

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
BRIDGE REPLACEMENTS ON NATIONAL TRAILS
HIGHWAY AT 10 BRIDGES
FROM EAST OF CRUCERO ROAD TO WEST OF MOUNTAIN
SPRINGS ROAD
WORK ORDER NO. H14910, H14912, H14917, H14918, H14915,
H14914, H14911, H14913, H14916, AND H14853
FEDERAL JOB NOS. BRLS-5954(142, 147, 149-156)
FILE NO. 706300 020/030**

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

1. California Department of Transportation (Caltrans) 2024 Standard Specifications, unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2024, 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***

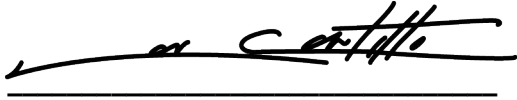
-- TRANSPORTATION --



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

BRIDGE REPLACEMENTS ON NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

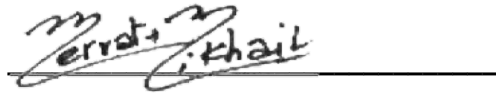
have been recommended for approval under the direction of the following:



1/22/2055

Noel Castillo, P.E.
Director of Public Works

Date:



1/16/2025

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

Date:



1/15/2025

Chris Nguyen, P.E.
Transportation Design Engineering Manager

Date:



1/15/2025

Anthony Pham, P.E.
Traffic Division Engineering Manager

Date:

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



12/20/24

Gabriela Morales, P.E.
Bridge Project Engineer

Date:



12/20/24

Matt Atkinson, P.E.
Roadway Project 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., XXXXDAY, XXX XX, 20XX

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/bso/>. 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:

BRIDGE REPLACEMENTS ON NATIONAL TRAILS HIGHWAY AT 10 BRIDGES FROM EAST OF CRUCERO ROAD TO WEST OF MOUNTAIN SPRINGS ROAD

LENGTH: 29.4 MILES

**WORK ORDER: H14910, H14912, H14917, H14918, H14915, H14914, H14911, H14913, H14916, AND H14853
ROAD NO. 586600-120, 586600-110, AND 586600-100**

The project removes and replaces 10 bridges along the National Trails Highway. The bridges are concrete slab bridges supported on diaphragm abutments on both spread footings and piles. Some bridges include piers in the channel. The road approaches are being rebuilt and includes MHS and drainage. Temporary shooflies are needed during construction.

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

SPECIAL NOTICE

The contract is funded in whole or in part with federal funds administered by the California Department of Transportation (Caltrans). As a result, please note the state and federal requirements identified in these Special Provisions and in the Contract (with attachments).

Attention is directed to the Special Provisions regarding the San Bernardino County Equal Employment Opportunity Program, Emerging Small Business Enterprise (ESBE) Program, and the disadvantaged business enterprises (DBE) requirements.

San Bernardino County affirms that, in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation. This project and the resulting contract have a DBE goal of Twenty-two Percent (22.0%) participation. Bidders must meet the DBE goal or make adequate good faith efforts to meet the DBE goal, as detailed in Section 2-1.02, "Disadvantaged Business Enterprise" of the Special Provisions. The County may consider the DBE commitments of the 2nd and 3rd low bidders when determining whether or not the apparent low bidder made adequate good faith efforts to meet the DBE goal.

For the Federal training program, the number of trainees or apprentices is 15.

San Bernardino County is implementing contract requirements for submittal of the Data Universal Numbering System (D-U-N-S) Number form. Refer to section 3 of these Special Provisions.

A non-mandatory pre-bid meeting is scheduled for : **10:00 A.M., XXXDAY, XXXX XX, 20XX**

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 2024 Standard Specifications, including the Caltrans 2024 Revised Standard Specifications, unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2024, 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://lepro.sbcounty.gov/bs>

QUESTIONS: Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **4:00 P.M. on XXXday, XXXX XX, 20XX.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract

entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE:

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

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

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

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

CARGO PREFERENCE ACT: This project is subject to the Cargo Preference Act requirements.

The Contractor agrees-

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

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

CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS

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

diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

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

No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a bid, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and any successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

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

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

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

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

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

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

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



By:

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

DATE:

XXXXXXXXXXXXXX

NOT FOR BID

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. When applicable, revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20E	Traffic Lines - Typical Details for Contrast Striping

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS AND TRANSITION TO METAL BEAM GUARDRAIL

A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
A77L4	Midwest Guardrail System - Transition to Metal Beam Guardrail
A77M1	Midwest Guardrail System - Standard Hardware
A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
A77N2	Midwest Guardrail System - Steel Post and Block Details
A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

MINOR CONCRETE VEGETATION CONTROL - GUARDRAIL SYSTEM

A77N5	Minor Concrete Vegetation Control - Guardrail System
A77N5A	Minor Concrete Vegetation Control - Guardrail System - Narrow Vegetation Control Installation
A77N6	Minor Concrete Vegetation Control - Guardrail System - For Terminal System End Treatments

A77N7	Minor Concrete Vegetation Control - Guardrail System - At Structure Approach
	MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES
A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
	MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY
A77S1	Midwest Guardrail System - End Anchor Assembly (Type SFT - M)
A77S2	Midwest Guardrail System - Rail Tensioning Assembly
A77S3	Metal Railing Anchor Cable and Anchor Plate Details
	FENCES
A84A	Temporary Desert Tortoise Fence
A84B	Desert Tortoise Fence
	CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING
A87B	Hot Mix Asphalt Dikes
	PAVEMENTS
P74	Pavement Edge Treatments
P75	Pavement Edge Treatments - Overlays
P76	Pavement Edge Treatments - New Construction
	PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS
D87D	Overside Drains
	CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS
D88	Construction Loads on Culverts
	LANDSCAPE AND EROSION CONTROL
H1	Landscape and Erosion Control Symbols
H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1A1	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)
T3E	Temporary Barrier System (Cross Bolt)
	TEMPORARY TRAFFIC CONTROL SYSTEMS
T9	Traffic Control System Tables for Lane and Ramp Closures
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
T13A	Traffic Control System Two Lane Conventional Highways
T18	Traffic Control System - Construction Work Zone Speed Limit Reduction on Freeways and Expressways
T19	Traffic Control System - Construction Work Zone Speed Limit Reduction on Conventional Highways
T20	Traffic Control System - Construction Work Zone Speed Limit Reduction Details
T21	Traffic Control System - Construction Work Zone Speed Limit Reduction Twenty-Four Hours a Day 7 Days a Week (24/7)
T22	Traffic Control System for Construction Work Zone Speed Limit Reduction on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T65	Temporary Water Pollution Control Details (Temporary High-Visibility Fence)
T66	Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)
T67	Temporary Water Pollution Control Details (Temporary Construction Roadway)

BRIDGE DETAILS

B0-1	Bridge Details
B0-3	Bridge Details
B0-13	Bridge Details

STRUCTURE APPROACH

B9-6	Structure Approach - Drainage Details
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CONCRETE BARRIERS

B11-83	Concrete Barrier Type 85 Details No. 1
B11-83A	Concrete Barrier Type 85 Details No. 2
B11-84	Concrete Barrier Type 85 Details No. 3
B11-85	Concrete Barrier Type 85 Details No. 4
B11-86	Concrete Barrier Type 85 Details No. 5
B11-87	Concrete Barrier Type 85 Details No. 6

ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4
RS5	Roadside Sign-PSST Post-Typical Installation Details No. 1
RS6	Roadside Sign-PSST Post-Typical Installation Details No. 2

OVERHEAD AND ROADSIDE SIGNS PANELS

S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape
S95	Roadside Single Sheet Aluminum Signs, Diamond Shape

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *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* for any other reference to a paragraph of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Bid Items and Applicable Sections

Item code	Item description	Applicable section
130005A	Water Pollution Control Work	13
650516A	Temporary 24" Reinforced Concrete Pipe (Class V)	65
650520A	Temporary 30" Reinforced Concrete Pipe (Class V)	65
650524A	Temporary 36" Reinforced Concrete Pipe (Class V)	65
650528A	Temporary 42" Reinforced Concrete Pipe (Class V)	65
729013A	Gravel Filter (Type A)	72
729014A	Gravel Filter (Type B)	72
729015A	Gravel Filter (Type C)	72
729016A	Gravel Filter (Type D)	72
782200A	Pulverize	78
839713A	Concrete Barrier (Type 85 Mod)	83

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) The Caltrans 2024 Standard Specifications.
- 2) The Caltrans 2024 Standard Plans.
- 3) Project Plans and these Special Provisions.
- 4) The Contract.
- 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, "DEFINITIONS":

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

1. Department – San Bernardino County.
2. Office Engineer, Engineer or Director -- The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General -- The San Bernardino County Board of Supervisors.
4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State – San Bernardino County.
8. Awarding Authority - Means the authorized body or officer that awarded the public works contract.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
11. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.

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

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

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

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

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

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

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

24. Holiday – Holidays shown in the following

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus 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.

AA

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.

The construction on the 10 Bridges is one contract.

Delete section 2-1.04, "PREBID OUTREACH MEETING"

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

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Cross Sections
Available as specified in the <i>Standard Specifications</i>	Foundation Report
Included with the project plans	Log of Test Borings

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

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

2-1.06A General

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

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

2-1.06B Supplemental Project Information

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

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

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

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

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

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

2-1.10 SUBCONTRACTOR LIST

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

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

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

Add the following paragraphs to section 2-1.12A, "General,"

The Department has established the following goal for the Disadvantaged Business Enterprise (DBE) participation for this project:

DBE GOAL: 19 Percent (19%)

This project is subject to Title 49, CFR Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the County requires the

participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with Federal Funds. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor, sub recipient, or subcontractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work, and should take all necessary and reasonable steps for this assurance. Additionally, the Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Bidders shall be fully informed in respect to the requirements of the DBE Program, and as such, the DBE Program requirements are incorporated herein by this reference. Attention is directed to 49 CFR 26, which is included in its entirety as an attachment to these Special Provisions (Yellow Pages). **Bidders are responsible for reviewing 49 CFR 26 in its entirety. Good faith effort submittals will be evaluated for adequacy based on the requirements stipulated in 49 CFR 26 and the guidelines listed in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), as well as what is stated in these Special Provisions. Attention is further directed to the following matters:**

A. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company; bidders should keep this in mind when considering whether or not to make work available to DBEs.

C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest;

D. Count expenditures to a DBE prime or subcontractor toward DBE goals only if the DBE is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (c).

E. Count expenditures to a DBE trucking company towards DBE goals only if the trucking company is performing a commercially useful function as defined in 49 CFR 26.55, paragraph (d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

F. Count expenditures to a DBE vendor of materials or supplies towards DBE goals only if the vendor meets the criteria listed in 49 CFR 26.55, paragraph (e).

G. It is your responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, you are responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification at 1-916-324-1700 for assistance.

H. If you do not have Internet access, please contact Caltrans Office of Civil Rights at 1- 916-324-1700 and/or email address DBE.Certification@dot.ca.gov, 1823 14th Street, Sacramento, CA 95811.

DBE Commitment Submittal

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contract), Exhibit 15-G" form (from Chapter 15 of the Caltrans Local Assistance Procedures Manual) included in the Bid Proposal Package. If this form is not submitted with the bid, remove the form from the Bid proposal before submitting your bid.

If Exhibit 15-G is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit Exhibit 15-G to the County. Exhibit 15-G must be received by the County no later than 4:00 p.m. on the 5th calendar day after the bid opening.

Other bidders are not required to submit Exhibit 15-G unless the County requests it. If the County requests you to submit Exhibit 15-G, you must submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with Exhibit 15-G. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the County encourages bidders to submit a copy of the joint venture agreement.

If you do not submit Exhibit 15-G within the specified time, the County finds your bid nonresponsive.

Good Faith Efforts Submittal:

If you have not met the DBE goal, you are required to complete and submit a good faith effort submittal, in accordance with 49 CFR 26, the attached Exhibit 15-H form ("DBE Information - Good Faith Efforts", from Chapter 15 of the Caltrans Local Assistance Procedures Manual) and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), with the bid showing that you made adequate good faith efforts to meet the goal. This documentation is included in the Bid Proposal Package. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than **4:00 p.m. on the 5th calendar day after bid opening.**

If Exhibit 15-G shows that you have met the DBE goal, or if you are required to submit Exhibit 15-G, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met. **ANY BIDDER THAT SUBMITS ONLY A COMPLETED EXHIBIT 15-G, WITHOUT ALSO SUBMITTING GOOD FAITH EFFORTS DOCUMENTATION WITHIN THE SPECIFIED TIME FRAME, WILL BE CONSIDERED TO BE NON-RESPONSIVE. This is regardless of whether or not Exhibit 15-G states that the DBE goal has been met.**

Good faith efforts documentation must include the following information, as listed in Exhibit 15- H, and supporting documentation, as necessary:

A. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

B. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

C. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

D. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

E. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

F. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

G. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

Good faith effort submittals will be evaluated for adequacy based on what is listed above and the requirements stipulated in 49 CFR 26, as well as the guidance provided in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts. Both 49 CFR 26 and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts are included in the Yellow Pages attachment to these Special Provisions. **Failure to include supporting documentation of the good faith effort, in accordance with what is stated above, will result in a finding that the Good Faith Effort was not adequate. The County may consider the DBE commitments of the 2nd and 3rd low bidders when determining whether the apparent low bidder made adequate good faith efforts to meet the DBE goal.**

NON-RESPONSIVENESS OF BID OR PROPOSAL

WHEN APPLICABLE, BIDDERS FAILING TO MEET THE GOALS OR MAKE ADEQUATE GOOD FAITH EFFORTS WILL BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD. AFTER REVIEW OF THE FACTS RESULTING IN A RECOMMENDATION TO REJECT A BIDDER AS NON-RESPONSIVE PURSUANT TO THIS PROVISION, THE DEPARTMENT DBE PROGRAM COORDINATOR SHALL PROVIDE WRITTEN DETERMINATION OF BIDDER'S NON-RESPONSIVENESS. ANY PROTEST OR APPEAL REGARDING THIS DECISION SHALL BE MADE IN ACCORDANCE WITH THE SUBPARAGRAPH ENTITLED "ADMINISTRATIVE RECONSIDERATION" OF THIS SECTION.

FALSE CLAIMS OR REPRESENTATIONS

Bidders making misrepresentations, false claims, intentionally making an untrue statement or violating any policy or regulation of County DBE Program criteria, shall not be allowed to bid or make proposal on any future County contracts for a period of two (2) years and shall be taken off the County's bidder's list.

SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the Bidder's List of Subcontractors (Exhibit 12-B, from Chapter 12 of the Caltrans Local Assistance Procedures Manual) and Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) forms, unless you receive authorization for a substitution.

The County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work.

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
3. Date of payment and total amount paid to each business.

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work. Before the 15th of each month, submit a Monthly DBE Trucking Verification form CEM-2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual). If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a DBE Certification Status Change, Exhibit 17-O, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit the form within 30 days of contract acceptance. Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit it within 90 days of contract acceptance. The County will withhold \$10,000 until the form is submitted. The County releases the withheld amount upon submission of the completed form.

DBE RECORDS AND CONTRACT AUDITS

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

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors", Form CEM 2402F, Exhibit 17-F, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory Exhibit 17-F is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification", Form CEM 2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual), provided to the Contractor by the County's Contract Manager.

ADMINISTRATIVE RECONSIDERATION

All protests regarding determination of non-responsiveness and/or bid rejections shall be first reviewed by the Department DBE Program Coordinator. If that individual affirms the determination and/or rejection, and the DBE Liaison Officer (Division Chief, Contracts Division), as well as the Reconsideration Official concurs with the determination and/or rejection, an appeal may be made to the County Board.

Within 10 days of being informed by the San Bernardino County that the bid is not responsive because it has not sufficiently documented adequate good faith efforts in attempting to achieve the DBE goal, a bidder may request an administrative reconsideration. This request should be made in writing to the Reconsideration Official or.

Darren Meeka, P.E., Reconsideration Official
San Bernardino County Department of Public Works
825 E. Third Street Room 101
San Bernardino, CA 92415-0835
Telephone: (909) 387-7906

DBE CERTIFICATION

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" form, Form CEM 2403(F) (Exhibit 17-O, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), indicating the DBEs' existing certification status, shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

Additional DBE Requirements:

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Contractor shall:

- A. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.
- B. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.
- C. Meet the DBE goal shown elsewhere in these special provisions or demonstrate that Contractor made adequate good faith efforts to meet this goal.

It is Contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer." Contractor receives credit towards the goal if Contractor employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

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":

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 <https://vendor.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 County of San Bernardino.

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

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

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

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

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

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

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

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

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

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

2-1.47 BID RELIEF

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

3 CONTRACT AWARD AND EXECUTION

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

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

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

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

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

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from

this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner. As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier

subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

3-1.04 CONTRACT AWARD

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Provide individual bids for all 10 bridge locations. The lowest responsible bidder is based on the combined bid for all 10 bridge locations. 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.

Add to the first paragraph of section 3-1.06:

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

3-1.18 CONTRACT EXECUTION

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

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

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

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

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

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

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

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

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

3-1.21 CONFLICT OF INTEREST

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

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

3-1.22 FORMER COUNTY OFFICIALS

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

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

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

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

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

TITLE VI ASSURANCES

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

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this section as the Regulations), which are herein incorporated by reference and made a part of this agreement.

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

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

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

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the

State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

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

3-1.24 REFERENCE CHECKS

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

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

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

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

Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

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

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

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 removing the existing bridges, constructing new bridges, grading the channel, installing rock slope protection, asphalt paving; installing MGS; striping and signage 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, if warranted this will be paid through supplemental work.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

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

c. Significant Changes in the Character of Work

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall SP - 26 apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

Delete section 4-1.07, "VALUE ENGINEERING."

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5 CONTROL OF WORK

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

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

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

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

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

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

5-1.12 ASSIGNMENT

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

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

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

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

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

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

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

Replace "authorization" with "written consent" in section 5-1.13B(2).

