Water Pollution BMP budget must be equal to the contract price bid lump sum for "**Stormwater Pollution Prevention Plan Implementation**".

The Contractor is responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of "**Stormwater Pollution Prevention Plan Implementation**" will not be made until the Water Pollution BMP budget is approved by the Engineer, or his authorized representative. Overhead and profit must be included in the individual line items listed in the Water Pollution BMP budget.

Line item quantities indicated in the Water Pollution BMP budget in this section shall be considered to be project-specific minimums. Additionally, line items indicated without quantities in the Water Pollution BMP budget must be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the California BMP Handbook for Construction. All the BMPs listed in the Water Pollution BMP budget can be referenced in the California BMP Handbook for Construction.

WATER POLLUTION BMP BUDGET (SAMPLE)

* Please note that this project has been permitted by Federal and State agencies that have included water quality BMPs in their permits that must be adhere to. Please refer to interoffice memo (IOM) dated September 15, 2022 and included at the end of this section and in the brown pages.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
ESA	ESA fence	LF	2325		

EC-1	Scheduling	LS	1		
EC-3	Hydraulic mulch	SY	0		
EC-4	Hydroseeding	SY	0		
EC-5	Soil binders	SY	0		
EC-6	Straw mulch	SY	0		
EC-7	Geotextiles	SY	0		
EC-8	Wood mulching	SY	0		
EC-9	Earth dikes/swales	LF	0		
EC-10	Outlet protection	EA	0		
EC-11	Slope drains	EA	0		
EC-12	Streambank stab.	LS	0		
SE-1	Silt fence	LF	0		
SE-2	Sediment basin	EA	0		
SE-3	Sediment trap	EA	0		
SE-4	Check dam	EA	11		
SE-5	Fiber rolls	LF	3265		
SE-6	Gravel bag berm	LF	0		
SE-7	Street sweeping	LS	1		
SE-8	Sandbag barrier	LF	0		
SE-9	Strawbale barrier	LF	0		
WE-1	Wind erosion	LS	1		
TC-1	Stabilized construction entrance/exit	EA	4		
TC-2	Stabilized construction roadway	EA	9		

TC-3	Entrance/outlet tire wash	EA	0		
NS-1	Water conservation practices	LS	1		
NS-2	Dewatering Operations	EA	1		
NS-3	Paving and grinding operations	LS	1		
NS-4	Temporary Stream crossing	EA	1		
NS-5	Clear water diversion	EA	0		
NS-6	Illicit Connection – Illegal Discharge Connection	LS	0		
NS-7	Potable water	LS	0		
NS-8	Vehicle equipment cleaning	LS	1		
NS-9	Vehicle equipment fueling	LS	1		
NS-10	Vehicle and equipment maintenance	LS	1		
NS-11	Pile driving operations	LS	0		
NS-12	Concrete curing	LS	1		
NS-13	Material and Equipment use over water	LS	1		
NS-14	Concrete finishing	LS	1		
NS-15	Structure demolition	LS	1		
WE-1	Wind Erosion	LS	1		
WM-1	Material delivery and storage	LS	1		
WM-2	Material use	LS	1		
WM-3	Stockpile management	LS	1		
WM-4	Spill prevention and control	LS	1		
WM-5	Solid waste management	LS	1		
WM-6	Haz. Waste management	LS	1		

WM-7	Contaminated soil management	LS	1		
WM-8	Concrete waste management	LS	1		
WM-9	Sanitary/septic waste mgmt.	LS	1		
WM-10	Liquid waste management	LS	1		

TOTAL:

No adjustment in compensation will be made to the contract lump sum price paid for Stormwater Pollution Prevention Plan Implementation due to differences between the quantities shown in the approved BMP budget and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The quantities mentioned above are minimums; therefore, the Contractor must increase these quantities, if deemed necessary during construction, and without additional cost to the District.

The approved BMP budget will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer, or his authorized representative. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved BMP budget, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

Unless otherwise specified in writing, upon approval of the SWPPP and the BMP budget, the Contractor is responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and the BMP budget including temporary material stockpile areas.

It will be the Contractor's responsibility to update the SWPPP during construction. All inspection reports, implemented BMP modifications and repairs, weather reports and other pertinent data must be documented and incorporated into the SWPPP. Upon completion of the project a copy of the updated plan must be transmitted to the Engineer.

Replace Section 13-3.04 Payment with

PAYMENTS AND PENALTIES

The contract price paid lump sum for "Prepare Storm Water Pollution Prevention Plan" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental for

doing all the work involved in developing, revising, obtaining approval of, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, or his authorized representative.

Attention is directed to Section 9-1.16, "Progress Payments," and Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications. Payments for preparing the Final SWPPP will be made as follows:

- A. After the Final SWPPP has been approved by the Engineer, 75 percent of the contract item price to prepare the Final SWPPP will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications and upon receipt of the final updated plan, payment for the remaining 25 percent of the contract item price to prepare the Final SWPPP will be made in conformance with the provisions in Section 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications.

The contract price paid lump sum for "**Prepare Storm Water Pollution Prevention Plan Implementation**" shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in implementation of the plan including installing, constructing, maintaining, inspection, reporting and removing and disposing of water pollution control systems and non-stormwater management and waste management systems and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer, or his authorized representative. Monthly progress payments will be based on percentage of working days.

No progress payment shall be made for "**Prepare Storm Water Pollution Prevention Plan Implementation**" should the Contractor fail to implement BMP's and/or SWPPP requirements (inspection, maintenance & repair, REAP, monitoring and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event. The Engineer shall take deductions in the amount of one-thousand dollars (\$1,000) on a monthly basis for each failure to submit required documents and/or failure to maintain BMP's (i.e., weekly inspection reports, amendments, training logs, street sweeping, maintaining rumble plates, etc.). Taking a deduction does not relieve the Contractor from his responsibility for submitting said documents or completing said maintenance.

Contractor agrees that the San Bernardino County Flood Control District acceptance of the Final SWPPP does not relieve the Contractor of his/her obligations under Section 5-1.03A, "Indemnification," and Section 5-1.03B, "Insurance," of the Special Provisions. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State, and local laws, regulations, and requirements.

In accordance with Section 7, "Legal Relations and Responsibility to the Public" of the Standard Specifications, the Contractor is solely responsible for penalties assessed or levied on the Contractor or the District as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State, and local regulations and requirements as set

forth, therein. Penalties as used in this section will include fines, penalties, and damages, whether proposed, assessed, or levied against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct the violations.

RETENTION OF FUNDS

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract.

Notwithstanding any other remedies authorized by law, the District may retain money due the Contractor under the contract, in an amount determined by the District, up to and including the entire amount of Penalties proposed, assessed, or levied as result of the Contractor's violation of the Permits and the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the District until final disposition has been made as to the Penalties. The Contractor will remain liable for the full amount of Penalties until such time as they are resolved with the entity seeking the Penalties.

In addition, when a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State, or local requirements, the District may retain money due to the Contractor, subject to the following:

- A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, "Water Pollution Control," will be released for payment on the next monthly estimate for partial payment following the implementation and maintenance of corrections and when water pollution has been adequately controlled, as determined by the Engineer, or his authorized representative.
- B. During the period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the District may retain an amount equal to 25 percent of the estimated value for the contract work performed.

Replace Section 13-4.01A with

Section 13-4 includes specifications for performing job site management work.

Job site management work includes spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities, and all other work associated with and required to maintain a clean, secure, and safe work site. Should any site deficiencies be noted, the Engineer may order immediate remedy of noted deficiencies. Work may be ordered to be stopped until such remedies are effected.

Temporary linear sediment barriers must comply with section 13-10.

Replace Section 13-4.04 Payment with

The contract lump sum price paid for "**Job Site Management**" shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in implementation of the plan including installing, constructing, maintaining, inspection, reporting and removing and disposing of non-stormwater management and waste

management systems and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer, or his authorized representative. Monthly progress payments will be based on percentage of working days.

Add to Section 13-12 Temporary Creek Diversion System

CONSTRUCTION PROTECTION, DIVERSION AND CONTROL OF WATER

This work 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 Sections 13, "Water Pollution Control," "Contractor's Responsibility for the Work and Material," and "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications, and these Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until the acceptance of the contract, the Contractor shall have the charge and care of the work and of the materials to be used therein (including materials for which the Contractor has received partial payment as provided in Section 9-1.16 "Progress Payments," or materials which have been furnished by the District) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work except as provided in Sections 7-1.03, "Public Convenience," and 5-1.37, "Maintenance and Protection" and 5-1.38, "Maintenance and Protection Relief." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in "Damage by Storm, Flood, Tsunami or Earthquake," and in Section 19-2.03F, "Slides and Slipouts," and except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the District or which have been furnished by the District. Storage by the Contractor shall be on behalf of the District and the District shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

DAMAGE BY STORM, FLOOD, TSUNAMI, OR EARTHQUAKE

Attention is directed to "Contractor's Responsibility for the Work and Materials." In the event damage to the work is caused by a storm, flood, tsunami, earthquake or other natural disaster which constitutes an "Occurrence," as hereinafter defined, the provisions in this Section shall be applicable, and the Contractor may apply in writing to the Engineer for the District to pay or

participate in the cost of repairing damage to the work from that cause or, in lieu thereof, and at the sole discretion of the Department, terminate the contract and relieve the Contractor of further obligation to perform the work, subject to the following:

- A. Occurrence — “Occurrence” shall include tsunamis, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and storms, floods and other natural disasters as to which the Governor has proclaimed a state of emergency when the damaged work is located within the territorial limits to which the proclamation is applicable or, which were, in the opinion of the Engineer, of a magnitude at the site of the work sufficient to have caused such a proclamation had they occurred in a populated area or in an area in which such a proclamation was not already in effect.
- B. Application by the Contractor — The Contractor’s written request for the District to pay or to participate in the cost of rebuilding, repairing, restoring, or otherwise remedying the damage to the work caused by the Occurrence shall be submitted to the Engineer before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.
- C. Protecting the Work from Damage — Nothing in this section shall be construed to relieve the Contractor of the responsibility to protect the work from damage. The Contractor shall bear the entire cost of repairing damage to the work caused by the Occurrence which the Engineer determines was due to the failure of the Contractor to comply with the requirements of the Plans and Specifications, take reasonable and adequate measures to protect the work, or exercise sound engineering and construction practices in the conduct of the work, and those repair costs shall be excluded from consideration under the provisions of this section.
- D. Repair Work — Repair of damaged work under the provisions of this section shall be pursuant to a contract change order issued hereunder and specifying the repair work to be performed on the damaged facility. The repair work shall consist of restoring the in-place construction (for the purposes of this section erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the work had advanced prior to the Occurrence. Emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be considered to be part of the repair work.

The Department reserves the right to make changes in the plans and specifications applicable to the portions of the work to be repaired, and if those changes will increase the cost of repairing the damage over the Engineer’s estimate of the cost of repair without the changes, the Contractor will be paid for the increased costs in accordance with Subsection E and the increased cost amount shall not be considered in determining the cost of repair to be borne by the Contractor under Subsection F.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools, and equipment (except erected falsework and formwork) used to perform the work, or to relieve the Contractor of responsibility under Section 7-1.05 “Indemnification” and 7-1.06 “Insurance.” The provisions of this section shall not be

applicable to the repair of damage caused by an Occurrence to any portion of the work as to which the Contractor has been granted relief from maintenance and responsibility pursuant to Section 5-1.37, "Maintenance and Protection," or to the removal of slides and slipouts or the repair and restoration of damage to the work resulting from slides and slipouts pursuant to Section 19-2.03F, "Slides and Slipouts."

- E. Determination of Costs— Unless otherwise agreed between the Engineer and the Contractor, the cost of the work performed pursuant to this Section will be determined in conformance with the provisions in Section 9-1.04, "Force Account Payment," except there shall be no markup allowance pursuant to Section 9-1.04A, "General," unless the Occurrence that caused the damage was a tsunami or earthquake. The cost of emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the plans and specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection E.
- F. Payment for Repair Work— When the Occurrence that caused the damage was a tsunami or earthquake, the District will pay the cost of repair determined as provided in Subsection E, that exceeds 5 percent of the amount of the Contractor's bid for bid comparison purposes.

When the Occurrence that caused the damage was a storm, flood or other natural disaster, the District will participate in the cost of the repair determined as provided in Subsection E in accordance with the following:

1. On projects for which the amount of the Contractor's bid for bid comparison purposes is \$2,000,000 or less, the District will pay 90 percent of the cost of repair that exceeds 5 percent of the amount of the Contractor's bid for bid comparison purposes.
 2. On projects for which the Contractor's bid for bid comparison purposes is greater than \$2,000,000, the District will pay 90 percent of the cost of repair that exceeds \$100,000.
- G. Termination of Contract - If the Department elects to terminate the contract, the termination, and the determination of the total compensation payable to the Contractor shall be governed by the provisions of Section 8-1.14, "Contract Termination."

It is anticipated that storms, surface, ground, or other waters will be encountered at various times and locations during construction. Increased risk of storm runoff must be anticipated during any period between **October 15th** and **April 15th** of the following year and during late summer in the desert. 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 **DAMAGE BY STORM, FLOOD, TSUNAMI, OR EARTHQUAKE** in these Special Provisions.

The Contractor assumes 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.

Construction site(s) must be de-watered as necessary to protect the work. Sub-grades, regardless of constituent materials must be kept drained and free of water throughout the working period.

It will be the Contractor's responsibility to dewater the channel and any groundwater encountered during construction. Prior to the start of work the Contractor must submit a plan showing proposed method of dewatering, construction protection, diversion, and control of water to the Engineer for District approval. Approval of the plan by the Engineer shall in no way transfer responsibility or liability for dewatering to the Engineer, and/or Flood Control District. Any temporary grading authorized as part of the plan must be returned to its pre-project existing condition at completion of the project as directed by the Engineer.

The Contractor, after initial dewatering, must 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 must be maintained until all flows can be handled by the new drainage facilities.

Attention is directed to the requirements in these Special Provisions for Stormwater Pollution Prevention Plan (SWPPP). Incorporated in the erosion control plans thereunder 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 must be amended by, or under the direction of, the professional engineer who finalized and signed 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 will bear full responsibility for the adequacy and effectiveness of protective measures.

Erosion control plans must 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 the lump sum contract price paid for "**Prepare Storm Water Pollution Prevention Plan**".

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 contract lump sum price paid for "**Construction Protection, Diversion and Control of Water/ Dewatering,**" and no separate payment will be made therefor.

AA

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01 General

The Contractor shall adhere to, abide by, implement, monitor, test, report, and correct all work in relation to and required by the permit conditions and mitigation requirements (Brown Pages), including those requirements per law, regulation, code or other legal or regulatory requirements, those included in these specifications and appendices, and as directed by the Engineer, or his authorized representative.

Full compensation for furnishing all labor, equipment, materials, tools, and incidentals and for doing all work necessary to comply with these requirements shall be considered as included in the contract lump sum price paid for “**Environmental Mitigation**” and no separate payment will be made therefor.

Environmental Mitigation Measures must comply with Sections 5-1.20B “Permits, Licenses, Agreements, and Certifications”, and 5-1.36 “Property and Facility Preservation” of the Standard Specifications and all project regulatory permits (Brown Pages) attached elsewhere in these Special Provisions.

The following conditions, which pertain to construction activities, have been extracted from the environmental permits for the project and listed here for a clear definition of the Contractor’s responsibilities for compliance.

Entire Project

Worker Awareness Training: A Worker Awareness Training Program (WEAP) will be implemented. Training will be provided to employees onsite by District staff, and will go over jurisdictional resources, nesting birds, plants, wildlife resources, spill prevention and containment, designated work areas, and penalties for regulatory permit violations.

Limit Work Hours: No work will be allowed to take place at night near biologically sensitive habitat areas.

Vehicle Speed Limits: Vehicle Speeds will be 15mph in the work area.

Stockpile and Return Topsoil: Topsoil shall be stockpiled and redistributed as close to its original location as possible over the construction area before revegetation procedures are undertaken.

Vehicle/Equipment Decontamination: Permittee and/or designated contractor shall perform decontamination of vehicles and other project gear and equipment in a designated location offsite or on-site where runoff can be contained and not allowed to pass into areas subject to Fish and Game Code section 1602 and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains resulting wastewater. If decontamination is not done on site, designated contractor shall transport contaminated equipment in sealed plastic bags and keep separate from clean gear. All vehicles will be cleaned prior to entering the worksite

SWPPP - BMP 1 - Avoid Channel Work during the Rainy Season to the Greatest Extent Practicable: To the greatest extent practicable, construction and routine maintenance activities in earthen channels and in channels with soft bottoms and bank protection shall be avoided during the rainy season. In the Santa Ana watershed (Valley Areas), the rainy season is typically from October through April. If work must occur within the channel, water diversion structures shall be in place to protect water quality downstream.

SWPPP - BMP 2 - Clear Water Diversion: A diversion plan shall be submitted for CDFW review and approval 30 days prior to initiation of project activities. Notification of diversion or in-water activity will be provided to the County within 48 hours and an In-Water Work/Diversions Water Quality Monitoring Report shall be provided to the County to be forwarded to the Santa Ana Regional Water Quality Control Board. Clear water diversion structures such as diversion ditches, berms, dikes, cofferdams, slope drains, rock, gravel bags, filter fabric or turbidity curtains, drainage and interceptor swales, pipes or flumes shall be employed as needed to protect water quality downstream.

Dewatering (401 G.1) Construction dewatering discharges, including temporary stream diversions, are regulated by Santa Ana Water Board Order No. RB-2020-0006, General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality,

Work in Wetted Areas (1600 2.24) A diversion plan with avoidance shall be submitted for CDW review and approval 30 days prior to the initiation of project activities.

Prior to Construction

Notification of Start Date: Contractor will notify the District of the start date no less than 10 days prior to commencing activities.

Permit Documents Onsite: Contractor shall make regulatory permits and related documents, readily available at the Project site at all times and shall be presented to state, federal, or local agency personnel upon request. Copies of regulatory permits shall be provided to subcontractors.

Nesting Birds: Nesting bird surveys will be conducted by a District biologist 3 days prior to initiation of project activities. If an active nest is found, the biologist shall establish a buffer around the nest and monitor. Construction will not occur within the buffer area until biologist determines nesting is completed.

Species Exclusion Fencing: Exclusionary fencing is required and will be installed by District biologist. Fencing shall be inspected and a log kept every day by District biologist or assigned construction crew member.

Biological Monitor Onsite: District biologist will monitor ground and habitat-disturbing activities and have the authority to shall halt construction activities if the project has the potential to adversely impact any listed species (i.e., threatened, endangered, candidate, fully protected) and notify the appropriate agencies immediately (i.e., within 24 hours).

Species Surveys Prior to Construction: Preconstruction surveys for other species and sensitive plants shall be conducted by a District biologist. If any listed species (or sign of presence) is discovered, District shall notify CDFW of the discovery as appropriate. This could delay initiation of project construction until appropriate authorizations are obtained. It should be noted that the District has obtained authorization for the listed San Bernardino Kangaroo Rat (SBKR). 60 days prior to implementation of the construction activity, the District shall survey for the presence of bats. Presence of bats may postpone construction activity because should bats be present, and avoidance and minimization plan that includes buffers, must be submitted to CDFW for approval. Further, demolition of structures occupied by bats will occur between September and February.

Noise Control - The following measures shall be implemented to reduce impacts at sensitive receiver locations (if occupied):

- A. Install the following temporary construction noise barriers at the minimum heights specified for each receiver location when Project construction activities are within 25 feet of occupied noise-sensitive residential homes:
 1. Minimum 12-foot-high temporary noise barriers for occupied residential homes represented by receiver locations R1 to R9. The District may elect to provide additional noise barrier coverage.
 2. The temporary noise control barriers shall be located at the edge of Project construction activities and must have a solid face from top to bottom. The noise control barrier must meet the minimum height and be constructed as follows:
 - a. The temporary noise barrier shall provide a minimum transmission loss of 20 dBA (Federal Highway Administration Noise Barrier Design Handbook). The noise barrier shall be constructed using an acoustical blanket (e.g. vinyl acoustic curtains or quilted blankets) attached to the construction site perimeter fence or equivalent temporary fence posts.
 - b. The noise barrier must be maintained, and any damage promptly repaired. Gaps, holes, or weaknesses in the barrier or openings between the barrier and the ground shall be promptly repaired.
 - c. The noise control barrier and associated elements shall be completely removed, and the site appropriately restored upon the conclusion of the construction activity.
 - d. Relocation and/or Hours Restrictions.
- B. If the above is not feasible then relocation of residents and/or restrictions to day(s)/time(s) when the impacted receiver(s) are unoccupied, shall be provided for the duration of activities within 25 feet of the affected receiver location(s).

Protection of Sensitive Structures and Receptors:

- A. Pre- and post-construction surveys of the nearby residential structure(s), documenting the condition of the interior and exterior of the structures, shall be provided for residential

structures represented by receiver locations R1, and R3 to through R8, adjacent to Tyler Street and the channel between Old Greenspot Road and Merris Street (refer to Appendix D, Exhibit 7-A).

