

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
*BLOOMINGTON AVENUE***

Cedar Avenue to 0.11 miles northeast of Larch Avenue

LENGTH: 0.42 miles
WORK ORDER: W.O. No. TX1795
AREA: Bloomington
ROAD NO.: 170550-010

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

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signal and Lighting shall be per Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revision through April 15, 2022) and per the 2018 Caltrans Standard Specifications section 86 "Electrical Work", and 87 "Electrical System" including the Caltrans 2018 Revised Standard Specifications (Revisions through April 16, 2021), unless specified otherwise in these Special Provisions.

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

-- TRANSPORTATION --



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

BLOOMINGTON AVENUE

Cedar Avenue to 0.11 miles northeast of Larch Avenue

LENGTH: 0.42 miles
WORK ORDER: W.O. No. TX1795
AREA: Bloomington
ROAD NO.: 170550-010


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



8/15/23

Brendon Biggs, P.E.
Director of Public Works

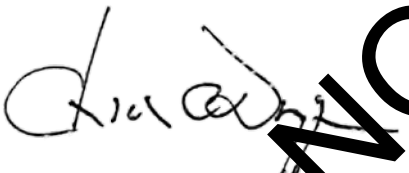
Date



08/15/2023

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

Date



08/09/2023

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

Date





08/09/2023

Jeremy Johnson, P.E.
Engineering Manager Traffic Division

Date



NOT FOR BID

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NOTICE TO BIDDERS

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

10:00 A.M., THURSDAY, XXXXXXXX XX, 20XX

in the building of:

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

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

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (however, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time) or in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video and teleconference via gotd.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:

BLOOMINGTON AVENUE
Cedar Avenue to 0.11 miles northeast of Larch Avenue

LENGTH: 0.42 miles
W.O.: W.O. No. TX1795
AREA: Bloomington
ROAD NO.: 170550-010

The work, in general, consists of grading and full depth pavement reconstruction consisting of rubberized hot mix asphalt over hot mix asphalt cement over cement treated base; replace existing HDPE storm drain with RCP storm drain; construct concrete sidewalk, curb and gutter; curb ramp reconstruction; concrete catch basin, storm drain cleanouts and collars; placing traffic striping and pavement markings and doing other work appurtenant thereto.

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

must comply with all applicable laws and regulations of the State of California at the time of bid and award.

*

A non-mandatory pre-bid meeting is scheduled for

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

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

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

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

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

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in these Special Provisions
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signal and Lighting shall be per Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revision through April 15, 2022) and per the 2018 Caltrans Standard Specifications section 86 "Electrical Work", and 87 "Electrical System" including the Caltrans 2018 Revised Standard Specifications (Revisions through April 16, 2021), unless specified otherwise in these Special Provisions.

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

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

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

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

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

QUESTIONS: Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **5:00 P.M. on FRIDAY, XXXX/XX/XX 20XX**

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

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

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

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

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

EMERGING SMALL BUSINESS ENTERPRISE PROGRAM: Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE)

Program. Questions regarding the ESBE Program should be directed to the Department of Public Works, Contracts Division at (909) 387-7920.

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

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

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

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

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 17713 and shall be used only for the purposes specified in that section.

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

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

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

RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.): On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their

contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

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

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

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

DATE: _____

NOT FOR BID

**SAN BERNARDINO COUNTY
SPECIAL PROVISIONS FOR CONSTRUCTION ON
BLOOMINGTON AVENUE
Cedar Avenue to 0.11 miles northeast of Larch Avenue**

LENGTH: 0.42 miles
WORK ORDER: W.O. No. TX1795
AREA: Bloomington
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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 or introduces a revision to the Standard Specifications.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

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

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

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

The work embraced herein shall be done in accordance with:

- 1) Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017) for Sections 1 through 9, unless specified otherwise in these Special Provisions.
- 2) Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in these Special Provisions.
- 3) Signal and Lighting shall be per Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revision through April 15, 2022) and per the 2018 Caltrans Standard Specifications section 86 "Electrical Work", and 87 "Electrical System" including the Caltrans 2018 Revised Standard Specifications (Revisions through April 16, 2021), unless specified otherwise in these Special Provisions.
- 4) Project Plans and these Special Provisions.
- 5) The Contract.
- 6) All other documents identified in the Contract.

