

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

BAKER BOULEVARD AND PARK AVENUE

Baker Blvd from 0.86 miles West of SH127 to 2.60 miles East; Park Ave from Baker Blvd to 0.25 miles North

LENGTH: 2.85 mi
WORK ORDER: TX1814
AREA: Baker
ROAD NO.: 150500-010; 640175-010

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

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through May 18, 2018), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signals and Lighting shall be per the 2018 Caltrans Standard Plans and Section 86 (Electrical System) and Section 87 (Electrical Work) of the Caltrans 2018 Standard Specification including 2018 Caltrans Revised Standard Specifications latest revisions.

***SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS
-- TRANSPORTATION --***



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

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

Brendon Biggs, P.E.
Director of Public Works

Date:

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

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



Jeremy Johnson, P.E.
Traffic Division Engineering Manager Date:



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NOTICE TO BIDDERS

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

10:00 A.M., THURSDAY, XXXXXXXX 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 also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, 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/epro/> (**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 in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video and teleconference via zoom.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePRO for further login information for the following project:

BAKER BOULEVARD AND PARK AVENUE

Baker Blvd from 0.86 miles West of SH127 to 2.60 miles East; Park Ave from Baker Blvd to 0.25 miles North

LENGTH: 2.85 mi

W.O.: TX1814

AREA: Baker

ROAD NO.: 150500-010; 640175-010

The work, in general, consists of mill and overlay; sidewalk repair; and replacement of curb ramps with ADA compliant ramps; and traffic signal installation and doing other work appurtenant thereto.

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

A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., WEDNESDAY, XXXXXX XX, 20XX

To be held via video and teleconference via zoom.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePRO for further login information. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting. **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 SAN BERNARDINO COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

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

1. Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through May 18, 2018), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signals and Lighting shall be per the 2018 Caltrans Standard Plans and Section 86 (Electrical System) and Section 87 (Electrical Work) of the Caltrans 2018 Standard Specification including 2018 Caltrans Revised Standard Specifications latest revisions.

These publications are published by Caltrans and may be reviewed at the following website: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

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

The Plans and Special Provisions may be obtained at no cost by visiting <http://epro.sbcounty.gov/bs0>

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

QUESTIONS: Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **5:00 P.M. on FRIDAY, XXXXXXXX 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 San Bernardino County'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 Department of Public Works, 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: Please report any suspected bid rigging, bidder collusion, and other fraudulent activities in order for the County to identify and investigate highway construction contract fraud and abuse. You may report such activities by calling the Department's Contracts Division phone number at (909) 387-7920.

PREVAILING WAGES: Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the 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.

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

BRENDON BIGGS, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS



By:
ANDY SILAO, P.E., Chief
Contracts Division

DATE: _____

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

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

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

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

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

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

1. Department – 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 or Department - Means the County Board of Supervisors or any department or special district recommending to the Purchasing Agent or the County Board that a contract be awarded.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.

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

Holidays

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

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

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

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

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

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

2-1.06A General

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

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

2-1.06B Supplemental Project Information

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

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

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

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

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

Replace section 2-1.10, “SUBCONTRACTOR LIST,” with:

2-1.10 SUBCONTRACTOR LIST

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

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

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

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

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

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

Delete section 2-1.27, "CALIFORNIA COMPANIES."

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

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

ePRO

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

REQUIRED LISTING OF SUBCONTRACTORS

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

Delete section 2-1.33A, "General."

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

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

2-1.34 PROPOSAL GUARANTY

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

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

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

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

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the

requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

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

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

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

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

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

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

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

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

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

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

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

Replace section 3-1.04, “CONTRACT AWARD,” with:

3-1.04 CONTRACT AWARD

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

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

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

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

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

3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

3-1.18 CONTRACT EXECUTION

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

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

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

3-1.20 CONFLICT OF INTEREST

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

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

3-1.21 FORMER COUNTY OFFICIALS

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

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

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

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

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

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

c. Significant Changes in the Character of Work

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

have the rights, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

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, Equal Employment Opportunity Program, Conflict Of Interest, And Former County Officials" of these Special Provisions.

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

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

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

Delete section 5-1.13B, "Disadvantaged Business Enterprises."

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

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

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

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

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

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

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

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

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

High Risk Facility Notification:

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

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

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

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

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

Attention is directed to other obstructions as follows:

AGENCY CONTACTS

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
AT&T - Distribution	Randy Seabert rs3424@att.com	3073 Adams Street Riverside, CA 92504 (951) 359-2511
AT&T – Transmission	Joseph Forkert joef@forkertengineering.com	22311 Brookhurst St, Ste 203 Huntington Beach, CA 92546 (714) 963-7964

Baker Community Services District	Jacob Overson	P.O. Box 590 Baker, CA 92309 (760) 733-4402 / (760) 409-1374
Southern California Edison	SCE Planning Supervisor	287 Tennessee St. Redlands, CA 92373 (909) 307-6788 Emergency: (800) 611-1911
Sprint	Jeffrey York Jeffrey.york@t-mobile.com	282 S. Sycamore Avenue Rialto, CA 92376 (951) 347-0570

The initial written utility notification and preliminary plans were sent to utility agencies on June 1, 2021, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> Throughout Project 	<ul style="list-style-type: none"> If necessary, Contractor shall provide 1 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

UTILITY PROTECTION

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

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
AT&T – Distribution	<ul style="list-style-type: none"> Baker Blvd – Direct buried cable and conduit, both sides with crossings at various locations throughout project limits. Park Ave – Overhead lines, both sides of street with crossings at various location. 	<ul style="list-style-type: none"> Contractor to locate and protect in place.
AT&T – Transmission	<ul style="list-style-type: none"> Baker Blvd – Underground lines, both sides with crossings 	<ul style="list-style-type: none"> Contractor to locate and protect in place.

	<p>at various locations, throughout limits of project.</p> <ul style="list-style-type: none"> • Baker Blvd – underground line, northwest of centerline from southwest of Mill Rd to Mill Rd 	<ul style="list-style-type: none"> • Contractor to protect in place all manholes
Baker Community Services District	<ul style="list-style-type: none"> • Baker Blvd – various size water lines and sewer line throughout project limits. • Park Ave – various size water line throughout project limits. • Sewer manholes, fire hydrants, water meters, valve cans and various other appurtenant structures located throughout project limits. 	<ul style="list-style-type: none"> • Contractor to locate and protect in place. • Contractor to adjust valve cans to final grade, if adjustable. • Contractor to protect in place all sewer manholes.
Southern California Edison	<ul style="list-style-type: none"> • Baker Blvd – 12kV overhead and underground lines at various locations. • Baker Blvd – 750-22,500 volts aerial line, northwest of centerline, from southwest of Mill Rd to Mill Rd • Baker Blvd – 0-750 volts aerial line, northwest of centerline, from approx. 100' northeast of Mill Rd to 265' northeast of Mill Rd • Baker Blvd – 750-22,500 volts underground line, from a point northeast of Mill Rd to a point approx. 720' northeast • Baker Blvd – 750-22,500 volts, underground line, southeast of centerline, from approx. 380' northeast of SH 127 to a point approx. 400' northeast • Baker Blvd – underground line, crossing Mojave Pointe Rd • Baker Blvd – 0-22,500 volts aerial line, crossing to both sides of centerline, from south of Van Ella Rd to north of Van Ella Rd • Baker Blvd – 750-22,500 volts underground line, southeast of centerline, from approx. 590' southwest of Park Ave to Park Ave • Baker Blvd – 750-22,500 volts aerial line, northwest of 	<ul style="list-style-type: none"> • Contractor to locate and protect in place.

	<p>centerline, from north of Hillview Rd to south of Caltran Ave</p> <ul style="list-style-type: none"> • Baker Blvd – 22.5-300 kV aerial line, crossing Baker Blvd, north of Lakeview Rd • Baker Blvd – 0-22,500 volts underground and aerial line, crossing Baker Blvd at various locations • Park Ave – Overhead lines, east side, with crossings at various locations. 	
Sprint	<ul style="list-style-type: none"> • Baker Blvd – Underground lines, northwest of centerline from southwest of Mill Rd to SH 127, with manholes at various locations 	<ul style="list-style-type: none"> • Contractor to locate and protect in place • Sprint will adjust manholes to grade after construction

HIGH RISK UTILITIES

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

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Southern California Edison	<ul style="list-style-type: none"> • Baker Blvd – crossing Baker Blvd, north of Lakeview Rd 	<ul style="list-style-type: none"> • 22.5-300 kV aerial line • Contractor to locate and protect in place

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall salvage and reuse existing mailboxes, newspaper boxes, posts and mounts.

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

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

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

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

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete

not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

Contractor shall replace in kind existing mailboxes, newspaper boxes, posts and mounts.

Replaced existing mailboxes, newspaper boxes, posts and mounts shall become the property of the Contractor and shall be disposed of.

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

The contract unit price paid to remove and cap sprinklers shall be included in the **various contract items of work** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary in relocating the sprinklers, complete in place, and disposing of surplus material and no additional compensation will be allowed therefor.

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

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

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

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

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

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

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

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

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

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

5-1.43G Civil Action

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

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor

San Bernardino, California 92415-0016

responsible for damage to the equipment after the CONTRACTOR has taken possession until final inspection and project acceptance has been finalized.

See also Section 10-1.38 for additional information regarding work required.

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

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

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

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

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

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

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

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

MATERIAL

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

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

Reflective pavement markers with abrasion resistant surface:

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

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

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

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D

Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

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

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

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

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

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

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

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D

The Line Connection "Dura-Post"

Repo, Models 300 and 400

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

TRAFFIC CONES

Highway Safety Products 28"

Radiator Specialty Company 28"

Roadmarker Company "Stacker" 42"

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

TYPE "K" OBJECT MARKER (18")

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

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

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

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

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

Non-impactable Type

Astro-Optics JD Series
Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

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

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

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

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must furnish, erect and maintain those fences, Type K temporary railing, barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian

passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

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

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

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

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

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

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

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

Reflectors on Type K temporary railing must conform to the provisions in “Prequalified and Tested Materials for Traffic Control Devices” of these Special Provisions. Temporary crash cushion modules must conform to the specifications in section 12-3.15, “TEMPORARY CRASH CUSHION MODULE” of the Standard Specifications.

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

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

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

7-1.05A General

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

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

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

expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

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

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

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors, as well as any other entities named herein.

All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim.

The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

Delete section 7-1.11, “FEDERAL LAWS FOR FEDERAL-AID CONTRACTS.”