Replace the 4th and 5th paragraphs of section 5-1.13B(2) with:

Unless written consent is provided, you are not entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the County:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The County determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, you must use the following procedures:

1. Send a written notice to the DBE of your intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the County. The written notice to the DBE must request they provide any response within five (5) business days to both you and the County by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, you may move forward with the request as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter and include:
 - a. One or more above listed justifiable reasons along with supporting documentation.
 - b. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice
 - c. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The County will respond in writing to your DBE termination request within 5 business days

After receiving the written authorization of DBE termination request, you must obtain written agreement for DBE replacement. You must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the County which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - i. Quote for bid item work and description of work to be performed
 - ii. Proposed subcontract agreement and written confirmation of agreement to

perform on the Contract

iii. Revised Subcontracting Request form

iv. Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If you have not identified a DBE replacement firm, submit documentation of your GFEs to use DBE replacement firms within 7 days of County's authorization to terminate the DBE. You may request the County's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - a. Search results of certified DBEs available to perform the original DBE work identified and/or other work you had intended to self-perform, to the extent needed to meet the DBE commitment
 - b. Solicitations of DBEs for performance of work identified
 - c. Correspondence with interested DBEs that may have included contract details and requirements
 - d. Negotiation efforts with DBEs that reflect why an agreement was not reached
 - e. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - f. Copies of each DBE's and non-DBE's price quotes for work identified, as the County may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - g. Additional documentation that supports the GFE

The County will respond in writing to the your DBE replacement request within five (5) business days. You must submit a revised Subcontracting Request form if the replacement plan is authorized by the County.

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

You must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

You must provide written notification to the Contractor at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, you must submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

1. Subcontract agreement with the DBE
2. Purchase orders

3. Bills of lading
4. Invoices
5. Proof of payment

You must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. You must submit to the County these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

You must notify the County immediately if you believe the DBE may not be performing a CUF.

The County will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional County evaluations. The County will evaluate DBEs and their CUF performance throughout the duration of a Contract. The County will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. You and the DBE must participate in the evaluation. Upon completing the evaluation, the County will share the evaluation results with you and DBE. An evaluation could include items that must be remedied upon receipt. If the County determines the DBE is not performing a CUF you must suspend performance of the noncompliant work.

You and DBEs must submit any additional CUF related records and documents within five (5) business days of County's request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If you and/or the County determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The County may deny payment for the noncompliant portion of the work. The County will ask you to submit a corrective action plan (CAP) to the County within five (5) days of the noncompliant CUF determination. The CAP must identify how you will correct the noncompliance findings for the remaining portion of the DBE's work. The County has five (5) days to review the CAP in conjunction with your review. You must implement the CAP within five (5) days of the County's approval. The County will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then you may have good cause to request termination of the DBE.

Replace the 1st paragraph of section 5-1.13B(3) with:

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

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

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

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay duly authorized motor carriers of property in dump trucks for transportation charges under Bus & Prof Code § 7108.6. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information to the County:

1. Subcontractor's or entity's business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith. Submit requested documents within 10 days of receipt of request.

The Department may withhold the same amount of your withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith
2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

The County will make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from you on a construction contract. If the County fails to pay promptly, the County will pay interest to you, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the County will act in accordance with both of the following:

1. The County will review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The County will return any payment request deemed improper by the County to you as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph must include documentation setting forth in writing the reasons why it is an improper payment request.

No retainage will be held by the County from progress payments due to the prime contractor. Any

retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), you must now submit Exhibit 9-P to the County. If you do not make any payments to subcontractors, supplier(s) and/or manufacturers you must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

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

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

CDFW personnel may enter the project site at any time to verify compliance with the Agreement (if applicable)

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

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

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

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

High Risk Facility Notification:

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: underground electric supply system conductors or cables, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

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

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: underground electric supply system conductors or cables, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

AGENCY	CONTACT	ADDRESS/ PHONE/CELL
Level 3 Communications / Lumen	Bryan D. Church Lead Network Implementation Engineer	bryan.church@lumen.com Lumen / CenturyLink / Level3 / TW Telecom 1550 Marlborough Ave Riverside, CA 92507 Cell Phone: 951-203-4415

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

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

1. During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer. (See "Reset Roadside Signs" elsewhere in these Special Provisions).
2. Existing guideposts (paddles) that interfere with construction shall be removed and disposed of.
3. Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.
4. Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while working in the road shoulder areas.

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 not anticipated work within the scope of the project.

Replace section 5-1.36C(2) with:

5-1.36C(2) Nonhighway Facility Protection

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

The utility owner will relocate a utility shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation

Utility	Location	Date
Underground Fiber Optic Line	North of the westbound edge of pavement	8/30/2025

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

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

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

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

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

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

5-1.43G Civil Action

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

San Bernardino County

Risk Management Division

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

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

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

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

AA

6 CONTROL OF MATERIALS

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

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

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

The following construction materials must be produced in the United States under standards in 2 CFR 184.6:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials
3. Glass
4. Fiber optic cable including drop cable
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to compliance with its 2 CFR 184.6 standard.

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Not Used

6-1.04B Crumb Rubber (Pub Res Code §42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

Replace section 6-1.06 with:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A Summary

For projects with a total bid over \$1 million and 175 or more original working days, the materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar ^a	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel ^b	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction." For hot-rolled, plate or hollow products.
Flat glass ^c	Section 99, "Building Construction"
Mineral wool board insulation ^d	Section 99, "Building Construction"

^aFor each mill providing 20,000 pounds or more on the project

^bFor each mill providing 5,000 pounds or more on the project

^cFor each manufacturer providing 2,000 square feet or more on the project

^dFor each manufacturer providing 4,000 square feet or more on the project

An informal-bid contract is not subject to Buy Clean California Act requirements.

For carbon steel rebar material subject to Buy Clean California Act, the source mill must be on the Authorized Material List for Buy Clean California Act compliant steel mills. Identify source mills on Notice of Materials to be Used form submittals.

For structural steel, flat glass, and mineral wool board insulation subject to Buy Clean California Act, submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal has been authorized. The maximum acceptable global warming potential for each category of material or product is published on the Department of General Services website at:

<https://www.dgs.ca.gov/>

For product category rules for structural steel, flat glass, or mineral wool board insulation, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration for structural steel, flat glass, or mineral wool board is not required for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

Upon each jobsite shipment receipt of materials or products subject to these Buy Clean California Act requirements, report the represented quantity information using the Department's Data Interchange for Materials Engineering.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, milling, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C Submittals

You must register on the Department's Data Interchange for Materials Engineering at least 15 days before submitting either of the following:

1. Represented quantity information for materials or products subject to Buy Clean California Act
2. Environmental product declarations for structural steel, flat glass, or mineral wool board insulation

Follow the registration process at:

<https://dime.dot.ca.gov/>

insulation to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer.

Submit certified mill test reports upon delivery of carbon steel rebar and structural steel materials to the project documenting their compliance. Do not incorporate these materials and products into the work until compliant documentation has been provided to the Engineer.

For each material or product subject to Buy Clean California Act requirements, complete the represented quantity information on the Department's Data Interchange for Materials Engineering within 5 business days of shipment receipt at the project site.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for structural steel, flat glass, or mineral wool board insulation. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for structural steel, flat glass, or mineral wool board insulation cannot be achieved, an environmental product declaration will not be required for that material or product.

6-1.06D Quality Assurance

Not Used

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

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

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

6-2.01C 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 – 128012

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000
Swarco Industries "Director"
3M Stamark Brand Pliant Polymer Grade Series 5730

3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable construction grade striping and pavement marking tape:

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

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)

Safe-Hit with 15" soil anchor (SHA5-15C-GL)

Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)

Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D The Line Connection "Dura-Post"

Repo, Models 300 and 400

Safe-Hit Guide Post with glue down base (SH236SMA)

TRAFFIC CONES

Highway Safety Products 28"

Radiator Specialty Company 28"

Roadmarker Company "Stacker" 42"

Bent Manufacturing Co., "T-Top" 42"

TYPE "K" OBJECT MARKER (18")

Carsonite Models SMD 615 and SMD 615-A

Repo, Models 300 and 400

Safe-Hit Model SH718SMA

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

Carsonite, Super Duck II

The Line Connection, "Dura-Post"

Repo, Models 300 and 400

Safe-Hit

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

All West Plastics "Flexi-Guide 235"

Duraflex Corp. "Flexi 2020"

Davidson Portable Concrete Barrier Marker (PCBM-12)

Reflexite Barrier Mount Delineator (Mod. 661-662)

Non-impactable Type

Astro-Optics JD Series

Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

Carsonite Guardrail Delineator Post (CFGR 427)

Safe-Hit 27-inch Guardrail Delineator

All West Plastics "Flexi-Guide" 327

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

3M High Intensity

Reflexite PC 1000 (Metalized Polycarbonate)

Reflexite AP-1000 (Metalized Polyester)

Seibulite ULG (Ultralite Grade)

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

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

Guide Signs:

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

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

SP-40

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED

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

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.

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

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

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

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

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

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. Additionally, all policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the City of San Bernardino and City of Redlands, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

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

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

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

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

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire

without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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

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

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

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

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

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

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

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

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

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

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

Replace the 1st item of 17th paragraph of section 7-1.11D with:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA

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8 PROSECUTION AND PROGRESS

Replace section 8-1.02, “SCHEDULE” with:

8-1.02 PROGRESS SCHEDULE

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

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

Replace 1st paragraph of section 8-1.03, “PRECONSTRUCTION CONFERENCE,” with

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

Replace 8-1.04A, “General,” with:

8-1.04A General

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

Prior to construction, the following submittals are required:

1. Baseline progress schedule – to be provided at least **5 working days** prior to construction
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Fire Safety Plan
4. Notice to Residents, in English and Spanish
5. Notice of Materials to be Used
6. Subcontracting Request
7. Staging Area
8. Storm Water Pollution Prevention Plan (SWPPP)
9. All required environmental submittals
10. Traffic Control Plan.
11. Valid proof of approved permits, including Encroachment permit from the County
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. Quality Control Plan
16. Any other pre-construction submittals deemed necessary by the Engineer.

Replace 8-1.04B, “Standard Start,” with:

8-1.04B Standard Start

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

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

THREE HUNDRED TWENTY (320) 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:

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

The Contractor shall pay the County the sum as shown in the table below:

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

Replace Section 9-1.02D with:

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

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and nonDBE subcontractors.

Replace section 9-1.07 with

9-1.07 RESERVED

Add the following paragraphs to section 9-1.16A

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

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

20104.50.

- (a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
- (e) For purposes of this article:
 - (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
 - (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- (f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

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

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

Add the following paragraph to section 9-1.16C.

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

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

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

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

Replace section 9-1.16F with

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

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

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

Replace 9-1.17D(1) with

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

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

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

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

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

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

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

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

9-1.17D(2)(a) RESERVED

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

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

Replace section 9-1.22 with

9-1.22 CIVIL ACTION

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

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace "Reserved" in section 10-1.02A with:

First Order of Work: You must obtain encroachment permit(s) from San Bernadino County. Once the permit has been obtained from San Bernadino County, you must then set up portable changeable message signs (PCMS) at the locations shown in the plans or specified in these Special Provisions and as designated by the Engineer. You must install 2 signs two (2) weeks before the start of construction or as directed by the Engineer.

Second Order of Work: - You must contact the County Surveyors to request survey for horizontal and vertical control staking of the centerline of the roadway at least two (2) weeks before the start of construction.

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

1. Survey stakes will be provided at 50' maximum increments along tangent segments and at 12.5' to 25' maximum increments along horizontal curves, and 25' maximum increments along grade breaks.
2. Additional stakes may be provided at existing edge of pavement returns and other areas as requested by you, subject to the approval of the Engineer.
3. Stakes and marks set by the Engineer must be carefully preserved by you. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the Engineer's earliest

convenience. You will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by your operations. This charge will be deducted from any moneys due or to become due you.

Maintain the shooflies during construction. Repair and rebuild any damage caused by storms.

Third Order of Work: – Before the start of construction, you must coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per section 14 and to coordinate environmental surveys. If approved staging area is outside of existing road right-of-way, you must be required to submit construction staging agreement with property owner to the Engineer.

Add to the end of section 10-5:

This work consists 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.

You are responsible for meeting and complying 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 providing all required personnel and signage, you are 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. You must also submit your proposed program and sign detail to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the Engineer before the start of construction.

Should the County be fined due to your failure to complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due you.

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

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

Replace section 12-1.04 with:

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in sections 7-1.03 and 7-1.04, and elsewhere in these Special Provisions, will be borne solely by you.

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

Replace section 12-3.01D with:

The payment for all temporary traffic control devices, necessary for traffic control plan, listed in section 12-3 is considered included in the payment for traffic control system, unless stated otherwise.

Delete the 3rd paragraph of section 12-3.11B(2)

Replace section 12-3.11C(2) with:

Install stationary-mounted signs as described as described in County Standard Plans 303(a) and 303(b) except:

1. Back braces and blocks for sign panels are not required for signs 48 inches or smaller in width and diamond-shaped signs 48 by 48 inches or smaller.
2. Bottom of the sign panel must be at least 7 feet above the edge of the traveled way.
3. You may install a construction area sign on an above-ground, temporary platform sign support or other support if authorized.

The Engineer determines the post size and number of posts if the type of sign installation is not shown.

Excavate each post hole by hand methods without the use of power equipment. You may use power equipment where you determine that subsurface utilities are not present in the area of the proposed post hole if authorized. Anchor sleeves must be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves must not be used.

The post-hole diameter must be at least 4 inches greater than the longest cross-sectional dimension of the post if it is backfilled with commercial-quality concrete.

Add between the 6th and 7th paragraphs in section 12-3.20C(1):

Reflectors on temporary barrier system must conform to the provisions in "Approved Traffic Products" found in these special provisions.

Add to the beginning of section 12-3.32C:

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Speed reduction zone

Add between the 9th and 10th paragraphs of section 12-3.32C:

Start displaying the message on the sign 120 minutes before closing the lane or shoulder or when directed by the Engineer.

Replace *Not Used* in section 12-3.32D with:

Payment for all components of the advance warning signs, including permits, will be considered as included in the payment for traffic control system.

The payment quantity for portable changeable message signs is per each as shown on the bid list.

Add to section 12-4.01A:

A Traffic Management Plan must be prepared prior to construction and be implemented during construction of the Project to reduce disruption of traffic patterns. Public information and awareness campaigns, motorist information strategies, and incident management strategies must alert the public of the temporary construction shoo-fly detours and the Project.

You must 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 must be included in the definition of "personal and business activities."

You must 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 must use the "Notice to Residents" template attached in the List of Standard and Special Drawings (Green

Pages). The notice must be placed on the door of said properties a minimum of seven (7) days before you begin the related work. The notice must be in both English and Spanish (back side).

It is your responsibility to have roads clear of interfering vehicles prior to the start of work and during work. You are 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 before the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118**, **52.0132**, and **53.081**.

Delete the definition of *designated* holidays in section 12-4.02A(2)

Replace section 12-4.02C(12) with:

12-4.02C(12) Construction Work Zone Speed Limit Reduction

12-4.02C(12)(a) General

Section 12-4.02C(12) includes specifications for providing, installing, maintaining, and removing traffic control devices for reducing the speed limit for the construction work zones.

Speed limit reduction is limited to 10 mph from the posted speed limit in construction work zones unless a greater speed limit reduction is specified. Construction work zone speed limit reduction can either be required when construction activities are active in a closure as a temporary condition or 24 hours a day, 7 days a week based on the roadway conditions when specified.

Speed limit reduction for Route 66 is to be reduced from 55 mph to 35 mph. Place traffic control devices as shown for multiple speed limit reduction steps within traffic control system. Speed limits can be stepped down in 5 or 10 mph increments.

Temporary construction work zone speed limit reduction is required for lane closures when construction activities require workers to be present within the lane closures. Construction work zone speed limit reduction is not required for short duration closures of 1 hour or less or when the length of lane closure is 1/2 mile or less.

Construction work zone speed limit reduction is required 24 hours a day, 7 days a week when construction activities affect the roadway around the clock 24 hours a day, 7 days a week as shown on the traffic handling plans.

12-4.02C(12)(b) Materials

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, construction area signs must comply with the requirements for stationary-mounted signs in section 12-3.11. When the duration of construction work zone speed limit reduction for 24 hours a day, 7 days a week is 7 days or less, you may use portable signs that comply with the requirements for portable signs in section 12-3.11.

For temporary construction work zone speed limit reduction, signs must comply with the requirements for portable signs in section 12-3.11.

The PCMS must comply with section 12-3.32.

Radar feedback sign LED displays must have LED:

1. Character of at least 18 inches in height for freeways and expressways
2. Character of at least 14 inches in height for conventional highways
3. Character's width-to-height ratio from 0.7 to 1.0
4. Character's stroke width-to-height ratio of 0.2

Portable radar speed feedback sign must comply with section 12-3.37.

Portable radar speed feedback sign trailers must have a minimum of 9 cones placed on a taper in advance of the device and along the edge of shoulder or edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the device.

Temporary radar speed feedback sign system must comply with the specifications for:

1. Temporary electrical system in section 87-20
2. Radar speed feedback sign system in section 87-14 except the LED character display must remain blank when no vehicles are detected or when the detected vehicle speed is 10 miles or less than the pre-set speed

12-4.02C(12)(c) Construction

Advise motorists of construction work zone speed limit reductions starting 14 days in advance of implementing the speed limit reduction using a PCMS displaying the alternating messages *Reduced Speed* and *Starting XX/XX/XX (Date)*.

When construction work zone speed limit reduction is in effect, the PCMS message must be *XX ZONE AHEAD* and *WILL BE ENFORCED*. Mount a 48-by-48-inch W3-5 XX "SPEED LIMIT" ahead symbol sign on the PCMS trailer.

Cover all existing speed limit signs while the construction work zone speed limit reduction is in effect. Remove covers when construction work zone speed limit reduction is no longer in effect. For construction work zone speed limit reduction for 24 hours a day, 7 days a week, you may remove the existing speed limit signs and replace the signs when the construction activities that required the 24 hours a day, 7 days a week speed limit reduction are completed.

For conventional highways, place a R2-1 sign with G20-5aP "WORK ZONE" plaque approximately 500 feet downstream from major intersections within the limits of a construction work zone speed limit reduction.

Within the limits of a construction work zone speed limit reduction, place intermediate R2-1 signs with G20-5aP "WORK ZONE" plaque at intervals not exceeding three miles.

You may use variable speed limit signs where R2-1 signs are described.

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, install advisory warning signs as shown.

12-4.02C(12)(d) Payment

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, signs are paid for as construction area signs, PCMS is paid for as portable changeable message sign. Covering and removing covers of existing speed limit signs are included in the price paid for construction area signs.

For construction work zone speed limit reduction only during lane closures, signs are included in the bid item for traffic control system, PCMS is paid for as portable changeable message sign, and portable radar speed feedback sign is paid for as portable radar speed feedback sign systems. Covering and uncovering existing speed limit signs for each lane closure are included in the price paid for traffic control system.