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

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

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

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

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

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

1. Department – The San Bernardino County.
2. Office Engineer, Engineer or Director -- The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General -- The San Bernardino County Board of Supervisors.
4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State - The San Bernardino County.
8. Awarding Authority or Department - Means the County Board of Supervisors or any department or special district recommending to the Purchasing Agent or the County Board that a contract be awarded.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
11. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
12. Minority – Means the same as defined in Public Contract Code section 2051(c).

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

Holidays

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

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

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

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

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

Delete section 1-1.08, "DISTRICTS."

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

Replace section 1-1.12, "MISCELLANY," with:

1-1.12 MISCELLANY

Make checks and bonds payable to the San Bernardino County.

NOT FOR BID

2 BIDDING

Add the following paragraphs to section 2-1.01, "GENERAL":

The bidder must comply with the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

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

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

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

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

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

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

2-1.06A General

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

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

2-1.06B Supplemental Project Information

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

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

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

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

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

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

2-1.10 SUBCONTRACTOR LIST

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

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

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations public works contractor registration number.

4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

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

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

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

Delete section 2-1.27, "CALIFORNIA COMPANIES."

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

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

ePRO

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

REQUIRED LISTING OF SUBCONTRACTORS

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

Delete section 2-1.33A, "General."
Delete section 2-1.33B, "Bid Form Submittal Schedules."
Replace section 2-1.34, "BIDDER'S SECURITY," with:

2-1.34 PROPOSAL GUARANTY

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

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

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

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Works, 925 E. 3rd Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

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

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

Add the following paragraphs to section 2-1.46, "DEPARTMENT'S DECISION ON BID":
Proposals shall be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected if there are erasures or irregularities of any kind.

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

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

2-1.47 BID RELIEF

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

3 CONTRACT AWARD AND EXECUTION

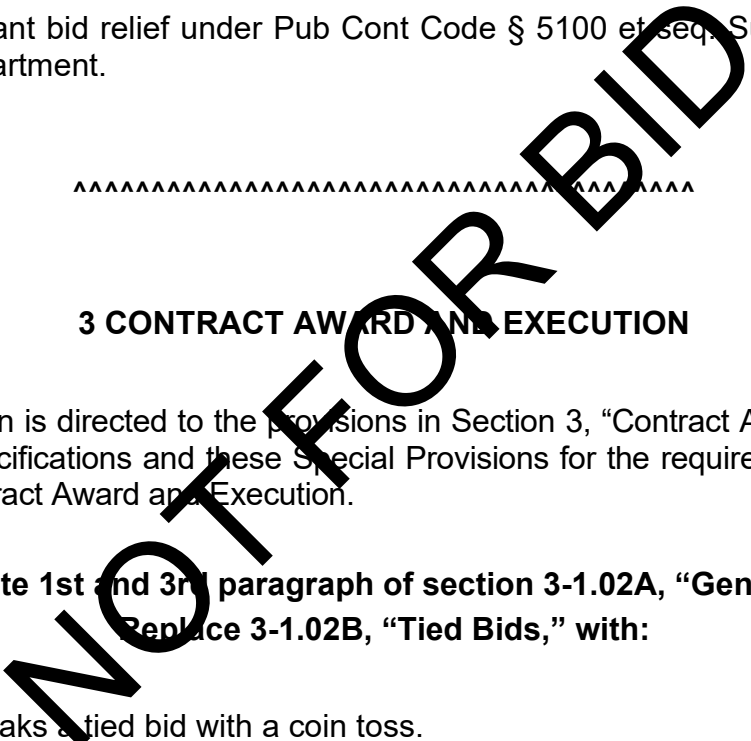
The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning the Contract Award and Execution.

