

WARNING: ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.

NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

CHINO/MONTCLAIR ADA RAMPS

Various

LENGTH: Various

WORK ORDER: H15061

AREA: Chino/Montclair

ROAD NO.: "COUNTY: 124225010 137150010 223850010 251000010 263100010
292100010 346050030 375075010 389200010 39507501 426750020 471000010
476750010 493310030 529825020 562350010 807500010 847200010 876375010
CITY OF MONTCLAIR: ADA AVE. STATE ST. CLIFFWOOD DR. COLLEGE AVE.
HOWARD ST. STAGECOACH AVE."

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

1. California Department of Transportation (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.

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

-- TRANSPORTATION --



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


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

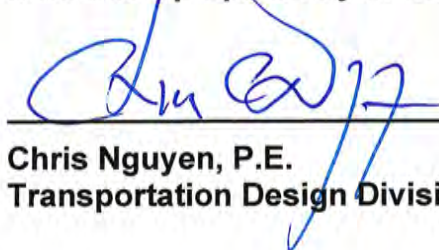


Brendon Biggs, P.E.
Director of Public Works Date: 12/12/2023



Mervat N. Mikhail, P.E.
Deputy Director of Public Works Date: 12/12/2023

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



Chris Nguyen, P.E.
Transportation Design Division Manager Date: 12/12/2023





Jeremy Johnson, P.E.
Traffic Division Engineering Manager Date: 12/12/2023



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NOTICE TO BIDDERS

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

10:00 A.M., THURSDAY, JANUARY 25, 2024

in the building of:

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

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

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

CHINO/MONTCLAIR ADA RAMPS

LENGTH: Various

WORK ORDER: H15061

AREA: Chino/Montclair

ROAD NO.: "COUNTY: 124225010 137150010 223850010 251000010 263100010
292100010 346050030 375075010 389200010 39507501 426750020 471000010
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CITY OF MONTCLAIR: ADA AVE. STATE ST. CLIFFWOOD DR. COLLEGE AVE.
HOWARD ST. STAGECOACH AVE."

The work, in general, consists of sawcut and remove existing asphalt concrete; sawcut and remove existing minor concrete; milling; overlay; grading and placing asphalt concrete surfacing; construct curb and gutter; construct spandrel and/or cross gutter; construct ADA ramp; place detectable warning surface; construct concrete sidewalk; construct retaining curb; construct grouted rock; reset roadside sign; adjust to grade existing water valve; paint traffic stripe and pavement markings; construct hydrant pad; paint red curb and doing other work appurtenant thereto.

This project requires a **Class A or C08** contractor's license issued by the California Contractors State Licensing Board. The Contractor must maintain this license from contract award through contract acceptance. All contractors, including any out-of-state contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., WEDNESDAY, JANUARY 10, 2024

To be held via video and teleconference via goto.com using meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further login information. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting. **All bidders and interested small businesses are encouraged to attend this meeting.**

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

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/bsc>. 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/lbso>

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

QUESTIONS: Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **4:00 P.M. on FRIDAY, January 12, 2024**

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

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

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

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

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

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

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

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

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

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

The Contractor agrees-

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

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the resulting contract.

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

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



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

DATE: December 20, 2023

NOT FOR BIDDING

- 5) The Contract; and
- 6) All other documents identified in the Contract.

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

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

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

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

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

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

1. Department – The San Bernardino County.
2. Office Engineer, Engineer or Director -- The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General -- The San Bernardino County Board of Supervisors.
4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State - The San Bernardino County.
8. Awarding Authority or Department - Means the County Board of Supervisors or any department or special district recommending to the Purchasing Agent or the County Board that a contract be awarded.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.

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

Holidays

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

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

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

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

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

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

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

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

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

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

2-1.10 SUBCONTRACTOR LIST

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

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

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

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

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

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

Delete section 2-1.27, "CALIFORNIA COMPANIES."

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

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

ePRO

Bids must be received by the designated date and time. An electronic bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. If the bid is submitted through ePro, the

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

REQUIRED LISTING OF SUBCONTRACTORS

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

Delete section 2-1.33A, “General.”

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

Replace section 2-1.34, “BIDDER’S SECURITY,” with:

2-1.34 PROPOSAL GUARANTY

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

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

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

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security, in a separate sealed envelope labeled “Bid Bond” with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Works, 825 E. 3rd Street, Front Reception, San**

3 CONTRACT AWARD AND EXECUTION

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

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

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

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3-1.04 CONTRACT AWARD

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

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

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

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

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

3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

3-1.18 CONTRACT EXECUTION

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

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

have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

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

3-1.20 CONFLICT OF INTEREST

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

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

3-1.21 FORMER COUNTY OFFICIALS

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

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

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

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

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

Add section 3-1.23, "REFERENCE CHECKS," which reads

3-1.23 REFERENCE CHECKS

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

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

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.

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

5-1.12 ASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

High Risk Facility Notification:

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

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

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

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

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

Attention is directed to other obstructions as follows:

AGENCY CONTACTS

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
City of Montclair	Steve Stanton	5111 Benito Street

	sstanton@cityofmontclair.org	Montclair, CA 91763 (909) 625-9444
Frontier Communications	Jim Bollier jim.bollier@ftr.com	1400 E. Phillips Blvd. Pomona, CA 91766 (909) 469-6333 Emergency: (800) 921-8101
MCI (Verizon Business)	Ricardo Lozo Gongaza Ricardo.gongaza@verizon.com	18850 Orange St., Bldg. A Bloomington, CA 92316 (909) 360-6903
Monte Vista Water Company	John Hughes jhughes@mwwd.org Hilton Saenz hisaenz@mwwd.org	10575 Central Avenue Montclair, CA 91763 (909) 267-2185 (John) (909) 267-2112 (Hilton)
Southern California Edison	SCE Planning Supervisor	1351 E Francis St. Ontario, CA 91761 (909) 930-8591 Emergency: (800) 611-1911
Southern California Gas	Esteban Gonzalez egonzalez5@semprautilities.com David Castellanos dcastellanos@socalgas.com	1981 W. Lugonia Avenue Redlands, CA 92374 (909) 335-7550 (Esteban) (909) 335-7508 (David) Emergency: (800) 427-2200
Spectrum	James Mock James.mock@charter.com	7337 Central Ave Riverside, CA 92504 (951) 406-1627

The initial written utility notification and preliminary plans were sent to utility agencies on January 7, 2022, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> Throughout Project 	<ul style="list-style-type: none"> If necessary, Contractor shall provide 2 working day window, per

		agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.
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UTILITY PROTECTION

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

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
City of Montclair	<ul style="list-style-type: none"> • East End Ave – sewer line, east of centerline, from south of Grand Ave to Grand Ave • Grand Ave – sewer line, at centerline, from East End Ave to east of East End Ave • Howard St – sewer line, at centerline, crossing College Ave, Stagecoach Ave, Vernon Ave, and Bel Air Ave • College Ave – sewer line, west of centerline, from south of Howard St to Howard St • Gala Ln – sewer line, at centerline, from Applegate St to Carlton St • Carlton St – sewer line, at centerline, from west of Gala Ln to Vernon Ave • Vernon Ave – sewer line, at centerline, from Howard St to north of Carlton St • Applegate St – sewer line, at centerline, from Gala Ln to Vernon Ave 	<ul style="list-style-type: none"> • Contractor to locate and protect in place
Frontier Communications	<ul style="list-style-type: none"> • Applegate St – underground line, south of centerline, from west of Vernon Ave to Vernon Ave • Vernon Ave – underground line, both sides of centerline, from south of Applegate St to Applegate St • Humboldt Ave – underground line, east of centerline and overhead line, west of centerline, crossing Whittier Ct and Avalon Ct 	<ul style="list-style-type: none"> • Contractor to locate and protect in place

- Gala Ln – underground line, west of centerline, from south of Carlton St to Carlton St
- East End Ave – aerial line, east of centerline, from south of Grand Ave to Grand Ave
- Grand Ave- aerial line, north of centerline and underground line, south of centerline, crossing East End Ave
- Howard St – aerial line, north of centerline, crossing Vernon Ave and Bel Air Ave
- Bel Air Ave – underground line, west of centerline, from Howard St to north of Howard St
- Vernon Ave – underground line, west of centerline, from Howard St to north of Howard St
- La Brida Ave – underground line, west of centerline, from south of La Reata Dr to La Reata Dr
- La Reata Dr – underground line, north of centerline, crossing La Brida Ave
- Lexington Ave – underground line, south of centerline, from west of Farndon Ave to Farndon Ave
- Juniper Ct – aerial cable, north of centerline, from west of Telephone Ave to Telephone Ave
- Telephone Ave – aerial line, east of centerline, crossing Orange Blossom Ln
- Carlton St – underground line, north of centerline, crossing Vernon Ave
- Morgan St – aerial line, north of centerline, from west of Vernon Ave to Vernon Ave
- Whittier Ct – underground line, south of centerline, from Humboldt Ave to east of Humboldt Ave
- Ada Ave – underground line, west of centerline, from south of Cliffwood Dr to State St
- Ada Ave – aerial line, east of centerline, from south of State

	<p>St to State St</p> <ul style="list-style-type: none"> • State St – aerial and underground lines, south of centerline, from west of Ada Ave to Ada Ave • College Ave – underground line, west of centerline, from south of Howard St to Howard St • Howard St – underground line, north of centerline, crossing Stagecoach Ave 	
MCI (Verizon Business)	<ul style="list-style-type: none"> • State St - Aerial line, south of centerline, crossing Central PI 	<ul style="list-style-type: none"> • Contractor to locate and protect in place
Monte Vista Water Company	<ul style="list-style-type: none"> • Applegate St – 8” CMLCS waterline, south of centerline, from west of Vernon Ave to Vernon Ave • Vernon Ave – 12” CMLCS waterline, east of centerline, from Howard St to north of Carlton St, crossing Applegate St and Carlton St • Humboldt Ave – 8” ACP waterline, west of centerline, crossing Avalon Ct • Avalon Ct – 6” CMLCS waterline, north of centerline, from Humboldt Ave to east of Humboldt Ave • Central Ave – 12” waterline, east of centerline, crossing State St • State St – 12” waterline, both sides of centerline, crossing Ada St and Central Ave • State St – 24” DIP waterline, south of centerline, crossing Ada St and Central Ave • Compton St – 6” ACP waterline, south of centerline, from Roswell Ave to Del Mar Ave • Del Mar Ave – 6” ACP waterline, southwest of centerline, from Pipeline Ave north to end • Farndon Ave – 6” ACP waterline, west of centerline, from Compton St to north of Compton St • Gala Ln – 8” CMLCS waterline, west of centerline, 	<ul style="list-style-type: none"> • Contractor to locate and protect in place • Contractor to adjust valve cans to final grade, if adjustable

	<p>from south of Carlton St to Carlton St</p> <ul style="list-style-type: none"> • Carlton St – 8” CMLCS waterline, south of centerline, crossing Gala Ln • Carlton St – 6” CMLCS waterline, north of centerline, from Vernon Ave to end • East End Ave – 8” CMLCS water line, east of centerline, from south of Grand Ave to Grand Ave • Grand Ave – 8” CMLCS waterline, both sides of centerline, crossing East End Ave • Ada Ave – 8” waterline, east of centerline, from Mission Blvd to State St, crossing Grove St and Cliffwood Dr • Ada Ave – 2” abandoned waterline, east of centerline, crossing Grove St • Grove St – 8” waterline, south of centerline, from Ada Ave to Central Ave • Howard St – 8” waterline, north of centerline, crossing Stagecoach Ave, Vernon Ave, and Bel Air Ave • Bel Air Ave – 6” CMLCS waterline, east of centerline, from Howard St to north of Howard St • Vernon St – 6” waterline, east of centerline, from Phillips Rd to Howard St, crossing Morgan St and Clair St • La Brida Ave – 6” ACP waterline, east of centerline, from south of La Reata Dr to La Reata Dr • La Reata Dr – 6” ACP waterline, north of centerline, from McKinley Ave to end, crossing La Brida Ave • McKinley Ave – 6” ACP waterline, east of centerline, crossing La Reata Dr • Lexington St – 8” PVC waterline, south of centerline, from west of Farndon Ave to 	
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	<p>Farndon Ave</p> <ul style="list-style-type: none"> • Farndon Ave – 8” PVC waterline, west of centerline, crossing Farndon Ave • Maple St – 6” CMLCS waterline, north of centerline, crossing College Ave • College Ave – 6” CMLCS waterline, west of centerline, from Maple St to north of Maple St • Wesley Ave – 6” ACP waterline, east of centerline, crossing Monte Verde Ave • Monte Verde Ave – 6” ACP waterline, north of centerline, from Wesley Ave to east of Wesley Ave • Monte Verde Ave – 6” STL waterline, south of centerline from west of Kimberly Ave to Kimberly Ave • Kimberly Ave – 6” CMLCS waterline, east of centerline, crossing Monte Verde Ave • Juniper Ct – 6” CMLCS waterline, north of centerline, from west of Telephone Ave to Telephone Ave • Telephone Ave – 8-12” waterline, west of centerline, crossing Juniper Ct and Orange Blossom Ln • Orange Blossom Ln – 6” ACP waterline, south of centerline from Telephone Ave to east of centerline • Clair St – 6” waterline, north of centerline, from west of Vernon Ave to Vernon Ave • Morgan St – 6” STL waterline, north of centerline, from west of Vernon Ave to Vernon Ave • Humboldt Ave – 8” ACP waterline, west of centerline, crossing Whittier Ct • Whittier Ct – 6” CMLCS waterline, north of centerline, from Humboldt Ave to end • Cliffwood Dr – 8” waterline, north of centerline, from west of 	
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	<p>Ada Ave to Ada Ave</p> <ul style="list-style-type: none"> • College Ave – 8” CMLWS waterline, east of centerline, from south of Howard St to Howard St • Howard St – 12” CMLWS waterline, north of centerline, crossing College Ave • Stagecoach Ave – 6” CMLCS waterline, east of centerline, from Howard St to north of Howard St 	
Southern California Edison	<ul style="list-style-type: none"> • Applegate St – 750-22,500 volts underground cable, south of centerline, from east of Vernon Ave to Vernon Ave • Vernon Ave – 750-25,500 volts underground cable, both sides of centerline, crossing Applegate St • Avalon Ct – 750-25,500 volts underground cable, north of centerline, from Humboldt Ave to east of Humboldt Ave • Humboldt Ave – 750-25,500 volts underground cable, east of centerline, crossing Avalon Ct • Humboldt Ave – 0-750 volts, aerial cable, west of centerline, from south of Avalon Ct to Avalon Ct • Central PI – 750-22,500 volts and 66-300 kV aerial cable, east of centerline, crossing State St • State St – 750-22,500 volts aerial cable, south of centerline, crossing Central PI • Gala Ln – 750-22,500 volts underground cable, west of centerline, crossing Carlton St • Carlton St – 750-22,500 volts underground cable, north of centerline, crossing Gala St • East End Ave – 750-22,500 volts underground cable, east of centerline, crossing Grand Ave • East End Ave – 0-750 volts and 750-22,500 volts aerial cable, both sides of centerline, crossing Grand Ave • Grand Ave - 750-22,500 	<ul style="list-style-type: none"> • Contractor to locate and protect in place

	<p>volts aerial cable, north of centerline, crossing East End Ave</p> <ul style="list-style-type: none"> • Ada Ave – 750-22,500 volts underground cable, west of centerline, crossing Grove St • Howard Ave – 750-22,500 volts aerial cable, north of centerline, crossing Bel Air Ave • Bel Air Ave – 750-22,500 volts underground cable, west of centerline, from Howard Ave to north of Howard Ave • Vernon Ave – 750-22,500 volts aerial cable, east of centerline, crossing Howard Ave • La Brida Ave – 750-22,500 volts underground cable, west of centerline, crossing La Reata Dr • La Reata Dr – 750-22,500 volts underground cable, north of centerline, crossing La Brida Ave • McKinley Ave – 750-22,500 volts aerial cable, west of centerline, crossing La Reata Dr • La Reata Dr – 750-22,500 volts underground cable, both sides of centerline, crossing McKinley Ave and La Reata Dr • Farndon Ave – 750-22,500 volts underground cable, east of centerline, from south of Lexington Ave to Lexington Ave • Lexington Ave – 750-22,500 volts underground cable, south of centerline, crossing Farndon Ave • Telephone Ave – 750-22,500 volts aerial cable, west of centerline, crossing Juniper Ct • Juniper Ct – 750-22,500 volts aerial cable, north of centerline, from west of Telephone Ave to Telephone Ave • Telephone Ave – 750-22,500 volts aerial cable, west of centerline, crossing Orange Blossom Ln and Telephone Ave north • Vernon Ave – 750-22,500 volts underground cable, east of 	
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	<p>centerline, from south of Carlton St to south of centerline on Carlton St</p> <ul style="list-style-type: none"> • Vernon Ave – 0-750 volts and 750-22,500 volts aerial cable, east of centerline, crossing Clair St and Morgan St • Morgan St – 0-22,500 volts aerial cable, north of centerline, crossing Vernon Ave • Humboldt Ave – 0-750 volts aerial cable, west of centerline, crossing Whittier Ct • Humboldt Ave – 750-22,500 volts underground cable, east of centerline, crossing Whittier Ct • Whittier Ct – 750-22,500 volts underground cable, south of centerline, from Humboldt Ave to east of Humboldt Ave • Ada Ave – 750-22,500 volts underground cable, west of centerline, with crossings at Cliffwood Dr and State St • Ada Ave – 750-22,500 volts aerial cable, east of centerline, from south of State St to State St • State St – 750-22,500 volts aerial cable, south of centerline, crossing Ada Ave • Cliffwood Dr – 750-22,500 volts underground cable, south of centerline, from west of Ada Ave to Ada Ave • Howard St – 0-22,500 volts aerial cable, north of centerline, crossing College Ave • Howard St – 750-22,500 volts underground cable, north of centerline, crossing Stagecoach Ave • Stagecoach Ave – 750-22,500 volts underground cable, west of centerline, from Howard St to north of Howard St 	
Southern California Gas	<ul style="list-style-type: none"> • Cozzens Ave – 2" gas line, west of centerline, crossing Pamela Dr • Pamela Dr – 2" gas line, south of centerline, cross to north of centerline at Cozzens Ave 	<ul style="list-style-type: none"> • Contractor to locate and protect in place • Contractor to adjust valve cans to final grade, if adjustable

- McKinley Ave – 2” gas line, west of centerline, crossing La Reata Dr
- La Brida Ave- 1” gas line, west of centerline, from south of La Reata Ave to La Reata Ave
- La Reata Dr – 2” gas line, south of centerline, from McKinley Ave to La Brida Ave
- Humboldt Ave – 2” gas line, west of centerline, crossing Whittier Ct and Avalon Ct
- Whittier Ct – 2” gas line, south of centerline, from Humboldt Ave to east of Humboldt Ave
- Avalon Ct – 2” gas line, north of centerline, from Humboldt Ave to east of Humboldt Ave
- Farndon Ave – 2” gas line, west of centerline, from Compton St to north of Compton St
- Compton St – 2” gas line, south of centerline, from west of Farndon Ave to Del Mar Ave
- Del Mar Ave – 2” gas line, northeast of centerline, crossing to west of centerline at Compton St
- Lexington Ave – 2” gas line, north of centerline, from west of Farndon Ave to Farndon Ave
- College Ave – 2” gas line, east of centerline, from Maple St to north of Maple St
- Grand Ave – 2” gas line, south of centerline, crossing East End Ave
- Monte Verde Ave – 2” gas line, south of centerline, from Wesley Ave to east of Wesley Ave
- Howard St – 2-4” gas line, north of centerline, crossing College Ave and Stagecoach Ave
- College Ave – 2” gas line, west of centerline, from south of Howard St to Howard St
- Juniper Ct – 2” gas line,

	<p>north of centerline, from west of Telephone Ave to Telephone Ave</p> <ul style="list-style-type: none"> • Telephone Ave – 2” gas line, west of centerline, crossing Juniper Ct and Orange Blossom Ln • Orange Blossom Ln – 2” gas line, north of centerline, from Telephone Ave to east of Telephone Ave • Stagecoach Ave – 2” gas line, west of centerline, from Howard St to north of Howard St • Vernon Ave – 2” gas line, west of centerline, from south of Morgan St to north of Carlton St • Morgan St – 1” gas line, north of centerline, from west of Vernon Ave to Vernon Ave • Clair St – 2” gas line, south of centerline, from west of Vernon Ave to Vernon Ave • Howard Ave – 2” gas line, south of centerline, crossing Vernon Ave and Bel Air Ave • Bel Air Ave – 2” gas line, west of centerline, from Howard St to north of Howard St • Applegate St – 2” gas line, south of centerline, from west of Vernon St to Vernon St • Gala Ln – 2” gas line, west of centerline, from south of Carlton St to Carlton St • Carlton St – 2” gas line, north of centerline from west of Gala Ln to Vernon Ave • Ada Ave – 2” gas line, west of centerline, from south of Grove St to State St • State St – 4” gas line, south of centerline, crossing Ada Ave and Central Ave 	
Spectrum	<ul style="list-style-type: none"> • Humboldt Ave – aerial cable, west of centerline, crossing Whittier Ct and Avalon Ct • Humboldt Ave – underground cable, east of centerline, crossing Whittier Ct and Avalon Ct 	<ul style="list-style-type: none"> • Contractor to locate and protect in place

	<ul style="list-style-type: none"> • Whittier Ct – underground cable, south of centerline, from Humboldt Ave to east of Humboldt Ave • Avalon Ct – underground cable, north of centerline, from Humboldt Ave to east of Humboldt Ave • Morgan St – aerial cable, north of centerline, crossing Vernon Ave • Vernon Ave – aerial cable, east of centerline, from south of Morgan St to north of Howard St • Vernon Ave – underground cable, both sides of centerline, with crossings north of Howard Ave • Howard St – aerial cable, north of centerline, crossing Vernon Ave and Bel Air Ave • Howard St – underground cable, north of centerline, crossing Stagecoach Ave • Stagecoach Ave – underground cable, west of centerline, from Howard St to north of Howard St • Applegate St – underground cable, south of centerline, from Gala Ln to Vernon Ave • Gala Ln – underground cable, west of centerline, from Applegate St to Carlton St • Carlton St – underground cable, north of centerline, from west of Gala Ln to west of Vernon Ave • Telephone Ave – aerial cable, east of centerline, crossing Orange Blossom Ln • Orange Blossom Ln – aerial cable, north of centerline, from Telephone Ave to east of Telephone Ave 	
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HIGH RISK UTILITIES

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

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

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

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

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

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

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

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

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

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

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

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

The space around the posts and post concrete anchors shall be backfilled with suitable earthy material. The backfill material shall be placed in layers approximately 0.33 foot thick and each

layer shall be moistened and thoroughly compacted to a relative compaction of not less than 90 percent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

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

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

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

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

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

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

5-1.43G Civil Action

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

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor

San Bernardino, California 92415-0016

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

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

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

AA

6 CONTROL OF MATERIALS

Delete section 6-1.04, "BUY AMERICA."

