

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

SAN TIMOTEO BASIN LEVEE REPAIR

***San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet
Upstream of Basin 18***

LENGTH: 1440.00 FEET

WORK ORDER: F02577

AREA: City of Redlands

SYSTEM NO.: 3-401-4P, 3-401-4Q, and 3-401-4R

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

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.



SAN BERNARDINO COUNTY

--FLOOD CONTROL DISTRICT--

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

San Timoteo Basin Levee Repair

San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18

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

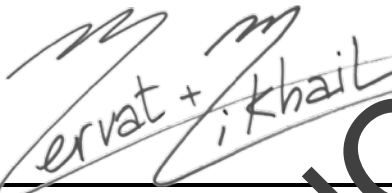


12/14/2023

Brendon Biggs, P.E.

Date

Chief Flood Control Engineer



12/14/2023

Mervat Mikhail, P.E.

Date

Deputy Director



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



12/14/2023

David Drake, P.E.

Date

Chief Design Engineer

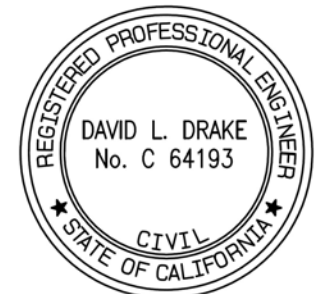


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NOT FOR BID

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NOT FOR BID

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the San Bernardino County Flood Control District, will receive sealed proposals until:

10:00 A.M., THURSDAY, JUNE 13, 2024

in the building of:

San Bernardino County Flood Control District
Front Reception Desk
825 East 3rd Street
San Bernardino, CA 92415-0835

PLEASE NOTE: All bidders 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 ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the Contract. For more information, please see <http://www.dir.ca.gov/Public-Works/SB854.html>.

Bids (or "proposals") in response to this solicitation can be submitted through the Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/ePro/> (however, if the bid is submitted in ePro, the bidder's security described herein must be **BOTH (1) scanned into ePro and (2) submitted in person in a sealed envelope prior to the proposal opening date and time**) or in person at the San Bernardino County Flood Control District (District) at 825 East 3rd Street San Bernardino, CA 92415 at which time the bids will be publicly opened and declared via video and teleconference via [goto.com](https://www.goto.com) using meeting ID 434-769-549. See the flyer available under the bid posting on ePro for further login information for the following Project:

SAN TIMOTEO BASIN LEVEE REPAIR
San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18

LENGTH: 1440.00 FEET

WORK ORDER: F02577

AREA: City of Redlands

SYSTEM NO.: 3-401-4P, 3-401-4Q, and 3-401-4R

The work, in general, consists of clearing and grubbing, excavation, removal/disposal of excess earthen material, compacting native soil and/or fill material, installation of a filter fabric with 1/2-ton ungrouted rock, grouted rock drop structures, installation of native soil cover along the slope, and doing other work appurtenant thereto.

It shall be the responsibility of the bidder to investigate and be satisfied as to the conditions to be encountered, and scope of work to be performed.

This project requires a **Class A** contractor's license.

A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., TUESDAY, JUNE 4, 2023

To be held via video and teleconference via gotomeeting.com using meeting ID 434-769-549. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting. **All bidders are encouraged to attend this meeting.**

NOTICE: BIDDERS MUST OBTAIN BID DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE DISTRICT OR (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

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

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022, unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications published by Caltrans may be reviewed at the following websites: <https://dot.ca.gov/programs/design> and <https://dot.ca.gov/programs/construction>.

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 Flood Control District 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. Each bid shall be accompanied by the bidder's security, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required herein. Bids shall be valid for **60 calendar days** after the bid opening date. The Contract shall be signed by the successful bidder and returned **within 10 working days**, along with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage.

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 10 working days** after the Notice to Proceed with Construction. Pursuant to Section 1-1.07, "DEFINITIONS", of the Standard Specifications, "day" means **"24 consecutive hours running from midnight to midnight; calendar day"**.

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

QUESTIONS: Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **1:00 P.M. on Thursday, June 6, 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. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by the District to ensure its performance under the Contract.

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

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. The pre-bid meeting may include information about the ESBE Program.

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

REPORT BID RIGGING: Please report any suspected bid rigging, bidder collusion, and other fraudulent activities in order for the San Bernardino County Flood Control District (District) to identify and investigate construction contract fraud and abuse. You may report such activities by calling the Contracts Division phone number at (909) 387-7920.

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

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

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

(4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

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

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

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

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

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

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

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

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

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the 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 District.

PAYMENT BY ELECTRONIC FUND TRANSFER: Contractor shall accept all payments from District 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 District required to process EFT payments.

The District shall award the Contract for the Project to the lowest responsive, responsible bidder as determined by the District on the base bid alone. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

BRENDON BIGGS, P.E., Chief Flood Control Engineer
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT



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

DATE: _____

NOT FOR BID

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
SPECIAL PROVISIONS FOR CONSTRUCTION ON**

**SAN TIMOTEO BASIN LEVEE REPAIR
San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18**

LENGTH: 1440.00 FEET

WORK ORDER: F02577

AREA: City of Redlands

SYSTEM NO.: 3-401-4P, 3-401-4Q, and 3-401-4R

ORGANIZATION

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

Each special provision begins with a revision clause that describes and introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

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

NOT FOR BID

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DIVISION I GENERAL PROVISIONS

AA

1 GENERAL

Delete paragraph 9 of section 1-1.01.

Add the following paragraph to section 1-1.01.

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

Revise or Add the following paragraphs to section 1-1.07B.

awarding authority: Authorized body or officer that awarded the public works contract.

bid item list: Schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.

bidder: Any person or entity making an offer or proposal to provide goods and/or services to the Department.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the Caltrans Test Methods website:

<https://dot.ca.gov/programs/engineering-services/california-test-methods>

consultant: Person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions, or other entities who provide expert, professional assistance to the Department under a contract.

contract: 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.

contractor: Any person, sole proprietorship, partnership, association, corporation, joint venture, institution, or other entity which is a party to a contract.

Day: 24 consecutive hours running from midnight to midnight: calendar day.

Department: The contract's awarding body, the San Bernardino County Flood Control District (District), as indicated on the Contract.

engineer: Head of the Department, as defined above, 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.

engineer's estimate: List of estimated quantities of work to be performed as contained in the contract documents.

estimated cost: Estimated cost of the project.

holiday: Holidays shown in the following table:

Holiday

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

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.

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

labor surcharge and equipment rental rates: Caltrans publication that lists labor surcharge and equipment rental rates.

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 Department pursuant to the indicated conditions.

minority: Same as defined in Public Contract Code section 2051(c).

offices of structure design (OSD): engineer

procurement: 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.

proposer: bidder

public works contract: Agreement to perform the work described in Public Contract Code section 22002.

purchase: Method of procurement which results in an order for materials, supplies, goods, equipment, systems, or services.

purchase order: Contract which is used to order supplies, equipment, goods, systems, or services.

purchasing agent: Director of the Purchasing Department.

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

state: The Department, as defined above.

subcontractor: Individual or business firm contracting to perform part or all of another's contract.

Delete section 1-1.08.

Delete section 1-1.11

Replace section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the Department, as specified in the Contract.

NOT FOR BID

2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

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

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

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

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

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in these Special Provisions, through the Purchasing Department's eProcurement (ePro) system.

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

This Project does **not** require DBE goals.

Replace Section 2-1.12 (B)(1) through B(3) with:

2-1.12B(1) through B(3) "RESERVED"

Replace section 2-1.15 with:

2-1.15 RESERVED

Replace section 2-1.18 with:

2-1.18 RESERVED

Replace section 2-1.27 with:

2-1.27 RESERVED

Replace section 2-1.31 with:

2-1.31 RESERVED

Replace section 2-1.33 with the following:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.34A ePRO

Bids must be received by the designated date and time. An electronic bid can be submitted through the 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 the Purchasing Department at Jillian.Cole@pur.sbcounty.gov or at (909) 387-3373.

NOTE: If sending the bid or bid bond to the DISTRICT 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 Department’s mail room then distributed to the DISTRICT. This can cause a delay in the receipt of bids. The District is not responsible for any delays caused by mail service to a different Department location. It is Bidder’s responsibility to ensure bids and bid bonds are received at the San Bernardino County Flood Control District, 825 East 3rd Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.

Delete section 2-1.33B

Add section 2-1.33B(1)

2-1.33B(1) General

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

Replace section 2-1.34 with:

2-1.34 BIDDER’S SECURITY

- All bids/proposals shall be presented either under sealed cover or submitted through the 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 Flood Control District.
- 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.

If the bid is submitted through the ePro, the 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 “San Timoteo Basins Levee Repair” and the name of the bidder clearly marked on the outside, to: San Bernardino County Flood Control District, 825 E. 3rd**

Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.

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

Replace section 2-1.43 with:

2-1.43 BID OPENING

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

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

Replace section 2-1.46 with:

2-1.46 DEPARTMENT'S DECISION ON A BID

The decision by Board of Supervisors (or if informally bid, with the Chief Executive Officer) on the bid amount is final.

The Board of Supervisors (or if informally bid, with the Chief Executive Officer) may reject:

1. All Bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control or management with any other entity submitting a bid on the project.

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

Replace section 2-1.47 with:

2-1.47 BID RELIEF

The Department may grant bid relief under Public Contract Code § 5100 et seq. Submit any request for bid relief to the Department.

AA

3 CONTRACT AWARD AND EXECUTION

Replace 3-1.02B 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.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1 (shown in section 7-1.02K(2)), 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.

Replace section 3-1.04 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 prime bidder submitting a bid directly to the Department for this Project may file a protest of the Department'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 and received physically by the San Bernardino County Flood Control District, 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 Department's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the ability to protest. Untimely protests will not be accepted or considered.
2. 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. Materials submitted after the bid protest deadline will not be considered. 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. A copy of the protest and all supporting documents will be provided to the protested bidder. The protested bidder may submit a written response to the protest within three business days. The response must include all supporting documentation. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest.

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.

Replace section 3-1.07 with:

3-1.07 RESERVED

Replace section 3-1.08 with:

3-1.08 RESERVED

Replace section 3-1.11 with:

3-1.11 RESERVED

Replace section 3-1.18 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 filed out appropriately and signed by the successful bidder and returned within **10 BUSINESS DAYS** after receiving those documents for execution.

Failure of the successful bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the Bidder's Security. The successful bidder may file with the Department 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.

3-1.20 CONFLICT OF INTEREST

The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the Department. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. Contractor shall make all reasonable efforts to ensure that no Department officer or employee, whose position in the Department 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.

3-1.21 FORMER COUNTY OFFICIALS

The Contractor must provide information on former County of San Bernardino 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.

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES

3-1.22A General

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, 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.

3-1.23 REFERENCE CHECKS

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

Add section 3-1.23.

3-1.23 IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

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

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

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

NOT FOR BID

4 SCOPE OF WORK

Add the following:

The project is to repair of approximately of 1,440 linear feet of damaged southern levee between San Timoteo Basin 16, 17, 18, and up to 520 linear feet upstream of Basin 18. The project consists of, but not limited to, clearing and grubbing, excavation, removal/disposal of excess earthen material, compacting native soil and/or fill material, installation of a filter fabric with 1/2-ton ungrouted rock, grouted rock drop structures, installation of native soil cover along the slope, and other items or details not mentioned above that are required by plans, Standard Specifications and these Special Provisions and other work appurtenant thereto.

Add to Section 4-1.06A, General

Supplemental Work – (Unforeseen Differing Site Conditions Associated with Subgrade Stabilization, utility conflicts, and/or repairs due to storm events) - This work shall consist of extra work, related to specified items of work, necessary to address unforeseen conditions of position, location, and/or dimensions of existing underground utilities. 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 (23 CFR 635.109)", 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 & Extra work", of the Standard Specifications.

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

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

Prospective bidders shall include the Contract Amount printed in the proposal for "Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)" as their bid for this contract item.

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 Force Account made for "**Supplemental Work (Unforeseen Differing Site Conditions Associated with Subgrade Stabilization, utility conflicts, and/or repairs due to storm events)**", and no separate payment will be made therefor. The bid amount specified for "Supplemental Work at Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)" is to be considered as a conditional allowance for budgetary and

bidding purposes only. Any payments shall be determined upon direction and approval of applicable force account work by the Engineer, in his or her sole discretion.

NOT FOR BID

5 CONTROL OF WORK

Delete paragraph 9 of section 5-1.01

Replace paragraph 6 of section 5-1.09A with:

The Caltrans's Field Guide to Partnering on Caltrans Construction Projects is available to the project team as a reference. This guide provides structure, context, and clarity to the partnering process requirements. For the guide, go to the Caltrans's Division of Construction website.

Replace item 1 of paragraph 1 of section 5-1.09B with:

1. Select a partnering facilitator that offers the service of a monthly partnering-evaluation survey with a 5-point rating and agrees to follow the Caltrans's *Partnering Facilitator Standards and Expectations* available at the Caltrans's Division of Construction website

Replace paragraph 3 of section 5-1.09C with:

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Caltrans's *Field Guide to Partnering on Caltrans Construction Projects*.

Replace section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit your request in writing to the Department Engineer. The Department 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 Department accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholdings described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

Replace paragraph 6 of section 5-1.13A 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. You are responsible for having any noncompliance corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Your failure to have each subcontract 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.

Add the following after the first paragraph of section 5-1.13B(1).

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

Replace section 5-1.13C with

5-1.13C RESERVED

Replace section 5-1.13D with

5-1.13D RESERVED

Add the following paragraph to section 5-1.20B (1):

Allow personnel from any regulatory agency to enter the project site and view related records to any PLAC at any time to verify compliance with PLACs.

The Contractor must comply with all requirements of documents contained in Brown pages of these Special Provisions which are applicable during construction.

The Contractor must obtain construction permit(s) as required for all work within the County of San Bernardino and the City of Redlands jurisdictions prior to the construction. The Contractor must submit a copy of insurance policy certificate and conform to the permit requirements in performance of work on this project.

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

Replace paragraph 4 in section 5-1.23A with the following:

Each sheet of submittal must include the Department's work order number.

Add to Section 5-1.26, Construction Surveys

The Department will provide surveying and construction staking required for the construction of this project as determined by the Engineer, or his authorized representative. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor, not in conformance with usual and customary practices, and for replacement stakes lost as a result of the Contractor's operations will be the responsibility of the Contractor. The cost of said additional surveying shall be deducted from the Contractor's progress payments. The Contractor must make all requests for construction stakes in writing at least forty-eight (48) hours in advance of the day the survey is required to commence.

Delete paragraphs 2 through 5 in section 5-1.27E.

Add to Section 5-1.32, Areas for Use

The Contractor will be responsible for locating and making all arrangements necessary to obtain and secure an adequate construction yard and/or staging area for his operations.

All operations of the Contractor (including storage of materials) upon District's right-of-way must be confined to areas authorized or approved by the Engineer, or his authorized representative, and when designated, by the applicable environmental archeological, or other project monitor. The Contractor must hold and save the County and District, its officers, and agents, free and harmless from liability of any nature occasioned by Contractor's operations.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer, or his authorized representative, and must be built with labor and materials furnished by the Contractor without expense to the District. Such temporary buildings and utilities will remain the property of the Contractor and must be removed by the Contractor at the Contractor's expense upon the completion of the work.

The Contractor must use only established roadways or construct and use such temporary roadways as may be authorized by the Engineer, or his authorized representative. Permits or written consent from other agencies may be required and will be the responsibility of the Contractor. Where materials are transported in the prosecution of the work, vehicles must not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbing or sidewalks, the Contractor must provide protection against damage. Any damaged roads, curbing, or sidewalks must be repaired by or replaced at the expense of the Contractor.

The Contractor must submit plans for such storage area to the Engineer, or his authorized representative, for review two (2) working days prior to starting construction of the storage area.

All construction yards and/or staging areas must be restored to their original conditions as directed by the Engineer, or his authorized representative, at no additional cost to the District.

Payment for all items covered in this section shall be included under "Bid Items" in the contract amount paid lump sum for "Mobilization" of these Special Provisions and no additional compensation will be allowed therefor.

Space Reserved in section 5-1.36C(2) with

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

Underground Service Alert of Southern California (USA) 1-800-422-4133.

