

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**

***GUARDRAIL REPLACEMENTS AT VARIOUS
LOCATIONS***

Various Locations

LENGTH: Various

WORK ORDER: W.O. No. H15156, H15157, H15158

AREA: Crestline, Lake Arrowhead, Big Bear, Del Rosa, Pioneertown

ROAD NO.: 692650 010; 26550 010; 470600 010; 522600 010; 293400 090; 660700 020

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
DEPARTMENT OF PUBLIC WORKS
-- TRANSPORTATION --***



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

GUARDRAIL REPLACEMENTS AT VARIOUS LOCATIONS

Various

LENGTH: Various

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



6/12/24

Noel Castillo, P.E.
Director of Public Works

Date:



6/6/2024

Chris Nguyen, P.E.
Transportation Design Division Manager

Date:



6/6/2024

Anthony Pham, P.E.
Traffic Division Engineering Manager

Date:



Section 10 of these Special Provisions have been prepared under the supervision of the following Registered Engineers:



4/5/2024

Svetlana (Lana) Torlak, P.E.
Consultant Engineer

Date:

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NOTICE TO BIDDERS

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

10:00 A.M., THURSDAY, MONTH DD, YYYY

in the building of:

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

PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County’s ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must be registered with the Department of Industrial Relations at the time of award of the Contract and must remain registered throughout the term of the Contract pursuant to Labor Code section 1771.1. For more information, please see <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/>. **However, if the bid is submitted in ePro, the bidder’s security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time, or hard copy in person, with the bidder’s security described herein in a sealed envelope prior to the proposal opening date and time,** to the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened, and declared via video and teleconference via goto.com/Meeting using meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further login information for the following project:

PROJECT TITLE – GUARDRAIL REPLACEMENTS AT VARIOUS LOCATIONS

PROJECT LIMITS – SAN BERNARDINO AREA

LENGTH: VARIOUS

WORK ORDER: H15156, H15157, AND H15158

AREA: Crestline, Lake Arrowhead, Big Bear, Del Rosa, Pioneertown

ROAD NO.: 692650-010, 26550-010, 470600-010, 522600-010, 293400-090, 660700-020

The work, in general consists of replacement of guardrail at various locations; replacement of asphalt concrete dike at various locations, and construction of end treatments and doing other work appurtenant thereto.

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.

.....

A non-mandatory pre-bid meeting is scheduled for: 10:00 A.M., WEDNESDAY, MONTH DD, YYYY

To be held via video and teleconference via goto.com/meeting using meeting ID 434-769-549. See the flyer available under the bid posting on ePro for further login information. **All bidders and interested small businesses are encouraged to attend this meeting.**

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

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

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

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

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

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Contractor shall begin construction work **within 15 days** after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of

the Caltrans Standard Specifications, "day" means "24 consecutive hours running from midnight to midnight; calendar day".

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

With the purchase, a return address must be furnished which the purchaser thereby agrees is sufficient to reach him/her. Please note that, upon payment of the purchase price, the purchased copy of the plans and Special Provisions become the property of the purchaser and are not to be returned to the County for refund.

QUESTIONS: Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **12:00 P.M. on Friday, MONTH DD, YYYY.**

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

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

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

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

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

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

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

REPORT BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours, 7 days a week and is confidential and anonymous. The hotline is part of the DOT's

effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

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

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

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

Attention is directed to the prevailing wage requirements in the Special Provisions. The contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

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

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

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

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

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

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

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

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

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order

by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

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

RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.): On March 4, 2022, Governor

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

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

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



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

DATE: _____ **XXXXXXXXXXXXXX** _____

**SAN BERNARDINO COUNTY
SPECIAL PROVISIONS FOR CONSTRUCTION ON
GUARDRAIL REPLACEMENTS AT VARIOUS LOCATIONS
Various**

LENGTH: Various

WORK ORDER: W.O. No. H15156, H15157, H15158

AREA: Crestline, Lake Arrowhead, Big Bear, Del Rosa, Pioneertown

ROAD NO.: 692650 010; 26550 010; 470600 010; 522600 010; 293400 090; 660700 020

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.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add the following paragraph to section 1-1.01, "GENERAL":

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

Add the following paragraphs to section 1-1.01, "GENERAL":

The work embraced herein shall be done in accordance with:

- 1) 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) Project Plans and these Special Provisions; and
- 4) The Contract; and
- 5) All other documents identified in the Contract.

Both the Standard Specifications and the Standard Plans are published by the State of California, Department of Transportation (Caltrans) and may be reviewed at the following website: http://www.dot.ca.gov/hq/esc/oe/construction_standards.html.

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

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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

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

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

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

12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
17. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unilateral, or one signature in nature, subject to performance by a vendor to form a contractual obligation.
18. Purchasing Agent - Means the Director of the Purchasing Department.
19. Bidder/Proposer - Means any person or entity making an offer or proposal to provide goods and/or services to the County.
20. Subcontractor - Means an individual or business firm contracting to perform part or all of another's contract.
21. Bid Item List – Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.
22. Bid book – Means the Proposal pages starting on P-1 of these Special Provisions.
23. Estimated Cost – Is the estimated cost of the project.
24. Holiday – Holidays shown in the following table:

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

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

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

- 25. Informal-bid contract – Means a contract that has "Informal Bid Authorized by Public Contract Code section 22032(b)" on the cover of the *Notice to Bidders and Special Provisions*.
- 26. Labor Surcharge and Equipment Rental Rates - Means Caltrans publication that lists labor surcharge and equipment rental rates.
- 27. Offices of Structure Design or OSD means the Engineer.
- 28. "Labor Compliance Office of the district" or "Labor Compliance Office" means the Department's Contracts Division.
- 29. Business Day - Day on the calendar except a Saturday, Sunday and a holiday.
- 30. Working Day – This definition is the same as that provided in the Standard Specifications except for the exclusion in subsection 2.1 of the definition of "working day" found in section 1-1.07B, "Glossary," which is revised to state "Saturday, Sunday and a holiday."

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

Delete section 1-1.08, "DISTRICTS."

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

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

1-1.12 MISCELLANY

Make checks and bonds payable to the San Bernardino County.

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2 BIDDING

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

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal must have listed therein the

portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

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

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

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

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

Replace section 2-1.06A, “General,” with:

2-1.06A General

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

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

2-1.06B Supplemental Project Information

The County makes supplemental information available as specified in these Special Provisions.

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

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

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

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

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

2-1.10 SUBCONTRACTOR LIST

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

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

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

Delete section 2-1.12, "DISADVANTAGED BUSINESS ENTERPRISES."

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

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

Delete section 2-1.27, "CALIFORNIA COMPANIES."

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

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

ePRO

Bids must be received by the designated date and time. An electronic bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol>. 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 Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids.**

The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3rd Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.

REQUIRED LISTING OF SUBCONTRACTORS

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

Delete section 2-1.33A, "General."

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

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

2-1.34 PROPOSAL GUARANTY

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

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

- The security shall be in an amount equal to at least 10 percent of the amount of bid. A bid / proposal will not be considered unless it is accompanied by one of the forms of bidder's security, in accordance with what is stated below.
- The bidder's bond shall conform to the bond form labeled as "Bid Bond" in the "Proposal" section of these Special Provisions, and shall be properly filled out and executed. The "Bid Bond" form provided in the "Proposal" section of these Special Provisions may be used. Upon request, copies of the "Bid Bond" forms may be obtained from the Department.

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

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Public Works Department for all bidders to view.

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

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

Add the following paragraphs to section 2-1.46, "DEPARTMENT'S DECISION ON BID":
Proposals shall be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected if there are erasures or irregularities of any kind.

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

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

2-1.47 BID RELIEF

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

3 CONTRACT AWARD AND EXECUTION

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

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

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

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

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

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

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

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of with either 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, 2015, regardless of when the contract for public work was entered.

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

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

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

3-1.04 CONTRACT AWARD

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

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

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 **before 4:00 p.m. of the sixth (6th) business day following the bid opening**. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

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

3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

3-1.18 CONTRACT EXECUTION

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

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the

County a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

Add section 3-1.20, "CONFLICT OF INTEREST," which reads:

3-1.20 CONFLICT OF INTEREST

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

Add section 3-1.21, "FORMER COUNTY OFFICIALS," which reads:

3-1.21 FORMER COUNTY OFFICIALS

Contractor must provide information on former San Bernardino County Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business.

This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the proposal being deemed non-responsive.

Add section 3-1.22, "SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM," which reads:

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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, "REFERENCE CHECKS," which reads

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, “IRAN CONTRACTING ACT OF 2010,” which reads:

**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.

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

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4 SCOPE OF WORK

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

The work, in general, consists of guardrail replacement at various locations, construction of vegetation control, construction of end treatments, replacement of asphalt concrete dike, reconstructing overside drains, placing traffic striping, remove concrete, constructing ADA ramp, construct curb and gutter and sidewalk, and doing other work appurtenant thereto.

Replace section 4-1.06A, “General,” with:

4-1.06A General

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

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

c. Significant Changes in the Character of Work

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

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

If you assign the right to receive Contract payments, the County accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

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

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

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

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

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

**Delete section 5-1.13B, "Disadvantaged Business Enterprises."
Delete section 5-1.13C, "Disabled Veteran Business Enterprises."**

Delete section 5-1.13D, "Non-Small Businesses."

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

A copy of the PLACs are included in these Special Provisions.

The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

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

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

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

High Risk Facility Notification:

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

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

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

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

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

Attention is directed to other obstructions as follows:

Crestline/Lake Arrowhead/Big Bear Lake Areas – H15156

AGENCY CONTACTS

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
Big Bear City Community Service District	Jerry Griffith (water) jgriffith@bbccsd.org Nathan Zamorano (sewer) nzamorano@bbcsd.org	PO Box 558 Big Bear City, CA 92314 (909) 585-4008 (Jerry) (909) 585-4007 (Nathan)
Crestline Sanitation District	David Crabtree dcrabtree@crestlinesanitation.com	PO Box 3395 Crestline, CA 92325 (909) 338-1751 (909) 961-7594 (cell)
Crestline Village Water District	David Sale dcsale@cvwater.com	PO Box 3347 Crestline, CA 92325 (909) 338-1727
Frontier Communications	Steve Parrett steve.parrett@fr.com	16071 Mojave Drive, Bldg. A Victorville, CA 92395 (760) 245-0660 Emergency: (800) 921-8101
Skyforest Mutual Water Co	Frank Vandiest fvandiest@yahoo.com	PO Box 3 Sky Forest, CA 92385 (909) 844-8193
Southern California Edison	SCE Planning Supervisor	P. O. Box 96 Rimforest, CA 92378 (909) 802-4911 Emergency: (800) 611-1911
Southern California Gas Company	Joseph Chavez jchavez3@socalgas.com	1981 W Lugonia Ave. Redlands, CA 92374 Emergency: (800) 427-2200
Southwest Gas	Christopher Gin Christopher.gin@swgas.com	13471 Mariposa Rd. Victorville, CA 92395 (760) 951-4028
Spectrum	Jay Hernandez Jay.hernandez@charter.com David Anderson David.anderson1@charter.com	7337 Central Avenue Riverside, CA 92504 (951) 406-1654 (Jay) (951) 406-1606 (David)
Valley of Enchantment Water	Heidi Voight-Smith voewater@msn.com	PO Box 6510 Crestline, CA 92325 (909) 338-2310

The initial written utility notification and preliminary plans were sent to utility agencies on January 3, 2022 and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> • Throughout Project 	<ul style="list-style-type: none"> • If necessary, Contractor shall provide 2 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

