

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.



Department of Public Works

STANDARD SPECIAL PROVISIONS

Little Third Street and Little Tippecanoe Avenue

LENGTH: 0.69 Mi.

WORK ORDER: H15122

AREA: San Bernardino

ROAD NO.: 497700-010 & 497850-010

Federal Project No. STPL 5954(192)

For use with State of California Department of Transportation
Standard Specifications, 2023 version

Updated: August 2023

By:

**SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS**

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

Little Third Street and Little Tippecanoe Avenue

LENGTH: 0.69 Mi.
WORK ORDER: H15122
AREA: San Bernardino
ROAD NO.: 497700-010 & 497850-010

Federal-Aid Project No. STPL 5954(192)

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

 5/17/24

Noel Castillo, P.E.
Director of Public Works

Date:

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

 5/16/2024

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

Date:



 5/16/2024

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

Date:



Division II to Division IX of these Special Provisions have been prepared under the supervision of the following Registered Engineer:

 5-9-2024

Giuseppe S. Canzonieri

R.C.E C79006

Date:



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NOT FOR BID

NOTICE TO BIDDERS

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

in the building of:

San Bernardino County Department of Public Works

Front Reception Desk

825 East 3rd Street

San Bernardino, CA 92415-0835

PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must be registered with the Department of Industrial Relations at the time of award of the Contract and must remain registered throughout the term of the Contract pursuant to Labor Code section 1771.1. For more information, please see <http://www.dir.ca.gov/Public-Works/SB854.html>

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

Little Third Street and Little Tippecanoe Avenue

LENGTH: 0.69 Mi.

WORK ORDER: H15122

AREA: San Bernardino

ROAD NO.: 497700-010 & 497850-010

Federal-Aid Project No. STPL 5954(192)

{DBE GOAL: 21%}

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

SPECIAL NOTICE

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

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

San Bernardino County affirms that, in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation. This project and the resulting contract have a DBE goal of Twenty-One Percent (21%) participation. Bidders must meet the DBE goal or make adequate good faith efforts to meet the DBE goal, as detailed in Section 2-1.02, "Disadvantaged Business Enterprise" of the Special Provisions. The County may consider the DBE commitments of the 2nd and 3rd low bidders when determining whether or not the apparent low bidder made adequate good faith efforts to meet the DBE goal.

The resulting contract requires the following number of apprentices: 2.

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

A non-mandatory pre-bid meeting is scheduled for:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

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

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

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

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

The Contractor agrees-

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

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

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

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

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

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

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

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

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the

project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

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

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

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

By:



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

DATE: _____

NOT FOR BID

| STANDARD PLANS LIST | |
|----------------------------|---|
| | The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans. |
| | ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND |
| A3A | Abbreviations (Sheet 1 of 3) |
| A3B | Abbreviations (Sheet 2 of 3) |
| A3C | Abbreviations (Sheet 3 of 3) |
| | PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS |
| RSP A20A | Pavement Markers and Traffic Lines - Typical Details |
| A20B | Pavement Markers and Traffic Lines - Typical Details |
| A20D | Pavement Markers and Traffic Lines - Typical Details |
| A24A | Pavement Markings – Arrows |
| A24C | Pavement Markings – Symbols and Numerals |
| A24D | Pavement Markings - Words |
| A24E | Pavement Markings – Words, Limits, and Yield Lines |
| A24F | Pavement Markings - Crosswalks |
| A24G | Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details |
| | EXCAVATION AND BACKFILL |
| A62A | Excavation and Backfill - Miscellaneous Details |
| A62D | Excavation and Backfill - Concrete Pipe Culverts |
| A62DA | Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method |
| A62E | Excavation and Backfill, Cast-in-place, Reinforced Concrete Box and Arch Culverts Typical Details |
| | OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES |
| A73A | Object Markers |
| A73C | Delineators, Channelizers and Barricades |
| A85 | Chain Link Fence and Details |
| A85A | Chain Link Fence and Details |
| A87A | Curbs and Driveways |
| A88A | Curb Ramp Details |
| | DRAINAGE INLETS, PIPE INLETS AND GRATES |
| D75B | Concrete Pipe Inlets |
| | ROADSIDE SIGNS |
| RS1 | Roadside Signs - Typical Installation Details No. 1 |
| RS4 | Roadside Signs - Typical Installation Details No. 4 |
| RS5 | Roadside Sign, PSST Post, Typical Installation, Details No. 1 |
| RS6 | Roadside Sign, PSST Post, Typical Installation, Details No. 2 |
| | TEMPORARY TRAFFIC CONTROL SYSTEMS |
| T9 | Traffic Control System Tables for Lane and Ramp Closures |
| T10 | Traffic Control System Tables for Lane Closure on Freeways and Expressways |
| T13 | Traffic Control System with Reversible Control on Two Lane Conventional Highways |

BID ITEM LIST

| Item No. | Item Description | Measure of Unit | Quantity |
|-----------------|--|------------------------|-----------------|
| 1 | Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts) | FA | 100,000 |
| 2 | Portable Changeable Message Signs | EA | 2 |
| 3 | Storm Water Pollution Prevention Plan (SWPPP) | LS | 1 |
| 4 | Water Pollution Control | LS | 1 |
| 5 | Mobilization | LS | 1 |
| 6 | Traffic Control System | LS | 1 |
| 7 | Clearing and Grubbing | LS | 1 |
| 8 | Develop Water Supply | LS | 1 |
| 9 | Finishing Roadway | LS | 1 |
| 10 | Roadway Excavation | CY | 6,200 |
| 11 | Remove Asphalt Concrete Surfacing | SY | 5,870 |
| 12 | Remove Asphalt Concrete Dike | LF | 100 |
| 13 | Remove Curb and Gutter | LF | 140 |
| 14 | Remove Sidewalk, Spandrel, and Cross Gutter | SY | 160 |
| 15 | Remove Tree and Stump | EA | 16 |
| 16 | Relocate Mailbox | EA | 19 |
| 17 | Cold Plane Asphalt Concrete Pavement | SY | 475 |
| 18 | 1.5 Sack Cement Slurry | CY | 2,100 |
| 19 | Asphalt Concrete (Type A, 3/4" Aggregate Gradation PG 70-10) | TON | 4,560 |
| 20 | Place Asphalt Concrete Dike | LF | 130 |
| 21 | Minor Concrete (Rolled Curb, Curb and Gutter) | CY | 390 |
| 22 | Minor Concrete (Driveway and Transition) | CY | 67 |
| 23 | Minor Concrete (Cross Gutter and Spandrel) | CY | 90 |
| 24 | Minor Concrete (Fire Hydrant Pad) | CY | 2 |
| 25 | Minor Concrete (Cut Off Wall, Sidewalk, Curb Ramp, and Retaining Curb) | CY | 450 |
| 26 | ADA Ramp Detectable Warning Surface | SF | 388 |
| 27 | Chain Link Fence (Type CL-4) | LF | 265 |
| 28 | Replace Existing Redwood Fence and Paint, In Kind, For Address 8188 Whitlock Ave, San Bernardino, CA 92410 (APN 0279-092-34) | LF | 440 |
| 29 | Chain Link Fence (CL-6) | LF | 3,000 |
| 30 | 20' Chain Link Double Drive Gate (Type CL-6) | EA | 4 |
| 31 | Temporarily Remove and Reinstall Fence/Gate | LF | 235 |
| 32 | 30" Reinforced Concrete Pipe (Class II, 1000D) | LF | 249 |
| 33 | 36" Reinforced Concrete Pipe (Class II, 1000D) | LF | 14 |
| 34 | 30" x 19" Elliptical Reinforced Concrete Pipe (Class II, 1000D) | LF | 250 |
| 35 | Minor Structure (24" Parkway Culvert Structure) | EA | 1 |
| 36 | Pipe and Grate Inlet | EA | 1 |
| 37 | Minor Concrete (Concrete Collar) | EA | 2 |
| 38 | 18" RCP Storm Drain (Class II, 1000D) | LF | 10 |

| | | | |
|----|--|----|-------|
| 39 | Minor Structure (Catch Basin - Type A) | EA | 2 |
| 40 | Minor Structure (Junction Structure) | EA | 2 |
| 41 | Minor Structure (Transition Structure) | EA | 1 |
| 42 | 6'x4' Contech (Or Approved Equal) Filterra Biorentention Unit | EA | 1 |
| 43 | 8'x4' Contech (Or Approved Equal) Filterra Biorentention Unit | EA | 1 |
| 44 | 8'x6' Contech (Or Approved Equal) Filterra Biorentention Unit | EA | 1 |
| 45 | Remove Roadside Sign | EA | 7 |
| 46 | Remove Object Marker | EA | 2 |
| 47 | Remove Traffic Stripes | LF | 284 |
| 48 | Relocate Roadside Sign | EA | 6 |
| 49 | Roadside Sign (Metal Post) | EA | 65 |
| 50 | Pavement Marker (Retroreflective Blue) | EA | 9 |
| 51 | Pavement Marker (Retroreflective Type D & G) | EA | 300 |
| 52 | Paint Pavement Marking (2-coat) | SF | 4,100 |
| 53 | Paint Curb Red (2-coat) | LF | 1,000 |
| 54 | Paint Curb Yellow (2-coat) | LF | 40 |
| 55 | Paint 6" wide Traffic Stripe (2-coat) | LF | 5,960 |
| 56 | Paint 6" wide Double Yellow Traffic Stripe (2-coat) | LF | 3,250 |
| 57 | Relocate two (2) patio lights and one (1) camera For Address 8188 Whitlock Ave, San Bernardino, CA 92410 (APN 0279-092-34) | LS | 1 |
| 58 | Install New Single Mailbox (Metal Post) For Address 24576 Little 3rd St, San Bernardino, CA 92410 (APN 0279-053-23) | LS | 1 |
| 59 | Federal Trainee Program | EA | 2 |

NOT FOR BID

ORGANIZATION

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

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

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

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

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

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

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

The work embraced herein shall be done in accordance with:

- 1) The Caltrans 2023 Standard Specifications, including the Caltrans 2023 Revised Standard Specifications (Revisions through July 21, 2023), unless specified otherwise in these Special Provisions (collectively referred to as "the Standard Specifications").
- 2) The Caltrans 2023 Standard Plans (Revisions through July 21, 2023) (collectively referred to as "the Standard Plans").
- 3) Project Plans and these Special Provisions.
- 4) The Contract.
- 5) All other documents identified in the Contract.

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

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

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

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

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

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

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

24. Holiday – Holidays shown in the following

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

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

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

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

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

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

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

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

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

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

Delete section 1-1.08, "DISTRICTS."

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

BID ITEMS AND APPLICABLE SECTIONS

| Item Code | Item Description | Applicable Section |
|------------------|--|---------------------------|
| | Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts) | 4 |
| 128651 | Portable Changeable Message Signs | 12 |
| 130300 | Storm Water Pollution Prevention Plan (SWPPP) | 13 |
| | Water Pollution Control | 13 |
| 999990 | Mobilization | 9 |
| 120100 | Traffic Control System | 12 |
| 170103 | Clearing and Grubbing | 17 |
| 100100 | Develop Water Supply | 10 |
| 220101 | Finish Roadway | 22 |
| 190101 | Roadway Excavation | 19 |
| 398300 | Remove Asphalt Concrete Surfacing | 19/39 |
| | Remove Asphalt Concrete Dike | 39 |
| 153130 | Remove Curb and Gutter | 15 |
| 153211 | Remove Sidewalk, Spandrel, and Cross Gutter | 15 |
| | Remove Tree and Stump | 15 |
| 152370 | Relocate Mailbox | 15 |
| 398200 | Cold Plane Asphalt Concrete Pavement | 39 |
| | 1.5 Sack Cement Slurry | 24 |
| 390132 | Asphalt Concrete (Type A, 3/4" Aggregate Gradation PG 70-10) | 39 |
| 394073 | Place Asphalt Concrete Dike | 39 |
| 731504 | Minor Concrete (Rolled Curb, Curb and Gutter) | 73 |
| 731516 | Minor Concrete (Driveway and Transition) | 73 |
| 731510 | Minor Concrete (Cross Gutter and Spandrel) | 73 |
| 731510 | Minor Concrete (Fire Hydrant Pad) | 73 |
| 731510 | Minor Concrete (Cut Off Wall, Sidewalk, Curb Ramp, and Retaining Curb) | 73 |
| 730070 | ADA Ramp Detectable Warning Surface | 73 |
| 800320 | Chain Link Fence (Type CL-4) | 80 |
| 803110 | Replace Existing Redwood Fence and Paint, In Kind, For Address 8188 Whitlock Ave, San Bernardino, CA 92410 (APN 0279-092-34) | 80 |
| 800360 | Chain Link Fence (CL-6) | 80 |
| | 20' Chain Link Double Drive Gate (Type CL-6) | 80 |
| | Temporarily Remove and Reinstall Fence/Gate | 80 |
| 650022 | 30" Reinforced Concrete Pipe (Class II, 1000D) | 65 |
| 650026 | 36" Reinforced Concrete Pipe (Class II, 1000D) | 65 |
| | 30" x 19" Elliptical Reinforced Concrete Pipe (Class II, 1000D) | 65 |
| | Minor Structure (24" Parkway Culvert Structure) | 65 |
| | Pipe and Grate Inlet | 65 |
| | Minor Concrete (Concrete Collar) | 65 |
| 650014 | 18" RCP Storm Drain (Class II, 1000D) | 65 |

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

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

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

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

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

Delete section 2-1.04, "PREBID OUTREACH MEETING"

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

The Department makes the following supplemental project information available:

Supplemental Project Information

| Means | Description |
|---|-------------|
| Included in the <i>Information Handout</i> | |
| Available as specified in the <i>Standard Specifications</i> | |
| Included with the project plans | |
| Available for inspection at the Transportation Laboratory | |
| Available for inspection at the District Office Telephone no.: _____ | |
| Available for inspection at: _____ _____ Telephone no.: _____ | |
| Available for inspection at: http://www.dot.ca.gov/ | |

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

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

2-1.06A General

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

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

2-1.06B Supplemental Project Information

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

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

1. Project title

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

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

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

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

2-1.10 SUBCONTRACTOR LIST

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

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

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

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

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

DBE GOAL: Percent (21%)

This project is subject to Title 49, CFR Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the County requires the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with Federal Funds. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor, sub recipient, or subcontractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work, and should take all necessary and reasonable steps for this assurance. Additionally, the Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

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

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

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

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

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

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

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

G. DBEs must be certified by the California Unified Certification Program (CUCP). The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification at 1-916-324-1700 for assistance.