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8 PROGRESS SCHEDULE

Replace section 8-1.02, "SCHEDULE" with:

8-1.02 PROGRESS SCHEDULE

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

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

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

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

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

8-1.04A General

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

Prior to construction, the following submittals are required:

1. Approved baseline progress schedule
2. Approved Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Approved Fire Safety Plan
4. Approved Notice to Residents, in English and Spanish
5. Approved Notice of Materials to be Used
6. Approved Subcontracting Request

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

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

8-1.04B Standard Start

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

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

SIXTY (60) 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:

8-1.10A General

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

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

The Contractor shall pay the County the sum of

FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800) PER DAY

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

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9 PAYMENT

Replace section 9-1.02C, "Final Pay Item Quantities," with:

9-1.02C Final Pay Items

When an item of work is designated as (F) or (S-F) in the Bid Sheet, **the estimated quantity for that item of work shall be the final pay quantity**, unless the dimensions of any portion of that item are revised by the Engineer, for the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-7.01D, "Payment." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

Delete Section 9-1.02D, "Quantities of Aggregate and Other Roadway Materials."

**Delete the 11th, 12th, 13th, and 14th paragraphs in section 9-1.03, "PAYMENT SCOPE."
Replace the reference in the 16th paragraph to "Pub Cont Code §§ 10262 and 10262.5" in section 9-1.03, "PAYMENT SCOPE," with "Business and Professions Code section 7108.5."**

Delete section 9-1.07 "PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS."

Add the following paragraphs to section 9-1.16, "PROGRESS PAYMENTS":

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

County and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder relating to the construction of any public work of improvement.

Pursuant to Public Contract Code section 7201 the County will retain **5%** of the payments made to Contractor and total retention proceeds withheld by County shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by County in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

The retention will be held for 35 days following the recordation of the Notice of Completion, at which time the County Auditor will issue a warrant for the withheld funds.

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

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

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

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

20104.50.

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

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

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

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

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as

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

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

(e) For purposes of this article:

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

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

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

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

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

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

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

Delete section 9-1.16F, “Retentions.”

Replace 9-1.17D(1), “General,” with:

9-1.17D(1) Final Payment and Claims - After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payments, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims as provided below.

On the Contractor’s approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all

questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

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

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

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

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

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

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

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

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

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

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

9-1.22 CIVIL ACTION

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

DIVISION II – GENERAL CONSTRUCTION

10-1.01 ORDER OF WORK

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

First Order of Work: The Contractor shall set up Portable Changeable Message Signs at the locations specified in these Special Provisions and as designated by the Engineer. Attention is directed to section "Portable Changeable Message Signs" elsewhere in these special provisions.

Second Order of Work: The Contractor shall take all necessary measurements and photos of all existing traffic control devices within the project limits including all traffic stripes, pavement markings, and surface mounted channelizers prior to removal. The purpose for measurements and photos is to establish a record of existing traffic control devices, this record will be used for repainting traffic stripes, pavement markings, and reinstalling surface mounted channelizers. The Traffic Stripes, pavement markings, and surface mounted channelizers shall be repainted or installed as directed by the Engineer and per the "Paint Traffic Stripes and Pavement Markings" and "Markers and Delineators/Channelizers" section of these Special Provisions.

Third Order of Work: The Contractor shall post sidewalk closure signs at least two (2) days prior to the closure dates at ramp closure locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates.

Attention is directed to sections "Permits and Agreements", "Public Safety", "Traffic Control System", "Portable Changeable Message Signs", "Survey Monuments", "Environmental Mitigation Measures", "Traffic Stripes and Pavement Markings", and "Coordination" elsewhere in these Special Provisions. Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefor.

Fourth Order of Work – Prior to the start of construction, the Contractor shall coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per Section 10-1.04, "Environmental Mitigation Measures" of these special provisions. If approved staging area is outside of existing road right-of-way, Contractor shall be required to submit construction staging agreement with property owner to the Engineer.

Fifth Order of Work – The Contractor is responsible for determining, verifying and taking all necessary measurements and photos of all existing damaged sidewalk, prior to its removal. The purpose for measurements and photos of the above mentioned is to establish a record of which shall be used for archiving, construction of ramps, reconstruction of sidewalk, curb and gutter and driveway in accordance with the Standard Specification, these Special Provisions and as directed by the Engineer.

Attention is directed to the following sections: "Supplemental Work At Force Account (Unforeseen Differing Site Conditions and Utility Conflict), "The Americans Disability Act (ADA) Requirements", Public Safety, Portable Changeable Message Signs, Traffic Control System and "As-Built Drawings and Miscellaneous References" elsewhere in these Special Provisions.

10-1.02 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORSEEN DIFFERING SITE CONDITIONS)

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen position (horizontal or vertical displacement), location, and/or dimensions of existing sidewalk, curb and gutter, cross gutter and spandrel alike. Extra work addressed under the provisions of this section will be work as determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

In order to meet the ADA requirements, an extra survey work maybe needed to address corrections to surface elevations if found deviating from the As-Built Plans; or differ from the physical conditions; or unknown conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with Section 4-1.06, "Differing Site Conditions", of the Standard Specifications.

The Resident Engineer has the sole discretion to approve or reject the extra survey work. No extra survey work without the approval of the Resident Engineer and therefore no payment thereof shall be borne by the County.

If approved by the Resident Engineer, this extra survey work for the proposed curb ramps including cross gutter and spandrel as shown on Exhibit supplemented by Table I and As-Built Plans shall conform with The American Disability Act (ADA) guidelines, applicable State Standard Plans, County Standard Drawings, Standard Plans for Works Construction, Standard Specifications, these Standard Provisions and as directed or approved by the Engineer.

Reconstruction of sidewalks, curb and gutter or driveways damaged by trees and removal of concrete within landscape areas are excluded from this extra survey work. Cost for the reconstruction of sidewalk, curb and gutter or driveways and removal of concrete within landscape areas are paid separately.

The Contractor shall thoroughly examine and perusal study the Exhibit and As-Built Plans showing Plan and Profile with all the elevations for the existing curb return, cross gutter and spandrel. The Contractor is required to field investigate and make determination if such particular curb ramp or ramps can be constructed without survey work and meet the ADA guidelines. Otherwise, the Contractor shall present the case immediately to the Resident Engineer and justify the existing physical condition cannot meet ADA requirements, example includes:

- Vertical / horizontal displacements (tripping hazard);
- Lip at flow line (must be flushed);
- Steeper counter slope at landing and cross slope (>5%);
- Steeper ramp (>8.33%);
- Steeper side flares (>10%);
- Steeper sidewalk cross slope (>2%);
- Sidewalk less than 4-ft minimum in width;
- Glued-down or No Detectable Warning Surface;
- Hazardous drop off at edge or adjoining accessible route;
- Deteriorated conditions;
- Herringbone;

- No top landing;
- No side flares or protection;
- Multiple cross slopes, etc.

The Resident Engineer shall inspect and verify on site the findings prior to his approval or rejection.

Upon approval and prior to construction, the extra survey work shall consist of, but not limited to, data collection of existing conditions or topographic features, such as:

- Top of curb and flow line elevations at BCR, ECR and Quarter (1/4) Deltas along the curb ramp;
- Top of curb & gutter and flow line elevations 10-ft minimum (or 25-ft maximum) before BCR & after ECR;
- If present, flow line elevation including lip elevation at Cross Gutter and Spandrel;
- Back of curb ramp sidewalk elevations;
- Existing fence (CLF, WI or Wooden), Retaining or Non-Retaining Block Wall behind curb ramp sidewalk;
- Utility conflicts (electrical, gas, water or storm drain line, fire hydrant, blow-off/air relief valve, street light pole, traffic signal pole, manhole, utility box, hand hole, sprinklers' heads, etc.); barriers (driveways, overhanging trees, catch basin, etc.) or other constraints (right of way, roadside signs, cabinets, etc.); and
- Right of way research and verification to ensure the proposed ramp and sidewalk are within the road right of way.

Only one pick-up survey will be allowed. The survey work shall be performed by a Land Surveyor. Non-compliant ramps shall be provided with engineered solution/s supplemented with plans, profiles and details; and it shall be prepared, stamped, signed by a Civil Engineer and submitted to the Engineer for his approval within five (5) working days prior to construction. Both Professionals shall be registered in the State of California. During construction, the Surveyor shall perform the horizontal and vertical control staking according to the grades and elevations shown on the approved plans, profiles and details.

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

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

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

Prospective bidders shall include the Contract Amount printed in the proposal for **"Supplemental Work At Force Account (Unforeseen Differing Site Conditions)"** as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in Force Account made for **Supplemental Work at Force Account (Unforeseen Differing Site Conditions)**,

and no separate payment will be made therefor.

10-1.03 PUBLIC SAFETY

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

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

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

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

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

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than 1 foot deep.
 - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)
 - f) Excavations protected by existing barrier or railing.
 - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.

- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor’s convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

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

35 to 45 mph	Within 3 feet of a traffic lane but not on a traffic lane
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The lane closure provisions of this section shall not apply if the work area is protected by permanent, temporary railing, or barrier. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 11 feet without written approval from the Engineer.

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

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

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

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

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

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

10-1.04 TRAFFIC CONTROL SYSTEM

A. GENERAL:

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

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

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

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

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

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

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

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

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

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

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

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior

to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.0801.**

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

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

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

The Contractor shall furnish, install, maintain, move, remove, and dispose of all signs, lights, flares, barricades, and other facilities for the convenience and safety of the public, as required by these Special Provisions and Section 7-1.03, Section 7-1.04, and Section 12 of the Standard Specifications.

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

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

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

B. SPECIAL CONDITIONS:

I. During Construction Activities

Construction on all project roads shall be performed on Monday through Friday only (7:00 A.M. to 4:30 P.M.) for the duration of the project.

On Baker Blvd and Park Avenue: public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot graded and compacted or paved lane to be used by both directions of travel if flaggers are used. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations.

At the Engineer's discretion, the Contractor may be required to provide an additional through lane that will allow public traffic to pass through construction operations. Hours of operation for the additional lane will be determined by the Engineer.

Attention is directed to "Order of Work" and "Permit" sections elsewhere in these special provisions.

Pedestrian safety: The Contractor shall provide passage for pedestrians through construction areas or provide a detour where applicable. Work that interferes with

existing sidewalks, shoulders, or crosswalks shall be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided; the Contractor shall be allowed to close sidewalks, shoulders, or crosswalks where approved by the Engineer. The Contractor shall post sidewalk closure signs at these locations at least two weeks prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these special provisions.

II. During Non-construction activities

On Baker Blvd and Park Avenue: The Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operation are not actively in progress.

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

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

C. MEASUREMENT AND PAYMENT:

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

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

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

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

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

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

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

10-1.05 TEMPORARY PAVEMENT DELINEATION

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

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

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

On multilane roadways, edge line delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANE LINE AND CENTERLINE DELINEATION - Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements shall be a maximum longitudinal spacing of 24' for temporary lane line and centerline delineation. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

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

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

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3aP "NEXT ____ MILES" signs shall be installed beneath the W20-1 signs installed ahead of "no passing" zones. R4-2 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in Section 12-3.11, "Construction Area Signs," of the Standard Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the lump sum contract price paid for **Traffic Control System** and no separate payment will be made therefor.