Replace section 12-4.02C(3)(k) with:

Replace “Reserved” in section 12-4.02C(3)(l) Complete Conventional Highway Closure Hour Charts with:

Chart No. L1 Complete Conventional Highway Closure Hours																									
County: San Bernardino								Route/Direction: National Trails Highway (Route 66)								Post Mile:N/A									
Closure limits: Road closure at bridge sites																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Legend:																									
C		Provide at least 1 through traffic lane one-way traffic																							
N		No complete closure allowed																							
REMARKS:																									

Add between the 3rd and 4th paragraphs section 12-6.03C:

Channelizers used for temporary edge line delineation must be surface mounted type and shall be orange in color. Channelizers must be, at your opinion, one of the surface mount types (36”) listed in “Approved Traffic Products” found in section 6-2.01C of these special provisions.

Add to the end of section 12-6.03C:

Temporary edge line delineation must be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Replace section 12-6.04 with:

Payment for furnishing, placing, maintaining and removing the temporary pavement delineation, including striping, markings, reflective raised pavement markers, and “no passing” zone signage, will be considered as included in payment for traffic control system.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

It is your responsibility to protect the project against the intrusion of water, including groundwater, mud and other deleterious matter.

You are required to schedule the work so that any storm or other waters encountered may proceed without obstruction. The project site has more rain by monthly average approximately October 18 to April 15, however the high desert has the potential for severe flooding approximately April 15 to October 18 due to summer storm events. In submitting a bid, you acknowledge such risks and assume all responsibility therefore, except as otherwise provided in Section 5-1.39.

For planned work in water, a water quality monitoring plan shall be submitted to Colorado River Basin Water Board staff for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan.

If you perform in water work, you must perform Water Quality Monitoring and Reporting. Water quality monitoring, monitoring reports and annual reports must comply with section 13-3.01D(3) and section 13-1.01C(4). Notify the Engineer prior to in water work with enough time such that the Engineer can alert the Colorado River Basin Water Board 48 hours prior to commencing in water work. Submit the Water Quality Report within 3 days of completing the in water work. **Add to the end of section 13-3.01A:**

This project's risk level is 1

The receiving water for this project is the Colorado River .

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

The following RWQCBs will review the authorized SWPPP:

1. 7 Colorado River

Add to section 13-3.01D(3)(b):

For projects involving planned work in water or stream diversions, a water quality monitoring plan must be submitted to Colorado River Basin Water Board staff for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring must be conducted in accordance with the approved plan. Sampling shall be conducted in accordance with the table below sampling parameters, and work in water or stream diversionary discharge(s) to waters of the state must conform to the following water quality standards at a minimum.

Parameter	Unit of Measure	Type of Sample	Minimum Frequency	Water Quality Objective
Oil and Grease	N/A	Visual	Continuous	25mg/L
Dissolved Oxygen	mg/L and % saturation	Grab	Every 4 hours	>= 5 mg/L
pH	Standard Units	Grab	Every 4 hours	6 - 9
Turbidity	NTU	Grab	Every 4 hours	Narrative ¹
Temperature	Deg F (or as deg C)	Grab	Every 4 hours	Narrative ²

¹ Waters shall be free of changes in turbidity than cause nuisance or adversely affect beneficial uses.

² The natural receiving water temperature of surface waters shall not be altered by discharges of waste unless it can be demonstrated to the satisfaction of the Regional Water Board that such alteration in temperature does not adversely affect beneficial uses.

³ Pollutants must be analyzed using the analytical methods described in 40 Code of Federal Regulations part 136; where no methods are specified for a given pollutant, the method must be approved by the Colorado River Basin Water Board's Executive Officer. Grab samples must be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring must be maintained onsite.

All construction materials, vehicles, stockpiles, and staging areas should be situated outside of ephemeral ditches as feasible. All stockpiles should be covered, as feasible.

A chemical spill kit must be kept onsite and available for use in the event of a spill.

Secondary containment consisting of plastic sheeting or other impermeable sheeting must be installed underneath all equipment/materials located in a natural area (ephemeral ditch or creosote bush scrub habitat) as needed to prevent petroleum products or other chemicals from contaminating the soil or from spilling directly into ephemeral ditches. Secondary containment must have a raised edge (e.g., sheeting wrapped around wattles).

13-11 WATER POLLUTION CONTROL WORK

Section 13.11 includes specifications for Water Pollution Control Work.

Water Pollution Control Work includes the implementation, maintenance and replacement of all needed BMPs per the SWPPP as prepared by the QSD and PLACs.

BMPs must comply with section 13.

Water Pollution Control Work includes Job Site Management.

Job site management must comply with section 13-4.

Not used.

Not used.

Not used.

AA

All work, including equipment staging, must remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way can be performed without further environmental evaluations. Standards best management practices must 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.

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 must be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at Tel: 909-387-2978.

An ESA exists on this project.

Before starting job site activities, install Desert Tortoise Fence to protect the ESA and mark its boundaries. Desert tortoise fence must comply with section 80-4.02A.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Desert Tortoise

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
Species Protection Area 1	Entire Project Limits

Within Species Protection Area 1, implement the following protection measures:

1. Conduct Environmental awareness training prior to the onset of project work for all construction personnel discussing the special status plant and wildlife and how to proceed if there are any encounters of special status species within the work area, as well as measures and BMPs
2. During the ideal blooming period prior to the beginning of construction activities, a rare plant survey will be conducted by an authorized biologist. If individuals or populations of rare plants are observed within the BSA during this survey, mark the area around the rare plant with high-visibility Environmentally Sensitive Area (ESA) fencing
3. Notify the Engineer such that approximately 2-4 weeks in advance of construction activities, a focused survey for desert tortoises and their burrows within the Project area will occur by the authorized biologist. Survey methodology will assure 100% visual coverage of the survey area.
4. Notify the Engineer such that, within 24 hours of the start of soil disturbance, another focused preconstruction clearance survey for desert tortoise is conducted by the authorized biologist.
5. If a tortoise or tortoise sign is found in the impact areas or within the immediate vicinity during either preconstruction survey, notify the Engineer such that USFWS and CDFW are contacted immediately and the tortoise must be allowed to move outside the construction area/exclusionary area on their own before the Project can commence installation of exclusionary fencing, on-site construction preparation activities, or any construction activities.
6. Avoid removing any vegetation or performing structure demolition during the nesting bird season (February 15-August 31). If either of these activities must occur within the nesting season, a pre-construction nesting bird survey, which includes the burrowing owl, must be conducted no more than 3 days prior to the activity commencing. Notify the Engineer for a Survey. Survey methodology must assure 100% visual coverage of the survey area and will follow current accepted species survey methodology. Structure demolition or vegetation removal must occur within 3 days from the nesting bird survey.
7. Prior to construction, a qualified biologist must conduct a focused bat survey on the existing bridge structures. If a maternity colony is found within the Project area, a qualified bat biologist shall prepare a bat eviction plan in order to evict bats during the appropriate non-pupping season, from September 1 to October 15 or March 15 to April 15. If no maternity colony or potential maternity colony is identified, work may proceed as scheduled and no additional considerations for bat species are required.
8. Notify the Engineer such that no more than 14 days and no less than 3 days prior to the initiation of construction ground disturbing activities a qualified biologist conducts a desert kit fox survey. Survey methodology shall follow current species survey protocol to attain complete visual coverage within the Project area and a 200-foot-wide buffer. If potential dens are located, they shall be monitored by an authorized project biologist. Trail cameras may be used to assist with observation but shall not be the sole basis upon which the status is determined. The Project biologist shall notify CDFW of the survey results and provide a determination on whether active dens can be avoided and buffered from Project activities to prevent disturbance of the den. Should active dens be present within the Project area that

cannot be avoided with an adequate buffer, and construction cannot be rescheduled at that location, the project biologist shall contact CDFW to determine if monitoring or relocation is required. If required, a monitoring and relocation plan will be submitted for CDFW's review and approval. No disturbance or relocation of active dens may take place when juveniles may be present and dependent on parental care. The project biologist shall block off inactive dens within the buffer zone with rocks and sticks to discourage use during Project activities and remove when construction is complete. The Project biologist shall periodically check the inactive burrows remain blocked and are not reoccupied.

9. Project activities must not occur during any periods of precipitation or surface water flow in the ephemeral ditches within the BSA. In the Mojave Desert, this is most likely to occur between November and April, and during the summer monsoon season from July to September. When precipitation is occurring or surface water is flowing, Project work within the ephemeral ditch channels must be halted.
10. If desert bighorn sheep are observed within the Project area, halt work until the individual(s) have left the Project area. You are not authorized to come into direct contact with desert bighorn sheep. The species must be allowed to move throughout the Project area undisturbed by humans, vehicles, or construction machinery.
11. Desert tortoise exclusion fencing must be inspected twice daily (once before construction activities begin and once after construction activities have ceased for the day during ground disturbing activities at the project site which may cause take of desert tortoise) and immediately after precipitation events during project activities by the authorized project biologist or trained personnel and repaired as needed. Repairs must occur within two days. Any debris that accumulates along the fence must be removed as the fence is inspected.
12. The Project biologist must monitor all ground disturbing activities which may cause take of the desert tortoise. Should a desert tortoise be found within the Project limits, construction activities must cease and the USFWS and CDFW must be contacted within 12 hours. The tortoise must be allowed to leave the Project area limits on its own volition. Construction may only recommence at the Project biologist's authority and once the desert tortoise is outside of project limits.
13. Project personnel must carefully check under parked vehicles or equipment for desert tortoises before moving said vehicles or equipment. Should a desert tortoise be found, the protocols outlined in these special provisions must be followed.
14. Construction and maintenance vehicles must not exceed 15 mph in tortoise habitat, which includes all natural communities within the BSA, during periods of higher tortoise activity, March 1 through November 1.
15. Open trenches, auger holes, or other excavations that may act as pitfall traps must be inspected prior to working in or around the excavation and prior to backfilling. Other excavations that remain open overnight must be covered to prevent them from becoming pitfall traps. Any animals found within the excavations must be relocated by the Project biologist. Should any listed or sensitive species be found within these excavations, the appropriate wildlife agency shall be contacted immediately, and subsequent action must be performed under the direction of the lead wildlife agencies.
16. Should a desert tortoise be injured as a result of project related activities; it must be immediately taken to a CDFW approved rehabilitation facility by the authorized biologist. The CDFW approved rehabilitation facility in the vicinity of the Project area is the Big Bear Alpine Zoo (909) 584-1299. Any veterinarian bills for such injured tortoises must be paid by you. The CDFW and USFWS must be notified within 12 hours of the incident. Notification shall include the date, time, location, and circumstances of the incident.
17. Should a desert tortoise be killed by project related activities or found dead within the construction area, remains must be collected by the Project biologist and frozen as soon as possible. CDFW and USFWS must be notified and a written report shall be sent within 12 hours of the incident. Notification must include the date, time, location, and circumstances of the finding. The Project biologist will coordinate with both CDFW and the USFWS regarding direction on where to bring the frozen specimen.
18. Prior to the initial arrival at the first bridge of the Project site and prior to leaving at the completion of construction, equipment that may contain invasive plants and/or seeds must be cleaned to reduce the spreading of noxious weeds.
19. Do not feed or attract wildlife to the Project area
20. Do not apply rodenticide or herbicide within the BSA during construction

21. If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area must be diverted until a qualified archaeologist can assess the nature and significance of the find.

Replace item 1 in Add to the list in the 6th paragraph of section 14-6.03B with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)
Raptors	300

Add to section 14-9.02 Air Pollution Control:

Speed limit for traffic and construction equipment are to be limited to 15 mph along shoofly and off-road activities.

Add to section 14-10.01:

Dispose of all food-related trash in closed containers and remove it from the Project area each day during construction.

Replace item 5 in the list in the first paragraph of section 14-10.01 with:

5. Store hazardous waste away from storm drains, watercourses, wash/drain areas, moving vehicles and equipment.

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of Yellow Traffic Stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 60 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 60 days after the start of accumulation of the residue.

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on bridge nos. 54C0272, 54C0275, 54C0276, 54C0277, 54C0279, 54C0280, 54C0281, 54C0282, 54C0284, and 54C0315 will be disturbed as part of the work activities. The paint system contains lead, chromium and zinc.

Replace section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List. The paint on the wood railing and barrier contains lead.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from the bridge and guardrail is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

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Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lb or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

1. US Ecology, Beatty, Nevada
2. US Ecology, Grandview, Idaho
3. Chemical Waste Management of the Northwest, Arlington, Oregon

15 EXISTING FACILITIES

Replace 'Reserved' in section 15-1.03D with:

15-1.03D Remove and Reset C-Markers

Prior to removing C-Markers survey the location and elevation of each C-Marker. An Architectural Historian must be present when the C-Markers are being moved or disturbed. Carefully remove C-Markers so as to not damage them. Immediately wrap C-Markers in protective materials. Store protected C-Markers until they are reset. Reset C-Markers as directed by the Engineer in the same location and elevation.

If additional C-Markers are discovered, do not disturb them and notify the Engineer immediately.

Replace 'Reserved' in section 15-1.03E with:

15-1.03E Remove and Reset Paddleboards

Prior to removing Paddleboards survey the location and elevation of each Paddleboard. An Architectural Historian must be present when the Paddleboards are being moved or disturbed. Carefully remove Paddleboards so as to not damage them. Immediately wrap Paddleboards in protective materials. Restore the paddleboards in accordance with SOIS standards through paint refurbishment to better match the original coloration. Store protected paddleboards until they are reset. Reset Paddleboards as directed by the Engineer in the same location and elevation.

If additional Paddleboards are discovered, do not disturb them and notify the Engineer immediately.

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16 TEMPORARY FACILITIES

16-3 RESIDENT ENGINEERS OFFICE

16-3.01 GENERAL

Section 16.3 includes specifications for furnishing, setting up, and maintaining a Resident Engineer's office. This includes but is not limited to the furnishing and maintenance of all equipment and furniture, permitting, all services, lease agreements, utilities, and all necessary supplies for the duration of the office contract. The Resident Engineer's office is for the exclusive use of the Resident Engineer and his or her staff. The office must be within 2 miles of Amboy or as approved by the Engineer.

16-3.02 MATERIALS

The office must be furnished with doors and windows capable of being locked. The office must be partitioned to provide one private office of not less than 100 square feet and a conference area of not less than 120 square feet. The private office must be provided with a lockable closet, and a portable bookcase, with a minimum of three four-foot long (or four three-foot long) shelves. All shelves must provide 13" minimum of clear vertical space.

If the office is a trailer, provide the Engineer with a copy of written permission or agreement to place the Resident Engineer's trailer on private property unless such private property is within a project construction easement shown on the plans.

The office must be furnished with two parking spaces; 2 desks with lockable drawers; one 3-foot by 6-foot table and 8 standard chairs; 2 desk chairs with arms; one fire extinguisher; one first-aid kit (bandages, gauze, etc.), restroom (24 square feet minimum) equipped with toilet and sink with hot and cold running water, soap, and paper products;. HVAC system must maintain interior temperature between 68 and 78 degrees F.

Provide, not less than weekly, office cleaning service including waste paper/trash removal, floor cleaning, and rest room maintenance all to the satisfaction of the Engineer.

Provide for the Engineer a Broadband Internet connection with minimum 20- Mbps download bandwidth. All necessary cables and hardware devices to link computer network hardware together for operational use or WIFI system.

If for any reason, any office furniture, and/or sanitary facility is vandalized, stolen, or in need of repair, you, upon receipt of written notice by Engineer, will have a maximum of five (5) working days to replace or repair the above items to full working order. If you fail to comply within the five (5) working days specified, the County may at its option withhold monthly progress payment until the Resident Engineer's office is returned to full and complete working order.

Equipment furnished must be for the Engineer's sole use and of standard quality and new or like new in appearance and function. The office must be installed, fully operational, and ready for occupancy no later than 15 days prior to the first working day designated or you starting work, whichever comes first. For each day thereafter that the office is not ready for occupancy, you will be assessed damages in the

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to section 19-3.03B(1):

In making excavations for the project, you are fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property. All of the foregoing must be at your expense.

Add to section 19-3.04:

Bottoms of overexcavations should be scarified to a minimum depth of 8 inches, moisture conditioned to near optimum moisture content, and compacted in place to at least 95% relative compaction based on maximum density determined by California Test (CT)216. Backfill placed below footings is paid for as structure backfill.

Add to section 19-3.04:

Attention is directed to the cross-sections prepared for this project. It is recognized that there are varying methods of construction and that the specific results of site analysis for shoring and protection requirements will impact the total volume of excavation necessary to complete the project. Construction slopes shown on the cross-sections must be considered within the following constraints:

The angles of construction slopes shown are for estimation purposes and actual slopes are to be verified in your design of shoring and trench protection.

COMPUTATION OF VOLUMES FOR PAYMENT OF EARTHWORK - Where surfaces of existing ground constitute boundaries for calculation of earthwork quantities for payment, these surfaces will be established by the Engineer from survey data obtained sufficiently close in time to the start of construction to eliminate the probability of major discrepancies.

Surfaces established by these surveys must be the basis for calculation of earthwork quantities for payment.

Add to section 19-5.03B:

In the event excavations become flooded, remove at least the bottom eight inches of soil and replace with or recompact to 95% relative compaction.

Add to section 19-6.02A:

Overexcavated materials can be reused within four feet of the grading plane if the R-value is greater than 50 and Plasticity Index is less than 12%. Otherwise, overexcavated materials cannot be used within four feet of the grading plane.

In locations where structural pavement sections will be constructed atop imported fill, the material placed within four feet of the grading plane should have a minimum R-Value of 50 and a Plasticity Index less than 12%.

During earthwork if the R-value of exposed subgrade soils comes into question, the exposed soils should be sampled and tested to verify that the soils possess the minimum required R-value. If subgrade soils are found to be unsuitable for flexible pavement structural sections, they must be overexcavated up to four feet below the grading plane and replaced with compacted imported fill. Compaction of the subgrade should conform to the requirements described in Section 19-5.03.

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Add to section 26-1.03A:

Remove aggregate base placed for the shooflies when no longer needed and prior to the end of construction. Scarify the area once the aggregate base is removed and prior to placing erosion control.

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DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace section 39-2.01C(3)(c) with:

39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Replace the 2nd paragraph of section 39-2.01D with:

Payment for prime coat and tack coat is considered included in the payment for hot mix asphalt types shown in the bid item list.

Delete the row for *For RAP Substitution greater than 15%* in the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e).

Replace footnote h for the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e) with:

^hNot required for the following areas in District 8:

1. Riverside County: Route 10, post mile 56.95 to 156.49; Route 111, post mile 0.00 to 28.53
2. San Bernardino County: Route 15, post mile 29.00 to 186.24; Route 40; Route 58; Route 138, post mile 0.00 to 15.20; Route 395

Replace the row for *Moisture susceptibility (min, psi, wet strength)* in the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e) with:

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283 ⁱ	70
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Delete the row for *For RAP substitution greater than 15%* in the table in the 1st paragraph of section 39-2.02B(2).