Access the CUCP database from the Caltrans, Civil Rights, Business Enterprise Program web site at: <https://caltrans.dbesystem.com/>

♣ Click on the link titled Search Directory of CUCP DBE Certified Firms

♣ Click on the link titled Search for Certified Firms

♣ Searches can be performed using one or more criteria ♣ Follow instructions on the screen. It is recommended that you do the following: (1) You must select at least one certification type. (2) You can also search by a variety of other fields which are listed on the "Certified Vendor Directory". (3) Select the Search or Download Entire Directory.

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

DBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal:

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

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

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

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

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

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

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

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

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

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

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

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

NON-RESPONSIVENESS OF BID OR PROPOSAL

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

FALSE CLAIMS OR REPRESENTATIONS

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

SUBCONTRACTOR AND DBE RECORDS

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

The County requests the Contractor to:

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

Maintain records, including:

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

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

PERFORMANCE OF SUBCONTRACTORS / DBEs

DBEs must perform work or supply materials as listed in the "Local Agency Bidder-DBE Commitment (Construction Contract) form, Exhibit 15-G, included in the bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if such request shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled, resulting in the inability to perform the work on the Contract.

11. The County determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the County of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on Exhibit 15-G, unless it is performed or supplied by the listed DBE or an authorized substitute.

DBE RECORDS AND CONTRACT AUDITS

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

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

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

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

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

ADMINISTRATIVE RECONSIDERATION

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

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

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

DBE CERTIFICATION

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

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

Additional DBE Requirements:

Under 49 CFR 26.13(b):

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

Contractor shall:

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

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

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

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

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

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

All DBE participation will count toward Caltrans federally-mandated statewide overall DBE goal.

Delete section 2-1.15, “DISABLED VETERAN BUSINESS ENTERPRISES.”

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

Delete section 2-1.15C, “PROJECTS MORE THAN \$5 MILLION”

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

Delete section 2-1.27, “CALIFORNIA COMPANIES.”

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

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

ePRO

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

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

FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

Delete section 2-1.33A, "General."

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

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

2-1.34 PROPOSAL GUARANTY

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

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

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

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

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

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

3-1.04 CONTRACT AWARD

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

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

1. The bid protest is in writing.

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

3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

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

3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

3-1.18 CONTRACT EXECUTION

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

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

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

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

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

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

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

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

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

3-1.21 CONFLICT OF INTEREST

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

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

3-1.22 FORMER COUNTY OFFICIALS

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

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

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

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

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

TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

4-1.06A General

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

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

c. Significant Changes in the Character of Work

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

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall SP - 26 apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

Extra work to address subsurface or latent physical conditions that differ materially from those indicated in the contract; or unknown physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed

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

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

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

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

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

Delete section 4-1.07, "VALUE ENGINEERING."

5 CONTROL OF WORK

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

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

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

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

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

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

5-1.12 ASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

High Risk Facility Notification:

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

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

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

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

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

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

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

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

AGENCY CONTACTS

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

| <u>AGENCY</u> | <u>CONTACT</u> | <u>ADDRESS / PHONE / CELL</u> |
|------------------------------|--|--|
| East Valley Water District | Jason Wolf jwolf@eastvalley.org | 31111 Greenspot Road Highland, CA 92346 (909) 888-8986 |
| Frontier Communications | Danielle Samaniego Danielle.samaniego@ftr.com | 9 South 4 th Street Redlands, CA 92373 (909) 488-2719 Emergency: (800) 921-8101 |
| Level 3 Communications/Lumen | Bryan Church Bryan.church@lumen.com | 1110 Palmyrita Avenue, Ste. 130 Riverside, CA 92507 (951) 203-4415 |
| MCI (Verizon Business) | Kelvin Tran Kelvin.tran1@verizon.com | (949) 422-7780 Irvine, CA |

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| San Bernardino Valley Municipal Water District | Brent Adair brenta@sbgmwd.com | 380 E Vanderbilt Way San Bernardino, CA 92408 (909) 721-8950 |
| Southern California Edison | Kevin Purdy Kevin.purdy@sce.com | 287 Tennessee St Redlands, CA 92373 (909) 307-6759 Emergency: (800) 611-1911 |
| Southern California Gas | Salvador Vasquez Svasquez2@socalgas.com | 1981 W Lugonia Ave. Redlands, CA 92374 (909) 335-7891 Emergency: (800) 427-2200 |
| Spectrum | Keith Coley Keith.coley@charter.com | 7337 Central Avenue Riverside, CA 92504 (951) 406-1631 |

The initial written utility notification and preliminary plans were sent to utility agencies on November 16, 2021 and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated (**PLEASE NOTE:** all construction windows specified in the table below are to be considered **concurrent**):

| <u>AGENCY</u> | <u>APPROXIMATE LOCATION</u> | <u>DETAILS</u> |
|--|--|---|
| East Valley Water District | <ul style="list-style-type: none"> • Little Third Street – 8” ACP water line, north of centerline, from Palm Lane to Little Tippecanoe Avenue • Little Tippecanoe Avenue – 8” ACP waterline, west of centerline from Little Third Street | <ul style="list-style-type: none"> • East Valley Water District to abandon 8” ACP waterline in place • Contractor shall provide East Valley Water District a 50 working day window, during construction to relocate/adjust their facilities |
| San Bernardino Valley Municipal Water Department | <ul style="list-style-type: none"> • Little Third Street – 8” high pressure blow off assembly, cathodic test station, and air release valve between Sta. 21+00 and 22+00 | <ul style="list-style-type: none"> • Contractor shall provide San Bernardino Valley Municipal Water Department a 7 working day window, during construction to relocate/adjust their facilities |
| Southern California Edison | <ul style="list-style-type: none"> • Little Third Street – guy wire at Sta 24+00 • Little Third Street – north of centerline, between Palm Lane and Little Tippecanoe Avenue • Little Tippecanoe Avenue – west of centerline, between Little Third Street and Tippecanoe Avenue | <ul style="list-style-type: none"> • Contractor shall provide Southern California Edison an 11 working day window, during construction to install queen pole style guy wire for pedestrian clearance and new streetlights and poles |
| Any Agency | <ul style="list-style-type: none"> • Throughout Project | <ul style="list-style-type: none"> • If necessary, Contractor shall provide 2 working day window, per agency, during |

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| | | <p>construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.</p> |
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UTILITY PROTECTION

REFER TO THE POTHOLING REPORT INCLUDED IN THE GREEN PAGES OF THE SPECIAL PROVISIONS. PLEASE TAKE SPECIAL CAUTION. MANY OF THE EXISTING UTILITIES ARE *VERY SHALLOW*.

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

| <u>AGENCY</u> | <u>APPROXIMATE LOCATION</u> | <u>DETAILS</u> |
|-----------------------------------|---|--|
| <p>East Valley Water District</p> | <ul style="list-style-type: none"> • Little Third Street – 8" ACP water line, north of centerline, from Palm Lane to Little Tippecanoe Avenue • Little Tippecanoe Avenue – 8" ACP waterline, west of centerline from Little Third Street • Palm Lane – 8" ACP waterline, east of centerline from Little Third Street to north of Little Third Street • Pine Street – 6" ACP waterline, west of centerline from Little Third Street to north of Little Third Street • Pedley Road – 8" ACP waterline, west of centerline from Little Third Street to north of Little Third Street • Whitlock Avenue – 8" ACP waterline, west of centerline from Little Third Street to north of Little Third Street • Sunnyside Avenue – 6" ACP waterline, west of centerline from Little Third Street to north of Little Third Street • Little Third Street – 12" VCP sewer line, north of centerline, from Palm Lane to Whitlock Avenue, 15" PVC sewer line, at centerline and south of centerline, from Palm Lane to Whitlock Avenue, and 8" sewer line, at centerline, from Whitlock Avenue to Little Tippecanoe Avenue • Little Tippecanoe Avenue – 8" VCP sewer line, at centerline, from Little Third Street to north of Tippecanoe Avenue • Palm Lane – 10" VCP sewer line, east of centerline, from Little Third Street to north of Little Third Street • Pine Street – 6" VCP sewer line, west of centerline, from Little Third Street to north of Little Third Street • Pedley Road – 6" VCP sewer line, east of centerline, from Little Third Street to north of Little Third Street | <ul style="list-style-type: none"> • East Valley Water District to adjust manholes to grade during construction • Contractor to locate and protect in place • Contractor to adjust valve cans to grade, if adjustable |

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|--|---|---|
| | <ul style="list-style-type: none"> Whitlock Avenue – 8" TRUSS and 15" VCP sewer lines, east of centerline, from Little Third Street to north of Little Third Street Sunnyside Avenue – 8" TRUSS sewer line, east of centerline, from Little Third Street to north of Little Third Street | |
| Frontier Communications | <ul style="list-style-type: none"> Pedley Road – aerial lines, east of centerline, crossing Little Third Street | <ul style="list-style-type: none"> Contractor to locate and protect in place |
| Level 3 Communications/Lumen | <ul style="list-style-type: none"> Little Third Street – aerial line, north of centerline, from approx. 330' west of Pedley Road to Little Tippecanoe Avenue Little Tippecanoe Avenue – aerial line, west of centerline, from south of Little Third Street to north of Tippecanoe Avenue | <ul style="list-style-type: none"> Contractor to locate and protect in place |
| MCI (Verizon Business) | <ul style="list-style-type: none"> Little Tippecanoe Avenue – aerial and underground lines, west of centerline, from Little Third Street to north of Tippecanoe Avenue | <ul style="list-style-type: none"> MCI to adjust vault to grade after construction Contractor to locate and protect in place |
| San Bernardino Valley Municipal Water District | <ul style="list-style-type: none"> Little Third Street – 78" waterline, south of centerline, from approx. 350' west of Pedley Road to Pedley Road Pedley Road – 78" waterline, at centerline, from Little Third Street to north of Little Third Street | <ul style="list-style-type: none"> San Bernardino Valley Municipal Water District to adjust manway vault on Little Third Street near 22+00 and manhole on Pedley Road near Sta 10+50 to grade during construction Contractor to locate and protect in place |
| Southern California Edison | <ul style="list-style-type: none"> Little Third Street – 750-22,500 volts aerial line, from south of centerline crossing to north of centerline at approx. 325' west of Pedley Road, continuing east to Pedley Road Little Third Street – 66-300 kV aerial line, from south of centerline crossing to north of centerline at approx. 325' west of Pedley Road, continuing east to Little Tippecanoe Avenue Little Tippecanoe Avenue – 750 volts-300 kV aerial lines, west of centerline, from Little Third Street to north of Tippecanoe Avenue Pedley Road – 750-22,500 volts aerial line, east of centerline, from south of Little Third Street to north of Little Third Street | <ul style="list-style-type: none"> Southern California Edison to adjust manhole to grade on Little Tippecanoe Avenue during construction Contractor to locate and protect in place |
| Southern California Gas Company | <ul style="list-style-type: none"> Little Third Street – 2" gas line, north of centerline, from Palm Lane to approx. 325' east of Pedley Road Little Tippecanoe Avenue – 2" gas line, east of centerline, from south of Tippecanoe crossing to northeast of Tippecanoe Avenue | <ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to grade, if adjustable |

| | | |
|----------|--|---|
| | <ul style="list-style-type: none"> • Little Tippecanoe Avenue – 10” high pressure gas line, from southeast of Tippecanoe Avenue crossing to north of Tippecanoe Avenue • Pedley Road – 2” gas line, at centerline, from Little Third Street to north of Little Third Street | |
| Spectrum | <ul style="list-style-type: none"> • Little Tippecanoe Avenue – aerial line, west of centerline, from Little Third Street to Tippecanoe Avenue • Little Tippecanoe Avenue – underground line, west of centerline, crossing Little Tippecanoe to east side at Tippecanoe Avenue • Pedley Road – aerial line, east of centerline, crossing Little Third St. | <ul style="list-style-type: none"> • Contractor to locate and protect in place |

HIGH RISK UTILITIES

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

| <u>AGENCY</u> | <u>LOCATION</u> | <u>DESCRIPTION</u> |
|---------------------------------|--|--|
| Southern California Edison | <ul style="list-style-type: none"> • Little Third Street – from south of centerline crossing to north of centerline at approx. 325’ west of Pedley Road, continuing east to Little Tippecanoe Avenue • Little Tippecanoe Avenue – west of centerline, from Little Third Street to north of Tippecanoe Avenue | <ul style="list-style-type: none"> • 66-300 kV aerial line • 22.5-300 kV aerial lines • Contractor to locate and protect in place |
| Southern California Gas Company | <ul style="list-style-type: none"> • Little Tippecanoe Avenue – from southeast of Tippecanoe Avenue crossing to north of Tippecanoe Avenue | <ul style="list-style-type: none"> • 10” high pressure gas 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.