- B. Ground-borne vibration monitoring of nearby residential structures, represented by receiver locations R1 through R8 adjacent to the channel between Old Greenspot Road and Merris Street, shall be required for the duration of Project construction between Old Greenspot Road and Merris Street. The monitoring shall be based on the Caltrans residential building damage threshold of 0.3 in/sec PPV and 0.2 in/sec PPV County threshold for human annoyance. Though Caltrans identifies a residential building damage threshold of 0.3 in/sec PPV, the San Bernardino County or District may require that vibration levels do not exceed a more conservative threshold (e.g., lower) at their discretion.

Construction Traffic Management Plan: A construction traffic management plan shall be prepared by the Contractor and include such measures as designated haul routes for trucks, designated site access locations, driveway turning restrictions, temporary lane/roadway closures and detour plans, temporary traffic controls and/or flaggers, and designated parking/staging locations for workers and equipment. This plan shall be subject to review and approval by the San Bernardino County's Traffic Division.

Notification to Property Owners and Tenants: The Contractor shall provide advance written notification to affected property owners and tenants along the haul routes to inform them about the scheduling and duration of construction trucking activities and coordinate any special access or circulation concerns.

Coordinate with Emergency Service Providers: The Contractor shall coordinate with emergency service providers (i.e., police, fire, and ambulance/paramedic agencies) serving the project area prior to construction to provide information regarding haul routes, construction schedules, lane closures, etc. and ensure essential emergency access routes through the work area are available throughout construction.

Once Construction begins

CULTURAL RESOURCE CONDITIONS

Cultural Monitoring: All initial grading and all excavation activities shall be monitored by a Project archaeologist retained by the District. The Project archaeologist shall be present full-time during the excavation of native soils (undisturbed non-fill alluvial deposits) that have the potential to contain cultural deposits. The monitor shall document all monitoring activity.

In the event of a discovery, or when requested by the Project archaeologist, the construction contractor shall divert, direct, or temporarily halt ground disturbing activities in the area of the discovery in order to evaluate potentially significant archaeological resources.

It shall be the responsibility of the Project archaeologist to:

- a. Determine the scope and significance of the find, and

- b. Determine the appropriate documentation, preservation, conservation, and/or relocation of the find; and determine when grading/excavation activities may resume in the area of the find.

If the find is determined to be a “unique archaeological resource”, then the Project archaeologist shall prepare and issue a mitigation plan in conformance with Section 15126.4, subdivision (b). If the Project archaeologist determines that continuation of the Project or Project-related activities will result in an adverse impact on a discovered historical resource which cannot be mitigated, all further activities resulting in the impact shall immediately cease, and the District’s Project Manager shall be contacted for further evaluation and direction. The District or its contractor shall comply with the recommendations of the Project archaeologist with respect to the documentation, preservation, conservation, and/or relocation of finds. Any previous unknown historic or archeological remains found during construction must be immediately reported to the Army Corps of Engineers Office to determine if a recovery effort is warranted.

Monitoring activities may cease when initial grading and an excavation activities have concluded; or by written consent of the Project archaeologist agreeing that no further monitoring is necessary.

Treatment of Human Remains: If human remains are encountered during excavation activities, all work shall halt in the vicinity of the remains and the County Coroner shall be notified (California Public Resources Code, Section 5097.98). The Coroner will determine whether the remains are of forensic interest. If the Coroner, with the aid of a qualified Archaeologist, determines that the remains are prehistoric, s/he will contact the Native American Heritage Commission (NAHC). The NAHC will be responsible for designating the most likely descendant (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 7050.5 of the California Health and Safety Code. The MLD shall make his/her recommendation within 48 hours of being granted access to the site. If feasible, the MLD’s recommendation shall be followed and may include scientific removal and non-destructive analysis of the human remains and any items associated with Native American burials (California Health and Safety Code, Section 7050.5). If the landowner rejects the MLD’s recommendations, the landowner shall rebury the remains with appropriate dignity on the property in a location that will not be subject to further subsurface disturbance (California Public Resources Code, Section 5097.98).

PALEONTOLOGICAL RESOURCES

Paleontology: A Qualified Paleontologist shall be retained by the District before the initiation of construction activities to develop a PRMMP for the project. The function of the PRMMP will be to explain Project geology, paleontological sensitivity, and procedures that will comply with State statutes and County of San Bernardino’s requirements so that potential impacts to significant paleontological resources are minimized or eliminated. The Qualified Paleontologist shall participate in a preconstruction meeting with the San Bernardino County Flood Control District’s staff and project contractors so that an understanding of construction mitigation measures is ensured and so that clear communication procedures are formulated. Full-time paleontological monitoring is recommended when Project earth-moving activities reach a depth

of nine (9) feet below original ground level. This minimum depth will be stipulated in the PRMMP.

Worker Environmental Appreciation Training. Prior to commencement of or participation in Project earth-moving activities, all construction personnel shall participate in training that shall provide examples of possible paleontological resources that could be encountered on the project. Construction personnel shall be trained on the procedures that shall be followed if a potential paleontological resource is encountered. The training shall include an explanation of applicable federal, State, and local laws. The training shall include instruction on the procedure to follow if construction personnel encounter a possible paleontological resource when a monitor is not present. The training shall emphasize the responsibility to notifying the construction supervisor when possible fossils are encountered when a monitor is not present. Construction work shall immediately cease within a 20-foot radius of the discovery. The paleontological monitor or the Qualified Paleontologist shall be summoned so that the find can be assessed, and appropriate steps taken if it proves to be significant.

Paleontological Monitoring in Excavations Below Nine Feet. Earth-moving activities shall be monitored by the paleontological monitor or the Qualified Paleontologist any time excavations reach a level of nine (9) feet or greater below original ground surface. The paleontological monitor and the Qualified Paleontologist shall have proper tools and supplies to quickly salvage fossils when they are encountered and to minimize construction delays. If excavations below nine (9) feet encounter sediments that are appropriate for preserving fossils of small invertebrates and/or vertebrates, samples of the sediment shall be tested for the presence of significant paleontological resources. If the horizon is in danger of being back-filled or otherwise rendered inaccessible before the sediment sample is tested, approximately 3 cubic yards of the horizon in question shall be stockpiled onsite in a safe place so that it can further tested or processed later. In the event of a possible fossil discovery, the paleontological monitor and the Qualified Paleontologist shall have authority to temporarily halt or divert equipment to allow for inspection or salvage. If test samples indicate the presence of fossils in the sample, the stockpile shall be wet-screened in a location agreeable to the construction supervisor and the Qualified Paleontologist. The resulting concentrate shall be sorted with the aid of a binocular dissecting microscope. Pertinent data, including precise location and precise depth of a specimen shall be recorded in a field notebook. Site stratigraphy shall be recorded in photographs and sketches.

During Construction

Access and Staging: The Contractor shall Access for construction will be within existing, approved access routes. Equipment staging will occur at established locations outside of regulated waters. (1602 Section 2.13)

Staging Areas: The Contractor shall confine all project-related parking, storage areas, laydown sites, equipment storage, and any other project staging activities to locations outside of areas subject to Fish and Game Code section 1602.

Secure Disturbed Areas to Avoid Species Impacts: At the end of each workday, Contractor shall secure any open trenches or excavated area that post a threat to animals must be

secured using appropriate site-and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material at an angle no greater than 30 degree at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches holes.

Stockpile Maintenance: Stockpiles shall be maintained to avoid the spread of invasive plants. No temporarily stockpiled materials will be left in the bed or channel after daily work has been completed (1602.2.23). Soil will temporarily be stockpiled during new construction, and stockpiles will be removed 45 days after construction (Wash Plan GM-13).

Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

Proper Mufflers: During all Project site construction, the Contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturer's standards. The construction contractor shall place all stationary equipment so that the emitted noise is directed away from the noise-sensitive receivers nearest the Project site.

Siting Staging Areas: The Contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise and noise-sensitive receivers nearest the Project site during all Project construction (i.e., south of Abbey Way).

Delivery Routes: The Contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.

Excess Materials: When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any lake, streambed, or flowing stream.

Lighting Impacts: No permanent lighting shall be installed onsite or in adjacent open space. No temporary nighttime lighting shall occur in biologically sensitive areas.

Remove Temporary Flagging, Fencing, Barriers: Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of Fish and Game Code section 1602 resource areas upon completion of project activities.

Church Channel Minimize Impacts: No greater than 0.05 acres of Church Channel shall be impacted.

Notification of Construction: Residences and other noise-sensitive land uses within 100 feet of Project construction shall be notified of the construction in writing. The notification shall describe the activities anticipated, provide dates and hours of activity, and provide dates and hours of activity, and provide contact information with a description of a noise and/or vibration complaint and response procedure. The notification shall also advise residents to remain indoors with windows closed when construction activity is occurring outside of their homes to avoid elevated exterior noise and/or vibration levels.

Use of Non-Impact Pile Driving Equipment: The use of impact pile driving equipment shall be prohibited. Instead, alternative pile driving methods and equipment (e.g., drilling, or non-impact alternative) shall be used.

Limit Vibration Annoyance: If monitored vibration levels exceed the San Bernardino County 0.2 in/sec PPV annoyance threshold, then relocation of residents, and/or hours restrictions to day(s)/time(s) when the impacted receiver(s) are unoccupied, shall be provided for the duration of activities within 25 feet of the affected receiver location(s). The District may elect to implement this mitigation measure in advance of NOISE-7.

Documentation at Project Site: A copy of all regulatory permits and all related notification materials and California Environmental Quality Act (CEQA) document shall be available at the Project site at all times during construction for review by site personnel and agencies and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request. All personnel performing work on the project shall be familiar with permit content and posted location. A copy of the permits shall be provided to consultants, contractors and subcontractors working on the site.

In-Water Work and Diversion Notification and Reporting: The Contractor and/or District shall notify the Water Board at least 48 hours prior to initiating work in water or stream diversions. Notification may be via telephone, email, or delivered written notice.

The Contractor will submit an In-Water Work/Diversions Water Quality Monitoring Report within 3 working days prior to completion of work in water or stream diversions.

The Contractor shall comply with the Santa Ana Water Board R8-2020-0006 WDR for all construction dewatering discharges or temporary stream water diversions. The Contractor shall comply with conditions described in, and required by, NPDES General Permit for storm water discharges associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ: NPDES No CA000002).

The Contractor shall comply with Santa Ana Water Board's Municipal Stormwater Permit NPDES No CA S618036 and WDR R8-2010-0036

Accidental Discharges and Violations of Water Quality Standards, see 401 document for reporting details.

Notification to Regional Water Quality Control Board 48 hours prior to water diversion or work in water, see 401 document for reporting details.

Spills – Accidental Discharges and Violations of Water Quality Standards, see 401 document for reporting details.

Reporting – water diversion – Notification to RWQCG 48 hours prior to water diversion or work in water, see document for details.

Accidental Discharge: Should there be an accidental discharge of hazardous materials, sewage or unknown material, the Contractor shall immediately notify the inspector who will contact the appropriate agencies, including the Regional Water Quality Control Board within 24 hours of discharge.

SWPPP - BMP 3 - Avoid Spills and Leaks: The District or its contractor shall ensure that equipment operating in and near the facility is in good working condition and free of leaks. No equipment maintenance and/or refueling shall occur within District facilities. Equipment used during construction and routine maintenance activities shall be parked outside of channels and/or washes on the road tops and/or adjacent roadway. All operations staff working with heavy equipment shall have been trained in the use of the equipment and in spill containment and response for any unforeseeable accidents that may occur. A spill kit shall always be kept on-site while construction or maintenance crews are working at the site. Special care shall be taken to prevent liquid paint from entering aquatic resources while painting associated with graffiti removal is conducted. Any spills that occur shall be reported to California State Warning Center (Cal OES) at (800) 852-7550. Additionally, a copy of the Cal OES California Hazardous Materials Spill/Release Notification Guidance shall be kept on-site while all maintenance activities take place. If necessary, operations staff shall follow up with the appropriate agencies as outlined in the Cal OES guidelines, which can be located on the Cal OES website at www.calema.ca.gov.

SWPPP - BMP 4 - Avoid Road Base Discharge: The District or its Contractor shall not discharge road base, fill, sediment, concrete, and/or asphalt beyond the previously established roadbed when maintaining existing driveways and dirt access roads within the construction and maintenance activity area.

SWPPP - BMP 5 - Concrete Washout Protocols: The Contractor shall implement the appropriate waste management practices during on-site construction operations. Waste management practices shall be applied to the stockpiling of concrete, curing, and finishing of concrete as well as concrete washout operations. Waste management practices shall be adequate to ensure that all fluids associated with the curing, finishing, and washout of concrete shall not be discharged into any area with the potential to enter an aquatic resource. Further, all concrete waste shall be stockpiled separately from sediment and protected with erosion control measures to ensure that concrete dust and/or debris is not discharged into an aquatic resource. The Contractor shall determine the appropriate waste management practices based on considerations of flow velocities, site conditions, availability of stockpile locations, availability of erosion control materials, construction costs, and other requirements that may be outlined within the District's MS4 permits.

Portland cement concrete and asphalt concrete and washing and cuttings shall not be discharged into Waters of the State. All waste concrete materials shall be removed from the Project site (401 G-3c).

SWPPP - BMP 6 - Location of Temporary Stockpiles and Staging Areas: Stockpile locations and staging areas shall be located within the disturbed/graded areas outside of the facility bottom and at the tops of the levees/banks to the greatest feasible extent. Silt fences, berms, or other methods of erosion control may be used if stockpiles are to remain in designated areas for longer than 10 days. Additionally, heavy equipment may be staged on the access roads within the maintenance activity area but shall be confined to those locations where potential pollutants cannot enter an aquatic resource.

Dirt and landscaping material stockpiles will have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channel and shall not be located in any waters of the U.S. (401 G-b3)

Stockpiles will be removed 45 days after construction (Wash Plan GM-13).

SWPPP - BMP 7 - Location of Permanent Stockpiles: Any permanent or long-term stockpiles onsite shall be located outside of areas identified as Waters of the State and Waters of the U.S. Any material not placed onsite shall be removed by the Contractor and placed at the nearest District's Operations yard.

Dirt and landscaping material stockpiles will have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channel and shall not be located in any waters of the U.S. (401 G-b3).

SWPPP - BMP 10 - Remove and Contain Trash and Debris: Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each workday to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of project activities within each project location, Permittee shall remove and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping.

Remove litter and debris from facility as necessary.

Construction waste shall be contained and protected against indirect and direct exposure to storm water at all times, unless being actively handled (401 G-3a).

Spoil sites shall not be located within a lake streambed or flowing stream or locations that may be subject to high stream flows, where spoils can be washed back into a lake, streambed, or flowing stream (1600-2.14.2). When operations are complete, no rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream (1600 2.14.4) (Wash Plan GM-17).

Trash Abatement and Refuse Removal: Contractor shall ensure that trash and food items are contained in animal proof containers and removed at the end of the day to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of project activities at each location Contractor shall remove and properly dispose of all construction refuse, including but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, and strapping. (1600 2.16)

SWPPP - BMP 11 - Wind Erosion: Prevent dust and wind erosion by applying water or other dust palliatives as necessary to reduce or alleviate dust nuisance generated by construction activities.

SWPPP - BMP 12 - Polluted Water: Contractor shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities enter a streambed or flowing stream or locations that may be subject to high stream flows.

SWPPP - BMP 13 - Decontamination Sites: Contractor shall perform decontamination of vehicle and other project gear and equipment in a designated location offsite where runoff can be contained and not allowed to pass into areas subject to Fish and Game code Section 1602

and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains resulting wastewater.

SWPPP - BMP 14 - Safe Erosion Control Materials: Erosion Control Contractor shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as welded-weave monofilament netting (erosion control matting) or similar material, within and adjacent to regulated waters and within habitats onsite. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be certified free of nonnative plant materials. Fiber rolls or erosion control mesh that will be left within jurisdictional waters for more than 14 days shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. BMPs should also prevent the transfer and spread of invasive species. Prevention best management practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <https://www.cal-ipc.org/solutions/prevention/> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>. Potential pollutant discharges include products of erosion, construction waste materials, dewatering waste, waste earthen materials from work within surface waters, and small amounts of petroleum products.

SWPPP - BMP 15 - Hazardous Materials: Hazardous materials will be handled and stored properly in accordance with federal, state, and local laws. Chemical lubricant containers shall be kept closed and protected from damage or upset at all times unless being actively used. All substances that are deemed harmful shall not be discharged into soils or waters. These substances include petroleum products and fuels, cements, epoxies, paints and other protective coating materials (401 G-b,c and G-4).

SWPPP - BMP 16 - Dust Controlled: If water trucks are to be used, pooling of water will be avoided to minimize the risk of attracting opportunistic predators (Wash Plan GM-18).

SWPPP - BMP 17 - 2.14.3. Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the streambed, or flowing stream or be placed in locations that may be subjected to high storm flows. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Contractor or any party working under contract or with the permission of District, shall be removed immediately. Continuous visual water surface monitoring is required to detect accidental discharge.

2.14.4: Concrete Waste Containment: No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into any lake, streambed, or flowing stream. Waste management practices shall be applied to the stockpiling of concrete, curing, and finishing of concrete as well as concrete washout operations. Waste management practices shall be adequate to ensure that all fluids associated with the curing, finishing, and washout of concrete shall not be discharged into any area with the potential to

enter an aquatic resource. Further, all concrete waste shall be stockpiled separately from sediment and protected with erosion control measures to ensure that concrete dust and/or debris is not discharged into an aquatic resource. The District or its contractor shall determine the appropriate waste management practices based on considerations of flow velocities, site conditions, availability of stockpile locations, availability of erosion control materials, construction costs, and other requirements that may be outlined within the District's MS4 permits.

SWPPP – BMP 18 - In Water Work or Diversions: During planned work in water or stream diversion, any discharges to waters of the State shall conform to the following water quality standards:

a) Oil and Grease: Water discharges shall not result in the deposition of oils grease wax or other materials in concentrations that result in a visible film or coating of objects in the water, or that cause a nuisance or adversely affect beneficial uses.

b) Oxygen: The dissolved oxygen content of surface waters shall not be depressed below 5mg/L for waters designated WARM, as a result of controllable water quality factors. In addition, waste discharge shall not cause the median dissolved oxygen concentration to fall below 85 percent of saturation or the 95th percentile concentration or fall below 75 percent of saturation within a 30-day period.

c) pH: The pH of inland surface waters shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharge.

d) Turbidity: Increases in turbidity the result from controllable water quality factors shall comply with the following: where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 10 NTU; and where natural turbidity is greater than 100 NTU, increases shall not exceed 10 percent. Changes in turbidity shall not adversely affect beneficial uses, Measurements of turbidity shall be taken 100 feet downstream of Project activities.

e) Temperature: The temperature of waters designated WARM shall not be raised above 90 degrees June through October or above 78 degrees during the rest of the year as a result of controllable water factors.

Sampling for a-e above shall be conducted in accordance with Table 3 of the 401 Water Quality Certification, page 11. Baseline sampling shall be conducted at 1 location and all other sampling shall be conducted at least 2 locations upstream and downstream of the project area. Results of the sampling shall be submitted to the Water Board by the 15th day of each subsequent sampling month. A map or drawing showing the location of sampling points shall be submitted with each Water Board submittal.

SWPPP – BMP 19: Equipment Maintenance: No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow. Motorized Equipment shall not be maintained or parked in or near any stream crossing, channel in such a manner that petroleum products or other pollutants from equipment might enter these areas under any

flow conditions. Vehicles shall not be driven, or equipment shall not be operated on-site in waters of the State onsite except as is necessary to complete the Project.

Invasive Species: Equipment will be cleaned prior to entering the worksite and between worksites to prevent the spread of invasive species.

Firearms/Pets: No firearms or pets will be allowed at the work areas. Firearms carried by authorized security and law enforcement personnel are exempt (Wash Plan GM-16).

Fire Suppression: Adequate fire suppression capability will be maintained in active construction areas including having a water tender on site in active construction areas during periods of high fire danger (Wash Plan GM-15).