TEMPORARY EDGE LINE DELINEATION - Whenever edge lines are obliterated, the temporary pavement delineation to replace those edge lines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edge line delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edge line delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edge lines, the Contractor shall provide personnel to remain at the job site to maintain the cones or delineators during all hours of the day that they are in use.

Channelizers used for temporary edge line delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these Special Provisions entitled, "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's opinion, one of the surface mount types (36") listed in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

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

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

10-1.06 PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

The PCMS shall be installed as the First order of work and shall occur two (2) weeks prior to the start of construction. Contractor shall provide a minimum of number (6) six message signs.

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

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

1. Baker Boulevard at I-15 On-Ramps and Off-Ramps
2. Park Avenue at Baker Boulevard
3. SH-127 at Baker Boulevard

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

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

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

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

PCMS shall be removed at the completion of the project.

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

10-1.07 ENVIRONMENTAL MITIGATION MEASURES

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

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

The Contractor shall comply with the following mitigation measures:

Biological Resources Evaluation

EMD Ecological Resources Specialists completed an evaluation of the proposed Project; the evaluation included a literature review and reconnaissance field survey on June 8, 2021. The project roads transect rural commercial and residential development where the principle vegetation type consists of desert scrub.

It is unlikely that sensitive species occur within or immediately adjacent to the Project site. A review of the California Natural Diversity Database (CNDDDB) was performed on Baker quadrangle. The quadrangle does not contain any records for federally and/or state listed species and none of California Department of Fish and Wildlife (CDFW) species of special concern have been recorded within or immediately adjacent to the project site. As a consequence of the limited nature of the road work, we have determined that project related activities will not directly impact any sensitive habitat and/or species. However, to ensure no impacts to species the following actions should be taken:

Biological Resources Conditions

1. If work occurs during the nesting bird season (typically February 1 – August 31), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work.
2. If active nests are detected, appropriate buffers will be established and the buffered area will be avoided until the nest is no longer active.
3. If it is determined that shoulder work and off-pavement staging areas are necessary, a pre-construction survey may be required prior to ground disturbing activities.

Cultural Resources Evaluation

A project evaluation and records search were conducted by EMD Cultural Resources Specialist and no significant or potentially significant architectural, historical, and/or archaeological features were identified within the proposed Project's area of potential effect/study area. As a result, no project-specific avoidance or minimization measures were

recommended. However, standard cultural resource compliance conditions as listed in the Cultural Resources Conditions paragraph are applicable and recommended for implementation during construction/ground disturbing activities associated with this project.

Cultural Resources Conditions

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

ENVIRONMENTAL DETERMINATION

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

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Class 1 (c) exemption is specific to "existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities." The project also qualifies for a Class 2 Categorical Exemption, "Replacement or reconstruction" under Section 15302(c) "Replacement or reconstruction of existing utility systems and or facilities involving negligible or no expansion of capacity."

General Conditions

1. All work, including equipment staging, will remain on paved areas. No new work outside disturbed areas or existing rights-of-way (i.e. existing shoulder-to-shoulder and/or curb-to-curb) will be performed without further environmental evaluations.
2. Material staging area shall be clearly delineated in order to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-ways, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.
3. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle in order to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) 387-7897, with any questions.

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

10-1.08 MOBILIZATION

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

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

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

10-1.09 WATERING

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

The contract lump sum price paid for **Develop Water Supply** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in developing water supply and no additional compensation will be allowed therefor.

10-1.10 WATER POLLUTION CONTROL PROGRAM (WPCP)

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

The Water Pollution Control Program template can be downloaded from the following web site:
<http://www.dot.ca.gov/hq/construc/stormwater/>

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

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

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

10-1.11 DUST CONTROL

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

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

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

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

10-1.12 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

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

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

The Contractor shall use the ADA Curb Ramp Guidelines and Inspection Sheet found elsewhere in these Special Provisions. Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements.

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

10-1.13 FINISHING ROADWAY

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

On projects where there is no earthwork associated with the construction, Finishing Roadway shall consist of the work necessary to accomplish final cleaning up. Such cleaning up shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties effected by the project or occupied by the Contractor during performance of the work.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved for finishing roadway shall be considered as included in the contract lump sum price paid for **Finishing Roadway** and no additional compensation will be allowed therefore.

10-1.14 CLEARING AND GRUBBING

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

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

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

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

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

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

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

10-1.15 MISCELLANEOUS ITEMS

The existing landscape rocks located adjacent to the ADA ramps to be upgraded, shall be salvaged, relocated and/or replaced in its original location, as shown on the plans and as directed by the Engineer.

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

10-1.16 REMOVE ASPHALT CONCRETE SURFACING

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

Existing bituminous surfacing shown on the plans to be removed approximate 0.85' full depth asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

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

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

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

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

10-1.17 COLD PLANE ASPHALT CONCRETE PAVEMENT

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

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

Total combined gross operating weight of all construction equipment and materials on any two adjacent spans of the Baker bridge shall be limited to a maximum weight of 65,000 pounds.

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

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

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. The outside lines of the paved area shall be neat and uniform.

Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

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

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

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

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in section 5-1.20B(4), "Contractor-Property Agreement", section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Removal of the cold planed material shall be concurrent with the planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

As a result of this operation at Baker Bridge, the Contractor shall contain the removed materials including its remnants and residues within the bridge deck area by performing the best management practices and therefore attention is directed to the following sections of this Special Provisions, as follows: "Water Pollution Control Program (WPCP)", "Dust Control" and Environmental Mitigation Measures". Under any circumstance, no asphalt concrete materials including any remnants or residues shall be allowed to escape and fall under the Bridge onto the Mojave River. The Contractor shall submit BMP Plan to the Engineer for approval two (2) weeks in advance prior to performing this operation. Failure to comply this requirement, at no cost to the County, the Contractor shall be liable for any environmental fines and/or mitigations that may be imposed upon by Environmental Agencies.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within five (5) working days, as shown on the plans, and as directed by the Engineer.

No special protection or shoring of the existing bridge structure is required during the existing asphalt concrete removal and replacement since the maximum operating weight listed below for the cold milling equipment is well below the current inventory loading.

Construction

Cold milling equipment must be able to, but not limited to:

1. Remove concrete a minimum depth of 1/4 inch
2. Provide a surface relief of at most 1/4 inch
3. Provide a 5/32-inch grade tolerance

Cold milling equipment must have the following features:

1. 3 or 4 riding tracks
2. An automatic grade control system with electronic averaging having 3 sensors on each side of the equipment
3. A conveyor system that leaves no debris on the bridge
4. A drum that operates in an up-milling direction
5. Bullet tooth tools with tungsten carbide steel cutting tips
6. A maximum tool spacing of 1/4 inch
7. A maximum operating weight of 66,000 pounds
8. A maximum track unit weight of 6,000 pounds per foot
9. New tooth tools at the start of the job

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

The contract price paid per square yard for **Cold Plane Asphalt Concrete Pavement and Base (0.3' Maximum)** and **Cold Plane Asphalt Concrete Pavement (0.25' Maximum)** shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals, and for doing all the work involved in cold planing and disposing of planed material; and constructing, maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.18 REMOVE CONCRETE

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

Concrete removed include all existing non-compliant concrete ramp, sidewalk and curb and gutter.

Contractor to exercise extra care when removing the concrete by sawcutting or other approved method, as shown on the plan.

Portions of existing sidewalks, curb and gutter which interfere with construction shall be removed.

Portions of existing concrete sidewalk shall be saw cut to a neat, true line and removed as necessary for installation of the roadside signpost or mailbox, as designated by the Engineer.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be saw cut in a neat, true line to a minimum of 0.17 foot before concrete is removed. The locations of the cut lines shown on the plans are approximate only; the exact location will be determined by the Engineer.

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

Removal of existing concrete sidewalk, spandrel, and cross gutter shall be measured and paid per square yard as **Remove Concrete (Sidewalk, Spandrel and Cross Gutter)**.

Removal of existing curb and gutter shall be measured and paid per linear feet as **Remove Concrete (Curb and Gutter)**.

The payment includes furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved for removing concrete as stipulated-above, excavation, backfill, hauling and disposing outside highway right of way, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

10-1.19 REMOVE ROADSIDE SIGN

This work shall consist of removing and disposing of roadside signs where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The contract unit price paid for **Remove Roadside Sign** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions. It shall be the responsibility of the Contractor to properly and legally dispose of materials in a manner consistent with County standards. All costs associated with disposal shall be included in the bid price for this item.

10-1.20 RESET ROADSIDE SIGNS

This work, Reset Roadside Signs, shall consist of the relocation of existing roadside signs to maintain communication to public traffic that has existed prior to new construction, and

replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, "Existing Facilities," Section 82-3, "Roadside Signs," and Section 82-9, "Existing Roadside Signs and Markers," of the Standard Specifications and these Special Provisions.

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

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

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

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

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

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

10-1.21 REMOVE OBJECT MARKER

This work shall consist of removing and disposing of delineator, channelizer, or object marker where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The contract unit price paid for **Remove Object Marker** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions. It shall be the responsibility of the Contractor to properly and legally dispose of materials in a manner consistent with County standards. All costs associated with disposal shall be included in the bid price for this item.

10-1.22 REMOVE PAVEMENT MARKINGS

This work shall consist of the removal and disposal of existing or temporary pavement markings in preparation for either the application of temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 84-9, "Existing Markings," of the Standard Specifications and these Special Provisions.

Pavement marking removal shall be by sandblasting or grinding.

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

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

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

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

The contract price paid in square feet for **Remove Pavement Markings** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions.

Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the **various contract items** related to such work, and no additional payment will be made under Remove Pavement Markings.

10-1.23 EARTHWORK

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

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

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

Excavation and embankment shall be measured to the grading plane and shall not include excavation quantities covered by the other bid items including asphalt removal, and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane shall be the responsibility of the Contractor and payment for such shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefore.

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

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

Full compensation for saw cutting and removing existing surfacing shall be considered as included in the contract price paid per square yard for **Remove Asphalt Concrete Surfacing** and no additional compensation will be allowed therefor.

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

The limit of excavation and backfill shall conform to applicable Standard Plans elsewhere in these Special Provisions, as shown on the plans and as directed by the Engineer.

Contractor's attention is directed to Sections: "Public Safety", "Supplemental Work At Force Account (Unforeseen Differing Site Conditions)".

Full compensation for grading, compacting, hauling of excavated materials including earthwork for ramps, sidewalk, cross gutters, spandrels shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefor.

10-1.24 SHOULDER BACKING

This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing in accordance with the details shown on the plans and these special provisions.