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>
Big Bear City Community Service District	<ul style="list-style-type: none"> • Maltby Boulevard – 8" PVC waterline, west of Shore Drive • Waterlines, valve cans, sewer lines, manholes, and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> • Contractor to locate and protect in place • Contractor to adjust valve cans to final grade, if adjustable
Crestline Sanitation District	<ul style="list-style-type: none"> • Sewer lines, manholes, and various other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> • Contractor to locate and protect in place
Crestline Village Water District	<ul style="list-style-type: none"> • Crestline Road – service lines (2) crossing guardrail near Sta 252+62 and 253+00 • Waterlines, valve cans, and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> • Contractor to locate and protect in place • Contractor to adjust valve cans to final grade, if adjustable
Frontier Communications	<ul style="list-style-type: none"> • Balsam Lane – aerial line, north of centerline, crossing Redwood Way • Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> • Contractor to locate and protect in place

Skyforest Mutual Water Co	<ul style="list-style-type: none"> Waterlines, valve cans, and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Southern California Edison	<ul style="list-style-type: none"> Redwood Way – 0-750 volts aerial line, west of centerline, crossing Balsam Lane Balsam Lane – 0-750 volts aerial line, north of centerline, crossing Redwood Way Crestline Road – underground duct, 5-inch diameter, crossing Crestline Road to service poles 1884486E and 1884485E Kuffel Canyon Road - 750-22,500 volts aerial line, crossing Kuffel Canyon Road Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place
Southern California Gas Company	<ul style="list-style-type: none"> Gas lines, valve cans and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Southwest Gas	<ul style="list-style-type: none"> Gas lines, valve cans and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Spectrum	<ul style="list-style-type: none"> Redwood Way – aerial line, west of centerline, crossing Balsam Lane Balsam Lane – aerial line, north of centerline, crossing Redwood Way Crestline Road – aerial line, crossing Crestline Road Kuffel Canyon Road – aerial line, crossing Kuffel Canyon Road Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place
Valley of Enchantment Water	<ul style="list-style-type: none"> Balsam Lane – 8" PVC waterline, north of centerline, crossing Redwood Way Waterlines, valve cans, fire hydrants, and other appurtenant 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable

	structures located throughout project limits	
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HIGH RISK UTILITIES

The following utility facilities are “**HIGH RISK**” facilities:

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
n/a	• n/a	• n/a

The contractor shall notify all listed utility companies **two weeks** prior to start of work.

NOT FOR BID

Del Rosa Area – H15157

AGENCY CONTACTS

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
East Valley Water District	Jason Wolf jwolf@evwd.org	31111 Greenspot Rd. Highland, CA 92346 (909) 888-8986
Frontier Communications	Todd Wiseman Todd.wiseman@ftr.com Ray Roundtree ray.roundtree@ftr.com	(310) 974-2178 (Todd) (714) 375-6760 (Ray) Emergency: (800) 921-8101
MCI (Verizon Business)	Ricardo Lozo Gonzaga Ricardo.gonzaga@verizon.com Kelvin Tran Kelvin.tran@verizon.com	18850 Orange Street Bloomington, CA 92316 (909) 360-6903 (Ricardo) (214) 234-3301 (Kelvin)
San Bernardino Municipal Water Department	Robert Lindberg robert.lindberg@sbmwd.org	399 Chandler Pl. San Bernardino, CA 92408 (909) 453-6167
Southern California Edison	SCE Planning Supervisor	287 Tennessee St. Redlands, CA 92373 (909) 307-6791 Emergency: (800) 611-1911
Southern California Gas	Joseph Chavez Jchavez3@socalgas.com	1981 W Lugonia Ave. Redlands, CA 92374 Emergency: (800) 427-2200
Spectrum	Jay Hernandez Jay.hernandez@charter.com David Anderson David.anderson1@charter.com	7337 Central Avenue Riverside, CA 92504 (951) 406-1654 (Jay) (951) 406-1606 (David)

The initial written utility notification and preliminary plans were sent to utility agencies on January 3, 2022 and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> Throughout Project 	<ul style="list-style-type: none"> If necessary, Contractor shall provide 2 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

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	<ul style="list-style-type: none"> Marshall Boulevard – 12" DIP waterline, north of centerline, crossing Del Rosa Avenue Marshall Boulevard – 12 ¾" DD&W waterline, south of centerline, crossing Del Rosa Avenue Waterlines, valve cans and other appurtenant structures located throughout project limits Eureka Street – 8" VCP sewer line, south of centerline, crossing Del Rosa Avenue Sewer lines, manholes, and various other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Frontier Communications	<ul style="list-style-type: none"> Marshall Boulevard – aerial line, north of centerline, crossing Del Rosa Avenue Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place
MCI (Verizon Business)	<ul style="list-style-type: none"> Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place
San Bernardino Municipal	<ul style="list-style-type: none"> Water lines, valve cans, 	<ul style="list-style-type: none"> Contractor to locate and

Water Department	sewer lines, manholes, and various other appurtenant structures located throughout project limits	protect in place <ul style="list-style-type: none"> Contractor to adjust valve cans to final grade, if adjustable
Southern California Edison	<ul style="list-style-type: none"> Del Rosa Avenue – 66-300 kV aerial line, north of Marshall Boulevard, crossing Del Rosa Avenue Marshall Boulevard – 750-22,500 volts underground line, both sides of centerline, crossing Del Rosa Avenue Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place
Southern California Gas Company	<ul style="list-style-type: none"> Marshall Boulevard – high pressure distribution gas line, north of centerline, from east of Del Rosa Ave to Del Rosa Ave Gas lines, valve cans, and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Spectrum	<ul style="list-style-type: none"> Marshall Boulevard – aerial line, north of centerline, crossing Del Rosa Avenue Eureka Street – aerial line, north of centerline, crossing Del Rosa Avenue Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place

HIGH RISK UTILITIES

The following utility facilities are “**HIGH RISK**” facilities:

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Southern California Edison	<ul style="list-style-type: none"> Del Rosa Avenue - north of Marshall Boulevard, crossing Del Rosa Avenue 	<ul style="list-style-type: none"> 66-300 kV aerial line Contractor to locate and protect in place
Southern California Gas Company	<ul style="list-style-type: none"> Marshall Boulevard – north of centerline, from east of Del Rosa Ave to Del Rosa Ave 	<ul style="list-style-type: none"> High pressure distribution gas line Contractor to locate and protect in place

The contractor shall notify all listed utility companies **two weeks** prior to start of work.

Pioneertown Area – H15158

AGENCY CONTACTS

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
Frontier Communications	Ray Roundtree Ray.roundtree@fr.com	32477 Haun Road Menifee, CA 92584 (714) 375-6760 Emergency: (800) 921-8101
San Bernardino County, Special Districts	Jared Beyeler jbeyeler@sdd.sbcounty.gov	222 W. Hospitality Lane, 2 nd Floor San Bernardino, CA 92415 (760) 962-1505
Southern California Edison	SCE Planning Supervisor	6999 Old Woman Springs Rd. Yucca Valley, CA 92284 (760) 369-5400 Emergency: (800) 611-1911

The initial written utility notification and preliminary plans were sent to utility agencies on January 3, 2022, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> Throughout Project 	<ul style="list-style-type: none"> If necessary, Contractor shall provide 2 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

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>
Frontier Communications	<ul style="list-style-type: none"> Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place
San Bernardino County, Special Districts	<ul style="list-style-type: none"> Waterlines, valve cans and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Southern California Edison	<ul style="list-style-type: none"> Overhead and underground facilities and other appurtenant structures located throughout project limits 	<ul style="list-style-type: none"> Contractor to locate and protect in place

HIGH RISK UTILITIES

The following utility facilities are “HIGH RISK” facilities:

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
n/a	<ul style="list-style-type: none"> n/a 	<ul style="list-style-type: none"> n/a

The contractor shall notify all listed utility companies **two weeks** prior to start of work.

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

Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while working in the road shoulder areas.

Throughout the project, utility poles, fire hydrants, water meters, gas meters, water valves and gas valves will be located in the construction area. If applicable, the Contractor shall perform his grading operations around these and construct embankment using pneumatic tampers to achieve the required compaction.

The Contractor shall protect existing manholes in place and costs therefor shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor’s responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.

The Contractor shall protect existing valve cans in place and adjust those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over.

During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer.

Existing guideposts (paddles) that interfere with construction shall be removed and disposed of.

All existing sprinklers in conflict with construction shall be relocated, removed and/or capped to clear construction.

If required during construction operations, existing mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the Engineer.

The space around the posts and post concrete anchors shall be backfilled with suitable earthy material. The backfill material shall be placed in layers approximately 0.33 foot thick and each layer shall be moistened and thoroughly compacted to a relative compaction of not less than 90 percent.

The face of mailbox shall be within 0 to 6 inches from face of curb, asphalt concrete dike or edge of pavement.

Surplus removed materials shall be disposed of outside the highway right-of-way in accordance with Section 14-10, "Solid Waste Disposal and Recycling" of the Standard Specifications. Attention is directed to prevailing wage provisions pertaining to hauling "trash" and/or "recyclable" materials.

Contractor shall replace in kind existing mailboxes. Existing newspaper boxes, posts and mounts shall be salvaged and reused.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

New mailboxes shall be fastened to the existing posts and mounts.

Replaced existing mailboxes shall become the property of the Contractor and shall be disposed of.

The contract unit price paid to remove and cap sprinklers shall be included in the **various contract items of work** and shall include full compensation for furnishing all labor, materials,

tools, equipment and incidentals, and for doing all the work necessary in relocating the sprinklers, complete in place, and disposing of surplus material and no additional compensation will be allowed therefor.

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

Replace the 3rd paragraph of section 5-1.36C(3), “Nonhighway Facility Rearrangement,” with:

Supplemental Work – The rearrangement of utilities is anticipated work within the scope of the project.

Supplemental Work - Utilities consists of rearranging the (currently none). If other necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. This other rearrangement is change order work.

The exact location and depth of the (currently none) is not known. It is anticipated that (currently none) may be damaged by Contractor’s operations.

Additional work falling within the scope and character of the existing contract items is considered as normal to the progress of construction and is addressed under section 4-1.05, “Changes and Extra Work,” of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described under Supplemental Work – Utilities, Contractor must submit a request for information (RFI) to request a delay-related time adjustment. The County may make a time adjustment under Section 8-1.07B, “Time Adjustments,” of the Standard Specifications. The County does not make a payment adjustment for delays in the completion of the contract work as a direct result of the work described under Supplemental Work – Utilities.

Payment for Supplemental Work – Utilities is calculated under section 9-1.04, “Force Account,” of the Standard Specifications and is cumulative over the duration of the contract.

Bidders must include the Contract Amount printed on the Bid Sheet in the proposal for “Supplemental Work - Utilities” as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

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

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

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 County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered

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

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

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

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

5-1.43G Civil Action

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California.

IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor

San Bernardino, California 92415-0016

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

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

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

AA

6 CONTROL OF MATERIALS

Delete section 6-1.04, "BUY AMERICA."

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

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

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

All materials required to complete the work under this contract shall be furnished by the Contractor.

Replace section 6-2.01C, "Authorized Material Lists," with:

6-3.05K Prequalified And Tested Materials For Traffic Control Devices

Contractor must comply with section 6-3.02, "SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION," of the Standard Specifications and these Special Provisions.

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

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

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

MATERIAL

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

A certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for signing and delineation products. Said certificate shall also certify that the signing and delineation product conforms to the prequalified testing and approval of the Department of Public Works, Traffic Division and were manufactured in accordance with the approved quality control program.

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

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

Apex (4x4)
Ray-O-Lite, Models SS, RS, and AA (4x4)
Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface:

Stimsonite 911 (4x4)
Stimsonite 944 SB (2x4) - formerly model 947
Stimsonite 948 (2.3x4.7)

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

- Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
- Valterra Products - 12801281 Series with Reflexite PC-1000 Sheeting

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

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

Temporary removable construction grade striping and pavement marking tape:

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

Temporary non-removable construction grade striping tape:

- 3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

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

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

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

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

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

TRAFFIC CONES

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

TYPE "K" OBJECT MARKER (18")

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

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

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

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

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

Non-impactable Type

Astro-Optics JD Series
Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

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

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

3M High Intensity
Reflexite PC 1000 (Metalized Polycarbonate)
Reflexite AP-1000 (Metalized Polyester)
Seibulite ULG (Ultralite Grade)

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

FYG, ASTM D 4956-01, Type IX.