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

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

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

7. The Contractor shall protect existing valve cans and/or meter box in place and raise or lower 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 and/or meter box cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over Contractor shall provide utility window(s) as detailed in the Relocation Table in this section. Multiple utility windows may occur consecutively or concurrently. Days on which the Contractor's controlling operation(s) are suspended due to activities in compliance with providing utility window(s) shall be considered as "non-working" days, in accordance with the fourth paragraph of Section 8-1.06, "Suspension." These "non-working" days will be recorded by the Engineer on Weekly Statements of Working Days as "Non-Working Day, Other." The provisions of Section 8-1.10, "Liquidated Damages," shall not apply to delays caused and covered by the utility window(s) identified in this section. The costs associated with providing utility windows including, but not limited to, overhead, maintaining BMPs and traffic control will be borne solely by the Contractor.

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

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, including utility adjustments to grade, providing utility windows and coordination, and for doing all work involved shall be considered as included in the contract prices paid for the various contract 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. SP - 35 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.

Add to Section 5-1.37 Maintenance and Protection:

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

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

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

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

Add to Section 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 5-1.43F, "Civil Action," which reads:

5-1.43F Civil Action

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43F, 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

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

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

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

6-1.06B Definitions

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

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

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

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

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

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

6-1.06C Submittals

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

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

Follow the registration process at:

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

Submit environmental product declarations for structural steel, flat glass, and mineral wool board insulation to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer.

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

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

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

6-1.06D Quality Assurance

Not Used

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

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

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

6-2.01K Prequalified And Tested Materials For Traffic Control Devices

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

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

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

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

MATERIAL

Pavement markers, reflective and non-reflective

Temporary pavement markers

Striping and pavement marking tape

Flexible delineators and markers

Channelizers

Sign sheeting materials

Railing and barrier delineators

Traffic cones and reflective cone sleeves

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

Apex (4x4)

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

Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface:

Stimsonite 911 (4x4)

Stimsonite 944 SB (2x4) - formerly model 947

Stimsonite 948 (2.3x4.7)

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

Apex Universal, Ceramic

Ferro Corporation, Permark (ceramic)

Highway Ceramics Inc., Ceramic Safety

Signs Inc. "Safety Dot" Model SD4 (Polyester)

Traffic Control Signs Co., Titan, TM40WY (Polyester)

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

Edco, Models A 1107, AY 1108 (ABS)

Valterra Products - P20-2000W and P20-2001Y (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

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

Astro Optics Model TPM (4x4)

Flex-O-Lite Model RCM (4x4)

]Stimsonite 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex 35573558 (4x4)

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

Astro Optics Model TPM (4x4)

Davidson T.O.M. (Flexible)

Flex-O-Lite Model (RCM) (4x4)

Stimsonite Model 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex Model 30023004 (4x4)

Swareflex Model 35573558 (4x4)

Valterra Products 12801281 Series (Flexible)

3M Scotch-Lane A200 Pavement Marking System

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

Davidson T.R.P.M. with Reflexite PC-1000 Sheeting

Valterra Products – 128012

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

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

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

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

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

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

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

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

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

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

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

Carsonite Super Duck II "The Channelizer"

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

Repo, Models 300 and 400

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

TRAFFIC CONES

Highway Safety Products 28"

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

TYPE "K" OBJECT MARKER (18")

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

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

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

CONCRETE MEDIAN BARRIER DELINEATOR

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

Non-impactable Type

Astro-Optics JD Series
Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

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

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

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

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

Regulatory Signs (Exclude STOP signs and Parking Signs):
SP-36

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

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

Guide Signs:

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

Construction Signs:

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening
 - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

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

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

Keep accurate payroll records.

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

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification

1.5. Straight time and overtime hours worked each day and week

1.6. Actual wages paid for each day to each:

1.6.1. Journeyman

1.6.2. Apprentice

1.6.3. Worker

1.6.4. Other employee you employ for the work

1.7. Pay rate

1.8. Itemized deductions made

1.9. Check number issued

2. Apprentices and the apprentice-to-journeyman ratio

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

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

Add to Section 7-1.04 Public Safety:

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

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, “Temporary Barrier Systems,” 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 “Temporary Traffic Control Devices” of these special provisions.

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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 12-3.20C(2)(c), "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 section 12-4.02 "Traffic Control System" of these Special Provisions. Temporary crash cushion modules must conform to the specifications in section 12-3.22, "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.

Add the following sentences after the last paragraph of section 7-1.04, "PUBLIC SAFETY":

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.

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

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

7-1.05A General

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

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

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

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

Section 7-1.11C, “Female and Minority Goals”:

7-1.11C Female and Minority Goals

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the following table:

Minority Utilization Goals

| Economic area | | Goal (%) |
|---------------|--|----------|
| 174 | Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey | 28.9 |
| | 7360 San Francisco-Oakland, CA CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo | 25.6 |
| | 7400 San Jose, CA CA Santa Clara, CA | 19.6 |
| | 7485 Santa Cruz, CA CA Santa Cruz | 14.9 |
| | 7500 Santa Rosa, CA CA Sonoma | 9.1 |
| | 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano | 17.1 |
| | Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | 23.2 |
| | | |
| 177 | Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo | 16.1 |
| | Non-SMSA Counties: CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | 14.3 |
| 178 | Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus | 12.3 |
| | 8120 Stockton, CA CA San Joaquin | 24.3 |
| | Non-SMSA Counties: CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | 19.8 |
| 179 | Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern | 19.1 |
| | 2840 Fresno, CA CA Fresno | 26.1 |
| | Non-SMSA Counties: CA Kings; CA Madera; CA Tulare | 23.6 |
| | Los Angeles, CA: SMSA Counties: | |

| | | |
|-----|--|------|
| 180 | 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange | 11.9 |
| | 4480 Los Angeles-Long Beach, CA CA Los Angeles | 28.3 |
| | 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura | 21.5 |
| | 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino | 19.0 |
| | 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara | 19.7 |
| | Non-SMSA Counties: CA Inyo; CA Mono; CA San Luis Obispo | 24.6 |
| 181 | San Diego, CA: SMSA Counties: 7320 San Diego, CA CA San Diego | 16.9 |
| | Non-SMSA Counties: CA Imperial | 18.2 |

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

8 PROSECUTION AND PROGRESS

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

Add to the section 8-1.01 GENERAL

First order of work - First Order of Work: The Contractor shall obtain encroachment permit with San Bernardino County Flood Control District (SBCFCD). Once the permit has been obtained from SBCFCD, the Contractor shall then 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 submit a Traffic Control Plan detailing the proposed construction phase staging, lane shift plan, and traffic control during the pre-construction meeting for review and approval by the Engineer. The Contractor Shall post advance notice signs for sidewalk closures days prior to the closure date at ramp closure locations as stipulated in the Traffic Control System section elsewhere in these Special Provisions. Sign shall add closure dates. Contractor shall provide safe alternate pedestrian travel routes.

Attention is directed to Section, "**TRAFFIC CONTROL SYSTEM**" of these special provisions.

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

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

1. Survey stakes will be provided at 50' maximum increments along tangent segments and at 25' maximum increments along horizontal curves, and 25' maximum increments along grade breaks.

2. Additional stakes may be provided at existing edge of pavement returns and other areas as requested by the contractor, subject to the approval of the Engineer.

3. Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

Attention is directed to Section, **"SURVEY MONUMENTS"** of these special provisions.

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 "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 required to submit a Quality Control Plan (QCP) subject for approval by the Engineer. The purpose of the QCP is to direct the activities of the County Contractor to assure that the construction materials meet or exceed the quality requirements of the contract specifications.

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 section 8-1.02C(10) Payment with:

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.

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

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

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

8-1.04A General

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

Prior to construction, the following submittals are required:

1. Baseline progress schedule – to be provided at least **5 working days** prior to construction
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Fire Safety Plan
4. Notice to Residents, in English and Spanish
5. Notice of Materials to be Used
6. Subcontracting Request
7. Staging Area
8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP)
9. All required environmental submittals
10. Traffic Control Plan.
11. Valid proof of approved permits, including Encroachment permit from the City, if applicable
12. List of personnel assigned to the project
13. Emergency contact list
14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
15. Dewatering Plan, prepared by a licensed Professional Civil Engineer.
16. Working / shop drawings for the concrete Filterra Bioretention Units
17. Written statement from the manufacturer or vendor that the order for the precast arch culverts and headwall parapets has been received and accepted by the manufacturer or vendor. The statement must show the date(s) that the materials will be delivered to the project site.
18. Any other pre-construction submittals deemed necessary by the Engineer.
19. Quality Control Plan, Contractor supplied licenced quality control firm and asphalt submittal with CEM 3512 or CEM 3513

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

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

8-1.04B Standard Start

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. The Contractor shall begin construction work within 15 days (excluding Saturdays, Sundays, and holidays) after Engineer's issuance of the Notice to Proceed with Construction. Issuance of the Notice to Proceed with Construction is at the sole discretion of the County. The First Working Day Designated will be the

date of the Notice to Proceed with Construction or the date of beginning construction work, whichever is later. In no case will the First Working Day Designated be later than 15 days after the Notice to Proceed with Construction, excluding Saturdays, Sundays, and holidays. The Department does not adjust time for starting before the First Working Day.

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

ONE HUNDRED FIFTY (150) 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 8-1.05, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date

Replace section 8-1.04C with:

8-1.04C Delayed Start

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

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

1. Contractor-supplied biologist
2. Biological resource information program
3. CPM baseline schedule
4. WPCP or SWPPP, whichever applies

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities.

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

FIVE THOUSAND TWO HUNDRED DOLLARS (\$5,200) PER DAY

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

9 PAYMENT

Replace Section 9-1.02C "Final Pay Items Quantities" with:

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 51-7.04, "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.

Therefore, the County shall hold retainage from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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 (c).

(e) For purposes of this article:

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

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

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

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

Add to Section 9-1.16D Mobilization:

Mobilization and Demobilization shall include recurring tasks and 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 on the various contract items on the project site.

The contract lump sum (LS) 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.

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 2nd 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

12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

Add to Section 12-1.01 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 12, "Temporary Traffic Control," and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," 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.

Add to Section 12-1.03 Construction:

Construction that interferes with public traffic shall be performed only between 7:00 A.M., and 4:30 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 2023 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 Little Third St, Little Tippecanoe, Palm Lane, Pine St, Whitlock Ave, and Sunnyside Ave shall be performed on Monday through Friday only (7:00 A.M. to 4:30 P.M.) for the duration of the project.

***On Little Third St, Little Tippecanoe, Palm Lane, Pine St, Whitlock Ave, and Sunnyside Ave:** Public traffic shall be permitted to pass through construction operations at all times on a minimum of two 11-foot graded and compacted or paved lanes, one for each direction of travel or one 11-foot graded and compacted or paved lane to be used for 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 at intersections shall be conducted so as to minimize impacts to pedestrian traffic.*

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

II. During Non-construction activities

***On Little Third St, Little Tippecanoe, Palm Lane, Pine St, Whitlock Ave, and Sunnyside Ave:** 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.

Replace Section 12-1.04 Payment with the following:

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 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, installing, distributing, and removing the "Notice to Residents" shall be considered as included in the various contract items of work.

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.

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, and no additional compensation will be allowed therefor.

12-3 TEMPORARY TRAFFIC CONTROL DEVICES

Add to Section 12-3.32 Portable Changeable Message Signs

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 of the project and to provide the drivers with up to date information on the traffic conditions during construction. Contractor shall coordinate the placement of the PCMSs and the information shown on the signs with the Engineer.

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

Contractor's attention is directed to the Section entitled, "Permits, Licenses, Agreements, and Certifications" in Section 5-1.20B of the Special Provisions.

Add to Section 12-3.32C Construction:

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

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.

Replace Section 12-3.32D Payment with the following:

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

12-6 TEMPORARY PAVEMENT DELINEATION

Add to Section 12-6.01 GENERAL:

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.