Material for shoulder backing shall consist of native material. The slopes will be graded to look like naturally occurring contours.

Native material shall be bladed or graded from the export native material generated from the construction site and or areas adjacent to the shoulder backing as determined by the Engineer or as shown on the plans.

The areas where shoulder backing is to be constructed and areas where native material is to be obtained for shoulder backing shall be cleared of all weeds, grass and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and debris shall be disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Shoulder backing material shall be thoroughly mixed with the basement material by scarifying or blading and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on the new surfacing prior to placing it in final position, nor shall it be bladed onto the new surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within 5 days after completion of that portion of the new surfacing. Until such time as the Contractor is able to complete shoulder backing along any portion of new surfacing, he shall furnish and place portable delineators and W8-9 "Low Shoulder" signs off and adjacent to the new surfacing. A portable delineator and a W8-9 sign shall be placed at the beginning of the drop-off in the direction of travel on the adjacent lane and at the following successive maximum intervals along the drop-off:

W8-9 signs: 1,000 feet

Portable delineators: on tangents - 100 feet on curves - 100 feet

The portable delineators and W8-9 signs shall be maintained in place at each location until shoulder backing operations are completed at that location. Portable delineators and signs shall conform to the requirements in Section 12, "Temporary Traffic Control," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered 100 feet (1 station on centerline equals 2 stations of shoulder backing when both edges are done). The length of shoulder backing to be paid for will be determined from actual measurement, or calculated from centerline stationing or post mileage as determined by the Engineer.

The contract price paid per station for **Shoulder Backing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing shoulder backing complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 signs and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.25 AGGREGATE BASE

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

Reclaimed material may be substituted for aggregate base. Reclaimed material shall meet the grading and quality requirements for Class 2 aggregate base. Reclaimed material may be used up to 100 percent of the total volume of the aggregate used, under section 26, "Aggregate Bases," of the Standard Specifications.

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

10-1.26 PAVEMENT REINFORCING MAT (PRM).

GENERAL

Description

This work shall consist of furnishing and placing a HS (high strength) elastomeric polymer pre-coated paving mat HMA reinforcement within the pavement structure as shown on the plans or as directed by the Engineer. The paving mat shall provide a moisture barrier/stress relieving membrane and shall be placed beneath a specified asphalt concrete (AC) mix overlay of either, Hot-Mix Asphalt (HMA), Warm-Mix asphalt (WMA) or rubber hot-mix asphalt (RHMA).

Quality Control

- A) Pre-Construction Conference: Prior to the installation of the paving mat HMA reinforcement, the Contractor shall arrange a meeting at the site with the manufacturer representative and the paving mat installer. The Engineer shall be notified at least 3 days in advance of the time of the meeting. Paving mat installer to provide manufacturer written confirmation that they have been trained on the proper installation

of high tensile fiberglass paving mat specified with a minimum of 5 years' experience installing these paving mats.

- B) A manufacturer representative shall be present, at minimum, for the first day of installation of the engineered paving mat and available thereafter upon request by the engineer.

PRODUCT

Material

The reinforcing paving mat to be an elastomer polymer pre-coated, HMA reinforcement with continuous strand 572 Lbs. (50 kN) high strength fiberglass/polyester scrim Paving Mat, such as Glass Pave 50 or equal meeting the following physical properties table (modification of the ASTM test methods prohibited) plus all the additional "In-asphalt" performance requirements. Fiberglass Polyester Paving Mat submitted as "or equals" shall demonstrate that the product – as installed - meets all requirements in the properties table and shall be submitted a minimum of two weeks prior to bid opening. Material must be certified manufactured in the USA.

PHYSICAL PROPERTIES OF FIBERGLASS POLYESTER HS REINFORCING PAVING MAT			
Property	Test Method	Units	MARV*
Index Properties for Quality Control			
Asphalt Retention	ASTM D6140	l/m2 (gal./yd2)	0.46 (0.10)
Mass per unit area	ASTM D5261	g/m2 (oz/yd2)	237 (7.0)
Tensile strength, MD	ASTM D5035 2C-E	kN/m (lbs)	50 min (572)
Tensile Strength, CD	ASTM D5035 2C-E	kN/m (lbs)	50 min (572)
CBR Puncture**	ASTM D6241	N	1779 (400)
Elongation at maximum load, MD	ASTM D5035	percent	<5
Elongation at maximum load, CD	ASTM D5035	percent	<5
Melting point	ASTM D276	°C (°F)	>232 (>450)
Fiberglass reinforcement strand	Max. spacing	Inch	<0.25
Fiberglass Pre-Coating Melt Point	ASTM D36	°C (°F)	>232 (>450)
In Asphalt Performance Requirements			
Stress Improvement Factor	TTI Overlay Tester	Vs. Control	≥ 6 ♣
Permeability	FM 5-565	cm/sec	< 2.6x10 ⁻¹¹ ☉
Recyclability without screening	AASHTO T283-07	Moisture/Rutting Susceptibility	Pass ■
Recyclability without screening	AASHTO T322-07	Low Temp. Cracking	Pass ■

Protective Pre-Coated Paving Mat	Non-Asphaltic	Elastomeric Polymer	Fully Coated
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* MARV=Minimum Average Roll Value: Many international manufacturers report average physical property values, which only provides a 50% level of confidence that the material delivered to the project site meets their product data sheet requirements. Whereas Minimum Average Roll Values (MARV) provides a 97.7% level of confidence the material will meet the published data sheet

** Assess 360° tensile strength symmetry

- ♣ Using a PG64 hot mix AC with a 12.5mm nominal maximum aggregate size at 32 degrees
- ⦿ Using a 2" thick hot mix AC with a permeability $> 2.6 \times 10^{-11}$ cm/sec
- 30% by weight of RAP was used for both the control RAP and RAP with milled GlasPave

Millability and Recyclability

The material supplier shall provide proof that the paving mat can be milled and the resulting RAP containing the milled paving mat can be recycled (without screening) back into a new mix. Proof of millability and recyclability for this RAP shall consist of written documentation from an independent asphalt recycling plant and/or testing lab., and samples made with 30% RAP containing the recycled paving mat shall pass the AASHTO testing as listed above. Composite interlayers with paving fabrics and other interlayers not pre-coated with elastomeric polymer are not eligible for consideration

Storage and Handling

The paving mat shall be stored per the manufacturer's recommendations in a dry covered condition free from dust, dirt and moisture. The paving mat shall be installed in accordance with the manufacturer's installation guidelines and this specification. Where a conflict exists between the specifications, the more stringent specification will apply. A copy of the manufacturer's specifications shall be provided to the engineer at the pre-construction meeting or no later than five working days prior to installation.

Asphalt Bonding Application

- A) Asphalt binder for application of the mat shall be PG 64 (-10 to -34) or PG 70 (-10 to -34). Higher ambient installation temperatures will require PG 70(-10 to -34) asphalt binder to reduce the chances of movement and improve stability of the mat under construction traffic. Higher performing "trackless" tack asphalts are also used in some markets in these conditions.
- B) The application rate shall be 0.15 Gal/SY (0.57 l/m²) to 0.17 Gal/SY (0.64 l/m²) on a new pavement surface, 0.17 Gal/SY (0.64 l/m²) to 0.19 Gal/SY (0.72 l/m²) on an aged oxidized surface and 0.2 Gal/SY (0.76 l/m²) to 0.22 Gal/SY (0.83 l/m²) on a milled surface.

EXECUTION

Placement

- A) The surface on which the paving mat is to be placed shall be reasonably free of dirt, water, vegetation or other debris.

- B) When installing on an existing surface, paving mat shall be placed on a drainable surface, and any rutting or low spots in the pavement shall be removed by milling or by adding a leveling course. Potholes and pop-outs shall be properly repaired as directed by the engineer. Cracks exceeding 1/4 inch (6mm) in width shall be filled with suitable crack filler. Crack, pop-out and pothole fillers shall be allowed to cure.
- C) When placing on a smooth / level milled surface, a pneumatic tire roller shall be used to facilitate full adhesion. Smooth / level milled surface is defined as a surface that has no rutting, uneven delaminated areas or longitudinal ridging over 1" high and no groove or sharp vertical surfaces greater than 1/4" (6mm) in depth or width. It is suggested that the milling equipment have no missing "teeth" and that they are properly spaced, and the equipment is operated at a speed slow enough to achieve the smooth /level mill as defined. If this cannot be achieved than a leveling course shall be required.
- D) When placement of the paving mat is on a leveling course the surface shall be allowed to cool sufficiently (<140F) and stabilize, prior to placement of the precoated high tensile paving mat, to prevent lift-up of paving mat.
- E) Neither the asphalt binder nor the paving mat shall be placed when weather conditions, in the judgment of the engineer or manufacturer's representative, are not suitable. Air and pavement temperature shall be sufficient to allow the tack coat to hold the paving mat in place. The air temperature shall be 50°F (10°C) and rising for placement of the hot asphalt tack coat. When air temperatures exceed 85°F (29.4°C) it is suggested that a 70 (-10 to -34) hot asphalt tack or a trackless tack be used.
- F) Application of the tack coat shall be by a calibrated distributor truck spray bar. Emulsified Asphalt shall not be allowed. Temperature of the tack coat shall be sufficiently high enough to permit uniform spray pattern and shall be above 325° F (163°C).
- G) The target width of the tack coat application shall be the width of the paving mat, plus 4 inches and wide enough to cover the entire width of paving mat overlaps. The tack coat shall be applied only as far in advance of the paving mat installation as is appropriate to ensure a tacky surface at the time of the paving mat placement. Traffic shall not be allowed on the tack coat.
- H) The paving mat shall be placed onto the tack coat with minimum folds or wrinkles and before the tack coat has cooled and lost tackiness. As directed by the engineer or manufacturer's representative, wrinkles or folds greater than 1 inch (25mm) shall be slit and laid flat or pulled out and replaced. In these repaired areas, additional tack coat shall be applied as needed to achieve a sound bond to the substrate. Damaged paving mat shall be removed and replaced, with same per the manufacturer's recommendations, at the contractor's expense.
- I) During hot temperature applications or when excess tack coat bleeds through the paving mat under normal construction traffic causing excessive movement of mat or "pick-up", a trackless tack is preferred way to mitigate this. A pneumatic tire roller with a water/soap spray to cool or broadcasting clean sand or hot mix to create a bond break between the excess tack and the construction equipment tires have been used. If sand

is applied, any excess sand shall be removed from the paving mat, using methods other than power brooming, prior to placing the specified AC mix overlay. No other material, such as asphalt release agents or diesel, shall be used for this purpose.