Guide Signs:

T6501, ASTM D 4956-01, Type IV.

Construction Signs:

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

- ASTM = American Standard for Testing Materials
- DG = Diamond Grade
- LDP = Long Distance Performance
- FDG = Fluorescent Diamond Grade
- FYG = Fluorescent Yellow Green

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

The Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract

Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

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

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

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

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

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

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

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

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment

issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

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

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

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

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at 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, 2015, 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/>.

Replace the paragraphs in section 7-1.02K (3), "Certified Payroll Records (Labor Code § 1776)," with the following:

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:

- 1.1. Full name
- 1.2. Address
- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued

2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project

3. Wage rates paid are at least those required by the Contract

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

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

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

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

Failure to meet the requirements above will subject the contractor to sanctions/withholding of contract payments as allowed by law for any delinquent or inadequate certified payroll records. Payroll violations are required to be reported to the State of California and/or federal government.

Add the following paragraph to section 7-1.02K (5), "Working Hours":

The normal construction working hours are 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. The Contractor must request and receive prior written approval (at least 24 hours in advance) from the Engineer to work beyond or outside of these normal working hours. If the Contractor works beyond or outside of these normal working hours without requesting and receiving prior written approval from the Engineer, then any overtime or other costs incurred by the County (for example, County inspector costs) resulting from the Contractor's working beyond or outside of these normal working hours may be deducted from the progress payments that are due the Contractor. The County's decision to approve or disapprove the Contractor working beyond or outside of the normal working hours is at the sole discretion of the Engineer.

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

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

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

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must furnish, erect and maintain those fences, Type K temporary railing, barricades, lights, signs and other devices and take such other protective measures

that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

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

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

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

Add the following sentences to the 25th paragraph of section 7-1.04, "PUBLIC SAFETY":

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.

Reflectors on Type K temporary railing must conform to the provisions in "Prequalified and Tested Materials for Traffic Control Devices" 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 between the 26th and 27th paragraphs of section 7-1.04, "PUBLIC SAFETY":

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

Replace section 7-1.05A, “General,” with:

7-1.05A General

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

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

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

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

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

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

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

Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

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

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

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and must have a minimum Best's Insurance Guide rating of "A-" and minimum Financial Size Category of "VII" according to A. M. Best Company, Inc., website <http://www.ambest.com/>.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

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

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

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

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

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

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

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

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

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

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

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

The policy coverage shall include:

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

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1

8 PROGRESS SCHEDULE

Replace section 8-1.02, "SCHEDULE" with:

8-1.02 PROGRESS SCHEDULE

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

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

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

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

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

8-1.04A General

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

Prior to construction, the following submittals are required:

1. Baseline Progress Schedule
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. Materials to be Used
6. Subcontracting Request
7. Staging Area
8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP)
9. All other required environmental submittals.
10. Traffic Control Plan
11. Valid proof of approved permits, if applicable
12. List of personnel assigned to the project
13. Emergency contact list
14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
15. Any other pre-construction submittals deemed necessary by the Engineer.
16. Quality Control Plan
17. Phasing Plan

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

8-1.04B Standard Start

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

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

NINETY (90) WORKING DAYS

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

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

PAYMENTS – Attention is directed to the provisions in this Section 9-1.16, “Progress Payments,” and Section 9-1.16E, “Withholds,” of the Standard Specifications and these Special Provisions.

County 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 County will retain **5%** of the payments made to Contractor and total retention proceeds withheld by County shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by County 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 County Auditor will issue a warrant for the withheld funds.

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

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.

Partial payment for materials that are furnished but are not incorporated in the work may be made to the Contractor at the sole discretion of the Engineer.

The provisions of Public Contract Code section 20104.50, cited immediately below and at the end of these Special Provisions, 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 €.

(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.

Delete the 2nd sentence in section 9-1.16D(1), “General.”

Delete reference to “Pub Cont Code § 10261.5” in section 9-1.16E(1), “General.”

Replace “may” with “shall” in the 1st sentence of section 9-1.16E(4), “Stop Notice Withholds.”

Delete section 9-1.16F, “Retentions.”

Replace 9-1.17D(1), “General,” with:

9-1.17D(1) Final Payment and Claims - 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 County 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 County will pay the sum so found to be due. Such semifinal estimate 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 County at its discretion.

Any costs or expenses incurred by the County 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 County within the meaning of the California False Claims Act.

Delete section 9-1.17D(2)(a), "General."

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

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

Replace "30" with "31" in the 1st sentence of section 9-1.17(D)(1), "General."

Delete section 9-1.22, "Arbitration," in its entirety and replace with the following:

9-1.22 CIVIL ACTION

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

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NOT FOR BID

DIVISION II – GENERAL CONSTRUCTION

10-1.01 ORDER OF WORK

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

Due to mountainous conditions and the potential for snow, the Contractor shall prioritize completing construction for the Crestline, Big Bear, and Lake Arrowhead locations during the peak summer season.

First Order of Work - The Contractor shall obtain and pay for all permits as required for all work involved within City of San Bernardino and Caltrans jurisdiction.

Second Order of Work - The Contractor shall set up portable changeable message signs at the locations specified in these Special Provisions and as designated by the Engineer.

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

Fourth Order of Work - The Contractor shall request the County Surveyor to conduct a monument review survey prior to the start of construction. Said survey request shall include staking the alignment of the proposed MGS (includes End Treatment) from the beginning to the end of said MGS as shown on the plan. Furthermore, County Surveyor shall mark on the ground with spray paint the location of each and every proposed guardrail steel post spaced at 6’-3” on center. Doing so, Contractor will be able to build the MGS with accuracy without encroaching the adjacent Right of Way (or slope embankment).

Prior to removal of all existing guard railing posts, Contractor shall coordinate with the Engineer with regards to the new locations of steel posts measured accordingly based on the new alignment set by the County Surveyor. **As directed by the Engineer, steel posts shall be installed first prior to removal of all existing old wooden posts. Contractor to remove and replace guardrail system in same work shift. During non-working hours, no guardrail system shall be left open, undone or incomplete without being protected by temporary K-railings.**

Similarly, Contractor shall coordinate with the Engineer prior to the placement of slurry concrete on voids left after removal of the old posts. All steel posts shall receive no slurry concrete whatsoever.

Attention is directed to sections, “Supplemental Work At Force Account (Unforeseen Utility Conflicts),” “Public Safety”, “Portable Changeable Message Sign”, “Traffic Control System”, “Remove Metal Beam Guard Railing”, “Midwest Guard Railing”, “Alternative Inline Terminal System”, “Survey Monuments” and “Permit and Agreements” elsewhere in these special provisions.

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 **various contract items of work** and no additional compensation will be allowed therefore.

10-1.02 PUBLIC SAFETY

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

The Contractor shall furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

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

If above referenced CA MUTCD typical applications are deviated from due to project field conditions, or as required by the engineer, the Contractor shall prepare a pedestrian traffic control plan and submit to the Engineer for review and approval. The pedestrian traffic control plan shall detail any pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

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

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than 1 foot deep.
 - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)
 - f) Excavations protected by existing barrier or railing.

- g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15.33 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15.33 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

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

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

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

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

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

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

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

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

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

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with Section 5-1.03A "INDEMNIFICATION" of these Special Provisions.

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

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

10-1.03 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN UTILITY CONFLICT AND SUBGRADE STABILIZATION)

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 including potholing. Extra work addressed under the provisions of this section will be work, of a minor nature, not specifically covered by contract items, but determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Extra work to address subsurface or latent physical 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", of the Standard Specifications.

If in the event, yielding or unfirmed subgrade soil condition were discovered in some or specific streets during the milling operation, the work shall be suspended temporarily and the Contractor shall notify the Engineer immediately. The Engineer shall investigate, assess, evaluate and determine as to whether extra work is required to address the subgrade condition. If determined by the Engineer that extra work is required, Contractor shall submit to the Engineer for his approval the best possible solution or alternative solution to stabilize the subgrade. **The Engineer has the sole discretion to accept or reject such extra work.**

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

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

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

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

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

10-1.04 AS-BUILT DRAWINGS AND MISCELLANEOUS REFERENCES

The Contractor shall refer to As-Built Drawings for utilities including supplemental under Green Pages, namely: Location Map, Exhibit A, Table I, Ramp Profiles, ADA Ramp Inspection Sheet, County Standard Drawing & Special Drawings, Caltrans Standards, Standard Plans for Public Works Construction and MUTCD found elsewhere in these Special Provisions.

As-Built plans are provided for graphical information and reference purposes only. No warranty, expressed or implied, is made regarding the accuracy of said maps. Variations may exist for the right of way and/or existing physical conditions for all street improvements neither observed nor described on site may be encountered during construction.

The construction of ramps and replacement of sidewalks, curb and gutter, spandrel, cross gutter and driveway shall be located or confined within its boundary or original location without encroaching beyond road right of way or individual's property.

Attention is directed to section "Supplemental Work at Force Account (Unforeseen Differing Site Conditions) elsewhere in these Special Provisions.

Full compensation for conforming to the requirements of this section, including 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.

10-1.05 ENVIRONMENTAL MITIGATION MEASURES

This work shall consist of furnishing all labor, materials, tools, equipment and incidentals; and performing all work necessary to comply with existing laws, codes, regulations, and/or permits related to Environmental Mitigation Measures and these special provisions. Contractor shall comply with the requirements of the permits from the Department of Fish and Wildlife, the State Water Resources Control Board and the Corps of Engineers found elsewhere in these special provisions.

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

The Contractor shall comply with the following mitigation measures:

- All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluations. Standards best management practices shall be implemented during construction activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. Please contact EMD, at (909) 387-7897, with any questions.
- Should construction occur during nesting bird season (approximately March 15 through September 15), a nesting bird survey shall be required 3 days prior to the start of construction activities. If an active bird nest is located, a buffer will be established (minimum of 200 feet; 500 feet for raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive. Further, if the street improvements activities are phased, then a nesting bird survey shall be required at the start of each phase.
- A desert tortoise protection education program should be presented to all employees, inspectors, supervisors, contractors, and subcontractors who carry out proposed activities at the project site. The education program should include discussions of the following:
 1. The legal and sensitive status of the tortoise;
 2. A brief discussion of tortoise life history and ecology;
 3. Mitigation measures designed to reduce adverse effects to tortoises;

4. and protocols to follow if a tortoise is encountered, including appropriate contact points.

- To the extent possible, project activities should be scheduled when tortoises are inactive (typically November 1 to March 1).
- A desert tortoise pre construction survey will need to be completed prior to start of work.
- For Projects Conducted during the Tortoise Activity Period (typically March 1 to November 1)
 - Construction and operation activities should be monitored by a qualified desert tortoise biologist. The biologist should be present during all activities in which encounters with tortoises may occur. The biologist should watch for tortoises wandering into construction areas, check under vehicles, check at least three times per day any excavations that might trap tortoises, and conduct other activities necessary to ensure that death and injury of tortoises is minimized.
 - If a tortoise is found in a project area, activities should be modified to avoid injuring or harming it. If activities cannot be modified, tortoises in harm's way should be moved in accordance with CDFW's Guidelines.
 - Take, possession, or harassment of a desert tortoise is prohibited by State law, unless specifically authorized by CDFW.
 - The project should designate a desert tortoise coordinator (DTC) who should be responsible for overseeing compliance with the mitigation measures.
 - The DTC should be on site during project activities and should be familiar with and have a copy of the desert tortoise mitigation plan.
- A nesting bird and a burrowing owl survey will also need to be completed prior to start of work.
- Temporary fencing, such as chicken wire, snow fencing, chain link, and other suitable materials may be used as directed by the DTC in some locations such as equipment staging areas to reduce encounters with tortoises on short-term projects, such as construction of power lines, road maintenance projects, burial of fiber optic cables, etc, where encounters with tortoises are likely.
- Unleashed dogs are prohibited in project areas.
- Vehicle use should be limited to existing or designated routes to the extent possible.
- Oil, fuel, pesticides, and other hazardous material spills should be cleaned up and properly disposed of as soon as they occur in accordance with applicable State and Federal regulations. All hazardous material spills must be reported promptly to the

appropriate surface management agencies and hazardous materials management authorities.

- Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- If human remains are encountered during construction, then the San Bernardino County Coroner's Office **MUST** be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA Tel: 909-387-2978.

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

10-1.06 PORTABLE CHANGEABLE MESSAGE SIGNS

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

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to provide drivers with advanced warning and up to date information on the traffic conditions during construction. 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) weeks prior to the start of construction. Contractor shall provide a minimum of four (4) message signs.

Contractor's attention is directed to the Section entitled, "Permits," elsewhere in these Special Provisions.

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

1. Half mile before begin work
2. Half mile after end work

If the Engineer determines that additional PCMS are necessary, they will be installed by the Contractor at no additional cost to the County.

Location of the Temporary traffic controls, regulatory, warning and guide signs have a higher priority than the PCMS. The PCMS shall be placed where they can be easily identified with the corresponding project. If the placement of PCMS conflicts with the newly installed higher

priority signs, such as the temporary traffic control devices or other priority devices, the PCMS shall be relocated by the Contractor at no extra cost to the County.

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

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

PCMS shall be removed at the completion of the project.

The contract unit price paid for **Portable Changeable Message Sign** shall include 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, as specified in the Standard Specification and these Special Provisions.

10-1.07 WATER POLLUTION CONTROL PROGRAM (WPCP)

Water Pollution Control work shall conform to the provisions in Section 13-2, "Water Pollution Control Program," of the Standard Specifications, and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook), and addenda thereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the following web site:

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

The Water Pollution Control Program template can be downloaded from the following web site:

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

Areas where pollutant discharge must be eliminated shall include, but not be limited to, spoil and stockpile areas, all staging areas, and pulverized areas created in connection with work under this contract, whether or not said areas are within the delineated project limits.

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

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

10-1.08 MOBILIZATION

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

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

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

10-1.09 TRAFFIC CONTROL SYSTEM

A. GENERAL:

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

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

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

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

When applicable, the 2018 Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan 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 night time shoulder closures shall also include flashing beacons.

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

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

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

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

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

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.0801.**

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

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

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

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

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

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

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

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

B. SPECIAL CONDITIONS:

I. During Construction Activities

Construction shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project, or as directed by the Engineer.

Maintain a minimum of one lane in each direction of travel on Del Rosa Avenue.

Throughout the project area, public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot graded and compacted or paved lane, to be used by both directions of travel with the use of flaggers. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations. Any deviation from these special conditions shall be approved by the Engineer.

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

In cases where a detour or an alternate pedestrian access cannot be provided; the Contractor shall be allowed to close sidewalk ramp areas where approved by the Engineer. The Contractor shall post sidewalk closure signs at these ramp locations at least two weeks prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates.

Attention is also directed to the Public Safety section of these special provisions.

II. During Non-construction Activities

Throughout the project area, the Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress.

The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress.

The Contractor shall stage his construction operations accordingly in order to meet the above stated requirements.

Attention is also directed to "Order of Work," and "Public Safety," and "Permit" sections of these Special Provisions for traffic control requirements.

C. MEASUREMENT AND PAYMENT:

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

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

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

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

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

Full compensation for traffic control staging is included in the contract lump sum price paid for **Traffic Control 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 of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the Standard Specifications. No adjustment will be made for decreases.

10-1.10 REMOVE GUARD RAILING

This work shall consist of removal and disposal of existing guard railing and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Removed Guard Railing including End Terminal System with concrete anchors shall become the property of the Contractor and disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The Contractor shall be responsible for disposing Treated Waste Wood (TWW) at an appropriate hazardous waste disposal facility in accordance with State and local regulations and requirements. Nothing herein shall be construed as relieving the Contractor of his responsibility for disposing said hazardous waste. Attention is directed to section "Environmental Mitigation Measures" elsewhere in these special provisions.

The contract price paid per linear foot for **Remove Guard Railing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing and disposing the existing metal guard railings, end treatments and concrete anchors, object markers, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.11 REMOVE BARRIER RAILING

This work shall consist of removing and disposing of existing barrier railing from bridge and culvert headwall where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions. Existing holes in concrete shall be filled with grout.

The contract price paid per linear feet for **Remove Barrier Railing** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

10-1.12 REMOVE ASPHALT CONCRETE DIKE

This work shall consist of removing portions of existing asphalt concrete dike and overside drains where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Prior to removing the dike the outside edge of the asphalt concrete to remain in place shall be cut to a neat line. The cut shall be a minimum depth of 0.17-foot.

The dike shall be removed in such a manner so that the surfacing which is to remain in place is not damaged.

The removed dike and overside drain shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The contract price paid per linear foot for **Remove Asphalt Concrete Dike** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove and dispose of or otherwise handle existing asphalt concrete dike as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

The contract unit price paid for **Remove Overside Drain** 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 overside drains, including hauling and disposing of surfacing outside the highway right of way or hauling and placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

10-1.13 CLEARING AND GRUBBING

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

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

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

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

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

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

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

10-1.14 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," and Section 4-1.13, "Cleanup," of the Standard Specifications, and these Special Provisions.

On projects where there is no earthwork associated with the construction, Finishing Roadway shall consist of the work necessary to accomplish final cleaning up. Such cleaning up 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.

The contract lump sum price paid for **Finishing Roadway** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing roadway as specified in these specifications and the special provisions and as directed by the Engineer.

10-1.15 ASPHALT CONCRETE (DIKES AND MISCELLANEOUS AREAS)

Asphalt Concrete placed in **dikes and miscellaneous areas** shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt concrete dikes and miscellaneous areas shall conform to the 3/8 inch maximum grading as specified in Section 39-2.02B(4)(b), "Aggregate Gradations", of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Binder for asphalt concrete dikes and miscellaneous areas shall conform to the 3/8 inch maximum gradation as specified in Section 39-2.01B(11), "Miscellaneous Areas and Dikes", of the Standard Specifications.

Asphalt binder grade for A.C. dike shall be PG 70-10.

Asphalt binder grade for miscellaneous areas shall be PG 70-10.

Location of asphalt concrete driveways or sidewalks are approximate and therefore Contractor shall notify the Engineer prior to construction.

Asphalt concrete placed in the work is paid separately at the contract price per ton for asphalt concrete of the Type or Types designated in the Engineer's Estimate.

The contract unit price paid per linear foot for material of **Place Asphalt Concrete Dike (Type C) and Place Asphalt Concrete Dike (Type F)** and a contract unit price paid for square yard for overside drains with bid item **Place Asphalt Concrete (Miscellaneous Areas)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete dike and placing asphalt concrete (miscellaneous area), complete in place, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.16 MINOR CONCRETE (VEGETATION CONTROL)

Minor concrete shall conform to the provisions in Section 72-11.01C(2), "Minor Concrete" of the Standard Specifications and these Special Provisions.

The contractor shall place 3" thick minor concrete vegetation control per Caltrans Standard Plan A77N5 and A77N6.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4) Contractor-Property Owner Agreement"; Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The contract price paid per square yard for **Minor Concrete (Vegetation Control)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in construction of vegetation control and no additional compensation will be allowed therefor.

10-1.17 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs," of the Standard Specifications and these Special Provisions.

Metal posts shall be furnished and installed as shown on California 2014 MUTCD Figure 2A-2(CA) and County Std. Dwg. 303B (with the exception of post for street name markers). Anchor sleeves shall be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves shall not be used.

Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation.

The contract unit price paid for **Roadside Sign** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including the installation of sign panels, relocating existing sign, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Regardless of the number of signs on a given post, the pay quantity shall be counted as one (1) Sign for each post.

10-1.18 CHAIN LINK FENCE AND GATE

Chain link fence, chain link gate, pedestrian gate, double drive gate and rolling gate of varied width shall be **Type CL-6**, as shown and tabulated on the plans shall conform to the provisions

in Section 80, "Fences," of the Standard Specifications, these special provisions and as directed by the Engineer.

The shape of all line, end, latch and corner posts, top rail and braces shall be round.

Where new chain link fences meet existing chain link fences, they shall be connected.

Top rail shall be provided.

The exact location for constructing new fences and new gates are shown on the plans and as determined by the Engineer.

Barbed wire supporting arms (extension arm) shall extend upwards from the tops of the fence posts at an approximate angle of 45 degrees and be fitted with clips or other suitable means for attaching 3 lines of barbed wire. The top outside wire shall be attached to the extension arm at a point approximately 12 inches above the top of the chain link fabric and 12 inches out from the fence line. The other wires shall be attached to the arm uniformly between the top of the fence and said top outside wire.

Barbed wire shall conform to the provisions in Section 80-2, "Barbed Wire and Wire Mesh Fences," of the Standard Specifications.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing chain link fence, pedestrian gate and gates supporting arms and barbed wire shall be considered as included in the contract price per linear foot paid for **Chain Link Fence (Type CL-6)** and per unit paid for **5' Chain Link Gate (Type CL-6)** at Maltby Blvd. and Shore Dr. and no additional compensation will be allowed therefor.

10-1.19 COORDINATION

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

It is the Contractor's responsibility to verify the schedules of the above-mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

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

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

Crestline Area

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
Crest Forest Fire Station #28 23003 Waters Dr, Crestline, Ca, 92325	Emergencies (Transportation)		Daniel Munsey, Fire Chief/Fire Warden	Phone: (909) 338-0628 Website: < http://sbcfire.org >
San Bernardino County Fire Station 25 23407 Crest Forest Dr, Crestline, Ca 92325	Emergencies (Transportation)		Daniel Munsey, Fire Chief/Fire Warden	Phone: (909) 338-0625 Website: < http://sbcfire.org >
Crestline Village Water District 777 Cottonwood Dr, Crestline, CA 92325	Sewage	7:30am-4:30pm M-F	Jeanene Weiss, Office Manager	Phone: (909) 338-1727 Email: cvwater@cvwater.com Website: < http://www.cvwater.com/board2.htm >
Burrtec Mountain Disposal 988 Waterman Canyon Rd, Crestline, CA 92325	Waste Collection/ Mountain Disposal	8am-5pm M-F		Phone: (909) 338-2417 Email: mountaincs@burrtec.com

Del Rosa Area

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
<p>Del Vallejo Leadership & Stem Academy</p> <p>1885 E Lynwood Dr, San Bernardino, Ca 92404</p>	<p>School Buses, Student Drop-Off & Pick-Up</p>	<p>7:30am-4pm M-F</p>	<p>Jackie Maner, Principal</p>	<p>Phone: (909) 881-8280</p> <p>Email: <Jackie.maner@sbcusd.k12.ca.us></p> <p>Website: < https://delvallejo.sbcusd.com></p>
<p>Del Rosa Elementary School</p> <p>3395 Mountain Ave N, San Bernardino, CA, 92404</p>	<p>School Buses, Student Drop-Off & Pick-Up</p>	<p>8:50 am-3:30pm M-F</p>	<p>Keri Bernstine, Principal</p>	<p>Phone: (909) 881-8160</p> <p>Email: Keri.bernstine@cbcusd.k12.ca.us</p> <p>Website: < https://delrosa.sbcusd.com.</p>
<p>United States Postal Service</p> <p>1663 E Date St, San Bernardino, CA 92404</p>	<p>Postal Service</p>	<p>9am-5pm M-F</p>		<p>Phone: (909) 882-5294</p> <p>Email: < https://tools.usps.com/find-location.htm?location=1360565></p>
<p>Aquinas Catholic High School</p> <p>2772 N sterling Ave, San Bernardino, CA 92404</p>	<p>School Buses, Student Drop-Off & Pick-Up</p>	<p>8am-3:30pm M-F</p>	<p>Chris Barrows, President</p>	<p>Phone: (909) 886-7717</p> <p>Website: < https://www.aquinashs.net></p>