Water Quality Monitoring Diversion Plans: Should water be encountered during construction and maintenance, clear water diversion structures such as diversion ditches, berms, dikes, cofferdams, slope drains, rock, gravel bags, filter fabric or turbidity curtains, drainage and interceptor swales, pipes, or flumes shall be employed, as needed to protect water quality downstream. A Water Diversion Plan shall be submitted to District Environmental staff 30 days prior to work in order to notify CDFW office. In addition, Water Work or Water Diversion action requires notification to District Environmental staff within 48 hours of occurrence so that the Regional Water Board can be notified. An In-Water Work/Diversion Water Quality Monitoring Report will be provided to District Environmental staff within 3 days following any water diversion. During planned work in water or stream diversions any discharge(s) to waters of the State. The District shall conform to the following water quality standards: (401 Section 3, CDFW 2.14.5, 2.24)

1. Oil and Grease. Waste discharges shall not result in deposition of oil, grease, wax, or other material in concentrations that result in a visible film or in coating objects in the water, or that cause a nuisance or adversely affect beneficial uses.
2. Oxygen. The dissolved oxygen content of surface waters shall not be depressed below 5 mg/L for waters designated WARM, as a result of controllable water quality factors. In addition, waste discharge shall not cause the median dissolved oxygen concentration to fall below 85 percent of saturation or the 95th percentile concentration or fall below 75 percent of saturation within a 30-day period.
3. The pH of inland surface waters shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharge.
4. Turbidity. Increases in turbidity that result from controllable water quality factors shall comply with the following: where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20 percent; where natural turbidity is between 50 and 100 NTU, increases shall not exceed 10 NTU; and where natural turbidity is greater than 100 NTU, increases shall not exceed 10 percent. Changes in turbidity shall not adversely affect beneficial uses. Measurements of turbidity shall be taken 100 ft. downstream of Project activities.

- Temperature. The temperature of waters designated WARM shall not be raised above 90° F June through October or above 78° F during the rest of the year as a result of controllable water quality factors

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Oil and Grease	N/A	Visual	Continuous
Dissolved Oxygen	mg/L & % saturation	Grab	Once per day for the first five days of in-water work or water diversion. If no exceedances occur in the first five days, then monitoring shall occur once per week. If exceedances are recorded during the first five days, then monitoring shall continue once per day
pH	Standard Units	Grab	
Turbidity	NTU	Grab	
Temperature	°F (or as °C)	Grab	

Baseline sampling shall be conducted at least at one location within the Project boundary. All other sampling shall take place at a minimum of two locations: the sample locations shall be upstream and downstream of the construction area. Results of the analyses shall be submitted to the Santa Ana Water Board by the 15th day of each subsequent sampling month. A map or drawing indicating the locations of sampling points shall be included with each submittal.

Prior to Clearing, Grubbing and Ground Disturbing

Staked areas: The construction work area and access routes will be staked in consultation with District biologist; areas outside the project limits shall be avoided. The construction work area is shown in the attached Figures. Native vegetation within the project limits will be avoided to the greatest feasible extent. Staking shall be maintained during construction.

Delineate Work Area: In consultation with the District's Designated Biologist, Contractor shall clearly delineate the outer perimeter of the work areas, avoidance areas, and access routes within the project with GIS shapelines and appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats. No construction-related activity shall be permitted outside the marked area. The demarcated area shall be limited to the mapped project disturbance area shown in application maps. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the project site shall be instructed about the restrictions. The Contractor shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The District's Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety. Visible delineation materials will not be required when the boundaries of the project area abut anthropogenic structures or landmarks (such as access roads, the end of the concrete channel, or levees) that clearly delineate the authorized work area for project personnel.

The limits of construction will be marked, fenced, and maintained until work is completed (Wash Plan GM-4).

Demarcated area wall be mapped consistent with Figure 1 of CEQA IS/MND and Figure 4 of USACE Permit

Permittee shall delineate the work area with fencing or other materials to ensure temporary impacts to waters do not exceed the limits authorized (401 G 3e)

Remove Temporary Flagging, Fencing, Barriers: Permittee shall remove all temporary flagging, fencing, or other barriers from the project site and vicinity of DFG Section 16-02 resources upon completion of activities (1600.17).

Stormwater Pollution Prevention Plan (SWPPP): Prior to construction, the Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that includes BMPs to ensure that disturbed soils and other pollutants do not enter a watercourse and impact water quality. BMPs are detailed within this document.

BMPs for effective perimeter control shall be in place at all times to control the discharge of pollutants from the Project site during construction. (401 G-3b).

Construction waste shall be contained and protected against exposure to stormwater. Chemical, fuel, and lubricant containers shall be kept closed and protected from damage. Stockpiles shall have effective erosion control BMPs in place. Discharge of wastewater is prohibited. Substances that could be harmful to aquatic life shall not be discharged into soils or waters. These substances include petroleum lubricants and fuels, cement, epoxies, paints, and other materials. All waste concrete shall be removed from the Project site.

SWPPP - BMP 9 - Invasive Plant Removal Protocols: Invasive plant species: Invasive plants shall be removed in a manner that prevents propagation of those species in the same location and/or in other locations or waterbodies throughout the facility and/or County. BMPs to stabilize disturbed soils shall include the use of native plant species whenever feasible. If decontamination is not done onsite, Permittee or designated contractor shall transport contaminated equipment in sealed plastic bags and kept separate from clean gear. Prevention best management practices and guidelines can be found on the California Invasive Plant Council's website at: <https://www.cal-ipc.org/solutions/prevention/> and for aquatic species can be found at the Stop Aquatic Hitchhiker's website at <https://stopaquatichitchhikers.org/>

Invasive Species and Soil Borne Pathogens: BMPs to stabilize disturbed soils shall include the use of native plant species whenever feasible (401 G-4).

If decontamination is not done onsite, Contractor shall transport contaminated equipment in sealed plastic bags and kept separate from clean gear. Prevention best management practices and guidelines can be found on the California Invasive Plant Council's website at: <https://www.cal-ipc.org/solutions/prevention/> and for aquatic species can be found at the Stop Aquatic Hitchhiker's website at <https://stopaquatichitchhikers.org/> (1600 2.19).

Post Construction

Post-Project Site Clean-up (2.17): Remove Temporary Flagging, Fencing, Barriers. Contractor shall remove all temporary flagging, fencing, and/or barriers from the Project site and vicinity of Fish and Game Code section 1602 resource areas upon completion of project activities.

Final Contouring of designated onsite mitigation areas: There are two onsite mitigation

sites below Abbey Way that will be restored with habitat following construction. The Contractor shall coordinate final grading of these areas with the District biologist to ensure the areas are contoured to ensure the best possibility for plant success. Refer To Attachments for mitigation area locations.

Pesticides/Herbicides: All herbicides, surfactants, and other pesticides utilized within or adjacent to the project area shall comply with state regulations. (1602 Section 2.18). The District Aquatic Pesticides permit outlines a schedule of monitoring requirements, BMPs, and conditions designed to promote the reduction of pollutants in stormwater discharges. The permit (Order Number 2013-001)02-DWQ) requires the District to manage pesticides and herbicide applications under specific criteria. (CEQA BMP-8)

- 1) All herbicides, surfactants, and other pesticides used within areas subject to Fish and Game Code section 1600 *et seq* shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).
- 2) Permittee shall only utilize herbicide sprays via aerial or ground application when wind speed measures less than 10 miles per hour.
- 3) Permittee shall ensure all herbicide sprays utilized within and adjacent to waters and sensitive habitat in the project area contain a dye (registered for aquatic use by CDPR) to prevent overspray.
- 4) Permittee shall only use pesticides for which a "no effect" determination has been issued by the U.S. Environmental Protection Agency's (EPA) Endangered Species Protection Program (<http://www.epa.gov/oppfead1/endanger/>) for any species likely to occur within the **project area** or downstream. Prior to applying pesticides, Permittee shall verify that selected pesticides are not on an endangered species bulletin issued by the U.S. EPA. Bulletins are posted at <http://www.epa.gov/oppfead1/endanger/bulletins.htm>

SWPPP- BMP 8 - Application of Pesticides, Herbicides, and Fertilizers: The District Aquatic Pesticides permit outlines a schedule of monitoring requirements, BMPs, and conditions designed to promote the reduction of pollutants in stormwater discharges. The permit (Order Number 2013-0002-DWQ) requires the District to manage pesticides and herbicide applications under specific criteria. All herbicides and pesticides utilized within or adjacent to the project areas within a streambed shall be registered for aquatic use by the California Department of Pesticide Regulation (1600 2.18.1).

General Requirements. Apply pesticides and herbicides in accordance with California Department of Pesticide Regulation requirements: (1) Read and follow manufacturers' label requirements before each application; (2) Check sprinkler system for overflows into the streets and storm drain; (3) As much as possible, utilize safer alternatives such as insecticidal soaps and horticultural oils.

Herbicide Applicator Training Requirement. The San Bernardino County Department of Agriculture/Weights and Measures (Ag) is contracted by the District to spray various flood control facilities throughout the County for vegetation control. Many times, the Ag spray rigs are not able to spray close to fence lines and in tight areas. Spotty re-growth also occurs and is required to be re-sprayed.

The District consulted with Ag to develop a plan for weed abatement that is an extension of Ag's current weed abatement program; using the same herbicide (Monsanto Roundup Pro Concentrate or similar glyphosate product). The application process has been approved by Ag and is determined not to require a California State Qualified Applicator License (QAL) or Certificate (CAC) per 3CCR section 6504. The District application of herbicide shall be under the constant monitoring of Ag, who will be dispensing the herbicide and conducting random monitoring inspections in the field. District staff shall complete daily records of herbicide use by amount and location. These logs shall be turned in to Ag monthly to ensure no overuse of herbicides occurs.

At least annually, Ag shall provide training to District staff consisting of: 1) Classroom instruction on the laws and regulations governing the application of herbicides in the State of California 2) Review of the functions of the Department of Agriculture/Weights and Measures Pest Management Division Written Employee Training Program for Pesticide Applicators, Herbicide Applications; including: a) Safety Procedure; b) MSDS for Monsanto Roundup Pro Concentrate (or similar glyphosate product), signs, symptoms & effects of exposure, c) Pesticide Safety Series N1, N2, N4, N5, N7, N8; d) Review of the Dept of Ag Pesticide Monitoring Inspection form; e) Instruction on completing and submission of the required daily use log; f) Practical demonstration of identification and proper use of items required for safe transport, mixing, pouring, application, clean up, storage, disposal of wastes, and emergency procedures associated with the Roundup Pro Concentrate (or similar glyphosate product) herbicide application procedure and g) The required personal protective equipment and hygiene practices. 3) Employee will perform a proficiency demonstration of knowledge of the above training items; 4) Employee will successfully complete a verbal/written post test on the above training. Herbicides shall be applied by the District on a limited basis. Licensing standards and procedures are established by DPR and are described in: 1998 California Code of Regulations, Title 9 (Food and Agriculture); and 1997 California Food and Agriculture Code (Divisions 6, 7, and 13).

CONSTRUCTION SITE VIBRATION MONITORING

For demolition and removal of existing concrete structures between East Highland Storm Drain and Old Greenspot Road, Contractor must complete work within said reach within 60 working days, 30 working days for demolition of existing structures and 30 working days for installation of the precast box and removal of plate shoring. Contractor is responsible for costs associated for not meeting the above stated working days which includes but is not limited to: a) District's Consultant fees for monitoring; and b) Residents relocation costs; and c) District's incurred costs. The Contractor must adhere to the following special mitigation measures to minimize and monitor construction site vibration:

- A. The use of impact pile driving equipment is prohibited. Instead, alternative pile driving methods and equipment (e.g., drilling, or non-impact alternative) must be used to reduce Project construction noise and vibration levels.
- B. Ground-borne vibration monitors will be installed adjacent to the Project between the limits specified above and monitored by the District's Consultant. Contractor's construction/demolition activities shall not cause vibration to exceed 0.2 in/sec PPV. If Contractor's method of construction/demolition exceeds the specified threshold, Contractor must modify their method of construction/ demolition.
- C. **Limit Vibration Annoyance** – If monitoring vibration levels exceed the County of San Bernardino 0.2 in/sec PPV annoyance threshold, then relocation of residents, and/or hours restrictions to day (s)/time(s) when the impacted receivers(s) are unoccupied, shall be provided for activities within 25 feet of the affected receiver location(s). The District may elect to implement this mitigation measure in advance of NOISE-7
- D. Prior to start of construction activity between Station 23+70 and Station 29+87, the Contractor is required to participate in the Pre-Construction Inspection to be performed by District's Consultant. The District's Consultant shall take the lead and the Contractor will be present to witness and assist with identifying pre-existing damages/concerns. The Contractor must provide a fourteen (14) calendar day window for Engineer to review the Pre-construction Inspection Report. No ground disturbing activity will be permitted within stated Project limits until the Engineer has approved the Pre-Construction Report.
1. Contractor must attend the scoping meeting with the Engineer and District's Consultant prior to commencement of any pre-construction survey work to discuss the draft work plan for accomplishing said work.
 2. The pre-/post-construction surveys will consist of properties in the affected area, documenting the condition of the exterior of the homes.
 3. The pre-construction survey shall include documentation of elevation of buildings and conditions of visible exterior wall and flatwork as viewed from the adjacent grade level. It will detail (by engineering sketches, video tape, photographs, and/or notes) any existing structural, cosmetic, plumbing, or electrical damage.
 4. Hardcopy photos will not be required but the Pre-Construction Report content shall include a listing of all photos taken, a proof sheet or "thumbnail sheet" for each structure, and a separate CD or USB thumb drive containing the digital photos of each structure.
 5. A report shall be issued that will summarize the pre-construction condition of the building(s) and will identify areas of concern, including potential personnel hazards (falling debris) and structural elements that may require support or repair. This document will establish the baseline against which any potential damage will be compared.
 6. The Contractor must work with the District's Consultant and provide their proposed construction method(s). Said construction method shall be approved by the Engineer. It is suggested that the Contractor has alternative construction methods

ready should the Contractor's first method exceed vibration threshold. If the Contractor's method of construction exceeds vibration threshold, Contractor must cease work until the Engineer agrees to alternative construction method.

E. Monitoring During Construction and Post-Construction Survey

Crack displacement monitoring gages will be installed as appropriate across any significant existing cracks to help verify any additional building distress if it should develop. The gages will be read prior to vibration-producing activities, as well as during these activities. Data shall be obtained on a weekly basis for as long as vibration-producing activities are being conducted. The Contractor will be notified immediately of any significant change/movement of structures or soil that could result in movement of structures detected by the monitoring gages.

The Contractor must notify the Engineer in writing upon completion of ground disturbing activity in the monitored area. No sooner than 30 days after issuance of the aforementioned written notice, the Contractor must participate in the post-construction survey of all structures. The same protocols used in the pre-construction survey as specified in Section 14-1.1C.

F. Damage Claim Investigations

The Contractor must accompany the Engineer and District's Consultant to meetings with the person(s) who submits a damage claim. The District shall be informed of all claimants and will attend all meetings with claimants. The above-mentioned parties will follow the complainant through the structure and document all alleged damage claims, using both written and photographic records.

The Contractor is fully liable for any damage caused by his activities, included but not limited to activities of his subcontractors or suppliers, as provided under applicable law. Nothing stated in the project contract documents or agreements shall in any way lessen or limit legal requirements otherwise applicable to the Contractor.

Measurement and Payment - The contract lump sum price paid for "**Construction Site Vibration Monitoring**" shall be made in two (2) fifty percent (50%) installments. The first installment shall be paid upon Engineer's approval of the Pre-Construction Report and the final installment shall be paid upon Engineer's approval of the Final Post-Construction Survey. The contract lump sum price paid for "**Construction Site Vibration Monitoring**" shall include full compensation for all costs incurred under this work.

CONSTRUCTION SITE NOISE MITIGATION – TEMPORARY NOISE BARRIER

This work shall consist of installing, maintaining and removing temporary noise barriers as shown on the plans, these Special Provisions or as directed by the Engineer. The Contractor must install a temporary Noise Barrier as shown per the plans prior to demolition of existing box culvert/trap channel between Station 23+70 and Station 29+86.77. Noise Barrier must remain in place until work is complete within this reach. Upon removal of Noise Barrier, Contractor must erect temporary site fence with sight block/windscreen.

Exact location for placement of temporary noise barrier shall be determined in the field with approval of the Engineer.

Separate notices for residents adjacent to work must be delivered five business days and again at three business days before operation of heavy equipment. Notices must state locations and dates of work.

Noise barriers must meet the following requirements:

- a. Noise barriers must be a minimum 12-foot high;
- b. Noise barriers must have a solid face from top to bottom.
- c. Noise barrier shall provide a minimum transmission loss of 20 dBA (Federal Highway Administration, Noise Barrier Design Handbook). The noise barrier shall be constructed using an acoustical blanket (e.g., vinyl acoustic curtains or quilted blankets) attached to the construction site perimeter fence or equivalent temporary fence posts. Sound Transmission Class rated STC-25 or 32 in accordance with ASTM E-413. Example photos are provided in green pages.
- d. Noise barrier must be maintained, and any damage promptly repaired. Gaps, holes, or weaknesses in the barrier or openings between the barrier and the ground shall be promptly repaired; Noise barrier must be fully secured to prevent pets from escaping.
- e. Noise barrier and associated elements shall be completely removed, and the site appropriately restored upon the completion of the construction activity.
- f. Noise barrier must be Flame Retardant to California Fire Marshall F-419.01 Specifications; Length of Char: 3", After Flame: 2 Seconds;
- g. Noise barrier must have a Working Temperature: -40 °F to +200 °F;
- h. Noise barrier must be Oil resistant, UV resistant, Fiber-Free, Anti-Fungal, Self-Drying Poly-Vinyl Chloride Outer Shell with specially developed inner core septum barrier.

Standard Measures Required Throughout Project Construction

During Project site construction between Old Greenspot Road and Merris Street, Contractor must equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The Contractor must place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receivers nearest the Project site.

The Contractor must locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site during all Project construction (i.e., south of Abbey Way).

The Contractor must design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.

Haul routes must be approved by the Engineer and the **City of Highland**.

The contract lump sum price paid for "**Construction Site Noise Mitigation - Temporary Noise Barrier**" shall be considered full compensation for providing, installation, maintenance,

and removal, including clean-up of private property, of the temporary noise barrier including all labor, materials, tools, equipment and incidentals, and doing all work required in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

NOT FOR BID

Environmental Mitigation measures shall include those requirements noted in the Environmental specifications, including the following excerpts:

CONSTRUCTION MITIGATION PLAN

The following construction noise and vibration mitigation plan is required to reduce potential impacts at adjacent, sensitive residential structures, and occupied sensitive residential receiver locations. Table ES-1 outlines the mitigated measures listed below.

1. MITIGATION MEASURES REQUIRED TO REDUCE IMPACTS AT SENSITIVE STRUCTURES

- The use of impact pile driving equipment shall be prohibited. Instead, alternative pile driving methods and equipment (e.g., drilling or non-impact alternative) shall be used to reduce Project construction noise and vibration levels.
- Pre- and post-construction surveys of the nearby residential structure(s), documenting the condition of the interior and exterior of the structures, shall be provided for residential structures represented by receiver locations R3 and R8, adjacent to the channel between Old Greenspot Road and Merris Street.
- Ground-borne vibration monitoring of nearby residential structures, represented by receiver locations R1, R3 and R8 adjacent to the channel between Old Greenspot Road and Merris Street, shall be required for the duration of Project construction between Old Greenspot Road and Merris Street. The monitoring shall be based on the Caltrans residential building damage threshold of 0.3 in/sec PPV. Though Caltrans identifies a residential building damage threshold of 0.3 in/sec PPV, the County of San Bernardino may require that vibration levels do not exceed a more conservative threshold (e.g., lower) at their discretion.

2. MITIGATION MEASURES REQUIRED TO REDUCE IMPACTS AT SENSITIVE RECEIVER LOCATIONS (IF OCCUPIED)

- If monitored vibration levels exceed the County of San Bernardino 0.2 in/sec PPV annoyance threshold then relocation of residents, and/or hours restrictions to day(s)/time(s) when the impacted receiver(s) are unoccupied, shall be provided for the duration of activities within 25 feet of the affected receiver location(s).
- Install the following temporary construction noise barriers at the minimum heights specified for each receiver location when Project construction activities are within 25 feet of occupied noise-sensitive residential homes:
 - Minimum 10-foot high temporary noise barriers for occupied residential homes represented by receiver locations R1, R2, R3, R5, R6, R7, R8 and R9;
 - The temporary noise control barriers shall be located at the edge of Project construction activities and must have a solid face from top to bottom. The noise control barrier must meet the minimum height and be constructed as follows:
 - The temporary noise barrier shall provide a minimum transmission loss of 20 Dba (Federal Highway Administration, Noise Barrier Design Handbook). The noise barrier shall be constructed using an acoustical blanket (e.g. vinyl acoustic curtains or quilted blankets) attached to the construction site perimeter fence or equivalent temporary fence posts. Example photos are provided in Appendix 7.3;
 - The noise barrier must be maintained, and any damage promptly repaired. Gaps, holes, or weaknesses in the barrier or openings between the barrier and the ground shall be promptly repaired;

- The noise control barrier and associated elements shall be completely removed, and the site appropriately restored upon the conclusion of the construction activity.

Relocation and/or Hours Restrictions

- If the above is not feasible then relocation of residents, and/or hours restrictions to day(s)/time(s) when the impacted receiver(s) are unoccupied, shall be provided for the duration of activities within 25 feet of the affected receiver location(s).