Replace Section 12-6.03B Temporary Lane Line and Centerline Delineation with the following:

Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79, "Temporary Raised Pavement Markers". The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace.

Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

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

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

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.

Replace Section 12-6.03C 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.

Replace Section 12-6.04 Payment with the following:

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.

13-2 WATER POLLUTION CONTROL

13-3 STORM WATER POLLUTION PREVENTION PLAN

Add to Section 13-3.01 General:

Storm Water Pollution Prevention Plan (SWPPP) work shall conform to the provisions in Section 13-3, "Storm Water Pollution Prevention Plan" of the Standard Specifications, and these special provisions, plans and as directed by the Engineer.

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board (SWRCB), Order No. 2009-0009-DWQ, CAS000002 (General Construction Permit). All permit related documents can be located at the SWRCB website at www.waterboards.ca.gov. This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by Waste Discharge Identification Application ID No.: _____ and San Bernardino County MS4 Permit, Santa Ana Order No. R8-2010-0036, NPDES No. CAS618036. Compliance manuals applicable to this project are the California Best Management Practices Handbooks found at www.cabmphandbooks.com and the MS4 permit shall hereinafter be referred to as "the Permits."

This project shall conform to the Permits and modifications thereto. The Contractor shall therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals above-mentioned, and Federal, State and local regulations and requirements that govern the Contractor's operations and stormwater and non-stormwater discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Sections 7-1.01, "Laws to be Observed," of the Standard Specifications and Section 5-1.03A, "Indemnification" and Section 5-1.03B, "Insurance", of the Special Provisions.

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

STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS

San Bernardino County has determined a Risk Level 1 for this project. The Contractor shall hire a registered Civil Engineer, QSD/QSP to develop and prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project. The County shall provide a SWPPP template for Contractor information use only and no warranty is implied. The SWPPP provides the general stormwater approach for the project and the minimum necessary Best Management Practices (BMPs). The SWPPP is not to be considered a final and complete document until it has been reviewed and updated by the Contractor, additionally reviewed, and approved by the County, and submitted to the SWRCB.

The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the Contractor's project approach.

Three (3) final signed hardcopies and one (1) electronic copy of the Final SWPPP must be submitted to the Engineer for review and acceptance within 15 business days prior to the start of construction activities. No work having potential to cause water pollution shall be performed until the SWPPP has been approved by the Engineer. The Contractor shall keep one (1) copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP shall be made available upon request by a representative of the RWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. The Contractor shall immediately send copies of all correspondence, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

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

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

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

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

WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

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

The sum of the amounts for the items of work listed in the Water Pollution BMP budget shall be equal to the contract lump sum price bid for water pollution control work.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control work will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit shall be included in the individual line items listed in the Water Pollution BMP budget.

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

WATER POLLUTION BMP BUDGET

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | VALUE | AMOUNT |
|------|-----------------|------|--------------------|-------|--------|
| EC-3 | Hydraulic mulch | SQYD | | | |
| EC-4 | Hydroseeding | SQYD | | | |

| | | | | | |
|-------|--|------|--|--|--|
| EC-5 | Soil binders | SQYD | | | |
| EC-6 | Straw mulch | SQYD | | | |
| EC-7 | Geotextiles | SQYD | | | |
| EC-8 | Wood mulching | SQYD | | | |
| EC-9 | Earth dikes/swales | LF | | | |
| EC-10 | Outlet protection | EA | | | |
| EC-11 | Slope drains | EA | | | |
| EC-12 | Streambank stab. | LS | | | |
| SE-1 | Silt fence | LF | | | |
| SE-2 | Sediment basin | EA | | | |
| SE-3 | Sediment trap | EA | | | |
| SE-4 | Check dam | EA | | | |
| SE-5 | Fiber rolls | LF | | | |
| SE-6 | Gravel bag berm | EA | | | |
| SE-7 | Street sweeping | LS | | | |
| SE-8 | Sandbag barrier | LF | | | |
| SE-9 | Strawbale barrier | LF | | | |
| WE-1 | Wind erosion | LS | | | |
| TC-1 | Stabilized construction entrance/exit | EA | | | |
| TC-2 | Stabilized construction roadway | EA | | | |
| TC-3 | Entrance/outlet tire wash | EA | | | |
| NS-1 | Water conservation practices | LS | | | |

| | | | | | |
|-------|---------------------------------------|----|--|--|--|
| NS-2 | Dewatering Operations | EA | | | |
| NS-3 | Paving and grinding operations | LS | | | |
| NS-4 | Temporary Stream crossing | EA | | | |
| NS-5 | Clear water diversion | EA | | | |
| NS-6 | IC/ID | LS | | | |
| NS-7 | Potable water | LS | | | |
| NS-8 | Vehicle equip. cleaning | LS | | | |
| NS-9 | Vehicle equip. fueling | LS | | | |
| NS-10 | Vehicle and equip. maintenance | LS | | | |
| NS-11 | Pile driving operations | LS | | | |
| NS-12 | Concrete curing | LS | | | |
| NS-13 | Material and Equip. use over water | LS | | | |
| NS-14 | Concrete finishing | LS | | | |
| NS-15 | Structure demolition | LS | | | |
| WM-1 | Material delivery and storage | LS | | | |
| WM-2 | Material use | LS | | | |
| WM-3 | Stockpile mgmt. | LS | | | |

| | | | | | |
|-------|-----------------------------|----|--|--|--|
| WM-4 | Spill prevention control | | | | |
| WM-5 | Solid waste mgmt. | LS | | | |
| WM-6 | Haz. Waste mgmt. | LS | | | |
| WM-7 | Contaminated soil mgmt. | LS | | | |
| WM-8 | Concrete waste mgmt. | LS | | | |
| WM-9 | Sanitary/septic waste mgmt. | LS | | | |
| WM-10 | Liquid waste mgmt. | LS | | | |

TOTAL: Lump Sum (LS)

Replace Section 13-3.04 Payment with the following:

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

The quantities mentioned above are minimums; therefore, the contractor shall increase these quantities, if deemed necessary during construction, and without additional cost to the County.

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

Unless otherwise specified in writing, upon approval of the SWPPP and the BMP budget, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices specified in the SWPPP and the BMP budget.

PAYMENTS AND PENALTIES

the contract lump sum price paid for Prepare Final Storm Water Pollution Prevention Plan (SWPPP) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for preparing the Final SWPPP will be made as follows:

- A. After the Final SWPPP has been approved by the Engineer, 75 percent of the contract item price to prepare the Final SWPPP will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price to prepare the Final SWPPP will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price for **Water Pollution Control**, shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the

work involved in developing, reviewing, updating, amending and implementing (inspection, maintenance & repair, REAP, monitoring and reporting) a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control practices, and non-storm water management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer.

Progress payment for Water Pollution Control Work shall be forfeited for each period where a deficiency is documented regarding the contractor's strict compliance with implementing (inspection, maintenance & repair, REAP, monitoring and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

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

In accordance with Section 7 "Legal Relations and Responsibility" of the Standard Specifications, the Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the County as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements. Costs incurred could include spent instead of penalties, in mitigation or to remediate or correct the violations.

RETENTION OF FUNDS

Retention of funds for failure to conform to the provisions in this section, 'Water Pollution

Control," shall be in addition to the other retention amounts required by the contract.

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.01 General:

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:

- 1) All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluation.
- 2) Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and storm water 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 other trash generated on the worksite shall be removed from the site daily. Please contact EMD at (909) 387-8109 with any questions.

Add to section 14-2 Cultural Resource Conditions:

- 1) Should prehistoric or historical archaeological resources be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be stopped in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource. If a cultural resource find is made, notify EMD at (909) 387-8109.
- 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 stopped until clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

Add to section 14-6 Biological Resource:

- 1) To avoid impacts to any nesting migratory birds, project activities shall be conducted outside of bird nesting season (March 1 through August 31). If the maintenance project is scheduled during the nesting season, pre-construction nest survey(s) are required to ensure that impacts to nesting birds are avoided. The last survey is to be conducted within three days prior to the start of work. If occupied nests are observed within the project area, the qualified biologist shall flag off the area(s) supporting bird nest(s) to provide a buffer (size of buffer will be dependent of the species found to be nesting at the discretion of the biologist), between the nest(s) and limits of maintenance. The biologist shall provide appropriate recommendations to ensure that no "take" results from the subject maintenance activities in the vicinity of flagged nest(s). If the surveys

are negative maintenance activities can proceed as proposed. Please contact EMD at (909) 387-8109 to schedule pre-construction nest surveys.

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 in environmental mitigation, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the **various contract items of work** and no additional compensation will be allowed therefore.

15 EXISTING FACILITIES

Add to Section 15-1.02 Materials:

The Contractor shall adjust utility access covers, boxes, lids, other utility structures to grade (not including manhole covers and water valves). The work shall include protection, removal or lowering of the utility access cover during demolition and preparation, setting the structure to grade, and forming pavement or other constructed work around the structure. The work may include replacement with a new structure or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated with the appropriate utility agency. If a lid or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency.

Replace Section 15-1.03B Removing Concrete with the following:

"Remove Sidewalk, Spandrel and Cross Gutter" and "Remove Curb and Gutter" 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 concrete sidewalk, spandrel, cross gutter, curb, and gutter.

Removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Add to Section 15-1.03C Salvaging Facilities:

During construction operations, the 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.

When construction is complete the mailboxes shall be installed in final position on metal posts.

The mailbox shall be reset and concreted in place with face of mailbox within 0 to 6 inches from face of curb or asphalt concrete dike.

Metal posts shall conform to the latest USPS guidelines.

The space around the posts shall be backfilled with native soil. The backfill material shall be placed in layers approximately 0.33-foot thick and each layer shall be moistened and thoroughly compacted.

Existing posts and mounts shall be disposed of.

Group of mailboxes shall conform to the latest USPS guidelines. Groups of mailboxes on single-post or multi-post supports shall be provided with metal as a supporting cross member on or between posts.

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.

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

All trees, tree stumps as shown on the plans, shall be cut, stumps grinded, roots removed, and shall be disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The tree removal work must be done by a licensed Timber Operator (Type A or B) who must file or have on file a fire resources inventory or Fire Plan with the California Department of Forestry and Fire Protection. A Timber Operator's license is not required if proof is furnished that the trees will be disposed of at a sanitary landfill site or given away. For specific information and additional information, contact the Department of Forestry and Fire Protection 25 Mulberry Street, Riverside, CA 92501, Phone # (909) 782-4140.

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

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

At no cost to the County, Contractor shall borne the expenses should there be any other trees, multi-trees, tree stump or downed stump/trees found within the project limits and not shown on the plan which is necessary to be removed and disposed of outside the highway right of way to clear construction as directed by the Engineer.

Replace Section 17-2.04 Payment with the following:

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.

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

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

19 EARTHWORK

19-1 GENERAL

Add to Section 19-1.01 General:

Excavation shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane.

Prior to placing embankment material, the existing ground to receive it shall be scarified to a minimum depth of 1-foot and compacted to a relative compaction of not less than 95 percent.

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

Existing concrete surfacing shall be saw cut to a neat, true line where shown on the project plans. The locations of cut lines shown on the project 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 0.65-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to concrete 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 concrete damaged outside the limits of concrete sidewalk to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Replace Section 19-1.04 Payment with following:

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.

19-2 ROADWAY EXCAVATION

Add to Section 19-2.01 General:

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

Excavation and embankment shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal, asphalt pulverization and/or concrete removal.

Additional earthwork and grading at street intersections, drainage access roads and access roads shall be responsibility of the contractor. Payment for such work shall be considered as included in the price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Additional earthwork and grading required to construct "V Ditch" as shown on plan, shall be the responsibility of the contractor. Payment for such work shall be considered as included in the price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

The total quantity of embankment will be computed by the method specified for roadway excavation in Section 19-2.04, "Payment," of the Standard Specifications on the basis of the planned or authorized cross-section for embankments as shown on the plans and the measured ground surface.

The quantities of roadway excavation used in the embankment will be adjusted by multiplying by a specified grading factor of 0.8. No further adjustment will be made in the event that the specified grading factor does not equal the actual grading factor.

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

Add to Section 19-2.03 Construction:

AA

DIVISION V SURFACING AND PAVEMENTS

39 ASPHALT CONCRETE

39-2 HOT MIX ASPHALT

Add to Section 39-2.01A(1) Summary:

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

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.

RAP shall be processed from asphalt concrete removed from pavement surfaces. RAP shall be stored in stockpiles on smooth surfaces free of debris and organic material. RAP stockpiles shall consist only of homogeneous RAP. The Contractor may process and stockpile RAP throughout the project's life. Processing and stockpiling operations shall prevent material contamination and segregation.

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" Aggregate Gradation) specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
3. The asphalt binder grade shall be PG 70-10 for asphalt concrete.
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 (15% RAP Maximum) will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/ormt/fpmlab.htm>

Whenever in Lab Procedure-9 the terms "Hot Mix Asphalt" and "HMA" are used, they shall be understood to mean and refer to "Asphalt Concrete" and "AC" respectively

At least 5 days before starting production of asphalt concrete using RAP, the Contractor shall submit a proposed asphalt concrete mix design in writing to the Engineer.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth connecting surfaces. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said connecting surfaces shall be considered as included in the contract prices paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

Immediately in advance of applying paint binder, the roadway shall be free of moisture, loose or extraneous material and the cost of said work shall be considered as included in the contract price per ton for the asphalt concrete involved and no additional compensation will be allowed therefor.