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
Forest Service Del Rosa Fire Station 4121 Quail Canyon Rd, San Bernardino, CA	Emergencies (Transportation)		David Borero, Crew Superintendents	Phone: (909) 383-5515 Website: < https://www.fs.usda.gov >
Jefferson Hunt Elementary School 1342 Pumalo St E, San Bernardino, CA 92404	School Buses, Student Drop-Off & Pick-Up	8am-4pm M-F	Kristin Knolling, Principal	Phone: (909) 881-8178 Email: <Kristin.knolling2sbusd.k12.ca.us > Website: < https://hunt.sbcusd.com >

Lake Arrowhead Area

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
United States Postal Service 951 Kuffel Canyon Rd, Skyforest, CA 92385	Postal Service	8am-4:30pm M-F		Phone: (909) 337-1419 Website: < https://tools.usps.com/find-location.htm?location=1381794 >

Big Bear Area

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
Big Bear High School 351 Maple Ln, Big Bear Lake, CA 92315	School Buses, Student Drop-Off & Pick-Up	7:10 am-3:30 pm M-F	Tina Fulmer, Principal	Phone: (909) 585-6892 Website: https://bbhs.bearvalleyusd.org Email: tina_fulmer@bearvalleyusd.org
Big Bear Area Regional Wastewater Agency (BBARWA) 121 Palomino Dr, Big Bear Ca 92314	Sewage Treatment Plant	8am-3pm M-F	David Lawrence, P.E. General Manager	Phone: (909) 584-4018 Email: < dlawrence@bbarwa.org > Website: < https://www.bbarwa.org >
Big Bear Airport 501 Valley Blvd, Big Bear, CA 92314	Drop-Off and Pick-Up	N/A	Diane Cartwright Administration Manager	Phone: (909) 585-2119 Website: < https://www.bigbearcityairport.com > Email: < dcartwright@flybigbear.com >
Baldwin Lane Elementary School 44500 Baldwin Ln, Big Bear, CA 92314	School Buses, Student Drop-Off & Pick-Up	8:30am-3:08pm M-F	Catherine Tamayo, Principal	Phone: (909) 585-7766 Website: < https://bles.bearvalleyusd.org > Email: catherine_tamayo@bearvalleyusd.org

Yucca Valley Area

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
Pioneertown Fire Station #38 5380 Mountain View Rd, Pioneertown, Ca 92268	Emergencies (Transportation)		Daniel Munsey, Fire Chief/Fire Warden	Phone: (760) 365-3650 Website: https://sbcfire.org
San Bernardino County Fire Station 41 57201 29 Palms Hwy, 92284 Twentynine Palms Outerhighway S, Yucca Valley, CA 92284	Emergencies (Transportation)		Daniel Munsey, Fire Chief/Fire Warden	Phone: (760) 228-2160 Website: https://sbcfire.org
Cal Fire BDU-Yucca Valley Fire Station 7105 Airway Ave, Yucca Valley, CA 92284	Emergencies (Transportation)		Rod Bywater, Fire Chief	Phone: (760) 365-4411 Website: < https://www.fire.ca.gov >

10-1.20 CONSTRUCTION PROTECTION

Attention is directed to the provisions in Sections 13, "Water Pollution Control," 5-1.37, "Maintenance and Protection," and 5-1.39, "Damage Repair and Restoration" of the Standard Specifications and these special provisions.

It shall be the responsibility of the Contractor to protect the project against the intrusion of water, including groundwater, mud and other deleterious matter.

The Contractor is required to schedule the work so that any storm or other waters encountered may proceed without obstruction. The threat of substantial flood runoff in the project area is during the period from approximately October 18 to April 15. The potential for severe flooding is reduced, but not eliminated during the period from approximately April 15 to October 18.

Full compensation for construction protection, including furnishing all labor, materials, tools, equipment and incidentals as specified in these special provisions and as determined by the Contractor shall be considered as included in the **various contract items of work** and no additional payment will be allowed therefor.

10-1.21 INSPECTION AND ACCEPTANCE

The Contractor shall at all times during the contract period, conform to the provisions in Section 5, "Control of Work", and Section 6, "Control of Materials", of the Standard Specifications, and these Special Provisions.

All work (which term includes, but is not restricted to, materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the County at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the County shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance nor in any way affect the continuing rights of the County after acceptance of the completed work under the terms of the last paragraph of this section, except as hereinabove provided.

The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the contract requirements, unless in the public interest the County consents to accept such material or workmanship with an appropriate adjustment in contract price.

The Contractor shall promptly segregate and remove rejected material from the premises.

The Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by contract or otherwise, replace such material or terminate the Contractor's right to proceed in accordance with Section 8, "Prosecution and Progress", of the Standard Specifications.

The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and tests as may be required by the Engineer.

All inspections and tests by the County shall be performed in such manner as to not delay the work unnecessarily. The County reserves the right to charge to the Contractor any additional cost of inspections or tests when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when re-inspection or retest is necessitated by prior rejection.

Should it be considered necessary or advisable by the County at any time before acceptance of the entire work to make an examination of work already completed, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material necessary for testing or uncovering of same.

If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of satisfactory reconstruction.

Unless otherwise provided in this contract, acceptable by the County shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defect, fraud, or such gross mistakes as my amount to fraud or as regards the County's rights under any warranty or guarantee.

Full compensation for conforming to the requirements of Section 5, "Control of Work", and Section 6, "Control of Materials", of the Standard Specifications and these Special Provisions, including furnishing all labor, materials, tools, equipment incidentals shall be considered as included in the prices paid for the **various items of work** and no additional compensation will be allowed therefor.

10-1.22 MARKERS AND DELINEATORS

Markers and Delineators shall conform to the provisions in Section 82-5, "Markers" and Section 81-2, "Delineators" of the Standard Specifications and in these Special Provisions.

Markers and delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type VII reflective sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

The contractor shall install Guard Railing Delineator (Type E, Class 2 Metal Post) per the Caltrans 2018 Standard Plan RSP A73B and A73C. The spacing for said Guard Railing Delineator shall be per plan.

The Contractor shall install Object Marker – Type P(CA)(OM-3L or OM-3R) per the CA MUTCD 2014, Figure 2C-13(CA) as shown on the plans.

The contract unit prices paid for **Guard Railing Delineator (Type E)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing Guard Railing Delineator, as shown on plans, as directed by the Engineer and as specified in the Standard Specifications and these Special Provisions.

The contract unit price paid for **Snow Pole Marker (Class 2 Metal Post)** shall be fiberglass composite material, orange color and 72" minimum length, include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved

in Snow Pole marker, as shown on plans, as directed by the Engineer and as specified in the Standard Specifications and these Special Provisions.

The contract unit price paid for **Object Marker - Type P(CA)(OM-3L or OM-3R)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Object Marker - Type P(CA)(OM-3L or OM-3R)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for **Object Marker - Type L-1(CA)(OM2-2V)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Object Marker - Type L-1(CA)(OM2-2V)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.23 MIDWEST GUARD RAILING

Midwest guard railing shall conform to the provisions in Section 83-2, "Metal Railings and Barriers," of the Standard Specifications and these special provisions.

Midwest guard railing shall include steel posts and notched plastic blocks.

The contractor shall install End Cap (Type B) per detail on Sheet 12 and as shown on the plans.

The midwest guard railing shall be installed with minor concrete vegetation control per 2018 Caltrans Standard Plans A77N6 and A77N5 and shall be included in the unit price paid for Midwest Guard Railing.

Attention is directed to Section 8, "Prosecution and Progress," of the Standard Specifications.

At locations exposed to public traffic where guard railings are to be constructed, the Contractor shall schedule his operations so that at the end of each working day there shall be no post holes open or shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

The contract unit price paid for **End Cap** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing End Cap, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

The contract unit price paid per linear foot for **Midwest Guard Railing (Steel Post), Strengthened Midwest Guard Railing (Steel Post)** and **Midwest Guard Railing (Special)** shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing Midwest Guard Railing, complete in place, including excavation, backfill, additional fill, minor concrete vegetation control, shoulder backing, and disposal of surplus material, as shown on the plans, as specified in the

Standard Specifications and these special provisions, and as directed by the Engineer. No additional compensation will be allowed for the method of installation or type of drilling the contractor uses when placing the guard rail.

10-1.24 END ANCHOR ASSEMBLY (TYPE SFT)

End Anchor Assembly (Type SFT) shall be furnished and installed in conformance with details shown on the plans, the provisions in Section 83-2, "Metal Railings and Barriers," of the Standard Specifications and these special provisions.

Metal Beam Guard Rail shall be furnished, installed, and shall include all the items detailed for approach end detail as shown on the Federal Vermont End Terminal Detail and shall also include furnishing and installing the SFT terminal system and Type B End Cap as shown per Caltrans Revised Standard Plan RSP A77S1 and as shown on the plans.

The terminal system (Type SFT) shall be installed with minor concrete vegetation control per Caltrans Standard Plans A77N6 and A77N5 and shall be included in the unit price paid for End Anchor Assembly (Type SFT).

The contract unit price paid for **End Anchor Assembly (Type SFT)** including the Metal Beam Guard Rail, SFT Terminal System with Type B End Cap and connection shall include full compensation for furnishing all labor, materials, tools, equipment, minor concrete vegetation control and incidentals, and for doing all the work involved in furnishing and installing Federal Vermont End Terminal System (Type SFT), complete in place, including drilling holes for wood posts, driving posts, backfill, and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.25 IN-LINE TERMINAL SYSTEM

End Terminal System shall be per RSI (MSKT-SP-MGS Terminal (8" Blocks) Test Level -3 or equivalent system approved by the Engineer.

MASH Sequentially Kinking Terminal (MSKT) is a tangent, re-directive end terminal manufactured by Road Systems, Inc. The terminal length is 50'-0" and can be flared for an offset of 0 to 2 feet at the head. The MSKT terminal is available from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

The Contractor shall provide the Engineer with Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-2.03C, "Certificate of Compliance ", of the Standard Specifications. The Certificate of Compliance shall certify that

the terminal systems furnished conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

Contractor shall install retroreflective material to impact head Type P(CA) (OM-3R) per Section 2C.65 and Figure 2C-13(CA) of the CA MUTCD 2014.

The contract unit price paid for **In-Line Terminal System** shall include full compensation for furnishing all labor, materials, tools, equipment, minor concrete vegetation control and incidentals, and for doing all the work involved in furnishing and installing the end terminal system with retroreflective material including Midwest guard railing, complete in place, including excavation, backfill, and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.26 PAINT 6" WIDE TRAFFIC STRIPES & PAVEMENT MARKINGS

Materials and application for painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions of paint traffic stripes in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic stripes and pavement markings shall be white or yellow to match the color of the existing markings as shown on the plans and as determined by the Engineer.

Traffic stripes and pavement markings shall be painted at the same location of the existing stripes as shown on the plans and/or as determined by the Engineer.

The following traffic stripes and pavement markings shall be painted at the same location of the existing stripes as shown on the plans and/or as determined by the Engineer.

The 6" wide white edge line striping shall be painted as shown per 2018 Caltrans Standard Plan A20B, Detail 27B.

The contract prices paid per linear foot for **Paint 6" wide Traffic Stripe (2-Coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.27 PAINT CURB (2 COAT)

Materials and application for painting concrete curb shall conform to the provisions in Section 78-4, "Miscellaneous Coatings," of the Standard Specifications.