Replace footnote e for the table in the 1st paragraph of section 39-2.02B(2) with:

^eNot required for the following areas in District 8:

1. Riverside County: Route 10, post mile 56.95 to 156.49; Route 111, post mile 0.00 to 28.53
2. San Bernardino County: Route 15, post mile 29.00 to 186.24; Route 40; Route 58; Route 138, post mile 0.00 to 15.20; Route 395

Replace the row for *Moisture susceptibility, wet strength* in the table in the 1st paragraph of section 39-2.02B(2) with:

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283 ^{c,d}	70
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Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 70-10.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Replace section 39-2.07B(3) with:

39-2.07B(3) Asphalt Binder

The grade of asphalt binder for minor HMA must be PG 70-10.

For minor HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the binder grade specified above.

Replace “Reserved” in section 39-3.03C with:

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

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

You must dispose of the removed asphalt concrete dike.

Add to section 39-3.04C(1):

Cold planing machines must be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth, and must be operated at a speed and in a manner to produce such a

Where utility access fixtures exist within the area to be planed, these must be protected from damage. At manhole locations a rectangular pattern of planer cuts must be performed (prior to through planing) to a depth of not less than 0.10-foot and no closer than 1 foot from the outside of the manhole frame. These must be extended far enough to allow meeting the minimum specified depth of cut with the through planing operation. At your option and sole expense, you may arrange with the utility owners to lower manhole frames and covers to clear planing operations. You must lower valve covers, as needed, to clear planing operations.

Add to section 39-3.04C(3):

Replaced section 39-3.04C(4) with:

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

The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer.

Surfacing must be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place must be repaired to a condition satisfactory to the Engineer, or the damaged pavement must be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced will be at your expense and will not be measured nor paid for.

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DIVISION VI STRUCTURES

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49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
Bristol Ditch Bridge Br. No. 54C0810	Abutments, Pier 2	Caving, uncertain water table elevations, existing piles, dense sands, gravels, and cobbles
Sombra Ditch Bridge Br. No. 54C0816	Piers 2 and 3	Caving, uncertain water table elevations, existing piles, dense sands, gravels, and cobbles
Adena Ditch Bridge Br. No. 54C0819	Pier 2	Caving, uncertain water table elevations, existing piles, dense sands, gravels, and cobbles

Existing piles that are not removed may be drilled through.

Replace the first paragraph in section 49-3.01D with:

Bar reinforcing steel is not included in the payment for CIP concrete piling.

Replace section 49-3.02A(3)(a) with:

49-3.02A(3)(a) General

Submit as an informational submittal the proposed drilling equipment operational capacities or descriptions for:

1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr
5. Number and type of drilling cutters or drilling teeth on drilling tool

Add to section 49-3.02A(3):

49-3.02A(3)(I) Experience Qualifications

At least 15 days before the start of CIDH concrete pile construction, submit as an informational submittal the following experience qualifications in compliance with section 49-3.02A(4)(f):

1. List of CIDH concrete pile installations performed by the drilling contractor. The submittal must include:
 - 1.1. Project description
 - 1.2. Name and phone number of the owner
 - 1.3. CIDH pile plans

- 1.4. Log of test borings
- 1.5. Estimated dates of major CIDH pile installation activities
- 1.6. CIDH pile acceptance testing reports
2. List of on-site foremen and drill rig operators who will perform the CIDH concrete pile work and a summary of each individual's experience. The submittal must include:
 - 2.1. Detailed summary of each individual's experience in CIDH pile excavation operations and placement of assembled reinforcing cages and concrete
 - 2.2. Experience from at least 3 relevant projects, including:
 - 2.2.1. Project Description
 - 2.2.2. Date of work
 - 2.2.3. Actual work performed
 - 2.2.4. Name and phone number of a reference person for each project
 - 2.3. Proof of on-site foremen and drill rig operators experience qualifications

Add to section 49-3.02A(4):

49-3.02A(4)(f) Experience Qualifications

The drilling contractor must have successfully constructed at least 3 separate foundation projects in the last 5 years. The foundation projects must:

1. Have CIDH piles of similar or larger diameter and depth, and installed under similar substructure conditions to this contract
2. Demonstrate experience with drilling fluids and successful construction of CIDH piles under the wet conditions

Each on-site foremen and drill rig operator must have 2 years of experience installing CIDH concrete piles on at least 3 projects. The CIDH pile foundations must be of similar or larger diameter and depth, and installed under similar subsurface conditions to this contract.

On-site foremen experience must be supervising construction of CIDH concrete pile foundations. Indirect supervision of on-site CIDH concrete pile construction operations is not acceptable.

Drill rig operator experience must be in construction of CIDH concrete pile foundations.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac	CETCO 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

OFFICES OF BRIDGE DESIGN
P.O. BOX 168041
MS# 9-4/11G
SACRAMENTO, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 67.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–120 ≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	32–60 ≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac synthetic slurry must comply with the requirements shown in the following table:

Shore Pac

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	33–132 ≤ 118
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 67.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	45–104 ≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	30–125 55–114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	62.8–65.8 ^a 62.8–64.0 ^a
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–80 50–80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Add to section 49-3.02C(1):

Drilling equipment must be equipped with instrumentation to accurately measure the downward force in pounds. The instrumentation dial or display must be clearly visible for reading during operation.

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60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
54C0272/Bristol Ditch Bridge	Remove bridge, abutments, and foundation
54C0275/Cerro Ditch Bridge	Remove bridge, abutments, and foundation
54C0276/Gordo Ditch Bridge	Remove bridge, abutments, and foundation
54C0277/Cerulia Ditch Bridge	Remove bridge, abutments, and foundation
54C0279/Leith Ditch Bridge	Remove bridge, abutments, and foundation
54C0280/Terra Ditch Bridge	Remove bridge, abutments, and foundation
54C0281/Sombra Ditch Bridge	Remove bridge, abutments, and foundation
54C0282/Beacon Ditch Bridge	Remove bridge, abutments, and foundation
54C0284/Larissa Ditch Bridge	Remove bridge, abutments, and foundation
54C0315/Adena Ditch Bridge	Remove bridge, abutments, and foundation

Bridge Removal includes the removal of supplemental supports.

Dispose of the treated wood per section 14-11.14.

The paint on the railing, posts, curb and striping contains lead. Disposal must comply with the Lead Compliance Plan.

Add to section 60-2.01C:

Remove all existing foundation components to 3 feet below original grade or to bottom of structure excavation elevation, whichever is greater.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Add to section 72-2.03A:

Once the RSP is in place, place native material in the voids between the rocks. The native material must be material harvested during the excavations needed for the abutments, piers and to place the RSP. Do not harvest native material for the sole purpose of filling in voids.

Replace Reserved in section 72-7 with:

72-7 GRAVEL FILTER

72-7.01 GENERAL

Section 72-7 includes specifications for constructing gravel filter.

72-7.02 MATERIALS

The gravel filter will consist of hard, durable, clean and washed, gravel, cobble, crushed stone, crushed rock, or any combination of these free from organic material, clay balls, or other deleterious substances.

The aggregate used in the gravel filter must have a durability index not less than 40 and must contain at least 90 percent crushed particles when tested under California Test 205.

The percentage composition by weight of gravel filter in place must comply with the grading requirements shown in the following tables:

Gravel Filter (Type A) Grading Requirements

Sieve size	Percentage passing
3/8 inch	85
No. 4	60-85
No. 8	15-50
No. 16	10-15

Gravel Filter (Type B) Grading Requirements

Sieve size	Percentage passing
1 inch	60-85
3/4 inch	50-60
3/8 inch	10-15
No. 8	10

Gravel Filter (Type C) Grading Requirements

Sieve size	Percentage passing
7 1/2 inch	85
6 inch	60-85
5 1/2 inch	50-60
2 inch	10-15

Gravel Filter (Type D) Grading Requirements

Sieve size	Percentage passing
3 inch	85
2 1/2 inch	60
2 inch	50
1 inch	15
3/4 inch	10

72-7.03 CONSTRUCTION

Deliver uniform mixture of gravel filter to the site. Spread uniform mixture in layers and shape to thickness and limits shown using suitable equipment.

72-7.04 PAYMENT

The payment quantity of gravel filter is based on the dimensions shown.

AA

78 INCIDENTAL CONSTRUCTION

Add to section 78-2.01:

You must request the County Surveyor to conduct a monument review survey at least two (2) weeks before the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide you with locations of survey monuments before 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 before construction must be left exposed at the completion of the paving project. You must install self-adhesive "I.D. Locators", or equivalent markers approved by the engineer, over monuments before 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.

You must 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, you must remove the damaged monument in its entirety before paving. Monuments not disturbed or damaged by construction activities may be left in place.

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

Add to section 78-22:

Pulverize must comply with section 78-22.

Replace section 78-4.02B with:

78-4.02B Materials

The painted timber must match color no. 17925 of FED-STD-595.

Add to section 80-4.02A:

Construct the temporary desert tortoise fence using the permanent Desert Tortoise Fence details. Remove the fence when no longer needed and compact the disturbed soil with an 8 lb or heavier hammer tamper.

AA

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace Item 1 in the 2nd paragraph of section 82-2.02A:

1. Phrase *County of San Bernardino*.

Add to section 82-3.02B:

Metal posts must 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 must be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves must not be used.

Add to section 82-9.03A:

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

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

1. Sign panels will be furnished by the Department and installed by you at no additional cost to the County.
2. Hardware, such as back braces, nuts and bolts, etc. must be furnished by you, as incidental to the proposed relocation and no additional payment will be made therefor.
3. If existing posts are determined, by the Engineer, to be unusable; new posts meeting the Engineer's specifications must be furnished and install by you. Compensation therefor will be calculated by the Engineer at for account, and added to the payments for Reset Roadside Sign, at a proportionate rate.
4. Installation of new sign panels (Department furnished) onto existing posts or old sign panels onto new posts will be considered as incidental to the preservation of public safety and convenience, and no payment beyond that calculated by the Engineer for Reset Roadside Signs will be made therefor.

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

Replace section 82-5.05F with:

Reflectors on target plates must be Type VII sheeting on the Approved Traffic Products List found in the green pages of these special provisions.

AA

83 RAILINGS AND BARRIERS

Add to section 83-2.01A(1):

Locations shown are approximate. The Engineer will determine the exact locations. Confirm layout with the Engineer prior to installation.

Replace section 83-2.01A(3) with:

83-2.01A(3) Construction

For midwest guardrail systems and thrie beam barrier, install posts, steel foundation tubes, and soil plates in soil.

Do not install new wood posts or blocks with cracks wider than 1/4 inch with cracking evident through the wood to another side.

Cut off any excess bolt that extends more than 0.5 inch beyond the nut.

Do not cut or modify metal beam railing in the field. Do not drill or punch new holes.

Do not cut steel or wood posts in the field to reduce length.

Do not place posts in asphalt, concrete, or structural section.

Install posts no more than 1 inch per foot out of plumb unless otherwise described.

Place rub rail guardrail element when height of guardrail is more than 3" above standard placement height or as shown or directed.

At locations exposed to traffic, schedule activities so that at the end of each day both leading and trailing ends of all guardrail or barriers are anchored to an authorized permanent or temporary system, end anchor assembly or anchor block. You may anchor to existing guardrail if anchored using a standard bolted rail element splice.

Identify steel posts longer than 6 feet by painting the post length as a 2-inch-tall numeral in the web near the top of the post before installation. Before applying paint, the post surface must be free of all dirt, grease, oil, salt, or other contaminants by washing it with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry. Paint the numeral with black acrylic resin type paint.

Identify wood posts longer than 6 feet by stamping or burning the post length into the wood before installation using a die shaped as a 2-inch-tall numeral of the post length in feet near the top on the approach side of the post. If stamped, imprint the numeral into the wood at least 1/4 inch. Make sure marking is clearly visible and legible after installation.

Replace section 83-2.01B with:

83-2.01B Minor Concrete Vegetation Control

83-2.01B(1) General

83-2.01B(1)(a) Summary

Section 83-2.01B includes specifications for constructing minor concrete vegetation control around railing and barrier posts.

Constructing minor concrete vegetation control includes clearing and excavation.

83-2.01B(1)(b) Definitions

Not Used

83-2.01B(1)(c) Submittals

Submit a mix design for the minor concrete to be used for vegetation control. The mix design must show proportions of:

1. Coarse aggregate
2. Fine aggregate
3. Cementitious material

4. Reinforcing fiber
5. Water

Include compressive strength test results with the mix design.

Submit a certificate of compliance for the crumb rubber aggregate, if used. Include the quantity in pounds of crumb rubber.

83-2.01B(1)(d) Quality Assurance

Not Used

83-2.01B(2) Materials

83-2.01B(2)(a) General

Not Used

83-2.01B(2)(b) Minor Concrete

83-2.01B(2)(b)(i) General

Concrete for vegetation control must comply with the specifications for minor concrete, except the concrete:

1. Must include reinforcing fibers
2. May include crumb rubber aggregate
3. Must contain:
 - 3.1. At least 505 pounds of cementitious material per cubic yard, if crumb rubber aggregate is used
 - 3.2. At least 400 pounds of cementitious material per cubic yard, if crumb rubber aggregate is not used
4. Must have a maximum aggregate size of 3/8 inch

All ingredients must be added at the concrete plant before delivery to the job site.

You may use volumetric proportioning complying with ASTM C685/C685M or as specified.

The minor concrete must have a 28-day compressive strength from 1,400 to 2,500 psi.

83-2.01B(2)(b)(ii) Crumb Rubber Aggregate

Crumb rubber aggregate must consist of ground or granulated scrap tire rubber from automobile and truck tires. Do not use tire buffings.

Crumb rubber aggregate must be ground and granulated at ambient temperature.

The crumb rubber aggregate gradation must comply with the requirements shown in the following table:

Gradation Requirements

Sieve size	Percentage passing
1/2"	100
3/8"	90–100
1/4"	35–45
No. 4	5–15
No. 8	0–5
No. 16	0

Crumb rubber aggregate must not contain more than 0.01 percent of wire by mass and must be free of oils and volatile organic compounds.

Do not commingle crumb rubber from different sources.

The crumb rubber aggregate must be 3.5 ± 0.5 percent by weight of the concrete.

83-2.01B(2)(b)(iii) Reinforcing Fibers

Reinforcing fibers for minor concrete must be:

1. Manufactured specifically for use as concrete reinforcement from one of the following:
 - 1.1. Polypropylene, polyethylene, or a combination of both.
 - 1.2. Copolymer of polypropylene and polyethylene.
2. Blended ratio from 4 to 5.67 parts by weight of macro synthetic fibers to 1 part by weight of micro synthetic fibers. Synthetic fibers must be:
 - 2.1. Nonfibrillated macro fibers with individual fiber lengths less than $2 \pm 1/2$ inches.
 - 2.2. Fibrillated or monofilament micro fibers of various lengths and thicknesses.
3. Supplied in sealed, degradable bags of appropriate size for adding whole bags to concrete batches.
4. From a commercial source.

The reinforcing fiber content of the minor concrete must be from 5 to 6 lb/cu yd.

83-2.01B(2)(b)(iv) Coloring Agent

Not Used

83-2.01B(2)(c) Block-Out Material

The block-out material must be a commercially available expanded polystyrene foam with a compressive strength of 13 ± 5 psi at 10 percent deformation when tested under ASTM D1621.

If authorized, you may substitute an alternative block-out material that complies with the compressive strength requirements of the expanded polystyrene foam.

83-2.01B(2)(d) Backfill Material

Backfill material must be Class 2 aggregate base complying with section 26.

83-2.01B(3) Construction

83-2.01B(3)(a) General

Not Used

83-2.01B(3)(b) Clearing

Clear areas to receive minor concrete vegetation control of vegetation, trash, and debris. Dispose of the removed material.

83-2.01B(3)(c) Earthwork

Excavate or backfill areas to receive minor concrete vegetation control.

If the minor concrete vegetation control abuts the existing surfacing, and the edge of the existing surfacing is not on a neat line, cut the surfacing on a neat line to a minimum depth of 2 inches before removing the surfacing.

Perform grading so that the finished elevation of the minor concrete vegetation control maintains the existing or planned flow lines, slope gradients, contours, and existing surfacing.

Grade the areas to receive minor concrete vegetation control to a smooth, uniform surface and compact to a relative compaction of at least 90 percent.

83-2.01B(3)(d) Block Outs

For block-out material supplied in more than 1 piece, tape the pieces together to make a smooth surface on the top and sides.

Ensure that the block-out material does not move during concrete placement.

83-2.01B(3)(e) Forming

Forming must comply with section 73-1.03C.

Leave forms in place for at least 12 hours after surface finishing.

83-2.01B(3)(f) Minor Concrete

Strike off and compact the minor concrete until a layer of mortar is brought to the surface. Match the finished grade to the adjacent section of minor concrete vegetation control, pavement, shoulder, or existing grade.

Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool.

If the curing compound method is used for colored concrete, use curing compound no. 6.

83-2.01B(3)(g) Backfill Material

Backfill material required for minor concrete vegetation control under existing guardrail or barrier is change order work. Excavate or backfill areas to receive vegetation control.

83-2.01B(4) Payment

Not Used

Add to section 83-2.02A(1):

All exposed surfaces of the Midwest Guardrail System must be painted white. Prepare and paint the timber per section 78-4.02. Prepare and paint the steel parts per section 59-3. Do not chemically treat the galvanized surfaces before cleaning and painting.

Replace item 1 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

1. Wood line posts

Replace item 2 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

2. Wood blocks for line posts

Replace section 83-2.02D with:

83-2.02D Payment

Except for midwest guardrail systems located within the pay limits of (1) a terminal system, (2) a transition railing, (3) an end anchor assembly, (4) a buried post end anchor, or (5) a railing tensioning assembly, the payment quantity for midwest guardrail system is the length measured along the face of the rail element from end post to end post of the completed railing. The point of measurement at the end post is the center of the bolt attaching the rail element to the end post. If midwest guardrail system is connected to a structure, barrier, wall, or abutment, the point of measurement is the midpoint between the 2 bolts attaching the rail element to the structure, barrier, wall, or abutment.

Buried post end anchor Type B-F includes excavation, backfill, and grading as shown and includes the anchor post, rail elements, line posts, and hardware, for 50 feet of MGS.

Buried post end anchor Type B-S includes excavation, backfill, and grading as shown, and includes the anchor post, rail elements, line posts, including longer posts if needed to maintain post embedment at rub rail, and hardware, for 50 feet of MGS. Rub rail elements will be paid as additional length of MGS.

Rub rail will be measured from the center of the first post connected to the rub rail to the center of the last post connected to the rub rail.

The payment quantity for double midwest guardrail system is the length measured from end post to end post along the center line of the guardrail.