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

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

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.



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

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

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 18164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3-1.04 CONTRACT AWARD

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

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

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

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

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

3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

3-1.18 CONTRACT EXECUTION

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

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

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

3-1.20 CONFLICT OF INTEREST

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

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

3-1.21 FORMER COUNTY OFFICIALS

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

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

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

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

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

3-1.23 REFERENCE CHECKS

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

Add section 3-1.23, "IRAN CONTRACTING ACT OF 2010," which reads:

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 County.

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

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4 SCOPE OF WORK

Add the following paragraph to Section 4-1.03, "WORK DESCRIPTION":

The work, in general, consists of grading and full depth pavement reconstruction consisting of rubberized hot mix asphalt over hot mix asphalt cement over cement treated base; replace existing HDPE storm drain with RCP storm drain; construct concrete sidewalk, curb and gutter; curb ramp reconstruction; concrete catch basin, storm drain cleanouts and collars; placing traffic striping and pavement markings and doing other work appurtenant thereto.

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

4-1.06A General

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

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

Replace “Change Order” at each occurrence in section 4-1.05, “CHANGES AND EXTRA WORK,” with “Change Order or Contract Amendments.”
Delete section 4-1.07, “VALUE ENGINEERING.”

^^

5 CONTROL OF WORK

.Delete the phrase “including VECs” at the end of item 1.1 in the 7th paragraph of section 5-1.09A, “General.”

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

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

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

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

Replace section 5-1.12, “ASSIGNMENT,” with:

5-1.12 ASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

High Risk Facility Notification:

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

either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

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

Attention is directed to other obstructions as follows:

AGENCY CONTACTS

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
AT&T	Jeff Woods jw3624@att.com	3033 Adams St Riverside, CA 92504 (951) 470-5034
Frontier Communications	Ray Roundtree Ray.roundtree@ftr.com	(714) 375-6760 Emergency: (800) 921-8101
Level 3 Communications/Lumen	Bryan Church Bryan.church@lumen.com	1110 Palmyrita Ave, Ste. 130 Riverside, CA 92507 (501) 560-5590
Southern California Edison	SOE Planning Supervisor	7951 Redwood Ave Fontana, CA 92336 (909) 357-6585 Emergency: (800) 611-1911
Southern California Gas	David Castellanos dcastellanos@socalgas.com	1981 W Lugonia Ave. Redlands, CA 92374 (909) 335-7508 Emergency: (800) 427-2200
Spectrum	James Mock James.mock@charter.com	7337 Central Ave Riverside, CA 92504 (951) 496-1627
West Valley Water District	Marco Bravo mbravo@wvwd.org	855 W. Base Line P.O. Box 920 Rialto, CA 92377

The initial written utility notification and preliminary plans were sent to utility agencies on June 23, 2020, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Southern California Gas Company	<ul style="list-style-type: none"> Bloomington Ave – west of Vine St to Larch Ave 	<ul style="list-style-type: none"> Southern California Gas Company will lower conflicting gas lines 12" prior to construction
Southern California Edison	<ul style="list-style-type: none"> Bloomington Ave – east corner at intersection with Vine St 	<ul style="list-style-type: none"> Southern California Edison will relocate conflicting support wire prior to construction
West Valley Water District	<ul style="list-style-type: none"> Bloomington Ave – water main and laterals, between Olive Avenue and Larch Avenue 	<ul style="list-style-type: none"> West Valley Water District will relocate conflicting water main and laterals prior to construction
Any Agency	<ul style="list-style-type: none"> Throughout Project 	<ul style="list-style-type: none"> If necessary, Contractor shall provide 2 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