The paint shall be red as shown on the plans and as determined by the Engineer.

The contract prices paid per linear foot for **Paint Curb (2-Coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.28 PERMITS AND AGREEMENTS

Prior to construction, the Contractor shall obtain permits as required for all work located within the County right of way.

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

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

10-1.29 SURVEY MONUMENTS

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

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

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

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

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-construction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place.

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

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

10-1.30 FIRE PLAN

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

A. The Contractor is informed of the following information:

The California Department of Forestry locations may be found on the following website:

<http://www.fire.ca.gov/about/contacts/>

Locations of certain fire agencies in the vicinity of the project are listed below:

<p>California Dept of Forestry and Fire Protection Agency Unit Headquarters San Bernardino Unit 3800 North Sierra Way San Bernardino, CA 92405 909-881-6900</p>	<p>California Dept of Forestry and Fire Protection Agency Pilot Rock Camp CC15 PO Box 10 Crestline, CA 92325 Phone: (909) 338-2812</p>
<p>U.S. Fire Service Mill Creek Station 34701 Mill Creek Road Mentone, California 92359 Phone: (909) 794-1123</p>	

B. The Contractor shall be responsible for:

- a) immediately calling **911** and reporting to said Agency all fires occurring within the limits of the project,
- b) preventing all project personnel from setting open fires not a part of the work, unless a permit is obtained from the U.S. Forest Service and California Department of Forestry prior to the actual burning,
- c) preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires,

C. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydrocarbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet U.S. Forest Service Standards as specified

in the Forest Service Spark Arrester Guide and shall maintain said arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the U.S. Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines, or when equipped with scrubbers with properly maintained water levels.

The Forest Service Spark Arrester Guide is available at all Forest Service offices.

- D. All toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.

- E. All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine. A permit is required from the County Fire Warden for the temporary storage of flammable liquids above ground.

- F. The Contractor shall furnish each piece of equipment with the following:
 - a) one shovel and one fully charged fire extinguisher UL rated at 2A 10 BC or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
 - b) one shovel and one back-pack 5-gallon water-filled tank with pump for each welder,
 - c) one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of said power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431 and the California Administrative Code, Title 14, Section 1234,
 - d) all shovels shall be size "0" or larger and shall be not less than 46 inches in length.

- G. The Contractor shall furnish a pickup truck and driver that will be available for the sole purpose of fire control during all working hours and as specified herein.
 - a) The truck shall be equipped with 10 shovels, 5 axes, 2 backpack 5-gallon water-filled tanks with pumps, other fire tools substituted on a one-to-one basis at the option of the Contractor if approved by the Engineer.
 - b) The truck shall be equipped with a 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4" hose on a reel.
 - c) In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than 1/2 hour after the shutdown of the work.

- H. The Contractor shall be aware of the Fire Index and conform to the following:

The Wild Land Fire Danger Rating System established by the United States Forest Service and the State of California Department of Forestry is designed to estimate the relative effect of weather on the several aspects of fire behavior, such as spread, intensity, and ignition.

The combination of these effects make up the Fire Index, the severity of which is as follows:

LOW MEDIUM HIGH VERY HIGH EXTREME

The daily Fire Index may be obtained from the U.S. Forest Service and the Department of Forestry. When the Fire Index is "Very High" or "Extreme", the Engineer will notify the Contractor for dissemination and action in the area affected.

When the Fire Index reaches "Very High", the following type of work shall be curtailed or discontinued:

- a) All falling of dead trees or snags shall be discontinued.
- b) No open burning will be permitted; all fires shall be extinguished.
- c) All welding shall be discontinued except in an enclosed building or within an area cleared of all flammable material.
- d) All blasting shall be discontinued.
- e) Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a firebreak, unless prohibited by other authority.
- f) Vehicular travel will be restricted to cleared areas except in case of emergency.

When the fire reaches "Extreme," the following precautions shall be taken in addition to those listed above:

- a) Any work of a nature which could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.
- b) Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

If field and weather conditions become such that the determination of the Fire Index is suspended, the provisions under Items "F" and "G" of this section will not be enforced for the period of the suspension of the determination of the Fire Index. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Index.

Prior to tree removal, welding, any open flame activity, flammable liquids storage, or blasting operations, the Contractor is required to obtain permits from the local U.S. Forest Service Ranger Station and the California Department of Forestry Station. The Contractor shall comply with all provisions of the permits.

Full compensation for conforming to the provisions herein, including payment for permits, shall be considered as included in the lump sum item for **Fire Plan** and no separate payment will be made therefor.

10-1.31 EXISTING FACILITIES

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

10-1.32 DUST CONTROL

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

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

The CONTRACTOR is responsible for meeting and being in compliance with all of the requirements of the (Mojave or South Coast wherever the project applies) Air Quality Management District's (AQMD) "Rule 403, Fugitive Dust" including, but not limited to, those requirements pertaining to a Large Operation. In addition to the CONTRACTOR providing all required personnel and signage, the CONTRACTOR is required to provide all mandatory forms, correspondence and recordkeeping information directly to AQMD and provide copies of said items to the ENGINEER or his authorized representative in a timely manner. The CONTRACTOR shall also submit his proposed program and sign detail to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the ENGINEER prior to the start of construction. Information on AQMD and "Rule 403, Fugitive Dust" can be found at <http://www.mdaqmd.ca.gov/index.aspx?page=142>. Should the County be fined due to failure of the contractor complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due to the contractor.

Full compensation for conforming to the requirements of AQMD, including furnishing all labor, water, materials, tools, equipment and incidentals shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

NOT FOR BID

*Permits and Agreements
(Brown Pages)*

inserted here

NOT FOR BID

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

CEQA / NOE

BAI

PEC

NOT FOR BID



Interoffice Memo

DATE December 7, 2022,

AP

PHONE 387-8109

FROM **ANTHONY PHAM**, P.E., Division Chief
Environmental Management Division

MAIL CODE 0835

TO **CHRIS NGUYEN**, P.E., Division Chief
Transportation Design Division

File: Yard 5 / San Bernardino Area

SUBJECT **CEQA REVIEW: GUARDRAIL REPLACEMENT AT VARIOUS LOCATIONS (LOCATIONS #2 CRESTLINE ROAD AND # 9 CAJON BLVD) (W.O.# H15156, TX1799)**

Project Description and Location

The San Bernardino County Public Works Department proposes replacing guardrails on Crestline Road and at various locations along Cajon Blvd. as shown on Attachment 2 - Location Maps.

The project at location 2) Crestline Road in Crestline, involves replacing approximately 110-feet of existing guardrail and Asphalt Concrete (AC) dike with new guardrail and AC dike. Location 9) improvements occur at approximately 11 locations along Cajon Boulevard generally between its intersections with Cleghorn Road near the Cajon Summit and Kenwood Avenue near the community of Devore Heights. Improvements generally involve installing new guardrail on either side of existing concrete bridge barriers, replacing existing guardrail, installing new end treatments and replacing AC dikes and incidental related improvements. Equipment planned for use on this project will include but is not limited to: Concrete Mixer, Backhoe, Auger, and Loader Truck.

No traffic detours or nighttime construction are planned at this time. No relocation of utilities is anticipated. Construction duration is anticipated for approximately 90-working days. San Bernardino County Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays. No construction will occur during these times.

Biological Resources Evaluation

San Bernardino County Environmental Management Division (EMD) Ecological Resources Specialists (ERS) conducted a review using aerial imagery and a review of California Natural Diversity Database (CNDDDB) for each of the locations. Because the project activities will occur in highly developed surroundings and limited unpaved habitat (roadway shoulders), it is unlikely

that these areas would support sensitive species. However, trees and shrubs located nearby could support various species of nesting birds.

Biological Resources Conditions

Because of the limited nature of the project activities and the disturbed nature of the project footprint, it has been determined that project-related activities will not directly impact any sensitive habitat and/or species. However, to further ensure no impacts to species, the following actions should be taken:

1. If work occurs during the nesting bird season (March 15 – August 15), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work.
2. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored.

Cultural Resources Evaluation

San Bernardino County Environmental Management Division (EMD) retained the professional services of CRM Tech to investigate the proposed project and provide EMD with the necessary information and analysis to determine whether the project would cause a substantial adverse change to any “historical resources,” as defined by CEQA, that may exist in or around the project area.

CRM Tech provided Historical/Archaeological Resources Survey Reports (reports) for both locations of the proposed project with report findings as follow:

- Location 2, Crestline Road - No historical resources were encountered in the Crestline investigation.
- Location 9, Cajon Blvd. – Historic features were identified within or adjacent to the project boundaries. All the features are historically parts of the U.S. Rout 66, which has been recorded elsewhere in San Bernardino County as Site 36-002910 (CA-SBR-2910H) and has been formally determined eligible for listing in the National Register of Historic Places. As such, Site 36-002910 (site), including the segment of Cajon Boulevard in the project area, is automatically listed in the California Register of Historical Resources and thereby qualifies as a “historical resource” for CEQA-compliance purposes. While the report did find that several of the features identified within or adjacent to the project area do contribute to the distinctive character and overall sense of history embodied in Route 66, none of the proposed improvements would substantially alter the historic features nor would the improvements compromise the historic integrity of the site.
- The reports included a response from the State of California Native American Heritage Commission (NAHC) Sacred Lands File request that indicates the presence of unspecified Native American cultural resource(s) in the general vicinity of the project Location 9, Cajon Blvd. and referred further inquiry to local Native American groups. In

response to the NAHC's recommendation that further inquiry to local Native American groups may be necessary, and in accordance with Assembly Bill 52 (AB 52) that lead agencies consider potential impacts to "tribal cultural resources" as part of the environmental review, San Bernardino County Environmental Management Division (EMD) staff contacted the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) and informed the tribe of the proposed project. YSMN requested that Cultural and Tribal conditions submitted below be included and observed in the event of incidental findings. EMD staff agree with the proposed conditions and will include these conditions in environmental documents and project contracts.

- Lastly, the report's findings for both locations concluded that No Impact on cultural resources was anticipated and no additional cultural resources investigation is recommended for the project unless construction plans undergo such changes as to include areas not covered by the study.

Cultural Resources Conditions

To ensure there are no impacts to historical or cultural resources, the following general conditions should be incorporated into project avoidance measures:

1. Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

Yuhaaviatam of San Manuel Nation Cultural Resources and Tribal Conditions

Cultural Resources Conditions

- CR-1 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

- CR-2 If significant pre-contact and/or historic-era cultural resources are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.
- CR-3 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Tribal Resources Conditions

- TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CR-1, of any pre-contact and/or historic-era cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant a cultural resource Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.
- TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

General Conditions

1. All work, including equipment staging, will remain on paved areas. No new work outside disturbed areas, existing rights-of-way, or temporary easements (i.e., existing shoulder-to-shoulder and/or curb-to-curb) will be performed without further environmental evaluations.
2. Material staging area shall be clearly delineated to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-way or temporary easements, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.
3. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other

form of protection, shall be placed under the vehicle to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) 387-7897, with any questions.

ENVIRONMENTAL DETERMINATION

In compliance with the California Environmental Quality Act (CEQA), Environmental Management Division staff has reviewed the proposed project.

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Class 1 (c) exemption is specific to "existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities." The project also qualifies for a Class 3 Categorical Exemption, "New Construction or Conversion of Small Structures" under Section 15303(d) "Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction."

It is our opinion that the proposed project meets the criteria for an exemption under Section 15301(c) and 15303(d) of the CEQA Guidelines. To complete the Categorical Exemption process, I recommend that a Notice of Exemption, together with the required fee, be filed with the Clerk of the Board of Supervisors of the County of San Bernardino. A Notice of Exemption to be filed is included with this IOM. Should you need further information or have any questions, please contact AJ Gerber, Planner at x78109, who coordinated this review.