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

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

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

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

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

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

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

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

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

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

MATERIAL

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

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

Reflective pavement markers with abrasion resistant surface:

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

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

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

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D

Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

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

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

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

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

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

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

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D

The Line Connection "Dura-Post"

Repo, Models 300 and 400

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

TRAFFIC CONES

Highway Safety Products 28"

Radiator Specialty Company 28"

Roadmarker Company "Stacker" 42"

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

TYPE "K" OBJECT MARKER (18")

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

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

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

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

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

Non-impactable Type

Astro-Optics JD Series
Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

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

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

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

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

FYG, ASTM D 4956-01, Type IX.

Guide Signs:

T6501, ASTM D 4956-01, Type IV.

Construction Signs:

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

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

AA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or

grounds for considering the bid nonresponsive, provided that any of the following apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and

served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

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

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

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

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

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

Keep accurate payroll records.

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

1. Each employee's:

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

2. Apprentices and the apprentice-to-journeyman ratio

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-1.05A General

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

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

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

ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

AA

Replace section 8-1.02, "SCHEDULE" with:

8-1.02 PROGRESS SCHEDULE

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

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

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

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

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

8-1.04A General

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

Prior to construction, the following submittals are required:

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

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

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

8-1.04B Standard Start

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

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

SIXTY FIVE (65) WORKING DAYS

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

Replace 8-1.10A, “General”, with:

8-1.10A General

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

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

event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

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

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

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

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

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

20104.50.

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

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

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

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

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied

by a document setting forth in writing the reasons why the payment request is not proper.

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

(e) For purposes of this article:

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

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

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

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

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

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

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

Delete section 9-1.16F, “Retentions.”

Replace 9-1.17D(1), “General,” with:

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

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

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

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

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

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

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

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

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

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

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

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

9-1.22 CIVIL ACTION

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

DIVISION II – GENERAL CONSTRUCTION

10-1.01 Order of Work

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

First Order of Work -: The Contractor shall obtain encroachment permit within City of Montclair. The City named herein do not authorize work within their respective jurisdiction without a permit.

The Contractor shall then set up portable Changeable Message Signs at the locations specified in these Special Provisions and as designated and approved by the Engineer. The signs shall be installed two (2) weeks prior to the start of construction or as directed by the Engineer.

Attention is directed to the "Portable Changeable Message Signs" section of these Special Provisions regarding compensation for conforming to this order of work.

Attention is directed to Section, "TRAFFIC CONTROL SYSTEM (2015 CALTRANS STANDARD SPECIFICATION)" of these special provisions.

Attention is directed to Section "PERMITS AND AGREEMENTS" of these Special Provisions

Second 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.

Third Order of Work – The Contractor shall request the County Surveyors to conduct a monument review to facilitate preservation of existing monuments. Attention is directed to the "Survey Monuments" section elsewhere in these Special Provisions.

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

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

Attention is directed to the "Portable Changeable Message Signs" section of these Special Provisions regarding compensation for conforming to this order of work.

Attention is directed to Section "TRAFFIC CONTROL SYSTEM (2015 CALTRANS STANDARD SPECIFICATION)" of these special provisions.

Attention is directed to Section "PERMITS AND AGREEMENTS" of these Special Provisions.

Fifth Order of Work – The Contractor shall post advance notice signs for sidewalk closures at least three (3) days prior to the closure dates at ramp closure locations as stipulated in the

Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates. Contractor shall provide safe alternate pedestrian travel routes during ramp closures.

Nothing in these Special Provisions shall relieve the Contractor of his responsibility to conform the stringent requirements of The Americans Disability Act (ADA)

10-1.02 PUBLIC SAFETY

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

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

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

If any of the above referenced CA MUTCD Typical Application/s is/are not applicable due to project field conditions, or as required by the Engineer, the Contractor shall prepare a Pedestrian Traffic Control Plan and submit to the Engineer for review and approval. The Pedestrian Traffic Control Plan shall detail any pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) – Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

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

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

- g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the

protective system; or the Contractor, for the Contractor’s convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10-1.03 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN UTILITY CONFLICTS)

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen position, location, and/or dimensions of existing underground utilities. Extra work addressed under the provisions of this section will be work as determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Extra work to address subsurface or latent physical utility conditions that differ materially from those indicated in the contract; or unknown utility physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with Section 4-1.06, "Differing Site Conditions", of the Standard Specifications.

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

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

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

Prospective bidders shall include the Contract Amount printed in the proposal for "**Supplemental Work At Force Account (Unforeseen Utility 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 Utility Conflicts)**, and no separate payment will be made therefor.

10-1.04 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN DIFFERING SITE CONDITIONS)

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

In order to meet the ADA requirements, an extra survey work may be needed to address corrections to surface elevations if found deviating from the As-Built Plans of 1964 & 1970; or differ from the physical conditions; or unknown conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with Section 4-1.06, "Differing Site Conditions", of the Standard Specifications.

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

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

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

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

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

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

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

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

- Right of way research and verification to ensure the proposed ramp and sidewalk are within the road right of way

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

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

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

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

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

10-1.05 ENVIRONMENTAL MITIGATION MEASURES

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

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

The Contractor shall comply with the following mitigation measures:

Biological Resources Conditions

Because of the limited nature of the road work, we have determined that project related activities will not directly impact any sensitive habitat and/or species. However, to ensure no impacts to species the following actions should be taken :

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.

Cultural Resources Evaluation

San Bernardino County Environmental Management Division Cultural Resources Specialist (CRS) provided a review of historical records of the proposed project area to assess potential impacts to historical and cultural features, if any, within the project footprint. It was determined that no historical or cultural features will be negatively impacted by the proposed project.

Cultural Resources Conditions

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

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

Environmental Determination

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

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public

or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no

expansion of existing or former use.” The Class 1 (c) exemption is specific to “existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.” The project also qualifies for a Class 2 Categorical Exemption, “Replacement or reconstruction” under Section 15302(c) which is applicable to “Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.”

General Conditions

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

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

10-1.06 DUST CONTROL

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

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

of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05. "Changes and Extra work," of the Standard Specifications

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

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

10-1.07 WATER POLLUTION CONTROL PROGRAM (WPCP)

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

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

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

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

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

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

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

10-1.08 MOBILIZATION

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

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

The price paid for the Mobilization shall include price for mobilizing to multiple locations within this project.

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

10-1.09 TRAFFIC CONTROL SYSTEM

A. GENERAL:

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

The requirements of this section, titled "General" shall apply to all projects except as modified below in Section B," Special Conditions", or as otherwise approved by the Engineer. Construction that interferes with public traffic shall be performed only between 7:00 A.M., and 4:00 P.M., except that which is required under Sections 7-1.03, "Public Convenience", and 7-1.04, "Public Safety", of the Standard Specifications, as modified below in section B, or as approved by the Engineer.

The Contractor shall submit a Traffic Control Plan for the entire project limits, including intersections, detailing the proposed construction staging and traffic control for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The Traffic Control Plan shall not include any signalized 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 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 T10. The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for nighttime shoulder closures shall also include flashing beacons.

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

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 53.081.

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 2015 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, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control" of the Standard Specifications.

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

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

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

B. SPECIAL CONDITIONS:

I. During Construction Activities

Construction shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project, or as directed by the Engineer. In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Engineer and affected schools. The Contractor shall adhere to the operating hour restrictions as determined and as directed by the Engineer.

In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Engineer. The point of contact for the schools can be found in Section 10-1.22 "Coordination" elsewhere in these Special Provisions.

The Contractor shall adhere to the operating hour restrictions as determined and as directed by the Engineer

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

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

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

II. During Non-construction activities

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

The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress. The Contractor shall stage his construction operations accordingly in order to meet the above stated requirements.

C. MEASUREMENT AND PAYMENT:

The contract lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the 2015 Standard Specifications and these Special Provisions. Full compensations 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 Advance Warning signs, including payment for permits, is included in the contract 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 2015 Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

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

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

Full compensation for traffic control staging is included in the contract **Lump Sum (LS)** price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work", of the 2015 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 2015 Standard Specifications. No adjustment will be made for decreases.

10-1.10 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the 2015 Standard Specifications.

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

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

**McKinley Avenue at Riverside Avenue
Philadelphia Avenue at East End Avenue
Roswell Avenue at Francis Avenue
Grand Avenue at Chico Avenue
Howard Street at Pipeline Avenue
Mission Boulevard at Vernon Avenue**

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

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

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

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

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

PCMS shall be removed at the completion of the project.

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

10-1.11 REMOVE, CHAIN LINK FENCE AND METAL RAIL

This work shall consist of removal and disposal of existing chain link fence and reset sliding gate as shown on special drawing (1), these Special Provisions and as designated by the Engineer and shall conform to the provisions in Sections 15, "Existing Highway Facilities," and Section 16, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

As directed by the Engineer, portion of the existing fence that should remain in place shall be protected in place. Any damages thereof due to negligence of the Contractor during the operation shall be repaired or replaced in kind immediately at his own expense.

As directed by the Engineer, portion of existing fence as called out or shown on special drawing (1) shall be removed. However, sliding gate, which are to remain in place, may be temporarily removed and reconstructed where necessary for construction. Where fences and gates are removed, tension shall be maintained in the portions that remain. Removed fences that are not to be reconstructed shall be disposed of. Fences that need to be removed which extends to the next post shall be removed and disposed of; payments, however, shall be included in the various items of work and no additional compensation shall

The voids left by removal of fence post footings shall be backfilled with material free from any deleterious material and compacted to 95% of maximum density.

Removed fences including their footings and mow strip (where the angular track is installed) 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 7-1.13 of the Standard Specifications.

The contract unit price paid per linear feet for the following bid items as designated in the Engineer's Estimate as follows:

Remove and Dispose Portion of Chain Link Fence (At 4027 Grand Avenue) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposing chain link fence as described above including its footings and as specified in the Standard Specifications and these Special Provisions, and as determined by the Engineer.

Remove and Dispose Metal Rail (At 4027 Grand Avenue) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposing chain link fence as described above including its footings and as specified in the Standard Specifications and these Special Provisions, and as determined by the Engineer.

10-1.12 REMOVE ASPHALT CONCRETE SURFACING

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

Existing bituminous surfacing shown on the plans to be removed approximate 0.50' full depth asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

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

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

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

The contract unit price paid per square yard for **Sawcut and Remove (0.67' Thick) Existing Asphalt Concrete Surfacing, 2' Wide Minimum Slot Paving**

shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing and asphalt concrete dikes, including hauling and disposing of surfacing outside the highway right of way or hauling and placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

10-1.13 REMOVE CONCRETE

This work shall consist of removal and disposal of existing Portland Cement Concrete within the limits shown on the plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Highway Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Portions of existing sidewalk, curb, curb & gutter, cross gutter and spandrel which interfere with construction shall be removed.

Portion of existing concrete sidewalk shall be saw cut and removed as necessary for installation of the roadside sign post.

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

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

Attention is directed to section "Miscellaneous Concrete Construction" elsewhere in these Special Provisions.

The concrete shall be removed by the direction of the Engineer not more than 10 feet from BCR and ECR to make the concrete ADA compliant.

The contract price paid per square yard for **Remove Concrete (Spandrel, Cross Gutter, Ramp and Sidewalk)** shall include, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and disposing existing concrete sidewalk, cross gutter, ramp and spandrel, complete in place, as shown on the plan and as directed by the Engineer.

The contract price paid per linear foot for **Remove Concrete (Curb, Curb & Gutter)** shall include, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved to remove and dispose existing concrete curb, concrete curb and gutter, complete in place, as shown on the plan and as directed by the Engineer.

10-1.14 REMOVE THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

This work shall consist of the removal and disposal of existing or temporary thermoplastic 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.

Removal and disposal of thermoplastic traffic stripes and pavement markings shall conform to the provisions of section 14-11.12 "Removal of Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue."

Thermoplastic Traffic stripe and pavement marking removal shall be by sandblasting or grinding.

The method of removal of thermoplastic 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 Thermoplastic Traffic Stripes and Remove Thermoplastic Pavement Markings and no additional payment will be made therefor. Units of measure for payment for removal of thermoplastic 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 Facilities," of the Standard Specifications.

Where blast cleaning is used for the removal of thermoplastic 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.

The contract price paid for Linear Foot for **Remove Thermoplastic Traffic Stripes** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove and dispose of thermoplastic existing pavement delineation material, as shown on the plans, as 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 Striping and Remove Pavement Markings**.

The contract price paid for square feet for **Remove Thermoplastic Pavement Markings**

shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove and dispose of thermoplastic existing pavement delineation material, as shown on the plans, as 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 Striping and Remove Pavement Markings**.

10-1.15 COLD PLANE ASPHALT CONCRETE PAVEMENT

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

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

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

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

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. Planing shall be performed in a manner to produce a straight cross slope between a minimum 0.08-foot depth of cut at the centerline established by the Engineer and a minimum 0.08-foot depth of cut at the outside edge as dimensioned on the typical cross-section. Areas between these boundaries, where the existing surface is below this specified plane (i.e., transversely bridged by the planer) shall not be planed. At conform lines (meet lines at intersections), transverse cuts shall be made to a minimum of 0.08-foot below the existing surface. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

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

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

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

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

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.

For clarity, cold plane is synonymous to old term called "mill" or "milling". The plan shall specify the true thickness to mill and true thickness to overlay. Unless otherwise specified on the plan, mill or milling an AC may or may not be similar thickness to overlay. Therefore, mill and overlay thickness shall conform with the structural section as shown on the plan. The AC material used for overlay is paid separately in tonnage. Should there be any conflict with the construction legend and symbol of cold plane, as shown on the plan, these special provisions shall prevail.

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

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

10-1.16 EARTHWORK

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

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

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

Excavation and embankment 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 shall be the responsibility of the Contractor and payment for such shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefore.

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

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

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

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

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

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

10-1.17 CLEARING AND GRUBBING

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

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

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

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

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

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

The contract lump sum price paid for **Clearing and Grubbing** shall include furnishing all labor, materials, tools, equipment and incidentals, trimming the trees at 3816 Pamela Dr, and 3818 Pamela Dr, Chino, CA 91710 and for doing all the work involved in clearing and grubbing, as

shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

10-1.18 CHAIN LINK FENCE AND RESET SLIDING GATE

Chain link fence and gates shall be Type CL-4 and sliding gate shall conform to the provisions in Section 80, "Fences," of the Standard Specifications.

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.

The exact location for constructing fences and gates shall be determined by the Engineer.

Full compensation for furnishing and installing chain link fence, supporting arms shall be considered as included in the contract price per linear foot paid for install **Chain Link Fence (Type CL-4) At 4027 Grand Avenue**; and no additional compensation will be allowed therefor.

The contract unit price paid for the **Reset Sliding Gate (At 4027 Grand Avenue)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in resetting the sliding gate as shown on special drawing (1) and as specified in the Standard Specifications and these Special Provisions, and as determined by the Engineer.

The contract Linear foot price paid for the install **Metal Rail (At 4027 Grand Avenue)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in resetting the sliding gate as shown on special drawing (1) and as specified in the Standard Specifications and these Special Provisions, and as determined by the Engineer.

10-1.19 WATERING

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

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

10-1.20 MINOR CONCRETE (Ramp, Sidewalk, Spandrel, Cross Gutter, Curb and Gutter, Retaining Curb)

Ramp, Sidewalk, Spandrel, Cross Gutter, Curb and Gutter, Retaining Curb shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete for Ramp, Sidewalk, Spandrel, Cross Gutter, Curb and Gutter, Retaining Curb shall be **Minor Concrete**.

The second and third sentence of the first paragraph in Section 73-1.02, "Subgrade Preparation," of the Standard Specifications is superseded by the following:

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

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

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

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

Any curb and sidewalk joints (weakened plane joints and expansion joints) shall be constructed per County Std. 110A (modified) or SPPWC Std. 112-2.

Any Concrete retaining curb shall be constructed per Caltrans Std A87A.

If in the event, the adjacent sidewalk of the existing ramp or portion of the existing ramp to be reconstructed/upgraded was field verified and determined to have cracks (1/4" and larger), the Contractor shall repair and seal cracks (1/4" and larger) by using concrete repair caulk such as Polyurethane Concrete Crack sealant or approved equivalent like epoxy. No grouts shall be used. It shall be smooth troweled. Likewise, as directed by the Engineer, the Contractor shall repair and restore any vertical grade separation of any portion or portions of the adjacent sidewalk by sawcutting to a neat true line, removing damaged area, compacted, graded, and poured with minor concrete with slope not to exceed the maximum allowed (preferred 1.5% max). Prior to any repair or restoration, Contractor must notify the Engineer and seek his approval and direction.

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

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

Cost of removal and replacement of any concrete related work at landscape areas, as designated by the Engineer, are included in the various contract items of work.

The contract price paid per **Cubic Yard (CY)** for **Minor Concrete (Ramp, Sidewalk, Curb & Gutter, Retaining Curb)** shall include full compensation for furnishing all labor, materials, epoxy, crack sealant/caulk, tools, equipment, and incidentals, including excavation, backfill, as shown on the plans and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer

The contract price paid per **Cubic Yard (CY)** for **Minor Concrete (Cross Gutter and Spandrel)** shall include full compensation for furnishing all labor, materials, epoxy, crack sealant/caulk, tools, equipment, and incidentals, including excavation, backfill, as shown on the plans and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer

The contract price paid per **Cubic Yard (CY)** for **Minor Concrete Driveway and sidewalk at 4027 Grand Avenue** shall include full compensation for furnishing all labor, materials, epoxy, crack sealant/caulk, tools, equipment, and incidentals, including excavation, backfill, as shown on the plans and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer

10-1.21 ADA RAMP DETECTABLE WARNING SURFACE

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

Detectable Warning Surfaces (DWS) 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 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Some or all ADA Ramps depending on the configuration may require one or more surface material of 5' x 3' block of material or 5' x 2' 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 or shall consist of a prefabricated surface approved by the Engineer. **Glue Down Detectable Warning Surfaces are not allowed.**

The contract price paid per **Square Feet (SF)** for install **ADA Ramp Detectable Warning Surface** per Caltrans A88A 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.

10-1.22 ADA RAMP DETECTABLE WARNING PAVERS (APPLICABLE TO THE RAMPS IN CITY OF MONTCLAIR)

This work consists of work related to the installation of Detectable Warning Pavers (DWP). Detectable Warning Pavers (DWP) are required at locations as shown on the plans. Details for Detectable Warning Pavers shall conform with City of Montclair Standard of using Wausau DWP (or approved equal), per Standard ADA-2 12" Pavers, and per Standard A-80 color.

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

Some or all ADA Ramps depending on the configuration may require one or more 12"x12" pavers. Irregular shape of one or more Detectable Warning Pavers 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 Pavers 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 Pavers shall be constructed by either Sand Set Installation method by Wausau Tile's Reusable Block-Out Frame instruction or specified by the Engineer.

The contract unit price paid per **Square Feet (SF)** for **Detectable Warning Pavers per City of Montclair Std.** 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.

10-1.23 ASPHALT CONCRETE (RAP Optional)

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

The 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 (Type A)** shall conform to **Type A, 3/4-inch, Aggregate Gradation**, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The **asphalt binder grade** shall be **PG 64-10 PM**.
3. 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.
4. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/ormt/fplab.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.

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

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

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

At the Engineer's sole discretion, the Engineer may choose to verify the full Job Mix Formula (JMF), or any portion thereof, or accept the Contractors submitted test results in lieu of verification testing in accordance with the following sections. In any case, this verification will serve the purposes of this project alone, and shall not be used for any other project.

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

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

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

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

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

39-2.01A(4)(d) Reserved

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

39-2.01A(4)(e) Reserved

Replace Section 39-2.01D “Payment” with:

39-2.01D Payment

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

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

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

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

A prime/tack coat is required:

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

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

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.

Replace Section 39-2.02D "Payment" with:

Quantities of asphalt concrete with/without RAP, will be paid for at the contract unit price per ton for **Asphalt Concrete (Type A, 3/4-inch Aggregate Gradation, PG 64-10PM)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.24 FINISHING ROADWAY

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

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

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

10-1.25 GROUTED ROCK TREATMENT

Grouted Rock Treatment shall be constructed in accordance with Special Drawing No. I attached elsewhere in these special provisions.

Rock shall be cobblestones with maximum 8" to minimum 6" with one side flat and shall be hand-placement method.

No joints greater than 1 inch between rocks will be acceptable. 4 inch filler rocks will be accepted to maintain the 1 inch joint.

Concrete shall be Minor Concrete with 3/8 inch maximum size of aggregates conforming to the provisions in Section 90, "Portland Cement Concrete" elsewhere in these special provisions.

The contract unit price paid per square yard for **Grouted Rock Treatment** shall be considered to include furnishing all labor, materials (including pea gravel concrete bed and rock), equipment, tools and incidentals, and for doing all work involved in constructing the rock treatment median, complete in place, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

10-1.26 RESET ROADSIDE SIGNS

This work, Reset Roadside Signs, shall consist of the relocation of existing roadside signs to maintain communication to public traffic that has existed prior to new construction, and replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, "Existing Facilities," Section 82-3, "Roadside Signs," and Section 82-9, "Existing Roadside Signs and Markers," of the Standard Specifications and these Special Provisions.

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

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

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

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

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

10-1.27 THERMOPLASTIC TRAFFIC STRIPES & PAVEMENT MARKINGS

Materials and application for thermoplastic traffic stripes (traffic lines) and pavement markings within Caltrans highway right-of-way shall conform to the provisions of thermoplastic in Section 84-2, "Traffic Stripes and Pavement Markings," and Section 84-2.03C(2), "Thermoplastic

Traffic Stripes and Pavement Markings,” of the Standard Specifications and these Special Provisions.