STANDARD MEASURES REQUIRED THROUGHOUT PROJECT CONSTRUCTION

- During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receivers nearest the Project site.
- The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receivers nearest the Project site during all Project construction (i.e., south of Abbey Way).
- The contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.
- Residences and other noise-sensitive land uses within 100 feet of Project construction shall be notified of the construction in writing. The notification shall describe the activities anticipated, provide dates and hours of activity, and provide contact information with a description of a noise and/or vibration complaint and response procedure. The notification shall also advise residents to remain indoors with windows closed when construction activity is occurring outside of their homes to avoid elevated exterior noise and/or vibration levels.

NOT FOR BID

TABLE ES-1: CONSTRUCTION NOISE & VIBRATION MITIGATION MEASURES

Construction Activity	Vibration Level Threshold (in/sec PPV)	Temporary Noise Barrier Screening Distance (Feet)	Noise Level Threshold (Dba Leq)	When Required?
MITIGATION MEASURES REQUIRED TO REDUCE IMPACTS AT SENSITIVE STRUCTURES				
Pile Driving Impact	The use of impact pile driving equipment shall be prohibited. Instead, alternative pile driving methods and equipment (e.g., drilling or non-impact alternative) shall be used to reduce Project construction noise and vibration levels.			
All Construction Activities Between Old Greenspot Road and Merris Street	0.3 in/sec PPV <i>Building Damage at sensitive structures</i>	-	-	Ground-borne vibration monitoring of nearby residential structures, represented by receiver locations R3 and R8 adjacent to the channel between Old Greenspot Road and Merris Street, shall be required for the duration of Project construction between Old Greenspot Road and Merris Street. The County of San Bernardino may require that vibration levels do not exceed a more conservative threshold (e.g., lower) at their discretion.
MITIGATION MEASURES REQUIRED TO REDUCE IMPACTS AT SENSITIVE RECEIVER LOCATIONS (IF OCCUPIED)				
Activities Generating Vibration Levels in Excess of 0.2 in/sec PPV At Occupied Sensitive Receiver Locations	0.2 in/sec PPV <i>Annoyance at occupied sensitive receiver locations</i>	-	-	If monitored vibration levels exceed the County's 0.2 in/sec annoyance threshold then relocation of residents, and/or hours restrictions to day(s)/time(s) when the impacted receiver(s) are unoccupied, shall be provided for the duration of activities within 25 feet of the affected receiver location(s).
All Construction Activities Noise-specific mitigation	-	25'	85 Dba Leq <i>at occupied sensitive receiver locations</i>	Temporary 10-foot high noise barriers required if construction activity occurs within 25 feet of occupied sensitive receivers. If the noise level threshold cannot be satisfied, relocation of residents, and/or hours restrictions to day(s)/time(s) when the impacted receiver(s) are unoccupied, shall be provided.

AA

15 EXISTING FACILITIES

Add to Section 15-1.03A General

Remove Chain Link Fence, Gates, Post and Footings - This work shall consist of removal and disposal of existing boundary chain link fences, gates, posts, and footings at the locations shown on the plans.

Existing chain link fences, gates, posts, and footings at locations shown on the Plans shall be removed as directed by the Engineer. Removed chain link fences, gates, posts, and footings shall be disposed of outside the District's right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

Remove and Reinstall Pipe Gate - This work shall consist of removing and reinstalling existing pipe gates as shown on the plans in accordance with San Bernardino County Flood Control District Standard Plan SP 209 and these Special Provisions.

The location of pipe gate shown on the plan is approximate only. The exact location shall be determined and approved by the Engineer.

Remove and Dispose Rail & Wire Revetment - This work shall consist of removal and disposal of existing rail and wire revetment at the locations shown on the plans.

This work shall conform to the provisions in Section 15, "Existing Facilities," and of the Standard Specifications and these Special Provisions.

It shall be the responsibility of the bidder to investigate and be satisfied as to the conditions to be encountered, and scope of work to be performed.

Remove Base and Asphalt Concrete Pavement - Work shall consist of removing existing bituminous surfacing and base material 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 and base material shown on the plans, shall 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 asphalt surfacing and base material removed shall be disposed of outside the highway right of way as provided in Section 14-10 "Solid Waste Disposal and Recycling," and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

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.

Cold Plane Asphalt Concrete Pavement - Work shall consist of cold plane (milling) and disposal of existing asphalt concrete pavement to the lines and depths as shown per Plan. Exact limits shall be approved by the Engineer.

The provisions of Section 42, "Groove and Grind Concrete", 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 machine 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 equipped with a cutter head not less than 30 inches in width and 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 0.20-foot depth of cut at the centerline established by the Engineer and a minimum 0.20-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 0.20-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.

Where utility access fixtures exist within the area to be planed, these shall be protected from damage. At manhole locations a rectangular pattern of planer cuts shall be performed (prior to through planing) to a depth of not less than 0.20-foot and no closer than 1 foot from the outside of the manhole frame. These shall be extended far enough to allow meeting the minimum specified depth of cut with the through planing operation. At the Contractor's option and sole expense, the Contractor must arrange with the utility owners to lower manhole frames and covers to clear planing operations. The Contractor must lower valve covers, as needed, to clear planing operations.

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 14-10, "Solid Waste Disposal and Recycling," and Section 14-11.06, "Contractor-Generated Hazardous Waste 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.

Remove and Dispose of Drain and Pipe; Remove Concrete (Box Culvert, Transition Structure, and Underlying Trap Channel South Old Greenspot Road, Approx. STA 24+00 to STA 29+87); Remove Concrete (Box Culvert at Abbey Way); Remove Concrete (Box Culvert at Merris Street); Remove Concrete (Channel Upstream of Merris Street, Approx. STA 21+80 to STA 24+00); Remove Concrete (Transition Structure Highland Channel) -

This work shall consist of removal and disposal of existing concrete pipe and structures at the locations shown on the plans including reinforced concrete box culvert, reinforced concrete channel, headwalls, wingwalls, junction structures, transition structures, cut-off walls, concrete paving, concrete walls, concrete curbs, drain inlets, reinforced concrete pipe, including all metal appurtenances such as steel reinforcement, steel barriers, manhole lids, steel grates, and steel access doors. Limits of demolition shall be approved by Engineer prior to work.

This work shall conform to the provisions in Section 15, "Existing Facilities," and Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

Existing concrete will be broken into individual pieces and disposed off-site. Existing concrete shall not be reused as revetment or buried in levee embankments or otherwise used on-site.

Removed concrete shall be disposed of outside the County right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

It shall be the responsibility of the bidder to investigate and be satisfied as to the conditions to be encountered, and scope of work to be performed.

Cut, Remove, and Dispose of Approximately 6' of Existing 12" DIP Flushing Line Store Flap Gate – This work will consist of cutting a 12" Ductile Iron Pipe approximately 6' from end of current location along the northside of Abbey Way within the limits shown on the Plans, and shall conform to the provisions in Section 15 "Existing Highway Facilities" of the Standard Specifications. The pipe is to be cut to a length so it can be attached to the channel with a junction structure, called for in section 51 of these Special Provisions. The existing flap gate shall be removed and stored for future reattachment.

12" Flap Gate Replace – This work will consist of reattaching the stored 12" flap gate that had previously been removed and stored shall conform to the provisions in section 15 "Existing Highway Facilities" of these Standard Specifications.

Cut, Remove, and Dispose Existing 8" ACP – This work will consist of neatly cutting, removing, and disposing of an 8" Asbestos Cement Pipe water line parallel to Merris Street within the limits shown on the plans, and conform to the provisions in Section 15 "Existing Highway Facilities."

The Contractor shall prepare for the District, all documents necessary to obtain a Temporary 90-day ID number from the Environmental Protection Agency (EPA) for use as the Generator ID number. The Contractor shall submit said documents to the Engineer for processing. Any delays caused for not completing the correct forms shall be borne by the Contractor.

The Contractor shall remove ACP in accordance with applicable Federal, State, and local laws and regulations and conform to the requirements of any needed permits. The Contractor shall provide sufficient supervision and monitoring to assure said conformance. The handling of ACP must follow the EPA and the California Occupational Safety and Health Administration (Cal/OSHA) Regulations.

At all times when the work of removing the pipe is not in progress, all openings into the remaining/abandoned pipe shall be kept tightly closed to prevent the entrance of animals.

During the removal and disposal of the ACP, other operations may continue in unaffected areas reasonably believed to be safe and shall immediately cease in the affected area.

All removal and disposal of ACP, including any exploratory work to identify and determine the extent of such ACP, will be performed by the Contractor at the Contractor's expense.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The pipe shall be disposed of at a landfill authorized to handle asbestos waste. The Contractor shall supply chain of custody documents and receipts from the landfill to the resident Engineer. The Contractor shall submit a completed Uniform Hazardous Waste Manifest to the Engineer.

Contractor shall provide a Certificate of Compliance with Section 1529 of the Construction Safety Orders, in the form of a submitted letter. Such compliance shall be at the Contractor's expense.

The Contractor shall provide copies of applicable certifications to the Engineer.

The Contractor shall provide a Hazardous Waste Transporter Registration, Hazardous Materials Certificate of Registration, Hazardous Materials Transportation License, and Asbestos (ASB) Certification to the Engineer.

Material to be removed from the site shall become the property of the Contractor and shall be disposed of outside the site of work by the Contractor at his own expense.

Cut, Remove, and Dispose Existing 12" DIP – This work will consist of neatly cutting, removing, and disposing of a 12" Ductile Iron Pipe water line parallel to Abbey Way within the limits shown on the plans, and conform to the provisions in Section 15 "Existing Highway Facilities".

Material to be removed from the site shall become the property of the Contractor and shall be disposed of outside the site of work by the Contractor at his own expense.

Cut, Remove and Dispose Existing Abandon 3" Steel Gas Line - This work will consist of cutting, removing, and disposing of a 3" abandon steel gas line located within construction limits of Old Green Spot Road shown on the plans, and conform to the provisions in section 15 "Existing Highway Facilities".

Add to Section 15-1.04 Payment

Remove Chain Link Fence, Gates, Posts and Footings - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal and disposal of existing chain link fence, gates, posts, and footings, including fabric, foundations, etc. shall be considered as included in the contract price paid linear feet for "**Remove Chain Link Fence, Gates, Posts, and Footings**" bid item and no additional compensation will be allowed therefor.

Remove and Reinstall Pipe Gate - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal, storage, preparation, and installation of pipe gate including post hole excavation, concrete for gate posts, fabrication, welding of gate hardware, all labor, materials, tools, equipment, incidentals, and all work required to install the pipe gate, complete in place, in accordance with the Plans, the Standard Specifications, these Special Provisions or as directed by the Engineer, or his authorized representative. Work shall be considered as included in the contract price paid each for "**Remove and Reinstall Pipe Gate**" and no additional compensation will be allowed therefor.

Remove and Dispose Rail & Wire Revetment - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal and disposal of existing rail and wire revetment shall be considered as included in the contract price paid linear feet for "**Remove and Dispose Rail & Wire Revetment**" and no additional compensation will be allowed therefor.

Remove Base and Asphalt Concrete Pavement - The contract price paid square yards for "**Remove Base and Asphalt Concrete Pavement**" 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, including hauling and disposing of removed materials, as specified in the Standard Specifications and these special provisions and no additional compensation will be allowed therefor.

Cold Plane Asphalt Concrete Pavement - The contract price paid square yards for “**Cold Plane Asphalt Concrete 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 all sediment, debris and planed material; and constructing, maintaining, removing and disposing of temporary transitions, as specified in these special provision and no additional compensation will be allowed therefor.

The quantity to be paid for will be the actual area of surface cold planed within the project limits 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.

Remove and Dispose of Drain and Pipe; Remove Concrete (Box Culvert, Transition Structure, and Underlying Trap Channel South Old Greenspot Road, Approx. STA 24+00 to STA 29+87); Remove Concrete (Box Culvert at Abbey Way); Remove Concrete (Box Culvert at Merris Street); Remove Concrete (Channel Upstream of Merris Street, Approx. STA 21+80 to STA 24+00); Remove Concrete (Transition Structure Highland Channel) - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal and disposal of existing “**Remove Inlet structures and Reinforced Concrete Pipe**” and “**Remove and Dispose of Drain and Pipe**” shall be considered as included in the contract price paid Each for the various items of work listed and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for removal and disposal of existing concrete structures shall be considered as included in the contract price lump sum paid for the “**Remove Concrete Structure (Box Culvert, Transition Structure, and Underlying Trap Channel South Old Greenspot Road, Approx. Sta. 24+00 to Sta.29+87**”, “**Remove Concrete Structure (Box Culvert at Abbey Way)**”, “**Remove Concrete Structure (Box Culvert at Merris Street)**”, “**Remove Concrete (Channel Upstream of Merris Street, Approx. STA 21+80 to STA 24+00)**”, and “**Remove Concrete (Transition Structure Highland Channel)**” for each item of work listed and no additional compensation will be allowed therefor.

Cut, Remove, and Dispose of Approximately 6’ of Existing 12” DIP Flushing Line Store Flap Gate – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in cutting, excavation, backfill, compaction, removing, and disposing of the 12” DIP to the northside of Abbey Way shall be considered as included in the contract price paid per lump sum for “**Cut, Remove, and Dispose of Approximately 6’ of Existing 12” DIP Flushing Line Store Flap Gate**” and no additional compensation will be allowed therefor.

12” Flap Gate Replace – Full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all the work involved in reattaching the 12” flap gate shall be considered as included in the contract price paid each for “**12” Flap Gate Replace**” and no additional compensation will be allowed therefor.

Cut, Remove, and Dispose Existing 8” ACP – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in “Cutting, Removing, and Disposing of an Existing 8” Asbestos Concrete Pipe” shall be considered as included in the contract price paid Liner Feet for “**Cut, Remove, and Dispose Existing 8” ACP**” and no additional compensation will be allowed therefor.

Cut, Remove, and Dispose Existing 12” DIP – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in “Cutting, Removing, and Disposing of an Existing 12” Ductile Iron Pipe” shall be considered as included in the contract price paid lump sum for “**Cut, Remove, and Dispose Existing 12” DIP**” and no additional compensation will be allowed therefor.

Cut, Remove, Dispose Existing Abandon 3” Steel Gas Line, and Cap Ends Left In Place – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in “Cutting, Removing, Disposing of an Existing Abandon 3” Steel Gas Line, and Cap Ends Left In Place” shall be consider as included in the contract price paid lump sum for “**Cut, Remove, Dispose Existing Abandon 3” Steel Gas Line, and Cap Ends Left In Place**” and no additional compensation will be allowed therefor.

NOT FOR BID

AA

DIVISION III EARTHWORK AND LANDSCAPE

AA

17 GENERAL

Add to section 17-2.01

Do not sell or give away materials from improvements to the general public at the job site. Contractor may sell materials to duly licensed contractors and material vendors provided that materials are removed from the job site.

Any trash or debris found in the District and City right-of-way shall be removed and disposed of outside the District and City right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, and "Hazardous Waste and Contamination," of the Standard Specifications.

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

The Contractor shall remove temporary flagging, fencing, and/or barriers from the project site and vicinity of areas upon completion of project activities.

Invasive plant species shall be removed in a manner that prevents propagation of those species in the same location and/or in other locations or waterbodies throughout the facility and/or County. Where maintenance activities are required, Operations staff shall spray and/or mow invasive plant species before seeds ripen. All cut/removed invasive vegetation shall be taken to an approved refuse facility as a load designated for destruction. Operations staff shall prevent cut stems and/or seed material from being transported downstream and/or being left behind to allow the seed to propagate. In the case of giant reed (*Arundo donax*) removal, the District shall minimize ground disturbance and use foliar glyphosate treatment on smaller infestations. Stems shall be removed only when the plants are determined to be dead and unable to re-sprout and/or propagate.

Invasive Species and Soil Borne Pathogens: BMPs to stabilize disturbed soils shall include the use of native plant species whenever feasible (401 G-4)

If decontamination is not done onsite, Permittee or designated contractor shall transport contaminated equipment in sealed plastic bags and kept separate from clean gear. Prevention best management practices and guidelines can be found on the California Invasive Plant Council's website at: <https://www.cal-ipc.org/solutions/prevention/> and for aquatic species can be found at the Stop Aquatic Hitchhiker's website at <https://stopaquatichitchhikers.org/> (1600 2.19

Add to Section 17-2.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for clearing and grubbing work shall be considered as included in the contract price paid lump sum for "**Clearing and Grubbing**" bid item and no additional compensation will be allowed therefor.

NOT FOR BID

19 EARTHWORK

Add to Section 19-2.01A General

Excavation bid items shall include excavating, removing, hauling, and disposal of all excess material encountered except materials specifically included in "Clearing and Grubbing", "Remove Chain Link Fence, Gates, Posts, and Footings", "Remove Inlet and Reinforced Concrete Pipe", "Remove Base and Asphalt Concrete Pavement", "Remove Concrete (Box Culvert, Transition Structure, and Underlying Trap Channel South Old Greenspot Road, Approx. STA 24+00 to STA 29+87)", "Remove Concrete (Box Culvert at Abbey Way)", "Remove Concrete (Box Culvert at Merris Street)", "Remove Concrete (Channel Upstream of Merris Street, Approx. STA 21+80 to STA 24+00)", "Remove Concrete (Transition Structure Highland Channel)", "Remove and Dispose Rail & Wire Revetment", "Remove, Salvage, and Reinstall Pipe Gate", and "Cold Plane Asphalt Concrete Pavement".

The material to be removed may include, but is not limited to, aggregate base course, earth, hardpan, silt, clay, sand, gravel, cemented sand and gravel, large rocks, boulders, adobe, detached pieces of stones and concrete, rock fills, existing fills of miscellaneous debris and rubbish, concrete, metal, and other unsuitable materials.

Where it becomes necessary to excavate beyond the normal lines of excavation in order to remove boulders or other interfering objects, the voids remaining after the removal of such boulders or interfering objects shall be backfilled with material equal to or better than native, or otherwise approved by the Engineer, or his authorized representative. If, during the progress of excavation, material is encountered which, in the opinion of the Engineer, or his authorized representative, is unsuitable for sub-grade for the structure to be constructed thereon, the Engineer, or his authorized representative, shall direct the Contractor to excavate beyond the pay limits shown per Plans.

Excavation and embankment shall be measured to the grading plane. Any work that needs to be done to obtain the compaction requirements for the area below the grading plane shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid for Excavation bid items, and no additional compensation will be allowed therefor.

All earthwork quantities are as measured in place based on design and survey in-place quantities. No factors are applied for swell or shrinkage due to excavation, compaction, or other causes. The Contractor must adjust unit prices to account for swell and shrinkage.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with

Dispose of surplus material. Ensure enough material is available to complete embankments and fills before disposing of it.

Add to Section 19-2.03B Surplus Material

Surplus excavated material and material that has been determined unsuitable for embankment construction, fills, slope facing, rock slope protection, or erosion control/re-vegetation, including

rock, must be exported, and disposed outside of District right-of-way. Surplus excavated material shall include dirt, rock, silt, sediment, deleterious matter, material unsuitable for backfill, embankment, material suitable for embankment, and all other surplus earthen material except for those materials addressed by other Sections in these Special Provisions.

The Contractor must apply water to control dust that may be engendered by stockpiling, handling, or transporting surplus dirt. Earthen material must be consolidated and graded to drain as shown on the plans, slopes must be track-walked and stabilized as specified in the project SWPPP.

Add to Section 19-2.04 Payment

Full compensation for conforming to disposal of surplus excavated material shall include furnishing all labor, water, hauling, materials, tools, equipment, incidentals, work involved in obtaining and complying with the requirements plans, standard specifications, special provisions, and for completing the work, shall be considered as included in the various contract items and no additional compensation will be allowed therefor.

Full compensation for excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans, including all access roads, access ramps, and earth graded channel transitions, upstream and downstream, furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid cubic yards for "**Roadway Excavation**" and "**Channel and Reinforced Concrete Box Excavation**" and no additional compensation will be allowed therefor.

Add to Section 19-3.02C Structural Backfill

The material used for structure backfill shall be native soil. Crushed stone or pea gravel greater than aggregate size 3/8" shall not be used as structure backfill.

Structure backfill shall consist of placement and 95% relative compaction of backfill material above, under and behind of reinforced concrete structures as RCB and wing walls.

Structure backfill material shall be placed in uniform layers and shall be brought up uniformly on all sides of the structures. The gradation and distribution of materials through the compacted backfill shall be such that the backfill is free from lenses, pockets, streaks, and layers of material differing substantially in texture of gradation from surrounding materials. The thickness of each layer of backfill shall not exceed eight inches (8") in height before compaction.

Compaction of the structure backfill shall be accomplished by hand-operated or heavy construction equipment, depending on the area to be filled. The Engineer or his authorized representative shall determine which method shall be used. Heavy construction equipment shall not be operated within five feet (5') of concrete walls.

At locations where drainage pipes are installed, earth material placed above limits of structure backfill and in zones not otherwise covered by compaction requirements shall be considered

as embankment as prescribed in Section 19-6, "Embankment Construction," of the Standard Specifications.