Replace section 83-2.04B with:

83-2.04B Alternative In-Line Terminal Systems

83-2.04B(1) General

83-2.04B(1)(a) Summary

Section 83-2.04B includes specifications for constructing Type CAT terminal systems.

83-2.04B(1)(b) Definitions

Not Used

83-2.04B(1)(c) Submittals

Submit a certificate of compliance for **Alternative In-Line** terminal systems.

83-2.04B(1)(d) Quality Assurance

Not Used

83-2.04B(2) Materials

In-line terminal systems must be on the Department Authorized Material List or be an approved equal, must meet MASH TL-4 standards, and must comply with the details shown in the plans.

83-2.04B(3) Construction

Install Alternative In-Line terminal systems under the manufacturer's instructions.

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5.

Install Type P(CA) retroreflective material on impact heads of in-line terminal systems.

83-2.04B(4) Payment

Payment for Type P(CA) retroreflective material placed on impact heads of terminal systems is included in the payment for the in-line terminal systems.

Add to section 83-3.01A:

Paint all exposed barrier surfaces white. Coating must comply with section 78-4.03

Add to section 83-11.02A(1):

Existing railing and posts contain lead paint. Removal must comply with the Lead Compliance Plan.

AA

84 MARKINGS

Replace the 4th paragraph of section 84-2.02B with:

High-performance glass beads must be Visibead or equivalent.

Replace the 4th paragraph of section 84-9.03A with:

The removal of traffic stripes and pavement markings must result in complete removal to the extent that changing light conditions and/or wet pavement conditions must not produce an image of the removed device. You must extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground or sandblasted areas on asphalt concrete pavement.

Replace section 84-9.03B with:

84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

Replace the 1st paragraph of section 84-9.04 with:

The payment quantity for remove traffic stripe is the measured length multiplied by:

1. 1 for single 4-inch-wide traffic stripe
2. 1.5 for single 6-inch-wide traffic stripe
3. 2 for single 8-inch-wide traffic stripe
4. 2 for double traffic stripe

DIVISION XI MATERIALS

90 CONCRETE

Add to section 90-1.02H:

For concrete at Cerro Ditch Bridge, Bridge No. 54C0811, the cementitious material must be composed of one of the following, by weight:

1. 20 percent natural pozzolan or fly ash with a CaO content of up to 10 percent, 5 percent silica fume, and 75 percent portland cement or Type IL cement
2. 12 percent silica fume, metakaolin, or UFFA, and 88 percent portland cement or Type IL cement
3. 50 percent GGBFS and 50 percent portland cement or Type IL cement

*Permits and Agreements
(Brown Pages)*

inserted here

NOT FOR BID

Attachment A

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

CEQA Exemption NOE

NEPA Categorically Exclusion

Caltrans Encroachment Permit

NOT FOR BID

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

Environmental Permits

Permit	Agency
EPIMS-SBR-50818-R6	California Department of Fish and Wildlife – Inland Deserts Region
WDID 7A363062001	Regional Water Quality Control Board – Colorado River Basin



Environmental Commitments Record (ECR)

DIST-CO-RTE: DISTRICT 8 – SBD – 66/NTH **PM/PM:** N/A **EA/ Federal-Aid Project Number/Project ID.:** BRLS-5954(142,147,149-156)

Project Description: Replace 10 bridges along National Trails Highway in and near the unincorporated communities of Amboy and Essex in San Bernardino County.

Date (Last modification): 2024-12-11

Environmental Planner: **Phone No.:**

Construction Liaison: **Phone No.:**

Resident Engineer: **Phone No.:**

Instructions / Notes (remove prior to finalizing):

- Enter the EA/Project ID and Federal-Aid Project Number (if applicable) in the footer and the project title in the header beginning on page 2.
- Enter information in the following tables as appropriate for the project. If additional rows are needed, copy and paste in new rows.
- In the “Task and Brief Description” column, it is recommended to list the resource and number the task (e.g., BIO-1, CUL-3, HAZ-5, Visual-4, etc.).
- In the Source column, identify the page number(s) from the environmental document, or resource agency decision document, permit, or mitigation plan, where the commitment is most thoroughly described and identified. Update as the commitment definition is refined.
- In the “Included in the PS&E package” column, select “yes” if the task should be (or has been) included in the PS&E package. Identify the appropriate SSP or NSSP in the Action to Comply Column.
- In the “Action to Comply” column, describe the action that must be taken by the responsible party in order to comply with the commitment (e.g. establish an ESA, include delineation on the Plans).
- If an MND or EIR was prepared, select “yes” in the “Mitigation for Significant Impacts Under CEQA?” column for those measures that were proposed specifically to address a significant impact under CEQA.
- Upon completion of the PA&ED phase, the ECR will be used by the Project Team as a detailed reference throughout all project phases (Final Design and Construction), both to identify and track commitments and to locate the most current, detailed source of information. This is a living document that should be updated as commitments are made and completed through each key milestone (and potential phases of a project).

PERMITS

Permit	Agency	Application Submitted	Permit Received	Permit Expiration	Permit Requirement Completed by:	Permit Requirement Completed on:	Comments
EPIMS-SBR-50818-R6	California Department of Fish and Wildlife – Inland Deserts Region	05-08-2024	08-29-2024	12-31-2030	San Bernardino County	Enter date	Per CDFW letter provided via email on August 29, 2024: “The California Department of Fish and Wildlife (CDFW) had until August 15, 2024, to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. CDFW did not meet that date. As a result, by law, you may now proceed with the project described in your notification without an Agreement.”
WDID 7A363062001	Regional Water Quality Control Board – Colorado River Basin	06-17-2024	11-12-2024	Not Stated.	San Bernardino County	Enter date	Enter comments
Enter permit	Enter agency	Enter date	Enter date	Enter date	Enter Name	Enter date	Enter comments
Enter permit	Enter agency	Enter date	Enter date	Enter date	Enter Name	Enter date	Enter comments
Enter permit	Enter agency	Enter date	Enter date	Enter date	Enter Name	Enter date	Enter comments
Enter permit	Enter agency	Enter date	Enter date	Enter date	Enter Name	Enter date	Enter comments

ENVIRONMENTAL COMMITMENTS

PA&ED

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Cultural Resources	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 County for dissemination to San Manuel Band of Mission Indians. The County shall, in good faith, consult with San Manuel Band of Mission Indians throughout the life of the Project.	EIR/EA pg 120	Select a response	County	Send documentation.	Enter date	Enter Name	Enter date	Enter remarks	No

PS&E/BEFORE RTL

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	BIO-29: Placement and construction of rock slope protection will require the interstitial spaces within the rock slope protection to be filled with substrate to prevent trapping of desert tortoise.	EIR/EA pg 83	Select a response	County	Include in PS&E	Enter date	Enter Name	Enter date	Enter remarks	No
Cultural Resources	CUL-3a: Architectural Treatment of Bridge Railings on 10 New Bridges. County shall direct the contractor to apply treatments for historical railing design considerations as depicted in MOA Attachment 3 to the replaced bridge railings on all 10 NTH/Route 66 replacement bridges. Attachment 3 depicts railings designs for replacement bridge projects on the NTH/Route 66 which were previously approved by Caltrans. Consistency of treatments with this measure, and any future revisions to the treatments, will be determined through review of project plans by Caltrans. County shall submit the design plans and specifications for the Undertaking to District 8 Cultural Studies prior to the commencement of construction and request review by a Caltrans Professionally Qualified Staff Principal Architectural Historian. Following Caltrans approval, the SHPO shall also be afforded the opportunity to review the design plans and specifications for a 30-day review period.	EIR/EA pg 44	Select a response	County	Include in PS&E	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3b: SOIS Action Plan. An Action Plan for compliance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) (SOIS Action Plan) was approved by Caltrans to avoid adverse effects to the late 1950s Paddleboards (metal postmile markers) located at four of the 10 bridges (Bristol Ditch Bridge, Cerulia Ditch Bridge, Terra Ditch Bridge, and Leith Ditch Bridge) and 9 C-Markers located at six bridges (Larissa Ditch Bridge, Cerulia Ditch Bridge, Terra Ditch Bridge, Cerro Ditch Bridge, Adena Ditch Bridge, and Gordo Ditch Bridge) pursuant to the FHWA/Caltrans Section 106 PA Stipulation X.B.1.b. Caltrans shall ensure the SOIS Action Plan, included as MOA Attachment 4, is implemented by the	EIR/EA pg 44	Select a response	County	Include in PS&E	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	Responsible Parties identified in the plan at the milestones specified therein. In general, the SOIS Action Plan involves temporarily removing the C-Markers and Late 1950s Paddleboards prior to construction, storing them in protective materials during construction, and reinstalling them following construction. The Late 1950s Paddleboards will be rehabilitated in accordance with the SOIS standards through paint refurbishment to better match the original coloration.									
Cultural Resources	CUL-3c: Construction Monitoring. County shall prepare a construction monitoring plan and conduct periodic monitoring of construction activities to ensure the project is conducted in a manner that meets the stipulations outlined in the MOA. The monitoring plan and its ongoing status will be included in the annual reports submitted pursuant to MOA Stipulation IV.F. Caltrans shall ensure that the construction monitoring plan is implemented. Within three months following the completion of construction and prior to the expiration of the MOA, a monitoring report shall be prepared and submitted to the SHPO to document project completion and compliance with the treatment of Historic Properties outlined in the MOA. The monitoring report may be combined with the final annual report prepared for the Undertaking pursuant to MOA Stipulation IV.F. The monitor shall meet the appropriate professional qualifications standards in accordance with MOA Stipulation IV.A.3.	EIR/EA pg 45	Select a response	County	Include in PS&E	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3d: National Register of Historic Places (NRHP) Nomination. Caltrans shall ensure that the County has prepared an NRHP Nomination form for the entire 111-mile long NTH/Route 66 segment between Daggett and the Mountain Springs Road exit for submittal to the California SHPO for review by the State Historical Resources Commission, prior to the 2024 Annual Report prepared for the MOA.	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3e: Interpretive Website. The County will develop a website to share historic and other Route 66 road-related information for the benefit of the general public. Information to be included on the website is detailed in the website outline, included as Attachment 5 to the MOA. The final content of the website to be created as part of the MOA will be determined through consultation with the Caltrans District 8 cultural staff and the interested consulting parties and will be focused on the segment of the NTH/Route 66 between Daggett and the Mountain Springs Road exit, with an emphasis on information specific to parts of the NTH/Route 66 within the Project's APE, if available. The website shall be	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	maintained by the County and accessible to the public for their use, information, and enjoyment. The County shall commence development of the website prior to the 2024 Annual Report prepared for the MOA and shall publish the website prior to the 2027 Annual Report.									
Hazardous Waste	HAZ-1: It is anticipated that yellow pavement striping will be removed since it is present over each bridge along NTH. Removal of yellow striping and pavement marking materials would be performed in accordance with latest Caltrans Standard Special Provision for REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS. If yellow striping is removed in conjunction with the existing pavement, the paint striping can be considered non-hazardous material and a provision for handling the paint is not required.	EIR/EA pg 56	Select a response	County	Include in PS&E.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Hazardous Waste	HAZ-2: Lead-based paint is presumed to be present within the bridge barriers. The contractor shall ensure lead-based paint is properly managed and removed from the Project site in accordance with the latest Caltrans Standard Special Provision for DISTURBANCE OF EXISTING PAINT SYSTEMS ON BRIDGES.	EIR/EA pg 57	Select a response	County	Include in PS&E.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Hazardous Waste	HAZ-3: Treated wood along bridge deck barriers and supports underneath each bridge contain chemicals, e.g., creosote, which pose a risk to human health and the environment and must be handled in accordance with CCR, Title 22, Division 4.5 implemented by the Department of Toxic Substances Control (DTSC). Section 14-11.14 provides guidelines on handling, storing, transporting, and disposing of Treated Wood Waste (TWW). Caltrans follows the regulations adopted by DTSC regarding TWW, which may be handled as a regulated solid waste and disposed of in a State Water Resources Control Board certified solid waste landfill. The contractor shall ensure that removal of TWW would be performed in accordance with the latest Caltrans Standard Special Provision for TREATED WOOD WASTE.	EIR/EA pg 57	Select a response	County	Include in PS&E.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Other	TRA-1: A Traffic Management Plan would be prepared prior to construction and be implemented during construction of the Project to reduce disruption of traffic patterns. Public information and awareness campaigns, motorist information strategies, and incident management strategies would alert the	EIR/EA pg 19	Select a response	County	Include in PS&E.	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	public of the temporary construction shoo-fly detours and the Project.									
Permits	WDID Condition XII.F.6 The Permittee shall submit a signed copy of the Department of Fish and Wildlife's lake and streambed alteration agreement to the Colorado River Basin Water Board immediately upon execution and prior to any discharge to waters of the state. <i>Please note that CDFW did not issue an Agreement but provided a letter acknowledging the project may proceed as described in the application submitted to CDFW.</i>	WDID 7A363062001 Condition XII.F.6	Select a response	County	Submit Operational Law Letter to RWQCB	Enter date	Enter Name	Enter date	Enter remarks	No

ROW/PURCHASING

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Cultural Resources	CUL-3d: National Register of Historic Places (NRHP) Nomination. Caltrans shall ensure that the County has prepared an NRHP Nomination form for the entire 111-mile long NTH/Route 66 segment between Daggett and the Mountain Springs Road exit for submittal to the California SHPO for review by the State Historical Resources Commission, prior to the 2024 Annual Report prepared for the MOA.	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3e: Interpretive Website. The County will develop a website to share historic and other Route 66 road-related information for the benefit of the general public. Information to be included on the website is detailed in the website outline, included as Attachment 5 to the MOA. The final content of the website to be created as part of the MOA will be determined through consultation with the Caltrans District 8 cultural staff and the interested consulting parties and will be focused on the segment of the NTH/Route 66 between Daggett and the Mountain Springs Road exit, with an emphasis on information specific to parts of the NTH/Route 66 within the Project's APE, if available. The website shall be maintained by the County and accessible to the public for their use, information, and enjoyment. The County shall commence development of the website prior to the 2024 Annual Report prepared for the MOA and shall publish the website prior to the 2027 Annual Report.	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.H.1.a Mitigation The Permittee will provide compensatory mitigation for the authorized permanent impact to 0.22 acres of waters of the state by purchasing preservation credits from the Black Mountain Conservation Bank.	WDID 7A363062001 Condition XII.H.1.a	Select a response	County	Purchase credits.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.H.1.b	WDID 7A363062001	Select a response	County	Purchase credits.	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?																
	<p>Mitigation</p> <p>Total required, Project-compensatory mitigation information for permanent physical loss of area is summarized in Table 4:</p> <table><caption>Table 4: Required Project Compensatory Mitigation for Permanent Impacts</caption><tr><th>Aquatic Res. Type</th><th>Comp. Mit. Type⁷</th><th>Est.⁸</th><th>Re-est.</th><th>Reh.</th><th>Enh.</th><th>Pres.</th><th>Unknown</th></tr><tr><td>Stream Channel</td><td>PR</td><td>---</td><td>---</td><td>---</td><td>---</td><td>0.22 acres</td><td>---</td></tr></table>	Aquatic Res. Type	Comp. Mit. Type ⁷	Est. ⁸	Re-est.	Reh.	Enh.	Pres.	Unknown	Stream Channel	PR	---	---	---	---	0.22 acres	---	Condition XII.H.1.b								
Aquatic Res. Type	Comp. Mit. Type ⁷	Est. ⁸	Re-est.	Reh.	Enh.	Pres.	Unknown																			
Stream Channel	PR	---	---	---	---	0.22 acres	---																			
Permits	<p>WDID Condition XII.H.2.a</p> <p>Mitigation</p> <p>A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Colorado River Basin Water Board within 90 days of authorized impacts.</p> <p>The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Colorado River Basin Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.</p>	WDID 7A363062001 Condition XII.H.2.a	Select a response	County	Purchase credits and provide proof to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes																

PRE-CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	BIO-9: Environmental awareness training shall be conducted prior to the onset of project work for all construction personnel discussing the special status plant and wildlife species with the potential to occur in the BSA. The training will also discuss how to proceed if there are any encounters of special status species within the work area, as well as measures and BMPs that will be implemented to avoid impacts to such species.	EIR/EA pg 70	Select a response	Biologist	Provide biological training.	Enter date	Enter Name	Enter date	Enter remarks	No
Biology	BIO-10: During the ideal blooming period prior to the beginning of construction activities, a rare plant survey will be conducted by an authorized biologist. If individuals or populations of rare plants are observed within the BSA during this survey, the area around the rare plant will be marked with high-visibility Environmentally Sensitive Area (ESA) fencing. project activities will not be permitted to encroach upon the fencing and vegetation removal will not be authorized within the boundaries of said fencing.	EIR/EA pg 70	Select a response	Biologist and Contractor	Conduct rare plant surveys and if ESA is required, contractor installs fencing and does not enter ESA.	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

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Biology	BIO-14: Approximately 2-4 weeks in advance of construction activities, a focused survey for desert tortoises and their burrows within the Project area shall occur by the authorized biologist. Survey methodology shall assure 100% visual coverage of the survey area. Additionally, within 24 hours of the start of soil disturbance, another focused preconstruction clearance survey for desert tortoise will be conducted by the authorized biologist. The focused desert tortoise survey shall not be combined with other surveys conducted for other species while using the same personnel. If a tortoise or tortoise sign is found in the impact areas or within the immediate vicinity during either preconstruction survey, USFWS and CDFW shall be contacted immediately and the tortoise shall be allowed to move outside the construction area/exclusionary area on their own before the Project can commence installation of exclusionary fencing, on-site construction preparation activities, or any construction activities.	EIR/EA pg 82	Select a response	Biologist	Conduct desert tortoise surveys.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-24: The construction contractor shall avoid removing any vegetation or performing structure demolition during the nesting bird season (February 15-August 31). If either of these activities must occur within the nesting season, a pre-construction nesting bird survey, which includes the burrowing owl, must be conducted no more than 3 days prior to the activity commencing. Survey methodology shall assure 100% visual coverage of the survey area and will follow current accepted species survey methodology. Structure demolition or vegetation removal must occur within 3 days from the nesting bird survey. A no-disturbance buffer will be established around any active nest of migratory birds and raptor species. Standard no-disturbance buffers of 100 feet for migratory birds and 300 feet for raptor species may be altered at the discretion of the Project biologist, based on species, location of the nest, and the biologist's expertise. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the Project biologist and in coordination with the County) in the buffer area until a qualified biologist determines the young have fledged. Should burrowing owl, active burrowing owl burrows, or sign thereof be identified within the survey, the County and Project biologist will notify and coordinate with CDFW to determine if a plan is required to avoid, minimize, and/or mitigate any potential impacts. The contractor shall not commence activities until approved by the qualified biologist.	EIR/EA pg 76	Select a response	Biologist	Conduct nesting bird survey.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-25: Prior to construction, a qualified biologist must conduct a focused bat survey on the existing bridge structures. If a maternity colony is found within the Project area, a qualified bat biologist shall prepare a bat eviction plan in order to evict bats during the appropriate non-pupping season, from September 1 to October 15 or March 15 to April 15. If no maternity colony or potential maternity colony is identified, work may proceed as scheduled and no additional considerations for bat species are required.	EIR/EA pg 77	Select a response	Biologist	Conduct bat survey.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-30: A qualified biologist must conduct a desert kit fox survey no more than 14 days and no less than 3 days prior to the initiation of construction ground disturbing activities. Survey methodology shall follow current species survey protocol to attain complete visual coverage within the Project area and a 200-foot-wide buffer. If potential dens are located, they shall be monitored by an authorized project biologist. Trail cameras may be used to assist with observation but shall not be the sole basis upon which the status is determined. The Project biologist shall notify CDFW of the survey results and provide a determination on whether active dens can be avoided and buffered from Project activities to prevent disturbance of the den. Should active dens be present within the Project area that cannot be avoided with an adequate buffer, and construction cannot be rescheduled at that location, the project biologist shall contact CDFW to determine if monitoring or	EIR/EA pg 77	Select a response	Biologist	Conduct Desert Kit Fox survey.	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