AGENCY CONTACTS

The Following Utility/Municipal Agencies/Businesses Are Listed in The Dig-Alert Contact Look-up For Facilities Purveyors Within The Limits of This Project:

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
Bear Valley Water Company	Goerge Hanson (General Manager) GHANSON@BVMWC.COM	(909) 793-4901
City of Loma Linda	Jarb Thaipair (Director, City Engineer/City Manager) JTHAIPEJR@LOMALINDA-CA.GOV	(909) 799-2811
City of Redlands	Gerard Nepomuceno (Civil Engineer) GNPOMUCENO@CITYOFREDLANDS.CA.GOV	(909) 798-7584
Cogent–Sprint Communications	Jeffery York (OSP Engineer – Southwest) iyork@cogentco.com	(213) 9438931 (O) (949) 773-6227 (C)
Kinder Morgan Energy Partners	Kinder Morgan Personnel – Rommel Rodriguez (R/W Spec.) KMENCROACHMENTSPECIALTIC@KINDERMORGAN.COM	(951) 712-8842 / (951) 544-5444
Spectrum / Charter - Riverside	David Anderson (Construction Supervisor) David.Anderson@CHARTER.COM	(951) 406-1606 (O) (951) 434-1584 (C)
Terradex Inc.	Rin Tran RIN@TERRADEX.COM	(650) 227-3252
Frontier	Danielle Samaniego (Sr. Network Engineer, (OSPE)) DANIELLE.SAMANIEGO@ftr.COM	(909) 488-2719
Utili-Quest For SCE-Desert REG	MAP REQUEST MAPREQUEST@SCE.COM	
Yucaipa Valley Water District	Mia Preciado (Sr. Engineering Technician) MPRECIADO@YVWD.US	(909) 500-1156
Lower Yucaipa Valley Water Company	Larry Curtus – Manager Louiscuri@hotmail.com	(909) 798-1278
MCI (Verizon Business)	INVESTIGATIONS@VERIZON.COM	
Southern California Gas	Eduardo Cruz – Associate Planner SCSEREGIONREDLANDSUTILITYREQUEST@SEPRAAUTILITIES.COM	(213) 231-8318

The Following Utility/Municipalities Agencies/Businesses do not have utilities within the footprint or reach of the proposed project.

NO UTILITY CONFLICTY

The following utilities will be relocated with construction. The Contractor is to allow appropriate working day windows for each relocation:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
City of Loma Linda	No utilities in the project area	Outside the City of Loma Linda
Frontier Communications	No Conflicts	Frontier does not currently have any planned utility work at this location.
Terradex	No Conflicts	Terradex does not have any facilities located within your project area.
SCE (Contact: Kevin Ford)	No Conflicts	SCE does not have any observed facilities conflicting with the proposed project.

The initial written utility notification and preliminary plans were sent to utility agencies on November 2023, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated with construction. The Contractor is to allow appropriate working day windows for each relocation:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
N/A	N/A	N/A

NOT FOR BIDD

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 Redlands	1- Crosses north under San Timoteo Channe's Levee at Refuse Road.	<ul style="list-style-type: none"> • 54" Ø Storm Drain
Kinder Morgan Energy Partner's	2- Parallel to Basins 16 & 17 and crossing diagonal to San Timoteo Canyon Road at Refuse Road	<ul style="list-style-type: none"> • YUMA 20/22" High Petroleum Line. Reference: MP2311005
Yucaipa Valley Water District	3- Traverses parallel to San Timoteo Canyon Road approx. 10ft. north of the City of Redlands southern R/W line.	<ul style="list-style-type: none"> • 16" Ø HDPE Brine line.
Lower Yucaipa Valley Water Co.	4- Traverses parallel to San Timoteo Canyon Road, north Approx. 40ft. north of the City of Redlands southern R/W line.	<ul style="list-style-type: none"> • 16" Ø Irrigation Pipeline

HIGH RISK UTILITIES

The following utility facilities are "HIGH RISK" facilities:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
N/A	N/A	N/A

The Contractor must notify all above utility companies regarding the construction schedule **three weeks** prior to start of work.

If necessary, Contractor shall provide 3-day window, per agency, during construction for any unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

The Contractor must notify **Underground Service Alert** at 1-800-442-4133, or 811, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

The Contractor must protect existing valve cans and manholes in place and raise those that are adjustable to finished grade during paving operations. The Contractor will be solely responsible for coordination of valve can and manhole adjustments with utility owners, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade and manhole adjustments with utility owners.

The Contractor will be responsible for protecting the utilities in place as called out on the plans, these Special Provisions, and as required by utility owners; including providing and designing systems of support for utilities located within the trench excavation and also the arrangements

with utility owners for adjustment or relocation of utility facilities to match lines and grades of finished work. The methods for supporting utility poles, if needed, must conform to the requirements of the owner for each utility affected. It is the responsibility of the Contractor to determine what these requirements are prior to submitting their bid on the project

Surplus excavated material incidental to the protection of utilities must be disposed of **outside of the project right-of-way**.

The contract price paid lump sum for **“Locate and Protect Existing Utilities”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work required as specified in the Plans and these Special Provisions, and as determined by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor. Any damage to the existing utilities and appurtenances caused by the Contractor must be repaired or replaced in kind at the Contractor’s expense.

Replace item 2 in the fourth paragraph of section 5-1.43A with

2. 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 Department and the Contractor shall be resolved in accordance with Public Contract Code section 9204, 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 Department 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.

Replace section 5-1.43F, “Reserved,” with the following:

5-1.43F Civil Action

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

**Risk Management Division
222 W. Hospitality Lane, 3rd Floor
San Bernardino, California 92415-0016**

A copy of the District's standard claim form may be accessed at the Risk Management Division during normal business hours or may be downloaded at <https://www.sbcounty.gov/riskmanagement>.

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

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

NOT FOR BID

AA

6 CONTROL OF MATERIALS

Replace section 6-1.04A with:

6-1.04A RESERVED

Replace section 6-1.04B with:

6-1.04B RESERVED

Delete paragraph 5 from section 6-2.01A.

Replace section 6-2.01B with:

6-2.01B RESERVED

Replace section 6-2.01C with:

See Division IX for approved traffic control devices and signaling equipment.

Replace section 6-2.01D with:

6-2.01D RESERVED

NOT FOR BID

AA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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 paragraph of section 7-1.02K (2) with:

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the County of San Bernardino 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>). The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the District Contracts Division office (address identified above) and shall be made available to any interested party on request.

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.

NOT FOR BID

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 of 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 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/>.

Delete paragraphs 6 through 10 in section 7-1.02K (3).

Add the following at the end of section 7-1.02K(3):

Additionally, 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.

Add the following to the 17th paragraph of section 7-1.04:

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. 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 22nd paragraph of section 7-1.04 with:

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

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.
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day.
3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract

4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane.

Replace the 23rd paragraph of section 7-1.04 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 to the 25th paragraph of section 7-1.04:

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.

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 after the 26th paragraph of section 7-1.04:

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 with:

7-1.05A General

For the purposes of this indemnification section, the term "Department" shall refer to both the San Bernardino County Flood Control District and the San Bernardino County.

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 the Department) (even if the allegations are false, fraudulent, or groundless), and hold harmless the Department and its authorized officers, employees, agents and volunteers ("Indemnitees") from and against any and all claims (including claims against the Department 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 Department 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 Department 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 Department. The Contractor's obligation to defend the Department 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 Department unless the Department 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 of, 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 the 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:

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **San Bernardino County** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (a separate, legal public entity), collectively referred to in this section as the **County**, and the 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 District as well as any other entities named herein to vicarious liability but shall allow coverage for the District 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 District, 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 District 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 District 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 and City or between the District and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the District 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 District 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 District will be promptly reimbursed by the Contractor or District payments to the Contractor will be reduced to pay for District purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the District. 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 District. 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 District'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 District 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 District.

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 any way 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 District 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 District'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 insurance shall cover liability, including, but not limited to, that arising from:

- (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 shall 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 District as well as any other entities named herein as additional insureds. The Contractor shall monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

Delete section 1-1.07B.

NOT FOR BID

8 PROSECUTION AND PROGRESS

Add to Section 8-1.01, General

The Contractor shall start work on September 3, 2024 and work five days a week to complete all tasks required for this project to be completed seventy (70) working

Order of Work:

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

1. **First Order of Work** – The Contractor shall obtain a permit(s) from the City of Redlands (City) for hauling of materials within City streets per application attached elsewhere in Brown Pages section in these Special Provisions. The City does not authorize work within their jurisdiction without a permit. The San Bernardino County Flood Control District is the Lead Agency for this project.
2. **Second Order of Work** – The Contractor shall install the Portable Changeable Message Signs (PCMS) at locations specified in these Special Provisions and as directed by the Engineer.
3. **Third Order of Work** – The Contractor shall inform the Engineer of a construction start date to allow the County-qualified biologist five (5) days prior to construction to complete a preconstruction nesting bird survey.
4. **Fourth Order of Work** – The Contractor shall request the District Surveyors to conduct a monument review to facilitate preservation of existing monuments. Attention is directed to Section 5-1.36D, "Survey Monuments," of the Standard Specifications.
5. **Fifth Order of Work** – The Contractor shall post truck entering and exiting signs at least two (2) days prior to the start dates at locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise of truck entering and exiting dates.
6. **Sixth Order of Work** – The Contractor shall prepare a Quality Control Program (QCP) that outlines the quality control testing to complete the entire project in the field and at the plant. The QCP will be reviewed and approved by the Engineer. The QCP must conform with Section 5-1.01, "General," Section 19-5.03, "Construction," Section 39-2.01A, "General," District QCP, and other sections of the Caltrans 2018 Standard Specifications. The contract lump sum price paid for "**Quality Control Program**" shall include the furnishing of these plans, service, equipment, and work.

Attention is directed to the following Sections: Supplemental Work at Supplemental Work At Force Account (Unforeseen Differing Site Conditions Associated Subgrade Stabilization, utility conflicts, and/or repairs due to storm events), Public Safety, Portable Changeable Message Signs, Traffic Control System, and Earthwork found elsewhere in these Special Provisions.

Nothing in these Special Provisions shall relieve the Contractor of his responsibility to comply and conform with the requirements as stipulated in these Special Provisions.

Except Fourth Order, full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

Add to Section 8-1.02, Schedule

The Contractor must submit a practicable plan and progress schedule for pursuing the work, for approval by the Engineer within 5 working days of approval of the contract, and within 2 working days of the Engineer's written request at any other time. The Contractor may furnish the schedule on a form of the Contractor's choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, the Engineer will also furnish to the Contractor, on request, on or before the last day of each week a copy of the form showing the status of work actually completed during the preceding estimate period. The schedule must show the 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 must be consistent in all respects with the time and order of work requirements of the contract. Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

The Contractor is required to schedule the work so that any storm or other water encountered may proceed without obstruction. The threat of substantial flood runoff in the project area is during the period from approximately October 15th to April 15th each year. The potential for severe flooding is reduced but not eliminated during the period from approximately April 15th to October 15th each year. The Contractor must base the order of work on the flood potential described in this section and in Section "Construction Protection, Diversion, and Control of Water" elsewhere in these Special Provisions.

The Contractor is responsible for protecting everything that is under construction and that has been constructed as part of this project from flooding and erosion. The Contractor's activities cannot damage any upstream or downstream property owners.

The schedule must be updated and revised monthly, showing any changes made to the original schedule. The Contractor must furnish the Engineer with the revised schedule five (5) working days before the next of each week prepared.

If the Contractor is unable to complete the work that he has begun, as stipulated within the approved plan, they must submit an alternative plan, proper implementation of which in the opinion of the Engineer will adequately protect the structural integrity of the work and public safety. This plan is subject to a 1-week review period by the Engineer. The Contractor must implement it within the specified calendar dates.

All construction and testing of the new facility must be completed within the number of working days as stipulated in Section 4 of these Special Provisions.

Replace section 8-1.02C(3)(a) with

Submit a description of your proposed schedule software for authorization.

Software must be compatible with the current version of the Microsoft Windows operating system in use by the Engineer.

Provide the Engineer access for two users to the authorized schedule software or cloud-based solution.

Any proposed schedule software must be capable of:

1. Generating a pdf output showing all project information
2. Comparing 2 schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties
3. Generating files that can be imported into www.smartsheet.com.

Replace Section 8-1.02D with:

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in preparing, furnishing, and updating Critical Path Method (CPM) progress schedules and instructing and assisting the **ENGINEER** in interpretation and clarification of CPM submittals, including those required in relation to approved changes to the contract, as specified in the Standard Specifications and these Special Provisions shall be considered as included in the lump sum for “**Project Progress Schedule**” and no additional compensation will be allowed therefor.

Replace 1st paragraph of section 8-1.03 with

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference.

The following documents are due at the preconstruction conference, unless otherwise directed by the Engineer:

1. Baseline schedule,
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders,
3. Fire Safety Plan,
4. Notice to Residents in English and Spanish,
5. Notice of Materials to be Used,
6. Subcontracting Request,
7. Staging Area Plan,
8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), as applicable,
9. Traffic Control Plan,
10. Proof of approved permits, if applicable,
11. List of personnel assigned to the project,
12. Emergency contact list,
13. List of Equipment to be Used, and
14. Any other information deemed necessary by the Engineer.

Failure to provide the required submittals within the time frame specified may subject the Contractor to being charged working days for each and every day after the submittal due date.

Replace 8-1.04A with

8-1.04A General

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 Engineer will issue a Notice to Proceed, after approval of the Contract. No job site activities are authorized prior to issuance of the Notice to Proceed with construction.

Replace 8-1.04B 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. Start jobsite activities **within 15 working days** after issuance of the Notice to Proceed with Construction. The first working day will be counted as the first day of job site activities or the 5th working day after the issuance of the Notice to Proceed with Construction, whichever occurs first.

The Department does not adjust time for starting before the First Working Day.

Diligently prosecute the work to completion before the expiration of the number of working days listed in the Notice to Bidders.

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

SEVENTY (70) 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.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 work location, submit a separate notice for each location.

Replace 8-1.10A, "General," with

8-1.10A General

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

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

The Contractor shall pay the Department the sum of

FORTY EIGHT HUNDRED (\$4,800) PER DAY

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

Replace the third and fourth paragraphs of 8-1.10A with:

The Contractor shall pay the Department the amount listed in the Notice To Bidders for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

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9 PAYMENT

Replace Section 9-1.02D with:

9-1.02D RESERVED

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

Replace the 16th paragraph in section 9-1.03 with

Pay subcontractors within 7 days of receipt of each progress payment under Business and Professions Code section 7108.5.

Replace section 9-1.07 with

9-1.07 RESERVED

Add the following paragraphs to section 9-1.16A

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

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

20104.50.

- (a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than

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

- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
- (e) For purposes of this article:
 - (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
 - (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- (f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

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

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

Add the following paragraph to section 9-1.16C.

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

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

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

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

Replace section 9-1.16F with

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

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

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

Replace 9-1.17D(1) with

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

On the Contractor's approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Department will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.030, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files a claim(s), the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Department will pay the sum so found to be due. Such semifinal estimate and any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.030, "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 20104.6," of these Special Provisions.

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

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

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

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

9-1.17D(2)(a) RESERVED

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

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

Replace section 9-1.22 with

9-1.22 CIVIL ACTION

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

NOT FOR BID

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DIVISION II GENERAL CONSTRUCTION

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10 GENERAL

Add to Section 10-1.01, General

All work shall be done in substantial conformance to the improvement plans, the Standard Specifications of the State of California, Department of Transportation, the Standard Plans found in the Special Provisions and these Special Provisions.

1. The Contractor performing work on this project must familiarize themselves with the site and will be solely responsible for any damage to existing facilities or dwelling resulting directly or indirectly from its operations, whether or not shown on the improvement plans.
2. Upon receiving the notice to proceed, the Contractor is required to notify the various utility agencies of its planned activities and must maintain contacts with agencies as necessary.
3. The Contractor must make every effort to minimize disruption to traffic and to residences and/or businesses that could be impacted by the project. The Contractor must also provide necessary assistance to affected parties who need access to their mode of transportation.
4. The Contractor must provide proper temporary traffic control to allow Birch Creek Lane to remain open to thru traffic at all times. The Contractor shall submit a traffic control plan to the Engineer for review and approval.
5. The Contractor must notify all property owners of road closure conditions and status updates.
6. During construction, **on both approaches of San Timoteo Canyon Road**, the Contractor must install two (2) Portable Changeable Message Signs (PCMS) one (1) week prior to construction and during construction to alert motorists of the upcoming work.
7. In the event trash cans are to be rolled away to facilitate construction activities, the Contractor must tag each trash bin with the appropriate address and return the bins to their respective locations.
8. The Contractor is responsible for providing temporary mailboxes and coordinate with the postal service to maintain uninterrupted mail services.
9. During construction adjacent to public roads, the Contractor shall place temporary fencing (Type CL-6) at the trench when construction activities are not in progress.