- J) Transverse joint in the paving mat shall be overlapped in the direction of paving 3-5 inches (75 -127 mm) and longitudinal joints shall be overlapped 1-2 inches (25 -50 mm) or as recommended by the manufacturer. Paving mat shall be shingled in around the curve to achieve complete coverage in a curved area as diagramed here:



- K) Brooming, squeegee or pneumatic tire rolling shall be used to remove any air bubbles and to maximize paving mat contact with the pavement surface and shall be done in accordance with the manufacturer's specifications and to the satisfaction of the engineer. When there is difficulty getting adhesion such as windy conditions, placement shall be closer behind the tack application as the wind can create a skim on the asphalt surface quickly. It is also recommended that a pneumatic tire roller (do not use a steel roller) be used to aid in full adhesion of the paving mat into the hot asphalt tack.
- L) No traffic, except necessary construction traffic or emergency vehicles, shall be driven on the paving mat, unless approved by the engineer. If traffic on the paving mat is approved by the engineer, clean sand shall be lightly broadcasted over the paving mat or any exposed uncovered tack coat. Any loose sand shall be removed prior to paving. Care shall be taken to ensure no sudden stops, sharp turning of wheels to prevent damage to the paving mat.
- M) After installing the paving mat, placement of the first lift of the specified AC mix overlay shall closely follow. All areas in which the paving mat has been placed shall be paved during the same day, unless approved otherwise by the engineer or manufacturer's representative.
- N) In the event of rainfall on the paving mat prior to the placement of the first specified AC mix overlay lift, the paving mat shall be allowed to dry before the specified AC mix is placed.
- O) The compacted thickness of the first lift of the specified AC mix overlay on the paving mat shall not be less than 1.5 inches (40mm)

Measurement and Payment:

The contract prices paid per square yard for **Pavement Reinforcement Fabric** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for

doing all the work involved in placing pave mat, complete in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no other compensation shall be allowed therefore.

10-1.27 ASPHALT CONCRETE (RAP Optional)

Asphalt concrete shall conform to the provisions in Section 39-2, "Hot Mix Asphalt" of the Standard Specifications and these special provisions.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. The aggregate for asphalt concrete shall conform to the **(Type A, 3/4-inch, 3/8-inch, and 1/2-inch, Aggregate Gradation)** specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
3. The asphalt binder grade shall be:
PG 76-22 for Type A asphalt concrete with 1/2" Aggregate Gradation
PG 64-28 for Type A asphalt concrete with 3/4" Aggregate Gradation and
PG 70-10 for asphalt concrete leveling course.
4. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:
<http://www.dot.ca.gov/hq/esc/Translab/ormt/fpmlab.htm>
6. The Contractor may produce asphalt concrete using reclaimed asphalt pavement (RAP). The Contractor may substitute RAP for a portion of the virgin aggregate in asphalt concrete in an amount not exceeding 15 percent of the asphalt concrete dry aggregate mass.

RAP shall not be used in Open Graded Asphalt Concrete or Rubberized Asphalt Concrete."

Replace The First Paragraph of Section 39-2.01A(3)(d) "Test Results", with:

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results electronically to the Engineer.

Add The Following as the First Paragraph of Section 39-2.01A(4)(b) "Job Mix Formula Verification", with:

At the Engineer's sole discretion, the Engineer may choose to verify the full Job Mix Formula (JMF), or any portion thereof, or accept the Contractors submitted test results in lieu of

verification testing in accordance with the following sections. In any case, this verification will serve the purposes of this project alone, and shall not be used for any other project.

Remove the paragraphs of Section 39-2.01A(4)(b) “Job Mix Formula Verification”, as follows:

Paragraph 9; which starts “You may adjust...”

Paragraph 10; which starts “For each HMA type...”

Paragraph 11; which starts “A verified JMF...”

**Replace Section 39-2.01A(4)(d) “Job Mix Formula Renewal”, with:
39-2.01A(4)(d) Reserved**

**Replace Section 39-2.01A(4)(e) “Job Mix Formula Modification”, with:
39-2.01A(4)(e) Reserved**

**Replace Section 39-2.01D “Payment” with:
39-2.01D Payment
Reserved**

Replace the second paragraph of Section 39-2.02A(1) “Summary”, as follows:

You may, by written request separate from the Job Mix Formula (JMF) submittal, request the Engineer allow you to use a Warm Mix Asphalt (WMA) Technology.

Remove the first paragraph and table of Section 39-2.02B(4)(b) “Aggregate Gradations”.

Remove the second paragraph and table of Section 39-2.02C “Aggregate Gradations”.

A prime/tack coat is required:

- a. Prime Coat shall be applied to the base prior to placing the Hot Mix Asphalt. Prime Coat shall be e-prime or approved equal and will be spread at a rate of 0.15 to 0.35 gal/sy, as directed by the Engineer.
- b. Tack coat shall be applied to existing pavement including planed surfaces, between layers of HMA and vertical surfaces of curbs, gutters, and construction joints. Tack coat must comply with the specifications for asphaltic emulsion in 2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

The price paid for asphalt concrete shall include all costs for prime or tack coat(s) applied to all edges and between layers of asphalt concrete paving or overlay.

On bridge decks and on the five feet of roadway approach immediately adjacent to the end of the bridge/back of pavement seat, operate rollers in static mode only; vibratory compactions shall not be permitted.

Replace Section 39-2.02D “Payment” with:

Quantities of asphalt concrete with/without RAP, will be paid for at the contract price per ton for **Asphalt Concrete (Type A)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

Quantities of asphalt concrete leveling course with/without RAP, will be paid for at the contract price per square yard for **Asphalt Concrete (Leveling)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.28 MISCELLANEOUS CONCRETE CONSTRUCTION

Curb & gutter, cross gutter, spandrel, sidewalk, and pedestrian ramp shall conform to the provisions in Section 73, “Concrete Curbs and Sidewalks,” of the Standard Specifications.

The concrete for curb & gutter, sidewalk, and pedestrian ramp shall be Minor Concrete.

The second and third sentence of the first paragraph in Section 73-1.03B, “Subgrade Preparation,” of the Standard Specifications is superseded by the following:

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.50-foot below the grading plane for the width of the traveled way, including cross gutters and spandrels. Where curb & gutter, cross gutter, spandrel, sidewalk, pedestrian ramps, and gutter depression are to be constructed, the sub grade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 0.50-foot below the grading plane.

After compaction and grading, the sub grade shall be firm, hard, and unyielding.

The constructed curb ramp and/or sidewalk slopes shall be verified using a 2-foot electronic level and shall not exceed the maximum grade as shown on the plans and/or standard drawings. If ramp of sidewalk exceeds the maximum slope allowed, Contractor shall reconstruct the ramp or sidewalk at the Contractor’s expense as directed by the Engineer.

Non-Pigmented curing compound shall be used on exposed concrete surfaces other than curb and gutter.

Any curb and sidewalk joints (weakened plane joints and expansion joints) within the County jurisdiction shall be constructed per County Std. 110A (modified) or SPPWC Std. 112-2. If in the event, the adjacent sidewalk of the existing ramp or portion of the existing ramp to be reconstructed/upgraded was field verified and determined to have cracks (1/4” and larger), the Contractor shall repair and seal cracks (1/4” and larger) by using concrete repair caulk such as Polyurethane Concrete Crack sealant or approved equivalent like epoxy. No grouts shall be used. It shall be smooth troweled. Likewise, as directed by the Engineer, the Contractor shall

repair and restore any vertical grade separation of any portion or portions of the adjacent sidewalk by sawcutting to a neat true line, removing damaged area, compacted, graded and poured with minor concrete with slope not to exceed the maximum allowed (preferred 1.5% max). Prior to any repair or restoration, Contractor has to notify the Engineer and seek his approval and direction.

In the mountain and desert areas where freezing/thawing are seasonal, the concrete shall be air-entrained as provided in Section 90-1.02E(3), "Air-Entraining Admixtures," of the Standard Specifications. The air content after mixing and prior to placing shall be no more than 5.5 percent and no less than 4.0 percent.

Nothing herein shall be construed as relieving the Contractor of his responsibility to conform and meet all the requirements of an ADA compliant ramp or sidewalk.

The contract unit price paid per cubic yard for **Minor Concrete (ADA Ramp, Spandrel, Cross Gutter, Curb & Gutter, and Sidewalk)** shall include full compensation for furnishing all labor, materials, equipment and incidentals, including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.29 ADA RAMP DETECTABLE WARNING SURFACE

This work consists of work related to the installation of Detectable Warning Surface (DWS) and shall match yellow color in accordance with Section 73-1.02B, "Detectable Warning Surface" of the Standard Specifications, these special Provisions and as directed by the Engineer.

Detectable Warning Surfaces are required at all ramp locations. The Detectable Warning Surface shall be constructed by a cast-in-place ("Wet Set") method or by another method approved by the Engineer in advance. The location and other details for Detectable Warning Surface can be referred to any of the following: County Standard Dwg. No. 110; 2015 Caltrans Standard Plan RSP A88A; and Standard Plans for Public Works Construction (SPPWC) 111-4. All Detectable Warning Surfaces shall be non-removable and non-replaceable with a minimum edge thickness of 1 inch. **A glue down Detectable Warning Surface is not allowed.**

At locations where existing ramps are ADA compliant but only requires replacement of DWS the concrete area shall be saw cut in a neat true line, removed and disposed of prior to installation. The DWS shall be installed in a freshly poured minor concrete. The removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Some or all ADA Ramps depending on the configuration may require on or more surface material of 4' x 3' block of material or 5' x 3' block of material. Irregular shape of one or more Detectable Warning Surface shall conform with the plan. Therefore, Contractor's attention is directed to the plan for the actual quantity in square footage and configuration of Detectable Warning Surface material to be used at each ramp location.

As directed by the Engineer, the Contractor shall repair and seal cracks (1/4" and larger) adjacent to the proposed ADA ramps if present by using concrete repair caulk such as Polyurethane Concrete Crack sealant or approved equivalent like epoxy. No grouts shall be used. It shall be smooth troweled. Attention is directed to section, "Miscellaneous Concrete Construction" elsewhere in these special provisions.

The contract unit price paid per each for **Curb Ramp Detectable Warning Surface** shall include furnishing all labor, materials, hardware, tools equipment and incidentals needed for construction or installation of the detectable warning surface including repair and sealing of crack as specified in these Special Provisions, and no additional compensation will be allowed therefor.

10-1.30 SURVEY MONUMENTS

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

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

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

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

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

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

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

10-1.31 BARRICADE

This work consists of furnishing, installing, and assembly of a wooden barricade, as shown on the plans, complete and in place, in accordance with Section 57, "Wood and Plastic Lumber Structures," and relevant sections mentioned below of the Standard Specifications and these Special Provisions.

Structural metal, unless otherwise specified or shown on the plans, and all hardware shall be hot dip galvanized, in accordance with the provisions in Section 75-1.02B, "Galvanizing".