Add to Section 19-3.03B Structure Excavation

Over-Excavation – For foundation preparation for all reinforced concrete structures, the top 12" of the sub-grade shall be scarified and re-compacted to a minimum compaction of 95% of its maximum dry density as measured by ASTM D1557 before concrete is placed. Field density tests shall be made at representative locations selected by the Engineer, or his authorized representative. The Contractor at his own expense must perform such scarification work, including importing of material is required.

Any depression resulting from excess excavation shall be compacted to 95% or filled to footing or invert slab with a slurry cement backfill in accordance with Standard Specifications 19-3.03F, "Slurry Cement Backfill."

Where it becomes necessary to excavate beyond the normal lines of excavation in order to remove boulders or other interfering objects, the voids remaining after the removal of such boulders or interfering objects shall be backfilled with material equal to or better than native, or otherwise approved by the Engineer, or his authorized representative. If, during the progress of excavation, material is encountered which, in the opinion of the Engineer, or his authorized representative, is unsuitable for sub-grade for the structure to be constructed thereon, the Engineer, or his authorized representative, shall direct the Contractor to excavate beyond the pay limits shown per plans. Excavation and backfill shall be measured to the grading plane. Any work done to obtain the compaction requirements for the area or areas below the grading plane shall be the responsibility of the Contractor.

Add to Section 19-3.03F Slurry Cement Backfill

The Contractor shall utilize 1-sack slurry cement (94 pounds Portland cement per cubic yard) for the Slurry Cement Backfill.

Materials for slurry cement backfill shall be thoroughly machine-mixed in a pug mill, rotary drum, or other approved mixer. Mixing shall continue until the cement and water are thoroughly dispersed throughout the material. Slurry cement backfill shall be placed in the work within one hour after mixing.

Add Section 19-3.04 Payment

Scarification and re-compaction to a minimum compaction of 95% of its maximum dry density as measured by ASTM D1557 shall be considered as included in the contract prices cubic yards paid for "**Structure Backfill**" and no separate payment will be made therefor. The volume of scarification and re-compaction is not included in the estimated quantities.

Class 2 aggregate base placed below footings is paid for as structure backfill.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including scarification, and importing of material, and for doing all work involved in structure backfill, including backfilling, compacting and incidentals shall be considered as included in the contract price paid per cubic yard for "**Structure Backfill**" and no separate payment will be allowed therefor.

Full compensation for over-excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans shall include furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid per cubic yard for various “**Structural Concrete**” bid items and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in providing and placing slurry cement backfill, complete in place, shall be considered as included in the contract price paid per cubic yard for “**Structure Backfill (Slurry Cement)**”, and no additional compensation will be allowed therefor.

Replace item 3 in the list in the 6th paragraph of section 19-3.04 with

1. Structure excavation more than 1 foot from the depth shown is paid for as a work-character change if Contractor requests an adjustment or the Engineer orders an adjustment.

Add to Section 19-6 Embankment Construction

Channel embankment shall conform to Section 19-6, “Embankment Construction,” of the Standard Specifications. No rock larger than 12-inches will be allowed to be incorporated into the embankment material.

Wall backfill and embankment shall consist of the transportation, placement, compaction, and finish grading of all fills necessary to complete the work, except as specified elsewhere in these Special Provisions.

The embankment fill will be compacted with each layer spread evenly and thoroughly mixed during spreading to ensure uniformity of material and moisture in each layer. The layers are to be maximum 8-inch loose lifts and shall be compacted to a relative density not less than 90% as measured by California Test C-231 (Nuclear Gauge). Moisture content of each lift shall be maintained at 1% to 4% above the optimum moisture content. The gradation and distribution of materials through the compacted channel fill shall be such that the embankment is free from lenses, pockets, streaks, and layers of material differing substantially in texture and gradation from surrounding material.

The Contractor must vary his operation when required to allow the Engineer, or his authorized representative, to conduct in-place density tests on the compacted fill.

The Engineer, or his authorized representative, shall make field density tests for control purposes for each layer of fill placed. Density tests may be made in places selected by the Engineer, or his authorized representative, and at intervals not exceeding one foot (1') of fill height. If the surface is disturbed, the density tests shall be made in the compacted materials below the disturbed zone. When these tests indicate that the density or moisture content of any layer of fill or portion thereof does not meet the specified density or moisture content, the particular layer or portions thereof shall be reworked until the specified density and moisture content have been obtained.

The Contractor shall maintain and protect the compacted channel fill in a satisfactory condition at all times until final completion and acceptance of the work under this contract. Any approved

channel fill material, which is rendered unsuitable after being placed, shall be removed, and replaced by the Contractor in a satisfactory manner, and no additional compensation will be allowed, therefore. This refers especially to material rendered unsuitable by rainfall or oil spill.

Embankment shall consist of all reinforced concrete box backfill and embankment fill up to the grading plane adjacent to proposed structures, except for the zone defined as "Structure backfill". Said backfill shall be at 90% relative compaction, as measured by California Test CT231.

Earth swale shall conform to the provisions in Section 19 "Earthwork" of the Standard Specifications and these Special Provisions. Earth swale shall be graded to drain as shown on the Plans or as directed by the Engineer or his authorized representative.

Add to Section 19-6.03A Construction

Prior to placement of embankment, the areas to receive shall be cleared and grubbed. Trees within the embankment areas should be removed along with all roots greater than two (2") inches in diameter. Soils disturbed by tree trunk/root removal should be removed to expose firm soils. Care should be taken not to encroach upon or otherwise damage native and/or historic trees designated by the District or appropriate agencies to remain. Resulting excavations should be shaped with side slopes no steeper than 5:1 (horizontal to vertical) prior to scarification, moisture conditioning, compaction, and placement of embankment soils.

Prior to placing material, satisfactory existing ground shall be scarified to a minimum depth of six (6") inches and compacted to a relative compaction of not less than 90% of the maximum dry density as determined by ASTM D1557.

Over-Excavation – Unsatisfactory existing soil such as soft, loose, dry, saturated, spongy, organic-rich, highly fractured, or otherwise unsuitable ground shall be over-excavated to competent ground as evaluated by the Engineer or the project Geotechnical Consultant. All undocumented fill soils under proposed structure footprints should be excavated.

Embankments shall be keyed and benched on ground with slopes steeper than 5:1 (horizontal to vertical). Key shall be a minimum of fifteen (15) feet wide and at least two (2) feet deep, into competent material. Other benches shall be excavated a minimum height of four (4) feet into competent material or as otherwise recommended by the Engineer or the project Geotechnical Consultant. In order to facilitate protection in place of the existing concrete trapezoidal channel side slopes, benching is not required upstream of station 39+10.

The gradation and distribution of materials shall be such that the fill is free from lenses, pockets, streaks, and layers of material differing substantially in texture and gradation from surrounding material. Material used shall be free of vegetation, stumps, roots, and other unsuitable contamination. Earth fill material shall not contain more than 3 percent of organic materials (by dry weight, ASTM D2974). Nesting of the organic materials shall not be allowed. Rocks larger than three inches (3") shall be considered as "oversize rock" and shall be disposed of by the Contractor. Oversized material shall not be placed within ten (10) feet measured vertically from finish grade, or within two (2) feet of future utilities or underground construction.

Existing keyway and embankment soils that meet above specifications may be reused for fill construction unless otherwise directed by the Engineer.

If importing of fill material is required for grading, proposed import material shall meet the above requirements, and be free of hazardous materials ("contaminants") and rock larger than 3 inches (3") in largest dimension. All import soils shall have an Expansion Index (EI) of 20 or less and a sulfate content no greater than (\leq) 500 ppm.

Embankments and backfill shall be compacted with each layer spread evenly and thoroughly mixed during spreading to ensure uniformity of material and moisture in each layer. The layers are to be maximum eight inches (8") loose lifts and shall be compacted to a relative density not less than 90% of the maximum dry density as determined by ASTM D1557. Moisture content of each lift shall be maintained within 3% of optimum moisture content for onsite soils. No backfill material shall be deposited against the back of the concrete wall until the concrete has developed strength not less than required by the Standard Specifications.

In addition to normal compaction procedures specified above, compaction of slopes shall be accomplished by back rolling of slopes with sheep's-foot rollers at increments of 3 to 4 feet in fill elevation, or by other methods producing satisfactory results acceptable to the Engineer or the project Geotechnical Consultant. Upon completion of grading, relative compaction of the fill, out to the slope face, shall be at least 90 percent of the maximum dry density as determined by ASTM D1557.

Add to Section 15.6.04 Payment

All earthwork quantities are as measured in place based on design and survey in-place quantities. No factors are applied for swell or shrinkage due to excavation, compaction, or other causes. The Contractor must adjust unit prices to account for swell and shrinkage.

Excavation and embankment shall be measured to the grading plane. Any work done to obtain the compaction requirements for the area below the grading plane shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid cubic yards for "**Channel and Reinforced Concrete Box Excavation**" and/or "**Roadway Excavation**" bid item, and no additional compensation will be allowed therefor.

Scarification and re-compaction shall not be considered as included in the contract prices cubic yards paid for "**Embankment**" and "**Structure Backfill**" and no separate payment will be made therefor. The volume of scarification and re-compaction is not included in the estimated quantities.

Full compensation for excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans, including all access roads, access ramps, upstream and downstream transitions, furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid cubic yards for "**Channel and Reinforced Concrete Box Excavation**," and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in roadway excavation, as specified in this section, shall be considered as included in the contract price paid cubic yards for "**Roadway Excavation**," and no additional compensation will be allowed therefor.

Full compensation for all embankment (compacted fill) construction described in this section, except as described in other paragraphs and elsewhere in these Special Provisions, including furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid cubic yards for "**Embankment**" and no additional compensation will be allowed therefor.

Full compensation for performing grading, preparing subgrade at the grading plane, as specified in Section 19-1.03C, "Grade Tolerance" of the Standard Specifications, for placing and compacting the material; filling and compacting holes, pits, and other depressions; placing selected material where required; all as shown on the plans, and as directed by the Engineer, shall be considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in structure backfill, including backfilling, compacting and incidentals shall be considered as included in the contract price paid cubic yards for "**Structure Backfill**" and no separate payment will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in slurry cement structure backfill, including backfilling, compacting and incidentals shall be considered as included in the contract price paid cubic yards for "**Structure Backfill (Slurry Cement)**" and no separate payment will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in grading earth swale, including excavating, backfilling, compacting and incidentals shall be considered as included in the contract price paid cubic yards for various items of work and no additional compensation will be allowed therefor.

AA

21 EROSION CONTROL

Add to Section 21-2.02O(4) Erosion Control Blankets

This work shall consist of installing erosion control blanket as shown on the plans and these Special Provisions (see green pages).

Erosion Control Blanket may be woven or non-woven polypropylene fabric with a minimum thickness of 0.06 in., minimum width of 12 ft and should have minimum tensile strength of 150lbs (warp), 80 lbs (fill) in conformance with the requirements in ASTM Designation: D 4632.

The permittivity of the fabric should be approximately 0.07 sec⁻¹ in conformance with the requirements of ASTM Designation: D 4491. The fabric should have an ultraviolet (UV) stability of 70 percent in conformance with the requirements in ASTM Designation: D 4355.

Staples shall be 16 Gauge Steel Wire and should be U-shaped with 8 in. legs and 2 in. crown.

Add to Section 21-2.04 Payment

The contract unit price paid square yards for "**Erosion Control (Blanket)**" shall be considered full compensation for supplying and installation of erosion control blanket including all labor, materials, tools, equipment, and incidentals, and doing all work required in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

NOT FOR BID

AA

22 FINISHING ROADWAY

Add to Section 22-1.03 Construction

Finishing Roadway shall consist of the work necessary to accomplish final construction work involved in finishing the entire project, including all ramps, connecting roads and streets, frontage roads, road approaches, streets and pavement, utility access adjustments, channelized intersections, whether inside or outside the highway right of way, and all other areas disturbed by the Contractor's operations, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer. Such work shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties effected by the project or occupied by the Contractor during performance of the work.

Add to Section 22-1.04 Payment

The contract price paid lump sum for "**Finish Roadway**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing the entire project, including all ramps, connecting roads and streets, frontage roads, road approaches, and channelized intersections, whether inside or outside the highway right of way, and all other areas disturbed by the Contractor's operations, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

NOT FOR BID

AA

DIVISION IV SUBBASES AND BASES

AA

24 STABILIZED SOILS

Add to Section 24-3 Cement Stabilized Soil

Portland cement used in soil cement bedding shall conform to the provisions in Section 90, "Portland Cement Concrete," except that testing will not be required.

Water used for soil cement bedding shall be free from oil, salts and other impurities which would have an adverse effect on the quality of the bedding material.

Soil should consist of materials existing in the area of construction. The soil should not contain any material retained on a 2-inch sieve. Clay or silt lenses, or asphaltic and organic materials should be removed prior to mixing with cement and water.

The aggregate, cement and water shall be proportioned either by weight or by volume. Not less than 282 pounds of Portland cement shall be used for each cubic yard of material produced. Substitution of the minimum 282 pounds per cubic yard of cement with fly ash or pozzolanic material will not be allowed, however said material may be added for workability. The water content shall be between one percent below to two percent above the optimum water content as determined by California Test Method (CTM).

Materials for soil cement shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer, Construction methods shall comply with recommendations below:

Soil cement shall be placed in a uniform manner that will prevent voids and compacted to at least 95% relative compaction as determined by CTM, finished, and cured.

Ground preparation: Prior to placing the soil-cement or compacted fills, the excavation bottoms should be scarified to a depth of 8 inches, moisture conditioned as necessary to achieve a uniform water content between 1 and 3 percentage points above optimum water content, and then recompactd in place to a relative compaction of at least 90 percent.

Temperature: Soil-cement should not be mixed or placed if the air temperature is less than 40 degrees Fahrenheit in the shade. Hot weather requires additional moisture application to the materials, faster placement and compaction operations, and additional curing effort.

Mixing and Spreading: Mixing recommendations provided below are for mixed in-place conditions. If central mixing plant is used for mixing, recommendations provided in American Concrete Institute report prepared by ACI committee 230 (ACI 230.1R-90) for mixing should be followed.

Loose soils should be spread in the mixing area to a uniform thickness not exceeding 8 inches and the specified quantity of cement spread uniformly on the soil. The cement should be mixed

with the soil until they are sufficiently blended to prevent the formation of balls when the water is applied. Water can then be incorporated into the mixture. Excessive concentration of water on or near the near surface must be avoided.

After all mixing water has been applied, mixing should continue until a uniform and intimate mixture of soil, cement and water has been obtained. The total elapsed time between the addition of water to the mixture and the start of compaction must not exceed 60 minutes, and the mixture must not be left undisturbed for longer than 30 minutes during this period.

Placing: The mixture should be placed and spread on the moistened subgrade, or previously completed soil-cement, with equipment that will produce layers of such widths and thicknesses as are necessary for compaction to the required dimensions of the completed soil-cement layers. Successive layers should be placed as soon as practicable after the preceding layer is completed.

The Contractor must take all necessary precautions to avoid damage to completed soil-cement by the equipment, and to avoid the deposition of raw earth or foreign materials between layers of soil-cement.

All soil-cement surfaces that will be in contact with succeeding layers of soil-cement should be kept continuously moist until placement of the subsequent layer. Any loose material on the surface of completed layer should be removed, and the surface moistened immediately before placement of the next layer.

Compaction: Soil-cement should be uniformly compacted to at least 95% relative compaction CTM.

At the start of compaction, the mixture should be in a uniform, loose condition throughout its full depth and its water content should not be more than one percentage point below, nor two percentage points above the specified optimum water content. No section will be left undisturbed for longer than 30 minutes during the compaction operation.

Finishing: After completion of placement of compacted layers, the soil-cement layer should be further shaped if necessary to the required line, grades, and cross-sections and rolled to a reasonable smooth surface. Surface compaction should be done in such a manner as to produce, in not longer than 2 hours, a dense surface free of compaction planes or loose materials.

Curing: Temporary exposed surfaces should be kept moist. Care must be exercised to ensure that no curing material other than water is applied to the surfaces that will be in contact with the succeeding layers.

Last layers of soil-cement should be kept in moist conditions for 7 days, or they may be covered with some suitable curing material, subject to Engineer's approval. Any damage to the protective covering within 6 days should be repaired to the satisfaction of the Engineer.

Maintenance: The Contractor should be required, within the limits of the contract, to maintain the soil cement in good conditions until all work is completed and accepted. Maintenance should include immediate repairs of any defects that may occur. Faulty work should be replaced for the full depth of the layer.

Observation and testing: Soil-cement should be placed under the observation of the District's representative and should be tested to verify that the specified relative compaction and water content are being achieved.

Foreign material which falls into the trench prior to or during placing of the soil cement shall be immediately removed.

Add to Section 24-3.04 Payment:

The contract price paid cubic yards for "**Soil Cement**" shall include full compensation for furnishing all labor, materials, tools, equipment, cement, sloping, loading, hauling, depositing, stockpiling, preparing subgrade at the grading plane and incidentals, and for doing all the work involved for placing and complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

NOT FOR BID

AA

26 AGGREGATE BASES

Add to Section 26-1.01

Aggregate base shall be Class 2 or 1" minus where noted and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications, and these special provisions.

Add to Section 26-1.04 Payment

The contract price paid cubic yards per for "**Class 2 Aggregate Base**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Aggregate Base, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid cubic yards for "**1"- Crushed Aggregate Base**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Aggregate Base, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

NOT FOR BID

AA

DIVISION VI STRUCTURES

AA

51 CONCRETE STRUCTURES

Add Section 51-1.01A General

This work shall consist of constructing reinforced rectangular concrete channel (RCC), reinforced concrete box (RCB) culverts, (2'x2' culvert per Caltrans Std. Plan D80 (Modified), headwalls, cut-off walls, parapet walls, invert depression, concrete aprons, drain inlets, ramps, junction structures, Sedimentation Basin, and all other types of Portland cement concrete structures to the lines and grades established by the Engineer and in conformance with the designs and details shown on the plans, specified in the Standard Specifications and these Special Provisions.

The Contractor has the option to construct the RCB culverts as either cast-in-place or precast as shown in the Plans and specified in these Special Provisions.

Add Section 51-1.01C Submittals

The Contractor shall submit to the Engineer, or his authorized representative, all concrete mix designs for approval prior to placing any concrete.

Delivery tickets shall be submitted to the Engineer or his authorized representative at the project site with each load of concrete. Tickets shall include the following information:

- Job and plant identification
- Mix design reference
- Individual batch weights of components
- Amount of free water in load
- Amount of water added to load
- Total water allowed per the design mix.
- Total quantity of concrete in the load
- Running total quantity delivered to the job for the day or continuous pour

Tickets shall also show the time of day at which the material was batched and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged.

Frequency of concrete testing and plant inspection shall be determined by the Engineer.

Concrete deliveries will be rejected for any of the following reasons:

1. If an elapsed time of 90 minutes is exceeded from batching to placement of concrete.
2. If concrete temperature exceeds 90 degrees Fahrenheit.

3. Concrete, in the opinion of the Engineer or his authorized representative, has become too stiff for effective placement or consolidation.

Add Section 51-1.02B Concrete

Structural concrete shall conform to the provisions in Section 51 "Concrete Structures" and Section 90 "Portland Cement Concrete" of the Standard Specifications and these Special Provisions.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

Fly ash shall conform to ASTM C618, "Standard Specifications for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Concrete," Class F.

Calcium Chloride or potential reactive aggregates shall not be used with any structural concrete. Type II Portland Cement Concrete shall be used for concrete structures.

Aggregate used to produce concrete shall be obtained from proven sources of materials not reactive to alkali or sulfates.

Construction of falsework which is to be supported by a concrete invert may not commence until 48 hours after the supporting concrete has been placed. If heavy equipment is to be placed on the invert concrete to erect falsework, the supporting concrete shall be 7-days old or shall have attained a compressive strength of not less than 2,500 psi. Unless otherwise directed by the Engineer, concentrated falsework loads shall be spread over the supporting concrete so as to reduce the soil pressure beneath the concrete to less than 2,000 psi, assuming 45-degree lines of distribution through the slab.

For foundation preparation for all concrete structures, the top 12" of the sub-grade shall be compacted to a minimum compaction of 95% of its maximum wet density as determined by California Test CT231 (Nuclear Gauge) before concrete is placed. Field density tests shall be made at representative locations selected by the Engineer, or his authorized representative.

Foundation excavation and preparation shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

All construction joints shall be clean of surface latency, curing compounds, and other foreign materials before fresh concrete is placed against the surface of the joint. Abrasive blast methods shall be used to clean the joints to the extent that clean aggregate is exposed. All construction joints shall be flushed with water, washed thoroughly to remove all loose material, and allowed to dry to a surface dry condition immediately prior to placing concrete. All joints shall be inspected and approved by the Engineer, or his authorized representative, prior to placing fresh concrete.