A prime/tack coat is required:

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 shall be spread at a rate of 0.1 to 0.15 gal/sy, as directed by the Engineer.

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 2023 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

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

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

Add to Section 39-2.01B(11) Miscellaneous Areas and Dikes:

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

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

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

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

Replace Section 39-2.07D Payment with the following:

Quantities of asphalt concrete with/without RAP, shall be paid for at the contract unit price per ton for **Asphalt Concrete (Type A, 3/4" Aggregate Gradation, PG 70-10)** 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 **Place Asphalt Concrete Dike** with/without RAP, shall be paid for at the contract price per linear feet and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete dike and placing asphalt concrete (miscellaneous area), complete in place, as shown on the plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

39-3 Existing Asphalt Concrete

Add to Section 39-3.02C Construction:

Existing bituminous surfacing shown on the plans to be removed approximate 0.4-ft 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 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

65 CONCRETE PIPE

65-2 REINFORCED CONCRETE PIPE

Add to Section 65-2.01 General:

Circular Reinforced Concrete Pipe (RCP) shall conform to the provisions in Section 65, "Concrete Pipe," of the Standard Specifications and these special provisions, and as shown on the project plans.

Concrete collars, pipe connections to catch basins and other related concrete works shall conform to the plans and with Section 51 "Concrete Structures," of the Standard Specifications and these special provisions.

Mortar for connections to structures shall be in accordance with Section 51-1.02F, "Mortar," of the Standard Specifications.

Pipe shall be laid in a trench free of ponded water and in conformance with Section 65-2.03C, "Laying Pipe". Pipe ends shall be cleaned and moistened prior to making up joints.

Joints shall conform to the plans or specifications for standard joints.

Excavation and backfill including Class and D-load for RCP shall conform to Caltrans Std A62D.

Replace Section 65-2.04 Payment with the following:

The contract unit price paid per Linear Foot for **30" Reinforced Concrete Pipe (Class II, 1000D), 36" Reinforced Concrete Pipe (Class II, 1000D), 30"x19" Elliptical Reinforced Concrete Pipe (Class II, 1000D), and 18" Reinforced Storm Drain (Class II, 1000D)**, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing reinforced concrete pipe (RCP), complete in place, including excavation, backfill, structure excavation, and disposal of excess excavated material and incidentals, and Pipe Bulkhead as shown on the project plans, these Standard Specifications, Special Provisions, and as directed by the Engineer.

The contract unit price paid per **Pipe Grate Inlet** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in pipe grate inlet complete in place, including excavation, backfill, structure excavation, and disposal of excess excavated material and incidentals, as shown on the project plans, these Standard Specifications, Special Provisions, and as directed by the Engineer.

70 MISCELLANEOUS DRAINAGE FACILITIES

70-4 PRECAST CONCRETE PIPE DRAINAGE FACILITIES

Add to Section 70-4.01 General:

The concrete in the Catch Basin, Parkway Culvert, Transition Structure and Junction Structure shall be Minor Structure, whereas, Collar Shall be Minor Concrete

Drainage facilities shall conform to the provisions in Section 70, "Miscellaneous Drainage Facilities," of the Standard Specifications and these special provisions, and as shown on the project plans.

Structural backfill shall be import fill material meeting the requirements of Section 19-3.03E, "Structure Backfill", of the Standard Specifications. Backfill are paid separately under Concrete Pipe elsewhere in these special provisions.

Catch Basin (Type A) shall conform to San Bernardino County Standard Plan Nos. 206 and 206A and as shown on the project plans. Construction materials and methods shall conform to the latest edition of the Standard Specifications. Where the catch basin is to be constructed within the limits of the existing or proposed sidewalk or is contiguous to such sidewalk, the top slab of the catch basin may be poured either monolithic with the sidewalk or separately, using the same class of concrete as in the catch basin. When poured monolithically, the sidewalk shall be provided with a weakened plane or a one-inch deep sawcut continuously around the external perimeter of

the catch basin walls, including across the full width of the sidewalk. Surface of all exposed concrete shall conform in slope, grade, color, finish, and scouring to the existing or proposed curb and walk adjacent to the catch basin. Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Local Depression shall conform to San Bernardino County Standard Plan Nos. 203 and as shown on the project plans. Cost for Local Depression is included in the payment for Minor Structure (Catch Basin – Type A)

Junction Structure (Pipe to Reinforced Concrete Box) shall conform to Standard Plans for Public Works Construction, Standard Plan 333-2 (latest edition) and shown on the project plans. The breakout limits of the existing Reinforced Concrete Box are approximately shown on the project plans and shall be subject to adjustment based on actual field conditions. Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications. Mechanical bar coupler shall conform to Standard Specifications 52-6.03C(2). Cost for utility opening or breakout limit work at existing box culverts, as shown on plan, are included for Minor Structure (Junction Structure).

Transition Structure shall conform to Standard Plans for Public Works Construction, Standard Plan 340-2 (latest edition) and shown on the project plans. The concrete for the transition structure shall be poured in one continuous pour operation, except the Contractor shall have the option of placing at the spring line a construction joint longitudinal keyway. Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Replace Section 70-4.04 Payment:

The contract unit price paid for **Minor Concrete (Concrete Collar)** shall include furnishing all labor, materials, tools, equipment and incidentals including reinforcing bars, earthwork (regular excavation and backfill), compaction, hauling and disposing of surplus materials, and other related work to ensure proper installation, operation, and pipe connections, complete in place, as shown on the plans, these Standard Specifications, Special Provision and as directed by the Engineer, and no other compensation will be allowed therefore.

The contract unit price paid for **Minor Structure (24" Parkway Culvert Structure), Minor Structure (Catch Basin - Type A) Minor Structure (Junction Structure) and Minor Structure (Transition Structure)** shall include furnishing all labor, materials, tools, equipment and incidentals including reinforcing bars, earthwork (regular excavation and backfill), compaction, Parkway/manhole frame cover, steps, local depression breakout limit work, hauling and disposing of surplus materials, and other related work to ensure proper installation, operation and pipe connections to main line, pipe laterals, pipe bulkhead and utility opening, complete in place, as shown on the plans, these Standard Specifications, Special Provision and as directed by the Engineer, and no other compensation will be allowed therefore.

70-5 DRAINAGE APPURTENANCES

Bio-Retention System (or approved equivalent) shall conform to the following standard specifications.

Add to Section 70-5.01 General:

1.1 This item shall govern the furnishing and installation of the Bioretention System (or approved equivalent) by complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.

1.2 Contractor shall furnish all labor, materials, equipment and incidentals necessary to install the bioretention system, appurtenances and incidentals in accordance with the Drawings and as specified herein.

1.3 Bioretention system shall utilize the physical, chemical and biological mechanisms of an engineered biofiltration media, plant and microbe complex to remove pollutants typically found in urban stormwater runoff. The treatment system shall be a fully equipped, pre- constructed, drop-in-place unit designed for applications in the urban landscape to treat contaminated runoff from impervious surfaces.

1.4 Bioretention system shall be capable of stand-alone stormwater treatment.

1.5 Bioretention plants shall be incorporated into the system with plant material extending into the treatment zone of the engineered media at time of Activation.

1.6 The bioretention system shall be of a type that has been installed and in use for a minimum of five (5) consecutive years preceding the date of installation of the system. The Manufacturer shall have been, during the same consecutive five (5) year period, engaged in the engineering design and production of systems deployed for the treatment of stormwater runoff and which have a history of successful production, acceptable to the Engineer of Record and/or the approving Jurisdiction.

1.7 Applicable provisions of any Division shall govern work in this section.

1.8 American Society for Testing and Materials (ASTM) Reference Specifications

- 1.8.1 ASTM C857: Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
- 1.8.2 ASTM C858: Standard Specification of Underground Precast Concrete Utility Structures
- 1.8.3 ASTM C990: Standard Specification for Joints for Precast Box Sections Using Preformed Flexible Joint Sealants
- 1.8.4 ASTM C109: Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

1.9 Manufacturer or authorized supplier to submit shop drawings for bioretention System with the vault, engineered biofiltration media and accessory equipment. Drawings shall include principal dimensions, engineered biofiltration media placement, location of piping and unit foundation.

- 1.9.1 Manufacturer or authorized supplier shall submit installation instructions to the contractor.
- 1.9.2 Manufacturer or authorized supplier shall submit Operations and Maintenance Manual to the contractor.
- 1.9.3 Before installation of the bioretention system, Contractor shall obtain the written approval of the Engineer of Record for the system drawings.

1.10 No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

Add to Section 70-5.01B Materials:

2.1 Internal components including engineered biofiltration media, underdrain stone, PVC underdrain piping, and mulch must be included as part of the bioretention system and shall be provided by Contech Engineered Solutions LLC. Note that vegetation is an essential component of bioretention systems and shall be provided at time of Activation by the contractor.

- 2.1.1 Engineered biofiltration media shall consist of both organic and inorganic components. Stormwater shall be directed to flow vertically

through the media profile, saturating the full media profile without downstream flow control.

- 2.1.2 Underdrain stone shall be of size and shape to provide adequate bridging between the media and stone for the prevention of migration of fine particles. Underdrain stone must also be able to convey the design flow rate of the system without restriction and be approved for use in the Filterra Bioretention System by Contech Engineered Solutions LLC.
- 2.1.3 PVC Underdrain Piping shall be SDR35 with perforation pattern designed to convey system design flow rate without restriction.
- 2.1.4 Mulch shall be double shredded wood or bark mulch approved for use with the Filterra Bioretention System by Contech Engineered Solutions LLC.

2.2 Precast concrete vault shall be provided by Manufacturer or authorized supplier according to ASTM C857 and C858.

- 2.2.1 Vault joint sealant shall be Conseal CS-101 or approved equal. Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
- 2.2.2 If interior concrete baffle walls are provided, baffle walls shall be cast-in or sealed to the interior vault walls and floor with a polyurethane construction sealant rated for use below the waterline, SikaFlex 1a or equal. Contractor to provide sealant material and installation unless completed prior to shipment.

2.3 Tree grates and access covers shall be cast iron. Tree grate frames shall be galvanized steel.

2.4 Curb Nosing (where applicable) shall be galvanized steel and where specified shall be cast into a top slab designed to support a minimum of H5 loading at the curb.

2.5 All contractor-provided components shall meet the requirements of this section, the plans specifications and contract documents. In the case of conflict, the more stringent specification shall apply.

- 2.5.1 Crushed rock base material shall be six-inch minimum layer of $\frac{3}{4}$ -inch minus rock. Compact undisturbed sub-grade materials to 95% of maximum density at +/-2% of optimum moisture content. Unsuitable material below sub-grade shall be replaced to engineer's approval.
- 2.5.2 Concrete shall have an unconfined compressive strength at 28 days of at least 3000 psi, with $\frac{3}{4}$ -inch round rock, a 4-inch slump maximum, and shall be placed within 90 minutes of initial mixing.
- 2.5.3 Silicone Sealant shall be pure RTV silicone conforming to Federal Specification Number TT S001543A or TT S00230C or Engineer approved.
- 2.5.4 Grout shall be non-shrink grout meeting the requirements of Corps of Engineers CRD-C588. Specimens molded, cured and tested in accordance with ASTM C-109 shall have minimum compressive strength of 6,200 psi. Grout shall not exhibit visible bleeding.
- 2.5.5 Backfill material shall be $\frac{3}{4}$ -inch minus crushed rock, or approved equal.

- 2.5.6 Vegetation shall comply with the type and size required by the approved drawings and shall be alive and free of obvious signs of disease. Vegetation shall be of species listed in approved Filterra Plant list or otherwise approved by Manufacturer. Vegetation shall be supplied by Contractor prior to Activation.

Add to Section 70-5.01C Construction:

Treatment Capabilities shall be verified via third-party report following either TAPE or TARP protocols.

Engineered biofiltration media minimum treatment flow rate shall be

140"/hr. The system shall be designed to ensure that high flow events shall bypass the engineered biofiltration media preventing erosion and resuspension of pollutants.

The system shall remove a minimum of 85% Total Suspended Solids (TSS).

The system shall remove a minimum of 62% Total Phosphorus (TP).

The system shall remove a minimum of 34% Total Nitrogen (TN).

The system shall have General Use Level Designation from Washington Department of Ecology for Basic (TSS), Phosphorus, Enhanced (Metals), and Oil/Grease and have Certification by New Jersey Department of Environment.

Quality Assurance and Quality Control procedures shall be followed for all batches of engineered biofiltration media produced. Engineered biofiltration media shall be certified by the Manufacturer for performance and composition.

Media particle size distribution and composition shall be verified as per relevant ASTM Standards.

Media pollutant removal performance shall be verified as per relevant ASTM Standards as well as a minimum of one scientific method approved by the USEPA.

Media hydraulic performance shall be verified as per relevant ASTM Standards.