NOT FOR BID

10. The Contractor must repair or replace any paving outside the areas shown on the plans for replacement or overlay which is damaged as a result of the Contractor's operations.
11. The Contractor must prepare and deliver notification door fliers to residents one week in advance of construction that impacts them. The notifications must include a description of the project and of impacts to the residents, and the dates of the impact. Impacts may include, but are not limited to, disruption of traffic, limitations on vehicular access, interruption of utility services, arrangements for trash and mail service, and advisement of pedestrian access. The notifications must be submitted to the Engineer, or his authorized representative, for approval prior to being delivered.

There may be other requirements shown on the improvement Plans, the Standard Specifications, and these Special Provisions. It is the Contractor's responsibility to familiarize themselves with all of the requirements.

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

Add to Section 10-1.02E, Excavation

This work shall consist of furnishing, implementing, maintaining and removing protective measures for excavation(s) in excess of 5 feet that adequately provide protection from hazards of caving ground, conforming to the provision in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications; Section 6705 of the Labor Code; Section 832 of the Civil Code; Article 6, Subchapter 4, Chapter 4, Title 8 of the California Code Regulations; and these Special Provisions.

Unless otherwise certified in writing by a Geotechnical Engineer or a Registered Civil Engineer with geotechnical experience, soil type for the purposes of designing trench/excavation safety measures shall be considered to be classified in accordance OSHA. The Contractor is solely responsible for damages resulting from its failure to prevent collapse or failure of excavations under all load conditions encountered during construction.

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. Provisions in this section pertaining to "increases" shall not apply to increases in trench/excavation safety measures due to changes in the types of soil or other conditions upon which are based designs of such measures, except as provided in Section 4-1.05B, "Work-Character Changes."

Unless otherwise specified, Contractor must obtain, at no additional cost to the District, such licenses, permits, or approvals as may be required from adjacent property owners, and/or owners of easement rights overlying Contractor's work site(s), relating to trench/excavation safety and protection of said owner's property, equipment, or existing facilities from damage arising from caving ground in vicinity of Contractor's excavations(s).

The Contractor is fully responsible for designing, providing, installing, and maintaining adequate shoring systems as necessary and in accordance with "OSHA" requirements to prevent slides or cave-ins and to fully protect from damage all existing improvements of any kind, either on public or private property. The shoring plans must be signed and wet stamped by either a Civil Engineer with expertise in shoring design, or a Structural Engineer, both of

whom must be licensed in the State of California. Shoring must be removed before the end of the project.

In making excavations for the project, the Contractor shall be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property as set forth in the "Trench and Excavation Safety/Temporary Shoring" section of these Special Provisions.

Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications requires submittal of an Excavation Safety Plan at least five (5) working days (or four (4) weeks for plans which required engineer stamps) before the Contractor intends to begin excavation. Plan must be considered to be amended to comply with any conditions for necessary permits, licenses, or approvals that exceed said requirements, at no additional cost to the District. Trench/excavation safety measures for excavations greater than five (5) feet in depth with side slopes less than 1:1 must be designed and stamped by a California licensed professional Civil or Structural Engineer.

Entities from which licenses, permits, or approvals shall be obtained for this project are State Department of Industrial Relations and/or Division of Occupational Safety.

Payments for meeting the requirements of this section will be based upon lump sum item price shown in the Contractor's bid. At the Engineer's or his authorized representative's, sole discretion, linear measure of excavations, volume measure of excavations, or related working days will be used to determine progress and final payments when adequate methods addressed in the Contractor's Trench/Excavation Safety plan have been accomplished and maintained.

The contract price paid lump sum for "**Trench and Excavation Safety/Temporary Shoring**" shall be considered to include conforming to the requirements of this section and furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to investigate soil and other conditions and design, provide, install, maintain, and remove adequate sheet piling, shoring, bracing, lagging, cribbing, piling, shielding, benching and sloping, etc. [or any combination thereof] to maintain safe working conditions and adequate ventilation in and around any otherwise unsupported excavation five feet or greater in depth, necessary to construct the work in accordance with the plans, Standard Specifications, and these Special Provisions, and in accordance with the Contractor's selected methods of construction and no additional compensation will be allowed therefor.

Add to Section 10-6, Watering

The Contractor must provide, at their own expense, all necessary power required for all operations under this contract. In the event generators are required for power, they must be supplied by the Contractor. The Contractor must provide and maintain in good order such power equipment and installation so as to be adequate to perform all the required work in a safe and satisfactory manner.

Full compensation for developing a supply of water required for the work, including work paid for as extra work, and full compensation for providing power as necessary for the work, shall be considered as included in the price paid lump sum for "**Develop Water and Power Supply,**" and no additional compensation will be allowed therefor. Monthly Progress Payments

will be pro-rated over the life of the project on a ratio of the working days charged to the number of working days specified in the Contract.

NOT FOR BID

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-3.32A General

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

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

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

The Contractor's attention is directed to the Permits (Brown Pages) attached 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 Department.

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.

Add to Section 12-3.32D Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for placing Portable Changeable Message Signs shall be considered as included in the contract price paid each for "**Portable Changeable Message Signs (PCMS)**" bid item and no additional compensation will be allowed therefor.

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 PCMSs shall be maintained and relocated, if necessary, as determined by the Engineer during construction. The following are recommended locations:

1. **On San Timoteo Canyon Road**, North of Frontage Road.
2. **On San Timoteo Canyon Road**, South of Frontage Road.

Add to Section 12-4.02A 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 provisions 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 Contractor shall submit a haul route plan to the Engineer for approval prior to construction. The Contractor shall revise the haul route plan as required and shall comply with the requirements of the haul route plan.

Traffic control shall include keeping the entrance to the job site clean of debris, and construction equipment must obey traffic rules when entering or leaving the construction site.

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 their personal and business operations. Convenient access for mail, other delivery services, and trash services shall be included in the definition of "personal and business operations".

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work. The Contractor is responsible for notifying adjacent residents and businesses of the work schedule, either by verbal contact or door notices, including furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work and notifying the California Highway Patrol 24 hours prior to such posting to legally tow away interfering vehicles or objects.

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

Work that interferes with public traffic shall be performed only between 8:00 a.m. and 4:00 p.m.

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.

Where vehicular access to the adjacent property must be restricted, the work must be selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance (no more than 500 feet) from their homes and/or destination.

Any open excavations that are left during non-working periods must be additionally fenced and marked to prevent entrance by pedestrians.

All traffic controls and safety devices, equipment, and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, marking, and flagging equipment must be provided and maintained in a "like new" and properly operating condition.

Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas must be removed completely and promptly. All stockpile and/or storage areas must be kept in a safe, neat, clean, orderly fashion, and must be restored to equal or better than original condition upon completion of the work.

Should the Contractor be neglectful, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein, the District reserves the right to correct and/or mitigate any situation, which in the sole opinion of the Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's expense, and will deduct the cost therefor from the Contractor's progress and/or final payments. Such corrective action taken by the District shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the District and its agents.

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 the hours of 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.

When applicable, the approved "Temporary Traffic Control Systems" Standard Plans are 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 2015 Standard Plan RSP T10, in the List of Standard and Special Drawings (Green Pages). The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for 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 determined by the Engineer.

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

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

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).

Add to Section 12-4.04D, Payment

Full compensation for conforming to the requirements in the Standard Specifications and these Special Provisions, including furnishing, erecting, maintaining all labor, materials (including all traffic control components and haul route plan), tools, equipment, and incidentals and for doing all the work involved in placing, removing any additional construction area signs, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as determined by the Engineer, or his authorized representative, shall be considered as included in price paid lump sum 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, other traffic control and detour components, which the Contractor may deem necessary, shall be considered as included in the contract price paid lump sum for **"Traffic Control System"** and no additional compensation will be allowed therefor.

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

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

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

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.

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

AA

13 WATER POLLUTION CONTROL

Add to the end of section 13-3.01A

This Project's risk level is 1

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

The following SARWQCBs will submit a SWPPP to the California Construction General Permit:

- 1. Santa Ana Regional Water Quality Control Board

Add to Section 13-3.01C Submittals

This project shall conform to the modifications thereto. The Contractor must therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and stormwater and non-stormwater discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Sections 7, "Legal Relations and Responsibility to the Public," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

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

STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS

The District has prepared a Draft Stormwater Pollution Prevention Plan (SWPPP) for the project. The Draft SWPPP provides the general stormwater approach for the project and the minimum necessary Best Management Practices (BMPs). The Draft SWPPP is not to be considered a final and complete document. The Final Project SWPPP must be prepared by the Contractor's Qualified SWPPP Developer (QSD), additionally reviewed and approved by the District, and submitted to the SWRCB. The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the Contractor's project approach.

One (1) editable (docx) digital copy of a Draft SWPPP, prepared by the Contractor, must be submitted to the Engineer, or his authorized representative, for review and acceptance 15 working days prior to the start of construction activities. Upon approval by the Engineer, three (3) final signed hardcopies and one (1) editable (unlocked pdf) digital copy of the Final SWPPP must be submitted to the Engineer. No work having potential to cause water pollution must be performed until the SWPPP has been approved by the Engineer, or his authorized representative. The Contractor must keep one (1) hard copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP must be made available upon request by a representative of the RWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the

Engineer, or his authorized representative. The Contractor must notify the Engineer, or his authorized representative, immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. The Contractor must immediately send copies of all correspondence, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer, or his authorized representative.

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

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

For Risk Level 2 and 3, the Contractor must notify the Engineer, or his authorized representative of a likely rain event that is defined as a forecast of 50% or greater probability of precipitation in the project area and submit to the Engineer, or his authorized representative, the REAP three (3) business days prior to such event. The REAP form to be used for a rain event is included in the Permits and Agreements section (Brown Pages) of these special provisions.

For Risk Level 2 and 3, the Contractor must comply with General Construction Permit for sampling and testing procedure. In the event that any effluent sample exceeds an applicable numeric action level (NAL), Risk Level 2 dischargers must electronically submit all storm event sampling results to the Engineer, or his authorized representative, no later than eight (8) days after the conclusion of the storm event. All Risk Level 3 dischargers must electronically submit all storm event sampling results to the Engineer or his authorized representative no later than four (4) days after the conclusion of the storm event.

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

If the Contractor or the Engineer, or his authorized representative, identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency must be corrected immediately unless requested by the Contractor and approved by the Engineer, or his authorized representative, in writing, but must be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this Section, "Water Pollution

Control.” If the Contractor fails to conform to the provisions of this Section, “Water Pollution Control,” the Engineer, or his authorized representative, may order the suspension of construction operations until the project complies with the requirements of this section.

WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

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

The sum of the amounts for the items of work listed in the Water Pollution BMP budget must be equal to the contract price bid for “**Stormwater Pollution Prevention Plan Implementation**”.

The Contractor is responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of “**Stormwater Pollution Prevention Plan Implementation**” will not be made until the Water Pollution BMP budget is approved by the Engineer, or his authorized representative. Overhead and profit must be included in the individual line items listed in the Water Pollution BMP budget.

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

WATER POLLUTION BMP BUDGET (SAMPLE) (MINIMUM QTYS ARE SHOWN)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
FBS	Fence Block Surface	LF			
EC-1	Scheduling	LS			
EC-3	Hydraulic mulch	SY			
EC-4	Hydroseeding	SY			
EC-5	Soil binders	SY			
EC-6	Straw mulch	SY			
EC-7	Geotextiles	SY			
EC-8	Wood mulching	SY			
EC-9	Earth dikes/swales	LF			

EC-10	Outlet protection	EA			
EC-11	Slope drains	EA			
EC-12	Streambank stab.	LS			
SE-1	Silt fence	LF			
SE-2	Sediment basin	EA			
SE-3	Sediment trap	EA			
SE-4	Check dam	EA			
SE-5	Fiber rolls	LF			
SE-6	Gravel bag berm	LF			
SE-7	Street sweeping	LS			
SE-8	Sandbag barrier	LF			
SE-9	Strawbale barrier	LF			
SE-10	Storm Drain Inlet Protection	EA			
WE-1	Wind erosion	LS			
TC-1	Stabilized construction entrance/exit	EA			
TC-2	Stabilized construction roadway	EA			
TC-3	Entrance/outlet tire wash	EA			
NS-1	Water conservation practices	LS			
NS-2	Dewatering Operations	EA			
NS-3	Paving and grinding operations	LS			
NS-4	Temporary Stream crossing	EA			
NS-5	Clear water diversion	EA			
NS-6	Illicit Connection – Illegal Discharge Connection	LS			
NS-7	Potable water	LS			
NS-8	Vehicle equipment cleaning	LS			

NS-9	Vehicle equipment fueling	LS			
NS-10	Vehicle and equipment maintenance	LS			
NS-11	Pile driving operations	LS			
NS-12	Concrete curing	LS			
NS-13	Material and Equipment use over water	LS			
NS-14	Concrete finishing	LS			
NS-15	Structure demolition	LS			
WE-1	Wind Erosion	LS			
WM-1	Material delivery and storage	LS			
WM-2	Material use	LS			
WM-3	Stockpile management	LS			
WM-4	Spill prevention and control	LS			
WM-5	Solid waste management	LS			
WM-6	Haz. Waste management	LS			
WM-7	Contaminated soil management	LS			
WM-8	Concrete waste management	LS			
WM-9	Sanitary/septic waste mgmt.	LS			
WM-10	Liquid waste management	LS			

TOTAL AMOUNT: \$

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

The quantities mentioned above are minimums; therefore, the Contractor must increase these quantities, if deemed necessary during construction, and without additional cost to the District.

The approved BMP budget will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water

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

Unless otherwise specified in writing, upon approval of the SWPPP and the BMP budget, the Contractor is responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and the BMP budget including temporary material stockpile areas.

It will be the Contractor's responsibility to update the SWPPP during construction. All inspection reports, implemented BMP modifications and repairs, weather reports and other pertinent data must be documented and incorporated into the SWPPP. Upon completion of the project a copy of the updated plan must be transmitted to the Engineer.

Replace Section 13-3.04 Payment with

PAYMENTS AND PENALTIES

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

Attention is directed to Section 9-1.16, "Progress Payments," and Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications. Payments for preparing the Final SWPPP will be made as follows:

- A. After the Final SWPPP has been approved by the Engineer, 75 percent of the contract item price to prepare the Final SWPPP will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications and upon receipt of the final updated plan, payment for the remaining 25 percent of the contract item price to prepare the Final SWPPP will be made in conformance with the provisions in Section 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications.

The contract price paid lump sum for "**Stormwater Pollution Prevention Plan Implementation**" shall include full compensation for furnishing labor, materials, tools, equipment, and incidentals for doing all the work involved in implementation of the plan including installing, constructing, maintaining, inspection, reporting, and removing and disposing of water pollution control systems and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer, or his authorized representative. Monthly progress payments will be based on percentage of working days.

No progress payment shall be made for "Stormwater Pollution Prevention Plan Implementation" should the Contractor fail to implement BMP's and/or SWPPP requirements

(inspection, maintenance & repair, REAP, monitoring and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event. The Engineer shall take deductions in the amount of one-thousand dollars on a monthly basis for each failure to submit required documents and/or failure to maintain BMPs (i.e. weekly inspection reports, amendments, training logs, street sweeping, maintaining rumble plates, etc.). Taking a deduction does not relieve the Contractor from his responsibility for submitting said documents or completing said maintenance.

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

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

RETENTION OF FUNDS

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract.

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

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

- A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, "Water Pollution Control," will be released for payment on the next monthly estimate for partial payment following the implementation and maintenance of corrections and when water pollution has been adequately controlled, as determined by the Engineer, or his authorized representative.

- B. During the period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the District may retain an amount equal to 25 percent of the estimated value for the contract work performed.