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	relocation is required. If required, a monitoring and relocation plan will be submitted for CDFW's review and approval. No disturbance or relocation of active dens may take place when juveniles may be present and dependent on parental care. The project biologist shall block off inactive dens within the buffer zone with rocks and sticks to discourage use during Project activities and remove when construction is complete. The Project biologist shall periodically check the inactive burrows remain blocked and are not reoccupied.									
Cultural Resources	CUL-3a: Architectural Treatment of Bridge Railings on 10 New Bridges. County shall direct the contractor to apply treatments for historical railing design considerations as depicted in MOA Attachment 3 to the replaced bridge railings on all 10 NTH/Route 66 replacement bridges. Attachment 3 depicts railings designs for replacement bridge projects on the NTH/Route 66 which were previously approved by Caltrans. Consistency of treatments with this measure, and any future revisions to the treatments, will be determined through review of project plans by Caltrans. County shall submit the design plans and specifications for the Undertaking to District 8 Cultural Studies prior to the commencement of construction and request review by a Caltrans Professionally Qualified Staff Principal Architectural Historian. Following Caltrans approval, the SHPO shall also be afforded the opportunity to review the design plans and specifications for a 30-day review period.	EIR/EA pg 44	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3b: SOIS Action Plan. An Action Plan for compliance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) (SOIS Action Plan) was approved by Caltrans to avoid adverse effects to the late 1950s Paddleboards (metal postmile markers) located at four of the 10 bridges (Bristol Ditch Bridge, Cerulia Ditch Bridge, Terra Ditch Bridge, and Leith Ditch Bridge) and 9 C-Markers located at six bridges (Larissa Ditch Bridge, Cerulia Ditch Bridge, Terra Ditch Bridge, Cerro Ditch Bridge, Adena Ditch Bridge, and Gordo Ditch Bridge) pursuant to the FHWA/Caltrans Section 106 PA Stipulation X.B.1.b. Caltrans shall ensure the SOIS Action Plan, included as MOA Attachment 4, is implemented by the Responsible Parties identified in the plan at the milestones specified therein. In general, the SOIS Action Plan involves temporarily removing the C-Markers and Late 1950s Paddleboards prior to construction, storing them in protective materials during construction, and reinstalling them following construction. The Late 1950s Paddleboards will be rehabilitated in accordance with the SOIS standards through paint refurbishment to better match the original coloration.	EIR/EA pg 44	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3c: Construction Monitoring. County shall prepare a construction monitoring plan and conduct periodic monitoring of construction activities to ensure the project is conducted in a manner that meets the stipulations outlined in the MOA. The monitoring plan and its ongoing status will be included in the annual reports submitted pursuant to MOA Stipulation IV.F. Caltrans shall ensure that the construction monitoring plan is implemented. Within three months following the completion of construction and prior to the expiration of the MOA, a monitoring report shall be prepared and submitted to the SHPO to document project completion and compliance with the treatment of Historic Properties outlined in the MOA. The monitoring report may be combined with the final annual report prepared for the Undertaking pursuant to MOA Stipulation IV.F. The monitor shall meet the appropriate professional qualifications standards in accordance with MOA Stipulation IV.A.3.	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3d: National Register of Historic Places (NRHP) Nomination. Caltrans shall ensure that the County has prepared an NRHP Nomination form for the entire 111-mile long NTH/Route 66 segment between Daggett and the Mountain Springs Road exit for	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	submittal to the California SHPO for review by the State Historical Resources Commission, prior to the 2024 Annual Report prepared for the MOA.									
Cultural Resources	CUL-3e: Interpretive Website. The County will develop a website to share historic and other Route 66 road-related information for the benefit of the general public. Information to be included on the website is detailed in the website outline, included as Attachment 5 to the MOA. The final content of the website to be created as part of the MOA will be determined through consultation with the Caltrans District 8 cultural staff and the interested consulting parties and will be focused on the segment of the NTH/Route 66 between Daggett and the Mountain Springs Road exit, with an emphasis on information specific to parts of the NTH/Route 66 within the Project's APE, if available. The website shall be maintained by the County and accessible to the public for their use, information, and enjoyment. The County shall commence development of the website prior to the 2024 Annual Report prepared for the MOA and shall publish the website prior to the 2027 Annual Report.	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Other	TRA-1: A Traffic Management Plan would be prepared prior to construction and be implemented during construction of the Project to reduce disruption of traffic patterns. Public information and awareness campaigns, motorist information strategies, and incident management strategies would alert the public of the temporary construction shoo-fly detours and the Project.	EIR/EA pg 19	Select a response	Contractor	Draft Traffic Management Plan	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.B.2.A Commencement of Construction The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to the start of initial ground disturbance activities.	WDID 7A363062001 Condition XII.B.2.A	Select a response	County	Submit notification to RWQCB	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.C.3 In Water Work or Diversions For projects involving planned work in water or stream diversions, a water quality monitoring plan shall be submitted to Colorado River Basin Water Board staff for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan. Sampling shall be conducted in accordance with Table 2 sampling parameters, and work in water or stream diversionary discharge(s) to waters of the state shall conform to the following water quality standards* at a minimum.	WDID 7A363062001 Condition XII.C.3	Select a response	County sends notification. Contractor develops plan and conducts sampling/monitoring.	Submit notification to RWQCB	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?																													
	<p>Table 2: Sample Type, Frequency, and Water Quality Objectives</p> <table><tr><th>Parameter</th><th>Unit of Measurement</th><th>Type of Sample</th><th>Minimum Frequency</th><th>Water Quality Objective</th></tr><tr><td>Oil and Grease</td><td>N/A</td><td>Visual</td><td>Continuous</td><td>25 mg/L</td></tr><tr><td>Dissolved Oxygen</td><td>mg/L and % saturation</td><td>Grab</td><td>Every 4 hours</td><td>≥ 5 mg/L</td></tr><tr><td>pH</td><td>Standard Units</td><td>Grab</td><td>Every 4 hours</td><td>6 - 9</td></tr><tr><td>Turbidity</td><td>NTU</td><td>Grab</td><td>Every 4 hours</td><td>Narrative⁵</td></tr><tr><td>Temperature</td><td>°F (or as °C)</td><td>Grab</td><td>Every 4 hours</td><td>Narrative⁶</td></tr></table> <p>⁴ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations part 136; where no methods are specified for a given pollutant, the method shall be approved by Colorado River Basin Water Board's Executive Officer. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.</p> <p>⁵ Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses.</p> <p>⁶ The natural receiving water temperature of surface waters shall not be altered by discharges of waste unless it can be demonstrated to the satisfaction of the Regional Water Board that such alteration in temperature does not adversely affect beneficial uses.</p>	Parameter	Unit of Measurement	Type of Sample	Minimum Frequency	Water Quality Objective	Oil and Grease	N/A	Visual	Continuous	25 mg/L	Dissolved Oxygen	mg/L and % saturation	Grab	Every 4 hours	≥ 5 mg/L	pH	Standard Units	Grab	Every 4 hours	6 - 9	Turbidity	NTU	Grab	Every 4 hours	Narrative ⁵	Temperature	°F (or as °C)	Grab	Every 4 hours	Narrative ⁶								
Parameter	Unit of Measurement	Type of Sample	Minimum Frequency	Water Quality Objective																																			
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Temperature	°F (or as °C)	Grab	Every 4 hours	Narrative ⁶																																			
Permits	<p>WDID Condition XII.G.13</p> <p>Stormwater</p> <p>The Permittee shall develop and implement a Stormwater Pollution Prevention Plan (SWPPP) that complies with the requirements of the State Water Board's Construction General Permit.</p>	WDID 7A363062001 Condition XII.G.13	Select a response	Contractor	Develop SWPPP	Enter date	Enter Name	Enter date	Enter remarks	Yes																													