Media fertility shall be verified as per a minimum of one published scientific method.

The Manufacturer shall ensure through third party full scale field testing of installed units that the design flow rate of the system is not reduced over time. Studies shall be performed on a minimum of 10 systems of various ages, maintenance frequencies, and land uses. At least 80% of the tested systems shall have been installed 2.5 or more years. At least 50% of the systems shall have previous maintenance intervals greater than 2 times the manufacturer's recommendation.

Set precast vault on crushed rock base material that has been placed in maximum 6-inch lifts, loose thickness, and compacted to at least 95-percent of the maximum dry density as determined by the standard Proctor compaction test, ASTM D698, at moisture content of +/- 2% of optimum water content.

Inlet and outlet pipes shall be attached to provided couplers or grouted in and connected to precast concrete vault according to Engineer's requirements and specifications.

All throat and grate protection covers shall remain in place until the system is activated.

Contractor to cast-in-place throat inlet to convey stormwater into bioretention System according to Engineer's requirements and specifications.

Engineered biofiltration media shall be delivered installed in the vault, unless otherwise agreed upon with the Manufacturer. Contractor shall take appropriate action to protect the media from sediment and other debris during construction. The method ultimately selected shall be at Contractor's discretion and Contractor's risk.

If media is shipped separately from vault, Manufacturer or a Manufacturer's certified representative shall install media into the vault or be present to supervise installation in order to ensure proper installation.

The bioretention system shall not be placed in operation (activated) until the project site is clean and stabilized (construction erosion control measures no longer required). The project site includes any surface that contributes storm drainage to the system. All impermeable surfaces shall be clean and free of dirt and debris. All catch basins, manholes and pipes shall be free of dirt and sediment. Activation shall be provided by Manufacturer or authorized supplier, and includes planting of the vegetation provided by the Contractor.

Each correctly installed system shall include a Final Inspection performed by Manufacturer or authorized supplier upon request between 6-12 months after Activation. The cost of this service shall be included in the price of the system and include the following.

System inspection to help owner establish proper routine maintenance intervals.

Routine maintenance: removal of foreign debris, silt, loose plant material and trash; mulch removal; engineered biofiltration media evaluation; plant health evaluation and pruning; replacement of mulch; disposal of all maintenance refuse items; and updating of maintenance records.

To ensure long term performance of the bioretention system, continuing annual maintenance programs should be performed or purchased by the owner per the latest Filterra Bioretention System Operation and Maintenance manual.

Add to Section 70-5.01D Payment:

The contract unit price paid for **6'X4' Contech (or Approved Equal) Filterra Bioretention Unit, 8'x4' Contech (or Approved Equal) Filterra Bioretention Unit and 8'x6' Contech (or Approved Equal) Filterra Bioretention Unit** shall include furnishing all labor, materials, tools, equipment and incidentals including 6" PVC (SDR 35), reinforcing bars, earthwork (structural excavation/backfill and regular excavation/backfill), compaction, hauling and disposing of surplus materials, and other related work to ensure proper installation, operation and pipe connections to bioretention system, complete in place, as shown on the plans, these Standard Specifications, Special Provisions, and as directed by the Engineer, and no other compensations will be allowed therefore.

71 EXISTING DRAINAGE FACILITIES

71-6 ABANDON DRAINAGE STRUCTURES

Add to Section 71-6.01 General:

Pipe Bulkhead shall conform to the provisions Section 71-6.01, "Abandon Drainage Structures," of the Standard Specifications and these special provisions.

Replace Section 71-6.01D Payment with the following:

Full compensation for **Pipe Bulkhead**, shall include furnishing all labor, materials, tools, equipment and incidentals including brick, mortar, earthwork (regular excavation/backfill), compaction, hauling and disposing of surplus materials, and other related work to ensure proper installation of said pipe bulkhead plug, complete in place, shall be considered as included in the contract price paid for **36" Reinforced Concrete Pipe (Class II, 1000D)**, and as shown on the plans, these Standard Specifications, Special Provisions, and as directed by the Engineer.

AA

DIVISION VII MICELLANEIOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

73-1 GENERAL

Add to Section 73-1.02B Detectable Warning Surfaces:

This work consists of work related to the installation of Detectable Warning Surface (DWS) and shall match Federal 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 as shown on the plan. Details for Detectable Warning Surface shall conform with Caltrans Std. RSP A88A.

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 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 one or more surface material of 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 Detectable Warning Surface shall be constructed by Cast-In Place method (Non-Removable Method). Glue Down, Anchors, Masonry Bit, Sealant and Fasteners Detectable Warning Surfaces are not allowed.

Replace Section 73-1.04 Payment

The contract unit price paid per square feet for **ADA 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 cracks as specified in these Special Provisions, and no additional compensation will be allowed therefore.

73-2 CURBS

Replace Section 73-2.04 Payment with the Following:

The contract unit price paid per cubic yard for **Minor Concrete (Rolled Curb, Curb and Gutter)** 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.

73-3 SIDEWALKS, GUTTER DEPRESSIONS, ISLAND PAVING, CURB RAMPS, AND DRIVEWAYS

Add to Section 73-3.01 General:

Title II of the Americans with Disabilities Act (ADA) of 1990 requires that public entities including state and local governments, ensure that persons with disabilities have access to the pedestrian routes in the public right of way. Therefore, the Contractor shall adhere to the requirements of ADA. Any ramps or sidewalks built that failed to meet ADA shall be re-constructed according to the lines, grades and elevations as shown on the applicable Standard Drawings or approved Plans and all expenses thereof shall be borne by the Contractor. If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

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

Replace Section 73-3.04 Payment with the Following:

The contract unit price paid per cubic yard for **Minor Concrete (Rolled Curb, Curb and Gutter)** 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.

The contract unit price paid per cubic yard for **Minor Concrete (Driveway and Transition), Minor Concrete (Cross Gutter and Spandrel), Minor Concrete (Cut Off Wall, Sidewalk, Curb Ramp, and Retaining Curb), and Minor Concrete (Fire Hydrant Pad)** 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.

78 INCIDENTAL CONSTRUCTION

78-2 SURVEY MONUMENTS

Add to Section 78-2.01:

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.

Replace Section 78-2.04 Payment with the following:

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

Replace Section 79 RESERVED to read: Section 79 MISCELLANEOUS

79 MISCELLANEOUS

Add Section 79-1.01 PERMITS

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

Prior to construction, the Contractor shall obtain and pay for all permits as required for all work involved within **San Bernardino County Flood Control District (SBCFCD)**. The District does not authorize any work within their jurisdiction without any permit.

A Copy of the **SBCFCD Permit** is attached and found among the green pages elsewhere in these Special Provisions.

The Contractor shall conform to the permit requirements in performance of work on this project. Nothing in this section shall relieve the Contractor of his responsibility to adhere to the provisions of said Permit.

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

Add Section 79-2.01 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 |
|--|--|------------------------------------|-----------------------------|---|
| Monterey Elementary School 794 Monterey Ave, San Bernardino, CA 92410 | School Buses, Student Drop-Off & Pick-Up | School Hours 8:50 am-3:30 pm M-Fri | Diane Silva, Principal | Phone: 909-388-6391 Website: < https://monterey.sbcusd.com/ > |
| San Bernardino City Community Day School 24424 Monterey Ave, San Bernardino, CA 92410 | School Buses, Student Drop-Off & Pick-Up | | Courtney Weber, Coordinator | Phone: 909-888-0763 E-mail: < Courtney.Weber@sbcusd.k12.ca.us > Website: < https://bernardinocommunity.ss13.sharpschool.com/ > |

| | | | | |
|---|--|-------------------------------------|--|---|
| Anderson Elementary School 24302 4 th St, San Bernardino, CA 92410 | School Buses, Student Drop-Off & Pick-Up | School Hours 8:00 am-4:30 pm M-Fri | Julie Barthelemy, Principal | Phone: 909-388-6311 Website: https://anderson.sbcusd.com/ |
| San Bernardino County Fire Station 221 200 E 3rd St, San Bernardino, CA 92410 | Access by Fire Trucks | | Daniel R. Munsey, Fire Chief/Fire Warden | Phone: 909-918-2221 Website: http://sbcfire.org/ |
| Burrtec 111 E Mill St, San Bernardino, CA 92408 | Trash Collection | <u>Verify schedule with Burrtec</u> | | Phone: 909-889-1969 E-mail: inlandempirecs@burrtec.com Website: https://www.burrtec.com/ |

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 of work and no additional compensation will be allowed thereto.

80 FENCES

80-3 CHAIN LINK FENCES

Add to Section 80-3.01 General:

Chain link fence, chain link gate, pedestrian gate, double drive gate and rolling gate of varied width shall be **Type CL-4, and Type CL-6** as shown and tabulated on the plans shall conform to the provisions in Section 80, "Fences," of the Standard Specifications, these special provisions and as directed by the Engineer.

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

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

Top rail shall be provided.

81 MICELLANEOUS TRAFFIC CONTROL DEVICES

81-8 EXISTING PAVEMENT MARKERS AND DELINEATORS

Add to Section 81-8.04 Payment:

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.

82 SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

Add to Section 82-3.01:

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

Add to Section 82-3.02B:

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.

Replace Section 82-3.04 Payment with the following:

The contract unit price paid for **Roadside 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. **Regardless of the number of signs on a given post, the pay quantity shall be counted as one (1) Sign for each post.**

81-3- PAVEMENT MARKERS

Add to Section 81-3:

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 retroreflective markers as specified on plans.

Add to Section 81-3.04 Payment:

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

82-9 EXISTING ROADSIDE SIGNS AND MARKERS

Add to Section 82-9.01:

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. New sign post required for resetting or relocation of sign in accordance with plans and Special Provisions shall be included in the contract unit price paid for Relocated Roadside Sign and no additional compensation will be made therefor.
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 **Relocate Roadside Signs** will be made therefor.

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

Replace Section 82-9.04 Payment with the following:

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.

The contract unit price paid for **Relocate 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.

84 MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Replace Section 84-2.01A Summary with the following:

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.

Removal of existing traffic stripes and pavement markings shall be by mechanical means in conformance with SCAQMD Rule 1140. Painting over or "Blacking Out" shall not be accepted. The Contractor shall obtain approval from the Engineer on the final method or removal prior to performing the work.

Replace Section 84-2.04 Payment with the following:

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

84-9 EXISTING MARKINGS

Replace Section 84-9.03A General with the following:

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

Traffic stripe removal shall be by sandblasting or grinding.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for **Remove Traffic Stripes** and no additional payment will be made therefor. Units of measure for payment for removal of stripes and 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 traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface

being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation.

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

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

Replace Section 84-9.04 Payment with the following:

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

NOT FOR BIDDING

NOT FOR BID

***Permits and Agreements
(Brown Pages)***

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

CEQA-NOE

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT PERMIT

TEMPORARY CONSTRUCTION PERMIT (TCE)

UTILITY POTHOLING INVESTIGATION REPORT/PHOTOS

NOT FOR BID



Interoffice Memo

DATE March 7, 2023

A handwritten signature in black ink, appearing to be "AP".

PHONE 387-8109

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

MAIL CODE 0835

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

File: Yard 5 / San Bernardino Area

SUBJECT: CEQA EXEMPTION - LITTLE THIRD STREET AND LITTLE TIPPECANOE AVENUE (W.O. H15122)

Project Description and Location

The San Bernardino County Public Works Department proposes to perform routine street maintenance and minor improvements that generally include installing new asphalt concrete pavement, sidewalk, streetlights, curb and gutter on both sides of Little Third Street and Little Tippecanoe and wrought iron fencing along the south side of Little Third street, new ADA ramps and new storm drains. Some ornamental trees and vegetation will be removed to accommodate new sidewalk.

The location of the proposed maintenance will occur on existing streets in an urban, residential, and commercial area on Little Third street, from Palm Ave. east to Pedley Road and on Little Tippecanoe Ave. from Third Street north to Tippecanoe Ave. The extent of the project is approximately .7 miles in the unincorporated area of the City of San Bernardino, in San Bernardino County. (See attached Location Map).

Equipment planned for use on this project will be included but is not limited to: Concrete mixer, jack hammer, dump truck, asphalt grinder, sweeper, tractor, asphalt paver, backhoe, roller compactor, grader. No traffic detours or nighttime construction are planned at this time. Relocation of some utilities is anticipated. Construction duration is anticipated for approximately five (5) - months. County of San Bernardino Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays.

REGULATORY SUMMARY

The California Environmental Quality Act (CEQA) is codified in Title 14 of the California Code of Regulations (14 CCR). This statute requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. Guidelines for implementation of the statute are the regulations that explain and interpret the law for both the public agencies required to administer CEQA and for the public. They are found in the California Code of Regulations, in Chapter 3 of Title 14 "Guidelines for Implementation of the California Environmental Quality Act" (Guidelines).

Definition of a Project. CEQA Guidelines Section 15378 defines a Project as:

The whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following:

- (1) An activity directly undertaken by any public agency including but not limited to public works construction and related activities clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Sections 65100-65700.
- (2) An activity undertaken by a person which is supported in whole or in part through public agency contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.
- (3) An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

The proposed Little Third Street and Little Tippecanoe Avenue Project constitutes the construction of a public works project requiring review and approval by the County Board of Supervisors.