Add to Section 13-12 Temporary Creek Diversion System

CONSTRUCTION PROTECTION, DIVERSION AND CONTROL OF WATER

This work shall consist of devising, installing, maintaining, and removing measures necessary to protect the project against the intrusion of water, including but not limited to, storm water, ground water, mud, and any flows carrying deleterious matter, as well as protection of public and private property. Such work shall be in accordance with provisions in Sections 13, "Water Pollution Control," "Contractor's Responsibility for the Work and Material," and "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications, and these Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until the acceptance of the contract, the Contractor shall have the charge and care of the work and of the materials to be used therein (including materials for which the Contractor has received partial payment as provided in Section 9-1.16, "Progress Payments," or materials which have been furnished by the District and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in Sections 7-1.03, "Public Convenience," and 5-1.37, "Maintenance and Protection" and 5-1.38, "Maintenance and Protection Relief." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in "Damage by Storm, Flood, Tsunami or Earthquake," and in Section 19-2.03F, "Slides and Slipouts," and except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the District or which have been furnished by the District. Storage by the Contractor shall be on behalf of the District and the District shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

DAMAGE BY STORM, FLOOD, TSUNAMI, OR EARTHQUAKE

Attention is directed to "Contractor's Responsibility for the Work and Materials." In the event damage to the work is caused by a storm, flood, tsunami, earthquake or other natural disaster which constitutes an "Occurrence," as hereinafter defined, the provisions in this Section shall be applicable, and the Contractor may apply in writing to the Engineer for the District to pay or participate in the cost of repairing damage to the work from that cause or, in lieu thereof, and at the sole discretion of the Department, terminate the contract and relieve the Contractor of further obligation to perform the work, subject to the following:

- A. Occurrence — “Occurrence” shall include tsunamis, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and storms, floods, and other natural disasters as to which the Governor has proclaimed a state of emergency when the damaged work is located within the territorial limits to which the proclamation is applicable or, which were, in the opinion of the Engineer, of a magnitude at the site of the work sufficient to have caused such a proclamation had they occurred in a populated area or in an area in which such a proclamation was not already in effect.
- B. Application by Contractor — The Contractor’s written request for the District to pay or to participate in the cost of rebuilding, repairing, restoring, or otherwise remedying the damage to the work caused by the Occurrence shall be submitted to the Engineer before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.
- C. Protecting the Work from Damage — Nothing in this section shall be construed to relieve the Contractor of the responsibility to protect the work from damage. The Contractor shall bear the entire cost of repairing damage to the work caused by the Occurrence which the Engineer determines was due to the failure of the Contractor to comply with the requirements of the Plans and Specifications, take reasonable and adequate measures to protect the work or exercise sound engineering and construction practices in the conduct of the work, and those repair costs shall be excluded from consideration under the provisions of this section.
- D. Repair Work — Repair of damaged work under the provisions of this section shall be pursuant to a contract change order issued hereunder and specifying the repair work to be performed on the damaged facility. The repair work shall consist of restoring the in-place construction (for the purposes of this section erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the work had advanced prior to the Occurrence. Emergency work which the Engineer determines would have been part of the repair work if it had not previously been performed, will be considered to be part of the repair work.

The Department reserves the right to make changes in the plans and specifications applicable to the portions of the work to be repaired, and if those changes will increase the cost of repairing the damage over the Engineer’s estimate of the cost of repair without the changes, the Contractor will be paid for the increased costs in accordance with Subsection E and the increased cost amount shall not be considered in determining the cost of repair to be borne by the Contractor under Subsection F.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools, and equipment (except erected falsework and formwork) used to perform the work, or to relieve the Contractor of responsibility under Section 7-1.05 “Indemnification” and 7-1.06 “Insurance.” The provisions of this section shall not be applicable to the repair of damage caused by an Occurrence to any portion of the work as to which the Contractor has been granted relief from maintenance and responsibility pursuant to Section 5-1.37, “Maintenance and Protection,” or to the removal of slides and slipouts or the repair and restoration of damage to the work resulting from slides and slipouts pursuant to Section 19-2.03F, “Slides and Slipouts.”

E. Determination of Costs — Unless otherwise agreed between the Engineer and the Contractor, the cost of the work performed pursuant to this Section will be determined in conformance with the provisions in Section 9-1.04, “Force Account Payment,” except there shall be no markup allowance pursuant to Section 9-1.04A, “General,” unless the Occurrence that caused the damage was a tsunami or earthquake. The cost of emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the plans and specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection E.

F. Payment for Repair Work — When the Occurrence that caused the damage was a tsunami or earthquake, the District will pay the cost of repair determined as provided in Subsection E, that exceeds 5 percent of the amount of the Contractor’s bid for bid comparison purposes.

When the Occurrence that caused the damage was a storm, flood, or other natural disaster, the District will participate in the cost of the repair determined as provided in Subsection E in accordance with the following:

1. On projects for which the amount of the Contractor’s bid for bid comparison purposes is \$2,000,000 or less, the District will pay 90 percent of the cost of repair that exceeds 5 percent of the amount of the Contractor’s bid for bid comparison purposes.
2. On projects for which the Contractor’s bid for bid comparison purposes is greater than \$2,000,000, the District will pay 90 percent of the cost of repair that exceeds \$100,000.

G. Termination of Contract — If the Department elects to terminate the contract, the termination, and the determination of the total compensation payable to the Contractor shall be governed by the provisions of Section 8-1.14, “Contract Termination.”

It is anticipated that storm surface, ground, or other waters will be encountered at various times and locations during construction. Increased risk of storm runoff must be anticipated during any period between October 15th and April 15th of the following year and during late summer in the desert. Such waters may interfere with the Contractor’s operations and may cause damage to adjacent or downstream private and/or public property by flooding or erosion if not properly controlled. In submitting a bid, the Contractor acknowledges such risks and assumes all responsibility therefor, except as otherwise provided in **DAMAGE BY STORM, FLOOD, TSUNAMI, OR EARTHQUAKE** in these Special Provisions.

The Contractor assumes full liability for damages to public and private property adjacent to and downstream of the project site resulting from failure to control, contain, or divert storm water, ground water, or other water flows entering the project site from any source, or arising from damage to water carrying facilities within the project site during construction.

Construction site(s) must be de-watered as necessary to protect the work. Sub-grades, regardless of constituent materials must be kept drained and free of water throughout the working period.

It will be the Contractor's responsibility to dewater the channel and any groundwater encountered during construction. Prior to start of work the Contractor must submit a plan showing the proposed method of dewatering, construction protection, diversion, and control of water to the Engineer for District approval. Approval of the plan by the Engineer shall in no way transfer responsibility or liability for dewatering to the Engineer and/or Flood Control District. Any temporary grading authorized as part of the plan must be returned to its pre-project existing condition at completion of the project as directed by the Engineer.

The Contractor, after initial dewatering, must continue to take protective measures to protect the project area from all storm flows, existing surface flows, groundwater, mud, and other deleterious matter. Dewatering facilities must be maintained until all flows can be handled by the new drainage facilities.

Attention is directed to the requirements in these Special Provisions for Stormwater Pollution Prevention Plan (SWPPP). Incorporated in the erosion control plans thereunder shall be a scheme of operations and all methods proposed for dewatering and/or protection against potential damage to the work within the project limits. Said erosion control plans will be the basis for inspection of protective measures by the Engineer, or his authorized representative, and must be amended by, or under the direction of, the professional engineer who finalized and signed the plans to reflect actual construction practices or changes of conditions at the work site(s). Except as otherwise allowed in this section, the Contractor will bear full responsibility for the adequacy and effectiveness of protective measures.

Erosion control plans must be coordinated with the SWPPP required under this contract, and payment for revision, submittal, implementation, and amendment of the erosion control plans shall be considered as included in the contract price paid for "**Prepare Storm Water Pollution Prevention Plan**".

Full compensation for furnishing all labor, equipment, materials, tools, and incidentals and for doing all work necessary to devising, installing, maintaining, and removing measures necessary to protect the project against the intrusion of water, including but not limited to, storm water, ground water, mud, and other deleterious matter, and for extra work costs for clean-up, repair, restoration, or replacement of damaged work up to stated limits shall be considered as included in the contract price paid lump sum for "**Construction Protection, Diversion and Control of Water/ Dewatering,**" and no separate payment will be made therefor.

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01 General

The Contractor shall adhere to, abide by, implement, monitor, test, report, and correct all work in relation to and required by the permit conditions and mitigation requirements (Brown Pages), including those requirements per law, regulation, code or other legal or regulatory requirements, those included in these specifications and appendices, and as directed by the Engineer, or his authorized representative.

Full compensation for furnishing all labor, equipment, materials, tools, and incidentals and for doing all work necessary to comply with these requirements shall be considered as included in the contract price paid lump sum for “**Environmental Mitigation**” and no separate payment will be made therefor.

Environmental Mitigation Measures must comply with sections 5-1.205 “**Permits, Licenses, Agreements, and Certifications**”, and 5-1.36 “**Property and Facility Preservation**” of the Standard Specifications and all project regulatory permits (Brown Pages) attached elsewhere in these Special Provisions.

The following conditions, which pertain to construction activities, have been extracted from the Environmental Management Division’s Interoffice memo dated August 16, 2021, for the project and listed here for a clear definition of the Contractor’s responsibilities for compliance.

NO CONSTRUCTION ACTIVITIES MAY OCCUR FROM MARCH 15 THRU AUGUST 31:

- Per the San Timoteo permit (USACE – USFWS Letter), Construction must occur outside of March 15 – August 31.

GENERAL CONDITIONS:

- Access and Staging: Access for construction will be within existing access routes used in San Timoteo Basins 16-18 and through construction of a temporary access road along the southern slope upstream of Basin 18 as shown on the construction drawings.
- Equipment staging will occur at established locations along existing maintenance access roads and stockpiling will occur within designated stockpile areas approved under federal and state permits.

BIOLOGICAL RESOURCES CONDITIONS:

- Contractor shall make regulatory permits and related documents, readily available at the Project site at all times and shall be presented to state, federal, or local agency personnel upon request. Copies of regulatory permits shall be provided to contractor, subcontractors, inspectors and monitors.
- The project limits will be staked and areas outside these limits shall be avoided. Native vegetation within the project limits will be avoided to the greatest feasible extent.
- A Worker Awareness Training Program (WEAP) will be implemented by a Flood Control District (District) biologist or District-procured biologist. Training will be provided to employees onsite include discussion of jurisdictional resources, nesting birds, plants, wildlife resources, spill prevention and containment, jurisdictional resources, designated work areas, and penalties for regulatory permit violations.
- Construction will occur outside bird nesting season to avoid impacts to protected (listed) species.

A preconstruction survey will be completed 3 days prior to construction, including a burrowing owl survey, by a District biologist or District-procured biologist.

- Vegetation clearing will occur outside of nesting bird season, September 1 through March 14.
- A qualified biological monitor procured by the District will be onsite during ground disturbing and vegetation management activities.
- Native vegetation along the slopes will be avoided during bank repair activities to the greatest extent feasible. In the event there is substantial erosion on the slope, the erosion will be repaired without impacting adjacent vegetation.
- Native topsoil will be set aside during construction, and reapplied to site prior to project completion to ensure restoration success. Restoration will be completed outside the construction project.
- Contractor will recontour disturbed areas within the project limits in a way to ensure maximum vegetation restoration success. Contractor will coordinate with District engineering and District-procured restoration staff on final grading/recontouring prior to project completion. Previous stockpiled native soil will be redistributed onsite prior to site restoration by Contractor.
- All trash and debris will be removed prior to completion of project.

WATER QUALITY BEST MANAGEMENT PRACTICES:

- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for the project by the Contractor unless it qualifies for a waiver. If a waiver is received, the appropriate Best Management Practices (BMPs) will continue to be employed.
- Contractor shall implement the Best Management Practices (BMPs) to prevent erosion and discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum control of erosion, sediment, and pollution. Contractor shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as welded-weave monofilament netting (erosion control matting) or similar material, within and adjacent to regulated waters. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be certified free of nonnative plant materials. Fiber rolls or erosion control mesh that will be left within jurisdictional waters for more than 14 days shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. BMPs should also prevent the transfer and spread of invasive species. Potential pollutant discharges include products of erosion, construction waste materials, dewatering waste, waste earthen materials from work within surface waters, and small amounts of petroleum products.
- Contractor shall inspect all vehicles and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site.
- Equipment maintenance, staging and dispensing of fuel, oil, coolant or any other such activities shall occur in designated areas. These designated areas shall be located in such a manner as to prevent any run-off from entering the creek bottom.
- Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the creek. Any such materials placed within or where they may enter a lake, streambed, or flowing stream shall be removed immediately.
- All equipment or vehicles driven and/or operated within or adjacent to a streambed or channel

shall be checked daily and maintained as need to prevent deleterious material leaks.

- No equipment maintenance shall be done within or near any streambed, wash, or wetland where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- Any Water Diversion or Dewatering Plan required must be submitted to the District for review and approval. The District will forward any Plan to the respective State and federal permitting agencies.

AIR QUALITY CONDITIONS:

- Access roads used, stockpile and excavation sites will be watered 2-3 times daily to reduce fugitive dust during construction.

CULTURAL RESOURCES CONDITIONS:

- While no cultural resources are anticipated to be found within the project area, if buried cultural deposits are encountered during any phase of construction, project activities in the vicinity of the resources will be temporarily halted and District staff will consult with a qualified archaeologist. In addition, if human remains are discovered, the Contractor, in coordination with the District, shall halt disturbance until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the human remains are determined to be prehistoric, the coroner will notify the Native American Historic Commission, which shall take appropriate actions relative to notifying descendants and potential removal and nondestructive analysis of human remains.
- Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction within waters within the Corps Permit Area of either human remains, archaeological deposits, or any other type of historic property, the District shall notify the Corps Regulatory Project Manager (Shannon Pankratz at 213-452-3412) and the Corps' Regulatory Archaeology Staff (Daniel Grijalva at 760-520-4736) within 24 hours. The Contractor in coordination with the District shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Contractor in coordination with the District shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re- authorizes project construction, per 36 C.F.R. Section 800.13.

NOISE:

- Construction activities will be limited to daytime hours and will conform to local noise standards per San Bernardino County Development Code. Grading and construction activities will be limited to the hours between 7:00 a.m. and 7:00 p.m. Noise levels will be restricted to the periods and days permitted by the local noise or other applicable ordinance, unless special circumstances warrant work beyond these hours or noise limits.
- Construction equipment shall meet applicable noise ordinances.

REPORTING CONDITIONS:

- Contractor shall provide the following data to the Resident Engineer at the end of the project: 1) duration of activities, 2) dates that work was done within the creek (facility bottom), 3) methods/equipment used to conduct activities, 4) quantity of sediment removed, 5) quantity and type of vegetation removed, 6) water quality BMPs employed, and 7) a copy of the as-built drawings. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches.

15 EXISTING FACILITIES

Add to Section 15-1.03A General

Remove, Dispose, and Replant of Trees and Plants – This work shall consist of removal and disposal of existing vegetation at the locations shown on the plans.

Existing vegetation at locations shown on the Plans shall be removed as directed by the Engineer. The removed vegetation shall be disposed of outside the District’s right of way in accordance with the provisions in Section 14-10, “Solid Waste Disposal and Recycling,” Section 14-11, Hazardous Waste and Contamination,” and Section 17-2.03D, “Disposal of Materials,” of the Standard Specifications.

Replanting vegetation at locations as called out in the Plans or as directed by the Engineer. The planting shall consist of pole cuttings form upstream of Basin 18 in the cutting area. Plant pole cuttings 24” apart. Do not plant in the drop structure areas.

Add to Section 15-1.04 Payment

Remove, Dispose, and Replant of Trees and Plants – Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal, disposal, and replanting of plants shall be considered as included in the contract price paid lump sum for “**Remove, Dispose, and Replant of Trees and Plants**” and no separate payment will be allowed therefor.

NOT FOR BID

AA

DIVISION III EARTHWORK AND LANDSCAPE

AA

17 GENERAL

Add to section 17-2.01

Do not sell or give away materials from improvements to the general public at the job site. The Contractor may sell materials to duly licensed contractors and material vendors provided that materials are removed from the job site.

Any trash or debris found in the District right-of-way shall be removed and disposed of outside the District right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, and "Hazardous Waste and Contamination," of the Standard Specifications.

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

The Contractor shall remove temporary flagging, fencing, and/or barriers from the project site and vicinity of areas upon completion of the project activities.

Add to Section 17-2.04 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for clearing and grubbing work shall be considered as included in the contract price paid lump sum for "**Clearing and Grubbing**" bid item and no additional compensation will be allowed therefor.