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	BIO-1: Best Management Practices (BMPs): <ul style="list-style-type: none"> Disturbed soils would be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events. Disturbed soils would be stabilized, through watering or other measures, to prevent the movement of dust at the Project site caused by wind and construction activities such as traffic and grading activities. All concrete curing activities would be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly. All construction materials, vehicles, stockpiles, and staging areas would be situated outside of ephemeral ditches as feasible. All stockpiles would be covered, as feasible. All erosion control measures and storm water control measures would be properly maintained until final grading has been completed and permanent erosion control measures have been implemented. All disturbed areas would be restored to pre-construction contours so that hydrologic function of the ephemeral ditches is not permanently impacted. All construction materials would be hauled off-site after completion of construction. 	EIR/EA pg 59	Select a response	Contractor	Implement BMPs	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-2: Refueling or maintenance of equipment shall not be permitted to occur within the ephemeral ditches at the Project site. Refueling and maintenance shall occur on the existing paved roadways rather than within natural communities when feasible. When refueling and maintenance activities occurs in natural communities, plastic sheeting or other secondary containment measures will be used to capture accidental spills before they can contaminate the soil. Secondary containment must have a raised edge (e.g., sheeting wrapped around wattles).	EIR/EA pg 60	Select a response	Contractor	No refueling/maintenance in ditches. Utilize secondary containment.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-3: Equipment will be checked daily for leaks and will be well maintained to prevent lubricants and any other deleterious materials from entering natural environments.	EIR/EA pg 60	Select a response	Contractor	Check equipment daily.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-4: A chemical spill kit must be kept onsite and available for use in the event of a spill.	EIR/EA pg 60	Select a response	Contractor	Keep chemical spill kit onsite and use on spills.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-5: Secondary containment consisting of plastic sheeting or other impermeable sheeting shall be installed underneath all equipment/materials located in a natural area (ephemeral ditch or creosote bush scrub habitat) as needed to prevent petroleum products or other chemicals from contaminating the soil or from spilling directly into ephemeral ditches. Secondary containment must have a raised edge (e.g., sheeting wrapped around wattles).	EIR/EA pg 60	Select a response	Contractor	Implement secondary containment system to prevent contaminating soils and ephemeral ditches.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-6: Project activities will not occur during any periods of precipitation or surface water flow in the ephemeral ditches within the BSA. In the Mojave Desert, this is most likely to occur between November and April, and during the summer monsoon season from July to September. When precipitation is occurring or surface water is flowing, Project work within the ephemeral ditch channels will be halted in order to minimize disturbance to	EIR/EA pg 60	Select a response	Contractor	Restrict activities during precipitation or surface water flow.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	aquatic resources and desert wildlife, which is most active during this critical time when water is available.									
Biology	BIO-7: Following the completion of project activities, areas that have been disturbed by project activities within the BSA will be re-graded to pre-construction conditions. Specifically, the sandy ephemeral ditches that flow under the existing bridges will be re-graded so that natural water flow would be allowed to return through the Project area following the next precipitation event.	EIR/EA pg 84	Select a response	Contractor	Return temporarily disturbed areas to preconstruction conditions.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-8: Following construction, soil within impact areas will be decompacted and a seed mix of locally native desert shrubs will be applied to natural areas disturbed by construction activities in order to kick start the site's natural cycle of plant recruitment.	EIR/EA pg 60	Select a response	Contractor	Decompact soils and apply a seed mix of locally native desert shrubs to natural areas disturbed by construction activities	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-10: During the ideal blooming period prior to the beginning of construction activities, a rare plant survey will be conducted by an authorized biologist. If individuals or populations of rare plants are observed within the BSA during this survey, the area around the rare plant will be marked with high-visibility Environmentally Sensitive Area (ESA) fencing. project activities will not be permitted to encroach upon the fencing and vegetation removal will not be authorized within the boundaries of said fencing.	EIR/EA pg 70	Select a response	Biologist and Contractor	Conduct Biological survey and if ESA is required, contractor installs fencing and does not enter ESA.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-11: All vegetation removal will be minimized to the greatest extent feasible. When possible, vegetation removal will be accomplished with the use of hand tools. Trees and shrubs shall be trimmed rather than removed unless absolutely necessary for project activities.	EIR/EA pg 70	Select a response	Contractor	Minimize vegetation removal.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-12: If desert bighorn sheep are observed within the Project area, work will be halted until the individual(s) have left the Project area. Construction personnel is not authorized to come into direct contact with desert bighorn sheep. The species must be allowed to move throughout the Project area undisturbed by humans, vehicles, or construction machinery.	EIR/EA pg 76	Select a response	Contractor	Halt work until bighorn sheep leave Project area.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-13: An authorized project biologist, approved by CDFW and USFWS, will monitor all ground disturbing activities at the Project site which may cause take of the desert tortoise. The authorized biologist will also oversee the implementation of all avoidance and minimization measures put in place to protect the desert tortoise.	EIR/EA pg 82	Select a response	Biologist	Monitor initial ground disturbing activities.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-15: Construction impact areas shall be staked in order to contain construction activities within the Project boundaries. These areas shall be marked with temporary desert tortoise exclusion fencing marked with high visibility flagging. The desert tortoise fencing must be in compliance with the standards outlined in the 2009 <i>USFWS Desert Tortoise (Mojave Population) Field Manual</i> . The desert tortoise exclusion fencing ESAs shall be delineated in coordination with the authorized project biologist.	EIR/EA pg 82	Select a response	Contractor	Stake limits of construction and desert tortoise exclusion fencing.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-16: Desert tortoise exclusion fencing will be inspected twice daily (once before construction activities begin and once after construction activities have ceased for the day during ground disturbing activities at the project site which may cause take of desert tortoise) and immediately after precipitation events during project activities by the authorized project biologist or trained personnel and repaired as needed. Repairs must occur within two days. Any debris that accumulates along the fence should be removed as the fence is inspected.	EIR/EA pg 82	Select a response	Biologist	Inspect desert tortoise exclusion fencing.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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Biology	BIO-17: The Project biologist shall monitor all ground disturbing activities which may cause take of the desert tortoise. Should a desert tortoise be found within the Project limits, construction activities shall cease and the USFWS and CDFW shall be contacted within 12 hours. The tortoise shall be allowed to leave the Project area limits on its own volition. Construction may only recommence at the Project biologist's authority and once the desert tortoise is outside of project limits.	EIR/EA pg 83	Select a response	Biologist	Monitor all ground disturbing activities which may cause take of the desert tortoise.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-18: Project personnel shall carefully check under parked vehicles or equipment for desert tortoises before moving said vehicles or equipment. Should a desert tortoise be found, the protocol outlined in measure BIO-17 shall be followed.	EIR/EA pg 83	Select a response	Contractor	Inspect vehicles/equipment.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-19: Construction and maintenance vehicles shall not exceed 15 mph in tortoise habitat, which includes all natural communities within the BSA, during periods of higher tortoise activity, March 1 through November 1.	EIR/EA pg 83	Select a response	Contractor	Follow 15 mph between March 1 and November 1.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-20: Open trenches, auger holes, or other excavations that may act as pitfall traps shall be inspected prior to working in or around the excavation and prior to backfilling. Other excavations that remain open overnight shall be covered to prevent them from becoming pitfall traps. Any animals found within the excavations shall be relocated by the Project biologist. Should any listed or sensitive species be found within these excavations, the appropriate wildlife agency shall be contacted immediately, and subsequent action shall be performed under the direction of the lead wildlife agencies.	EIR/EA pg 83	Select a response	Biologist and Contractor	Inspect trenches, holes, and other excavations.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-21: Should a desert tortoise be injured as a result of project related activities; it shall be immediately taken to a CDFW approved rehabilitation facility by the authorized biologist. The CDFW approved rehabilitation facility in the vicinity of the Project area is the Big Bear Alpine Zoo (909) 584-1299. Any veterinarian bills for such injured tortoises shall be paid by San Bernardino County. The CDFW and USFWS shall be notified within 12 hours of the incident. Notification shall include the date, time, location, and circumstances of the incident.	EIR/EA pg 83	Select a response	Biologist	Take injured tortoise to rehabilitation facility.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-22: Should a desert tortoise be killed by project related activities or found dead within the construction area, remains shall be collected by the Project biologist and frozen as soon as possible. CDFW and USFWS shall be notified and a written report shall be sent within 12 hours of the incident. Notification shall include the date, time, location, and circumstances of the finding. The Project biologist will coordinate with both CDFW and the USFWS regarding direction on where to bring the frozen specimen.	EIR/EA pg 83	Select a response	Biologist	Report tortoise finding and freeze tortoise.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-23: Prior to the initial arrival at the first bridge of the Project site and prior to leaving at the completion of construction, equipment that may contain invasive plants and/or seeds will be cleaned to reduce the spreading of noxious weeds.	EIR/EA pg 70	Select a response	Contractor	Prevent spread of invasives.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-24: The construction contractor shall avoid removing any vegetation or performing structure demolition during the nesting bird season (February 15-August 31). If either of these activities must occur within the nesting season, a pre-construction nesting bird survey, which includes the burrowing owl, must be conducted no more than 3 days prior to the activity commencing. Survey methodology shall assure 100% visual coverage of the survey area and will follow current accepted species survey methodology. Structure demolition or vegetation removal must occur within 3 days from the nesting bird survey. A no-disturbance buffer will be established around any active nest of migratory birds and raptor species. Standard no-disturbance buffers of 100 feet for migratory birds and 300	EIR/EA pg 76	Select a response	Contractor and Biologist	If constructing between February 15 and August 31, conduct nesting bird survey prior to construction activities.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	<p>feet for raptor species may be altered at the discretion of the Project biologist, based on species, location of the nest, and the biologist's expertise. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the Project biologist and in coordination with the County) in the buffer area until a qualified biologist determines the young have fledged.</p> <p>Should burrowing owl, active burrowing owl burrows, or sign thereof be identified within the survey, the County and Project biologist will notify and coordinate with CDFW to determine if a plan is required to avoid, minimize, and/or mitigate any potential impacts. The contractor shall not commence activities until approved by the qualified biologist.</p>									
Biology	BIO-26: All construction crew members will allow wildlife enough time to escape initial clearing and grubbing activities. Where determined appropriate by the Project biologist, initial clearing and grubbing must be accomplished through the use of hand tools. If initial clearing and grubbing through the use of hand tools is not feasible, then heavy equipment may be used if operated at speeds less than 3 miles per hour.	EIR/EA pg 76	Select a response	Contractor and Biologist	<p>Allow wildlife to leave Project area on its own.</p> <p>Biologist to determine where hand tools or equipment can be used.</p>	Enter date	Enter Name	Enter date	Enter remarks	Yes
Biology	BIO-27: The contractor must dispose of all food-related trash in closed containers and must remove it from the Project area each day during construction. Construction personnel must not feed or attract wildlife to the Project area.	EIR/EA pg 77	Select a response	Contractor	Dispose of food trash in closed container and remove from Project each day.	Enter date	Enter Name	Enter date	Enter remarks	No
Biology	BIO-28: The contractor must not apply rodenticide or herbicide within the BSA during construction.	EIR/EA pg 77	Select a response	Contractor	No rodenticide or herbicide.	Enter date	Enter Name	Enter date	Enter remarks	No
Biology	BIO-29: Placement and construction of rock slope protection will require the interstitial spaces within the rock slope protection to be filled with substrate to prevent trapping of desert tortoise.	EIR/EA pg 83	Select a response	Contractor	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-1: If cultural materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.	EIR/EA pg 44	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-2: If human remains are discovered, California Health and Safety Code (H&SC), Section 7050.5 states that further disturbances and activities shall stop in any area or nearby area suspected to overlie remains, and the County Coroner contacted. If the remains are thought by the coroner to be Native American, the coroner will notify the NAHC, who, pursuant to PRC Section 5097.98, will then notify the Most Likely Descendent (MLD). At this time, the person who discovered the remains will contact District 8 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647 so that they may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.	EIR/EA pg 44	Select a response	Archaeologist and Caltrans	Halt work and assess discovery.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	CUL-3b: SOIS Action Plan. An Action Plan for compliance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR 67) (SOIS Action Plan) was approved by Caltrans to avoid adverse effects to the late 1950s Paddleboards (metal postmile markers) located at four of the 10 bridges (Bristol Ditch Bridge, Cerulia Ditch Bridge, Terra Ditch Bridge, and Leith Ditch Bridge) and 9 C-Markers located at six bridges (Larissa Ditch Bridge, Cerulia Ditch Bridge, Terra Ditch Bridge, Cerro Ditch Bridge, Adena Ditch Bridge, and Gordo Ditch Bridge) pursuant to the FHWA/Caltrans Section 106 PA Stipulation X.B.1.b. Caltrans shall ensure the SOIS Action Plan, included as MOA Attachment 4, is	EIR/EA pg 44	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	implemented by the Responsible Parties identified in the plan at the milestones specified therein. In general, the SOIS Action Plan involves temporarily removing the C-Markers and Late 1950s Paddleboards prior to construction, storing them in protective materials during construction, and reinstalling them following construction. The Late 1950s Paddleboards will be rehabilitated in accordance with the SOIS standards through paint refurbishment to better match the original coloration.									
Cultural Resources	CUL-3c: Construction Monitoring. County shall prepare a construction monitoring plan and conduct periodic monitoring of construction activities to ensure the project is conducted in a manner that meets the stipulations outlined in the MOA. The monitoring plan and its ongoing status will be included in the annual reports submitted pursuant to MOA Stipulation IV.F. Caltrans shall ensure that the construction monitoring plan is implemented. Within three months following the completion of construction and prior to the expiration of the MOA, a monitoring report shall be prepared and submitted to the SHPO to document project completion and compliance with the treatment of Historic Properties outlined in the MOA. The monitoring report may be combined with the final annual report prepared for the Undertaking pursuant to MOA Stipulation IV.F. The monitor shall meet the appropriate professional qualifications standards in accordance with MOA Stipulation IV.A.3.	EIR/EA pg 45	Select a response	County	Implement	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	TCR-1: The San Manuel Band of Mission Indians Cultural Resources Department shall be contacted should any indigenous cultural resources be discovered during Project implementation and be provided information regarding the nature of the discovery, so that the San Manuel Band of Mission Indians can provide input with regards to significance and treatment. If cultural resources are discovered which are considered historical resources and/or tribal cultural resources as defined under the California Environmental Quality Act, and avoidance cannot be ensured, a qualified archaeologist meeting the Secretary of Interior Professional Qualification Standards shall develop an Archaeological Monitoring and Treatment Plan in coordination with the County and Caltrans, as specified in CUL-3d. If the discovery involves indigenous resources, the Archaeological Monitoring and Treatment Plan shall allow for a monitor to be present that represents the San Manuel Band of Mission Indians for the remainder of the Project's ground disturbing activities in the area of the indigenous resource discovery, should the San Manuel Band of Mission Indians elect to place a monitor on-site. The drafts of the Archaeological Monitoring and Treatment Plan shall also be provided to San Manuel Band of Mission Indians Cultural Resources Department for review and comment. An archaeological monitor shall implement the Archaeological Monitoring and Treatment Plan accordingly and shall apply the plan to all subsequent cultural resource discoveries.	EIR/EA pg 120	Select a response	Archaeologist and Caltrans	Halt work and consult.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Cultural Resources	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 County for dissemination to San Manuel Band of Mission Indians. The County shall, in good faith, consult with San Manuel Band of Mission Indians throughout the life of the Project.	EIR/EA pg 120	Select a response	County	Send documentation.	Enter date	Enter Name	Enter date	Enter remarks	No
Paleontology	PAL-1: If unanticipated discoveries of paleontological resources occur during construction, all work within 50 feet of the discovery should be halted until the find has been evaluated by a qualified paleontologist.	EIR/EA pg 123	Select a response	Contractor and Paleontologist	Halt work and assess discovery.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Hazardous Waste	HAZ-1: It is anticipated that yellow pavement striping will be removed since it is present over each bridge along NTH. Removal of yellow striping and pavement marking materials would be performed in accordance with latest Caltrans Standard Special Provision for REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS. If yellow striping is removed in conjunction with the existing pavement, the paint striping can be considered non-hazardous material and a provision for handling the paint is not required.	EIR/EA pg 56	Select a response	Contractor	Follow Caltrans Standard Special Provision for REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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Hazardous Waste	HAZ-2: Lead-based paint is presumed to be present within the bridge barriers. The contractor shall ensure lead-based paint is properly managed and removed from the Project site in accordance with the latest Caltrans Standard Special Provision for DISTURBANCE OF EXISTING PAINT SYSTEMS ON BRIDGES.	EIR/EA pg 57	Select a response	Contractor	Follow Caltrans Standard Special Provision for DISTURBANCE OF EXISTING PAINT SYSTEMS ON BRIDGES.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Hazardous Waste	HAZ-3: Treated wood along bridge deck barriers and supports underneath each bridge contain chemicals, e.g., creosote, which pose a risk to human health and the environment and must be handled in accordance with CCR, Title 22, Division 4.5 implemented by the Department of Toxic Substances Control (DTSC). Section 14-11.14 provides guidelines on handling, storing, transporting, and disposing of Treated Wood Waste (TWW). Caltrans follows the regulations adopted by DTSC regarding TWW, which may be handled as a regulated solid waste and disposed of in a State Water Resources Control Board certified solid waste landfill. The contractor shall ensure that removal of TWW would be performed in accordance with the latest Caltrans Standard Special Provision for TREATED WOOD WASTE.	EIR/EA pg 57	Select a response	Contractor	Follow Caltrans Standard Special Provision for TREATED WOOD WASTE.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Hazardous Waste	HAZ-4: As is the case for any project that proposes excavation, the potential exists for unknown hazardous contamination to be revealed during project construction (such as previously undetected petroleum hydrocarbon contamination from former underground storage tanks). If known or previously unknown hazardous waste/material is encountered during construction, the procedures outlined in the Caltrans Hazards Procedures for Construction shall be followed.	EIR/EA pg 57	Select a response	Contractor	Follow Caltrans Hazards Procedures for Construction shall be followed.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Other	TRA-1: A Traffic Management Plan would be prepared prior to construction and be implemented during construction of the Project to reduce disruption of traffic patterns. Public information and awareness campaigns, motorist information strategies, and incident management strategies would alert the public of the temporary construction shoo-fly detours and the Project.	EIR/EA pg 19	Select a response	Contractor	Implement Traffic Management Plan	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.B.1.a Reporting – Monthly Submit monthly report on the 15 th day of each month for the duration of the construction phase. Monthly reporting to continue until RWQCB issues a Notice of Project Complete Letter to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	WDID 7A363062001 Condition XII.B.1.a	Select a response	County	Submit report to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.B.1.b Reporting – Annual Submit annual report including activities conducted for the previous fiscal year (July 1- June 30) to the Colorado River Basin Water Board on the 1 st of September. Annual Reports must be submitted even if Project construction has not begun. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	WDID 7A363062001 Condition XII.B.1.b	Select a response	County	Submit report to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.B.1.c	WDID 7A363062001	Select a response	Contractor completes all	Submit report to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	<p>Reporting – Other</p> <p>Other Reporting:</p> <p>If pollutants are observed in surface water, the Permittee shall submit a report to the Colorado River Basin Water Board within 30 days after encountering the pollutants and describe actions taken to correct the problem and provide photographic documentation that supports the information in the report.</p> <p>If repairs are required, the Permittee shall take pictures of the area where work needs to take place, documenting the before and after conditions of the area, and shall maintain a daily log for each site where work is taking place pursuant to this Order, while the Permittee conducts its repair activities. The log shall:</p> <ul style="list-style-type: none"> • Provide a general description of the repair work; • Specify the date and daily starting and ending time for the repair work; • Note key weather conditions (e.g., temperature, wind speed and direction, precipitation, if any); • Include notes from visual observations regarding the presence/absence of construction debris/trash (e.g., discarded filter fiber) and used oil (e.g., oil that leaks from construction equipment) in the area where the work has taken place. <p>Within 30 days following completion of all repair work, the Permittee shall submit to the Colorado River Basin Water Board a summary report of the key daily log entries. The summary report shall include the above-mentioned before and after pictures of the conditions of the area and shall be signed by the Permittee's Project Manager.</p>	Condition XII.B.1.c		<p>required work and provides all required information to the County;</p> <p>County coordinates directly with RWQCB</p>						
Permits	<p>WDID Condition XII.B.3.a</p> <p>a. Accidental Discharges of Hazardous Materials. Following accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies:</p> <p>i. As soon as (A) the Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, then:</p> <ul style="list-style-type: none"> • first call – 911 (to notify local response agency) • then call – Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911 • Lastly, follow the required OES procedures as set forth in California Hazardous Materials Spill/Release Notification Guidance <p>ii. Following notification to OES, the Permittee shall notify the Colorado River Basin Water Board, as soon as practicable (ideally within 24 hours). Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.</p>	WDID 7A363062001 Condition XII.B.3.a	Select a response	<p>Contractor completes all required work and provides all required information to the County;</p> <p>County coordinates directly with RWQCB</p>	Send notifications as specified and follow OES procedures.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	iii. Within five (5) working days of notification to the Colorado River Basin Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.									
Permits	<p>WDID Condition XII.B.3.b</p> <p>b. Violation of Compliance with Water Quality Standards. Please follow the detailed steps specified in the WDID regarding</p> <p>The Permittee shall notify the Colorado River Basin Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.</p> <p>i. Examples of noncompliance events include lack of stormwater treatment following a rain event, discharges causing a visible plume in a water of the state, and runoff from water contact with uncured concrete.</p> <p>ii. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.</p>	WDID 7A363062001 Condition XII.B.3.b	Select a response	<p>Contractor completes all required work and provides all required information to the County;</p> <p>County coordinates directly with RWQCB</p>	Send notification to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	<p>WDID Condition XII.B.3.c</p> <p>In Water Work:</p> <p>i. The Permittee shall notify the Colorado River Basin Water Board at least 48 hours prior to initiating work in water or stream diversions. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.</p> <p>ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Colorado River Basin Water Board staff.</p>	WDID 7A363062001 Condition XII.B.3.c	Select a response	<p>County provides notification to RWQCB;</p> <p>Contractor provides monitoring report to the County</p>	Send notification to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	<p>WDID Condition XII.B.3.d</p> <p>Modifications to Project:</p> <p>Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Colorado River Basin Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state, or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Colorado River Basin Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order.</p>	WDID 7A363062001 Condition XII.B.3.d	Select a response	County	Provide modification request to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	<p>WDID Condition XII.B.3.e</p> <p>Transfer of Property Ownership</p> <p>This Order is not transferable in its entirety or in part to any person or organization except after notice to the Colorado River Basin Water Board in accordance with the following terms:</p> <p>i. The Permittee must notify the Colorado River Basin Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the</p>	WDID 7A363062001 Condition XII.B.3.e	Select a response	County	Submit notification to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	notification and provide such notification to the Colorado River Basin Water Board at least 10 days prior to the transfer of ownership. ii. ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.									
Permits	WDID Condition XII.C.1 Water Quality Monitoring – General If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).	WDID 7A363062001 Condition XII.C.1	Select a response	Contractor	Continuous visual surface water monitoring.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.C.2 Water Quality Monitoring – Accidental Discharges/Noncompliance Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Colorado River Basin Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.	WDID 7A363062001 Condition XII.C.2	Select a response	County will notify RWQCB; Contractor will complete all required monitoring.	Notify RWQCB to determine if monitoring is required; implement any required monitoring.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.C.3 In Water Work or Diversions For projects involving planned work in water or stream diversions, a water quality monitoring plan shall be submitted to Colorado River Basin Water Board staff for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan. Sampling shall be conducted in accordance with Table 2 sampling parameters, and work in water or stream diversionary discharge(s) to waters of the state shall conform to the following water quality standards ⁴ at a minimum.	WDID 7A363062001 Condition XII.C.3	Select a response	County sends notification. Contractor develops plan and conducts sampling/monitoring.	Implement approved plan, including any required monitoring.	Enter date	Enter Name	Enter date	Enter remarks	Yes

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	<p>Table 2: Sample Type, Frequency, and Water Quality Objectives</p> <table><tr><th>Parameter</th><th>Unit of Measurement</th><th>Type of Sample</th><th>Minimum Frequency</th><th>Water Quality Objective</th></tr><tr><td>Oil and Grease</td><td>N/A</td><td>Visual</td><td>Continuous</td><td>25 mg/L</td></tr><tr><td>Dissolved Oxygen</td><td>mg/L and % saturation</td><td>Grab</td><td>Every 4 hours</td><td>≥ 5 mg/L</td></tr><tr><td>pH</td><td>Standard Units</td><td>Grab</td><td>Every 4 hours</td><td>6 - 9</td></tr><tr><td>Turbidity</td><td>NTU</td><td>Grab</td><td>Every 4 hours</td><td>Narrative⁵</td></tr><tr><td>Temperature</td><td>°F (or as °C)</td><td>Grab</td><td>Every 4 hours</td><td>Narrative⁶</td></tr></table> <p>⁴ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations part 136; where no methods are specified for a given pollutant, the method shall be approved by Colorado River Basin Water Board's Executive Officer. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.</p> <p>⁵ Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses.</p> <p>⁶ The natural receiving water temperature of surface waters shall not be altered by discharges of waste unless it can be demonstrated to the satisfaction of the Regional Water Board that such alteration in temperature does not adversely affect beneficial uses.</p>	Parameter	Unit of Measurement	Type of Sample	Minimum Frequency	Water Quality Objective	Oil and Grease	N/A	Visual	Continuous	25 mg/L	Dissolved Oxygen	mg/L and % saturation	Grab	Every 4 hours	≥ 5 mg/L	pH	Standard Units	Grab	Every 4 hours	6 - 9	Turbidity	NTU	Grab	Every 4 hours	Narrative ⁵	Temperature	°F (or as °C)	Grab	Every 4 hours	Narrative ⁶								
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Permits	<p>WDID Condition XII.D.4</p> <p>The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.</p>	WDID 7A363062001 Condition XII.D.4	Select a response	County and Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes																													
Permits	<p>WDID Condition XII.D.5</p> <p>Construction General Permit Requirement</p> <p>The Permittee shall maintain compliance with conditions described in and required by the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ; NPDES No. CAS000002).</p>	WDID 7A363062001 Condition XII.D.5	Select a response	Contractor	Comply with NPDES	Enter date	Enter Name	Enter date	Enter remarks	Yes																													
Permits	<p>WDID Condition XII.G.1</p>	WDID 7A363062001	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes																													

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	<p>The Permittee shall follow good site management “housekeeping” and implement erosion control, sediment control, and other construction-related best management practices (BMPs) depicted in Table 3 below.</p> <table><tr><th colspan="3">Table 3: BMPs</th></tr><tr><th>Type of BMP</th><th>BMP</th><th>Application</th></tr><tr><td rowspan="3">Construction BMPs</td><td>Erosion control</td><td>Implement erosion control BMPs to mitigate soil erosion, minimize soil loss from wind erosion, and to reduce air pollution during construction activities for all disturbed areas. Examples: mulch, straw, wood chips, soil application, lot perimeter protection per county standards, bonded fiber matrix or stabilized fiber matrix, physical stabilization erosion control blanket.</td></tr><tr><td>Velocity reduction</td><td>Implement velocity reduction BMPs to reduce water/runoff velocity. Examples: energy dissipater outlet protection.</td></tr><tr><td>Sediment control</td><td>Implement sediment control BMPs to remove sediment loads from runoff generated within the construction site for all disturbed areas. Examples: silt fence, fiber rolls, gravel bags, dewatering filtration.</td></tr></table>	Table 3: BMPs			Type of BMP	BMP	Application	Construction BMPs	Erosion control	Implement erosion control BMPs to mitigate soil erosion, minimize soil loss from wind erosion, and to reduce air pollution during construction activities for all disturbed areas. Examples: mulch, straw, wood chips, soil application, lot perimeter protection per county standards, bonded fiber matrix or stabilized fiber matrix, physical stabilization erosion control blanket.	Velocity reduction	Implement velocity reduction BMPs to reduce water/runoff velocity. Examples: energy dissipater outlet protection.	Sediment control	Implement sediment control BMPs to remove sediment loads from runoff generated within the construction site for all disturbed areas. Examples: silt fence, fiber rolls, gravel bags, dewatering filtration.	Condition XII.G.1							
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		Off-site sediment tracking control	Implement off-site sediment tracking control BMPs for reducing the transport of sediment on tires off, and within, construction site. Examples: stabilized construction entrance, construction road stabilization, entrance/exit tire wash, entrance/exit inspection and cleaning facility.									
		General site and materials management	Implement general site and materials management BMPs for materials and waste management. Examples: material delivery and storage management, spill prevention and control, concrete waste management, solid waste management, sanitary waste management, hazardous waste management.									
	Low Impact Development (LID)	Conservation of natural drainages	Implement LID BMPs to conserve natural drainages. Examples: minimize disturbances of natural areas, construct in least environmentally sensitive areas.									
		Minimize disturbances to natural drainages	Implement LID BMPs to minimize disturbances to natural drainages. Examples: avoid disturbing natural swales and topographic depressions, construction setback from creeks.									
		Minimize impervious surfaces	Implement LID BMPs to reduce impervious surfaces through efficient site design. Examples: preserve existing vegetation, permeable roads with minimum widths.									
		Minimize soil compaction	Implement LID BMPs to minimize soil compaction. Examples: protect native soil and vegetation from construction equipment.									
		Drain runoff from impervious surfaces to pervious areas	Implement LID BMPs to drain runoff from impervious surfaces to pervious areas.									
		Hydrologic design	Implement LID BMPs for optimizing hydrologic design. Examples: infiltration trenches or basins, depression areas for infiltration, bio-filters such as vegetated or rock swales.									