Glass beads used in striping shall be Modified AASHTO or equivalent.

Glass beads used in pavement markings shall be Visibead or equivalent.

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

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

The contract prices paid per square foot for **12” Thermoplastic Traffic Stripe** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes 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.

The contract prices paid per square foot for **Thermoplastic Pavement Marking** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic 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.

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

10-1.28 PAVEMENT MARKERS

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

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

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

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

10-1.29 SURVEY MONUMENTS

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

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

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

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

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

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

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

10-1.30 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

Title II of the Americans with Disabilities Act (ADA) of 1990 requires that public entities including state and local governments, ensure that 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.

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

The Contractor shall use the ADA Curb Ramp Guidelines and Inspection Sheet found elsewhere in these Special Provisions. Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements. Full compensation for conforming to the requirements of this section including labor, materials, tools, equipment, and incidentals, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed, therefore.

10-1.31 PERMITS AND AGREEMENTS

Prior to construction, the Contractor shall obtain permits as required for all work located within the City of Montclair.

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

Full compensation for permit fees and complying with the requirements of City of Montclair, not otherwise provided for, shall be considered as included in the prices paid for the **various contract items** of work and no additional compensation will be allowed therefor

10-1.32 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
Mission Elementary 5555 Howard St Ontario, CA 91762	School Buses, Student Drop-Off & Pick-Up	School Hours 7:00 am-3:30 pm M-Fri	Rhonda O’neil, Principal	Phone: 909-627-3010 E-mail: rhonda.oneil@omsd.net Website: https://www.omsd.net/Mission
Dixon Elementary School 3930 Pamela Dr Chino, CA 91710	School Buses, Student Drop-Off & Pick-Up	School Hours 7:50 am-2:30 pm M-Fri	Gerson Renderos, Principal	Phone: 909-591-2653 E-mail: Gerson_Renderos@chinok12.ca.us Website: https://www.chino.k12.ca.us/Dickson

Lyle S. Briggs Fundamental School 11880 Roswell Ave Chino, CA 91710	School Buses, Student Drop-Off & Pick-Up	School Hours 8:00 am- 2:40 pm M-Fri	Debra Boeve, Principal	Phone: 909-628-6497 E-mail: debra_letcherboeve@chino.k12.ca.us Website: https://www.chino.k12.ca.us/briggs
Howard Elementary 4650 Howard St Montclair, CA 91763	School Buses, Student Drop-Off & Pick-Up	School Hours 7:00 am- 3:00 pm M-Fri	Kelly Guillen, Principal	Phone: 909-591-2339 E-mail: Kelly.guillen@omsd.net Website: https://www.omsd.net/Howard
Ramona Elementary 4225 Howard St Montclair, CA 91763	School Buses, Student Drop-Off & Pick-Up	School Hours 8:00 am- 3:00 pm M-Fri	Lindsay Gallagher, Principal	Phone: 909-627-3411 E-mail: Lindsay.gallagher@omsd.net Website: https://www.omsd.net/Ramona

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

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

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

*Permits and Agreements
(Brown Pages)*

inserted here

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

NOE

Encroachment Permit for City of Montclair (Sample)

NOT FOR BID



Interoffice Memo

DATE October 18, 2022

AP

PHONE 387-8109

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

MAIL CODE 0835

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

File: Yard 1 / CHINO/MONTCLAIR AREA ADA RAMPS

SUBJECT **CEQA REVIEW: CHINO/MONTCLAIR AREA ADA RAMPS; W.O. #H15061**

Project Description and Location

The San Bernardino County Public Works Department proposes to update existing or construct new ADA ramps on various streets and approximately 25 locations in the Chino Montclair area of San Bernardino County. The work entails demolishing existing ADA ramps and installing new ADA ramps, and adjacent curbs, gutter, and sidewalk as appropriate. See Attachment 2- Location Map.

The project area is in an urban, residential, and commercial location and the boundaries of the project are Pamela Drive to the south, Grand Ave. to the west; State Street to the north; and Telephone Ave. to the east. Project activities will be confined to previously asphalted roads or concrete sidewalks. Equipment planned for use on this project will include but is not limited to: Concrete Mixer, Jack Hammer and Loader Truck (for removed concrete/debris).

No traffic detours or nighttime construction are planned at this time. No relocation of utilities is anticipated. Construction duration is anticipated for approximately six (6)-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 project construction will occur during that time.

Biological Resources Evaluation

San Bernardino County Environmental Management Division (EMD) Ecological Resources Specialists (ERS) conducted a site review and a review of California Natural Diversity Database (CNDDDB) of the Ontario Quadrangle. The review revealed that the Ontario quadrangle contains several federally and state listed endangered or threatened species, none of these species are recorded within the project site. It has been determined that the project site cannot support these species, as it is highly disturbed due to development.

Biological Resources Conditions

Because of the limited nature of the road work, we have determined that project related activities will not directly impact any sensitive habitat and/or species. However, to ensure no impacts to species the following actions should be taken :

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.

Cultural Resources Evaluation

San Bernardino County Environmental Management Division Cultural Resources Specialist (CRS) provided a review of historical records of the proposed project area to assess potential impacts to historical and cultural features, if any, within the project footprint. It was determined that no historical or cultural features will be negatively impacted by the proposed project.

Cultural Resources Conditions

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

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

Environmental Determination

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

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no

expansion of existing or former use.” The Class 1 (c) exemption is specific to “existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.” The project also qualifies for a Class 2 Categorical Exemption, “Replacement or reconstruction” under Section 15302(c) which is applicable to “Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.”

General Conditions

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

It is our opinion that the proposed project meets the criteria for an exemption under Sections 15301(c) and 15302(c) 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 Interoffice memo. Should you need further information or have any questions, please contact AJ Gerber, Planner at x78109, who coordinated this review.

AP:AJ:kc

Attachments:

1. Notice of Exemption
2. Regional/Vicinity and Project 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: Chino/Montclair Area Ada Ramps; (W.O. #H15061)

Project Location: Project area boundaries are Pamela Drive to the south, Grand Ave. to the west; State Street to the north; and Telephone Ave. to the east. in the Chino/Montclair area of San Bernardino County. See Attachment 2- Location Map

Project Description: The work entails demolishing existing ADA ramps and installing new ADA ramps, and adjacent curbs, gutter, and sidewalk as appropriate at approximately 25 locations in the Chino/Montclair area. Equipment planned for use on this project will include but is not limited to: Concrete Mixer, Jack Hammer and Loader Truck (for removed concrete/debris). No traffic detours or nighttime construction are planned at this time. No relocation of utilities is anticipated. Construction duration is anticipated for approximately fifty (50)-working days. 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 project construction will occur during that time.

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., Division Chief

Lead Agency Contact Person

(909) 387-8109

Same as Applicant

Phone

Exempt Status: *(check one)*

Ministerial [Sec. 21080(B)(1); 15268];

Declared Emergency [Sec. 21080(B)(3); 15269(a)];


Emergency Project [Sec. 21080(B)(4); 15269(b)];

Categorical Exemption. State type and section: Class 1 Categorical Exemption Section 15301(c) Existing Facilities and Class 2, 15302(c) Replacement or Reconstruction

Statutory Exemptions. State code number: _____

Other Exemption: _____

Reasons why project is exempt: Section 15301(c) PRC: The proposed project consists of routine maintenance of existing public streets. Also, Section 15302(c) PRC: Replacement or reconstruction of existing structures and facilities.


Signature Anthony Pham, P.E.

Chief, Environmental Mgmt. Div.

Title

10/20/2022

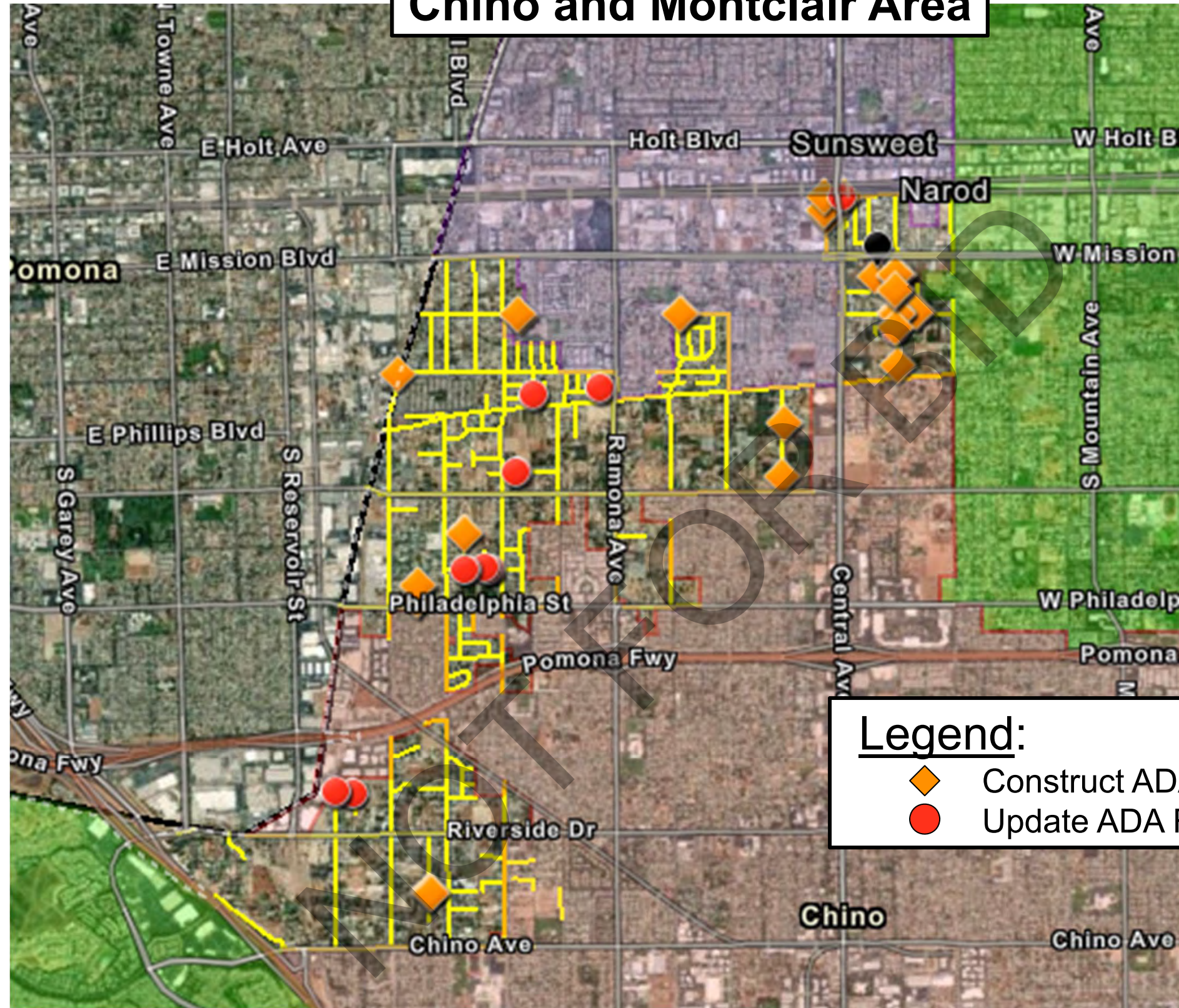
Date

Signed by Lead Agency

Signed by Applicant

Date received for filing at OPR: N/A

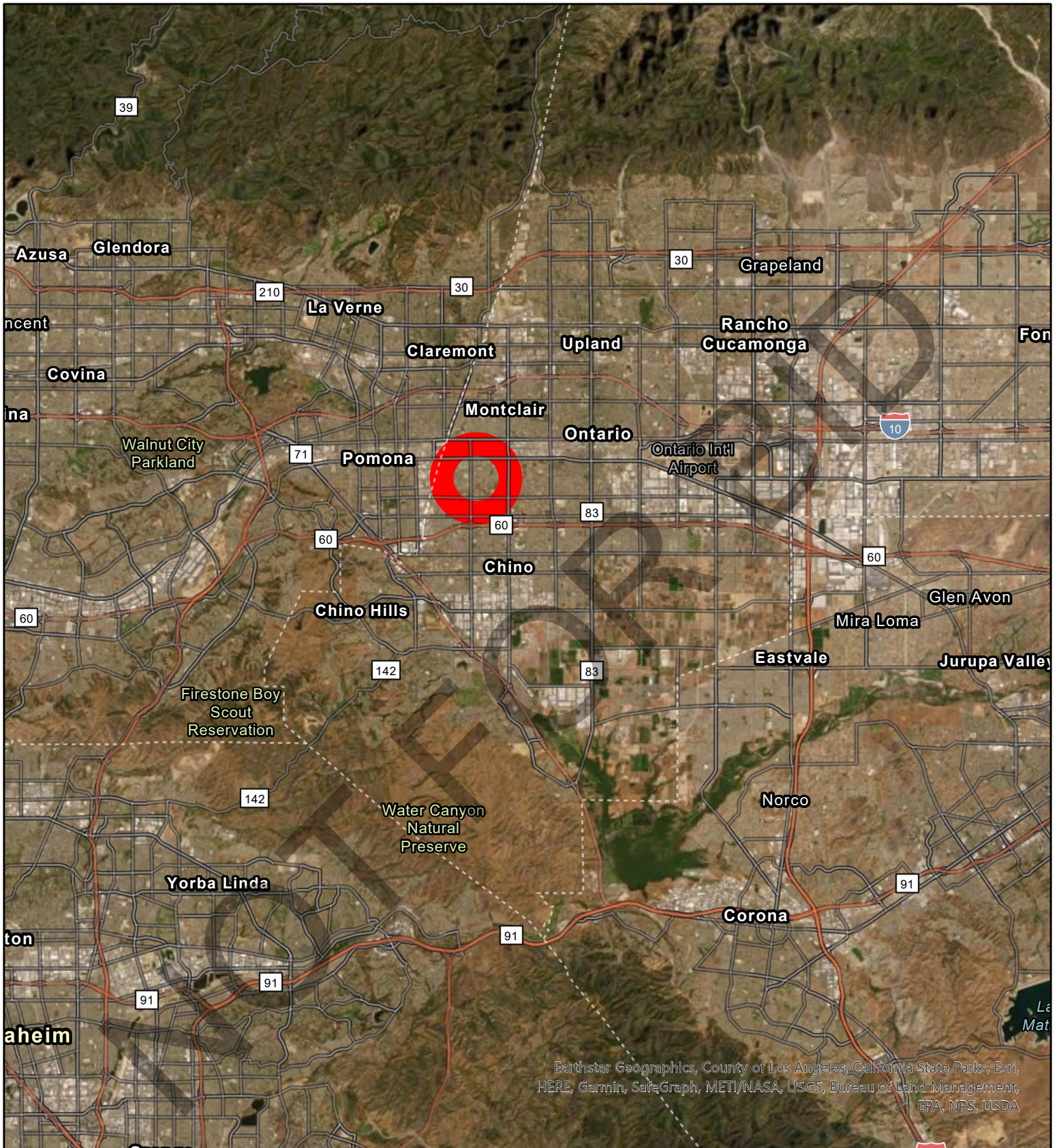
Chino and Montclair Area



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
DISTRICT 4
YARD 3
WO TBD



LOCATION MAP
Chino/Montclair Area ADA Ramps
Various Roads/Location
Update or Construct ADA Ramps



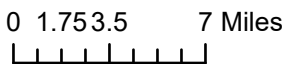
Earthstar Geographics, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

N



REGIONAL/VICINITY MAP Chino Montclair Area ADA Ramps

 Project Area





CONSTRUCTION PERMIT APPLICATION

CITY OF MONTCLAIR ENGINEERING DIVISION

City of Montclair 5111 Benito Street, P.O. Box 2308, Montclair, CA 91763
Engineering Division Office (909) 625-9440 Fax (909) 621-1584 www.ci.montclair.ca.us

Location of Work

Job Address: _____
Address (and/or Tract Number or Cross Streets)

Right-of-way work in the street and/or Right-of-way work in the parkway including sidewalk

Type of Work Within The Right-of-Way Proposed*

*check all that apply

- | | | | | |
|--|---|--|--|------------------------------------|
| <input type="checkbox"/> Street Improvements | <input type="checkbox"/> Drive Approach | <input type="checkbox"/> Grading | <input type="checkbox"/> Cable TV | <input type="checkbox"/> Paving |
| <input type="checkbox"/> Sewer Connection | <input type="checkbox"/> Curb & Gutter | <input type="checkbox"/> Edison | <input type="checkbox"/> Water | <input type="checkbox"/> Striping |
| <input type="checkbox"/> Sewer Improvements | <input type="checkbox"/> Curb Only | <input type="checkbox"/> Verizon | <input type="checkbox"/> Other Utilities | <input type="checkbox"/> Trenching |
| <input type="checkbox"/> Drainage Improvements | <input type="checkbox"/> Sidewalk | <input type="checkbox"/> Other (if other, please describe) | | |

Description of Work

Job Cost

Job Cost: _____ (include a construction cost estimate / breakdown for large jobs)

Applicant

Contractor Developer Property Owner / Utility Company

Property Owner/Utility Company Information

Name/Comp.: _____

Address: _____
Address City State Zip

Contact Info: _____
Home/Business Phone Number Cell Phone Number Email Address

Contractor Information

Company: _____

Address: _____
Address City State Zip

Contact Info: _____
Business Phone Number Cell Phone Number Email Address

State Contractors License Number: _____

City Business License Number: _____

Other Application Requirements

- Include with your Application a copy of your Insurance Certificate (Required).
- Include with your Application a sketch of the work to be done or City-approved improvement plans.
- Include with your Application a site and job specific Traffic Control Plan (if applicable).
- Include with your Application a completed Street/Lane Closure Application and Permit (if applicable).
- Include with your Application a copy of your CalOSHA Excavation Permit (if applicable).
- Include with your Application a copy of an approved erosion and sediment control plan (if applicable).
- If a Water Quality Management Plan has been approved for this project, attach a copy of the cover sheet.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



CONSTRUCTION PERMIT APPLICATION

CITY OF MONTCLAIR ENGINEERING DIVISION

Page 2 of 2

General Requirements	<ul style="list-style-type: none">• A State of California "Class A Contractors License" is required for all work in the City right-of-way (street curb to street curb);• A minimum of two million dollars per occurrence is the minimum acceptable amount of liability insurance coverage for any work in the City right-of-way (street curb to street curb);• All work shall be done in accordance with City of Montclair Specifications and Standards (which may be obtained from the City website at www.ci.montclair.ca.us or from the Engineering Division);• Underground Service Alert of Southern California shall be notified no less than 48-hours in advance of any digging, toll free at 1-800-227-2600;• A CAL OSHA Excavation Permit is required for any work that requires an excavation;• A City of Montclair Business License is required for all Contractors and Subcontractors;• Submit a list of Subcontractors to this application (if applicable);• Adhere to any conditions listed within the Construction Permit.
Insurance Requirements	<ul style="list-style-type: none">• A CERTIFICATE OF INSURANCE is required with this Construction Permit application.• The general liability insurance shall name the City of Montclair as an additional insured, and there must be a "30 day written cancellation clause". The name of the certificate of insurance holder must be identical to the name of the permit applicant. This general liability insurance policy must include:<ul style="list-style-type: none">• Public Liability-Bodily Injury (non-auto) \$1,000,000 each person; \$2,000,000 each accident;• Public Liability-Property Damage (non-auto) \$500,000 each accident; \$1,000,000 aggregate;• Contractor's Protective-Bodily Injury \$1,000,000 each person; \$2,000,000 each accident;• Contractor's Protective-Property Damage \$500,000 each accident; \$1,000,000 aggregate;• Automobile-Bodily Injury \$1,000,000 each person; \$2,000,000 each accident;• Automobile-Property Damage \$500,000 each accident.• A copy of Certificate of Workers' Compensation insurance as required by the State of California.
Traffic Control Requirements	<ul style="list-style-type: none">• A TRAFFIC CONTROL PLAN with a completed STREET LANE / CLOSURE APPLICATION & PERMIT is required with this Construction Permit application (if applicable). Any and all work that is done in the City right-of-way (street curb to street curb) requires a Traffic Control Plan approved by the City.• All work in the City right-of-way requiring a Traffic Control Plan must be done in accordance with the most recent edition of the Work Area Traffic Control Handbook (WATCH) published by BNI, P.O. Box 3031, Terminal Annex, Los Angeles, CA 90051.
NPDES Requirements	<ul style="list-style-type: none">• Work within City right-of-way shall be conducted in compliance with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) and Section 9.24 of the Montclair Municipal Code (related to the City Storm Drain System). For more information contact the City's NPDES Coordinator at (909) 625-9470.
Permit Application Instructions	<ul style="list-style-type: none">• Completed Construction Permit applications and the associated documentation may be dropped off in person or mailed to the Engineering Division at the City of Montclair at 5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 or alternatively, may be faxed to (909) 621-1584 to the attention of the ENGINEERING DIVISION PERMIT PROCESSING. Engineering Division counter hours are 7 a.m. to 6 p.m. Monday through Thursday.
Permit Processing Time	<ul style="list-style-type: none">• Allow a minimum of ten (10) full working days for permit processing. The applicant will be contacted (at the contact number provided) when the Construction Permit has been issued and is ready to be picked up at the Engineering Division counter.
Applicable Fees	<ul style="list-style-type: none">• Refer to the Engineering Division's Fee Schedule for the Construction Permit fee and the associated Inspection fee (which may be obtained from the City website at www.ci.montclair.ca.us or from the Engineering Division).

I, the applicant, have read and do understand all of the above conditions:

Name of Applicant (Print)

Signature of Applicant

Date

*Standard and Special Drawings
(Green Pages)*

inserted here

LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

- **Notice to Resident English**
 - **Notice to Resident Spanish**

 - **The following county standards and special drawings are attached to the special provisions:**
 - 109
 - 115
 - 116
 - 119
 - 303A
 - 303B

 - **To be supplemented by the following 2018 Caltrans standard plans:**
 - A24E, A24F, A88A, A88B
 - T9, T13, T30, T31, T32, T33, T34

 - **To be supplemented by the following 2014 CA MUTCD standard and guidance:**
 - Figure 2A-2(CA)
 - Figures 6H-28 & 6H-29, Sections 6D.01 & 6D.02

 - **To be supplemented by the following 2021 standard plans for the public works construction (SPPWC):**
 - 112-2

 - **To be supplemented by the following city of Montclair standard plan:**
 - City of Montclair Standard for Detectable Warning Pavers
- 4085 E. Grand Ave Exhibit Spec Dwg (1)**

NOTICE TO THE RESIDENTS



NOTICE TO THE RESIDENTS OF Chino/Montclair Area ADA Ramps

The San Bernardino County Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) area. The construction shall include (detailed description of work).