NOT FOR BID

19 EARTHWORK

Add to Section 19-2.01A General

Excavation bid items shall include excavating, removing, hauling, and disposal of all excess material encountered except materials included in "Clearing and Grubbing" and is mainly intended to include excavation of aggregate and subgrade materials as needed for storm channel construction.

The material to be removed may include, but is not limited to, aggregate base course, earth, hardpan, silt, clay, sand, gravel, cemented sand and gravel, large rocks, boulders, adobe, detached pieces of stones and concrete, rock fills, existing fills of miscellaneous debris and rubbish, concrete, metal, and other unsuitable materials.

Where it becomes necessary to excavate beyond the normal lines of excavation in order to remove boulders or other interfering objects, the voids remaining after the removal of such boulders or interfering objects shall be backfilled with material equal to or better than native, or otherwise approved by the Engineer, or his authorized representative. If, during the progress of excavation, material is encountered which, in the opinion of the Engineer, or his authorized representative, is unsuitable for sub-grade for the structure to be constructed thereon, the Engineer, or his authorized representative, shall direct the Contractor to excavate beyond the pay limits shown per Plans.

Excavation and embankment shall be measured to the grading plane. Any work that needs to be done to obtain the compaction requirements for the area below the grading plane shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid for Excavation bid items, and no additional compensation will be allowed therefor.

All earthwork quantities are as measured in place based on design and survey in-place quantities. No factors are applied for swell or shrinkage due to excavation, compaction, or other causes. The Contractor must adjust unit prices to account for swell and shrinkage.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with

Dispose of surplus material. Ensure enough material is available to complete the embankments and fill areas before disposal.

Add to Section 19-2.03B Surplus Material

Surplus excavated material and material that has been determined unsuitable for embankment construction, slope facing, or erosion control/re-vegetation, including rock, must be exported, and disposed outside of District right-of-way. Surplus excavated material shall include dirt, rock, silt, sediment, deleterious matter, material unsuitable for backfill, embankment, material suitable for embankment, and all other surplus earthen material except for those materials addressed by other Sections in these Special Provisions.

The Contractor must apply water to control dust that may be engendered by stockpiling, handling, or transporting surplus dirt. Earthen material must be consolidated and graded to drain as shown on the plans, slopes must be track-walked and stabilized as specified in the project SWPPP.

Add to Section 19-2.04 Payment

Full compensation for excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans, including all work involved in import/export of material, all access roads, access ramps, and earth graded channel transitions, upstream and downstream, furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid per cubic yard for “**Excavation**” and no additional compensation will be allowed therefor.

Add to Section 19-6 Embankment Construction

Channel embankment shall conform to Section 19-6, “Embankment Construction,” of the Standard Specifications. No rock larger than 12-inches will be allowed to be incorporated into the embankment material.

Wall backfill and embankment shall consist of the transportation, placement, compaction, and finish grading of all fills necessary to complete the work, except as specified elsewhere in these Special Provisions.

The embankment fill will be compacted with each layer spread evenly and thoroughly mixed during spreading to ensure uniformity of material and moisture in each layer. The layers are to be maximum 8-inch loose lifts and shall be compacted to a relative density not less than 90% as measured by California Test CT231 (Nuclear Gauge). Moisture content of each lift shall be maintained at 1% to 4% above the optimum moisture content. The gradation and distribution of materials through the compacted channel fill shall be such that the embankment is free from lenses, pockets, streaks, and layers of material differing substantially in texture and gradation from surrounding material.

The Contractor must vary his operation when required to allow the Engineer, or his authorized representative, to conduct in-place density tests on the compacted fill.

The Engineer, or his authorized representative, shall make field density tests for control purposes for each layer of fill placed. Density tests may be made in places selected by the Engineer, or his authorized representative, and at intervals not exceeding one foot (1') of fill height. If the surface is disturbed, the density tests shall be made in the compacted materials below the disturbed zone. When these tests indicate that the density or moisture content of any layer of fill or portion thereof does not meet the specified density or moisture content, the particular layer or portions thereof shall be reworked until the specified density and moisture content have been obtained.

The Contractor shall maintain and protect the compacted channel fill in a satisfactory condition at all times until final completion and acceptance of the work under this contract. Any approved channel fill material, which is rendered unsuitable after being placed, shall be removed, and replaced by the Contractor in a satisfactory manner, and no additional compensation will be allowed therefor. This refers especially to material rendered unsuitable by rainfall or oil spill.

Earth swale shall conform to the provisions in Section 19 “Earthwork” of the Standard Specifications and these Special Provisions. Earth swale shall be graded to drain as shown on the Plans or as directed by the Engineer or his authorized representative.

Add to Section 19-6.03A Construction

Prior to placement of embankment, the areas to receive shall be cleared and grubbed. Trees within the embankment areas should be removed along with all roots greater than two (2") inches in diameter. Soils disturbed by tree trunk/root removal should be removed to expose firm soils. Care should be taken not to encroach upon or otherwise damage native and/or historic trees designated by the County or appropriate agencies to remain. Resulting excavations should be shaped with side slopes no steeper than 3:1 (horizontal to vertical) prior to scarification, moisture conditioning, compaction, and placement of embankment soils.

Prior to placing material, satisfactory existing ground shall be scarified to a minimum depth of six (6") inches and compacted to a relative compaction of not less than 90% of the maximum dry density as determined by ASTM D1557.

Over-Excavation – Unsatisfactory existing soil such as soft, loose, dry, saturated, spongy, organic-rich, highly fractured, or otherwise unsuitable ground shall be over-excavated to competent ground as evaluated by the Engineer or the project Geotechnical Consultant. All undocumented fill soils under proposed structure footprints should be excavated.

Embankments shall be keyed and benched on ground with slopes steeper than 1.5:1 (horizontal to vertical). Key shall be a minimum of fifteen (15) feet wide and at least two (2) feet deep, into competent material. Other benches shall be excavated a minimum height of four (4) feet into competent material or as otherwise recommended by the Engineer or the project Geotechnical Consultant.

The gradation and distribution of materials shall be such that the fill is free from lenses, pockets, streaks, and layers of material differing substantially in texture and gradation from surrounding material. Material used shall be free of vegetation, stumps, roots, and other unsuitable contamination. Earth fill material shall not contain more than 3 percent of organic materials (by dry weight, ASTM D2974). Nesting of the organic materials shall not be allowed. Rocks larger than three inches (3") shall be considered as "oversize rock" and shall be disposed of by the Contractor. Oversized material shall not be placed within ten (10) feet measured vertically from finish grade, or within two (2) feet of future utilities or underground construction.

Existing keyway and embankment soils that meet the above specifications may be reused for fill construction unless otherwise directed by the Engineer.

If importing of fill material is required for grading, proposed import material shall meet the above requirements, and be free of hazardous materials ("contaminants") and rock larger than 3 inches (3") in largest dimension. All import soils shall have an Expansion Index (EI) of 20 or less and a sulfate content no greater than (\leq) 500 ppm.

Embankments and backfill shall be compacted with each layer spread evenly and thoroughly mixed during spreading to ensure uniformity of material and moisture in each layer. The layers are to be maximum eight inches (8") loose lifts and shall be compacted to a relative density not less than 90% of the maximum dry density as determined by ASTM D1557. The moisture content of each lift shall be maintained within 4% of optimum moisture content for onsite soils. No backfill material shall be deposited against the back of the concrete wall until the concrete has developed strength not less than required by the Standard Specifications.

In addition to normal compaction procedures specified above, compaction of slopes shall be accomplished by back rolling of slopes with sheep's-foot rollers at increments of 3 to 4 feet in fill elevation, or by other methods producing satisfactory results acceptable to the Engineer or

the project Geotechnical Consultant. Upon completion of grading, relative compaction of the fill, out to the slope face, shall be at least 90 percent of the maximum dry density as determined by ASTM D1557.

Add to Section 19-6.04 Payment

Backfill earthwork quantities are as measured in place based on design and survey in-place quantities. No factors are applied for swell or shrinkage due to excavation, compaction, or other causes. A layer from the Basin invert to the top of the rock slope protection 1.5' thick will have a 35% factor added to fill all possible voids. The Contractor must adjust unit prices to account for swell and shrinkage.

Excavation and embankment shall be measured to the grading plane. Any work done to obtain the compaction requirements for the area below the grading plane shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid and no additional compensation will be allowed therefor.

Full compensation for performing grading, preparing subgrade at the grading plane, as specified in Section 19-1.03C, "Grade Tolerance" of the Standard Specifications, for placing and compacting the material; filling and compacting holes, pits, and other depressions; placing selected material where required; all as shown on the plans, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in import/export of material, including backfilling, compacting, and incidentals shall be considered as included in the contract price paid cubic yards for **"Excavation", "Embankment (90% Relative Compaction) "Backfill"', and "Install Native Soil Cover on Top of ½ Ton Rock Slope Protection, 1.5' Thick, 90% Compaction"** no separate payment will be allowed therefor.

Full compensation for Over-Excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans shall include furnishing all labor, tools, materials, testing, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid no additional compensation will be allowed therefor.

AA

DIVISION VIII MISCELLANEOUS CONSTRUCTION

AA

72 SLOPE PROTECTION

Add the following:

This work shall include providing and constructing "Rock Slope Protection (1/2 Ton Class, Method A Placement)", "Concreted Rock Slope Protection (1/2 Ton, Method A)" to the lines and grades shown on the plans, including grading, and placing concrete and rock.

The work shall conform to the provisions of Section 72-2, "Rock Slope Protection," Gutter Lining, Ditch Lining, and Channel Lining," of the Standard Specifications and as modified in these Special Provisions.

Area to receive rock must be excavated to sub-grade, compacted as shown on the plans, and specified rock placed and arranged to meet the finish grade shown on the plans.

Rock must be of the size specified on the plans and conform to the provisions of Section 72-2.02 "Materials" of the Standard Specifications.

Placement of rock must be by Method A.

Rock volumes will be measured based on dimensions shown on the plans. No deduction will be made for voids in the rock prisms. Rock placed in excess of the dimensions shown on the plans will not be paid for.

Add to Section 72-2.04 Payment

The contract unit price paid per cubic yard of "**Rock Slope Protection (1/2-Ton, 3.5' Thick, Method A Placement)**" and "**Concreted Rock Slope Protection (1/2 Ton Class, 3'+/-Thick, Method A Placement)**" under Bid Items shall be considered full compensation for furnishing all labor, materials, including equipment, excavation, disposal of excess material, backfill, Filter Fabric Material, Backing #5, and incidentals doing all the work required to construct the rock slope protection and concrete rock slope protection complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

AA

80 FENCES

Add to Section 80-1

TEMPORARY FENCE (TYPE CL-6)

This work shall consist of furnishing and installing Temporary Fence (Type CL-6), including concrete post footings, at locations as depicted on the plans. Temporary Fence (Type CL-6) and shall conform to the provisions in Section 80, "Fences", of Standard Specifications and these Special Provisions.

Concrete for use in metal fence post footings must be produced from commercial quality aggregates and must contain not less than 470 pounds of cement per cubic yard.

Contractor is responsible for any minor grading associated with installation of fencing or gates.

Add to Section 80-3.04 Payment

The contract unit price paid per linear foot for "**Temporary Fence (Type CL-6)**" shall be considered full compensation for providing, installation, maintenance, and removal of the temporary Chain Link Fence including all labor, materials, tools, equipment and incidentals, and doing all work required in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer or his authorized representative, and no additional compensation will be allowed therefor.

NOT FOR BID

*Permits and Agreements
(Brown Pages)*

inserted here

NOT FOR BID

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

ENVIRONMENTAL CLEARANCE AND PERMITS

1. City of Redlands – Municipal Utilities & Engineering Application For Permit Approved Route For Trucks
2. Interoffice Memo Environmental General Conditions For Bid Specifications – San Timoteo Levee Repair Project – F01152 Dated August 16,2021
3. Report/Recommendation To The Board Of Supervisors Of San Bernardino County, California And Record Of Action Dated December 19,2000
4. Appendices to the Final EIS/EIR San Timoteo Creek Reach 3B Volume II Section J (Minimization, Mitigation, and Monitoring Plan)

NOT FOR BID

City of Redlands – Municipal Utilities & Engineering

APPLICATION FOR PERMIT APPROVED ROUTE FOR TRUCKS

COMPANY: _____

ADDRESS: _____

PHONE: _____ E-MAIL: _____

JOBSITE ADDRESS: _____
DATES OF WORK: _____ TO _____
TIME OF DAY: 7:00 a.m. TO 4:00 p.m.
INDICATE PREFERRED ROUTE(S) INCLUDING LOCATION WHERE VEHICLE WILL LEAVE SIGNED TRUCK ROUTE:

NOT FOR BID

Applicant Signature

Date

Reviewed By

Date

**APPLICATIONS TO BE SUMMITTED TO:
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
CIVIC CENTER, 35 CAJON STREET, SUITE 15A
P O BOX 3005, REDLANDS, CA 92373
PHONE NUMBER: (909) 798-7551**



Interoffice Memo

DATE August 16, 2021

PHONE 387-8109

FROM HAROLD ZAMORA, P.E., Chief *HZ*
Environmental Management Division

MAIL CODE 0835

TO DAVID DRAKE, P.E., Chief
Flood Control Engineering Division

File: F01152

SUBJECT ENVIRONMENTAL GENERAL CONDITIONS FOR BID SPECIFICATIONS – SAN TIMOTEO LEVEE REPAIR PROJECT – F01152

BACKGROUND INFORMATION

The project involves maintenance of approximately 1,620 LF of damaged southern levee walls and cross walls between San Timoteo Basins 16, 17, 18, up to approximately 700 LF upstream of Basin 18, to address significant erosion and scour in specific segments. Maintenance includes repairing segments of the levee to its original design footprint with a 3:1 slope. The existing soil cement wall will remain in place, and eroded earthen material will be used from the existing facility, recompact, and a filter fabric with a 3.5-foot layer of 1/2 ton ungrouted rip-rap rock adjacent to the soils cement wall placed over the recompact earthen material and covered with an additional 1.5 feet of earthen material. Approximately 15,740 CY of 90% compacted fill material from the San Timoteo basins will be used, as well as approximately 3,578 CY of filter fabric and approximately 13,661 CY of ungrouted 1/2 rock material. The slopes will be revegetated in accordance with a revegetation plan prepared for the project. Where the levee walls intersect the cross walls at three locations, each cross-wall will be reinforced with approximately 100 feet of 1/2 ton grouted rip-rap rock material, about 3 feet thick, to further protect the levee walls from erosion and scour. This maintenance project will reduce erosion and scour and therefore, reduce the need for future maintenance. Construction Limits were established following field visits and meetings with David Lovell and Angel Lemus and are mapped in ArcGIS and all GIS data will be made available to Design staff. These limits will be staked and monitored during construction in accordance with environmental requirements.

CEQA ENVIRONMENTAL DETERMINATION

Ongoing maintenance of the San Timoteo Creek system is included in the environmental scope of the 2000 Final Environmental Impact Report (EIS/EIR) of the Santa Ana River Mainstem Project Including Santiago Creek, San Timoteo Creek Reach 3B (SCH#1998094013). Operations and Maintenance is specifically described in the Executive Summary (ES). The project design does not contain design modifications that would result in new significant effects, a substantial increase in the severity of previously identified effects, or result in considerably different mitigation measures. As such, no additional CEQA compliance is required.

ENVIRONMENTAL CONDITIONS

Please incorporate the following conditions into the bid specifications.

1. Access and Staging: Access for construction will be within existing access routes used in San Timoteo Basins 16-18 and through construction of a temporary access road along the southern slope upstream of Basin 18 as shown on the construction drawings.
2. Equipment staging will occur at established locations along existing maintenance access roads and stockpiling will occur within designated stockpile areas approved under federal and state permits.