RCB culvert invert; RCC invert; and all cut-off walls shall be constructed of Class 1 concrete having minimum 28-day compressive strength of not less than 5,000-psi and a combined aggregate gradation of one and one half (1-1/2) inch maximum as shown in Section 90-3.04 "Combined Aggregate Gradings" of the Standard Specifications.

RCB culvert walls, deck & parapet; RCC walls; and drainage inlet structures shall be constructed of Class 1 concrete having minimum 28-day compressive strength of not less than

4,000-psi and a combined aggregate gradation of one (1)-inch maximum as shown in Section 90-3.04 "Combined Aggregate Gradings" of the Standard Specifications.

Any structural concrete to be placed shall have a minimum 28-day ultimate compressive strength of not less than 4,000-psi.

Maximum slump for Class 1 / 5,000-psi structural concrete shall be four inches (4"). Delivered plant mix shall have a three-inch (3") slump. The District may permit the Contractor to add water in the field due to hot weather, pumping, or other reasons, but the field slump may not exceed four inches (4") without approval of the Engineer.

Maximum slump for Class 1 / 4,000-psi concrete shall be four inches (4") unless otherwise permitted by the Engineer.

Attention is directed to Section 19-3, "Structure Excavation and Backfill," Section 51 "Concrete Structures", and Section 51-1.06C "Removing Falsework". The Contractor shall adjust concrete mix design to ensure that strengths coincide with planned stripping of falsework and backfill operations.

Minor Concrete (Apron and Cut-Off Wall (48" RCP)) shall conform to the provisions in Section 51-1.02 "Minor Structures" of the Standard Specifications.

Add Section 51-1.03 Finishing Concrete

Concrete finish shall be a steel trowel, rough broom finish, and protected against scarring, damage, graffiti, and defacement.

Add Section 51-1.04 Payment

The contract price paid cubic yards per for "**Class 1 Concrete (Inverts and Cut-Off Walls)**" Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for "**Class 1 Concrete (Walls, Decks, and Parapets)**" Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for "**Class 1 Concrete (Retaining Wall per Caltrans RSP B3-1B Type1 (Case 1))**" Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for **“Class 1 Concrete (2’ x 2’ Culvert per Caltrans Std Plan D80 (Modified))”** Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for **“Class 1 Concrete (Wingwall per Caltrans Std Plan D84)”** Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for **“Class 1 Concrete (Headwall per Caltrans Std Plan D89)”** Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for **“Class 1 Concrete (Sedimentation Basin)”** Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards per for **“Minor Concrete (Apron and Cut-Off Wall (48” RCP))”** Concrete Structures shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

Add Section 51-8 Manholes

Manhole structures shall be constructed in accordance with SPPWC Std. 323-2 as shown on the plans and details, and as specified in these Special Provisions. Manhole Frame and Cover shall be per SPPWC 630, Manhole Shaft Per SPPWC 324-2, Steps per SPPWC 636-3.

Concrete used to perform work described in this section shall conform to Section 51, “Concrete Structures,” of the Standard Specifications and Section “Concrete Structures” elsewhere in these Special Provisions.

Metal work shall conform to Section 75, “Miscellaneous Iron and Steel,” of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing the manhole assemblies including associated earthwork, steps, covers, reinforcing steel, concrete, manholes shafts, complete in place, shall be considered as included in the contract price paid each for **“Manhole (2’x2’ RCB) Construct”**, as identified and no additional compensation will be allowed therefor.

Add Section 51-9 Junction Structures

Junction structures, including pipe connections to concrete walls, shall be constructed in accordance with SPPWC Std. 333-2, “Junction Structure - Pipe to RCB,” and modified SPPWC Std. 333-2, “Junction Structure – RCB to RCB”, and Junction Structure per SBCFCD Std. Plan 220, as shown on the plans and details, and as specified in these Special Provisions.

Concrete shall conform to Sections 51, “Concrete Structures,” of the Standard Specifications and Section “Concrete Structures” in these Special Provisions. Concrete used for junction structures shall contain not less than 675 pounds of cementitious material per cubic yard and shall have a minimum 28-day compressive strength of 5,000 psi.

The combined aggregate shall be either 1½-inch or 1-inch maximum grading, per Section 90-1.02C(4)(d), “Combined Aggregate Gradation” of the Standard Specifications.

Metal work shall conform to Section 75, “Miscellaneous Metal” of the Standard Specifications and in these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing the junction structures, including associated earthwork, reinforcing steel etc., complete in place, shall be considered as included in the contract price paid for each **“Junction Structures per SPPWC 333-2 (12” DIP)”** and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing the junction structures, including associated earthwork, reinforcing steel etc., complete in place, shall be considered as included in the contract price paid for each **“Junction Structures per SPPWC 333-2 (24” RCP)”** and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing the junction structures, including associated earthwork, reinforcing steel etc., complete in place, shall be considered as included in the contract price paid for each **“Junction Structures per SPPWC 333-2 (2’X2’ RCB)”** and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing the junction structures, including associated earthwork, reinforcing steel etc., complete in place, shall be considered as included in the contract price paid for each **“Junction Structures per SPPWC 333-2 (48” RCP)”** and no additional compensation will be allowed therefor.

Add Section 51-10 Concrete Drain Inlet

Drain inlets shall be constructed as shown on the plans and shall be in accordance with Caltrans Standard D75A and as modified on the plans and details. The inlet shall be connected to a 24-inch RCP with a concrete collar per SPPWC Std 380-4.

Concrete shall conform to Sections 90, "Concrete," and metal work shall conform to Section 75, "Miscellaneous Metal," of the Standard Specifications, and as indicated on the Plans and in these Special Provisions. Concrete shall contain not less than 675 pounds of cementitious material per cubic yard and have a minimum 28-day compressive strength of at least 5,000 psi.

Grout shall conform to the provisions of Section 202-2 "Concrete Block" of the Standard Specifications for Public Works Construction. Air-entraining admixture shall be added to the grout per Section 90-1.021, "Concrete in Freeze-Thaw Areas," of the Standard Specifications.

Metal frames, covers, grates, handles, and trash racks shall conform to the provisions in Section 75-1.02, "Materials," of the Standard Specifications and these Special Provisions.

The earthwork involved with the construction of these concrete drain inlets shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications, the Plans, and these Special Provisions. In the case of conflicting requirements between the Standard Specifications and the Special Provisions and/or Plans, the Special Provisions and the Plans shall govern.

Full compensation for furnishing all labor, materials, including miscellaneous iron and steel, tools, equipment, and incidentals for doing all the work involved in constructing the concrete drain inlets, including associated excavation and backfill, concrete work, reinforcement, concrete collar, connecting to RCP, complete in place, as shown on the plans and details, shall be considered as included in the contract price paid each for "**36" Corrugated Steel Pipe Inlet (0.109" Thick) (Caltrans Std Plan D75A Type GMP)**" and no additional compensation will be allowed therefor.

Add Section 51-11 Precast Reinforced Concrete Box Culverts (Highway Loading)

The precast RCB sections shall be cast monolithically or segmentally as shown on the plans.

The precast concrete box culvert shall be designed and constructed as shown on the plans and shall be in accordance with Jensen Precast or approved better.

1. Earthwork shall conform to the provisions in Section 19 "Earthwork" of Standard Specifications.
2. Reinforced for RCB culverts constructed in accordance with Jensen Precast "Precast Reinforced Concrete Box Culvert," and Jensen Precast "Precast Reinforced Concrete Box Culvert – Miscellaneous Details," may be welded wire fabric conforming to the requirements in ASTM Designation: A 185/A 185M or A 497/A 497M.
3. A Certificate of Compliance conforming to the provisions in Section 6-2.03, "Certificates of Compliance," of the Standard Specifications shall be provided to the Engineer for each precast member shipment. The certificate shall be signed by the manufacturer's

quality control representative and shall state that all materials and workmanship comply in all respects with the specification requirements and all approved submittals.

4. The dry cast method of construction will be permitted when designated on the working drawings. When the dry cast method is used, the results shall be equal in all respects to those obtained by conformance with the provisions in Section 51 "Concrete Structures" of the Standard Specifications and adequate arrangements shall be made and carried out for curing, finishing, and protecting the concrete. External vibrators shall be used and the forms shall be sufficiently rigid to resist displacement or damage. The dry casting forms may be removed at any time after consolidation of the concrete providing no slumping of the concrete occurs.
5. Shop drawings shall be submitted to the Engineer for approval in conformance with the provisions in Section 5-1.23B "Shop Drawings" of the Standard Specifications. Shop drawings shall show the construction method, precast unit dimensions, configuration of the reinforcement (including splice type and location), and height of earth cover. The shop drawings shall also include layout information which indicates the lengths and layout of the culvert sections throughout the alignment, including the locations of blockouts for penetration of side drain connections and manholes. The shop drawings shall show additional reinforcement in the box structure at manhole and side drain connections.
6. Concrete for precast units shall be sampled and tested by the precast manufacturer for compressive strength at least once every production shift and not less than once daily. Test results records shall be available to the Engineer at all times during regular work shifts.
7. Each precast unit shall be clearly marked by indentation, waterproof paint, or other approved means. Markings shall include the County contract number, date of manufacture, name or trademark of the manufacturer, and design earth cover. Each precast unit shall be clearly marked by indentation on either the inner or outer surface during the process of manufacture so that the location of the top will be evident immediately after the forms are stripped. In addition, the word "top" shall be lettered with waterproof paint on the inside and outside surface of the top of each precast unit.
8. Manufacturing tolerances for precast concrete box culvert section shall conform to the requirements in Section 11 "Permissible Variations" of AASHTO Specifications: M259
9. The ends of the precast members shall be so formed that the sections can be laid together to make a continuous line of box sections with a smooth interior free of appreciable irregularities in the flow line.
10. Handling devices or holes will be permitted in each member for the purpose of handling and laying. Cored and handling holes shall be plugged and sealed so the members meet all the requirements in the specifications.
11. Splices in circumferential reinforcement shall be made by lapping. Welded connections at splices for the outside apron of steel will be allowed only in the splice area shown on the Plans. The wall reinforcement on the inside of the box may be lapped and welded

at any location or connection by welding at the corners to the slab reinforcement at the inside of the box.

12. The exposure of spacers, standoffs, or the ends of longitudinal used to position the reinforcement shall not be a cause for rejection. Spacers or standoffs shall not be welded to circumferential reinforcement. Spacers or standoffs may be welded to longitudinal reinforcement.
13. Laying of precast concrete box culvert shall conform to the provisions for laying reinforced concrete pipe in section 65-1.03 "Construction" of the Standard Specifications and these Special Provisions.
14. Joints shall conform to the provisions for cement mortar or resilient material joints in Section 65-2.02F "Joints" of the Standard Specifications. An external sealing band conforming to the requirements in ASTM Designation: C877 may be used in lieu of the joint material in Section 65-2.02F.
15. Precast concrete box culvert will be measured and paid for by the linear foot in the same manner as specified for reinforced concrete pipe in Section 65-1.04, "Payment" of the Standard Specifications and these Special Provisions.
16. Full compensation for erecting precast concrete box culvert members shall be considered as included in the contract price paid linear foot for precast concrete box culvert and no additional compensation will be allowed therefor.

Attention is directed to "Precast Concrete Quality Control (Highway Loading)" of these Special Provisions.

Excavation, backfill, structure backfill, and slurry cement backfill for the precast box culvert shall be paid as set forth in the "Earthwork and Structural Backfill (95% Relative Compaction)" section of these Special Provisions and are not included in the prices of the RCB culverts.

Slurry cement backfill shall conform to Section 19-3.03F

Add Section 51-12 Precast Reinforced Concrete Quality Control (Highway Loading)

Precast concrete quality control for precast concrete box culverts subject to highway loading shall conform to these Special Provisions

Unless otherwise specified, precast concrete quality control shall apply when any precast concrete members are fabricated in conformance with the provisions in Section 51 "Concrete Structures," of the Standard Specifications.

Quality Control (QC) shall be the responsibility of the Contractor. The Contractor's QC inspectors shall perform inspection and testing prior to precasting, during precasting, and after precasting, and as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the details shown on the Plans, and to the Standard Specifications.

Precasting materials must be available to the District for inspection. Allow the District free access at all times to any portion of the fabrication site where material is stored, or work is performed. Precast concrete members are inspected at the fabrication site. The Contractor

shall notify the District when materials are delivered to the fabrication site. Allow 10 days after notifying the Department before starting fabrication.

Quality Assurance (QA) is the prerogative of the Engineer. Regardless of the acceptance for a given precast element by the Contractor, the Engineer will evaluate the precast element. The Engineer will reject any precast element that does not conform to the approved Precast Concrete Quality Control Plan (PCQCP), the details shown on the Plans, or to these Special Provisions.

The Contractor shall designate in writing a precast Quality Control Manager (QCM) for each precasting facility. The QCM shall be responsible directly to the Contractor for the quality of precasting, including materials and workmanship, performed by the Contractor and all subcontractors. The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall not be employed or compensated by any subcontractor, or other persons or entities hired by subcontractors, or suppliers, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Prior to submitting the PCQCP required herein, a meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing precast concrete operations for this project, shall be held to discuss the requirements for precast quality control.

QC Inspectors shall either be 1) licensed as Civil Engineers in the State of California, or 2) have a current Plant Quality Certification, Level 1, from the Precast/Prestressed Concrete Institute. A QC Inspector shall witness all precast concrete operations.

A. Precast Concrete Qualification Audit

Unless otherwise specified, no contractor or subcontractors performing precast concrete operations for the project shall commence work without having successfully completed the Caltrans Precast Fabrication Qualification Audit, hereinafter referred to as the audit.

An audit that was previously approved by Caltrans no more than 3 years before the award of this contract will be acceptable for the entire period of this contract, provided the Engineer determines the audit is of the same type of work that is to be performed on this contract.

A list of facilities that have successfully completed the audit and are authorized to provide material for this contract is available at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/documents/smdocuments/Internet_auditlisting.pdf

Successful completion of an audit shall not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in these Special Provisions and as shown on the Plans.

B. Precast Concrete Quality Control Plan

Prior to performing any pre-casting operations, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.23B(2), "Shop Drawings," of the Standard Specifications, 3 copies of a separate PCQCP for each item of work to be precast. A separate

PCQCP shall be submitted for each facility. As a minimum, each PCQCP shall include the following:

1. The name of the precasting firm, the concrete plants to be used, and any concrete testing firm to be used;
2. A manual prepared by the precasting firm that includes equipment, testing procedures, safety plan, and the names, qualifications, and documentation of certifications for all personnel to be used;
3. The name of the QCM and the names, qualifications, and documentation of certifications for all QC inspection personnel to be used;
4. An organizational chart showing all QC personnel and their assigned QC responsibilities;
5. The methods and frequencies for performing all required quality control procedures, including all inspections, materials testing, and any required survey procedures for all components of the precast elements including concrete, grout, reinforcement, steel components embedded or attached to the precast member, miscellaneous metal, and formwork;
6. A system for identification and tracking of required precast elements repairs, and a procedure for the reinspection of any repaired precast element. The system shall have provisions for a method of reporting nonperforming precast elements to the Engineer; and
7. Forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 4 weeks to review the PCQCP submittal after a complete plan has been received. No precasting shall be performed until the PCQCP is approved in writing by the Engineer.

A PCQCP that was previously approved by the Engineer no more than one year prior to the beginning of work on this contract will be acceptable for the entire period of this contract, provided the Engineer determines the PCQCP is for the same type of work that is to be performed in this contract.

An amended PCQCP or addendum shall be submitted to, approved in writing by the Engineer, for any proposed revisions to be approved PCQCP. An amended PCQCP or addendum will be required for any revision to the PCQCP, including but not limit to changes in concrete plants or source materials, changes in material testing procedures and testing labs, changes in procedures and equipment, changes in QC personnel, or updated systems for tracking and identifying precast elements. The Engineer shall have 2 weeks to complete the review of the amended PCQCP or addendum, once a complete submittal has been received. Work that is affected by any of the proposed revisions shall not be performed until the amended PCQCP or addendum has been approved.

After final approval of the PCQCP, amended PCQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's PCQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformance with the requirements of the Plans and Special Provisions. The Engineer's approval shall neither constitute a waiver of any of the requirements of the Plans and specifications nor relieve the Contractor of any obligation thereunder; and defective work, materials, and equipment may be rejected notwithstanding approval of the PCQCP.

C. Reporting

The QC Inspector shall provide reports to the QCM on a daily basis for each day that precasting operations are performed.

A daily production log for precasting shall be kept by the QCM for each day that precasting operations, including setting forms, placing reinforcement, setting pre-stressing steel, casting, curing, post tensioning, and form release are performed. The log shall include the facility location, and shall include a specific description of casting or related operations, any problems or deficiencies discovered, any testing or repair work performed, and the names of all QC personnel and the specific QC inspections they performed that day. The daily report from each QC Inspector shall also be included in the log. This daily log shall be available for viewing by the Engineer, at the pre-casting facility.

All reports regarding material tests and any required survey checks shall be signed by the person who performed the test or check, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or type-written next to all signatures.

The Engineer shall be notified immediately in writing when any precasting problems or deficiencies are discovered and of the proposed repair or process changes required to correct them. The Engineer shall have 4 weeks to review these procedures.

The following item shall be included in a precast report that is to be submitted to the Engineer following the completion of any precast elements.

1. Reports of all material test and any required survey checks;
2. Documentation that the Contractor has evaluated all tests and corrected all rejected deficiencies, and all repairs have been re-examined with the required tests and found acceptable; and
3. A daily production log.

At the completion of any precast element, and if the QCM determines that element is in conformance with these Special Provisions, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-2.03C "Certificates of Compliance," of the Standard Specifications. This Certificate of Compliance shall be submitted with the precast report. The Certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the Plans and the Provisions of the Standard Specifications and these Special Provisions.

In the event the Engineer fails to complete the review of 1) a PCQCP, 2) an amended PCQCP or addendum, or 3) a proposed repair or process change, within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and extension of time will be granted, in the same manner as provided for in Section 9 of the Standard Specifications.

All required repair work or process Changes required to correct pre-casting operation deficiencies, whether discovered by the QCM, QC Inspector, or by the Engineer, and any associated delays or expenses to the Contractor caused by performing these repairs, shall be at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid linear foot for "**Precast Box 10' span X 14' high**" of work involved and no additional compensation will be allowed therefor.

NOT FOR BID

AA

52 REINFORCEMENT

Add to Section 52-1.01 General

Reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of Standard Specifications and these Special Provisions.

All reinforcing steel must be ASTM A706, Grade 60.

All splices when allowed must be lapped in accordance with Section 52-6, "Splicing," of the Standard Specifications.

All reinforcing steel must have a minimum of three (3) inches of concrete cover.

All reinforcing steel to be doveled into existing concrete must be secured with cementitious grout, epoxy grout will not be allowed.

Add to Section 52-1.01C Submittals

At least 30 calendar days prior to shipment of reinforcing steel to the site the Contractor must submit the following to the Engineer for review and approval:

1. Detailed placement drawings showing all fabrication dimensions and locations for placing reinforcing steel and accessories.
2. Manufacturer's information for any mechanical splicing devices proposed for use in the work.
3. If Contractor will be furnishing bars with metric size designations, this must be stated in the above submittals and a table of equivalent inch sizes must be furnished with the submittals.

Replace Section 52-1.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for furnishing and placing reinforcing steel shall be considered as included in the contract price paid for the respective concrete structure items, and no additional compensation will be allowed therefor.

AA

DIVISION VII DRAINAGE FACILITIES

AA

65 CONCRETE PIPE

Add to Section 65-2 Reinforced Concrete Pipe

24-inch diameter reinforced concrete pipe (RCP) and 48-inch diameter RCP shall be installed at locations as indicated on plans and details, and shall conform to the provisions in Section 65-2, "Reinforced Concrete Pipe," of the Standard Specifications and in these Special Provisions.

Pipe excavation, backfill, and bedding shall be Method III. D-load shall be D-1350. Joints shall be wrapped in butyl rubber and grouted full circumference in addition to conforming to the plans or specifications for standard joints.

Prior to placing bedding material, the trench excavation shall be cleared of soft or disturbed materials to expose firm/sound native soils and pre-moistened, as necessary. Any cobbles, boulders, or rock projecting into the pipe zone shall be removed prior to bedding placement. Where groundwater or soft, spongy, unsuitable material is encountered and the native material does not afford a solid foundation for pipe subgrade, the trench shall suitably be dewatered and a firm, stable base shall be constructed for the pipe by excavating any unsuitable material to 24-inch minimum depth below subgrade base, or if required, a stable base shall be constructed by placing a specified rock bedding upon which the subgrade can be prepared.

Where rock is encountered in the trench, the area shall be excavated to a minimum 12-inch depth below subgrade or if it necessary a base shall be constructed by placing crushed rock upon which the subgrade can be prepared.

The length of pipe installed in a street shall not exceed the total length able to be placed that day. The pipe delivered by the manufacturer shall meet the above requirement or shall be dropped at a location approved by the Engineer, or his authorized representative, for transport and placement at a later date by the Contractor.