The portion of the barricade posts below the ground surface shall be pressure treated after fabrication in conformance with the provisions in Section 57-2.01C(3) "Treated Timber".

All exposed wooden surfaces shall be painted to match the color called out by County Standards and in accordance with Section 57-2.01C(4) "Painting".

Entire wooden members (planks and posts) shall receive two (2) coats of a water seal.

As directed by the Engineer, Contractor shall construct and install wooden barricade in accordance with County Standard 305, as shown on the plan. Unless otherwise specified on the plan, this barricade shall be supplemented with County Standard 305a.

The contract price paid per linear foot for **Barricade** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing the barricade, including excavation, backfill, pressure treating, water sealing, hardware, complete in place, as shown on the plans, and as specified in the manufacturer's specifications, these Special Provisions and as directed by the Engineer. No additional compensation will be allowed therefor.

10-1.32 ROADSIDE SIGNS

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

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

Portions of existing sidewalks shall be saw cut, removed and reconstructed with blockouts for roadside sign posts. Blockouts shall extend 2"+ outside the perimeter of the posts. Posts shall be concreted in place afterwards.

Attention is directed to Section, "Remove Concrete," in these Special Provisions.

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

The contract unit price paid for **Road Sign (Metal Post)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including

the installation of sign panels, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.33 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall install two-way blue retroreflective markers in accordance with Section 81-3 of the Standard Specifications.

Location of the blue retroreflective pavement markers shall be as shown on California MUTCD 2014 Figure 3B-102 (CA), "Examples of Fire Hydrant Location Pavement Markers," included within these Special Provisions and as directed by the Engineer.

The Contractor shall install Type D two way yellow and Type G one-way clear retroreflective markers and Type H one-way yellow retroreflective markers as specified on plans.

Full compensation for furnishing and placing pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Retroreflective – Type D, G and H)** and no additional compensation will be allowed therefor.

The Contractor shall install rumble strip consisting of Type A non-retroreflective markers as specified on plans. Full compensation for furnishing and placing pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Non-reflective – Type A)** and no additional compensation will be allowed therefor.

Full compensation for furnishing and placing blue pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Retroreflective - Blue)** and no additional compensation will be allowed therefor.

10-1.34 OBJECT MARKERS AND DELINEATORS/CHANNELIZERS

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

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

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

The contractor shall install CA Type L-1(CA)(OM2-2V) object marker per the CA MUTCD 2014 figure 2C-13(CA) at location(s) shown on the plan, height of the object marker shall be measured from the nearest flow line.

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

10-1.35 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS

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

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

Traffic stripes and pavement markings shall be painted as shown on the plans and/or as determined by the Engineer.

The contract prices paid per linear foot for **Paint 6" wide Traffic Stripe (2-coat)**, **Paint 8" wide Traffic Stripe (2-coat)**, and **Paint 6" wide Double Yellow Traffic Stripe (2-coat)** and per square foot for **Paint Pavement Marking (2-coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.36 SIGNALS AND LIGHTING (2018 CALTRANS STANDARD SPECIFICATIONS)

10-1.36.1 Description

The work to be done consists of furnishing electrical equipment and materials, and installing of electrical systems, include all traffic control and necessary appurtenant work for the installation of traffic signal and safety lighting at the following location(s):

1. Baker Boulevard and Mojave Pointe Road

Standard plans referred to on the signal modification plans and in these Special Provisions for electrical work shall be in accordance with 2018 Caltrans Standard Plans including current revisions.

The furnishing and installing of traffic signals and highway lighting shall conform to Sections 86, "Electrical Work" and 87, "Electrical Systems," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

10-1.36.2 Contractor Supplied Materials

The Contractor shall provide all materials, including but not limited to: conduits, pullboxes, all wiring and conductors, signal cables, foundations, Type B push button assembly and related hardware, pedestrian push button R10-3 (9"x12") sign, and any other hardware necessary for the traffic signal and safety lighting installation.

The Contractor shall furnish and install any additional electronic equipment required to provide the desired signal operation as shown on plan.

Attention is directed to Section 6 "Control of Materials:" of in these Special Provisions for County Supplied Materials. The Contractor shall be responsible for contacting the County Traffic Division at (909) 387-8186 at least ten (10) days in advance to coordinate release and pick up of the stated materials.

10-1.36.3 County Furnished Materials

Attention is directed to Section 6 "Control of Materials" of these Special Provisions for County Furnished Materials. The Contractor shall be responsible for contacting the County Traffic Division at (909) 387-8186 at least ten (10) days in advance to coordinate release and pick up of the stated materials.

10-1.36.4 Regulations and Code

Electrical equipment must comply with the requirements listed in Section 86-1.01D (1), "General," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

Attention is specifically directed to the California Administrative Code, Title 8, Subchapter 5, "Electrical Safety Orders," Articles 85 and 86, in accordance with which all persons and equipment working up to six (6) feet of high voltage power lines must meet the exceptions specified in the above mentioned code. The six (6) feet dimension shall be increased if required by Southern California Edison regulations.

10-1.36.5 Submittals

Within 15 days after contract approval, the Contractor shall submit a list of electrical equipment and materials proposed to be installed. List of electrical equipment and material shall conform to the provision in Section 86-1.01C, "Submittals," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

10-1.36.6 Foundations

Pole foundations shall conform to the provisions in Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals" of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

CAST-IN-DRILLED-HOLE CONCRETE PILING

Cast-in-drilled-hole concrete pile foundations shall conform to the provisions in Section 49-3, "Cast-In-Place Concrete Piling," of the Standard Specifications and these special provisions.

Concrete must contain not less than 590 pounds of cementitious material per cubic yard.

For standards and poles located in sidewalk areas, the pile foundation must be placed to final sidewalk grade before the sidewalk is placed. The top 4 inches must be square shaped.

10-1.36.7 Conduit

Conduit shall conform to the provisions in Sections 86 and 87, "Electrical Systems," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

All conduit shall be 4" minimum, schedule 80 electrical grade PVC unless otherwise noted or approved by the Engineer. Galvanized rigid steel conduit SHALL NOT be allowed as the final, installed material.

Depth of all new conduit shall conform to the provisions of Section 87-1.03B(3), "Conduit Installation Underground". The contractor shall verify depth of existing conduit(s) for conformance to Section 87-1.03B(3). In the event that existing conduit depth does not meet minimum requirements, the contractor shall relocate existing conduits and wiring as directed by the engineer.

Insulated bonding bushing will be required on all conduit.

Conduit runs shown on plans to be located behind curbs may be installed in the street, within three (3) feet of, and parallel to the face of the curb by the "Conduit Installation by the Trenching-In-Pavement Method" described in Section 87-1.03B(6). All pull boxes shall be located behind the curb or at the locations shown on the plans.

Conduit ends shall be sealed after installation to preclude water and dirt infiltration prior to pulling conductors.

After conductors have been installed, the ends of conduits terminating in pull boxes, service and controller cabinets shall be sealed with "a duct seal" type of sealing compound.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, as specified in the third paragraph in Section 87-1.03B, "Conduit Installation," of the 2018 Caltrans Standard Specifications shall be used.

Only galvanized rigid steel conduit shall be used as a drilling or jacking rod, provided damaged or abraded sections are removed. Galvanized rigid steel conduit SHALL NOT be allowed as the final, installed material, only the drilling or jacking rod.

At locations where conduit is to be installed, by jacking or drilling as provided in Section 87-1.03B(5), "Conduit Installation by the Jacking and Drilling Method," of the 2018 Caltrans Revised Standard Specifications, and if delay to any vehicle will not exceed two minutes, conduit may be installed by the "Conduit Installation by the Trenching-In-Pavement Method" as specified in said Section 87-1.03B(6).

Spreading and finishing of portland cement concrete surfacing shall be performed by any method which will produce a portland cement concrete surfacing of uniform smoothness, and texture equal to the adjacent surface.

The contract lump sum price for "**Signals and Lighting**" shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the work involved in installing conduits including trenching or directional drilling, complete in place, as shown on the plans, or as directed by the Engineer.

10-1.36.8 Pedestrian Push Buttons

Pedestrian push buttons shall conform to the provisions of Section 86-1.02T, "Accessible Pedestrian Signals," Section 86-1.02U, "Push Button Assemblies," of the 2018 Caltrans Standard Specifications and current revisions, the most current Americans with Disabilities Act (ADA) requirements, and these Special Provisions.

Pedestrian push button housing shall be the metal type. Pedestrian push button shall be Type "B" Assembly per Standard Plan RSP ES-5C and conform to the most current American Disabilities Act (ADA) Specifications. Posts for pedestrian push buttons must comply with Section 56-3, "Overhead Sign Structures, Standards, and Poles."

10-1.36.9 Pull Boxes

Pull boxes shall conform to the provisions in Section 86-1.02C, "Pull Boxes," and Section 87-1.03C, "Installation of Pull Boxes" of the 2018 Caltrans Standard Specifications and current revisions, and these special provisions.

The pull boxes shall be placed according to Caltrans Standard Plan RSP ES-1C and RSP ES-8A.

The pull boxes located in roadways or shoulder areas subject to traffic shall be equipped with steel traffic weight covers per Caltrans Standard Plan RSP ES-8B.

The pull boxes installed adjacent to the controller cabinet shall be 6 (E) .

Grout shall be placed in the bottom of pull boxes.

Pull boxes shall not be located in or within 1 foot of a curb access ramp. Pull boxes shall be placed with their tops flush with surrounding finished grade, except as required by the Engineer.

Pull boxes shall be installed at the locations shown on the plans and shall be spaced at no more than 200-foot intervals. The Contractor may, at the Contractor's expense, install additional pull boxes to facilitate the work.

Pull boxes covers shall be marked with "Traffic Signal." The "Caltrans" cover marking is not allowed.

10-1.36.10 Conductors, Wiring and Cables

Conductors and cables shall conform to the provisions in Section 86-1.02F, "Conductors and Cables," Section 87-1.03F, "Conductors and Cable Installations," Section 87-1.03H, "Conductors and Cables Splices," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

Conductors No. 10 AWG or larger, shall be spliced by the use of "C" shaped compression connectors as shown in the Standard Plans.

Splices shall be insulated by "Method B" as specified in Section 87-1.03H(2), "Splice Insulation Methods" of the 2018 Caltrans Standard Specifications.

Conductors shall be wrapped around projecting end of conduit in pull boxes. Cables shall be secured to the projecting end of conduit in pull boxes to prevent pulling of cables without removing the securing device.

The minimum insulation thickness, at any point, for Type USE, RHH, or RHW wire shall be 39 mils for conductor sizes No. 14 to No. 10, inclusive, and 51 mils for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 27 mils for conductors sizes No. 14 to No. 10, inclusive, 40 mils for No. 8, and 54 mils for No. 6 to No. 2, inclusive.