This work will be performed between the dates of (start date) and (end date).

Normal working hours will be between the hours of _____ A.M. and _____ P.M. Monday through Friday.

There will be "No Parking Signs" posted on your street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

1. Do not park your vehicles on the roadway.
2. Do not allow water to run on the roadway.
3. Do not allow children to play in the roadway.
4. Do not place trash cans or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you.
(Company name)
(Company contact name)
(Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920



NOTIFICACIÓN A LOS RESIDENTES DE Chino/Montclair Area ADA Ramps

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con (Company name) para (type of work) la calle llamada (name of road) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha de (start date) y (end date). Las horas elegidas para hacer este trabajo serán entre las _____ de la mañana y _____ de la tarde de lunes a viernes.

Habrá letreros indicando que “No Habrá Estacionamiento” en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada y por esta razón pedimos lo siguiente:

1. No estacionen sus vehículos en la calle.
2. No permita que corre el agua hacia la calle.
3. No permita que los niños jueguen en la calle.
4. No ponga los botes de basura o cualquier otra basura en la calle.

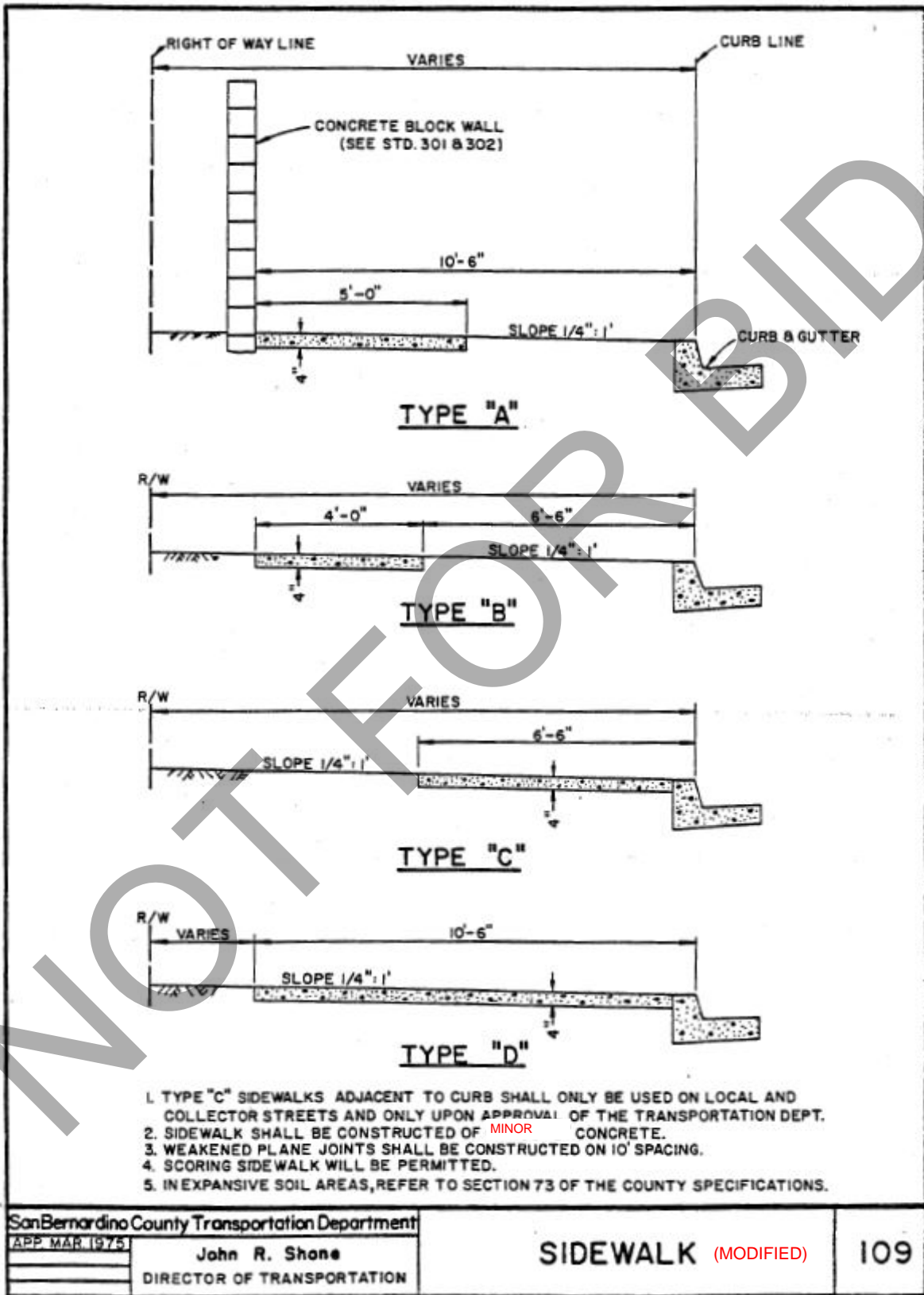
Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

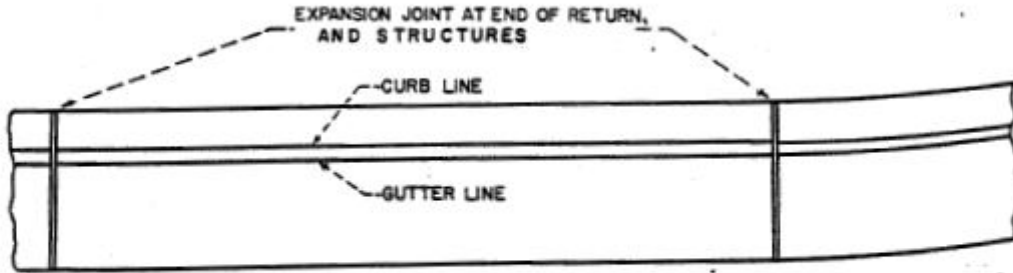
Muchas Gracias.

(Company name)
(Company contact name)
(Company phone number)

Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.

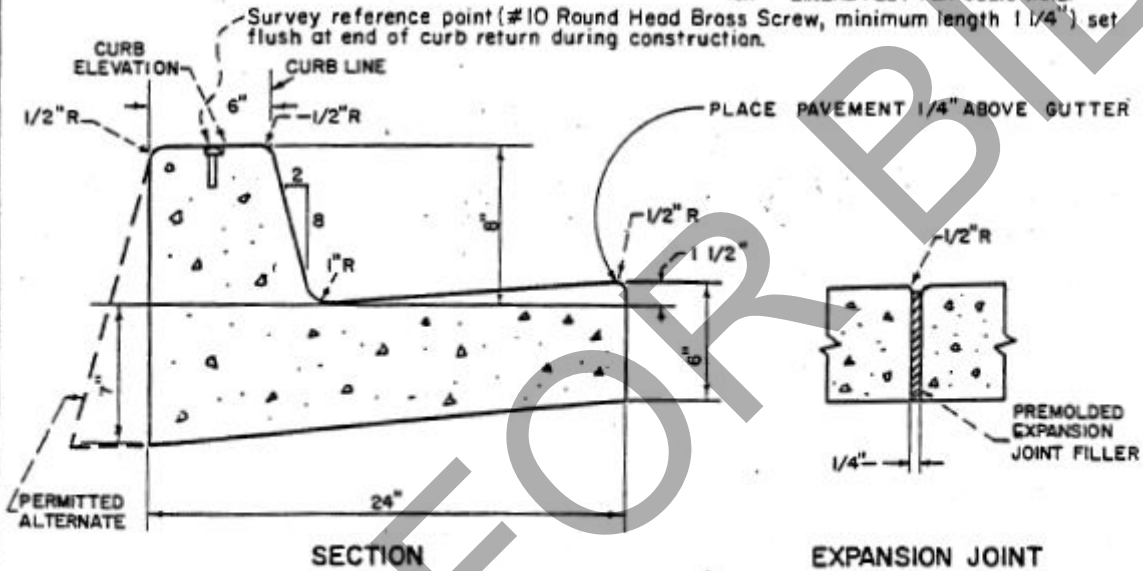
San Bernardino County Standards and Special Drawings





PLAN

0.0535 CUBIC YARDS PER LINEAL FOOT.
18.7 LINEAL FEET PER CUBIC YARD.



NOTES:

1. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF MINOR CONCRETE
2. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS
4. OILING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.

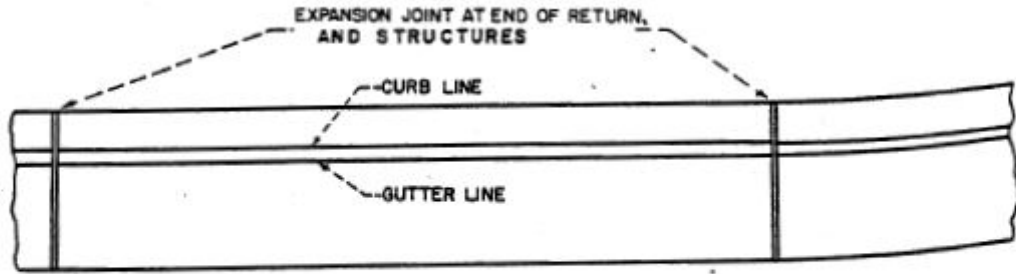
SAN BERNARDINO COUNTY ROAD DEPARTMENT

REV. V.E.H. 3-74
REV. V.E.H. 7-76
REV. V.E.H. 2-79

John R. Shone
COUNTY HIGHWAY ENGINEER

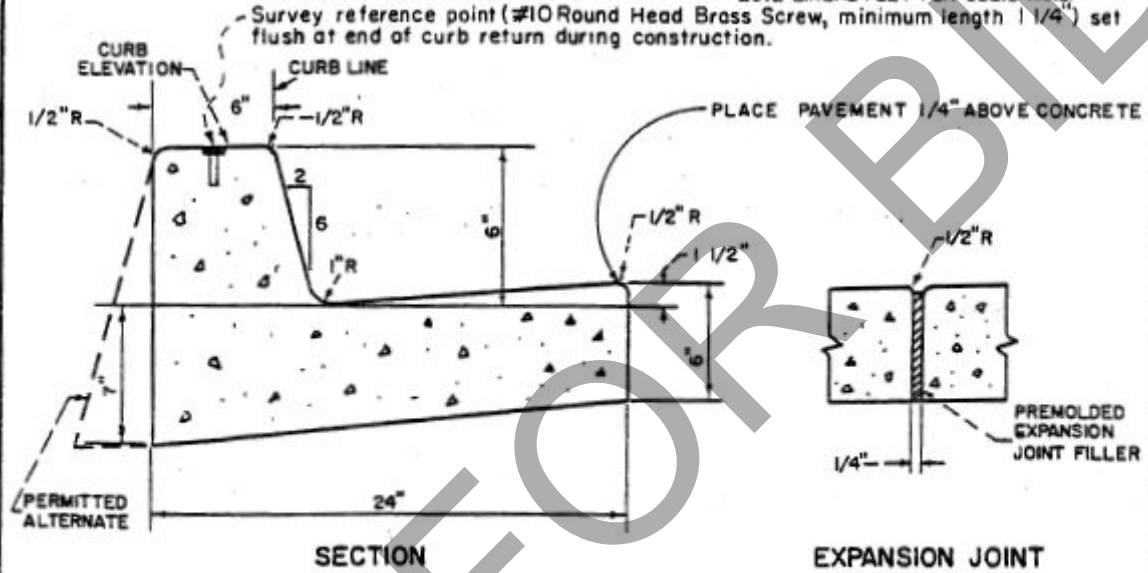
8"
CURB AND GUTTER
(MODIFIED)

115



PLAN

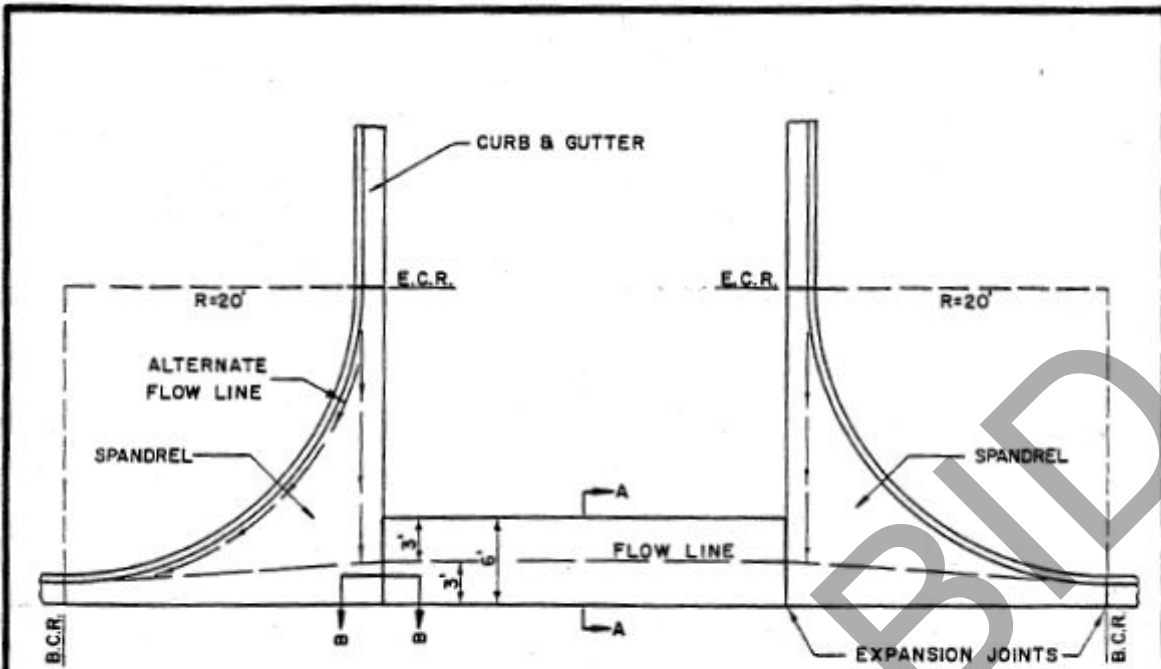
0.0495 CUBIC YARDS PER LINEAL FOOT.
20.2 LINEAL FEET PER CUBIC YARD.



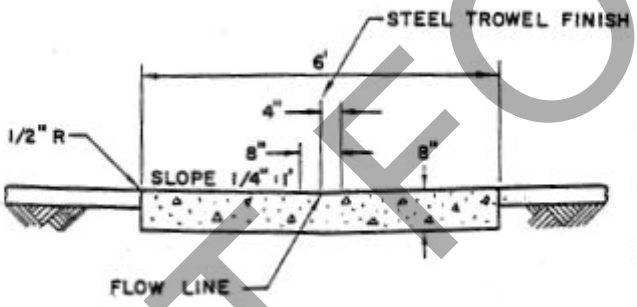
NOTES:

1. 6" CURB SHALL ONLY BE USED ON LOCAL STREETS WHERE DRAINAGE PERMITS.
2. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF MINOR CONCRETE
3. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
4. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS
5. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.

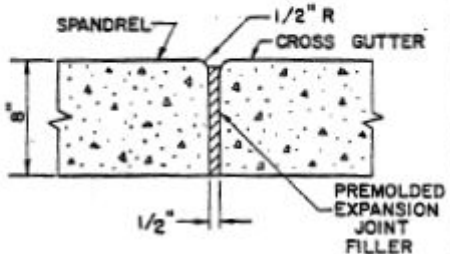
SAN BERNARDINO COUNTY TRANS. DEPARTMENT		CURB AND GUTTER 6" (MODIFIED)	116
APPR 3-75 REV. VEH 2-79	John R. Shone DIRECTOR OF TRANSPORTATION		



PLAN



SECTION A-A



SECTION B-B

NOTES:

1. CROSS GUTTER SHALL BE CONSTRUCTED OF MINOR CONCRETE
2. THE STRAIGHT GRADE BETWEEN B.C.R.'S MAY BE ALTERED ON AN EXCESSIVE GRADE.
3. A 0.3' MINIMUM FALL IS REQUIRED BETWEEN E.C.R. AND CROSS GUTTER FLOWLINE.
4. SPANDREL SHALL BE 8" THICKNESS CLASS "B" CONCRETE.
5. VARIABLE CURB FACE ALLOWED FOR DRAINAGE PURPOSES.

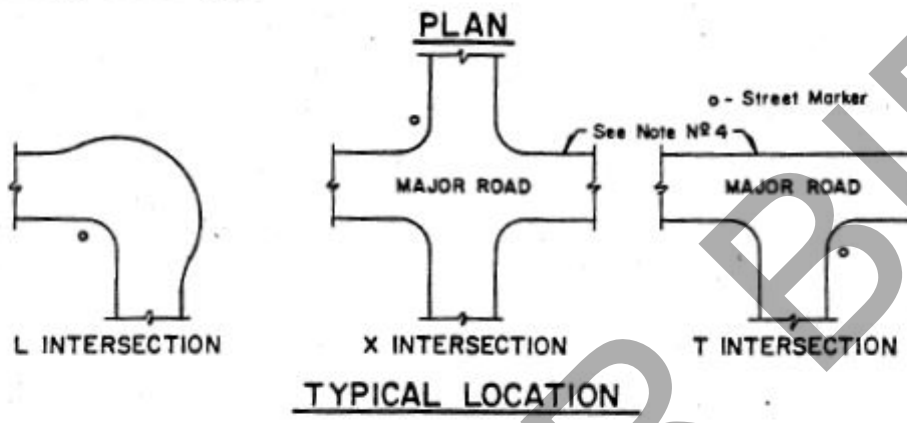
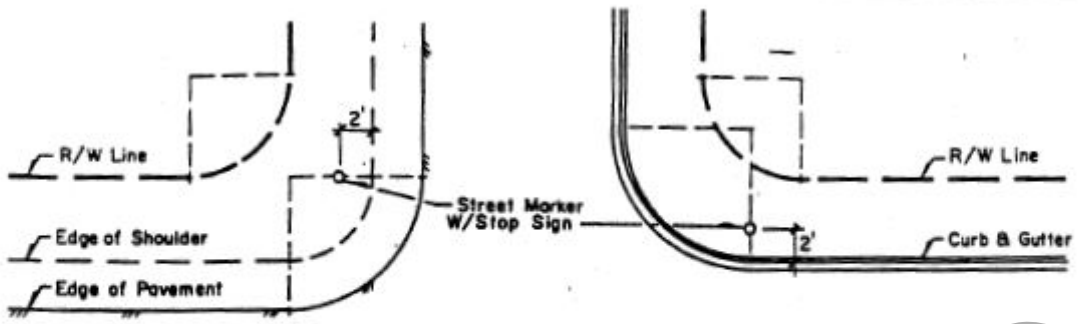
SAN BERNARDINO COUNTY ROAD DEPARTMENT

DATE: 10/10/68

M. A. Nicholas
COUNTY ENGINEER

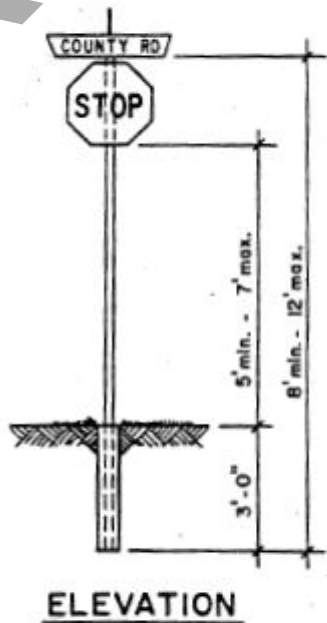
CROSS GUTTER
(MODIFIED)

119

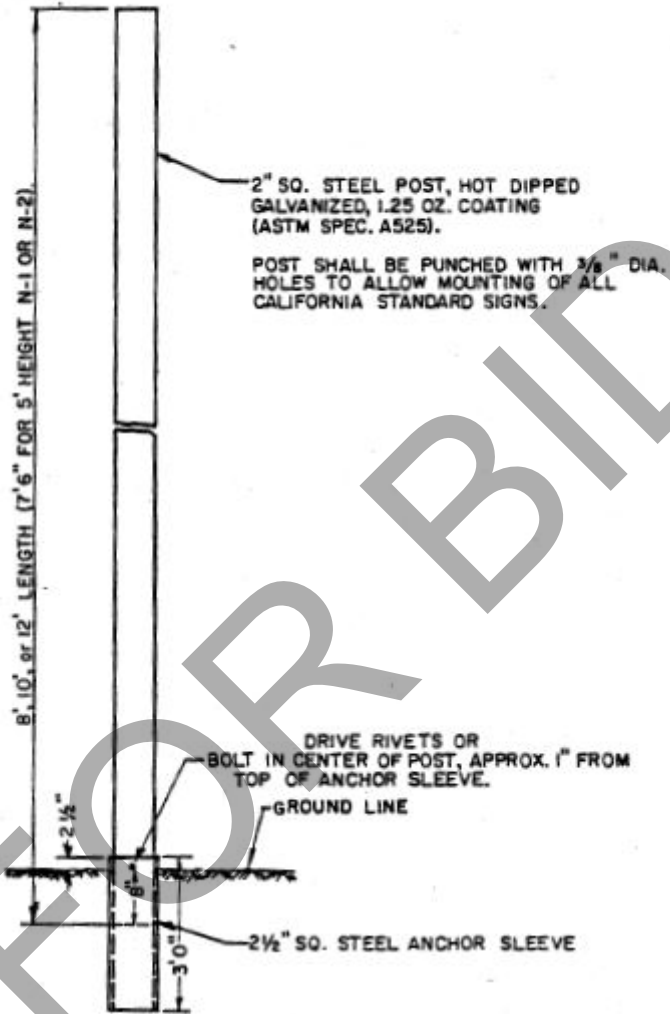


NOTES:

1. Marker To Be Set On County Right Of Way.
2. Location Of Marker Shown Is Approximate.
3. Markers To Be Visible For A Distance Of 150 Feet.
4. If Either Road Is Divided Into 4 Lanes Or More (Major Road), Additional Markers Will Be Required.
5. Street Markers Located At Major Roads Will Be Mounted On 12 Foot Posts To Accommodate A Stop Sign.