BIOLOGICAL RESOURCE CONDITIONS

1. Contractor shall make regulatory permits and related documents, readily available at the Project site at all times and shall be presented to state, federal, or local agency personnel upon request. Copies of regulatory permits shall be provided to contractor, subcontractors, inspectors and monitors.
2. The project limits will be staked and areas outside these limits shall be avoided. Native vegetation within the project limits will be avoided to the greatest feasible extent.
3. A Worker Awareness Training Program (WEAP) will be implemented by a Flood Control District (District) biologist or District-procured biologist. Training will be provided to employees onsite include discussion of jurisdictional resources, nesting birds, plants, wildlife resources, spill prevention and containment, jurisdictional resources, designated work areas, and penalties for regulatory permit violations.
4. Construction will occur outside bird nesting season to avoid impacts to protected (listed) species. A preconstruction survey will be completed 30 days prior to construction, including a burrowing owl survey, by a District biologist or District-procured biologist.
5. Vegetation clearing will occur outside of nesting bird season, September 1 through March 14.
6. A qualified biological monitor procured by the District will be onsite during ground disturbing and vegetation management activities.
7. Native vegetation along the slopes will be avoided during bank repair activities to the greatest extent feasible. In the event there is substantial erosion on the slope, the erosion will be repaired without impacting adjacent vegetation.
8. Native topsoil will be set aside during construction, and reapplied to site prior to project completion to ensure restoration success. Restoration will be completed outside the construction project.
9. Contractor will recontour disturbed areas within the project limits in a way to ensure maximum vegetation restoration success. Contractor will coordinate with District engineering and District-procured restoration staff on final grading/recontouring prior to project completion. Previous stockpiled native soil will be redistributed onsite prior to site restoration by Contractor.
10. All trash and debris will be removed prior to completion of project

Water Quality Best Management Practices:

11. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for the project by the Contractor unless it qualifies for a waiver. If a waiver is received, the appropriate Best Management Practices (BMPs) will continue to be employed.

12. Contractor shall implement the Best Management Practices (BMPs) to prevent erosion and discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum control of erosion, sediment, and pollution. Contractor shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as welded-weave monofilament netting (erosion control matting) or similar material, within and adjacent to regulated waters. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be certified free of nonnative plant materials. Fiber rolls or erosion control mesh that will be left within jurisdictional waters for more than 14 days shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. BMPs should also prevent the transfer and spread of invasive species. Potential pollutant discharges include products of erosion, construction waste materials, dewatering waste, waste earthen materials from work within surface waters, and small amounts of petroleum products.
13. Contractor shall inspect all vehicles and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site.
14. Equipment maintenance, staging and dispensing of fuel, oil, coolant or any other such activities shall occur in designated areas. These designated areas shall be located in such a manner as to prevent any run-off from entering the creek bottom
15. Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
16. Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the creek. Any such materials placed within or where they may enter a lake, streambed, or flowing stream shall be removed immediately.
17. All equipment or vehicles driven and/or operated within or adjacent to a streambed or channel shall be checked daily and maintained as need to prevent deleterious material leaks.
18. No equipment maintenance shall be done within or near any streambed, wash, or wetland where petroleum products or other pollutants from the equipment may enter these areas under any flow.
19. Any Water Diversion or Dewatering Plan required must be submitted to the District for review and approval. The District will forward any Plan to the respective State and federal permitting agencies.

Air Quality

20. Access roads used, stockpile and excavation sites will be watered 2-3 times daily to reduce fugitive dust during construction.

CULTURAL RESOURCE CONDITIONS

1. While no cultural resources are anticipated to be found within the project area, if buried cultural deposits are encountered during any phase of construction, project activities in the vicinity of the resources will be temporarily halted and District staff will consult with a qualified archaeologist. In addition, if human remains are discovered, the Contractor, in coordination with the District, shall halt disturbance until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the human remains are determined to be prehistoric, the coroner will notify the Native American Historic Commission, which shall take appropriate actions relative to notifying descendants and potential removal and nondestructive analysis of human remains.

2. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction within waters within the Corps Permit Area of either human remains, archaeological deposits, or any other type of historic property, the District shall notify the Corps Regulatory Project Manager (Shannon Pankratz at 213-452-3412) and the Corps' Regulatory Archaeology Staff (Daniel Grijalva at 760-520-4736) within 24 hours. The Contactor in coordination with the District shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Contractor in coordination with the District shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re- authorizes project construction, per 36 C.F.R. Section 800.13.

Noise

3. Construction activities will be limited to daytime hours and will conform to local noise standards per San Bernardino County Development Code. Grading and construction activities will be limited to the hours between 7:00 a.m. and 7:00 p.m. Noise levels will be restricted to the periods and days permitted by the local noise or other applicable ordinance, unless special circumstances warrant work beyond these hours or noise limits.
4. Construction equipment shall meet applicable noise ordinances.

Reporting

5. Contractor shall provide the following data to the Resident Engineer at the end of the project: 1) duration of activities, 2) dates that work was done within the creek (facility bottom), 3) methods/equipment used to conduct activities, 4) quantity of sediment removed, 5) quantity and type of vegetation removed, 6) water quality BMPs employed, and 7) a copy of the as-built drawings. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches.

HZ:MP:nl

Attachments

CEQA EIR Appendix J - Mitigation, Monitoring and Reporting Plan dated April, 2003
Revision 2 to CDFW Agreement 1600-2015-0179-R6 dated February 19, 2019 that adds Levee Repair Scope to Maintenance Agreement
Five -year Extension to CDFW Agreement 1600-2015-0179-R6 dated December 28, 2020
USACE Nationwide Permit dated March 30, 2021 that includes 2021 USFWS Biological Opinion for the project and the 2001 Biological Opinion for Initial Construction and Maintenance of the San Timoteo System
Maps of San Timoteo Project Construction Limits

cc: Michele Derry
Karen Carter
Angel Lemus

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

FCD Zone-3-400

December 19, 2000

FROM: KEN A. MILLER, Flood Control Engineer
Department of Public Works - **Flood Control**

SUBJECT: **RESOLUTION, APPRAISALS, AND ACQUISITION OF RIGHT-OF-WAY
RELATED TO REACH 3B OF THE SAN TIMOTEO CREEK IMPROVEMENT
PROJECT** **File: 3-401**

RECOMMENDATION: Acting as the governing body of the Flood Control District (District):

- (1) Adopt Resolution No. 2000-287 which addresses various environmental issues related to Reach 3B of the San Timoteo Creek Improvement Project.
- (2) Approve Appraisal 00-09, dated August 10, 2000, Appraisal 00-10, dated May 19, 2000, and updated Appraisal 99-34, dated July 19, 2000.
- (3) Authorize Real Estate Services to negotiate the acquisition of the necessary right-of-way at the appraised values.

BACKGROUND INFORMATION: In December 1989, the District, the Corps of Engineers, the Orange County Flood Control District, and the Riverside County Flood Control and Water Conservation District entered into a Local Cooperation Agreement concerning the Santa Ana River Mainstem Project, of which the San Timoteo Creek Improvement Project is an element. That agreement and amendments thereto identify the District as the local agency responsible for the San Timoteo Creek Improvement Project. The project includes ultimate improvements to San Timoteo Creek, from the Santa Ana River to approximately 4,700 feet upstream of San Timoteo Canyon Road. Construction has been completed for project Reaches 1 through 3A from the Santa Ana River to a point approximately 500 feet upstream of Barton Road. Reach 3B will complete the overall project. As the local sponsor for the San Timoteo Creek Improvement Project, it is the District's responsibility to complete various project items before construction can begin on the project. The certification, adoption, approval, and/or acceptance of the following items are necessary for construction of the final phase of the project to begin:

- a) Certification of the Final Environmental Impact Report (EIR) SCH #1998094013, dated October 2000, for Reach 3B of the San Timoteo Creek Project
- b) Adoption of the Facts, Findings, and Overriding Considerations (CEQA Findings)
- c) Adoption of the Mitigation Monitoring and Compliance Program
- d) Finding that the project is exempt from the provisions of the Williamson Act
- e) Direct the Clerk of the Board to file a Notice of Determination
- f) Adoption of Alternative B as the preferred construction alternative

Record of Action of the Board of Supervisors

RESOLUTION 2000-287

**DEFERRED/APPROVE BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY _____

DATED: December 19, 2000

cc: Public Works/FCD-Miller
ED/PSG-Goss
RES-Yuhas
Risk Management
Land Use Services
File

lw

**RESOLUTION, APPRAISALS, AND ACQUISITION OF RIGHT-OF-WAY
RELATED TO REACH 3B OF THE SAN TIMOTEO CREEK IMPROVEMENT
PROJECT**

File: 3-401

December 19, 2000

Page 2 of 2

Approval of Recommendation No. 1 would adopt a resolution that addresses various environmental concerns and creates a thorough and consistent approach to successfully implementing environmental mitigation measures during construction of the project, as well as authorizing a construction alternative that has been reviewed and recommended by the Corps of Engineers, the District, many concerned community groups, and private individuals.

The District requested that Real Estate Services obtain appraisals of and negotiate the acquisition of the property necessary to construct, operate, and maintain the proposed project. The necessary property requirements consist of 3 full acquisitions, 26 partial acquisitions, and the acquisition of 19 temporary construction easements. District staff has reviewed and concurs with the appraised values for all proposed acquisitions. The appraisals must be approved prior to Real Estate Services proceeding with property acquisition. Recommendation No. 2 is to approve these appraisals, while Recommendation No. 3 is to authorize Real Estate Services to negotiate the acquisition of the necessary rights-of-way.

District staff recommends that all items be approved.

REVIEW BY OTHERS: This item was reviewed by Deputy County Counsel Charles S. Scolastico on November 27, 2000 and by the County Administrative Office (Tom Forster, Administrative Analyst). This item has been coordinated with Real Estate Services and the Land Use Services Department.

FINANCIAL IMPACT: Approval of this item would authorize the acquisition of the necessary right-of-way for Reach 3B of the San Timoteo Creek Improvement Project. The total appraised value of the properties to be acquired is approximately \$2.4 million. This property acquisition will be financed with District funds and appropriations are available in the District's FY 2000/01 budget. The eventual total cost for the Reach 3B project, which will be administered by the U.S. Army Corps of Engineers, is estimated at \$42 million. This amount includes the property acquisition. In accordance with the Local Cooperation Agreement of December 1989, project costs are to be shared 75% by the Federal government (\$31.5 million) and 25% by the District (\$10.5 million). However, seventy percent (70%) of the District's cost (\$7.35 million) will be eligible for future reimbursements from the State Flood Control Subvention Program funds.

SUPERVISORIAL DISTRICT(S): 3rd

PRESENTER: Ken A. Miller

****Grace Lester and Ruth Villalobos address this item.**

12/19/00 lw #16

APPENDIX J

**MITIGATION, MONITORING AND
REPORTING PROGRAM**

NOT FOR BID

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NOT FOR BID

SAN TIMOTEO CREEK REACH 3B FLOOD CONTROL PROJECT MITIGATION, MONITORING, AND REPORTING PROGRAM

Public Resources Code, Section 21081.6 (Assembly Bill 3180) requires that mitigation measures identified in environmental review documents prepared in accordance with CEQA are implemented after a project is approved. Therefore, this Mitigation, Monitoring, and Reporting Program (MMRP) has been prepared to ensure compliance with the adopted mitigation measures during project implementation, including the design, pre-construction, construction, and post-construction phases. Unless specifically noted, mitigation measures are the same for each of the alternatives analyzed in the EIS/EIR.

Based on coordination with the resource agencies and the public, various design features have been proposed as part of the project to minimize impacts (see Chapters 4.0 and 5.0 of the EIS/EIR). However, adverse effects may still occur. Mitigation measures which would reduce or eliminate potentially adverse significant environmental impacts associated with Reach 3B of the San Timoteo Creek Flood Control Project have been identified throughout the EIS/EIR. Where feasible, each of the mitigation measures listed in the EIS/EIR have been incorporated into the project to avoid significant effects. However, in some cases, the residual impacts remain significant even after mitigation measures are incorporated. Significant residual impacts would result from the short-term visual impact before project landscaping and revegetation is established, noise and air quality impacts during construction, and social impacts from residential displacement.

Information contained within the following mitigation monitoring and reporting checklist summarizes the mitigation measures presented in detail in the EIS/EIR, and is organized by environmental issue, following the topical areas addressed in the EIS/EIR.

The purpose of the checklist is to provide the Corps and SBCFCD with a convenient mechanism for quickly reviewing and implementing mitigation measures including the ability to focus on select information such as timing. The checklist includes the following information: a description of the mitigation measures, the timing for implementation of the measures (final design, pre-construction, construction, or post-construction), a description of the method to be used in ensuring the measure is implemented, the entity responsible for carrying out the measure, and a column to record the actual date that the measure was implemented. In general, both the Corps and SBCFCD are jointly responsible for ensuring each design, pre-construction, and construction-related mitigation measure and environmental commitment are implemented. SBCFCD is typically responsible for all mitigation and permit requirements once the project is constructed.

MITIGATION, MONITORING, AND REPORTING CHECKLIST

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance		Remarks
				Initial	Date	
LAND USE						
Continued coordination among the respective jurisdictions will occur throughout the final design phase and implementation of the project to ensure that the project is in conformance, to the extent feasible, with appropriate policies and standards. A General Plan Amendment would be required where the project would prohibit land from developing as designated in affected local agencies' general plans.	D, PtC, C, PoC	Mitigation monitor will ensure coordination with appropriate local agencies.	SBCFCD			
To minimize the effect to agricultural areas requiring right-of-way acquisition, state-licensed and certified fee appraisers will be used to determine the fair market value for all agricultural lands displaced by the project.	PoC	Mitigation monitor will ensure compliance with Federal and state laws regarding compensation at fair market value.	SBCFCD			
In the case of unavoidable displacement or acquisition, California Government Code, Chapter 16, Section 7260 et seq. (in conformance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act) mandates the relocation of services and payments to be made to eligible residents displaced by public projects such as the proposed flood control project. SBCFCD will be responsible for complying with applicable acquisition and relocation laws.	D, PtC	Mitigation monitor will ensure compliance with Federal and state laws regarding just compensation at fair market value.	SBCFCD			
RECREATION						
During construction and future maintenance activities, signs will be posted at trail access points to warn trail users of flood control activity within and adjacent to the channel.	C, PoC	Mitigation monitor will ensure that all warning signs are legible, visible, and prominent at all access points of the trail area.	SBCFCD			
BIOLOGICAL RESOURCES						
Upland mitigation includes creating and planting of the 20-foot-wide environmental corridor and vegetating the basin side slopes (where soil covers the soil cement side slopes). These areas will result in 11.1, 11.26, 11.36, 11.38, and 9.04 acres of upland mitigation for impacts associated with Alternatives A, B, C, D, and E, respectively. In addition to the upland mitigation, the remaining side slope area will be planted with native upland vegetation to provide additional wildlife habitat and erosion control within the project area. These areas would not be impacted by flood control maintenance activities.	PoC	A qualified landscape architect will develop and implement the detailed mitigation/revegetation plans and specifications. The lead agencies will coordinate efforts with appropriate resource agencies. Reports will be prepared and submitted to the Corps Regulatory Branch, USFWS, and CDFG.	Corps/SBCFCD			
A total of 18.7, 20.3, 23.47, 24.21, and 18.95 acres of wetlands will be enhanced and preserved along Santa Ana River with implementation of Alternatives A, B, C, D, and E, respectively. Exotics will be removed from this area and the area will be planted with native riparian species.						
In addition, approximately 25 acres of floodplain between the upstream limit of the project and Alessandro Road will be purchased						