UTILITY PROTECTION

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

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
AT&T	<ul style="list-style-type: none"> Bloomington Ave – underground line, approx. 37' northwest of centerline from southwest of Vine St to northeast of Larch Ave, with manholes at various locations Bloomington Ave – aerial line, northwest of centerline, from northeast of Olive St to northeast of Larch Ave 	<ul style="list-style-type: none"> Contractor to locate and protect in place AT&T to adjust manholes to final grade
Frontier Communications	<ul style="list-style-type: none"> Bloomington Ave – underground conduit, approx. 	<ul style="list-style-type: none"> Contractor to locate and protect in place

	37' northwest of centerline, from east of Cedar Ave to northeast of Larch Ave, with manholes at various locations	
Level Communications/Lumen	3 <ul style="list-style-type: none"> Bloomington Ave – underground conduit, approx. 37' north of centerline, from west of Cedar Ave to northeast of Larch Ave 	<ul style="list-style-type: none"> Contractor to locate and protect in place Lumen to adjust manholes to final grade
MCI (Verizon Business)	<ul style="list-style-type: none"> Cedar Avenue – underground line, east of centerline, crossing Bloomington Avenue Larch Avenue – aerial line, crossing Bloomington Avenue from east to west 	<ul style="list-style-type: none"> Contractor to locate and protect in place
Southern California Edison	<ul style="list-style-type: none"> Bloomington Ave – aerial cable, both sides of centerline, from Vine St to Larch Ave Bloomington Ave – underground cable, south of centerline, from east of Cedar Ave to west of Vine St (servicing streetlight 4590455) 	<ul style="list-style-type: none"> Contractor to locate and protect in place
Southern California Gas	<ul style="list-style-type: none"> Bloomington Ave – 4" gas line, north of centerline, from Cedar Ave to Vine St, crossing to southeast of centerline, from Vine St to Larch Ave, crossing to northwest of centerline, from Larch Ave to northeast of Larch Ave Cedar Ave – 2-4" gas line, west of centerline, crossing Bloomington Ave Vine St – 2" gas line, northeast of centerline, from south of Bloomington Ave to Bloomington Ave Olive St – 2" gas line, northeast of centerline, from south of Bloomington Ave to Bloomington Ave Larch Ave – 2" gas line, west of centerline, from south of Bloomington Ave to Bloomington Ave 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
Spectrum	<ul style="list-style-type: none"> Bloomington Ave – underground line, south of centerline, from 121' west of Vine St to Vine St Bloomington Ave – aerial 	<ul style="list-style-type: none"> Contractor to locate and protect in place

NOT FOR BID

	line, southeast of centerline, from Vine St to northeast of Larch Ave and northwest of centerline from approx. 340' southwest of Larch Ave to northeast of Larch Ave	
West Valley Water District	<ul style="list-style-type: none"> • Bloomington Ave – 8" ACP/PVC water line, crossing centerline from north to south, from Cedar Ave to Vine St • Bloomington Ave – 8" STL D&W water line, at centerline, from Vine St to east of Olive St • Bloomington Ave – 8" ACP water line, approx. 43' north of centerline, from east of Olive St to Larch Ave • Bloomington Ave – 4" STL D&W water line, crossing Bloomington Ave north of Larch Ave • Cedar Ave – 12" STL CML&W water line, east of centerline, crossing Bloomington Ave • Vine St – 8" PVC water line, southwest of centerline, from south of Bloomington Ave to Bloomington Ave • Vine St – abandoned 4" ACP waterline, southwest of centerline, from south of Bloomington Ave to Bloomington Ave • Olive St – 8" PVC waterline, southwest of centerline, from south of Bloomington Ave to Bloomington Ave • Fire hydrants, water meters, and water valves at various locations 	<ul style="list-style-type: none"> • Contractor to locate and protect in place • Contractor to adjust valve cans to final grade, if adjustable • Turn off vibratory equipment within 5' from AC water lines and 8" PVC water line on Vine St

NOT FOR BID

HIGH RISK UTILITIES

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

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

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

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

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

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

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

The Contractor shall be aware that West Valley Water District will be constructing an adjacent water main and laterals project simultaneously and Contractor shall coordinate work and/or traffic control as necessary to minimize impact to traffic movements and flow:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, including utility adjustments to grade, providing utility windows and coordination, and for doing all work

involved shall be considered as included in the contract prices paid for the **various items of work** and no additional compensation will be allowed therefore.