SAN BERNARDINO COUNTY TRANS. DEPT.		STREET MARKER	303a
OCT. 5, 1993 v.h.e. REV. 3/1/94	KEN A. MILLER Director of Transportation		



2" SQ. STEEL POST, HOT DIPPED GALVANIZED, 1.25 OZ. COATING (ASTM SPEC. A525).

POST SHALL BE PUNCHED WITH 3/8" DIA. HOLES TO ALLOW MOUNTING OF ALL CALIFORNIA STANDARD SIGNS.

DRIVE RIVETS OR BOLT IN CENTER OF POST, APPROX. 1" FROM TOP OF ANCHOR SLEEVE.

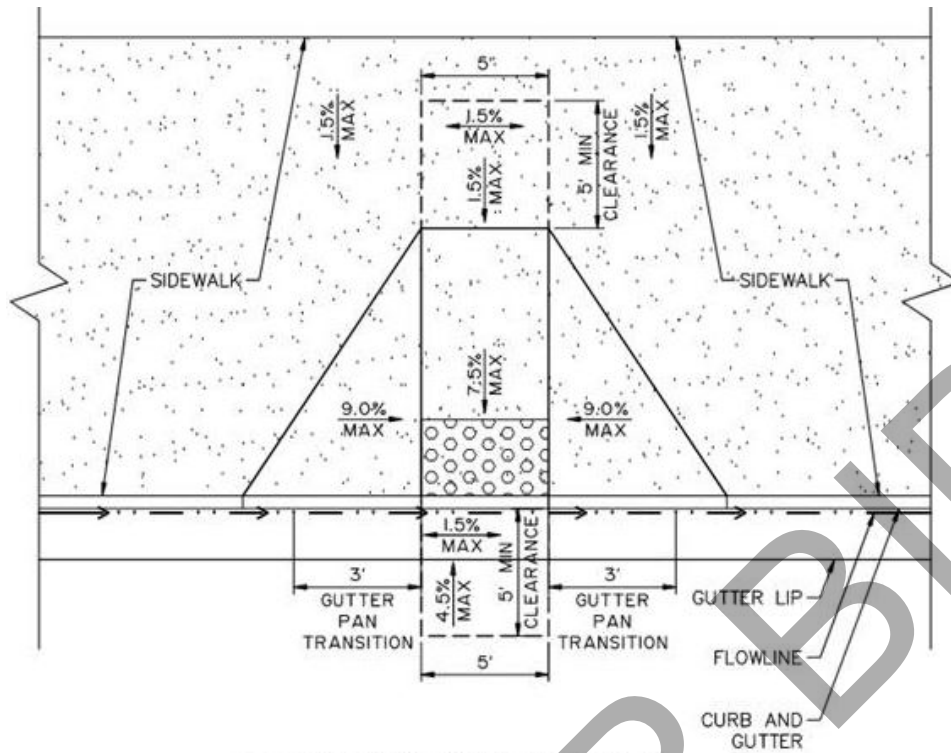
GROUND LINE

2 1/2" SQ. STEEL ANCHOR SLEEVE

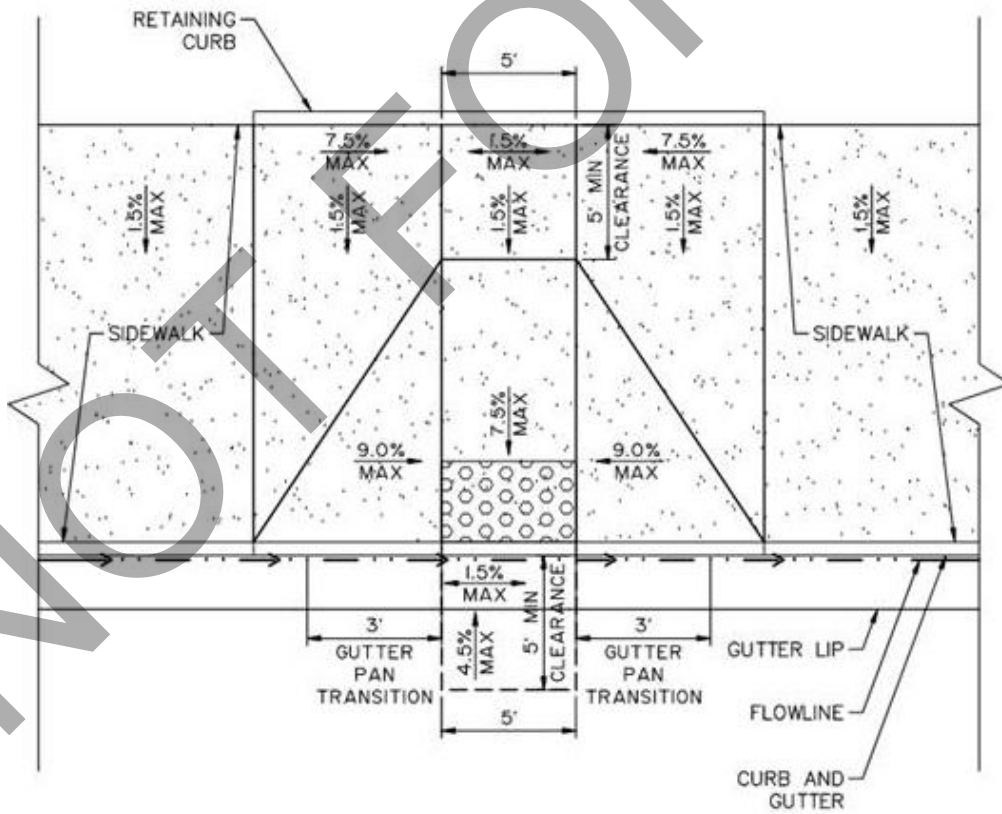
NOTES:

1. SEE STANDARD NO. 303e FOR MARKER LOCATIONS.
2. POST SHALL BE 2" SQ. STEEL AS SHOWN AND STATED.
3. ANCHOR SLEEVE SHALL BE 2 1/2" SQ. STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPEC. A-123).
4. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY STANDARD 303.

SAN BERNARDINO COUNTY ROAD DEPARTMENT		STREET MARKER POST INSTALLATION		303 b
H.G. 1-71 R.O.P. 10-01	M. A. Nicholas COUNTY ENGINEER			



E CURB RAMP (CASE A)
NOT TO SCALE



F CURB RAMP (CASE B)
NOT TO SCALE

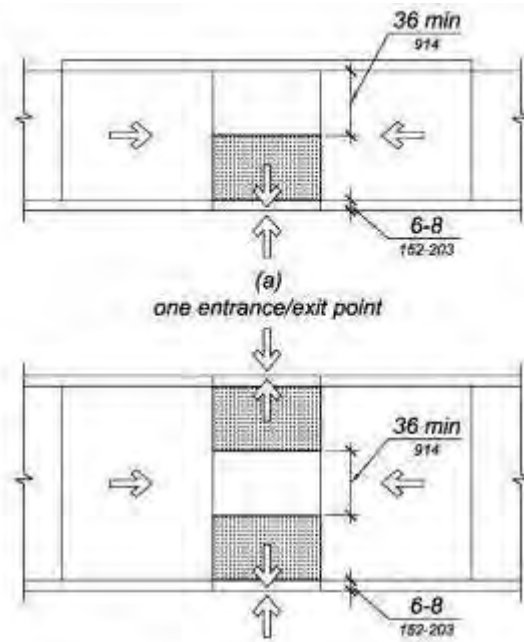


FIGURE 11B-705.1.2.2.2

PARALLEL CURB RAMPS

11B-705.1.2.2.2.1 One Entrance/Exit Point

Where the turning space has one entrance/exit point other than the sloped ramp segments, detectable warnings shall be 36 inches (914 mm) deep, as measured perpendicular to the curb, and the turning space shall provide a minimum 36 inches (914 mm) wide portion without detectable warnings to allow pedestrian travel in the direction of the sidewalk without travelling over the detectable warnings.

Exceptions:

1. Where it is technically infeasible to provide a minimum 72 inches (1828 mm) wide turning space, as measured perpendicular to the curb, the depth of detectable warnings may be reduced to 24 inches (610 mm) minimum.
2. Existing parallel curb ramps with detectable warnings in compliance with the code requirements in effect at the time of installation shall not be required to provide a minimum 36 inches (914 mm) wide portion of the turning space without detectable warnings.

2018 Caltrans Standard Plans

21

DATE	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

RECEIVED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 THE ORIGINAL SHALL BE KEPT ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS
 ONE COPY OF THIS PLAN SHEET

WORD MARKINGS			
ITEM	FT±	ITEM	FT±
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

NOTES:

1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters no less than 1"-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

A=2 ft±
See Notes 6 and 7

1'-0" WHITE LINE
LIMIT LINE (STOP LINE)
WHITE SERIES OF ISOSCELES TRIANGLES

1'-0"
2'-0"
1'-0"
YIELD LINE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES**

NO SCALE

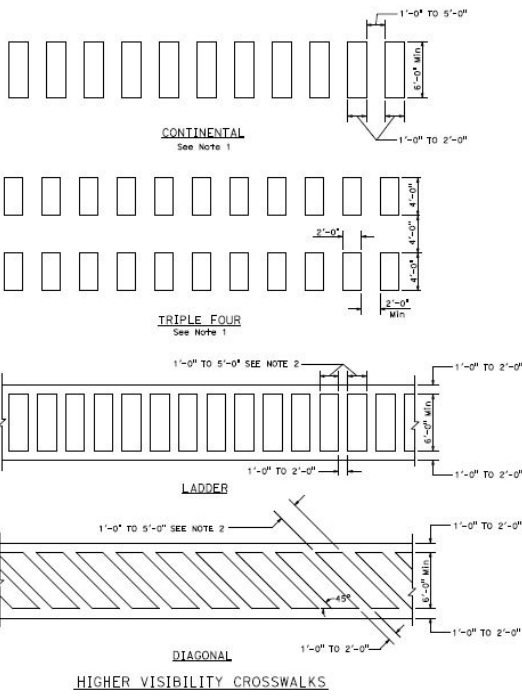
A24E

2018 STANDARD PLAN A24E

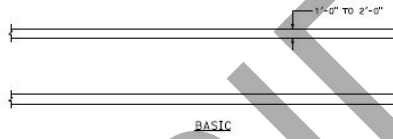
NOT FOR

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 THE ACCURACY OF THE INFORMATION ON THESE PLANS IS THE RESPONSIBILITY OF THE ENGINEER OR CONTRACTOR OF RECORD FOR THIS PLAN SHEET.



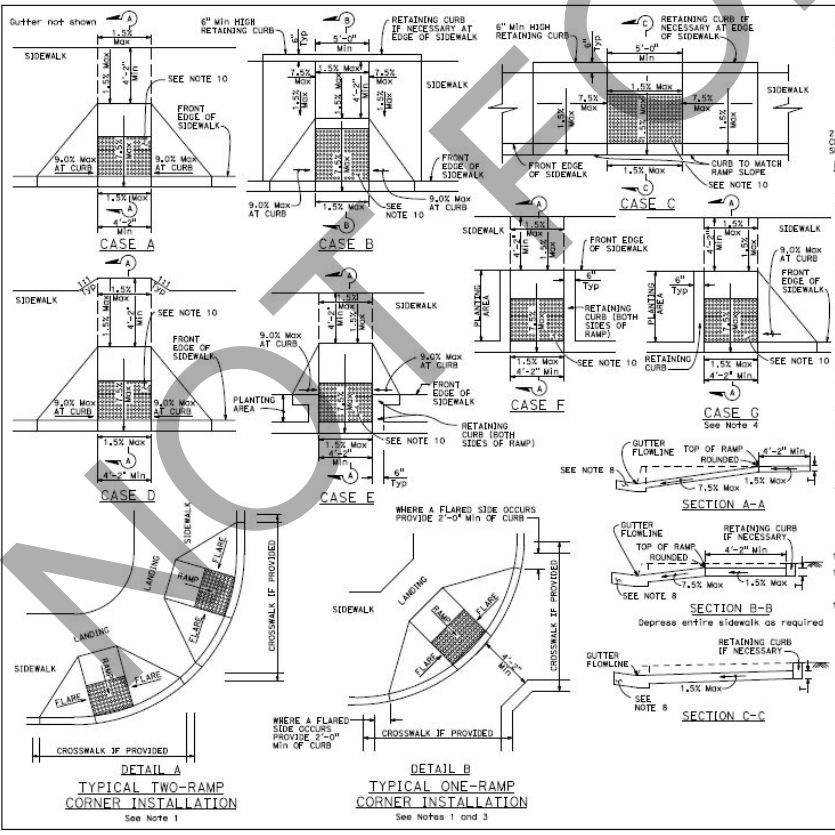
- NOTES:**
- Spaces between markings must be placed in wheel tracks of each lane.
 - Spacings not to exceed 2.5 times width of longitudinal line.
 - All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE
A24F

22

2018 STANDARD PLAN A24F



0.49" Min AND 0.41" Max
TOP DIA

0.2" Min AND 0.52" Max
BASE DIA

2.3" Min AND 2.4" Max
CENTER TO CENTER
SPACING

NOTES:

- As site conditions dictate, Case A through Case G curb ramps may be used for corner configurations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid slope locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
- If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
- When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
- As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
- The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
- Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
- The adjacent surfaces of transitions at curb ramps to walks, gutters, and streets shall be of the same level.
- Corner slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20 (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
- Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan 887A.
- The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specification.
- Sidewalk and ramp thickness, "T", shall be 3/4" minimum.
- Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

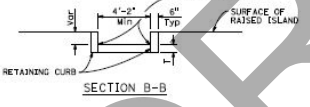
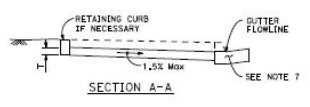
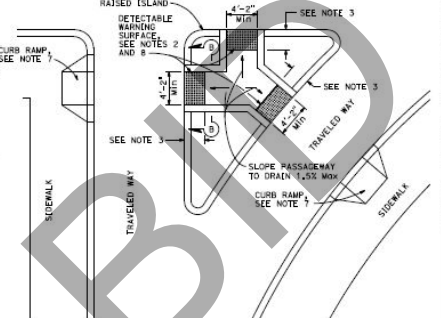
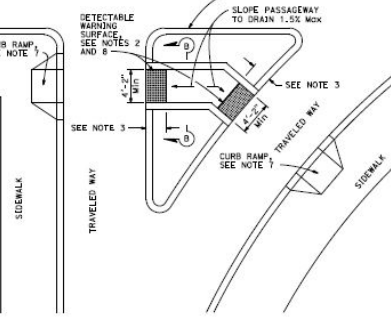
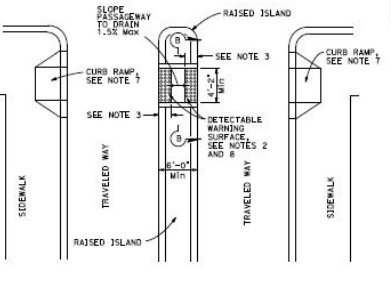
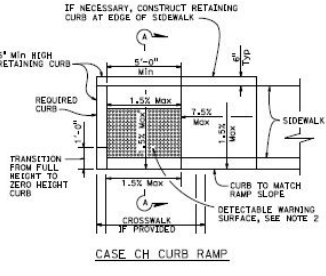
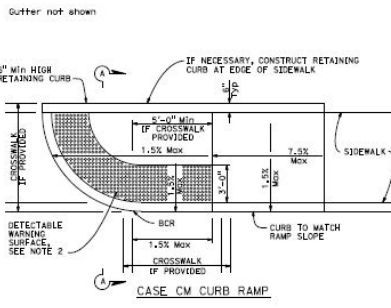
TYPICAL GUTTER PAN SLOPE TO ALL CASES

GUTTER PAN TRANSITION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE
A88A

150

2018 STANDARD PLAN A88A



- NOTES:**
- Sidewalk, ramp and passageway thickness, "T", shall be 3/2" minimum.
 - For details of detectable warning surfaces, see Standard Plan A88A.
 - Where an island passageway length is greater than or equal to 8'-0", but less than 8'-2", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Detectable warning surfaces shall extend a maximum gap of 1 inch is allowed on each side of the passageway.
 - The adjacent surfaces or transitions at curb ramps to walks, drives, and streets shall be at the same level.
 - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
 - For additional curb ramp details, see Standard Plan A88A.
 - The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

DATE COUNTY ROUTE POST MILES SHEET TOTAL
 TOTAL PROJECT TOTAL SHEETS

APPROVED
 REGISTERED CIVIL ENGINEER

May 31, 2018
 PLANS APPROVAL DATE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

NO SCALE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
CURB RAMP AND ISLAND PASSAGEWAY DETAILS
 NO SCALE
A88B

TABLE 1
 TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	TAPER		
					X	Y	Z **
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1083	540	270	180	45	90	22
50	1253	625	312	208	50	100	25
55	1323	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

TABLE 2
 LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING

SPEED **	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	868	927	1003

TABLE 3
 ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - For other offsets, use the following merging taper length formula for L
 For speed of 40 mph or less, L = W²/60
 For speed of 45 mph or more, L = W²/45

where L = Taper length in feet
 W = Width of offset in feet

** - Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

*** - Use an sustained downgrade steeper than -3 percent and longer than 1 mile.

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES
 NO SCALE
T9

NOTES:

1. Only signs related to pedestrians are shown. For all other signs see appropriate T-sheets.
2. Separate pedestrian walkway from traffic and work zone activities, when temporary walkway is adjacent to traffic.
3. The temporary pedestrian access route must not lead into conflict with vehicles or work.
4. Advance warning sign is not required if the work area is within the limits of a larger work zone. Sign shall be equipped with at least two flags for daytime closure. Each flag shall be orange or fluorescent red-orange in color.
5. All devices used to channelize pedestrian flow must connect such that gaps do not allow pedestrians to stray from the channelized path.
6. Barricades closing sidewalk shall cover the full width of the sidewalk.
7. Separate the temporary pedestrian access route from traffic using a temporary barrier and a crash cushion if necessary.
8. When it is not possible to maintain a minimum of 60 inches throughout the length of the pedestrian route, maintain a minimum width of 48 inches and provide a 60 X 60-inch passing space at least every 200 feet.
9. See Standard Plan 4884 for detectable warning surface for curb ramps to apply to temporary curb ramps.
10. See Standard Plan T34 for temporary curb ramp options.

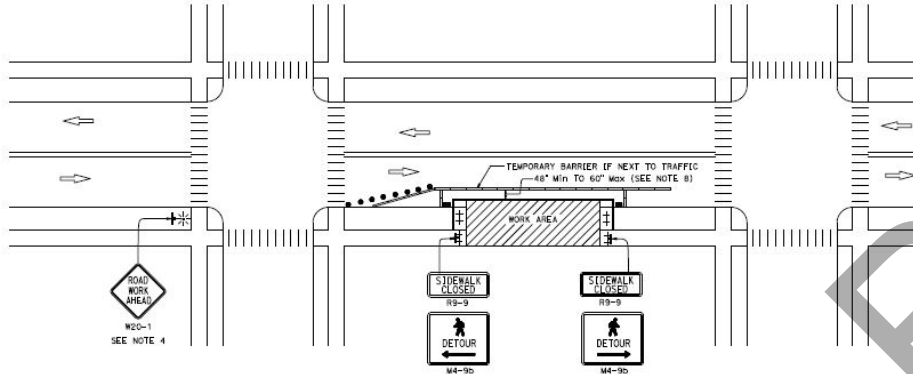
NOTES:

See Standard Plan T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1 unless X, Y, or Z cone spacing is shown on this sheet.

DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

John J. [Signature]
 REGISTERED CIVIL ENGINEER
 No. 44174
 State of California
 Exp. 6-31-18

May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DRAWINGS OR THIS PLAN SHEET.



LEGEND:

- ⊥ BARRICADE
- ▬ TEMPORARY CURB RAMP
- ▬ CHANNELIZING DEVICE
- TRAFFIC CONE
- ⊛ PORTABLE FLASHING BEACON
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN ON BARRICADE

SIGN PANEL SIZE (Min)		
SIGN DESIGNATION	SIGN OR PLAQUE	SIGN SIZE
M4-9b	PEDESTRIAN DETOUR	30" x 24"
R9-9	SIDEWALK CLOSED	24" x 12"
W20-1	ROAD WORK AHEAD	36" x 36"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TEMPORARY PEDESTRIAN ACCESS ROUTES
TYPICAL SIDEWALK DIVERSION WITHIN ROADBED**
NO SCALE

T31

2018 STANDARD PLAN T31

297

NOTES:

1. Only signs related to pedestrians are shown. For all other signs see appropriate T-sheets.
2. Barricades closing sidewalk shall cover the full width of the sidewalk. Use R9-11 sign when there are destination points between the detour and the work area. Locate the R9-11 sign to allow pedestrian access.
3. Advance warning sign is not required if the work area is within the limits of a larger work zone. Sign shall be equipped with at least two flags for daytime closure. Each flag shall be orange or fluorescent red-orange in color.

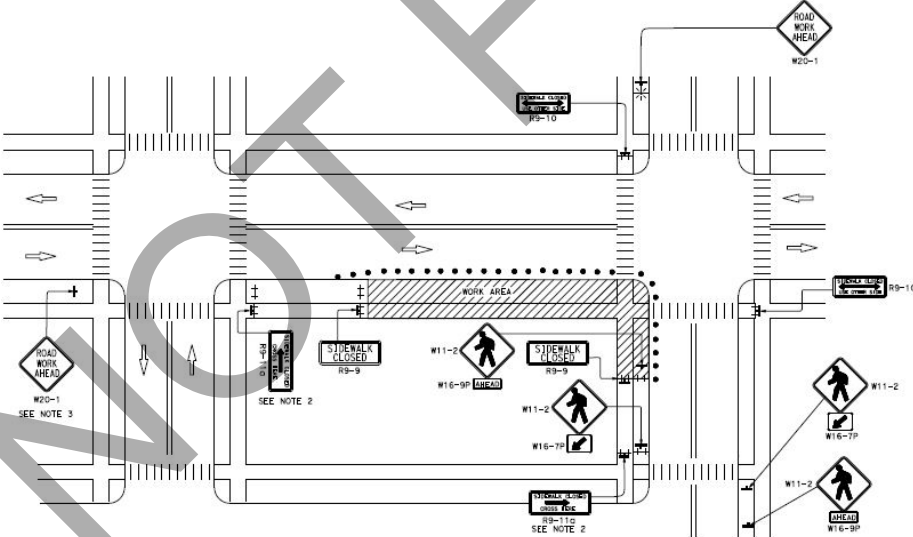
NOTES:

See Standard Plan T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1 unless X, Y, or Z cone spacing is shown on this sheet.

DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

John J. [Signature]
 REGISTERED CIVIL ENGINEER
 No. 44174
 State of California
 Exp. 6-31-18

May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DRAWINGS OR THIS PLAN SHEET.



LEGEND:

- ⊥ BARRICADE
- TRAFFIC CONE
- ⊛ PORTABLE FLASHING BEACON
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN ON BARRICADE

SIGN PANEL SIZE (Min)		
SIGN DESIGNATION	SIGN OR PLAQUE	SIGN SIZE
R9-9	SIDEWALK CLOSED	24" x 12"
R9-10	SIDEWALK CLOSED USE OTHER SIDE	24" x 12"
R9-11	SIDEWALK CLOSED AHEAD CROSS WALK	24" x 18"
R9-11a	SIDEWALK CLOSED CROSS WALK	24" x 12"
W11-2	PEDESTRIAN	36" x 36"
W16-7P	DIAGONAL DOWNWARD POINTING ARROW (PLAQUE)	24" x 12"
W16-9P	AHEAD (PLAQUE)	24" x 12"
W20-1	ROAD WORK AHEAD	36" x 36"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TEMPORARY PEDESTRIAN ACCESS ROUTES
TYPICAL SIDEWALK/CROSSWALK CLOSURE
AND PEDESTRIAN DETOUR**
NO SCALE

T32

2018 STANDARD PLAN T32

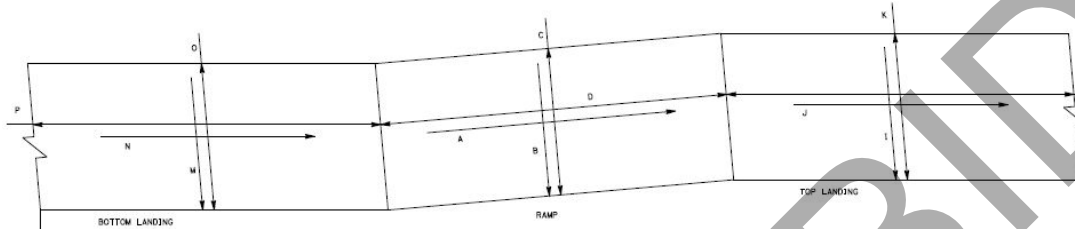
298

DIST.	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

John J. [Signature]
 REGISTERED CIVIL ENGINEER
 No. 51, 2018
 PLANS APPROVAL DATE
 06-21-18
 STATE OF CALIFORNIA
 THE STATE OF CALIFORNIA OR ITS OFFICIALS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

RAMP				HAND RAIL		EDGE PROTECTION	
SLOPE	CROSS SLOPE	WIDTH	LENGTH	HEIGHT RIGHT SIDE	HEIGHT LEFT SIDE	RAIL RIGHT SIDE	RAIL LEFT SIDE
A	B	C	D	E	F	G	H
8.3% OR LESS	2.0% OR LESS	48 INCHES OR GREATER	30 FEET OR LESS	34 TO 38 INCHES	34 TO 38 INCHES	WITHIN 2 INCHES FROM GROUND	WITHIN 2 INCHES FROM GROUND

TOP LANDING				BOTTOM LANDING			
CROSS SLOPE	SLOPE	WIDTH	DEPTH	CROSS SLOPE	SLOPE	WIDTH	DEPTH
I	J	K	L	M	N	O	P
2.0% OR LESS	2.0% OR LESS	48 INCHES OR GREATER	60 INCHES OR GREATER	2.0% OR LESS	2.0% OR LESS	48 INCHES OR GREATER	60 INCHES OR GREATER



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
TEMPORARY PEDESTRIAN ACCESS ROUTES
RAMP
 NO SCALE

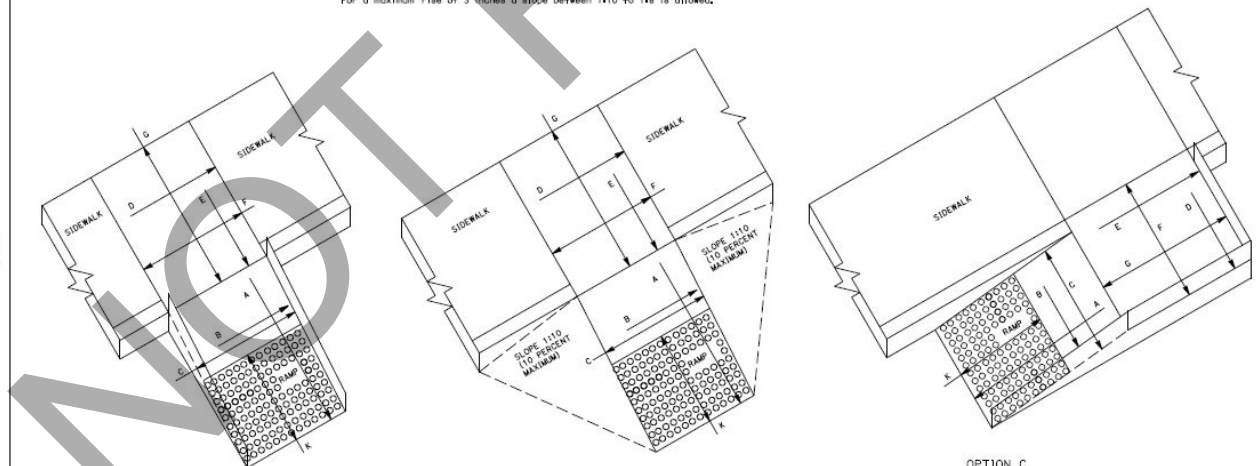
T33

DIST.	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

John J. [Signature]
 REGISTERED CIVIL ENGINEER
 No. 51, 2018
 PLANS APPROVAL DATE
 06-21-18
 STATE OF CALIFORNIA
 THE STATE OF CALIFORNIA OR ITS OFFICIALS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CURB RAMP			TOP LANDING				DETECTABLE WARNING SURFACE
SLOPE	CROSS SLOPE	WIDTH	CROSS SLOPE	SLOPE	WIDTH	DEPTH	DEPTH
A	B	C	D	E	F	G	K
8.3% OR LESS	2.0% OR LESS	48 INCHES OR GREATER	2.0% OR LESS	2.0% OR LESS	48 INCHES OR GREATER	60 INCHES OR GREATER	MINIMUM 36 INCHES

NOTES: If the above requirements cannot be met on existing sites with space limitations, the following slopes are allowed:
 For a maximum rise of 6 inches a slope between 1:12 to 1:10 is allowed.
 For a maximum rise of 3 inches a slope between 1:10 to 1:8 is allowed.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
TEMPORARY PEDESTRIAN ACCESS ROUTES
CURB RAMP OPTIONS
 NO SCALE

T34

2014 CA MUTCD Standard and Guidance

Figure 2A-2 (CA). Examples of Heights and Lateral Locations of Sign Installations

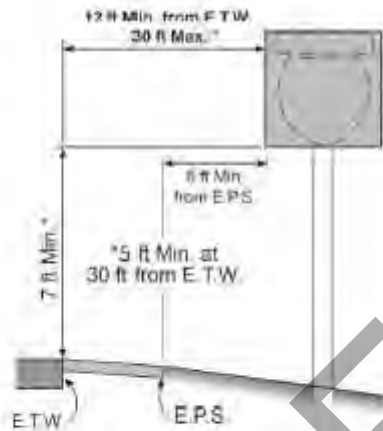
NOTES:

These sign positions are typical and should be considered a standard. When physical conditions require deviation from these typicals, they should be documented. When clear roadside recovery areas are provided, signs shall be placed as far from the traveled way as possible, up to 30 ft. When possible, they should be placed in protected locations.

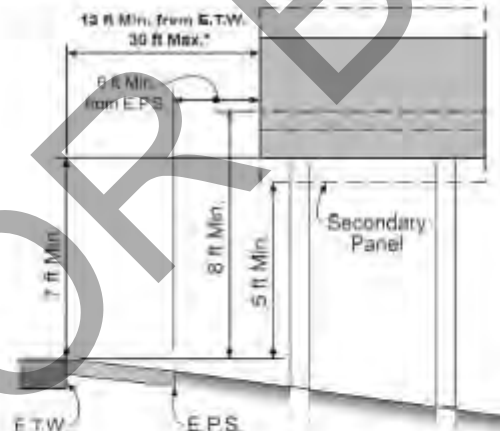
Signs in medians shall be placed at midpoint of median, and should not be closer than 6 ft from the edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way. When appropriate, signs for opposing directions shall be placed back to back.

E.T.W. = Edge of Traveled Way
E.P.S. = Edge of Paved Shoulder

FREEWAY AND EXPRESSWAY LOCATIONS

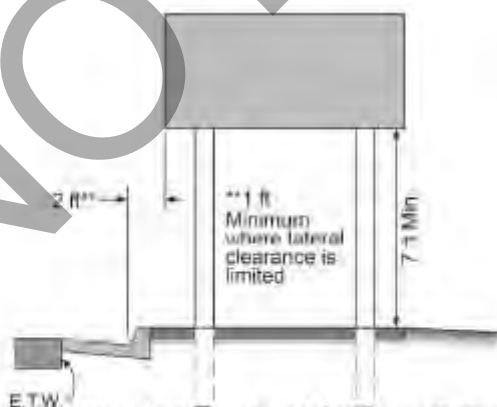


**ROUTE SHIELDS
REGULATORY AND WARNING SIGNS**

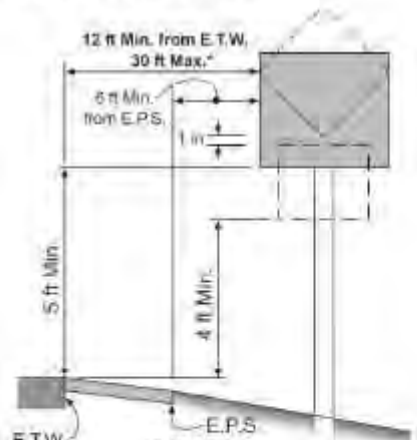


GUIDE SIGNS

CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS

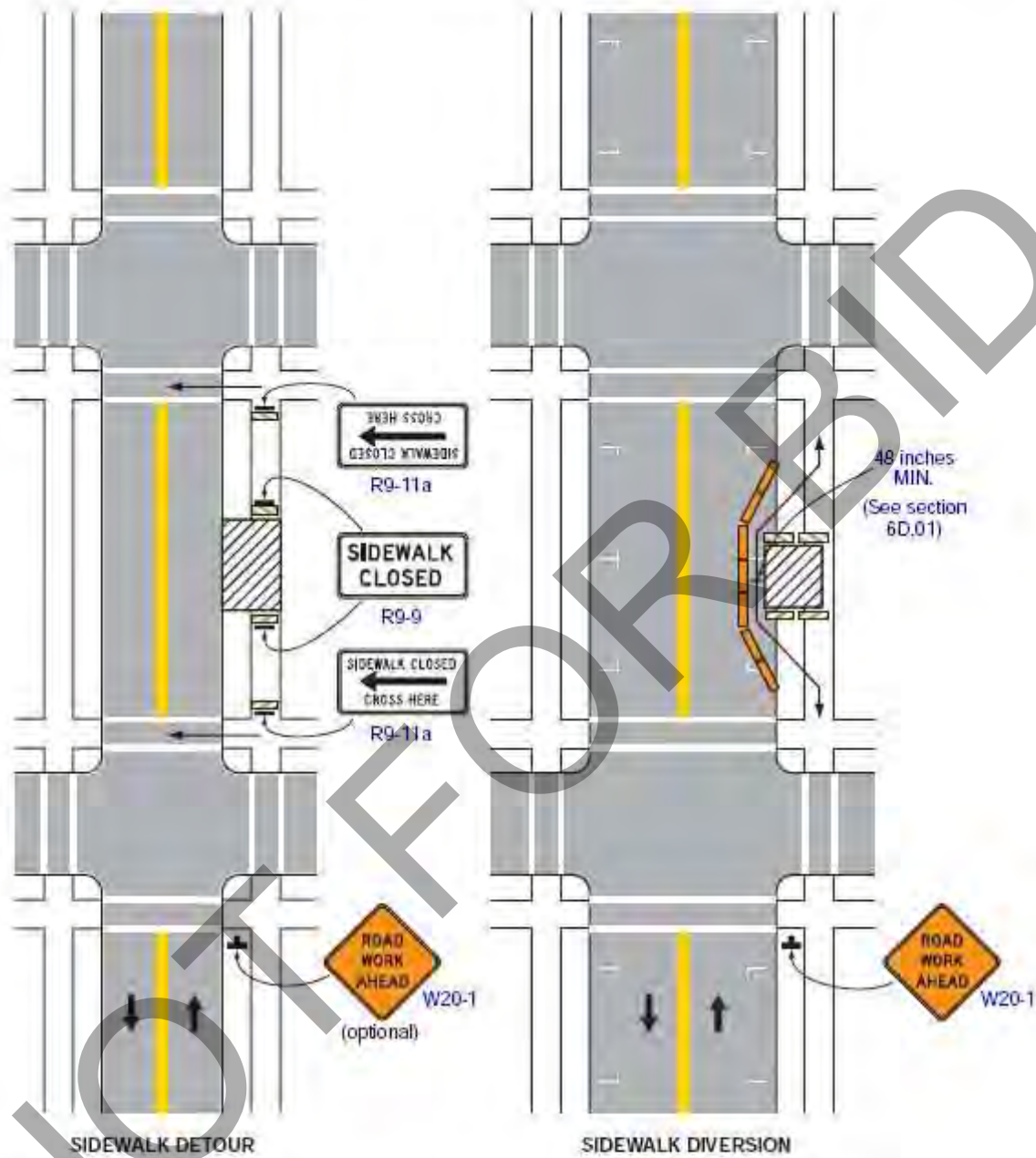


**Urban Locations and Rural Locations
with Sidewalk**



**RURAL
LOCATIONS**

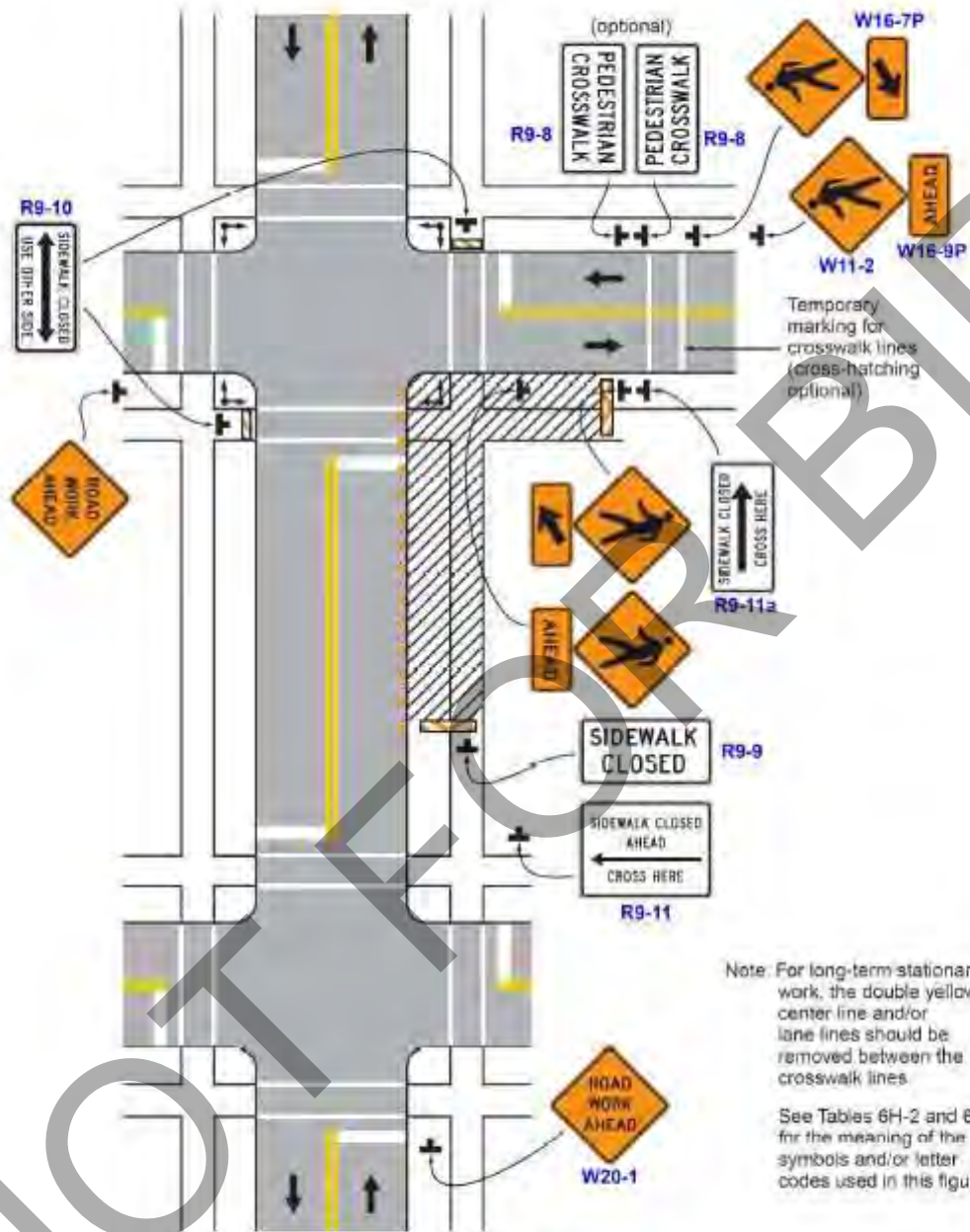
Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



Typical Application 29

CHAPTER 6D. PEDESTRIAN AND WORKER SAFETY

Section 6D.01 Pedestrian Considerations

Support:

01 A wide range of pedestrians might be affected by TTC zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. These pedestrians need a clearly delineated and usable travel path. Considerations for pedestrians with disabilities are addressed in Section 6D.02.

Standard:

02 The various TTC provisions for pedestrian and worker safety set forth in Part 6 shall be applied by knowledgeable (for example, trained and/or certified) persons after appropriate evaluation and engineering judgment.

03 Advance notification of sidewalk closures shall be provided by the maintaining agency.

04 If the TTC zone affects the movement of pedestrians, adequate pedestrian access and walkways shall be provided. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route.

Option:

05 If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as adding free bus service around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits.

Support:

06 It must be recognized that pedestrians are reluctant to retrace their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

Guidance:

07 The following three items should be considered when planning for pedestrians in TTC zones:

A. Pedestrians should not be led into conflicts with vehicles, equipment, and operations.

B. Pedestrians should not be led into conflicts with vehicles moving through or around the worksite.

C. Pedestrians should be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).

08 A pedestrian route should not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.

09 Consideration should be made to separate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt skirting the worksite or making a midblock crossing.

Support:

10 Figures 6H-28 and 6H-29 show typical TTC device usage and techniques for pedestrian movement through work zones.

Guidance:

11 To accommodate the needs of pedestrians, including those with disabilities, the following considerations should be addressed when temporary pedestrian pathways in TTC zones are designed or modified:

A. Provisions for continuity of accessible paths for pedestrians should be incorporated into the TTC plan.

B. Access to transit stops should be maintained.

C. A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. There should be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11).

D. The width of the existing pedestrian facility should be provided for the temporary facility if practical. Traffic control devices and other construction materials and features should not intrude into the usable width of the

sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space should be provided at least every 200 feet to allow individuals in wheelchairs to pass.

- E. Blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment should be used to determine if pedestrian signals or accessible pedestrian signals should be considered for crossings along an alternate route.*
- F. When channelization is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the length of the facility such that pedestrians using a long cane can follow it. These detectable edgings should comply with the provisions of Section 6F.74.*
- G. Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway should not project more than 4 inches into accessible pedestrian facilities.*

Option:

12 Whenever it is feasible, closing off the worksite from pedestrian intrusion may be preferable to channelizing pedestrian traffic along the site with TTC devices.

Guidance:

13 Fencing should not create sight distance restrictions for road users. Fences should not be constructed of materials that would be hazardous if impacted by vehicles. Wooden railing, fencing, and similar systems placed immediately adjacent to motor vehicle traffic should not be used as substitutes for crashworthy temporary traffic barriers.

14 Ballast for TTC devices should be kept to the minimum amount needed and should be mounted low to prevent penetration of the vehicle windshield.

15 Movement by work vehicles and equipment across designated pedestrian paths should be minimized and, when necessary, should be controlled by flaggers or TTC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths should be avoided, since it encourages movement of workers, equipment, and materials across the pedestrian path.

16 Access to the work space by workers and equipment across pedestrian walkways should be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.

Option:

17 A canopied walkway may be used to protect pedestrians from falling debris, and to provide a covered passage for pedestrians.

Guidance:

18 Covered walkways should be sturdily constructed and adequately lighted for nighttime use.

19 When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration should be given to separating them by a temporary traffic barrier.

20 If a temporary traffic barrier is used to shield pedestrians, it should be designed to accommodate site conditions.

Support:

21 Depending on the possible vehicular speed and angle of impact, temporary traffic barriers might deflect upon impact by an errant vehicle. Guidance for locating and designing temporary traffic barriers can be found in Chapter 9 of AASHTO's "Roadside Design Guide" (see Section 1A.11).

Standard:

22 Short intermittent segments of temporary traffic barrier shall not be used because they nullify the containment and redirective capabilities of the temporary traffic barrier, increase the potential for serious injury both to vehicle occupants and pedestrians, and encourage the presence of blunt, leading ends. All upstream leading ends that are present shall be appropriately flared or protected with properly installed and maintained crashworthy cushions. Adjacent temporary traffic barrier segments shall be properly connected in order to provide the overall strength required for the temporary traffic barrier to perform properly.