10-1.36.11 Service

Electrical service shall conform to the provisions in Section 86-2.11, "Service," of the 2018 Caltrans Standard Specifications and current revisions and these Special Provisions.

Service at this location shall be Type III-BF 120/240 volt service equipment enclosure with test switch per Caltrans Standard Plan RSP ES-2E and as shown on the plans. The necessary conduit from the cabinet to the service point shall be installed by the CONTRACTOR as directed by the engineer and approved by Southern California Edison.

Service equipment shall be installed as soon as possible to enable the utility to schedule its work well in advance of the completion of the project.

10-1.36.12 Bonding and Grounding

Bonding and grounding shall conform to the provisions in Section 86-1.02F(1)(c)(ii) "Bonding Jumpers and Equipment Grounding Conductors," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

Bonding jumpers in standards with hand holes and traffic pull box lid cover shall be attached by a UL-listed lug using a 3/16-inch diameter or larger brass or bronze bolt and shall run to the conduit or bonding wire in the adjacent pull box. The grounding jumper must be visible after the standard is installed and the mortar pad and cap is placed on the foundation.

Equipment bonding and grounding conductors are required in all conduits, except when the conduits contain fiber optic cable. A No. 8 minimum bare copper wire shall run continuously in circuits, except for series lighting circuits, where No. 6 bare copper wire shall run continuously. The bonding wire size shall be increased to match the circuit breaker size in conformance with the Code, or shall be as shown on the plans. Conduits to be installed for future conductors, may omit the copper wire.

Ground metal conduit, service equipment, and grounded conductor at the service point as specified by NEC and service utility, except grounding electrode conductor must be No. 6 or larger.

10-1.36.13 Operational Testing

Operational test shall conform to the provisions in Section 87, "Electrical Systems," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

The Contractor shall arrange to have a signal technician, qualified to work on the controller assembly present at the time the equipment is activated.

The Contractor shall test each loop circuit for continuity, circuit resistance, and insulation resistance at the controller cabinet location.

The County will have their signal contractor on site to answer questions and to inspect the signal construction.

The Contractor shall notify Resident Engineer to make arrangements to be tested by County subcontractor (St. Francis Electric, LLC).

10-1.36.14 Solid State Traffic Actuated Controllers

Solid-state traffic actuated controller units, cabinets, and auxiliary equipment shall conform to the provisions in Section 86-3, "Controller Assemblies," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

The Contractor shall install County furnished Cobalt controller with touch screen option including NEMA TS2-1 R77 controller cabinet with 16-channel MMU, and all appurtenant equipment. Controller cabinet shall include LED internal cabinet lighting and slide out drawer.

The CONTRACTOR shall furnish and install any additional electronic equipment required to provide the desired signal operation as shown on the plans.

The CONTRACTOR shall make all field-wiring connections to the terminal blocks in the controller cabinet.

The foundation for the Type "R" cabinet shall be per Caltrans Standard Plan ES-3B. The foundation shall include furnishing and installing the anchor bolts.

The CONTRACTOR shall be responsible for all contacts with controller manufacturer required during the construction and functional testing portions of the contract.

Controller units equipped with a "guaranteed passage time feature" shall provide a method of omitting this feature without internal circuit modification.

The controller unit power supply shall be capable of supplying a minimum of 1/2 ampere to external circuits.

The convenience receptacle shall have ground-fault circuit interruption as defined by the code. Circuit interruption shall occur on a 5milliamperes of ground-fault current.

The CONTRACTOR shall, at no cost to the County, arrange with the equipment manufacturer to have an approved technician present at the time the equipment is turned on to ensure proper equipment setup so that the equipment warranty is fully valid once the County accepts the projects and component maintenance. The CONTRACTOR is recommended to make these arrangements with the manufacturer at least two weeks in advance of the expected turn on date.

The CONTRACTOR must bid exactly to the specifications herein and the State Standard Specifications.

10-1.36.15 Pedestrian Signal Faces

Pedestrian signals shall conform to the provisions in Section 86-1.02S, "Pedestrian Signal Faces," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

Pedestrian heads shall have light emitting diode (LED) pedestrian modules.

All pedestrian signals shall be the countdown type.

10-1.36.16 Vehicle Signal Faces

Vehicle signal faces, signal heads and auxiliary equipment, as shown on the plans, and the installation thereof, shall conform to the provisions in "Signal Heads" Section 87-1.02(R)1 through "Signal Faces" Section 87-1.02(R)4 of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

All vehicle indications shall be 12" and have light emitting diode (LED) signal modules.

All vehicle heads shall be equipped with back plates. Back plates shall be pre-manufactured metallic with louvers and shall be of one piece construction. Hardware attaching back plate to

signal head shall be equipped with washers. All vehicle heads shall be metallic. Signal head mounting hardware shall not be aluminum, including pipe and fittings.

10-1.36.17 Video Detection System

Video vehicle detection system shall conform to these Special Provisions. The CONTRACTOR shall install County furnished video detection system per the manufacturer's specifications. Video detection system will be by Autoscope Vision or as approved by the County of San Bernardino - Traffic Division.

The video and power cables to be used between the camera and the controller cabinet shall be per the manufacturer's specifications. The manufacturer's instructions must be followed to ensure proper connection.

The video cable shall be installed in a continuous run with no splices. This is to prevent moisture from seeping into connections made in conduit and to help ensure ground isolation.

The CONTRACTOR shall, at no cost to the County, arrange with the equipment manufacturer to have a factory certified representative present at the time the equipment is turned on to ensure proper equipment setup so that the equipment warranty is fully valid once the County accepts the projects and component maintenance. The CONTRACTOR is recommended to make these arrangements with the manufacturer at least two weeks in advance of the expected turn on date. A factory certified representative from the supplier shall be on-site during installation.

10-1.36.18 Emergency Vehicle Preemption System

Emergency vehicle preemption (EVP) system shall conform to these Special Provisions.

The CONTRACTOR shall install the County furnished emergency vehicle preemption system. The emergency vehicle preemption system will be infrared type and will provide emergency vehicle detection for all four directions at the intersection of **Baker Boulevard and Mojave Pointe Road** and shall be installed per the manufacturer's specifications.

10-1.36.19 Uninterruptable Power Supply (UPS)

The uninterruptable power supply (UPS) shall conform to these Special Provisions. The CONTRACTOR shall furnish and install uninterruptable power supply system consisting of nickel-zinc batteries with 1000 watt minimum battery storage.

Mounting method for both the batteries and unit shall be shelf-mount. All necessary hardware for mounting shall be included in the bid price of the UPS.

The CONTRACTOR shall, at no cost to the County, arrange with the equipment manufacturer to have an approved technician present at the time the equipment is turned on to ensure proper equipment setup so that the equipment warranty is fully valid once the County accepts the projects and component maintenance. The CONTRACTOR is recommended to make these arrangements with the manufacturer at least two weeks in advance of the expected turn on date.

10-1.36.20 LED Luminaires

LED luminaires shall conform to the provisions in Section 86-1.01C(3), "LED Luminaires," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions. The

LED luminaires shall be furnished by the CONTRACTOR, at the intersection with 200-watt lamps as shown on the plans.

10-1.36.21 Photoelectric Controls

The CONTRACTOR shall furnish and install Type V photoelectric control equipment for safety lighting. A lighting contactor shall be provided for the safety lights. A test switch shall be provided for the luminaire circuit.

Contactors shall be mechanical armature type.

The Contractor shall furnish and install in the service equipment enclosure a time delay photo cell for the luminaires.

10-1.36.22 Mastarm Mounted Signs and Retroreflective Street Name Signs

The CONTRACTOR shall furnish and install the mast arm mounted signs and mounting brackets per Caltrans Standard Plan RSP ES-7N, Detail U.

The CONTRACTOR shall furnish and install retroreflective street name signs per Caltrans Standard Plan ES-7P and secure signs with a 1/8-inch galvanized steel cable as shown on the plan. The Contractor shall furnish mounting assembly (brackets) for mounting the retroreflective street names on the signal mast arm per Caltrans Standard Plan ES-7P.

10-1.36.23 Signal "Turn-On"

Functional Testing shall conform to the provisions in Section 86-2.14C, "Functional Testing," of the 2018 Caltrans Standard Specification and current revisions, and these Special Provisions.

Perform functional test to show that each part of the system functions as specified.

The CONTRACTOR shall notify the County's Field Inspector, five (5) working days prior to the signal "Turn-On" and Functional Testing.

Turn-on of the traffic signal system shall not be made on Monday or Friday or the day preceding a legal holiday.

The CONTRACTOR shall arrange to have a qualified field technician qualified to work on the emergency preemption system and employed by the manufacturer or his representative, to be present at the time the equipment is activated.

The CONTRACTOR shall arrange to have a qualified field technician qualified to work on the emergency preemption system and employed by the manufacturer or his representative, to be present at the time the equipment is activated.

The County will have their signal contractor on site to answer questions and to inspect the signal construction. The CONTRACTOR shall notify the County's field inspector at least two weeks prior to the turn-on date to ensure a signal technician will be on site. Failure to do so may result in delaying the turn-on date

10-1.36.24 Payment

The contract lump sum price for **Signals and Lighting** shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the work involved in constructing the traffic signals, complete in place, as shown on the plans, or as directed by the Engineer.

Payment in the amount of one-third (1/3) of the **Signals and Lighting** lump sum amount *may* be released upon completion and approval of the cabinet foundation and installation of conduit as shown on the plan. This option shall be at the discretion of the Engineer.

10-1.37 PERMITS AND AGREEMENTS

Prior to construction, the Contractor shall obtain permits as required for all work located within the Caltrans Right of Way.

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

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

10-1.38 EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in the Standard Specifications and these special provisions.

10-1.39 COORDINATION

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

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
Baker Unified School District 72100 Schoolhouse	School Buses, Student Drop-Off & Pick-Up	School Hours	Principal / Superintendent	Phone: 760-733-4567 Website: < http://www.baker.k12.ca.us/ >

Ln, Baker, CA 92309				
San Bernardino County Sheriff's 72730 Baker Blvd, Baker, CA 92309	Access by Sheriff	Anytime	Sheriff	Phone: 760-256-1796 Website: < https://wp.sbcounty.gov/sheriff/ >
San Bernardino County Fire Station 53 72734 Baker Blvd, Baker, CA 92309	Access by Fire Trucks	Anytime	Fire Chief	Phone: 760-733-4026 Website: Sbcfire.org

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

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

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

*Permits and Agreements
(Brown Pages)*

inserted here

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

**CEQA-NOE
CALTRANS ENCROACHMENT PERMIT**

NOT FOR BID

Notice of Exemption

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

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

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

Project Description

Project Title: Baker Blvd and Park Avenue Project.