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

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

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

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

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

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

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

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

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

5-1.43G Civil Action

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

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor

San Bernardino, California 92415-0016

A copy of the County’s standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at [http://countyline.sbcounty.gov/riskmanagement/content/forms/claim against county.pdf](http://countyline.sbcounty.gov/riskmanagement/content/forms/claim%20against%20county.pdf).

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

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

6 CONTROL OF MATERIALS

Delete section 6-1.04, "BUY AMERICA."

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

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

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

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

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

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

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

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

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

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

MATERIAL

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

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

Reflective pavement markers with abrasion resistant surface:

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

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

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

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D

Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

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

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

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

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

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

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

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D

The Line Connection "Dura-Post"

Repo, Models 300 and 400

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

TRAFFIC CONES

Highway Safety Products 28"

Radiator Specialty Company 28"

Roadmarker Company "Stacker" 42"

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

TYPE "K" OBJECT MARKER (18")

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

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

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

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

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

Non-impactable Type

Astro-Optics JD Series
Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

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

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railiner"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

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

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

FYG, ASTM D 4956-01, Type IX.

Guide Signs:

T6501, ASTM D 4956-01, Type IV.

Construction Signs:

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Keep accurate payroll records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-1.05A General

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

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

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

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

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

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

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

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

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

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

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

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

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

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

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

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is canceled and not replaced, the County has the right but no obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

AA

Replace section 8-1.02, "SCHEDULE" with:

8-1.02 PROGRESS SCHEDULE

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

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

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

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

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

8-1.04A General

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

Prior to construction, the following submittals are required:

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

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

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

8-1.04B Standard Start

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

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

SIXTY (60) WORKING DAYS

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

Replace 8-1.10A, "General", with:

8-1.10A General

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

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

The Contractor shall pay the County the sum of

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

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

AA

9 PAYMENT

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

9-1.02C Final Pay Items

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20104.50.

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

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

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

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

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

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

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

(e) For purposes of this article:

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

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

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

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

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

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

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

Delete section 9-1.16F, "Retentions."

Replace 9-1.17D(1), "General," with:

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

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

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

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

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

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

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

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

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

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

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

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

9-1.22 CIVIL ACTION

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

DIVISION II – GENERAL CONSTRUCTION

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05,"Order of Work", of the Standard Specifications and these special provisions.

First order of work - First Order of Work: The Contractor shall obtain an encroachment permit from the City of Rialto prior to placing Portable Changeable Message Signs. The Contractor shall set up portable Changeable Message Signs at the locations specified in these Special

Provisions and as designated by the Engineer. Attention is directed to section “Portable Changeable Message Signs” elsewhere in these Special Provisions. The signs shall be installed two (2) weeks prior to the start of construction or as directed by the Engineer.

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

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

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

1. Survey stakes will be provided at 50' maximum increments along tangent segments and at 25' maximum increments along horizontal curves, and 25' maximum increments along grade breaks.
2. Additional stakes may be provided at existing edge of pavement returns and other areas as requested by the contractor, subject to the approval of the Engineer.
3. Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

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

Third Order of Work - The Contractor shall submit a Traffic Control Plan detailing the proposed construction phase staging, lane shift plan, and traffic control during the pre-construction meeting for review and approval by the Engineer.

Attention is directed to the “Traffic Control System” section of these special provisions regarding compensation for conforming to this order of work.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing cost, other work, 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 therefor.