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description			Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
		Permeable pavement design	Implement LID BMPs using permeable pavement design. Examples: pervious concrete, permeable asphalt concrete/pavers, granular material.									
		LID road design	Implement LID BMPs for road design. Examples: permeable roads, reduction of overall road coverage, direct runoff to vegetated swales.									
	Post-Construction BMPs	Protection of channel banks/manufactured slopes	Implement channel protection BMPs to protect banks of the channels as well as the slopes.									
		Outlet protection	Implement outlet protection BMPs to reduce discharge/water velocity. Examples: energy dissipater outlet protection, velocity dissipation devices.									
Permits	WDID Condition XII.G.2 All ground-disturbing activities (work area preparation, grading, clearing, grubbing, trenching, construction, and decommissioning activities) shall comply with biological monitoring standards outlined in the issued Streambed Alteration Agreement or other California Department of Fish and Wildlife agreement and be subject to approval by the Colorado River Basin Regional Board.			WDID 7A363062001 Condition XII.G.2	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.3 The area of vegetation and soil disturbance shall be restricted to the smallest extent possible.			WDID 7A363062001 Condition XII.G.3	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.4 After completing construction activities, any disturbed areas shall be restored to pre-existing contours and conditions to the extent feasible.			WDID 7A363062001 Condition XII.G.4	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.5 Hazardous Materials No toxic and/or hazardous materials shall be stored near or within wash/drainage areas. To the extent practicable, these materials shall be stored offsite and placed in appropriate secondary containment.			WDID 7A363062001 Condition XII.G.5	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.6 Hazardous Materials			WDID 7A363062001 Condition XII.G.6	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	Spoil sites shall not be located where spoil could be washed back into the stream channel or where spoil covers aquatic or riparian vegetation. Any materials placed in seasonally dry portions of the drainage areas that could be washed downstream or could be harmful to aquatic life shall be removed from the streambed prior to inundation by high flows.									
Permits	WDID Condition XII.G.7 Hazardous Materials No fueling or maintenance of equipment or vehicles shall occur adjacent or within the wash/drainage areas.	WDID 7A363062001 Condition XII.G.7	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.8 Roads Work and staging areas and temporary access routes shall be sized, located, and flagged to limit potential impacts to natural areas. Previously disturbed areas shall be used to the extent feasible.	WDID 7A363062001 Condition XII.G.8	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.9 Sediment Control The Permittee shall implement sediment control BMPs to remove sediment loads from runoff generated within the construction site for all disturbed areas.	WDID 7A363062001 Condition XII.G.9	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.10 Sediment Control The Permittee shall implement off-site sediment tracking control BMPs for reducing the transport of sediment on tires off and within the construction site.	WDID 7A363062001 Condition XII.G.10	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.11 Stabilization The Permittee shall implement erosion control BMPs to mitigate soil erosion, minimize soil loss from wind erosion, and to reduce air pollution during construction activities for all disturbed areas.	WDID 7A363062001 Condition XII.G.11	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.12 Stormwater Work that may cause sediment discharge into ephemeral dry washes or stream channels shall not be conducted during rain events.	WDID 7A363062001 Condition XII.G.12	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.13 Stormwater	WDID 7A363062001 Condition XII.G.13	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	The Permittee shall develop and implement a Stormwater Pollution Prevention Plan (SWPPP) that complies with the requirements of the State Water Board's Construction General Permit.									
Permits	WDID Condition XII.I.1 Mitigation for Temporary Impacts The Permittee shall restore all areas of temporary impacts to waters of the state and all Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.	WDID 7A363062001 Condition XII.I.1	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes

POST-CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Cultural Resources	CUL-3c: Construction Monitoring. County shall prepare a construction monitoring plan and conduct periodic monitoring of construction activities to ensure the project is conducted in a manner that meets the stipulations outlined in the MOA. The monitoring plan and its ongoing status will be included in the annual reports submitted pursuant to MOA Stipulation IV.F. Caltrans shall ensure that the construction monitoring plan is implemented. Within three months following the completion of construction and prior to the expiration of the MOA, a monitoring report shall be prepared and submitted to the SHPO to document project completion and compliance with the treatment of Historic Properties outlined in the MOA. The monitoring report may be combined with the final annual report prepared for the Undertaking pursuant to MOA Stipulation IV.F. The monitor shall meet the appropriate professional qualifications standards in accordance with MOA Stipulation IV.A.3.	EIR/EA pg 45	Select a response	County	Prepare and submit monitoring report.	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.B.2.B Request for Notice of Completion of Discharges Letter: The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Colorado River Basin Water Board staff within 30 days following completion of all Project construction activities. Upon acceptance of the request, Colorado River Basin Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period and associated annual fees.	WDID 7A363062001 Condition XII.B.2.B	Select a response	County	Send notification.	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Permits	WDID Condition XII.B.2.C Request for Notice of Project Complete Letter: The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. This request shall be submitted to Colorado River Basin Water Board staff within 30 days following completion of all Project activities. Upon approval of the request, the Colorado River Basin Water Board staff will issue a Notice of Project Complete Letter to the Permittee and prepare a draft order terminating this Order for approval by vote of the Colorado River Basin Water Board. Board approval of the termination will end the post discharge monitoring period and associated annual fees.	WDID 7A363062001 Condition XII.B.2.C	Select a response	County	Send notification to RWQCB.	Enter date	Enter Name	Enter date	Enter remarks	Select a response
Permits	WDID Condition XII.B.3.f Transfer of Long-Term BMP Maintenance If maintenance responsibility for post-construction best management practices (BMPs) is legally transferred, the Permittee must submit to the Colorado River Basin Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Colorado River Basin Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.	WDID 7A363062001 Condition XII.B.3.f		County	Submit notification to RWQCB.					No
Permits	WDID Condition XII.C.4 Post Construction Monitoring The Permittee shall visually inspect the Project sites during a rain event of greater than 0.1 inches that produces a discharge for one (1) year following completion of bridge construction to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, the Permittee shall contact the Colorado River Basin Water Board staff member overseeing the Project within three (3) working days. The Colorado River Basin Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.	WDID 7A363062001 Condition XII.C.4	Select a response	County	Monitor	Enter date	Enter Name	Enter date	Enter remarks	Yes
Permits	WDID Condition XII.G.14 Stormwater	WDID 7A363062001 Condition XII.G.14	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes

Environmental Commitment Record for the National Trails Highway at 10 Bridges Project

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	Post-construction, the Permittee shall implement channel protection BMPs to protect banks of the channels as well as the slopes.									
Permits	WDID Condition XII.G.15 Stormwater Post-construction, the Permittee shall implement outlet protection BMPs to reduce discharge/water velocity. Examples: energy dissipater outlet protection, velocity dissipation devices.	WDID 7A363062001 Condition XII.G.15	Select a response	Contractor	Comply with WDID	Enter date	Enter Name	Enter date	Enter remarks	Yes

NOT FOR BID

Agreements

Temporary construction easements:

Owner	APN
Cadiz Inc.	0558-151-15
Dalnay Family Trust	0655-232-01

NOT FOR BID

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between Cadiz Inc., a Delaware corporation ("Grantor"), and San Bernardino County, a body corporate and politic of the State of California ("Grantee") each of them a "Party" and jointly the "Parties" as of the date the last of the parties executes this Agreement.

RECITALS

- A. Grantor is the fee owner of certain real property described as vacant land on National Trails Hwy, Amboy, CA 92304, County of San Bernardino, commonly identified as APN 0558-151-15 ("Grantor's Property").
- B. Grantee intends to complete a public project known as the National Trails Highway at 10 Bridges Project ("Project"), which generally consists of replacing certain bridge(s).
- C. To complete the Project, the Grantee seeks to acquire, and Grantor is willing to grant and convey to the Grantee a temporary construction easement ("TCE") over a portion of the Grantor's Property ("TCE Area") as the area is legally described and depicted in the plat map on Attachment "1," attached hereto ("TCE Area").
- D. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this contract are required to, and shall comply with all elements of Title VI of the Civil Rights Act of 1964.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions set forth herein, Grantor hereby agrees to execute a TCE in substantially the form attached as Attachment "2", attached hereto, to grant a TCE in, on, over, under, and across the TCE Area to Grantee for use by Grantee and its employees, agents, contractors, and consultants and assigns simultaneous with its execution of this Agreement for a period to commence on May 1, 2025 and to expire on the earlier of Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027.
2. GRANTEE agrees to pay GRANTOR for said TCE and rights thereto the total sum of **\$500.00 (FIVE HUNDRED AND NO 00/100THS DOLLARS)** ("Compensation"), which is calculated as set forth below. The Compensation shall be paid to GRANTOR within sixty (60) days after the latest to occur of the following: i) Grantor's execution of the Agreement and the TCE, and ii) approval of the acquisition and form of TCE by the GRANTEE's Board of Supervisors and execution of the Agreement by the GRANTEE's authorized signatory. In the event GRANTEE does not complete construction of the Project during the initial term of the TCE, the parties may amend this Agreement by mutual written agreement to provide for GRANTOR's grant of a new TCE for an extended term.

3. Amount Established as Just Compensation ("Compensation")

Value of two-year Temporary Construction Easement (59,851 sq. ft.):	=	\$500.00
Subtotal	=	\$500.00
AMOUNT ESTABLISHED AS JUST COMPENSATION:	=	\$500.00

4. GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and its employees, agents, contractors and consultants, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease on the TCE Area held by any tenant of GRANTOR for a period exceeding one month.

5. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying the TCE and the rights therein, all encumbrances and special assessments that are a lien against the TCE Area, as GRANTEE may require.

6. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the TCE Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE in the prosecution of such proceedings; GRANTOR agrees that the Compensation hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of easement rights to the TCE Area; GRANTOR agrees that the Just Compensation set forth in paragraph 2 hereof constitutes the full compensation amount for the TCE rights therein and shall be prorated among all persons having an interest in the TCE Area as their respective interests may appear; and GRANTOR agrees that the said Compensation shall be in full satisfaction of any and all claims of GRANTOR for payment for the rights in the TCE and the right to use the TCE Area.

7. Reserved.

8. GRANTEE agrees to pay any escrow (if applicable) and recording fees incurred in this transaction; and if title insurance is desired by the GRANTEE, to pay the premium charged therefore.

9. GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the Grantor's Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Grantor's Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Grantor's Property, which may have occurred prior to GRANTOR taking title to the Grantor's Property.

The Just Compensation of the TCE acquired in this transaction reflects the fair market value of the TCE Area without the presence of a hazardous substance condition. If the TCE Area being acquired is found to be contaminated by the presence of a hazardous substance condition which requires remediation, mitigation, or cleanup under Federal or State law, GRANTEE may elect to recover its remediation, mitigation, and cleanup costs from those who caused or contributed to the contamination. GRANTOR agrees to grant to GRANTEE, but only to the extent necessary (GRANTOR may reserve equal or greater rights), any rights to require/recover remediation, mitigation, or cleanup costs it may have against any person or entity, including but not limited to GRANTOR, who may have caused or contributed to such contamination.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the TCE Area by GRANTEE or its employees, agents, contractors and consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence on the commencement date stated in the TCE, provided that the amount of funds as specified in paragraph 2 are paid to the Grantor(s). The amount shown in paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said commencement date. It is further understood and agreed that the amount payable in Paragraph 2 herein includes compensation in full for the actual possession and use of the TCE Area for the period commencing on July 1, 2025 and terminating on the earlier of the Grantee's completion of the Project, as determined by Grantee, or two years thereafter or by no later than April 30, 2027. The TCE may also be terminated prior to the expiration of the foregoing term by GRANTEE upon written notice to GRANTOR.

11. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the GRANTOR.

12. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. A courtesy copy of any notices or demands delivered in accordance with this paragraph shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice or alter the effective date of such notice. Either party may change its address for delivery of any notice or demand by giving written notice to each party.

To GRANTOR:

Cadiz Inc., a Delaware corporation
550 S Hope Street, Suite 2850
Los Angeles CA, 90071

To GRANTEE:

San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Courtesy copy via email at:
brandon.ocasio@res.sbcounty.gov

13. **POLITICAL CONTRIBUTIONS:** GRANTOR has disclosed to the GRANTEE using Exhibit "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of GRANTOR's proposal to the GRANTEE, or (2) 12 months before the date this contract was approved by the GRANTEE's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's consideration of this contract.

In the event of a proposed further amendments to this contract, GRANTOR will provide the GRANTEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

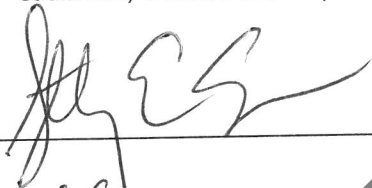
Campaign contributions include those made by any agent/person/entity on behalf of the GRANTOR or by a parent, subsidiary or otherwise related business entity of GRANTOR.

14. All terms and conditions with respect to this Agreement are expressly contained herein and GRANTOR agrees that no representative or agent of GRANTEE, has made any representation or promise with respect to the acquisition of the TCE or this Agreement not expressly contained herein.

15. The acquisition of the TCE is subject to approval by the GRANTEE's Board of Supervisors and shall require prior to the execution of this Agreement by the Grantee's authorized signatory. Until such time, that said approval has been obtained and the Agreement has been signed by the GRANTEE's authorized signature, this Agreement and the TCE shall have no legal effect.

GRANTOR: Cadiz Inc., a Delaware corporation

By:


CFO

Date

11/5/2024

Title:

GRANTEE: San Bernardino County

By:

Terry W. Thompson, Director,
Real Estate Services Department

Date

ATTACHMENT "1"

Legal Description and Plat Map for TCE #2

(see following pages)

NOT FOR BID

T6N, R13E, SEC 33 S B.M.
National Trails Highway @ Larissa Ditch
Right-of-Way Acquisition
H14916 - TCE-2
APN 0558-151-15

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

That portion of a parcel, said parcel described as:

THAT PORTION OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 13 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE STATE HIGHWAY.

Said portion described as follows:

Parcel "A" (National Trails Highway)

Commencing at the northwesterly corner of said parcel, said point also being a point on the southerly right-of-way line of National Trails State Highway 66, as shown on State Highway Map adopted by the California State Commission on February 20, 1930, said point also being the **POINT OF COMMENCEMENT**;

thence along said right-of-way North 87° 24' 58" East, a distance of 1037.54 feet to a point;

thence continuing northwesterly along said right-of-way North 02° 35' 02" West, a distance of 49.99 feet;

Thence continuing northeasterly along said right-of-way North 87° 24' 58" East, a distance of 133.27 feet; said point also being the **POINT OF BEGINNING**;

Thence continuing along said right-of-way North 87° 24' 58" East, a distance of 1151.53 feet;

Thence leaving said right-of-way South 71° 40' 07" West, a distance of 239.50 feet;


Thence South 87° 24' 58" West, a distance of 690.03 feet;

Thence North 76° 52' 03" West, a distance of 239.96 feet, to the **POINT OF BEGINNING**.

Described portion of land contains 59,851 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction.

By: 
Ryan Hunsicker, P.L.S. 8302
Deputy County Surveyor

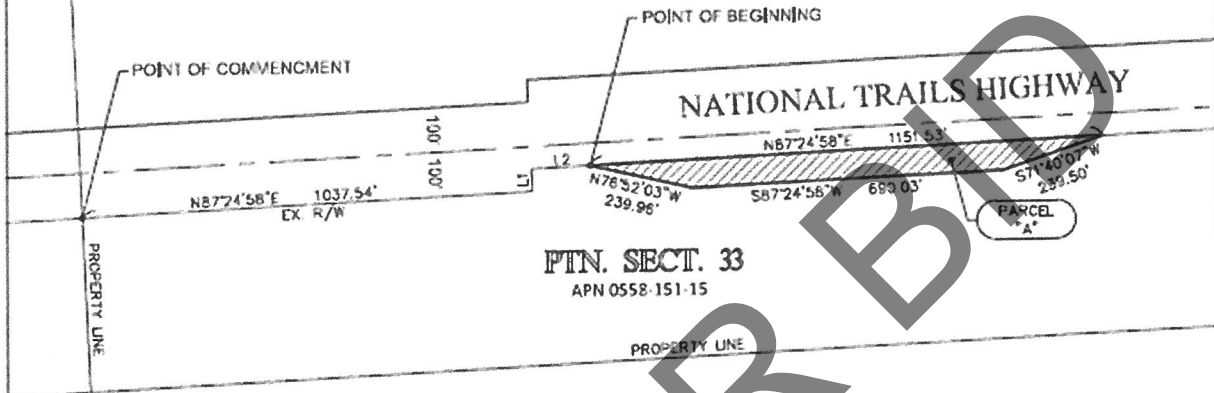
1/25/2024
Dated



Job No. H14916
Prepared by: GEG

PTN. SECTION 33
TOWNSHIP 6 NORTH, RANGE 13 EAST, S.B.M.

LINE	DIRECTION	DISTANCE
L1	N02°35'02"W	49.99'
L2	N87°24'58"E	133.27'



NOTES:
THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER
AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.
AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR
IMPROVEMENTS: 59,531 sq. ft.

W.G. No.	Project No.	Owner
H14916	ICE-2	CADIZ INC.

San Bernardino County
Department of Public Works - Transportation
Right - of - Way Plat
NATIONAL TRAIL HIGHWAY
AT
Larissa Ditch
JOSHUA TREE AREA

ATTACHMENT "2"

FORM OF TEMPORARY CONSTRUCTION EASEMENT for TCE 2

NOT FOR BID