Federal funding of the project requires Federal Highway Administration (FHWA) oversight be administered by the California Department of Transportation (Caltrans) in compliance with National Environmental Policy Act (NEPA). Caltrans will, as the Lead Agency for NEPA with this project, provide a separate environmental document.

Project review and approvals will also be required from responsible agencies such as the Army Corps of Engineers, California Department of Fish and Wildlife, and the Regional Water Quality Control Board.

Exemptions to CEQA. Section 21084 of the Public Resources Code also requires the Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. Currently 33 classes of projects are identified in 14 CCR, Chapter 3, Article 19. Categorical Exemptions Sections 15300 to 15333 as not having a significant effect on the environment; as such, they are declared to be categorically exempt from the requirement for the preparation of environmental documents.

Exceptions to Exemptions. Section 15300.2 of the CEQA Guidelines identifies exceptions that may apply to projects otherwise exempt under Sections 15300 to 15333. These exceptions include:

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

EXEMPTION CONSISTENCY EVALUATION

The proposed Little Third Street and Little Tippecanoe Avenue Project is consistent with Section 15301(c) of the CEQA guidelines. Class 1 projects consist 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." The proposed project is also consistent with Section 15303 of the CEQA Guidelines. This class of projects consist of construction and location of limited numbers of new, small facilities, or structures including water main, sewage, electrical, gas, and other utility extensions, including street improvements of reasonable length to serve such construction.

The proposed project involves removing existing asphalt and installing of new asphalt concrete pavement, installation of new curb and gutter, sidewalk wrought iron fence and new storm drains.

EXCEPTIONS TO EXEMPTION CONSISTENCY EVALUATION

As previously discussed, Section 15300.2 of the CEQA Guidelines identifies exceptions that may apply to projects otherwise exempt under Sections 15300 to 15333. An analysis of the applicability of each exception criteria as outlined in Guidelines Section 15300.2 is provided below.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Biological Resources Evaluation

San Bernardino County Environmental Management Division (EMD) Ecological Resources Specialists (ERS) conducted a site visit and review of California Natural Diversity Database (CNDDBA). The site review indicates that the vegetation in the surrounding area is primarily ornamental landscape commonly found in residential areas of southern California. There is no native vegetation or habitat that could support any listed species found in the CNDDB, however, trees and shrubs located adjacent to the work areas could support various species of nesting birds.

No sensitive natural communities were reported within the project area. The project area is not within any designated wildlife corridors and is not likely to serve as a significant wildlife movement route; however, the area may be used as a forage or dispersal area for wildlife in the immediate vicinity.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed project is routine maintenance and minor improvements of existing surface streets. The proposed project would not result in significant permanent impacts. Because all project impacts are anticipated to be temporary in nature and successive projects of the same type in the same place are not proposed, the project would not result in cumulative impacts that would except it from a categorical exemption.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

No activities associated with the project were identified that could be considered unusual circumstances. Therefore, this criterion does not except the proposed project from a categorical exemption.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The project is not located along a state scenic highway, County designated scenic route, or city designated special boulevard. No scenic resources such as trees, historic buildings, rock outcroppings, or similar resources within or in the vicinity of an officially designated scenic route would be impacted by the proposed project. This criterion does not except the proposed project from a categorical exemption.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

A review of the California State Water Resources Control Board (SWRQBC) GeoTracker website indicates that no listed hazardous material sites are located on or immediately adjacent to the project site. GeoTracker is a data management system for hazardous material sites and reports sites that require cleanup (Department of Toxic Substance Control, Leaking Underground Storage Tanks, Department of Defense, and Site Cleanup Programs) as well as permitted facilities that could impact groundwater (Irrigated Lands, Oil and Gas Production, operating USTs, and Land Disposal sites) and meets Government Code Section 65962.5 (Cortese List) requirements. This criterion does not except the proposed project from a categorical exemption.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Cultural Resources Evaluation

San Bernardino County Environmental Management Division Cultural Resources Specialist (CRS) provided a review of the proposed project activities and area to assess potential impacts to historical and features. Due to the nature of this project (highly urbanized, fully developed and a minimal excavation) this project has a very low probability of affecting historical resources.

San Bernardino County Environmental Management Division (EMD) retained the professional services of CRM Tech to investigate the proposed project and provide EMD with the necessary information and analysis to determine whether the project would cause a substantial adverse change to any "historical resources," as defined by CEQA Section 21084.1, that may exist in or around the project area. CRM Tech obtained a State of California Native American Heritage Commission (NAHC) Sacred Lands File request that indicated the presence of unspecified Native American cultural resource(s) in the general vicinity of the project and referred further inquiry to Yuhaaviatam of San Manuel Nation (YSMN). In response to the NAHC's recommendation that further inquiry to local Native American groups may be necessary, and in accordance with Assembly Bill 52 (AB 52) that lead agencies consider potential impacts to "tribal cultural resources" as part of the environmental review, San Bernardino County EMD staff

contacted the YSMN Resources Department and informed the tribe of the proposed project. YSMN requested that Cultural and Tribal conditions submitted below be included and observed in the event of incidental findings. EMD staff agree with the proposed conditions and will include these conditions in environmental documents and project contracts.

The findings of the Cultural Resources Specialist indicate that no significant archaeological, historic, and/or built environment cultural resources occur within or in the immediate vicinity of the defined study area. Accordingly, the proposed project is not anticipated to result in a significant adverse change to a historical resource. This criterion does not except the proposed project from a categorical exemption

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 Categorical Exemption, under Section 15301(c) "of the CEQA guidelines. Class 1 "Existing Facilities", 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 is also consistent with Section 15303 of the CEQA Guidelines. This class of projects consist of construction and location of limited numbers of new, small facilities, or structures including water main, sewage, electrical, gas, and other utility extensions, including street improvements of reasonable length to serve such construction.

In order to qualify for the exemption, the following condition(s) shall be observed.

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 rights-of-way, 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.

Biological Resources Conditions

1. If work occurs during the nesting bird season (March 15 – September 1), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work, including all vegetation management activities;
2. If active nests are detected, appropriate avoidance buffers will be established, and the nest(s) will be monitored as deemed appropriate by the biologist.
3. All trees will be surveyed prior to removal/trimming regardless of season.

Yuhaaviatam of San Manuel Nation Cultural Resources and Tribal Conditions

Cultural Resources Conditions

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

CR-2 significant pre-contact and/or historic-era cultural resources are discovered, and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

CR-3 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Tribal Resources Conditions

TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CR-1, of any pre-contact and/or historic-era cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant a cultural resource Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

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

AP:AJ:kc

Attachments:

1. Notice of Exemption
2. Project Vicinity & Location Map

Notice of Exemption

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

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

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

Project Description

Project Title: Little Third Street and Little Tippecanoe Avenue (W.O. H15122)

Project Location: The project will occur on Little Third street, from Palm Ave. east to Little Tippecanoe Ave. and on Little Tippecanoe Ave. from Third Street north to Tippecanoe Ave. In the unincorporated area of the City of San Bernardino, in San Bernardino County. (See attached Location Map).

Project Description: The San Bernardino County Public Works Department proposes installing new asphalt concrete pavement; sidewalk, streetlights, curb and gutter, wrought iron fencing, install or reconstruct ADA ramps and new storm drains. Equipment planned for use on this project will be included but is not limited to: Concrete mixer, jack hammer, dump truck, asphalt grinder, sweeper, tractor, asphalt paver, backhoe, roller compactor, grader. No traffic detours or nighttime construction are planned at this time. Relocation of some utilities is anticipated. Construction duration is anticipated for approximately five (5) - months. County of San Bernardino Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays. No construction will occur during these times.

Applicant

San Bernardino County Dept of Public Works

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

Representative

AJ Gerber

Name

Same as Applicant

Address

Anthony Pham, P.E.

Lead Agency Contact Person

(909) 387-8109

Same as Applicant

Phone

Exempt Status: *(check one)*

Ministerial [Sec. 21080(B)(1); 15268];

Declared Emergency [Sec. 21080(B)(3); 15269(a)];

Emergency Project [Sec. 21080(B)(4); 15269(b)];

Categorical Exemption. State type and section: Class 1 Categorical Exemption Section 15301(c) Existing Facilities and Class 3, 15303(D) New Construction or Conversion Of Small Structures

Statutory Exemptions. State code number: _____

Other Exemption: _____

Reasons why project is exempt: Section 15301(c): The proposed project consist of routine maintenance & improvements of existing public streets, sidewalks, and gutters. Also, Section 15303(d): construction of new structures and street improvements.

Signature  Anthony Pham, P.E.

Chief, Environmental Mgmt. Div.