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

Fifth Order of Work – The Contractor shall post sidewalk closure signs at least two (2) weeks prior to closure dates at ramp locations as stipulated in the Special Conditions Section

elsewhere in these Special provisions. Signs shall advise pedestrians of anticipated closure dates.

The contractor shall also prepare a Quality Control Plan for review and approval that complies with Section 5-1.01, 39-2.01A and other sections of the 2015 Standard Specifications. The contractor shall also include a work plan which describes how they plan on removing, placing and constructing all items of work within the project, as requested by the Engineer. The Contractor is required to furnish these plans, services, equipment and work and shall be included within the **various items of work** and no additional compensation will be allowed therefore.

Construction Order of Work

- Remove and construct storm drain improvements.
- Construct all concrete improvements (curb, sidewalk, ramps, curb and gutter, walls) on both sides of the street and driveway joins on south side of street.
- Construct slip ramp from NB Cedar to EB Blooming in two phases with full depth AC pavement.
- Construct Cedar intersection in multiple phases with full-depth AC pavement.
- Construct outside lanes in both directions with cement treatment and Type C HMA.
- Construct inside lanes in both directions with cement treatment and Type C HMA.
- Construct Type G RHMA.

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

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

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

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

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

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

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

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

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

10-1.03 PUBLIC SAFETY (CALTRANS 2015 REVISED STANDARD SPECIFICATIONS)

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

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

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

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

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

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than 1 foot deep.
 - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)
 - f) Excavations protected by existing barrier or railing.
 - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10-1.04 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board (SWRCB), Order No. 2009-0009-DWQ, CAS000002 (General Construction Permit). All permit related documents can be located at the SWRCB website at www.waterboards.ca.gov. This project lies within the boundaries of the **Santa Ana Regional Water Quality Control Board (RWQCB)**. The project is also covered by *Waste Discharge Identification (WDID) X-XXXXXXXXXX and municipal MS4 permit, Santa Ana Order No. R8-2010-0036, NPDES No. CAS 618036*. The General Construction Permit, WDID, and the MS4 permit shall hereinafter be referred to as "the Permits."

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

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

STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS

The County of San Bernardino has determined a Risk Level 1 for this project. The County 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 until it has been reviewed and updated by the Contractor, additionally reviewed and approved by the County, and submitted to the SWRCB. The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the Contractor's project approach.

Four (4) final signed hardcopies and one (1) electronic copy of the Final SWPPP must be submitted to the Engineer for review and acceptance within 15 business days prior to the start of construction activities. No work having potential to cause water pollution shall be performed until the SWPPP has been approved by the Engineer. The Contractor shall keep one (1) copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP shall be made available upon request by a representative of the

RWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. The Contractor shall immediately send copies of all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

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

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

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

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

WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

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

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

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

and profit shall be included in the individual line items listed in the Water Pollution BMP budget.

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

The Erosion Control Plan shall demonstrate that no plastic netting of any kind shall be used for this project. Any type of erosion control blanket or other product shall not use plastic. If netting is to be used, it must be flexible {e.g., "soft" hemp}.

All soil/gravel/rock, and straw/mulch/fiber rolls used for construction and erosion control shall be obtained from weed-free sources.

Measures should be implemented to minimize and avoid impacts to altering the existing sediment transport into the drainage system. Permanent measures may include down gradient check dams, settling basins, and riprap to control sediment transport.