Project Location: The Proposed Project is planned for the entire length of Baker Boulevard and Park Avenue from Baker Boulevard to Roosevelt Lane in Baker, San Bernardino County, California (see attached Location Map).

Project Description: The Proposed Project consist of approximately 2.9 miles of pavement maintenance and generally includes: milling and overlay of new asphalt. The removal of non-compliant concrete ADA Ramps and replace with new ADA compliant ramps and adjacent curb and gutter; isolated sidewalk repairs; install detectable warning surfaces; road striping and other work appurtenant thereto. Install new traffic signal with minor road widening at Baker Blvd and Mojave Pointe Rd. Equipment planned for this project will included but is not limited to: Cold Planer, Concrete Mixer, Backhoe, Paver, Roller and Loader Truck (for removed concrete). No traffic detours or nighttime construction are planned. Construction activities will occur on or adjacent to existing roads and pose no potential for significant environmental impacts. Construction duration is anticipated for approximately 50 working-days.

Applicant

San Bernardino County Dept of Public Works

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

Representative

AJ Gerber

Name

Same as Applicant

Address

Anthony Pham, P.E.

Lead Agency Contact Person

(909) 387-8109

Same as Applicant

Phone

Exempt Status: *(check one)*

- Ministerial [Sec. 21080(B)(1); 15268];
 Declared Emergency [Sec. 21080(B)(3); 15269(a)];
 Emergency Project [Sec. 21080(B)(4); 15269(b)];
 Categorical Exemption. State type and section: Class 1 Categorical Exemption Section 15301(c) Existing Facilities and Class 2, 15302(c) Replacement or Reconstruction
 Statutory Exemptions. State code number: _____
 Other Exemption: _____

Reasons why project is exempt: Section 15301(c) PRC: The proposed project consist of maintenance of existing public or private structures, facilities, including existing highways and streets, sidewalks, and gutters. Also, Section 15302(c) PRC: Replacement or reconstruction of existing structures and facilities.


Signature Anthony Pham, P.E.

Chief, Environmental Mgmt. Div.

Title

10/14/2021

Date

Signed by Lead Agency Signed by Applicant

Date received for filing at OPR: N/A

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

November 16, 2021

FROM

BRENDON BIGGS, Director, Department of Public Works – Transportation

SUBJECT

California Environmental Quality Act Finding for the Baker Boulevard and Park Avenue Project in the Baker Area

RECOMMENDATION(S)

1. Find that the pavement rehabilitation and traffic signal improvements on the Baker Boulevard and Park Avenue Project in the Baker area is exempt under the California Environmental Quality Act, Title 14 of the California Code of Regulations, Section 15301(c) Class 1 (existing facilities) and Section 15302(c), Class 2 (replacement or reconstruction).
2. Approve the pavement rehabilitation and traffic signal improvements on the Baker Boulevard and Park Avenue Project in the Baker area as defined in the Notice of Exemption and direct the Clerk of the Board of Supervisors to file and post the Notice of Exemption.
(Presenter: Brendon Biggs, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Provide for the Safety, Health and Social Service Needs of County Residents.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The requested actions are administrative in nature with minimal financial impact to the Department of Public Works (Department). Sufficient appropriation is included in the 2021-22 Measure "I" Local Street North Desert budget (6650002140 34TX1814).

BACKGROUND INFORMATION

The pavement rehabilitation and traffic signal improvements on Baker Boulevard and Park Avenue in the Baker area (Project) involves milling the existing pavement on Baker Boulevard and overlaying with new asphalt concrete, from 0.86 mile west of State Highway 127, east 2.6 miles, and the installation of a traffic signal at Mojave Pointe Road. Other improvements include: (1) replacing existing ramps in accordance with current design standards and pursuant to the Americans with Disabilities Act (ADA); (2) isolated areas of sidewalk repairs; (3) asphalt overlay on Park Avenue, from Baker Boulevard to Roosevelt Lane; and (4) minor road widening to restripe existing left-turn lane at Baker Boulevard and Mojave Pointe Drive. All work for the Project will be done within the existing right-of-way.

This Project is part of the Measure "I" Local Street Pass-Through Funds Five-Year Capital Improvement Plan Project List for 2020-21 through 2024-25, as approved by the Board of Supervisors (Board) on September 15, 2020 (Item No. 51). The Project aligns with the County

**California Environmental Quality Act Finding for the Baker Boulevard
and Park Avenue Project in the Baker Area
November 16, 2021**

and Chief Executive Officer's goals and objectives of ensuring development of a well-planned, balanced, and sustainable County, and providing for the safety of County residents by preserving and improving the structural integrity of existing road surfaces, as well as improving traffic movement and access for all pedestrians, including those with disabilities.

The Department's environmental staff reviewed the Project and determined that a categorical exemption in accordance with the California Environmental Quality Act (CEQA) Guidelines, Title 14 of the California Code of Regulations, Class 1, Section 15301(c) and Class 2, Section 15302(c) is appropriate. The Class 1 exemption allows for repair and maintenance activities on existing highways and streets, sidewalks, gutters, and similar facilities that involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The Class 2 exemption allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. When the Board considers the environmental finding, the filing and posting of a Notice of Exemption is recommended.

PROCUREMENT

The Department anticipates bringing the Project's plans and specifications, as well as a recommendation to advertise the Project for competitive bids to the Board for consideration in the Spring of 2022.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Aaron Gest, Deputy County Counsel, 387-5455) on October 20, 2021; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on October 25, 2021; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on October 31, 2021.

**California Environmental Quality Act Finding for the Baker Boulevard
and Park Avenue Project in the Baker Area
November 16, 2021**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Dawn Rowe
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: November 16, 2021



cc: PW/Trans - Biggs w/NOE & receipt
File - Transportation w/Map w/NOE & receipt
CCM 11/22/2021

NOT FOR BID

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

Permit No. 0922-NTK-1131	
Dist/Co/Rte/PM 09 / SBD / 127 / L0.17	
DATE December 27, 2022	
Fee Paid \$ EXEMPT	Deposit \$ 0.00
Performance Bond Amount (1) \$	Performance Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of December 2, 2022
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

San Bernardino Department of Public Works
825 East Third Street
San Bernardino, CA 92415

ATTN: Noel Mondragon, Supervising Engineer
Phone: (909) 387-7952

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Conduct traffic control for the San Bernardino County Department of Public Works *Baker Boulevard and Park Avenue Project*. Traffic control plan and project plan sheets attached.

A pre-job teleconference with the District 9 Encroachment Permits Office is required prior to starting work. Contact the office at (760) 784-4154 or (760) 937-1154 to schedule the conference.

Complete and submit the Contractor(s) Authorization form (DOT TR-0429) prior to scheduling the pre-job teleconference.

Caltrans is not a member of the Underground Service Alert (USA) program.

Contact the Caltrans Electrical Maintenance Department five days prior to work affecting Caltrans Electrical facilities at (760) 937-1566 or (661) 477-6656.

CONTINUED ON PAGE 2

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Storm Water Pollution Prevention Plan

In addition to fee, the Permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes _____ Field Work

(If any Caltrans Effort Expended)

- Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before October 31, 20 23

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

De La Rosa, R.
Medina, M.
Reistetter, M.
Richard, A.

Smith, J.
Tetrick, J.

APPROVED:

Ryan A. Dermody, District Director

BY **Kurt Weiermann** Digitally signed by Kurt Weiermann
Date: 2022.12.27 14:52:24 -08'00'

FOR Mark V. Reistetter, District Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternative formats. For information call (916) 653-3657 or TDD (916) 645-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Approval for traffic control activities shall be requested the Monday prior to the week of work. Requests shall be submitted using the included "Permit Traffic Control Request" form.

- A **shoulder** closure may be used when personnel or equipment for the work are located outside of 6 feet from the traveled way.
- A **lane** closure shall be required when personnel are working, or equipment is operated, within 6 feet of the traveled way.

Notify Caltrans Dispatch (760-872-0718) for emergency operations that affect the State highway right-of-way.

NOT FOR BID

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM
DOT TR-0429 (NEW 12/2022)

By signing below, the prime contractor entities each acknowledge that they have received a copy of Encroachment Permit # _____ and agree they, and their employees, managers, officers, directors, agents, subcontractors, and suppliers, will comply with, and will perform all activities in accordance with, all terms, conditions, specifications, standards, provisions, and other requirements of the Encroachment Permit, including but not limited to notifying the permit inspector as required in the Encroachment Permit and the lane closure notifications and the Encroachment Permit General Provisions (TR-0045). The person(s) signing on behalf of each prime contractor warrant and represent he/she/it/they have authority to agree to and so bind the named contractor to this paragraph.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date
Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date
Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date

NOT FOR BID

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION

TR-0128 (REV 08/01) CT #7541-5529-1

PERMIT NO. _____

Dear Sir or Madam:
*All work authorized by the above-numbered permit was
completed on* _____

DATE

SIGNATURE OF PERMITTEE _____

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 92 1548 M

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
PERMIT TRAFFIC CONTROL REQUEST - DISTRICT 9
 09-T-0107 (Rev. 01/2021)

EMAIL TO: Caltrans.D9.Permits@dot.ca.gov

Caltrans District 9 Office of Encroachment Permits Representatives:
 Rick DeLaRosa (760) 784-4154 / Jereme Tetrick (760) 937-1154 / Tom Scott (760) 874-8344 / Kurt Weiermann (760) 937-0791 / Mark Reistetter (760) 937-0113

Permittee	Name	Phone No.	Cell No.	Email Address
Field Contact Information				

Permit No.: _____ Double Permit No.: _____ Work Order/Job No.: _____

Preconstruction Meeting: YES, Date: _____ PENDING (Contact Encroachment Permits Office Representative to Schedule)

Working Days: MON TUE WED THUR FRI SAT SUN

County	Route	Dir.	Limits		Date/Time			Total Number of Lanes	Lane to be Closed #1,#2	T Plan to be Used	Description of Work
			Post Mile	Nearest Cross Streets	Date	Time					
			From:		Start:						
			To:		End:						
			From:		Start:						
			To:		End:						
			From:		Start:						
			To:		End:						
			From:		Start:						
			To:		End:						
			From:		Start:						
			To:		End:						

Caltrans Standard Plans: T10, T11, T12, T13, T14, T30, T31, T32
 This request is due the Monday prior to the week of the planned traffic control.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee’s authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee’s authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee’s list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee’s authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee’s authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee’s authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.
Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

ENCROACHMENT PERMIT GENERAL PROVISIONS

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.
Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

ENCROACHMENT PERMIT GENERAL PROVISIONS

- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

ENCROACHMENT PERMIT GENERAL PROVISIONS

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

ENCROACHMENT PERMIT GENERAL PROVISIONS

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

ENCROACHMENT PERMIT GENERAL PROVISIONS

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.
- Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R67-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
14. **PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of