25 Normal vertical curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are needed.

Option:

24 Temporary traffic barriers or longitudinal channelizing devices may be used to discourage pedestrians from unauthorized movements into the work space. They may also be used to inhibit conflicts with vehicular traffic by minimizing the possibility of midblock crossings.

Support:

25 A major concern for pedestrians is urban and suburban building construction encroaching onto the contiguous sidewalks, which forces pedestrians off the curb into direct conflict with moving vehicles.

Guidance:

26 *If a significant potential exists for vehicle incursions into the pedestrian path, pedestrians should be rerouted or temporary traffic barriers should be installed.*

Support:

27 TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.

Guidance:

28 *Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11), and should not be used as a control for pedestrian movements.*

29 *In general, pedestrian routes should be preserved in urban and commercial suburban areas. Alternative routing should be discouraged.*

30 *The highway agency in charge of the TTC zone should regularly inspect the activity area so that effective pedestrian TTC is maintained.*

Support:

31 Other laws and requirements are unique to California and need to be followed when providing pedestrian access through or around TTC zones.

32 Additional information on this topic can be found in publication titled "Pedestrian Considerations for California Temporary Traffic Control Zones on Caltrans" following web link:

<http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>

Section 6D.02 Accessibility Considerations

Support:

01 Additional information on the design and construction of accessible temporary facilities is found in publications listed in Section 1A.11 (see Publications 12, 38, 39, and 42).

Guidance:

02 *The extent of pedestrian needs should be determined through engineering judgment or by the individual responsible for each TTC zone situation. Adequate provisions should be made for pedestrians with disabilities.*

Standard:

03 **When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.**

Support:

04 Maintaining a detectable, channelized pedestrian route is much more useful to pedestrians who have visual disabilities than closing a walkway and providing audible directions to an alternate route involving additional crossings and a return to the original route. Braille is not useful in conveying such information because it is difficult to find. Audible instructions might be provided, but the extra distance and additional street crossings might add complexity to a trip.

Guidance:

05 *Because printed signs and surface delineation are not usable by pedestrians with visual disabilities, blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual*

disabilities by providing audible information devices, accessible pedestrian signals, and barriers and channelizing devices that are detectable to pedestrians traveling with the aid of a long cane or who have low vision.

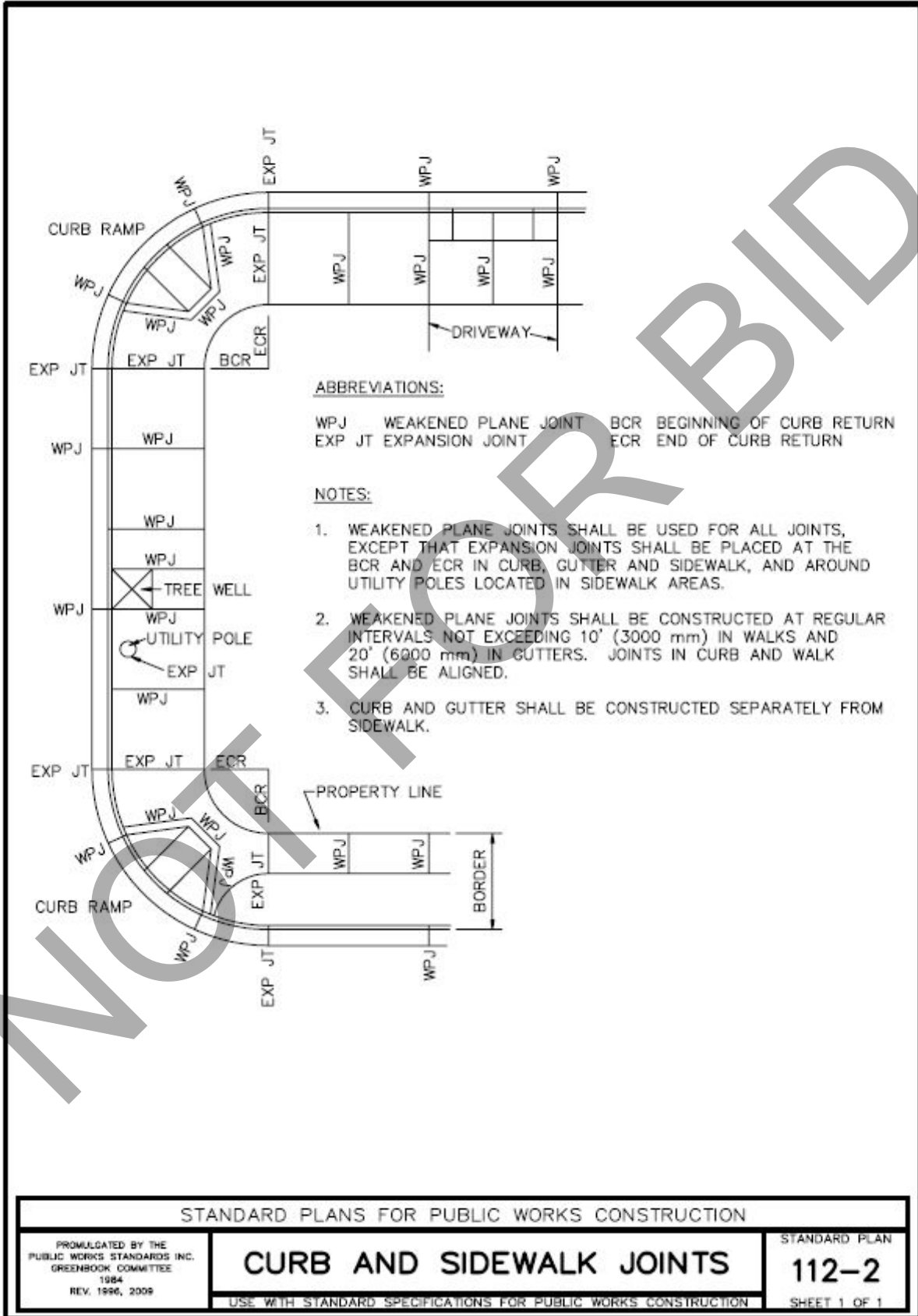
Support:

06 The most desirable way to provide information to pedestrians with visual disabilities that is equivalent to visual signing for notification of sidewalk closures is a speech message provided by an audible information device. Devices that provide speech messages in response to passive pedestrian actuation are the most desirable. Other devices that continuously emit a message, or that emit a message in response to use of a pushbutton, are also acceptable. Signing information can also be transmitted to personal receivers, but currently such receivers are not likely to be carried or used by pedestrians with visual disabilities in TTC zones. Audible information devices might not be needed if detectable channelizing devices make an alternate route of travel evident to pedestrians with visual disabilities.

Guidance:

07 *If a pushbutton is used to provide equivalent TTC information to pedestrians with visual disabilities, the pushbutton should be equipped with a locator tone to notify pedestrians with visual disabilities that a special accommodation is available, and to help them locate the pushbutton.*

2021 Standard Plans for Public Works Construction (SPPWC)



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

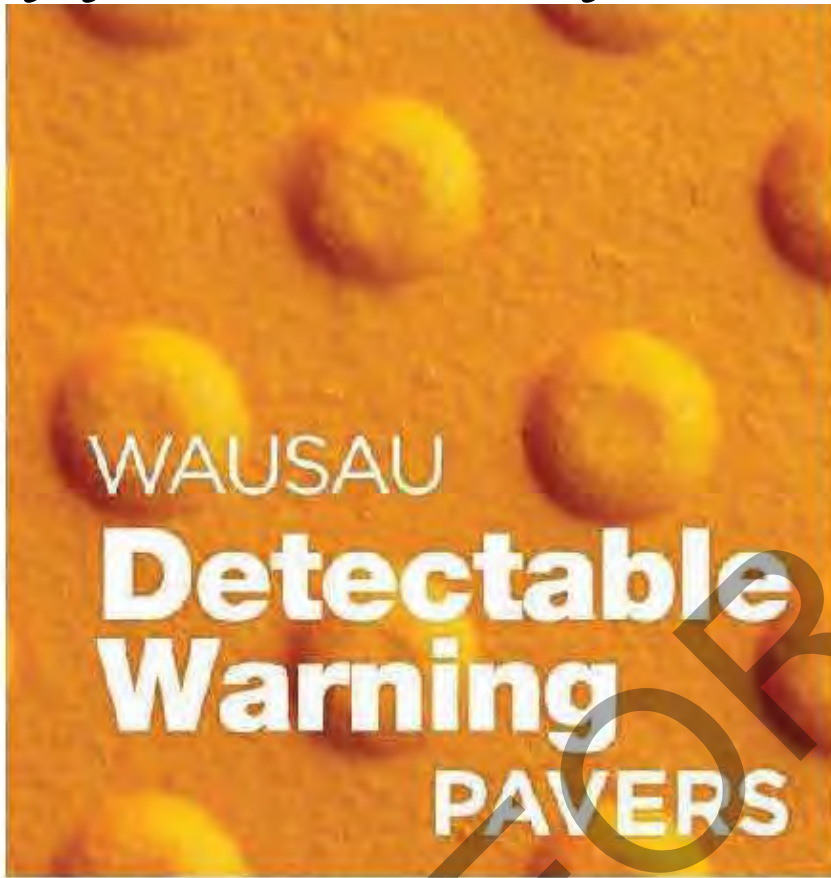
STANDARD PLAN

112-2

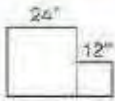
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1

City of Montclair Standard for Detectable Warning Pavers



www.wausaupaving.com • 800-388-8728



Wausau Detectable Warning pavers are available in 12" and 24" squares. Custom sizes available. "Quick Ship" items are stocked in 12" squares (2" thick) and ship within 15 business days based on availability. Standard Thickness - 2" - 2.75"

Wausau Detectable Warning Pavers are shown in twelve colors and five patterns (pages 36-39). Custom colors available. Wausau Detectable Warning Pavers are also available with a flat finish.

ADA-2 Pavers are State of California Title 24 compliant.

A-10



A-20



A-30



Tactile Warning

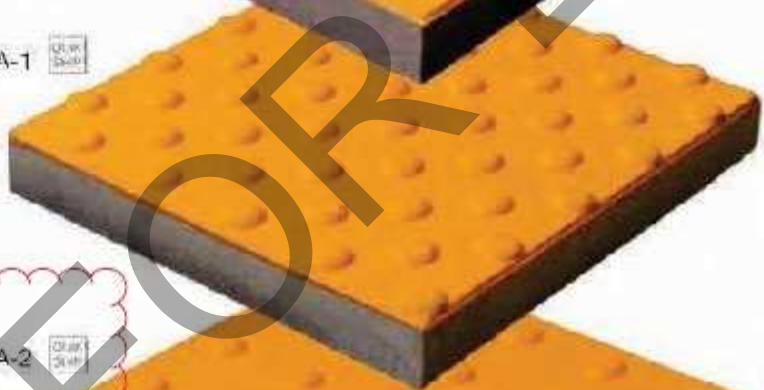


Directional Bar



Available Patterns:

ADA-1



Montclair Std.
ADA-2

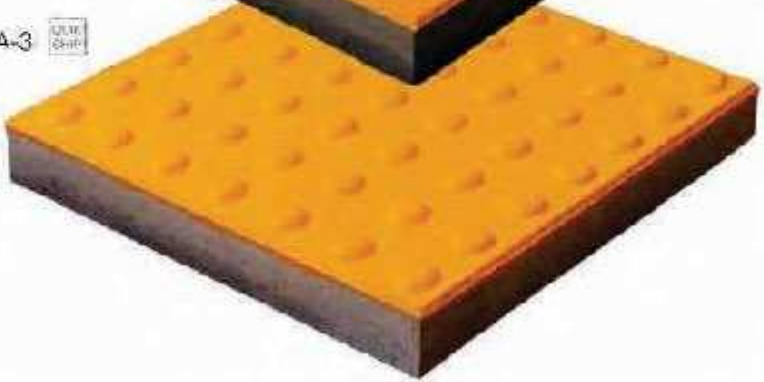
ADA-2

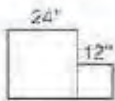


A-0 (3538 Federal Yellow)



ADA-3





Wausau Detectable Warning pavers are available in 12" and 24" squares. Custom sizes available. "Out Ship" items are stocked in 12" squares (2" thick) and ship within 15 business days based on availability. Standard Thickness = 2" - 2.75"

Wausau Detectable Warning Pavers are shown in twelve colors and five patterns (pages 36-39). Custom colors available. Wausau Detectable Warning Pavers are also available with a flat finish.

ADA-2 Pavers are State of California Title 24 compliant.

A-50



A-60



A-70



A-120



A-110



A-100



A-90



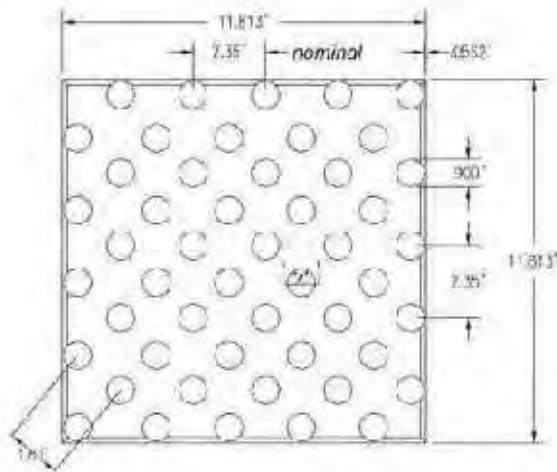
Montclair Std. A-80

A-80

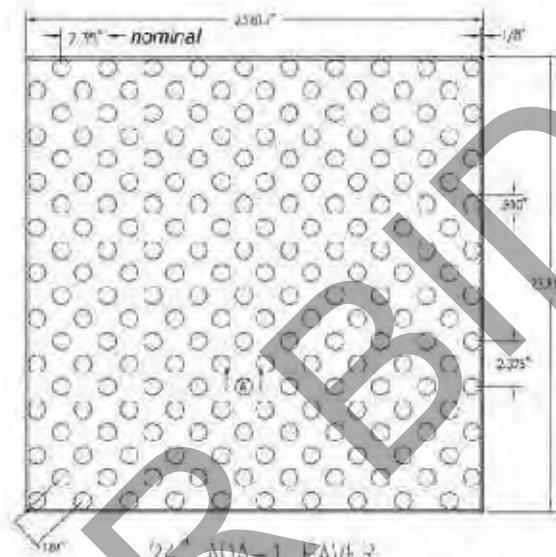


Detectable Warning Paver Designs and Patterns

ADA-1 Staggered Pattern



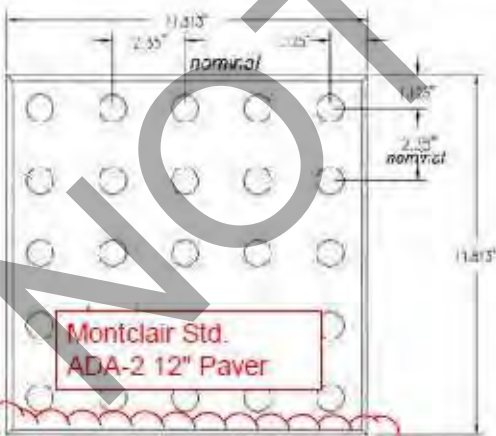
12" ADA-1 PAVER



24" ADA-1 PAVER

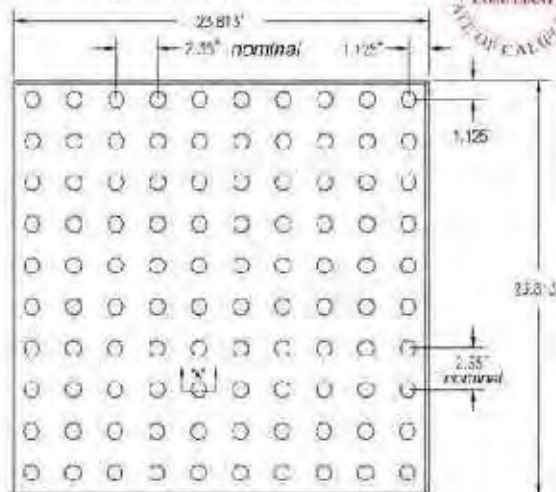


ADA-2 Straight Row 2.375" Spacing Pattern



Montclair Std.
ADA-2 12" Paver

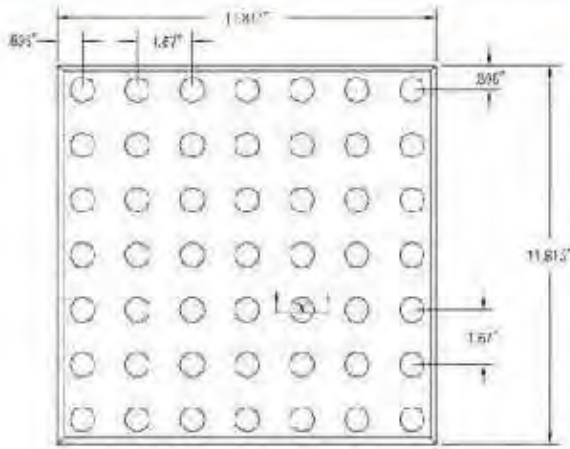
12" ADA-2 PAVER



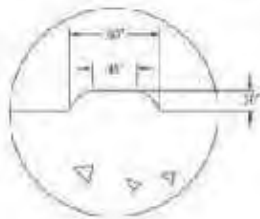
24" ADA-2 PAVER



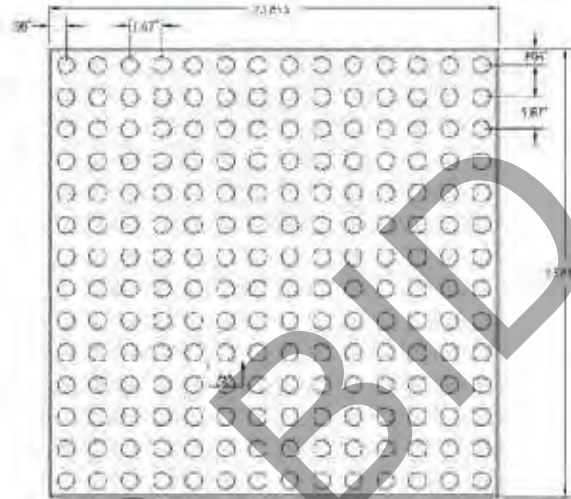
Detectable Warning Straight Row 1.67" Spacing Pattern



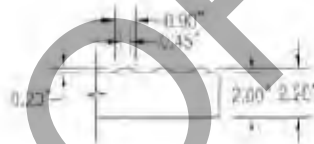
12" ADA-3 PAVER



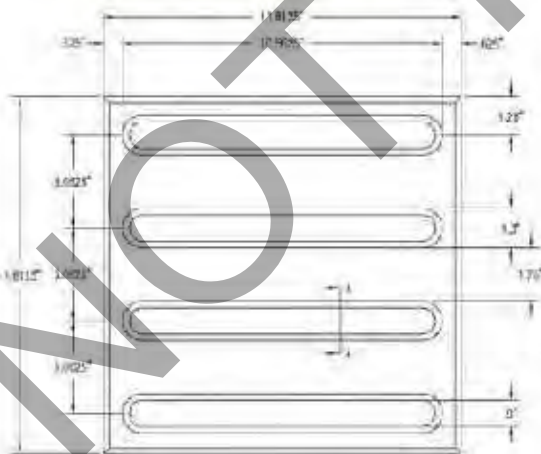
DETAIL A
WARNING DOME DETAIL



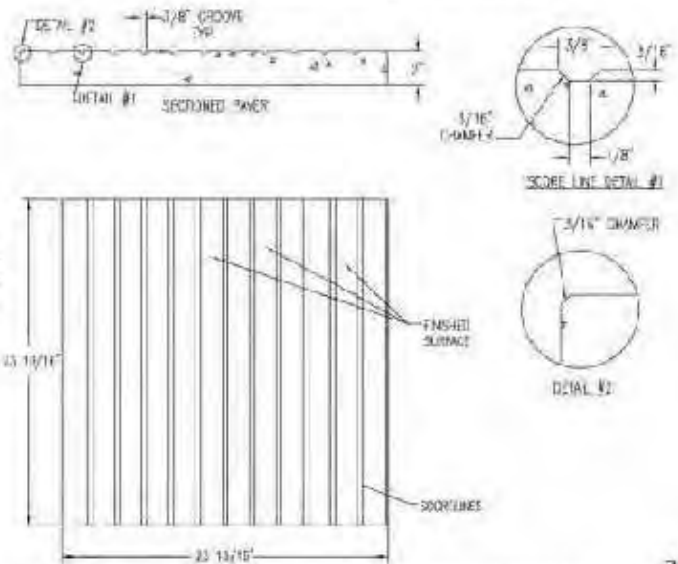
24" ADA-3 PAVER



Directional Bar Pattern



Tactile Warning Pattern



* Details available for download at www.wausanpaving.com

Detectable Warning Paver Installation Guide with Wausau Tile's Reusable Block-Out Frame



1) Prepare area to receive concrete and detectable warning pavers.



2) Drive in rebar to the approximate height to receive Wausau Tile's block out frame. The frame work has small feet to help locate where rebar should be located.



3) Set block-out frame so rebar fits inside the frame legs.



4) Set block-out frame to final grade by tapping on frame work.



5) Pour concrete into and around frame work. Level concrete and bull float area.



6) Level concrete with a straight edge inside of the frame work- adding concrete as needed. Note: Standard frame designed for 2" thick paver.



7) Pull out frame. Bull float area to receive detectable warning pavers.



8) Allow concrete to cure. Use the following guidelines based on installation method. Note: If using wet set, do not allow concrete to cure.

Detectable Warning Guide for Sand Set Installation with Wausau Tile's Reusable Block-Out Frame



Step #1 - Sand Set Installation - Create weep holes for drainage. Core drill hole once concrete has set or, while concrete is still wet, make a hole with pipe.



Step #2 - Sand Set Installation - Add masonry sand to recessed area.



Step #3 - Sand Set Installation - Screed 1/4" masonry sand.



Step #4 - Sand Set Installation - Set pavers in sand. Leave 1/16" to 1/8" between units to allow for sand.



Step #5 - Sand Set Installation - Sweep sand into joints after installation.



Complete.