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
Remarks					
and protected from future development. Exotics (approximately 0.41 acre) will be removed and replaced with native riparian habitat. This area will not be subject to flood control maintenance activities.					
Wetland habitat will also be created by planting 30-foot-wide areas on both sides of the basin bottoms. In addition, where soil is located on top of the soil cement side slopes, 10-foot-wide areas along the toe of both sides of the side slopes will be planted.					
Noise Abatement. There are construction and maintenance measures necessary to mitigate potential noise impacts to the federally listed endangered least Bell's vireo and southwestern willow flycatcher below a level of significance. Refer to "Noise" for a detailed description of appropriate measures.	PrC, C, PoC	During construction and maintenance activities, a qualified biological monitor will be onsite. The monitor will ensure activities occur within approved and permitted areas. The monitor will also verify that mitigation measures and permit conditions are implemented.	Corps		
AESTHETICS Design features of the project alternatives (except the Currently Approved Plan) will soften the visual impacts of the proposed flood control facilities. The view will more closely resemble the current view once vegetation is established along the environmental corridor, side slopes, and basin bottoms. Landscaping and natural revegetation will eventually lessen the contrasting view of the sedimentation basins upstream from the San Timoteo Canyon Road Bridge. Viewers will continue to perceive modifications to the Creek, which is not completely out of character given the agricultural fields, railroad tracks, and utilities; but the contrast will lessen. Short-term visual quality impacts from the loss of citrus groves and the introduction of drop structures in the Creek would not be mitigated to below a level of significance. However, the long-term effect would be reduced to below a level of significance.	D, PoC	Measures will be included in the construction specifications.	Corps		
During construction, excess soil not needed for backfill and replacement of the soil slopes will be removed from the site and disposed of offsite on a regular basis.	C	Measures will be included in the construction specifications.	Corps/ SBCFCD		
Landscaping and planting will occur during the fall/winter season, soon after construction activities have been completed. Sufficient irrigation/watering to establish plantings and maintenance will be provided.	PoC	Mitigation monitor will ensure that landscaping and planting mitigation measures are correctly implemented as soon as possible upon the completion of construction activities.	SBCFCD		
TOPOGRAPHY, GEOLOGY, AND SEISMICITY					
Erosion and sediment control measures will be implemented by the construction contractor in the project area and upstream of the project limits to prevent sloughing of materials into the flood control channel during construction. The contractor will also implement best management practices (BMPs) to reduce the potential for erosion and increase slope stabilization.	C	Mitigation monitor will verify implementation of erosion control measures are stipulated in the construction specifications.	Corps/ SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
Surface roughening and terracing of the steep slopes along both sides of the channel will reduce erosion potential by decreasing runoff velocities, trapping sediment, increasing infiltration of water into the soil, and providing a more stable slope for revegetation.	C	Mitigation monitor will verify implementation of erosion control BMPs are stipulated in the construction specifications.	Corps/ SBCFCD		
Soil covered slopes will be revegetated with erosion-resistant plant mixes and irrigation to ensure plant coverage prior to the next rainy season.	PoC	Mitigation monitor will verify incorporation of revegetation BMPs are in the construction specifications.	Corps/ SBCFCD		
The contractor's grading plans will incorporate the following short-term erosion control measures to control sloughing of materials in the channel during construction activities and establishment of a permanent vegetation cover: <ul style="list-style-type: none"> Silt fences, gravel bags, or rock filter berms will be placed below the toe of slopes to prevent sloughing of materials into the channel. Silt fences will not be used on steep slopes. Fiber rolls or sediment logs will be placed along the face of exposed and erodible slopes to shorten slope length or at grade breaks where slopes transition to steeper slopes. Erosion control biodegradable blankets and geotextiles will be used for temporary slope stabilization during revegetation. The blankets will provide protection of disturbed soil from rain and surface runoff impact, increase infiltration, decrease soil compaction and crusting, protect seeds from impact and predators, and moderate soil temperature to enhance the growth of the vegetation. This measure is effective for use on steep slopes. 	D, C	Mitigation monitor will verify that grading plans incorporate appropriate erosion control measures.	Corps/ SBCFCD		
<ul style="list-style-type: none"> Project plans and specifications will incorporate standards from current seismic codes. 	D	Mitigation monitor will ensure that this measure is in the construction specifications.	Corps/SBCFCD		
WATER RESOURCES AND HYDROLOGY					
To avoid impacts to water quality from turbidity and other effects, project construction and sediment removal will occur between April and November, when water flow is minimum.	C, PoC	Mitigation monitor will verify that project construction and sediment removal occur between April and November as outlined in the construction specifications.	Corps/ SBCFCD		
As required by the RWQCB, construction contractors will obtain a National Pollutant Discharge Elimination System (NPDES) stormwater permit for general construction activity. The permit will be obtained prior to commencement of construction. The NPDES permit requires development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) that describes the BMPs that would be employed before, during, and after construction to minimize erosion and runoff from construction activities. The BMPs are expected to include: <ul style="list-style-type: none"> use of controlled construction staging and entrance areas to minimize ground disturbance and contaminated runoff; installation of silt fences at the toe of slopes to prevent sloughing of materials into the channel; 	PoC, C, PoC	Mitigation monitor will verify that the contractor has an NPDES permit prior to construction and has an SWPPP that describes appropriate BMPs that will be used before, during and after construction. Mitigation monitor will ensure compliance and implementation of prescribed BMPs.	Corps/ SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
<ul style="list-style-type: none"> • revegetation and landscaping of cut/fill slopes disturbed or built during the construction phase of the project with appropriate ground cover vegetation; • application of temporary or permanent seeding as needed; and • application of mulching materials as needed. <p>Measures to reduce turbidity during the construction of the project and periodic future maintenance would include installation of pipe, as needed, as well as creation of low-flow channels around construction and debris removal operations to divert water flow and avoid mixing of loose dust particles into creek flow. Specifically:</p> <ul style="list-style-type: none"> • Pipe culverts will be placed in the low flow stream where the Creek must be crossed on a regular basis. No work will be allowed in the flowing water. • Silt fencing, hay bales, sand bags, and/or the construction of silt catchment basins will be placed downstream of any operation which may create turbidity. Such devices will reduce turbidity to that level existing upstream of the clean out activities. <p>Environmental monitors will monitor project construction to ensure that turbidity levels remain within an acceptable range (less than 10 percent above background levels when the background turbidity exceeds 50 nephelometric turbidity units (NTUs) and less than 20 percent when background turbidity is less than 50 NTUs); if those levels increase, additional measures will be developed following consultation with the Corps and RWQCB and implemented to limit turbidity.</p> <p>To avoid impacts to water quality from turbidity and other effects, project construction and sediment removal will occur between April 1 and November 30, when water flow is minimum. Project construction and maintenance will adhere to biological mitigation requirements when adjacent to or within endangered species habitat.</p> <p>Water for project construction will be obtained from San Bernardino County sources and will be contamination free.</p>	C, PoC	Mitigation monitor will verify and ensure installation of turbidity control measures where needed and assess effectiveness of these measures during the construction and maintenance periods. Reports will be submitted to the Corps, SBCFCD, and RWQCB.	Corps/ SBCFCD		
<p>Water for project construction will be obtained from San Bernardino County sources and will be contamination free.</p> <p>Conditions required by 401 and 404 permits (for construction and future maintenance activities) will be followed to reduce impacts to aquatic ecosystem. SBCFCD will be responsible for complying with all future maintenance-related permit requirements.</p> <p>Strict construction site rules for handling hazardous materials will be implemented to prevent spills and provide controlled storage areas away from the Creek. Petroleum products, concrete, asphalt or other coating materials, and other hazardous materials will be prevented from contaminating soil or entering surface waters.</p>	C	Mitigation monitor will ensure that this measure meets the construction specifications.	Corps/ SBCFCD		
<p>Conditions required by 401 and 404 permits (for construction and future maintenance activities) will be followed to reduce impacts to aquatic ecosystem. SBCFCD will be responsible for complying with all future maintenance-related permit requirements.</p> <p>Strict construction site rules for handling hazardous materials will be implemented to prevent spills and provide controlled storage areas away from the Creek. Petroleum products, concrete, asphalt or other coating materials, and other hazardous materials will be prevented from contaminating soil or entering surface waters.</p>	PrC, C, PoC	Mitigation monitor will ensure that conditions required by the 401 and 404 permits are included in the construction specifications and future maintenance. Reports will be submitted to the Corps, SBCFCD, and RWQCB.	Corps/ SBCFCD		
<p>Strict construction site rules for handling hazardous materials will be implemented to prevent spills and provide controlled storage areas away from the Creek. Petroleum products, concrete, asphalt or other coating materials, and other hazardous materials will be prevented from contaminating soil or entering surface waters.</p>	C, PoC	Mitigation monitor will ensure that this measure is in the construction specifications. This topic will be included in reports submitted to RWQCB.	Corps/ SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
Remarks					
Preparations will be made so that runoff from steep, erodible surfaces will be directed into stable areas with minimal erosion potential.	C, PoC	Mitigation monitor will ensure that this measure is in the construction specifications. Mitigation monitor will ensure that measures to control runoff will be implemented and runoff will be directed into areas with low erosion potential. This topic will be included in reports submitted to RWQCB.	Corps/ SBCFCD		
Water containing mud, silt, or other pollutants from aggregate washing or other activities will not enter the Creek.	C, PoC	Mitigation monitor will ensure that measures stipulated in the construction specifications preventing contaminated water entering the Creek are implemented. This topic will be included in reports submitted to RWQCB.	Corps/ SBCFCD		
Stationary equipment such as motors located within or adjacent to the Creek will be positioned over drip pans.	C, PoC	Mitigation monitor will ensure that this measure is in the construction specifications. Mitigation monitor will ensure implementation of appropriate pollution control measures. This topic will be included in reports submitted to RWQCB.	Corps/ SBCFCD		
Any equipment or vehicles driven and/or operated within or adjacent to the Creek will be properly maintained.	C, PoC	Mitigation monitor will ensure that this measure is in the construction specifications. Mitigation monitor will ensure implementation of appropriate pollution control measures. This topic will be included in reports submitted to RWQCB.	Corps/ SBCFCD		
CULTURAL RESOURCES					
An engineering evaluation of the structural integrity will be conducted concurrently with the National Register Eligibility evaluation. Conditions will be included in the construction plans and specifications to repair properties damaged due to project construction. Repairs or pre-emptive actions to historic structure will be approved by the State Historic Preservation Officer and the Advisory Council on Historic Preservation.	PtC	A qualified archeological monitor will ensure compliance with mitigation measures. A report will be submitted to the Corps' project archaeologist and SHPO.	Corps		
An archaeological monitor will be on site for all ground disturbing activities in the APE for Reach 3B. A test for the presence of buried cultural deposits will be conducted before the planting may commence within the environmental corridor along the north bank of the channel. If significant archaeological deposits are found during the testing program, a mitigation plan will be required. All compliance work will be coordinated according to the existing Programmatic Agreement. If cultural deposits are encountered during monitoring, all work in the area will cease until the provisions of 36 CFR 800.13(b)(2) Discoveries without Prior Planning are met.	PtC, C, PoC	A qualified archeological monitor will ensure compliance with mitigation measures. A report will be submitted to the Corps' project archaeologist and SHPO.	Corps		
A qualified archeologist monitor will be on site during heavy equipment activity adjacent to historic structures to ensure structural integrity.	C	The Corps will retain a qualified monitor prior to the activity.	Corps		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
<p>A variety of measures for Alternative E will be implemented based on the potential severity of a flood event. If the winery buildings are to remain in place with vehicle access still intact, flood proofing measures will be employed to protect the buildings. If the winery buildings are to be razed, moving them should be explored. Full scale HABS/HAER recordation will be completed before any action that will modify part or all of the structural element of the winery. If the buildings are to be removed and vehicle access is still intact in the canyon, the possibility of constructing a flood proof interpretive center based on the history of the Winery will be explored. The center will be made from materials and/or distinctive architectural elements salvaged from demolition if at all possible. If all structures are to be removed and vehicle access restricted, the interpretive center will be built as near the original winery location as possible.</p> <p>TRAFFIC</p> <p>The construction contractor will prepare a construction management plan during the final design stage of the project and implement it during the construction phase. The construction management plan will include a comprehensive traffic/transportation plan that would include the following:</p> <ul style="list-style-type: none"> • Traffic Safety Plan. This plan will address appropriate vehicle size and speed, travel routes, flag person requirements, coordination with law enforcement and fire control agencies, emergency access to ensure public safety, the need for traffic and speed limit signs, and the need to provide bicycle path alternatives. All construction traffic ingressing/egressing the site will do so along a set route to minimize impacts to the existing residential neighborhoods. • Road Improvement Plan. The existing condition of San Timoteo Canyon Road, Barton Road, California Street, and Beaumont Avenue will be documented by the construction contractor prior to the start of construction. The contractor, at the SBCFCD's direction, will conduct road repair work. Impacted roadways will be repaired to their pre-construction condition. 	PrC, C, PoC	A qualified monitor will ensure compliance with this mitigation measures. A report will be submitted to the Corps project archaeologist and SHPO.	Corps/SBCFCD		
<p>The construction contractor will prepare a construction management plan during the final design stage of the project and implement it during the construction phase. The construction management plan will include a comprehensive traffic/transportation plan that would include the following:</p> <ul style="list-style-type: none"> • Traffic Safety Plan. This plan will address appropriate vehicle size and speed, travel routes, flag person requirements, coordination with law enforcement and fire control agencies, emergency access to ensure public safety, the need for traffic and speed limit signs, and the need to provide bicycle path alternatives. All construction traffic ingressing/egressing the site will do so along a set route to minimize impacts to the existing residential neighborhoods. • Road Improvement Plan. The existing condition of San Timoteo Canyon Road, Barton Road, California Street, and Beaumont Avenue will be documented by the construction contractor prior to the start of construction. The contractor, at the SBCFCD's direction, will conduct road repair work. Impacted roadways will be repaired to their pre-construction condition. 	D, C, PoC	Construction contractor will prepare a construction management plan and provide copies to affected jurisdictions. Mitigation monitor will ensure compliance and implementation of said plan.	Corps/SBCFCD		
<p>SBCFCD will notify all affected residents in the vicinity prior to construction and future maintenance activities requiring removal of large quantities of sediment to offsite locations. A haul route will be designated that minimizes impacts to local traffic to the extent possible. The haul route and the period of time each day trucks will be using that route will be disclosed to local residents. Truck traffic will be limited to the designated haul route.</p>	PrC, C, PoC	Mitigation monitor will ensure noticing obligations are met. Construction contractor will incorporate haul route in the construction specifications.	Corps/SBCFCD		
<p>To prevent disruptions to local traffic circulation as a result of implementation of Alternative E, final design will consider reconstructing and elevating roadway sections at locations where the levee would be constructed across such roadways.</p>	D	Mitigation monitor will ensure measures are incorporated into design of alternative. Lead agencies will coordinate with affected authorities and jurisdictions.	Corps/SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
NOISE					
Construction or maintenance activities within 1,000 feet of residences or other noise-sensitive uses will be restricted to daytime hours. No construction or maintenance activities will be performed within 1,000 feet of an occupied dwelling unit on Sundays, on legal holidays, or between the hours of 7 p.m. and 7 a.m. on other days.	C, PoC	Mitigation monitor will ensure that noise ordinance requirements for construction and maintenance activities are incorporated into construction specifications and are implemented throughout construction and maintenance periods.	Corps/ SBCFCD		
All construction and maintenance equipment will have sound-control devices. No equipment will have an unmuffled exhaust.	C, PoC	Mitigation monitor will ensure that noise ordinance requirements for construction and maintenance activities are incorporated into construction specifications. Mitigation monitor will ensure implementation of appropriate noise control measures throughout construction and maintenance periods.	Corps/ SBCFCD		
Where appropriate, the construction contractor will maximize the use of natural topography to shield sensitive receptors from noise. The contractor will also shut off idling equipment. SBCFCD will notify adjacent residents in advance of construction and intensive maintenance work requiring sediment removal equipment.	C, PoC	Mitigation monitor will ensure that noise ordinance requirements for construction and maintenance activities are incorporated into construction specifications. Mitigation monitor will ensure implementation of all appropriate noise control measures throughout construction and maintenance periods.	Corps/ SBCFCD		
Mitigation measures to decrease noise impacts to sensitive riparian bird species during construction and maintenance activities to below a level of significance include: <ul style="list-style-type: none"> clearing riparian vegetation within the project area prior to the breeding season of the least Bell's vireo and southwestern willow flycatcher (April 10 through July 31); limiting construction and maintenance activities to avoid the breeding season of the least Bell's vireo and southwestern willow flycatcher (April 10 through July 31), or monitoring noise levels during nesting season to ensure that the 60 dBA L_{eq} level is not surpassed within suitable nesting habitat. 	C, PoC	Mitigation monitor will ensure that noise ordinance requirements for construction and maintenance activities are incorporated into construction specifications. Mitigation monitor will ensure implementation of all appropriate noise control measures throughout construction and maintenance periods.	Corps/ SBCFCD		
AIR QUALITY					
To reduce fugitive dust, the stockpile material and unpaved roads will be watered as necessary to prevent wind-generated pollution.	C, PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/ SBCFCD		
When wind speeds exceed 20 miles per hour, excavation and grading operations will be suspended.	C, PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/ SBCFCD		
Truck speeds on unpaved roads will not exceed 15 miles per hour.	C, PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/ SBCFCD		
Where feasible, the construction contractor will use electric power from poles.	C, PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/ SBCFCD		
Idling time of trucks and other construction equipment will be minimized.	C, PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/ SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
Contractors will perform excavation, grading, materials handling, and hauling of materials in compliance with SCAQMD Rule 403. Fugitive Dust. Specific measures to be included in the specifications will address the maintenance of adequate moisture content in soils to be excavated and transported; the stabilization of exposed graded areas; the cleaning of paved roads to be used as haul roads; paving or alternate treatment of unpaved roads considered for haul roads; and prevention of soil track-out from construction areas onto paved roads. The construction contractor will be responsible for obtaining applicable air quality permits.	D, C, PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/SBCFCD		
All trucks hauling materials subject to wind dispersal will be watered and covered.		Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications.	Corps/SBCFCD		
All disturbed soil areas not subject to revegetation will be stabilized with approved nontoxic soil binders, jute netting, or other methods, as appropriate.	C, PoC	Mitigation monitor will ensure that soil stabilization procedures are compliant with guidelines stipulated in the construction specifications.	Corps/SBCFCD		
PUBLIC HEALTH AND SAFETY					
During construction, barriers will be used to prevent or discourage unauthorized vehicles or persons from entering the construction corridor.	C	Mitigation monitor will ensure compliance and implementation of appropriate access control measures.	SBCFCD		
To reduce potential adverse public safety impacts to recreational users, signs will be posted along the reach warning users of potential hazards during flood events and future maintenance activities.	PoC	Mitigation monitor will ensure that all public safety warning signs are legible, visible, and in prominent areas.	SBCFCD		
The upstream and downstream sides of the intake pipe located at the base of each drop structure will be equipped with a grate to restrict access into the pipe.	D, C	Mitigation monitor will ensure that measures are included in the final plans and specifications.	Corps/SBCFCD		
HAZARDOUS MATERIALS AND WASTE					
Emergency provisions to contain and clean up unintentional spills will be in place prior to the construction.	PoC	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications. Mitigation monitor will ensure strict compliance and implementation of all rules regarding the spillage of hazardous materials on the construction site.	Corps/SBCFCD		
Measures will be followed to avoid accidental spills of oil and grease during construction and debris removal operations. If such spills occur, the contractor will be required to immediately clean the affected area and remove the materials from the site.	C	Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications. Mitigation monitor will ensure strict compliance and implementation of all rules regarding the spillage of hazardous materials on the construction site. In an event of a spill, a report of the remediation effort will be submitted to appropriate agencies.	Corps/SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
<p>If a contaminated area is encountered during construction, construction will cease in the vicinity of the contaminated area. The construction contractor will perform an assessment to determine the extent and type of contamination. If necessary, the contaminated site will be remediated to minimize the potential for exposure of the public and to allow the project to be safely constructed. All appropriate authorities (including EPA and the Corps) will be notified.</p> <p>If it is determined that structures proposed for demolition during project construction contain asbestos containing materials (ACMs) or lead based paints (LBPs), construction contractors will be required to coordinate demolition activities with the EPA, SCAQMD and other appropriate local agencies to obtain the appropriate permits and ensure the safe disposal of ACMs or LBPs.</p> <p>Contractors will comply with existing regulatory requirements regarding worker safety.</p>	C	<p>Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications. Mitigation monitor will ensure strict compliance and implementation of all rules regarding contamination and the remediation thereof, on the construction site. In an event of a spill, a report of the remediation effort will be submitted to appropriate agencies.</p> <p>Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications. Mitigation monitor will ensure strict compliance and implementation of all rules regarding demolition activities on the construction site.</p>	Corps/ SBCFCD		
<p>Contractors will comply with existing regulatory requirements regarding worker safety.</p>	C	<p>Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications. Mitigation monitor will ensure strict compliance and implementation of all rules regarding demolition activities on the construction site.</p>	Corps/ SBCFCD		
<p>Contractors will comply with existing regulatory requirements regarding worker safety.</p>	C, P, C	<p>Mitigation monitor will ensure that appropriate measures are incorporated into construction specifications. Mitigation monitor will ensure strict compliance and implementation of all rules regarding the safety of workers.</p>	Corps/ SBCFCD		
SOCIOECONOMICS					
<p>Acquisition and relocation procedures will be performed by SBCFCD. Relocation assistance for residential displacement impacts will be executed pursuant to applicable sections of Federal and state law. SBCFCD is legally bound to follow the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act and California Relocation Law. Where right-of-way acquisition and/or relocation assistance is necessary, SBCFCD will utilize state-licensed and certified appraisers to determine the fair market value for all parcels required for the project. Property will be purchased at fair market value, based on the approved appraisal.</p>	P, C	<p>Mitigation monitor will ensure compliance with state and Federal laws regarding relocation assistance and compensation at fair market value. Mitigation monitor will ensure a state-licensed and certified appraiser is utilized in said valuations.</p>	SBCFCD		
PUBLIC UTILITIES AND SERVICES					
<p>SBCFCD will be responsible for relocating the identified utility lines and will coordinate the relocation efforts with the appropriate utility agency.</p>	P, C, C	<p>Mitigation monitor will ensure compliance and implementation of appropriate measures regarding the relocation of utility lines outlined in the construction specifications.</p>	SBCFCD		
<p>If any other previously unidentified utility lines are encountered, then SBCFCD will obtain permits prior to relocation. SBCFCD will coordinate relocation efforts with the utility agency for any previously unidentified utility line in question.</p>	C	<p>Mitigation monitor will ensure compliance and implementation of appropriate measures regarding the relocation of utility lines outlined in the construction specifications.</p>	SBCFCD		
<p>Relocation of the utility lines will be done in conjunction with the construction contract for the project. SBCFCD will be responsible for coordinating with the utility providers to notify local residents in the event of a disruption of services (Lovell pers comm 1999).</p>	P, C, C	<p>Mitigation monitor will ensure compliance and implementation of appropriate measures regarding the relocation of utility lines and public notification of potential disruption outlined in the construction specifications.</p>	SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
If Alternative E is selected, further coordination with public utility and service providers would be required to avoid or minimize interrupting service or decreasing the level of service.	D	Mitigation monitor will ensure mitigation measure is complied with during further design phase.	Corps/ SBCFCD		
ENERGY All construction and maintenance equipment will be maintained properly and operated in an efficient manner.	C, PoC	Mitigation monitor will ensure compliance and implementation of measures as outlined in the construction specifications.	Corps/ SBCFCD		
PALEONTOLOGICAL RESOURCES To avoid impacts to paleontological resources, the construction contractor will participate in environmental training and briefing about paleontological resources prior to commencement of construction. If any resources are discovered during construction, activities will cease and the Corps and SBCFCD will be notified. A certified paleontologist will examine the material and determine effect to resources. To avoid construction delays, the monitor will have the equipment for salvaging fossils as they are exposed. The paleontologist will be able to collect samples of sediments likely to contain remains of small fossil vertebrates. The monitor will have the authority to temporarily halt or divert grading operations to allow removal of abundant or significant specimens. All fossils collected will be cleaned and prepared (including washing sediments to recover small fossil vertebrates) to the point of identification. The fossils will then be identified, cataloged, and appropriately boxed for accession. The fossils will be donated to the San Bernardino County Museum. A written report of the paleontological investigation will accompany the collections.	D, PrC, C	A paleontological monitor will ensure compliance and implementation of all rules and regulations regarding the identification, extraction, and preservation of fossils exposed during construction.	Corps/ SBCFCD		
SUMMARY OF PERMIT REQUIREMENTS					
In compliance with Section 7 of the Endangered Species Act, the USFWS will issue a Biological Opinion prior to commencement of construction.	PrC	A copy of the BO will be provided to the contractor prior to commencement of construction.	Corps		
A 404(b)(1) guidelines compliance evaluation is prepared in compliance with Section 404 of the Clean Water Act (refer to Appendix H). A general permit under Section 404 of the Clean Water Act will be necessary for future periodic sediment removal. SBCFCD will submit an application to obtain a 404 permit prior to future maintenance activities. The general permit will be subject to renewal at 5 to 10 year intervals. SBCFCD will be responsible for implementing conditions of the permit for future maintenance activities.	PrC, PoC	The contractor will be in receipt of the permit prior to activity.	Corps/SBCFCD		
Pursuant to Section 401 of the Clean Water Act, the Corps and SBCFCD will continue ongoing coordination with RWQCB regarding this permit, including the development and implementation of waste discharge requirements.	PrC	A copy of the permit will be provided to the contractor prior to commencement of construction.	SBCFCD		