Add to Section 65-3.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing reinforced concrete pipe connectors complete in place, including excavation, structure excavation, pipe fitting, pipe bedding, backfill, structure backfill, dispose of excess excavated material, pavement removal, new pavement, as shown on the plans, shall be contract price paid linear feet for **"24" Reinforced Concrete Pipe (D-1350) Method III Placement** and **"48" Reinforced Concrete Pipe (D-1350) Method III Placement** and no additional compensation will be allowed therefor.

AA

71 EXISTING DRAINAGE FACILITIES

Add to Section 71-2.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for removing and disposing of existing drainage pipe and facilities shall be considered as included in the contract price paid for the various bid items, and no additional compensation will be allowed therefor.

NOT FOR BID

AA

DIVISION VIII MISCELLANEOUS CONSTRUCTION

AA

72 SLOPE PROTECTION

Add the following:

This work shall include providing and constructing “Concreted Rock Slope Protection (Light Class, Method A)”, “Concreted Rock Slope Protection (1/4 Ton, Method A)”, “Rock Slope Protection (Light, Method B)”, “Drivable Concreted Rock Surface”, “1-1/2” Gravel Rock Driveway 6” Thick” to the lines and grades shown on the plans, including grading and placing concrete and rock.

The work shall conform to the provisions of Section 72-2, “Rock Slope Protection,” and Section 72-5, “Concrete Slope Protection, Gutter Lining, Ditch Lining, and Channel Lining,” of the Standard Specifications and as modified in these Special Provisions.

Area to receive rock must be excavated to sub-grade, compacted as shown on the plans, and specified rock placed and arranged to meet the finish grades shown on the plans.

The top of slope shall have a drivable surface.

Rock must be of the size specified on the plans and conform to the provisions of Section 72-2.02 “Materials” of the Standard Specifications.

Placement of rock must be by method A.

Rock volumes will be measured based on dimensions shown on the plans. No deduction will be made for voids in the rock prisms. Rock placed in excess of the dimensions shown on the plans will not be paid for.

Drivable surfaces will be constructed at locations shown on the plans. This work will be accomplished by placing concrete to fill 100% of voids to create a drivable surface as approved by the Engineer, or his authorized representative.

Add to Section 72-2.04 Payment

The contract unit price paid cubic yards for “**Concreted Rock Slope Protection (Light Class, Method A)**” and “**Rock Slope Protection (Light Class, Method B)**” shall be considered full compensation for furnishing all labor, materials, including equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to construct the rock slope protection complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract price paid cubic yards for “**Drivable Concreted Rock Surface**” and “**1-1/2” Gravel Rock Driveway 6” Thick**” shall be considered full compensation for furnishing all labor,

materials, including equipment, excavation, disposal of excess material, backfill, and incidentals, and doing all the work required to construct the work complete in place in accordance with the plans, Standard Specifications, and these Special Provisions and as directed by the Engineer, or his authorized representative and no additional compensation will be allowed therefor.

Add to Section 72-3.02B Concrete

Concrete used for concreted-rock slope protection shall be minor concrete per Section 90-2, "Minor Concrete" of the Standard Specifications.

Concrete for concreted rock must be Class 1 Concrete conforming to the provisions in Section 90 "Portland Cement Concrete," having a minimum compressive strength of not less than 4,000 psi and a combined aggregate gradation of one half inch (1/2") maximum in accordance with Section 90-3.04 "Combined Aggregate Gradings" of the Standard Specifications.

Concrete must be delivered with 3-inch slump, Contractor must add water as required to produce a concrete consistency that will completely fill rock voids to sub-grade of the rock layer without overrunning.

Concrete must be manipulated into voids by means of brooms or other approved method to completely eliminate voids (full depth penetration). The upper 25% of rocks must be left exposed. Chinking of voids with smaller rocks will not be permitted. Spread rate for concrete shall be subject to approval of the Engineer or his authorized representative.

NOT FOR BID

AA

75 MISCELLANEOUS METAL

Add to Section 75-1.01 General

Miscellaneous metal work, except bar reinforcing steel (including bars, plates, angles, pipe, tube, grating, steps, bolts, washers, nuts, inserts, etc.) used in conjunction with storm drain structures shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

All metal components must be galvanized in conformance with Section 75-1.02B "Galvanizing" of the Standard Specifications.

Traffic Grate and frame shall be traffic rated, bicycle rated, and have a security feature to prevent theft. Contractor must submit shop drawings to the Engineer for approval.

Full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in fabricating, welding, galvanizing, and installing all metal work, not paid separately under other items or work, shall be considered as included in the items of work for which the work is incidental to and no additional compensation will be allowed therefor.

NOT FOR BID

AA

77 LOCAL INFRASTRUCTURE

Add Section 77-1.01 General

Section 77 includes general specifications for construction of water lines and appurtenances as described herein.

All design, material, construction, sampling, and testing shall comply with East Valley Water District (EVWA) rules and regulations and AWWA Standards. These specifications shall apply to the water lines of 8" and 12" diameters within this project.

The work to be done under this contract consists in general of the installation of pipe, fittings, specials, valves, other pipe line appurtenances, and guard posts or bollards, shall include unloading such material at the point of delivery, hauling, distribution, and installation thereof; the furnishing and installation of all jointing materials, gate valves, air valves and appurtenances required by the plans and specifications; making all specified and necessary connections with existing mains to conform to the provisions in Section 15 "Existing Facilities"; making all required tests; and the performance of all other work required by the plans and as specified herein.

Pipe Trench Excavation and Backfill – Pipes lines shall be installed to the alignments, grades, and elevations shown on the drawings. Grade and alignment of pipe and pipe sub-grades will ordinarily be obtained from offset (hub) stakes. The overall trench width shall not be more than 16-inches or less than 12-inches wider the largest outside diameter of the pipe to be laid therein, and shall be constructed in accordance with East Valley Water District Std. Dwg. W-121, Water Trench, as shown on the plans and details and as specified in these Special Provisions.

16" Diameter and 20" Diameter Steel Casing - shall be installed to the alignments, grades, and elevations to allow the water lines to be placed at locations shown on the drawings and shall be constructed in accordance with East Valley Water District Std. Dwg. W-120, Steel Casing for Water Pipe, as shown on the plans and details and as specified in these Special Provisions.

8" Diameter and 12" Diameter Ductile Iron Pipe – Shall follow standard required by East Valley Water District for hauling and unloading pipe, protection of work and materials, handling of pipe and accessories, pipe laying, and installation of ductile iron pipe called for in Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities.

8" Diameter Long Barrel Couple – Shall follow standard required by East Valley Water District for installation found in Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 3-11B and EVWD Std. Dwg W-104

8" 45 DIP Degree Bend MJ – Shall follow standard required by East Valley Water District for installation found in Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 3.

12" Diameter Flex Coupling – Shall follow standard required by East Valley Water District for installation found in Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 3-11B and EVWD Std. Dwg W-104

12" 45 DIP Degree Bend MJ – Shall follow standard required by East Valley Water District for installation found in Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 3.

4" Blow-Off Assembly – Shall follow East Valley Water District Std. Dwg. W-103A and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-12 for installation of 4" Blow-Off Assembly.

6" Blow-Off Assembly – Shall follow East Valley Water District Std. Dwg. W-103B and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-12 for installation of 6" Blow-Off Assembly.

1" Combination Air & Vacuum Valve Assembly – Shall follow East Valley Water District Std. Dwg. W-105A and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-13 for installation of 1" Combination Air & Vacuum Valve Assembly.

2" Combination Air & Vacuum Valve Assembly – Shall follow East Valley Water District Std. Dwg. W-105B and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-13 for installation of 2" Combination Air & Vacuum Valve Assembly.

Thrust Blocks- Shall follow East Valley Water District Std. Dwg. W-108 and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-16 for installation of Thrust Blocks.

Guard posts- Shall construct Guard Posts following East Valley Water District Std. Dwg. W-111.

Disinfection & Bacteriological Testing- Shall follow East Valley Water District Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-17 Disinfection.

Field Testing- Shall follow East Valley Water District Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-18 Field Testing.

Install 20" Steel Casing and Caps for Sewer Pipe – This work will consist of installing a 20" steel casing in Merris Street within the limits shown on the shown on the plans, and shall conform to the provisions in Section 15 "Existing Highway Facilities" of the Standard Specifications and Section s-113 "Steel Casing for Sewer Pipe" of the Sewer Standard Drawings 2022 for East Valley Water District.

This item shall include installing the 20" casing with caps with respect to the lines and grades shown on the plans.

Material to be removed from the site shall become the property of the Contractor and shall be disposed of outside the site of work by the Contractor at his own expense.

When installing casings in trenches, do not deviate more the 1 inch from line or ¼ inch from grade, measure for grade at the pipe invert, and lay casing without breaking.

Install 30" Steel Casing and Caps for Sewer Pipe – This work will consist of installing a 30" steel casing in Abbey Way within the limits shown on the shown on the plans, and shall conform to the provisions in Section 15 "Existing Highway Facilities" of the Standard Specifications and Section s-113 "Steel Casing for Sewer Pipe" of the Sewer Standard Drawings 2022 for East Valley Water District.

This item shall include installing the 30" casing with caps with respect to the lines and grades shown on the plans.

Material to be removed from the site shall become the property of the Contractor and shall be disposed of outside the site of work by the Contractor at his own expense.

When installing casings in trenches, do not deviate more the 1 inch from line or ¼ inch from grade, measure for grade at the pipe invert, and lay casing without breaking.

Add to Section 77-1.04 Payment

16" and 20" Steel Casings - The contract unit price paid linear feet for "**16" Steel Casing per EVWD Std. Dwg. W-120**" and "**20 Steel Casing per EVWD Std. Dwg. W-120**" shall be considered full compensation for furnishing all labor, materials, equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in place in accordance with the Standards Specifications, Plans, and these Special Provisions.

Ductile Iron Pipe 8" and 12" Ductile Iron Pipe - The contract unit price paid linear feet for "**8" Diameter Ductile Iron Pipe**" and "**12" Diameter Ductile Iron Pipe**" shall be considered full compensation for furnishing all labor, materials, equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in place in accordance with the Standards Specifications, Plans, and these Special Provisions and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities by East Valley Water District.

8" Long Barrel Coupling - The contract unit price paid each for "**8" Long Barrel Coupling**" shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals doing all the work required to install in place in accordance with the Standards Specifications, Plans, and these Special Provisions Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities.

8" 45 Degree Bend MJ - The contract unit price paid each for "**8" 45 Degree Bend MJ**" shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals doing all the work required to install in place in accordance with the Standards Specifications, Plans, and these Special Provisions Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities.

12" Flex Coupling - The contract unit price paid each for "**12" Flex Coupling**" shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals

doing all the work required to install in place in accordance with the Standards Specifications, Plans, and these Special Provisions Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities.

12" 45 Degree Bend MJ - The contract unit price paid each for **"12" 45 Degree Bend MJ"** shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals doing all the work required to install in place in accordance with the Standards Specifications, Plans, and these Special Provisions Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities.

4" Blow-Off Assembly – The contract unit price paid for each **"4" Blow-Off Assembly per EVWD std. Dwg W-103A"** shall be considered full compensation for furnishing all labor, materials, equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and these Special Provisions and East Valley Water District Standard Drawings W-103A and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-12.

6" Blow-Off Assembly – The contract unit price paid for each **"6" Blow-Off Assembly per EVWD Std. Dwg W-103B"** shall be considered full compensation for furnishing all labor, materials, equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and these Special Provisions and East Valley Water District Standard Drawings W-103B and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-12.

1" Combination Air & Vacuum Valve Assembly – The contract unit price paid for each **"1" Combination Air & Vacuum Valve Assembly per EVWD Std. Dwg W-105A"** shall be considered full compensation for furnishing all labor, materials, equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and these Special Provisions and East Valley Water District Standard Drawings W-105A and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-13.

2" Combination Air & Vacuum Valve Assembly – The contract unit price paid for each **"2" Combination Air & Vacuum Valve Assembly per EVWD Std. Dwg. W-105B"** shall be considered full compensation for furnishing all labor, materials, equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and these Special Provisions and East Valley Water District Standard Drawings W-105B and Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-13.

Thrust Blocks – The contract unit price paid for each **"Thrust Blocks per EVWD Std. Dwg. W-108"** shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals doing all the work required to install. in accordance Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-16.

Guard Posts – The contract unit price paid for each **"Guard Posts per EVWD Std. Dwg. W-108"** shall be considered full compensation for furnishing all labor, materials, equipment,

excavation, disposal of excess material, backfill, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and these Special Provisions and East Valley Water District Standard Drawings W-111.

Disinfection & Bacteriological Testing – The contract unit price paid lump sum for “**Disinfection & Bacteriological Testing**” shall be considered full compensation for furnishing all labor, materials, equipment, disposal of excess material, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and the East Valley Water District Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-17.

Field Testing – The contract unit price paid lump sum for “**Field Testing**” shall be considered full compensation for furnishing all labor, materials, equipment, disposal of excess material, and incidentals doing all the work required to install in accordance with the Standards Specifications, Plans, and the East Valley Water District Standard Specifications for the Furnishing of Materials and the Construction of Water and Sewer Facilities Section 4-18.

Install 20” Steel Casing and Caps for Sewer Pipe – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing “**20” steel casing per EVWD Std. Dwg. S-113 with End Caps**” on Merris Street, complete in place including excavation, backfill, compaction, and disposal of excess excavated material shall be considered as included in the contract price paid per linear foot for “ 20” Steel Casing per EVWD Std Dwg S-113 With End Caps” and no additional compensation will be allowed therefor.

Install 30” Steel Casing and Caps for Sewer Pipe – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in installing “**30” steel casing per EVWD Std. Dwg. S-113 with End Caps**” on Abbey Way, complete in place including excavation, backfill, compaction, and disposal of excess excavated material shall be considered as included in the contract price paid per linear foot for “ 30” Steel Casing per EVWD Std Dwg S-113 With End Caps” and no additional compensation will be allowed therefor.

AA

80 FENCES

Add to Section 80-1

TEMPORARY FENCE (TYPE CL-6)

This work shall consist of furnishing and installing Temporary Fence (Type CL-6), including concrete post footings, at locations as depicted on the plans. Temporary Fence (Type CL-6) and shall conform to the provisions in Section 80, "Fences", of Standard Specifications and these Special Provisions.

Concrete for use in metal fence post footings must be produced from commercial quality aggregates and must contain not less than 470 pounds of cement per cubic yard.

Contractor is responsible for any minor grading associated with installation of fencing or gates.

TEMPORARY SIGHT BLOCK/WINDSCREEN

This work shall consist of installing, maintaining, and removing temporary sight block/windscreen fabric around the entire project site as shown on the plan.

Fabric must be either black or green and provide 90% blockage. Flaps or other means of reducing wind loads must be provided. Fabric must be of appropriate height to cover standard six (6) foot high chain link fence.

Fabric must be attached to existing District chain link right of way fence and gates per manufacturer's recommendations. Where no district right of way fence exists, Contractor must install permanent right of way fencing per plan or, at his option, may install temporary fencing to support the fabric. No additional compensation will be provided to the Contractor for use of temporary fencing in lieu of installation of permanent fence.

Fabric must remain in place for the duration of project construction.

Contractor is responsible for ensuring that the fence is not damaged due to existence, installation, or removal of fabric. Any fence damaged must be promptly repaired by the Contractor at no cost to the District.

Add to Section 80-3.01A Summary

This work shall consist of furnishing and installing chain link fencing, including concrete post footings, post pockets in channel walls, retaining walls, headwalls, wingwalls, and at other locations as depicted on the plans. Fence shall be type CL-6 and shall conform to the provisions in Section 80, "Fences", of Standard Specifications and these Special Provisions.

Concrete for use in metal fence post footings must be produced from commercial quality aggregates and must contain not less than 470 pounds of cement per cubic yard.

Installation of 6-foot-high chain link right of way and channel wall fence and drive gate(s) shall conform to San Bernardino County Flood Control District Special Drawings I and II and details shown on the plans.

All bolted gate hardware items and any other hardware as designated by the Engineer, or his authorized representative, must be tack welded in such a manner as to prevent removal by unauthorized individuals.

All fence fabric must have two 12" wide horizontally painted stripes located from 1' to 2' and from 4' to 5' above the bottom of the fabric, except for temporary flow through sections that will have the two 12" wide horizontally painted stripes at 1' to 2' and from 4' to 5' below the top of fabric. The paint must be a reflective type orange or approved equal.

Contractor is responsible for any minor grading associated with installation of fencing or gates.

Add to Section 80-3.03 Construction

The shape of all line, end, latch and corner posts, top rail and braces shall be round. Top rail shall be provided.

The exact location for constructing fences and gates shall be determined by the Engineer.

Where new chain link fences meet existing chain link fences, they shall be connected. Tension shall be maintained in remaining existing fencing upon removal of adjacent fencing.

All bolted gate hardware items and any other hardware as designated by the Engineer, or his authorized representative shall be tack welded in such a manner as to prevent removal by unauthorized individuals.

Add to Section 80-3.04 Payment

The contract unit price paid per linear foot for "**Temporary Fence (Type CL-6)**" shall be considered full compensation for providing, installation, maintenance, and removal of the temporary Chain Link Fence including all labor, materials, tools, equipment and incidentals, and doing all work required in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

The contract unit price paid per linear foot for "**Temporary Sight Block/Windscreen**" shall be considered full compensation for providing, installation, maintenance, and removal of the temporary sight block/windscreen fabric including all labor, materials, tools, equipment and incidentals, and doing all work required in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

The contract unit price paid linear feet for "**Chain Link Fence (Type CL-6)**" shall be considered full compensation for providing and installation of the chain link fence, concrete for fence posts, providing and installing fence post inserts, fabrication, tack welding of hardware, and also including all labor, materials, tools, equipment and incidentals, and doing all work required to install the chain link fence, complete in place, in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

The contract unit price paid linear feet for "**Chain Link Fence (Type CL-6) Channel Mounted**" shall be considered full compensation for providing and installation of the chain link fence, concrete for fence posts, providing and installing fence post inserts, fabrication, tack welding of

hardware, and also including all labor, materials, tools, equipment and incidentals, and doing all work required to install the chain link fence, complete in place, in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

Add to Section 80-10.01A Summary

Double Drive Gate (Type CL-6) - The work shall consist of furnishing and installing double drive gate at the locations shown on the plans. The double drive gate shall conform to Standard Drawing SP 209, as applicable. The exact location for constructing gate shall be determined by the Engineer.

Add to Section 80-10.04 Payment

The contract unit price paid each for **"20' Double Drive Gate (Type CL-6)"** per Special Drawings and Details shall be considered full compensation for installation of the chain link fence, post hole excavation, concrete for fence posts, fabrication, tack welding of gate hardware, and also includes all labor, materials, tools, equipment, incidentals, and all work required to install the chain link gates, complete in place, in accordance with the Plans, the Standard Specifications, these Special Provisions as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

NOT FOR BIDDING

EASTERN VALLEY MUNICIPAL WATER DISTRICT

WATERLINE RELOCATION

This work shall adhere to East Valley Water District Standard Specifications for Furnishing of Materials and the Construction of Water and Sewer Facilities, attached in Appendix A.

This work shall consist of removing and disposing of existing 8-inch asbestos cement pipe (ACP) **(including all work necessary to comply with state and local regulations including California Department of Toxic Substances Control (DTSC) Asbestos Hazardous Waste requirements)** and 12-inch ductile iron pipe; and constructing 8-inch and 12-inch ductile iron pipe, 4-inch and 6-inch blow-off assemblies, 1-inch and 2-inch combination air and vacuum valve assemblies, guard posts, 16-inch and 20-inch steel casings, thrust blocks, flap gates, coupling, bends, hydrostatic testing, disinfection, and other appurtenances not mentioned in conformance with the designs and details shown on the plans, specified in 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 installing water lines complete in place, shall be considered under respective "Bid Items" paid per units indicated and no additional compensation will be allowed therefor. Joint restraints shall be considered as included in the various items of work and no additional payment shall be made therefor.

SEWERLINE STEEL CASING

This work shall adhere to East Valley Water District Standard Specifications for Furnishing of Materials and the Construction of Water and Sewer Facilities, attached in Appendix A.

This work shall consist of constructing 20-inch and 30-inch sewer steel casings and end caps and other appurtenances not mentioned in conformance with the designs and details shown on the plans, specified in 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 installing steel casing complete in place, including steel casing, end caps, and 4x4 redwood posts, as shown on the plans, shall be considered under Bid Items pay for per linear foot for "20" Steel Casing", and "30" Steel Casing" and no additional compensation will be allowed therefor.