AP:AJ:kc

Attachments:

- 1- Notice of Exemption
- 2- Vicinity/Location Map (Locations 2 and 9)

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: San Bernardino County
Department of Public Works
Environmental Management Division
825 E. Third Street, Room 123
San Bernardino, CA 92415-0835

Clerk of the Board of Supervisors
San Bernardino County
385 North Arrowhead Avenue, Second Floor
San Bernardino, CA 92415-0130

Project Description

Project Title: Guardrail Replacement at Various Locations (Locations #2 Crestline Road and #9 Cajon Blvd) (W.O.# H15156, Tx1799)

Project Location: Location 2) Crestline Road in the community of Crestline and Location 9) Cajon Blvd. generally between the intersection with Cleghorn Road near the Cajon Summit and Kenwood Avenue near the community of Devore Heights, in San Bernardino County. (See Attachment 2 – Location Maps)

Project Description: The San Bernardino County Public Works Department proposes replacing guardrails, installing new guardrails, replacing Asphalt Concrete dikes and other minor incidental improvements as needed. Project activities will be confined to asphalted roads and or disturbed road edges. Equipment planned for use on this project will included but is not limited to: Concrete Mixer, Backhoe, Auger, and Loader Truck. No traffic detours or nighttime construction are planned at this time. No relocation of utilities is anticipated. Construction duration is anticipated for approximately 90 working days.

Applicant

San Bernardino County Dept of Public Works

825 E. Third Street
Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

Representative

AJ Gerber

Name

Same as Applicant

Address

Anthony Pham, P.E.

Lead Agency Contact Person

(909) 387-8109

Same as Applicant

Phone

Exempt Status: (check one)

- Ministerial [Sec. 21080(B)(1); 15268];
 Declared Emergency [Sec. 21080(B)(3); 15269(a)];
 Emergency Project [Sec. 21080(B)(4); 15269(b)];
 Categorical Exemption. State type and section: Class 1 Categorical Exemption Section 15301(c) Existing Facilities and Class 3, 15303(d) New Construction or Conversion Of Small Structures

Statutory Exemptions. State code number: _____

Other Exemption: _____

Reasons why project is exempt: Section 15301(c) PRC: The proposed project consists of repair and maintenance of existing public streets. Also, Section 15303(d) PRC: The proposed project consists of street improvements.

Signature Anthony Pham, P.E.

Chief, Environmental Mgmt. Div.

Title

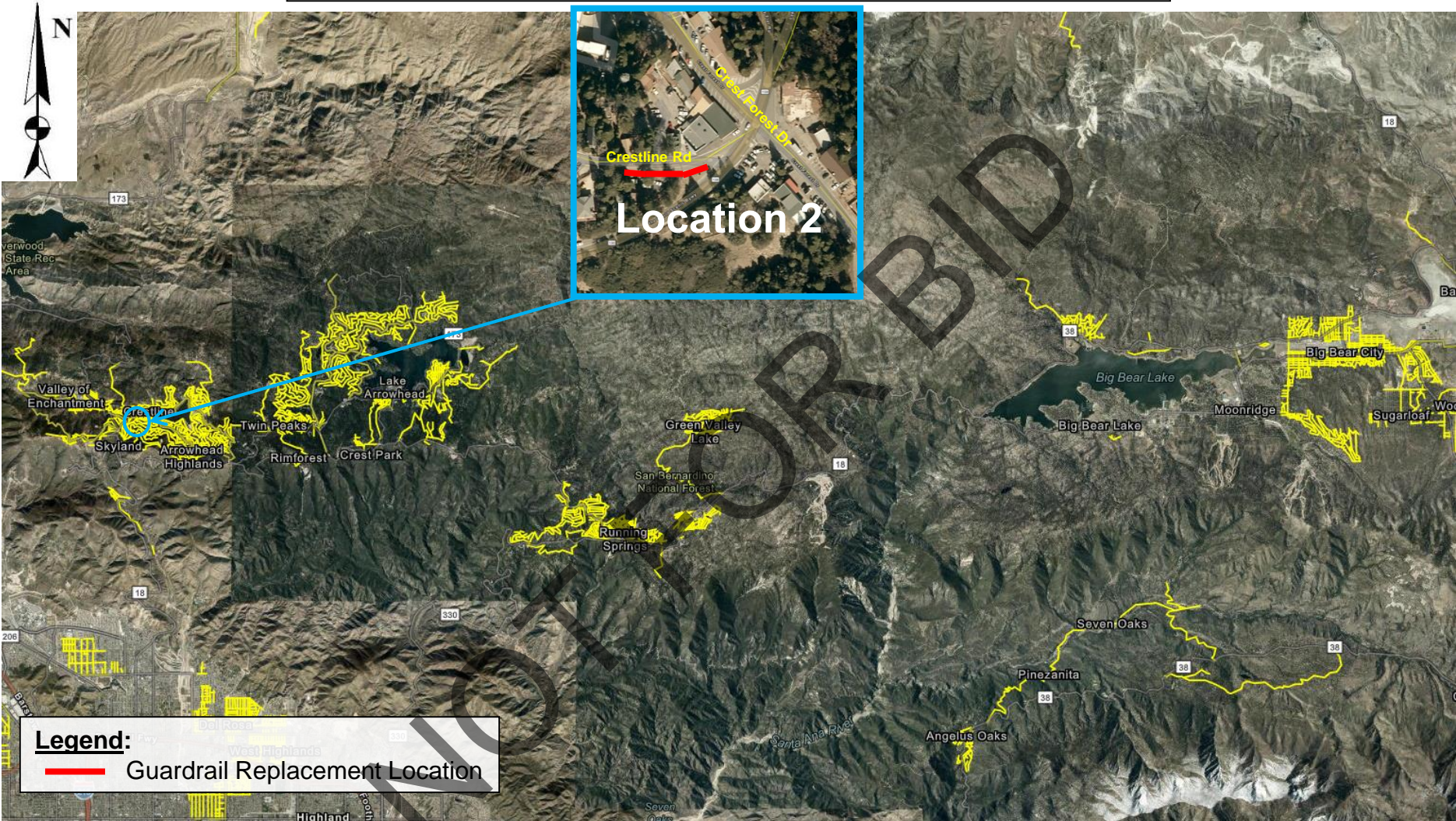
12/7/2022

Date

Signed by Lead Agency Signed by Applicant

Date received for filing at OPR: N/A

Crestline



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
DISTRICTS 2 & 3
YARDS 7, 8, & 9
WO H15156



LOCATION MAP
Crestline Road and Other Roads
Various Limits
Guardrail Replacement

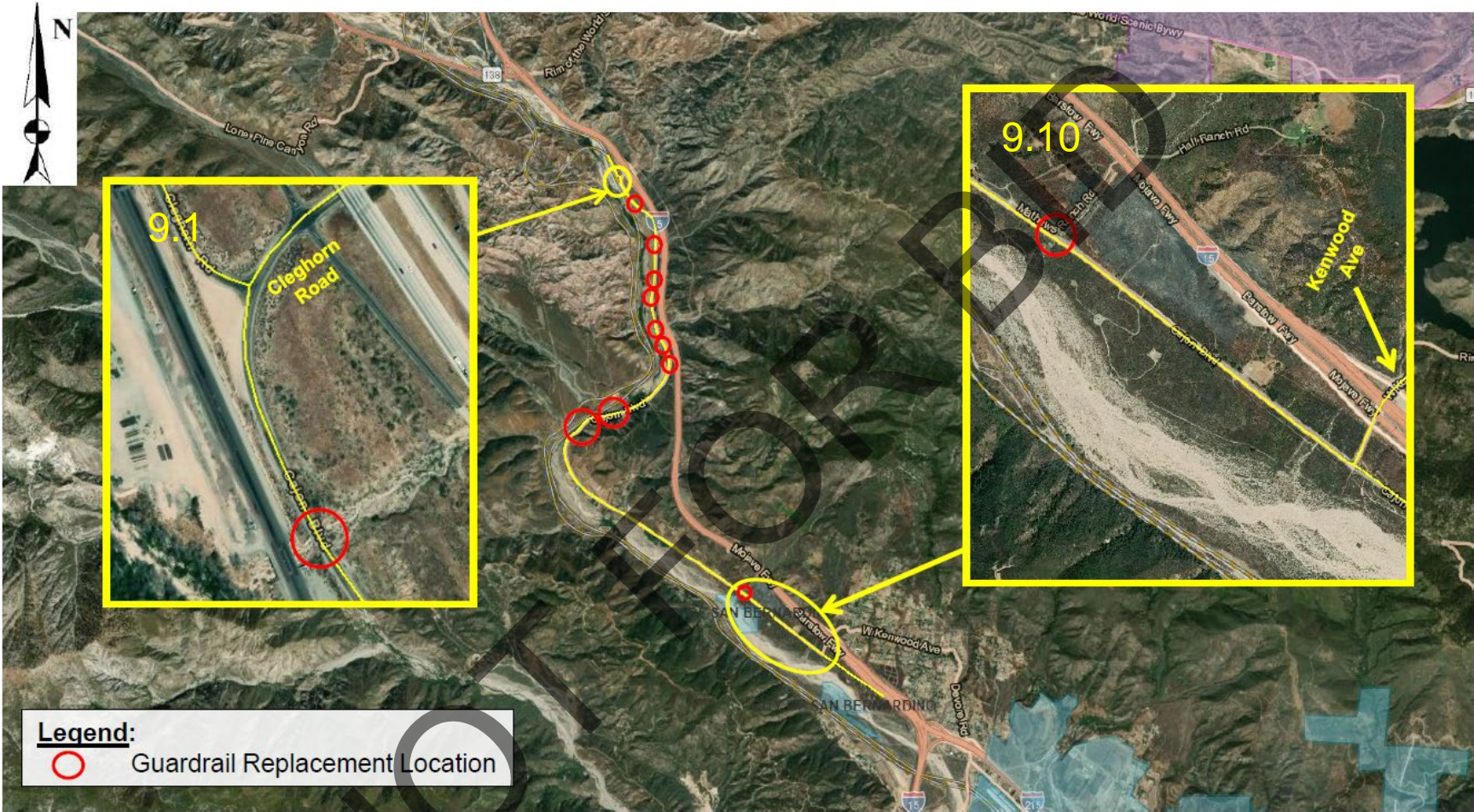


2) Crestline: Crestline Rd

Project Improvements: existing c-type guardrail and wood posts will be removed, along with the existing dike.

Project will construct an Alternative In-Line Terminal System on the west end along eastbound lane, continued by Midwest Guardrail System (MGS) using 8' steel posts and end anchor assembly (Type SFT). New Asphalt Concrete dike will be constructed, along with Vegetation Control to be placed where appropriate and permitted by existing features such as the retaining wall, utility pull boxes, fire hydrant, street lighting, and drainage facilities.