Mitigation Measures	Timing ¹	Monitoring Method	Monitoring Responsibility ²	Verification of Compliance	
				Initial	Date
A 1601 Streambed Alteration Permit, issued by the California Department of Fish and Game, will be obtained by SBCFCD prior to construction.	PtC	A copy of the permit will be provided for the contractor prior to commencement of construction.	SBCFCD		
If necessary, a 2081 State Endangered Species Agreement, issued by the California Department of Fish and Game, will be obtained by SBCFCD prior to construction.	PtC	A copy of the permit will be provided for the contractor prior to commencement of construction.	SBCFCD		
An NPDES permit in compliance with Section 402 of the Clean Water Act will be required for the project. A Notice of Intent (NOI) and SWPPP will be prepared by the construction contractor and submitted to the RWQCB prior to construction.	PtC	The contractor will have a copy of the SWPPP onsite during construction activities.	SBCFCD		
An air quality permit for construction equipment will be obtained by the project construction contractor.	PtC	The measure will be included in the project plans and specifications.	SBCFCD		

⁽¹⁾ D = Final Design, PtC = Pre-Construction, C = Construction, PoC = Post-Construction

⁽²⁾ Corps = United States Army Corps of Engineers, SBCFCD = San Bernardino County Flood Control District

NOT FOR BID

Standard Plans and Special Drawings
(Green Pages)

inserted here

NOT FOR BID

LIST OF STANDARD PLANS AND SPECIAL DRAWINGS (GREEN PAGES)

1. Project Location Map
2. Notice to Residents (English/Spanish)

NOT FOR BID



**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
SAN TIMOTEO
LEVEE REPAIR PROJECT
CITY OF REDLANDS, CA**



LOCATION MAP
Flood Control District Zone 3

W.O. F02577

Lat:34.025315N Long: -117.200283W



NOTICE TO THE RESIDENTS CLOSE TO OR NEARBY SAN TIMOTEO CREEK LEVEE REPAIR PROJECT

San Bernardino County Department of Public Works has contracted with _____ (Company Name) for the San Timoteo Creek Levee Repair in the City of Redlands area. The construction shall include the grading and transportation of earthen material along San Timoteo Creek.

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 trucks entering and exiting along the roadway indicating the specific dates work will be performed. During the time we are working, traffic may be slowed, and we ask the following:

Adhere to all posted signage for your safety.

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 CERCAÑO DE SAN TIMOTEO CREEK LEVEE REPAIR PROJECT

El Condado de San Bernardino, Departamento de Obras Públicas, ha contratado con _____ (Company Name) para la instalación de cerco y piedra sobre la banquetta en la calle San Timoteo Creek Levee Repair en la ciudad de Redlands.

Este trabajo será hecho entre la fecha de _____ (Start Date) y _____ (End Date). Los horarios de trabajo serán entre las _____ de la mañana and _____ de la tarde de lunes a viernes.

Habrán camiones entrando y saliendo a lo largo de la carretera en las fechas y horarios especificados en que se realizará el trabajo. Durante el tiempo que estamos trabajando, el tráfico puede demorar y pedimos lo siguiente:

Seguir todas las señales de tráfico para su seguridad.

Lamentamos cualquier inconveniente que este trabajo pueda causarle y le agradecemos su cooperación y paciencia para ayudarnos a reconstruir su calle.

Muchas Gracias.

(Company name)

(Company contact name)

(Company phone number)

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

BIDDER: _____

PROPOSAL

**TO THE BOARD OF SUPERVISORS OF THE
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

For Construction On

**SAN TIMOTEO BASIN LEVEE REPAIR
San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18**

LENGTH: 1440.00 FEET

WORK ORDER: F02577

AREA: City of Redlands

SYSTEM NO.: 3-401-4P, 3-401-4Q, and 3-401-4R

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

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 Flood Control District, 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 therefor 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.
- If submitting bid through ePro, original Bid Security 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 District, Front Reception. Must be received on or before the time set for the opening of bids.
- If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- If submitting a bid 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.

Bidder: _____

Project: San Timoteo Basin Levee Repair

W.O.#: F02577

Limits: San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	200,000	Force Account	Supplemental Work- Unforeseen Differing Site Conditions Associated Subgrade Stabilization, utility conflicts, and/or repairs due to storm events	\$	\$
2	1	L.S.	Mobilization	\$	\$
3	1	L.S.	Locate and Protect Existing Utilities	\$	\$
4	1	L.S.	Quality Control Program	\$	\$
5	1	L.S.	Project Progress Schedule	\$	\$
6	1	L.S.	Trench and Excavation Safety/Temporary Shoring	\$	\$
7	1	L.S.	Develop Water and Power Supply	\$	\$
8	2	EA.	Portable Changeable Sign (PCMS)	\$	\$
9	1	L.S.	Traffic Control Systems	\$	\$
10	1	L.S.	Prepare Final Storm Water Pollution Prevention Plan	\$	\$
11	1	L.S.	Stormwater Pollution Prevention Plan Implementation	\$	\$
12	1	L.S.	Construction Protection Diversion and Control of Water/Dewatering	\$	\$
13	1	L.S.	Environmental Mitigation	\$	\$
14	1	L.S.	Remove, Dispose, and Replant of Trees and Plants	\$	\$
15	1	L.S.	Clearing and Grubbing	\$	\$
16	42,730	C.Y.	Excavation (Export Include In Payment Clause)	\$	\$
17	13,720	C.Y.	Backfillment (90% Relative Compaction) "Backfill"	\$	\$
18	1,050	C.Y.	Install Native Soil Cover on Top of 1/2 Ton Rock Slope Protection, 1.5' Thick, 90% Compaction	\$	\$
19	14,550	C.Y.	Rock Slope Protection (1/2 Ton, Method A Placement)	\$	\$
20	3,380	C.Y.	Concreted Rock Slope Protection (1/2 Ton, Method A Placement)	\$	\$
21	1,000	L.F.	Temporary Fence (Type CL-6)	\$	\$
PROJECT TOTAL: \$					

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 District shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the Base Bid alone by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

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. **Bid items with quantities noted (F) shall be considered as the final constructed quantity for payment purposes.**

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 working 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 working days**, 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 Flood Control District.

NOT FOR BID

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.

NOT FOR BID

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 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, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, 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 (c) 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.

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 District.

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.

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, the license number and expiration date are true and correct and that the bidder satisfies all of the requirements identified in said documents.

If the bid proposal is submitted through eProc 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 FLOOD CONTROL DISTRICT**, 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: SAN TIMOTEO BASIN Levee Repair; PROJECT LIMITS: SAN TIMOTEO BASINS 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 16, W.O. NO.: F02577

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

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

District Contract Representative
Telephone Number

Andy Silao
909 387-7920

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

NOT FOR BID

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by District, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with District, 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 Chief Flood Control Engineer 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 San Timoteo Basin Levee Repair San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18, City of Redlands area, Work Order No.: F02577; Road No.:

California Department of Transportation (Caltrans) 2018 Standard Specifications and the 2018 Standard Plans, including the Caltrans 2018 Revised Standard Specifications and the 2018 (Revisions through April 15, 2022) and Standard Plans and the 2018 (Revisions through April 15, 2022), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on San Timoteo Basin Levee Repair San Timoteo Basins 16, 17, 18, and up to 520 Linear Feet Upstream of Basin 18; Length: 1440.00 FEET; Work Order No.: F02577; Area: City of Redlands; System No.: 2-120

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 District, 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:

NOT FOR BID

Project: *San Timoteo Basin Levee Repair*

W.O.#: *F02577*

Limits: *San Timoteo Basins 16, 17, 18, and up to 520
Linear Feet Upstream of Basin 18*

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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*Table of Contract Quantities, Items and
Prices will be shown here*

NOT FOR BID

ARTICLE III. District 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 District 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 District 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 District has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide District with any relevant information requested and shall permit District 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 Contract, 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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**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

► _____
Chair, 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

B
y _____
Deputy

(Print or type name of corporation, company, contractor, etc.)
B
y _____
(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
► _____
Sophie A. Curtis, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Andy Silao, P.E., Chief
Date _____

Reviewed/Approved by District
► _____
Brendon Biggs, Chief Flood Control Engineer
Date _____

NOT FOR BID

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 District 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 District, 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 and a subcontractor, and such worker.

3. **Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the District 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 1776, 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 District. 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 District, 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 District or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the District 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 District 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 District 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 District, 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 District 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 District 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 into.

(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 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.