*Permits and Agreements
(Brown Pages)*

inserted here

NOT FOR BID

LIST OF PERMITS, AGREEMENTS, AND GEOTECHNICAL REPORT (BROWN PAGES)

ENVIRONMENTAL CLEARANCE AND PERMITS

1. Interoffice Memo Subject General Conditions for Bid Specifications – Elder Creek Channel Improvement Project – F01911, Dated September 15, 2022
2. Notice of Determination
3. Mitigated Negative Declaration
4. CEQA Class xx Categorical Exemption
5. California Department of Fish and Wildlife, Notification of Streambed Alteration Agreement No. 1600-2020-0020-R6
6. Santa Ana Regional Water Quality Control Board Order for Clean Water Act Section 401 Water Quality Certification, SARWQCB WDID #362020-03
7. Department of the Army, Corps of Engineers, Nationwide Permit Authorization, Permit No. SPL- 2018-00512 -SLP

GEOTECHNICAL INVESTIGATION REPORT

8. Project Geotechnical Exploration Report, prepared by Leighton Consulting, Inc., dated April 30, 2019

CITY OF HIGHLAND PERMIT

NOT FOR BID

*Standard Plans and Special Drawings
(Green Pages)*

inserted here

LIST OF STANDARD PLANS AND SPECIAL DRAWINGS (GREEN PAGES)

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

SP 220 STANDARD RCP CONNECTION (VERTICAL WALL CHANNEL)

CALTRANS STANDARD PLANS (2018 Edition)

D75A STEEL PIPE INLETS

D80 CAST IN PLACE REINFORCED CONCRETE SINGLE BOX CULVERT (MOD)

D84 BOX CULVERT WINGWALL TYPE A

D89 PIPE CULVERT HEADWALLS STRAIGHT AND "L"

H52 ROLLED EROSION CONTROL PRODUCT

B-03 BRIDGE DETAILS (WEEP HOLE)

RSP B3-1A (MODIFIED) RETAINING WALL TYPE 1, CASE 1

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (2012)

323-2 MANHOLE-CONCRETE BOX STORM DRAIN

324-2 MANHOLE SHAFT WITH ECCENTRIC REDUCER

333-2 JUNCTION STRUCTURE PIPE TO RCB

630-4 24" MANHOLE FRAME AND COVER

EAST VALLEY WATER DISTRICT WATER STANDARD DRAWINGS

W-103A 4" BLOW-OFF ASSEMBLY FOR MAINS 6"-10"

W-103B 6" BLOW-OFF ASSEMBLY FOR MAINS 12"-16" WITH WET BARREL

W-105A 1" COMBINATION AIR & VACUUM ASSEMBLY

W-105B 2" COMBINATION AIR & VACUUM ASSEMBLY

W-108 THRUST BLOCK DETAILS

W-111 GUARD POSTS OR BOLLARDS

W-120 STEEL CASING FOR WATER PIPE

EAST VALLEY WATER DISTRICT SEWER STANDARD DRAWINGS

S-113 STEEL CASING FOR SEWER PIPE

*General Prevailing Wage Rates
(Blue Pages)*

inserted here

NOT FOR BID

Bidder: _____

PROPOSAL

**TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
STATE OF CALIFORNIA**

For Construction On

**ELDER CREEK CHANNEL IMPROVEMENTS
FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD**

**LENGTH: 2,100 Feet
WORK ORDER: F01911
AREA: City of Highland
SYSTEM NO.: 5-201-1C**

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 SAN BERNARDINO COUNTY 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.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the San Bernardino County, in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefore the following prices, to with:

Bidder: _____

PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE
IMPORTANT

Failure to Properly Complete Bid Package May Result in Rejection of Bid

1

Proposal – Assemble all pages in same numbering sequence as original.

- Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- Unit Prices are entered for all bid items (or Alternate bid items).
- Corrections or changes to the bid document are initialed.
- Subcontractors, if any, are listed
- Public Contract Code Section 10285.1 Statement is executed
- Public Contract Code Section 10162 Questionnaire is completed
- Noncollusion Declaration is executed and submitted with bid.
- Bidder Information is completed and correct.
- Proposal is complete and signed by authorized company representative.

2

Addendums, if any, are acknowledged. (Normally sent by facsimile and mail)

- "Bidder's Certification" (Just the Certification page) are executed and attached.

3

Bidder's Security.

- 10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
- If Bidder's Bond, surety signature is notarized.
- If Bidder's Bond, surety power of attorney is attached.

4

ePRO.

- Registered as a Vendor in the ePro System prior to date and time to receive bid.
- Bid submitted through ePro, the original Bid Security must submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on or before the time set for the opening of bids.
- For bid submission through ePro, scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-20).
- Sign and date the "Acknowledgement ePro Process".
- For bid submission through ePro, scan and attach to your quote the fully executed Certification page for ALL Addendums.

5

REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).
DIR Registration Number identified for Bidder and all subcontractors.

ACKNOWLEDGEMENT OF ePro PROCESS

- Bidder is registered as a vendor with San Bernardino County Electronic Procurement Network (ePro) prior to date and time to receive bids.

- Bidder has logged-in to the ePro system with the correct commodity code and downloaded the official bid documents through the ePro system prior to the date and time to receive bids.

- If bidder submits a proposal via ePro, the proposal was uploaded to ePro while logged-in to the ePro system under the bidder's account.

- Bidder confirmed it is listed on the "Official Plan Holders List" by checking on ePro or by calling the County representative at (909) 387-7920 to confirm bidder is on the "Official Plan Holders List" prior to the date and time bids are publicly opened.

- Bidder to submit in person bidder's security and/or proposal in a sealed envelope prior to the proposal opening date and time.

**For system-related issues and technical assistance with ePro, please contact vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For questions involving ePro, such as user accounts, commodity codes, and/or status or placement on the Official Plan Holders List, please contact the Purchasing Department at (909) 387-2060.*

BIDDER'S CERTIFICATION:

By my signature hereunder, I acknowledge I fully understand the above requirements, which I have considered in my preparation of the proposal. I also understand that failure to comply with the above requirements will result in the rejection of bid.

Bidder's Signature

Date

Bidder: _____

Project:

ELDER CREEK CHANNEL IMPROVEMENTS

W.O.#:

F01911

Limits:

From 600 ft South of Abbey Way North To Old Greenspot Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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1	1	Force Account	Supplemental Work - Unforeseen Differing Site Conditions Associated with Subgrade Stabilization, Utility Conflicts, and/or Repairs due to Storm Events (Force Account)	\$	\$
2	1	L.S.	Mobilization	\$	\$
3	1	L.S.	Locate and Protect Existing Utilities	\$	\$
4	1	L.S.	Quality Control Program	\$	\$
5	1	L.S.	Project Progress Schedule (Critical Path)	\$	\$
6	1	L.S.	Trench and Excavation Safety/ Temporary Shoring	\$	\$
7	1	L.S.	Trench Excavation Safety/ Temporary Shoring For 2 Sewer Casings and A 12" DIP Flush Line	\$	\$
8	1	L.S.	Trench Excavation Safety / Temporary Shoring 8" Line in Morris Street and 12" Line in Abbey Way	\$	\$
9	1	L.S.	Shoring (To Remain In Place)	\$	\$
10	1	L.S.	Develop Water and Power Supply	\$	\$
11	3	EA.	Portable Changeable Message Sign	\$	\$
12	1	L.S.	Traffic Control System	\$	\$
13	1	L.S.	Prepare Final Storm Water Pollution Prevention Plan	\$	\$
14	1	L.S.	Stormwater Pollution Prevention Plan Implementation	\$	\$
15	1	L.S.	Job Site Management	\$	\$
16	1	L.S.	Construction Protection, Diversion, and Control of Water/ Dewatering	\$	\$
17	1	L.S.	Environmental Mitigation	\$	\$
18	1	L.S.	Construction Site Vibration Monitoring	\$	\$
19	1	L.S.	Construction Site Noise Mitigation - Temporary Noise Barrier	\$	\$
20	2,340	L.F.	Remove Chain Link Fence, Gates, Posts, and Footings	\$	\$
21	2	EA.	Remove and Reinstall Pipe Gate	\$	\$
22	1,150	L.F.	Remove and Dispose Rail & Wire Revetment	\$	\$

Bidder: _____

Project:

ELDER CREEK CHANNEL IMPROVEMENTS

W.O.#:

F01911

Limits:

From 600 ft South of Abbey Way North To Old Greenspot Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
23	1,300	S.Y.	Remove Base and Asphalt Concrete Pavement	\$	\$
24	29	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
25	2	EA.	Remove and Dispose of Drain pipe	\$	\$
26	1	L.S.	Remove Concrete Structure (Box Culvert, Transition Structure, and Underlying Trap Channel South Old Greenspot Road, Approx. STA 24+00 to STA 29+87)	\$	\$
27	1	L.S.	Remove Concrete Structure (Box Culvert at Abbey Way)	\$	\$
28	1	L.S.	Remove Concrete Structure (Box Culvert at Merris Street)	\$	\$
29	1	L.S.	Remove Concrete Structure (Channel Upstream of Merris Street, Approx. STA 21+80 to STA 24+00)	\$	\$
30	1	L.S.	Remove Concrete Structure (Transition Structure Highland Channel)	\$	\$
31	1	L.S.	Cut, Remove & Dispose of Approximately 6' of Existing 12" DIP Flushing Line Store Flap Gate	\$	\$
32	1	EA.	12" Flap Gate Replace	\$	\$
33	65	L.F.	Cut, Remove, and Dispose Off Site Existing 8" ACP	\$	\$
34	1	L.S.	Cut, Remove, and Dispose Existing 12" DIP	\$	\$
35	1	L.S.	Cut, Remove, Dispose Existing Abandon 3" Steel Gas Line, and Cap Ends Left In Place	\$	\$
36	1	L.S.	Clearing and Grubbing	\$	\$
37	364	C.Y.	Roadway Excavation	\$	\$
38	63,000	C.Y.	Channel and Rienforced Concrete Box Excavation	\$	\$
39	5,500	C.Y.	Structure Backfill	\$	\$
40	1,750	C.Y.	Structure Backfill (Slurry Cement)	\$	\$
41	3,650	C.Y.	Embankment	\$	\$
42	570	S.Y.	Erosion Control (Blanket)	\$	\$
43	1	L.S.	Finish Roadway	\$	\$

Bidder: _____

Project:

ELDER CREEK CHANNEL IMPROVEMENTS

W.O.#:

F01911

Limits:

From 600 ft South of Abbey Way North To Old Greenspot Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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44	64	C.Y.	Soil Cement	\$	\$
45	205	C.Y.	Class 2 Aggregate Base	\$	\$
46	13	C.Y.	1"- Crushed Aggregate Base	\$	\$
47	300	TON	Asphalt Concrete (Type A, 1/2" Maximum Grading)	\$	\$
48	2,250	C.Y.	Class 1 Concrete (Inverts and Cut-Off Walls)	\$	\$
49	2,400	C.Y.	Class 1 Concrete (Walls, Deck, and Parapets)	\$	\$
50	72	C.Y.	Class 1 Concrete (Retaining Wall per Caltrans RSP B3-1B Type 1 (Case 1/2))	\$	\$
51	8	C.Y.	Class 1 Concrete (2'x2' Culvert per Caltrans Std Plan D80 (Modified))	\$	\$
52	3	C.Y.	Class 1 Concrete (Wingwall per Caltrans Std Plan D84)	\$	\$
53	16	C.Y.	Class 1 Concrete (Headwall per Caltrans Std Plan D89)	\$	\$
54	57	C.Y.	Class 1 Concrete (Sedimentation Basin)	\$	\$
55	13	C.Y.	Minor Concrete (Apron and Cut-Off Wall (48" RCP))	\$	\$
56	1	EA.	Manhole (2'X2'RCB) CONSTRUCT	\$	\$
57	1	EA.	Junction Structure per SPPWC 333-2 (12" RCP)	\$	\$
58	7	EA.	Junction Structure per SPPWC 333-2 (24" RCP)	\$	\$
59	1	EA.	Junction Structure per SPPWC 333-2 (2'x2' RCB)	\$	\$
60	1	EA.	Junction Structure per SPPWC 333-2 (48" RCP)	\$	\$
61	7	EA.	36" Corrugated Steel Pipe Inlet (0.109" Thick) (Caltrans Std Plan D75A Type GMP)	\$	\$
62	550	L.F.	Precast Box 10' span x14' High	\$	\$
63	145	L.F.	24" Reinforced Concrete Pipe (D-1350) Method III Placement	\$	\$
64	60	L.F.	48" Reinforced Concrete Pipe (D-1350) Method III Placement	\$	\$
65	220	C.Y.	Concreted Rock Slope Protection (Light Class, Method A)	\$	\$
66	460	C.Y.	Concreted-Rock Slope Protection (1/4 Ton, Method A)	\$	\$

Bidder: _____

Project:

ELDER CREEK CHANNEL IMPROVEMENTS

W.O.#:

F01911

Limits:

From 600 ft South of Abbey Way North To Old Greenspot Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
67	1,100	C.Y.	Rock Slope Protection (Light, Method B)	\$	\$
68	105	C.Y.	1-1/2" Gravel Rock Driveway 6" Thick	\$	\$
69	1,400	C.Y.	Drivable Concreted Rock Surface	\$	\$
70	35	L.F.	16" Steel Casing per EVWD Std Dwg W-120	\$	\$
71	38	L.F.	20" Steel Casing per EVWD Std Dwg W-120	\$	\$
72	63	L.F.	8" Ductile Iron Pipe	\$	\$
73	62	L.F.	12" Ductile Iron Pipe	\$	\$
74	2	EA.	8" Long Barrel Coupling	\$	\$
75	4	EA.	8" 45 Degree Bend MJ	\$	\$
76	2	EA.	12" Flex Coupling	\$	\$
77	4	EA.	12" 45 Degree Bend MJ	\$	\$
78	1	EA.	4" Blow Off Assembly per EVWD Std Dwg W-103A	\$	\$
79	1	EA.	6" Blow Off Assembly per EVWD Std Dwg W-103B	\$	\$
80	1	EA.	1" Combination Air & Vacuum Valve Assembly per EVWD Std Dwg W-105A	\$	\$
81	1	EA.	2" Combination Air and Vacuum Valve Assembly per EVWD Std Dwg W-105B	\$	\$
82	8	EA.	Thrust Block per EVWD Std Dwg W-108	\$	\$
83	7	EA.	Guard Posts per EVWD Std Dwg W-111	\$	\$
84	1	L.S.	Disinfection & Bacteriological Testing	\$	\$
85	1	L.S.	Field Testing	\$	\$
86	36	L.F.	20" Steel Casing per EVWD Std Dwg S-113 With End Caps	\$	\$
87	28	L.F.	30" Steel Casing per EVWD Std Dwg S-113 With End Caps	\$	\$

Bidder: _____

Project:

ELDER CREEK CHANNEL IMPROVEMENTS

W.O.#:

F01911

Limits:

From 600 ft South of Abbey Way North To Old Greenspot Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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88	1,650	L.F.	Temporary Fence (Type CL-6)	\$	\$
89	3,250	L.F.	Temporary Sight Block/Windscreen	\$	\$
90	2,050	L.F.	Chain Link Fence (Type CL-6)	\$	\$
91	2,700	L.F.	Chain Link Fence (Type CL-6) Channel Mounted	\$	\$
92	6	EA.	20' Double Drive Gate (Type CL-6)	\$	\$

PROJECT TOTAL: \$

NOT FOR BID

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this proposal shall be accepted, the Contract shall be signed by the successful bidder and returned **within 10 calendar 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 calendar days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the Contract for execution. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the District.

NOT FOR BID

BIDDER

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Section 4100 et seq. **The name, location of the place of business, contractor's license number, and the Department of Industrial Relations (DIR) registration number are required by State law.** Note: Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

Information marked with ** is required. (Make additional copies of this form if needed)

SUBCONTRACTORS LIST

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (_____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____ CARB Certificate of Compliance #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (_____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____ CARB Certificate of Compliance #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (_____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____ CARB Certificate of Compliance #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (_____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____ CARB Certificate of Compliance #: ** _____

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder.

has Check One has not

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE
SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6, AND 20104.50
RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT

9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means 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.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written

statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

20104.

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is

intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 1.7

Modification; Performance, Payment

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.

- (a) (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.

NOT FOR BID

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ [title] of _____ [name of the bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

_____ [date], at _____ [city], _____ [state].

Print Name

Signature - REQUIRED

NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.

Bidders are reminded that this declaration must be signed under penalty of perjury.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

NOT FOR BID

**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 or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person 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. A state agency shall submit the certification information to the Department of General Services.

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 (<http://www.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 District.

NOTE: The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject bidder 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.

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

Accompanying this proposal is _____

in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$)," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

NOTICE: If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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

License No.: _____ Expiration Date: _____

Dept. of Industrial Relations Reg. No: _____ Federal Identification No.: _____

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents, the license number and expiration date are true and correct and that the bidder satisfies all of the requirements identified in said documents.

If the bid proposal is submitted through e-pro the undersigned acknowledges that its electronic signature is legally binding.

Print Name

Signature - REQUIRED

Title

Date: _____

Name of Bidder _____

Business Address _____

Place of Business _____

Business Phone No. _____ Business Fax No. _____

Place of Residence _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____, as Principal, (hereinafter called the "Principal"),

and _____, as Surety, (hereinafter called "Surety"),

an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at:

_____ are held and firmly bound unto the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, as Obligee, (hereinafter called "**Obligee**"), in the sum of

_____ Dollars (_____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

PROJECT TITLE: ELDER CREEK CHANNEL IMPROVEMENTS; PROJECT LIMITS: FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENS HOLE ROAD; W. O. NO.: F01911

BID DATE: _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____ Year

Principal

Surety

By: _____
Signature

By: _____
Signature, Attorney-in-Fact

Printed Name

Printed Name

Title

**CONTRACTOR CERTIFICATION
CALIFORNIA AIR RESOURCES BOARD (CARB)**

IN-USE OFF-ROAD DIESEL FUELED FLEET CERTIFICATION OF COMPLIANCE

I hereby certify that Contractor is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

1. Certification of Compliance. I hereby certify that I and all of my subcontractors will conform to the California Air Resource Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. Instructions. Check one (1) box below.

Contractor's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the valid Certificate(s) Reported Compliance with this Regulation for In-Use Off-Road Diesel-Fueled Fleet provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, must be provided with this form.)

Contractor certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

3. I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

***Note:** All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractor form.

Failure to submit this form or comply with any of the above requirements may result in the bid to be found non-responsive. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.

Bidder's Company Name: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____



Contract Number

SAP Number

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Department Contract Representative Andy Silao
Telephone Number 909 387-7920

Contractor _____
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

NOT FOR BID

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth amount to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by District, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with District, at Contractor's own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Chief Flood Control Engineer in accordance with the following documents, which are incorporated herein by this reference, and the articles set out below:

Plans entitled: Plans for Construction on ELDER CREEK CHANNEL IMPROVEMENTS FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD, City of Highland area, Work Order No.: F01911; Road No.:

California Department of Transportation (Caltrans) 2018 Standard Specifications and the 2018 Standard Plans, including the Caltrans 2018 Revised Standard Specifications and the 2018 (Revisions through April 15, 2022) and Standard Plans and the 2018 (Revisions through April 15, 2022), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on ELDER CREEK CHANNEL IMPROVEMENTS FROM 600 FT SOUTH OF ABBEY WAY NORTH TO OLD GREENSPOT ROAD; Length: 2,100 Feet; Work Order No.: F01911; Area: City of Highland; System No.: 2-120

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the District, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

NOT FOR BID

Table of Contract Quantities, Items and Prices will be shown here

Project: ELDER CREEK CHANNEL IMPROVEMENTS W.O.#: F01911

Limits: From 600 ft South of Abbey Way North To Old Greenspot Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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NOT FOR BID

ARTICLE III. District hereby promises and agrees with the said Contractor to retain the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor shall accept all payments from District 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 District required to process EFT payments.

ARTICLE V. Contractor may, upon written request and at their 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 insure performance.

ARTICLE VI. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII. 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, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. . In addition, if the contract is funded, in whole or in part, with federal funds, Contractor shall also comply with Title VI of the Civil Rights Act of 1964.

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that District has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide District with any relevant information requested and shall permit District access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

ARTICLE XI. Contractor shall comply with the Prevailing Wage Laws described in the attached document entitled, "Prevailing Wage Requirements", incorporated herein by reference, including but not limited to the following Senate Bill 854 (signed into law on June 23, 2014) 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 required by 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."

ARTICLE XII. RESERVED

ARTICLE XIII. The Parties agree that this Contract may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Contract is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

NOT FOR BID

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

► _____
_____, Board Chair

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Lynna Monelli, Clerk of the Board

B
Y _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

B
Y _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Sophie A. Curtis, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Andy Silao, P.E., Chief
Date _____

Reviewed/Approved by District
► _____
Noel Castillo, Chief Flood Control Engineer
Date _____

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. **Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the District has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the District, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. **Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. **Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for each work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1773, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. **Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. **Payroll Records:**

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with

the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the District or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the District or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the District, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not

less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The District reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees 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.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771

applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors

are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does 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.”

c. Labor Code section 1771.1 states the following:

“(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 one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(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.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(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."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5 continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/DataBases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the

apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

NOT FOR BID