Main Block Out-Frame
24" x 36"

Extension Block Out-Frame
12" x 24"

12" Standard Brick handle
24" Also Available



Detectable Warning Paver Guide for Thin Set Installation with Wausau Tile's Reusable Block-Out Frame



Step #1 - Thin Set Installation - Apply thin set with 1/4" x 3/8" notched trowel. Exterior grade.



Step #2 - Thin Set Installation - Spread fully and evenly.



Step #3 - Thin Set Installation - Set pavers. Be sure pavers are fully set into thinset. (Back buttering may be necessary).



Step #4 - Thin Set Installation - Grout all joints with an exterior based grout or caulk. Complete.

Detectable Warning Paver Guide for Wet Set Installation with Wausau Tile's Reusable Block-Out Frame



Step #1 - Wet Set Installation - While concrete is still wet, embed pavers into cavity.



Step #2 - Wet Set Installation - Level pavers by tapping with rubber hammer. Note: Joints may or may not be grouted; contractor option.



10

Complete.

Wausau Pavers Physical Properties

Property	Value	Test Method	Property	Value	Test Method
Compressive Strength	=>0,000 psi avg.	ASTM C140	Freeze-Thaw	=< 0.5% loss of dry weight (50 cycles)*	C-1260
Flexural Strength	=>700 psi	ASTM C293	Center Load	1,850 lbs.	WTCL 99
Water Absorption	< 5%	ASTM C140			

Weight: 24-33 lbs/sf • Dimensional Tolerance: +/- 1/16" (Length, width, height, convex, concave)
 *28 day test results based on nominal 24" Sq. x 2" thick material and our standard mix designs.



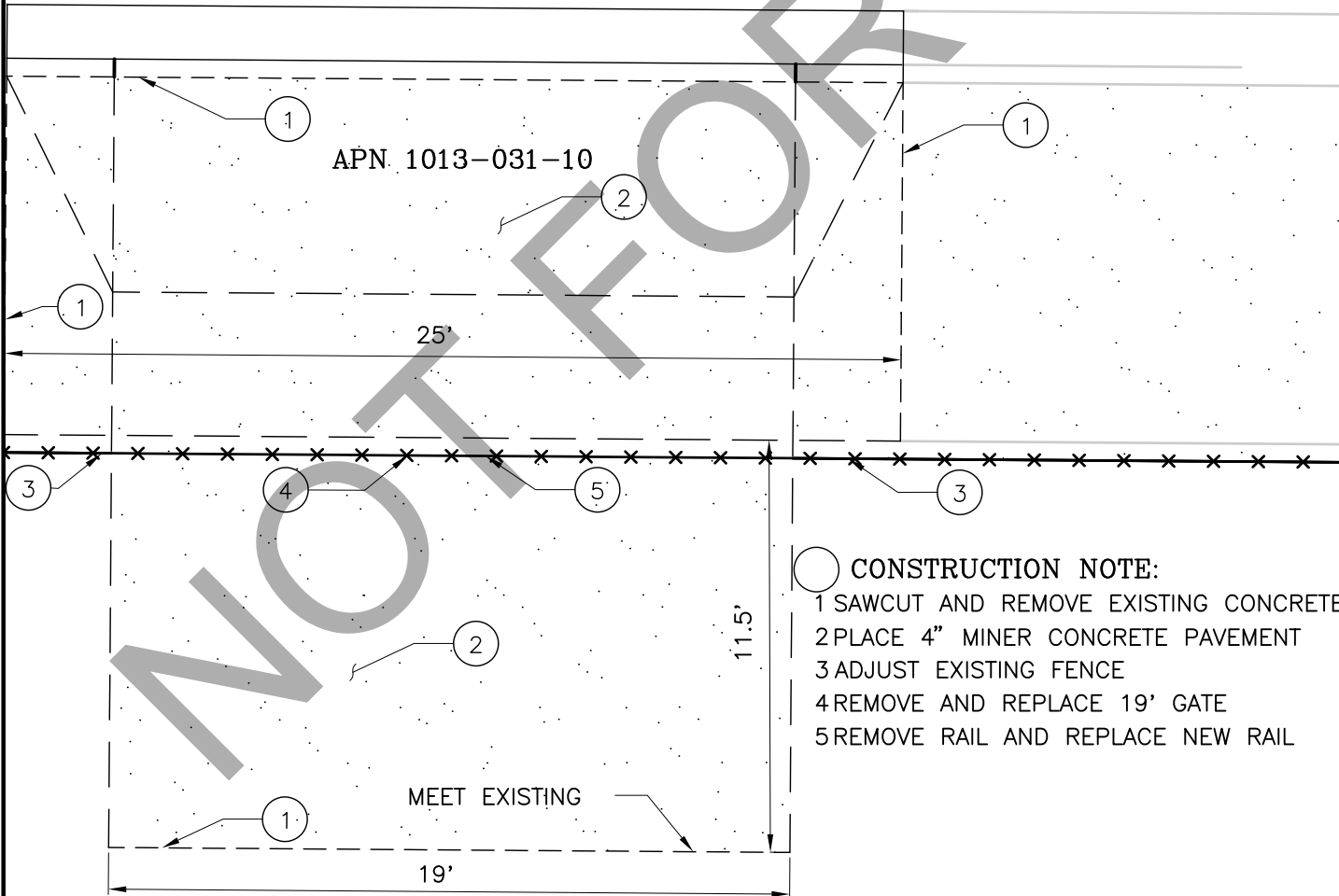
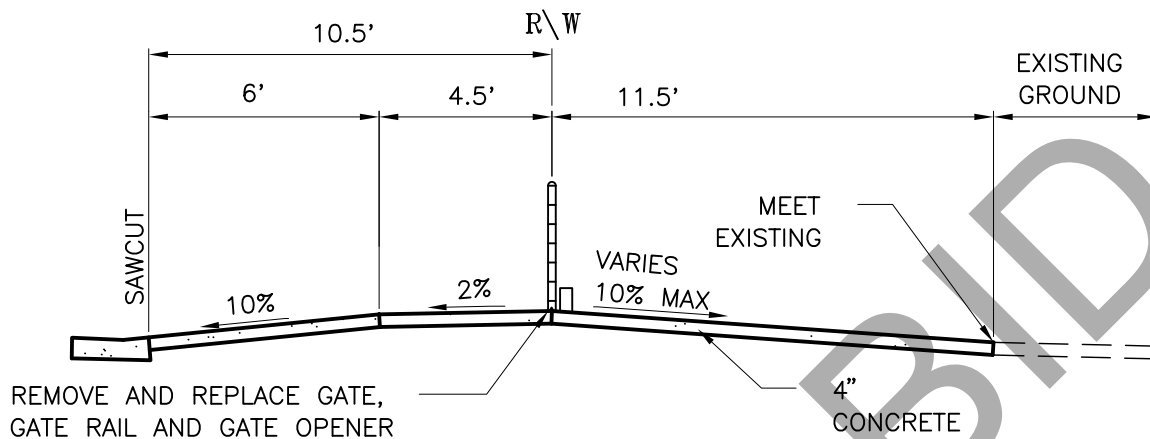
Above Left:
Testing Flexural Strength

Above Right:
Testing Compressive Strength

Left:
Testing Center Load Capacity

**In-House
Testing Facility**

**Every job is
tested before
it leaves.**



- CONSTRUCTION NOTE:
- 1 SAWCUT AND REMOVE EXISTING CONCRETE
 - 2 PLACE 4" MINER CONCRETE PAVEMENT
 - 3 ADJUST EXISTING FENCE
 - 4 REMOVE AND REPLACE 19' GATE
 - 5 REMOVE RAIL AND REPLACE NEW RAIL

SAN BERNARDINO COUNTY TRANS. DEPT.		DRAWING TITLE SAN BERNARDINO COUNTY	SPECIAL DWG (1)
DESIGN DIVISION			

Bidder: _____

PROPOSAL

**TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY
STATE OF CALIFORNIA**

For Construction On

**CHINO/MONTCLAIR ADA RAMPS
Various**

LENGTH: Various
WORK ORDER: H15061
AREA: Chino/Montclair

ROAD NO.: "COUNTY: 124225010 137150010 223850010 251000010 263100010
292100010 346050030 375075010 389200010 39507501 426750020 471000010
476750010 493310030 529825020 562350010 807500010 847200010 876375010

CITY OF MONTCLAIR: ADA AVE. STATE ST. CLIFFWOOD DR. COLLEGE AVE.
HOWARD ST. STAGECOACH AVE."

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

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the San Bernardino County, in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefore the following prices, to wit:

PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

IMPORTANT

Failure to Properly Complete Bid Package May Result in Rejection of Bid

1

Proposal – Assemble all pages in same numbering sequence as original.

- Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- Unit Prices are entered for all bid items (or Alternate bid items).
- Corrections or changes to the bid document are initialed.
- Subcontractors, if any, are listed
- Public Contract Code Section 10285.1 Statement is executed
- Public Contract Code Section 10162 Questionnaire is completed
- Noncollusion Declaration is executed and submitted with bid.
- Bidder Information is completed and correct.
- Proposal is complete and signed by authorized company representative.

2

Addendums, if any, are acknowledged. (Normally sent by facsimile and mail)

- "Bidder's Certification" (Just the Certification page) are executed and attached.

3

Bidder's Security.

- 10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
- If Bidder's Bond, surety signature is notarized.
- If Bidder's Bond, surety power of attorney is attached.

4

ePRO.

- Registered as a Vendor in the ePro System prior to date and time to receive bid.
- Bid submitted through ePro, the original Bid Security must submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on or before the time set for the opening of bids.
- For bid submission through ePro, scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- Sign and date the "Acknowledgement ePro Process".
- For bid submission through ePro, scan and attach to your quote the fully executed Certification page for ALL Addendums.

5

- REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854). DIR Registration Number identified for Bidder and all subcontractors.

ACKNOWLEDGEMENT OF ePro PROCESS

- Bidder is registered as a vendor with San Bernardino County Electronic Procurement Network (ePro) prior to date and time to receive bids.

- Bidder has logged-in to the ePro system with the correct commodity code and downloaded the official bid documents through the ePro system prior to the date and time to receive bids.

- If bidder submits a proposal via ePro, the proposal was uploaded in ePro while logged-in to the ePro system under the bidder's account.

- Bidder confirmed it is listed on the "Official Plan Holders List" by checking on ePro or by calling the County representative at (909) 387-7920 to confirm bidder is on the "Official Plan Holders List" prior to the date and time bids are publicly opened.

- Bidder to submit in person bidder's security and/or proposal in a sealed envelope prior to the proposal opening date and time.

**For system-related issues and technical assistance with ePro, please contact vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For questions involving ePro, such as user accounts, commodity codes, and/or status or placement on the Official Plan Holders List, please contact the Purchasing Department at (909) 387-2060.*

BIDDER'S CERTIFICATION:

By my signature hereunder, I acknowledge I fully understand the above requirements, which I have considered in my preparation of the proposal. I also understand that failure to comply with the above requirements will result in the rejection of bid.

Bidder's Signature

Date

Bidder: _____

Project: **Chino / Montclair Area ADA Ramps**

W.O.#: **(H15061)**

Limits: **Various Locations**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	20,000	F.A.	Supplemental Work At Force Account (Unforeseen Utility Conflicts)	\$	\$
2	30,000	F.A.	Supplemental Work At Force Account (Unforeseen Differing Site Conditions)	\$	\$
3	1	L.S.	Water Pollution Control Program	\$	\$
4	1	L.S.	Mobilization	\$	\$
5	1	L.S.	Traffic Control System	\$	\$
6	6	EA.	Portable Changeable Message Sign	\$	\$
7	20	L.F.	Remove and Dispose Portion of Chain Link Fence (At 4027 Grand Avenue)	\$	\$
8	25	L.F.	Remove and Dispose Metal Rail (At 4027 Grand Avenue)	\$	\$
9	850	S.Y.	Sawcut and Remove (0.67' Thick) Existing Asphalt Concrete Surfacing, 2' Wide Minimum Slot Paving	\$	\$
10	2,850	S.Y.	Remove Concrete (Spandrel, Cross Gutter, Ramp and Sidewalk)	\$	\$
11	1,650	L.F.	Remove Concrete (Curb, Curb & Gutter)	\$	\$
12	1,000	L.F.	Remove Thermoplastic Traffic Stripe	\$	\$
13	85	S.F.	Remove Thermoplastic Pavement Marking	\$	\$
14	810	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
15	1	L.S.	Clearing and Grubbing	\$	\$
16	20	L.F.	Install Chain Link Fence (Type CL-4) At 4027 Grand Avenue	\$	\$
17	1	E.A.	Reset Sliding Gate (At 4027 Grand Avenue)	\$	\$
18	25	L.F.	Install Metal Rail (At 4027 Grand Avenue)	\$	\$
19	1	L.S.	Develop Water Supply	\$	\$
20	270	C.Y.	Minor Concrete (Ramp, Sidewalk, Curb & Gutter and Retaining Curb)	\$	\$
21	235	C.Y.	Minor Concrete (Cross Gutter and Spandrel)	\$	\$
22	10	C.Y.	Minor Concrete Driveway and sidewalk at 4027 Grand Avenue	\$	\$
23	740	S.F.	Install ADA Ramp Detectable Warning Surface	\$	\$
24	56	S.F.	Detectable Warning Pavers per City of Montclair Std.	\$	\$
25	500	TON	Asphalt Concrete (Type A, 3/4-inch Aggregate Gradation, PG 64-10PM)	\$	\$
26	1	L.S.	Finishing Roadway	\$	\$
27	25	S.Y.	Grouted Rock Treatment	\$	\$

Bidder: _____

Project: **Chino / Montclair Area ADA Ramps**

W.O.#: **(H15061)**

Limits: **Various Locations**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
28	12	EA.	Reset Roadside Sign	\$	\$
29	255	S.F.	12" Thermoplastic Traffic Stripe	\$	\$
30	1,300	S.F.	Thermoplastic Pavement Marking	\$	\$
31	10	EA.	Pavement Marker (Retroreflective - Blue)	\$	\$
32	85	L.F.	Red Curb (2 Coat)	\$	\$

PROJECT TOTAL: \$

NOT FOR BIDD

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this proposal shall be accepted, the contract shall be signed by the successful bidder and returned **within 10 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. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the San Bernardino County.

NOT FOR

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

BIDDER _____

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq.

Note: Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

Information marked with ** is required. (Make additional copies of this form if needed)

SUBCONTRACTORS LIST

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder

has Check One has not

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Check One

Yes

No

If the answer is yes, explain the circumstances in the following space.

NOTE: The above Questionnaire is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE
SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6, AND 20104.50
RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT

9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The

public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute

resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

20104.

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 1.7

Modification; Performance, Payment

20104.50

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

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

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

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

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

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

(e) For purposes of this article:

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

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

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

(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.

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ [title] of _____ [name of the bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Print Name

Signature - REQUIRED

NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.

Bidders are reminded that this declaration must be signed under penalty of perjury.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

**IRAN CONTRACTING ACT OF 2010
(Public Contract Code section 2200 et seq.)**

(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

In accordance with Public Contract Code section 2204 (a), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22

(Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.):

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<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.

NOTE: The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

Accompanying this proposal is _____
in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$)," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

NOTICE: If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,
License No.: _____ Expiration Date: _____
Dept. of Industrial Relations Reg. No: _____ Federal Identification No.: _____

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents are true and correct and that the bidder satisfies all of the requirements identified in said documents.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

<u>Print Name</u>	<u>Signature - REQUIRED</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date: _____

Name of Bidder _____

Business Address _____

Place of Business _____

Business Phone No. _____ Business Fax No. _____

Place of Residence _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____, as Principal, (hereinafter called the "Principal"),
and _____, as Surety, (hereinafter called "Surety"),
an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at:

_____ are held and firmly bound unto the **SAN BERNARDINO COUNTY**, as Obligee, (hereinafter called "**Obligee**"), in the sum of _____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

PROJECT TITLE: CHINO/MONTCLAIR ADA RAMPS; PROJECT LIMITS: VARIOUS;W. O. NO.: H15061

BID DATE: _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____ Year

Principal

Surety

By: _____
Signature

By: _____
Signature, Attorney-in-Fact

Printed Name

Printed Name

Title



Contract Number

SAP Number

PUBLIC WORKS

Department Contract Representative _____
Telephone Number _____

Contractor _____
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by County, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with County, at Contractor's own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following documents, which are incorporated herein by this reference, and the articles set out below:

Plans entitled: Plans for Construction on Chino/Montclair ADA Ramps Various, Chino/Montclair area, Work Order No.: H15061; Road No.: "COUNTY: 124225010 137150010 223850010 251000010 263100010 292100010 346050030 375075010 389200010 39507501 426750020 471000010 476750010 493310030 529825020 562350010 807500010 847200010 876375010

CITY OF MONTCLAIR: ADA AVE. STATE ST. CLIFFWOOD DR. COLLEGE AVE. HOWARD ST. STAGECOACH AVE."

California Department of Transportation (Caltrans) 2015 Standard Specifications and the 2015 Standard Plans, including the Caltrans 2015 Revised Standard Specifications and the 2015 Revised Standard Plans (Revisions on both the Standard Specifications and the Standard Plans through July 21, 2017), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on Chino/Montclair ADA Ramps Various; Length: Various; Work Order No.: H15061; Area: Chino/Montclair; Road No.: "COUNTY: 124225010 137150010 223850010 251000010 263100010 292100010 346050030 375075010 389200010 39507501 426750020 471000010 476750010 493310030 529825020 562350010 807500010 847200010 876375010

CITY OF MONTCLAIR: ADA AVE. STATE ST. CLIFFWOOD DR. COLLEGE AVE. HOWARD ST. STAGECOACH AVE."

Project: Chino / Montclair Area ADA Ramps

W.O.#: (H15061)

Limits: Various Locations

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit: of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

NOT FOR BLD

*Table of Contract Quantities, Items and
Prices will be shown here*

NOT FOR BIDD

ARTICLE III. County hereby promises and agrees with Contractor to employ and does hereby employ Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor shall accept all payments from 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.

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

ARTICLE VI. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

ARTICLE XI. Contractor shall comply with the Prevailing Wage Laws described in this Agreement, including Exhibit A.

As required by Labor Code section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

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BOARD OF SUPERVISORS

▶

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶

, County Counsel

▶

▶

Date _____

Date _____

Date _____

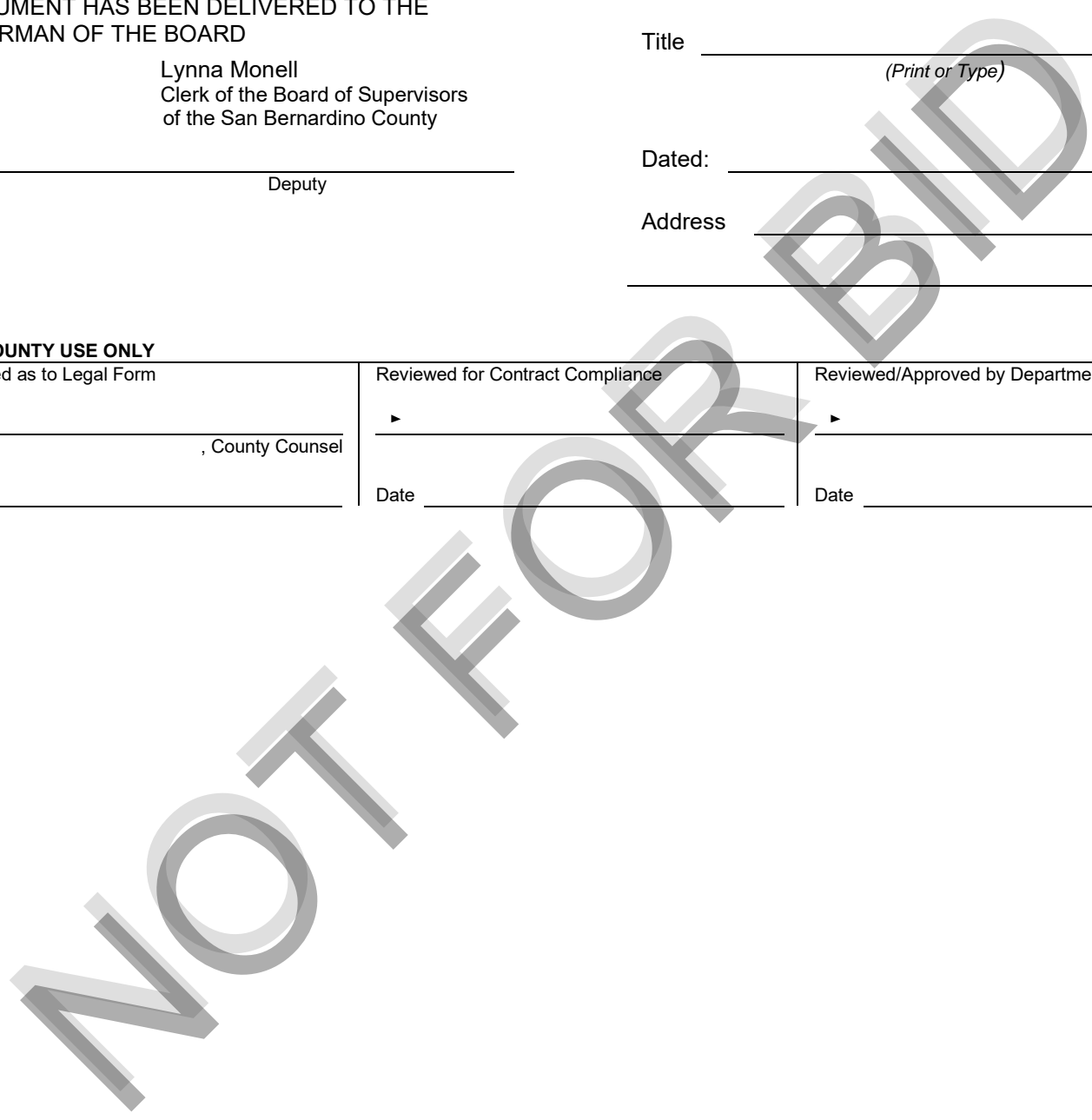


EXHIBIT A - PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. **Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. **Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. **Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. **Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. **Payroll Records:**

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor

employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

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

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors

are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

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

c. Labor Code section 1771.1 states the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

- iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

- ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

NOT FOR BID