Title

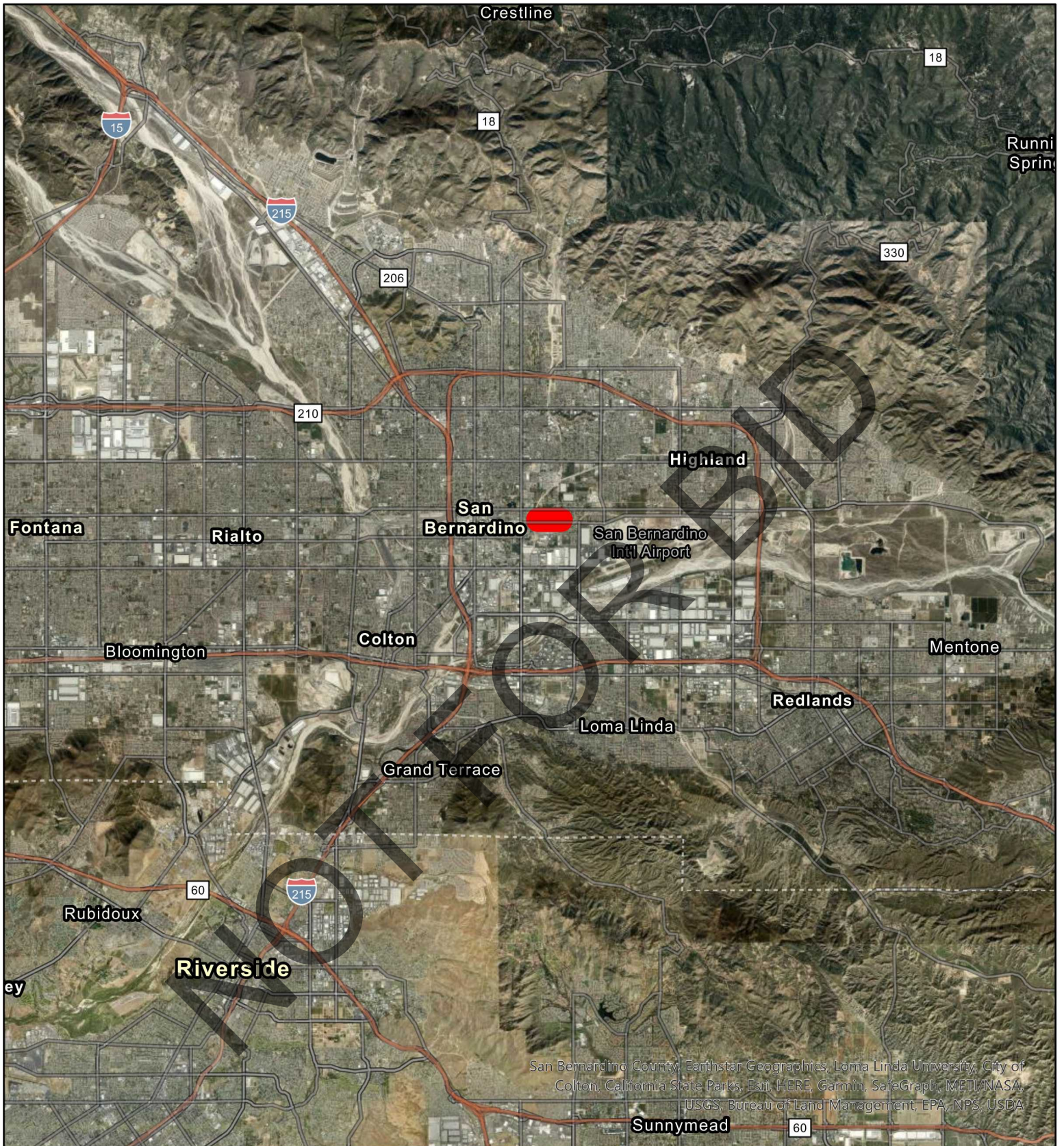
3/8/2023

Date

Signed by Lead Agency

Signed by Applicant

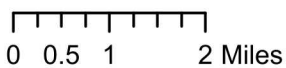
Date received for filing at OPR: N/A

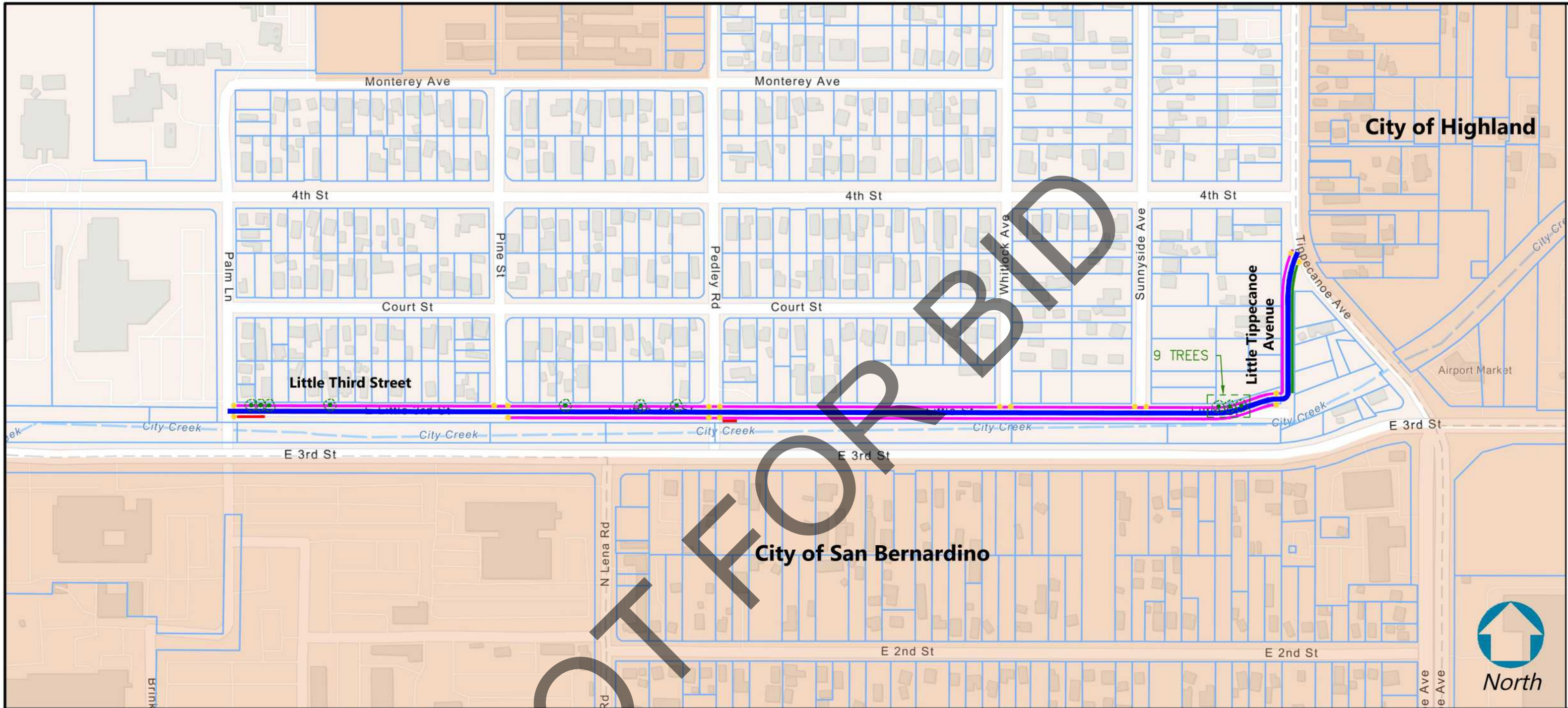


REGIONAL/VICINITY MAP
Little Third Street and Little Tippecanoe
Ave. (H15122)



 **Project Area**





Legend

-  Limits of Roadway Construction
-  Proposed Sidewalk
-  Proposed Catch Basin/BMP
-  Proposed Drainage Swale
-  Remove Tree/Brush
-  Proposed ADA Ramp



SAN BERNARDINO AREA

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS

LITTLE THIRD STREET AND
LITTLE TIPPECANOE AVENUE

WORK ORDER NO.: H15122





**CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION
DETERMINATION FORM (rev. 06/2022)**

Project Information

Project Name (if applicable): Little Third Street

DIST-CO-RTE: 08-SBd-San Bernardino Co **PM/PM:** NA

EA: NA **Federal-Aid Project Number:** STPL 5954(192)

Project Description

The County of San Bernardino proposes to widen and overlay Little Third Street from Palm Lane to Pedley Road, pave Pedley Road to Tippecanoe Ave, and reconstruct Little Tippecanoe Ave from Little Third St to Tippecanoe Ave. The purpose of the project is to reconstruct the roadways to County standards. The project is needed to update and modernize the existing transportation system, improve, and expand access for residents, pedestrians and motorists to several important transit stops, shopping centers, government offices and several key job destination sites in the surrounding project area. Two sliver-takes would be required.

Caltrans CEQA Determination (Check one)

- Not Applicable** – Caltrans is not the CEQA Lead Agency
- Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

- Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)
- Categorically Exempt. Class .** (PRC 21084; 14 CCR 15300 et seq.)
 - No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the [SER Chapter 34](#) for exceptions.
- Covered by the Common Sense Exemption.** This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

Senior Environmental Planner or Environmental Branch Chief

| | | |
|--------------------------------------|-----------|-------|
| Caltrans is not the CEQA Lead Agency | NA | NA |
| _____ | _____ | _____ |
| Print Name | Signature | Date |

Project Manager

| | | |
|--------------------------------------|-----------|-------|
| Caltrans is not the CEQA Lead Agency | NA | NA |
| _____ | _____ | _____ |
| Print Name | Signature | Date |



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Caltrans NEPA Determination (Check one)

Not Applicable

Caltrans has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). See SER Chapter 30 for unusual circumstances. As such, the project is categorically excluded from the requirements to prepare an EA or EIS under NEPA and is included under the following:

23 USC 326: Caltrans has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2022, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c)(26)

23 CFR 771.117(d): activity (d)()

Activity _ listed in Appendix A of the MOU between FHWA and Caltrans

23 USC 327: Based on an examination of this proposal and supporting information, Caltrans has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated May 27, 2022, and executed by FHWA and Caltrans.

Senior Environmental Planner or Environmental Branch Chief

Aaron Burton Aaron Burton 5/24/2023
Print Name Signature Date

Project Manager/ DLA Engineer

Albert Vergel de Dios Albert Vergel de Dios 05/24/2023
Print Name Signature Date

Date of Categorical Exclusion Checklist completion (if applicable): NA
Date of Environmental Commitment Record or equivalent: 5/24/2023

Briefly list environmental commitments on continuation sheet if needed (i.e., not necessary if included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions).



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation sheet:

The following studies, checklists and exemptions were prepared during the environmental phase of the project:

- Preliminary Environmental Studies Form: approved 1/5/2023
- Transportation Air Quality Conformity Findings Checklist: approved 4/20/2023
- Section 7 Biological No Effect Memo: approved 4/20/2023
- Area of Potential Effect Map: approved 1/31/2023
- Historic Property Survey Report: approved 4/3/2023
- Archaeological Survey Report: approved 4/3/2023

Avoidance Measures:

Cultural

CR-1: If buried cultural resources are encountered during Project Activities, it is Caltrans policy that work stop in that area until a qualified archaeologist can evaluate the nature and significance of the find.

CR-2: In the event that human remains are found, the county coroner shall be notified and ALL construction activities within 60 feet of the discovery shall stop. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). The person who discovered the remains will contact the District 8 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647. Further provisions of PRC 5097.98 are to be followed as applicable.

Permits

N/A

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

July 11, 2023

FROM

BRENDON BIGGS, Director, Department of Public Works – Transportation

SUBJECT

California Environmental Quality Act Finding for the Little Third Street and Little Tippecanoe Avenue Project, San Bernardino Area

RECOMMENDATION(S)

1. Find that the Little Third Street and Little Tippecanoe Avenue Project in the San Bernardino Area is exempt under the California Environmental Quality Act Guidelines, Title 14 of the California Code of Regulations Section 15301(c) Class 1 (existing facilities) and Section 15303(d) Class 3 (new construction or conversion of small structures).
2. Approve the Little Third Street and Little Tippecanoe Avenue Project in the San Bernardino Area as defined in the Notice of Exemption.
3. 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 Little Third Street and Little Tippecanoe Avenue Project in the San Bernardino Area (Project) will be funded with Gas Tax, Measure I Local Streets Program San Bernardino Valley Subarea, and federal Congressionally Directed Spending revenue. Sufficient appropriation and revenue are included in the Department of Public Works (Department) 2023-24 Road Operations budget (66500002000 34H15122/TX1825) and will be included in future recommended budgets.

BACKGROUND INFORMATION

The Project involves installing new asphalt concrete pavement, sidewalk, curb and gutter, storm drains, fencing, streetlights and constructing new curb ramps in accordance with current design standards and pursuant to the Americans with Disabilities Act (ADA) guidelines. The Project will require the acquisition of additional right-of-way, to be presented to the Board of Supervisors (Board) at a later date.

Updating of existing ADA compliant curb ramps or installation of new ADA compliant curb ramps in the Project area are required for the subject road improvements under the federal "2013 Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of

**California Environmental Quality Act Finding for the Little Third Street
and Little Tippecanoe Avenue Project, San Bernardino Area
July 11, 2023**

the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing” guidelines.

The Department’s environmental staff has reviewed this 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, Section 15301(c) Class 1 and Section 15303(d) Class 3 is appropriate. The Class 1 exemption allows for repair and maintenance activities on existing roads, 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 3 exemption allows for the construction and location of limited numbers of new, small facilities, or structures including water main, sewage, electrical, gas, and other utility extensions, including street improvements of reasonable length to serve such construction. When the Board considers the environmental finding, the filing and posting of a Notice of Exemption is recommended.

The Project aligns with the County and the Chief Executive Officer’s goals and objectives of ensuring development of a well-planned, balanced and sustainable County by preserving and improving the structural integrity of existing road surfaces and access for pedestrians, including those with disabilities.

This Project will receive federal funding; therefore, the California Department of Transportation (Caltrans) staff reviewed the Project under the National Environmental Policy Act (NEPA). Caltrans staff determined that the Project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(26), of the National Environmental Policy Act and will not have a significant effect on the human environment either individually or cumulatively. Caltrans adopted and issued a Categorical Exclusion for the Project on May 24, 2023.

PROCUREMENT

The Department plans to bring the Project’s plans and specifications, as well as a recommendation to advertise for formal bids to the Board for consideration in Fall 2023.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Aaron Gest, Deputy County Counsel, 387-5455) on June 7, 2023; Finance (Carl Lofton, Administrative Analyst, 387-5404) on June 21, 2023; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on June 26, 2023.

**California Environmental Quality Act Finding for the Little Third Street
and Little Tippecanoe Avenue Project, San Bernardino Area
July 11, 2023**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: July 11, 2023



cc: PW/Trans -Biggs w/CEQA & receipt
File - Transportation w/CEQA & receipt w/map
CCM 07/12/2023

NOT FOR BID

San Bernardino County Flood Control District

825 East Third Street, Room 108
San Bernardino, CA 92415-0835
(909) 387-7995 - FAX (909) 387-1858



Inspection office shall be notified two working days prior to commencing permitted use. FAILURE TO OBTAIN INSPECTION SHALL BE CAUSE FOR REVOCATION OF THIS PERMIT.

PERMIT

Permit Issued: **September 29, 2023** Permit Expires: **September 29, 2025** File: 2-603/2.04

Permit No: FCCON-2023-00029

Permittee: San Bernardino County Transportation Dept.
825 E. Third Street
San Bernardino, CA 92415

Contact/Phone: Eloy Ravalcaba

Permit Activity: 1) Construct, operate, and maintain two separate 30-inch RCP storm drain connections, and 2) perform street improvements within District right-of-way for the Transportation's Little Third/Little Tippecanoe Street Project

Facility: City Creek Channel

Location: Little Third Street at Little Tippecanoe Street

City/Community: Unincorporated area of San Bernardino County

1. This Permit is not valid without the accompanying Special, Standard, and General Provisions and any additional exhibits referenced by those provisions. Exercise of this Permit, the performance of any work contemplated hereunder, by Permittee or Permittee's authorized agent, shall indicate acceptance of and agreement to comply with all of the provisions of this Permit. Permittee shall make all contractors doing work on the Project familiar with all of the requirements of this Permit. Violation of any provision of this Permit shall be cause for immediate revocation of this Permit.
2. This Permit, or a certified copy thereof, shall be kept at the job site throughout the period of operations within District right-of-way and shall be shown to any District Representative or any law enforcement officer upon demand.
3. No revisions to the approved plans shall be made during construction without review, written approval and/or Permit Amendment from the District.

PERMITTEE'S ACCEPTANCE:

Signature by the Permittee, or Permittee's Authorized Agent, of this Permit shall indicate acceptance of all of the provisions of the Permit and shall represent that signee has full authority to act on behalf of and legally bind Permittee to all terms herein.

Chris Nguyen

Permittee's Signature

9/27/2023

Date

Chris Nguyen

PRINT

EMAIL cnguyen@dpw.sbcounty.gov

DISTRICT APPROVAL:

Brendon Biggs

Brendon Biggs, M.S., P.E.
Chief Flood Control Engineer

9/29/23

Date

cc: CA Dept. of Fish and Wildlife
FC Operations Supt
Inspector