Devore Area



ATTACHMENT 2 – LOCATION MAP

COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
DISTRICTS 1 AND 2
YARD 3
WO TX1799



LOCATION MAP
CAJON BOULEVARD
1.1Mi N, KENWOOD AVE N/0.15Mi S, CLEGHORN RD
Guardrail Replacement

Location 9.1

~~5B11~~

Consider adding stand-alone MGS at all corners of this bridge



Location 9.10

~~5B12~~

Replace 312.5'
Existing MBGR with
new MGS and In-line
Terminal Systems

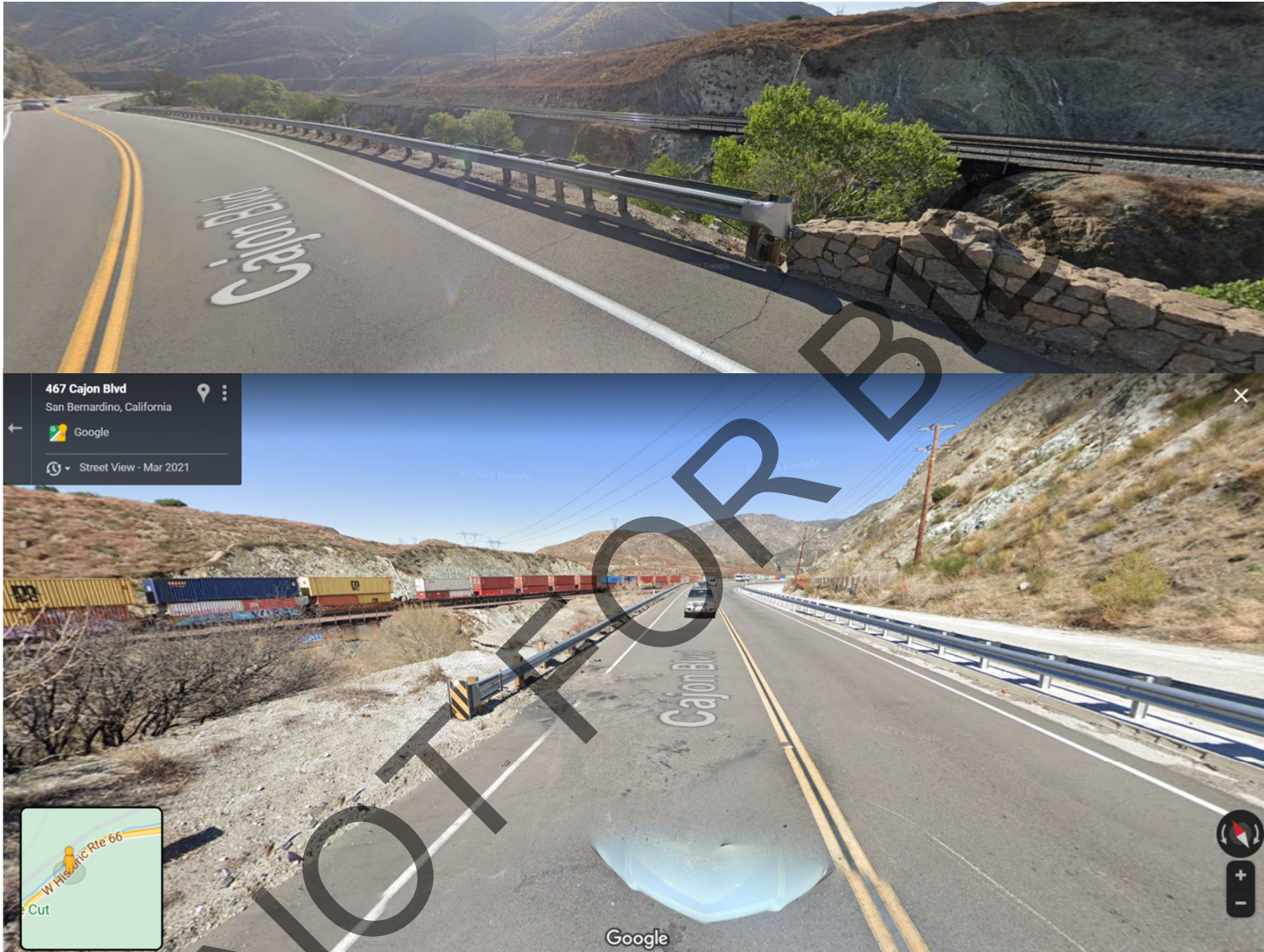
Replace 75' AC
DIKE with 2" Dike





9.1) Devore Area: Cajon Blvd_ Bridge

Project improvements: proposed Transition Railing (Type WB-31 Mod) will be installed at four ends of the existing bridge barriers. The Modified Transition Railing WB-31 is a standalone Midwest Guardrail System (MGS). There will be no connections to the existing bridge structure. Potholing is in the works to positively identify depths of field observed MCI utilities, consisting of four conduits (as seen on this image). Alternative In-Line Terminal System will be installed in advance of the Transition Railing (Type WB-31 Mod) at all four locations.



9.10) Devore Area: Cajon Blvd_ Replace MBGR with MGS

Project Improvements: remove existing metal beam guard railing (MBGR). Install an Alternative In-Line Terminal System (AITS) and Midwest Guardrail System (MGS) using 8' steel posts. At the masonry wall, construct a Modified Transition Railing Type WB-31. Transition Railing (Type WB-31 Mod) is a standalone MGS and does not connect/attach to the existing masonry wall. For the length of project improvements, replace existing dike and incorporate veg control.

Location 9.2

5B10

Remove 100' AC Dike
Install 75' HMA Dike
(Type C) and 25' HMA
Dike (Type F)

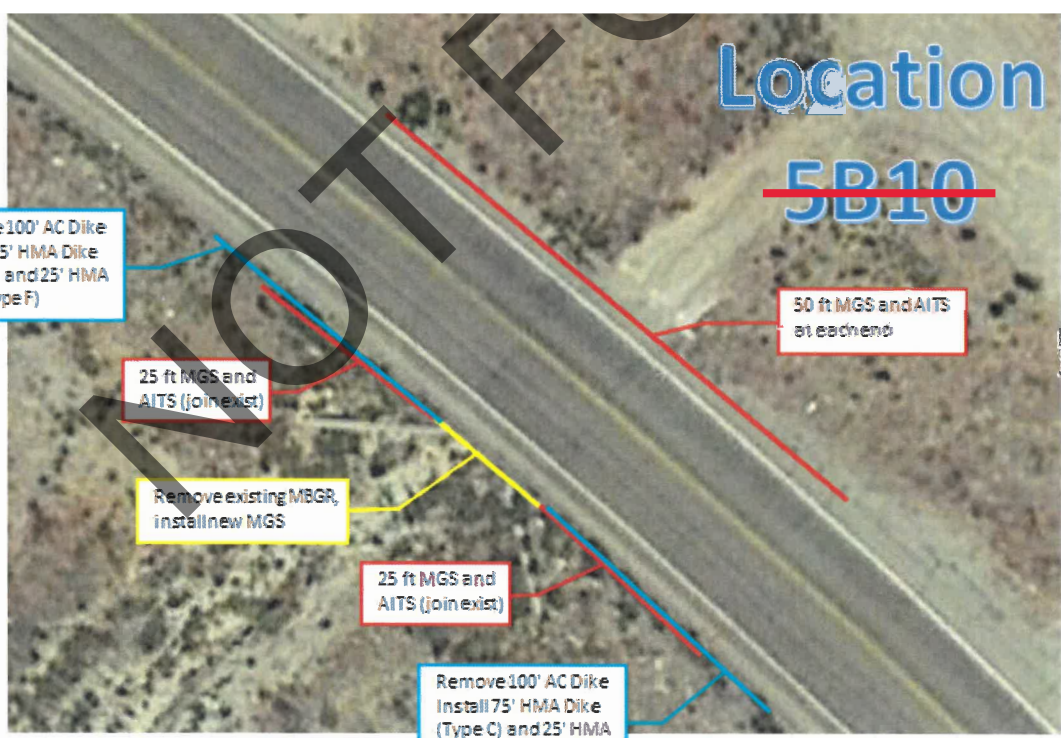
25 ft MGS and
AITS (join exist)

Remove existing MBGR,
install new MGS

25 ft MGS and
AITS (join exist)

Remove 100' AC Dike
Install 75' HMA Dike
(Type C) and 25' HMA
Dike (Type F)

50 ft MGS and AITS
at each end



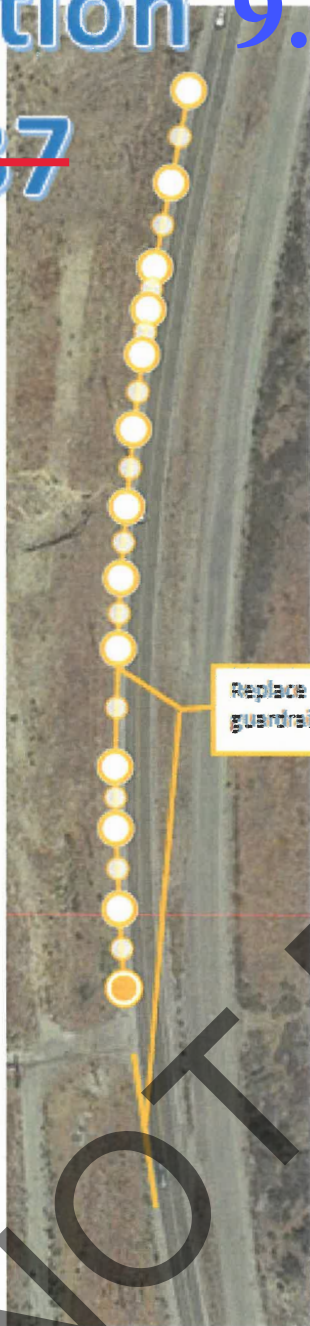


9.2) Devore Area: Cajon Blvd_ Culvert

Improvements: new MGS and AITS on the east side using skip post detail. Replace MBGR with MGS and add AITS on the west. Install steel posts at the headwall of the culvert.

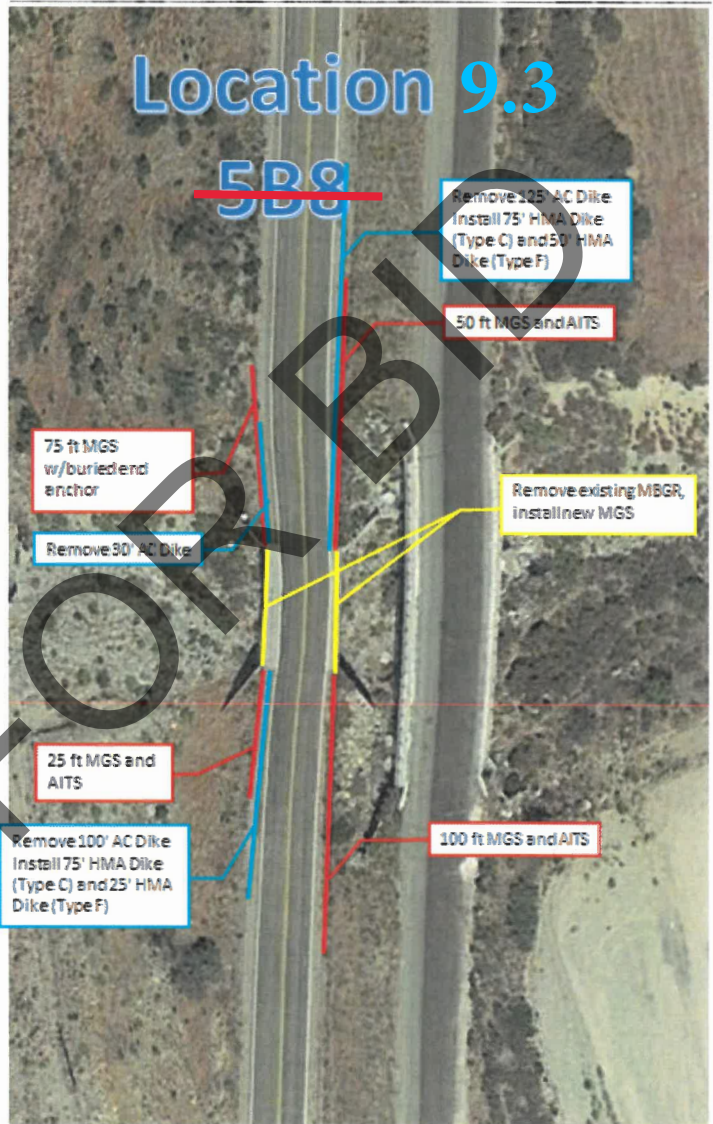
Location 9.4

~~5B7~~



Location 9.3

~~5B8~~



NOT FOR BIDDING



9.3) Devore Area: Cajon Blvd_ Culvert

Improvements: remove existing MBGR, install new MGS with steel posts at the headwalls of the culvert. Extend MGS limits and add AITS.
Replace dike and extend limits of new dike as needed.