WATER POLLUTION BMP BUDGET

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
EC-3	Hydraulic mulch	SQYD			
EC-4	Hydroseeding	SQYD			
EC-5	Soil binders	SQYD			
EC-6	Straw mulch	SQYD			
EC-7	Geotextiles	SQYD			
EC-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	15,100		
SE-6	Gravel bag berm	LF	2,500		
SE-7	Street sweeping	LS	1		
SE-8	Sandbag barrier	LF			
SE-9	Strawbale barrier	LF			
SE-10	Storm Drain Inlet Protection	EA			
SE-10	Wind erosion	LS	1		
TC-1	Stabilized construction entrance/exit	EA	2		
TC-2	Stabilized construction roadway	EA			
TC-3	Entrance/outlet tire wash	EA	2		
NS-1	Water conservation practices	LS	1		

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

NOT FOR BID

TOTAL: _____

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

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

The approved BMP budget will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control work due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost breakdown 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 9-1.02C, "Final Pay Items," of these Special Provisions. 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 4-1.05, "Changes and Extra Work," of the Standard Specifications.

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

PAYMENTS AND PENALTIES

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

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

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

Water Pollution Control Work shall be compensated as a percentage of working days. The Contractor must comply with all requirements and shall maintain and submit all necessary documents monthly to receive compensation.

The contract lump sum price for **Water Pollution Control Work**, shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in developing, reviewing, updating, amending and implementing (inspection, maintenance & repair, REAP, monitoring and reporting) a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer.

No progress payment shall be made for water pollution control work where a deficiency is documented regarding the contractors strict compliance with implementing (inspection, maintenance & repair, REAP, monitoring and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

Contractor agrees that the County of San Bernardino and/or the County Board of Supervisors' acceptance of the Final SWPPP does not relieve the Contractor of his/her obligations under

Section 5-1.03A, "Indemnification" and Section 5-1.03B, "Insurance" of the Special Provisions. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

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

RETENTION OF FUNDS

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

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

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

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

10-1.05 OBSTRUCTIONS

See Section 5-1.36C(1) of these Special Provisions

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

10-1.06 DUST CONTROL

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

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

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

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

10-1.07 MOBILIZATION

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

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

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

10-1.08 ENVIRONMENTAL MITIGATION MEASURES

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

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

The Contractor shall comply with the following mitigation measures:

- If work occurs during the nesting bird season (March 15 – September 1), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work.
- If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored.
- All staging areas will be surveyed and cleared by a biologist prior to equipment staging.
- Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- If human remains are encountered during construction, then the San Bernardino County Coroner's Office **MUST** be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

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

10-1.09 TRAFFIC CONTROL SYSTEM

A. GENERAL:

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

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

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

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

When applicable, the 2015 Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

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

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

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

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

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

other delivery services, and trash services shall be included in the definition of “personal and business activities.”

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

It is the Contractor’s responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary “No Parking” signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.081.**

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

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

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

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

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

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

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

B. SPECIAL CONDITIONS:

I. During Construction Activities

Construction on Cedar Avenue and Bloomington Avenue shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project.

On Bloomington Avenue, public traffic shall be permitted to pass through construction operations at all times on a minimum of one 12-foot wide paved lane for each direction of travel, including the right turn lane from northbound Cedar Avenue to eastbound Bloomington Avenue. In order to control traffic, additional flaggers shall be required at all intersecting streets in between locations where flaggers have the traffic queued for paving operations.

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

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

At any given time when the number of lanes on Bloomington Avenue are reduced to one lane for both directions of travel, construction work zones shall be limited to one location per street for both directions of travel and delays to motorists shall be limited to 10 minutes in time or as otherwise specified in these Special Provisions or approved by the Engineer.

Pedestrian safety; The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks or crosswalks at intersections shall be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided, the Contractor shall be allowed to close sidewalk ramp areas where approved by the Engineer. The Contractor shall post sidewalk closure signs at these ramp locations at least two (2) days prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these Special Provisions.

In cases where existing paved road widths are less than 24 feet, the Contractor may be allowed to utilize graded and compacted lane(s) as approved by the Engineer.

II. During Non-construction activities

On Bloomington Avenue and all side streets, the Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress. The Contractor shall stage his

construction operations accordingly in order to meet the above stated requirements.

C. MEASUREMENT AND PAYMENT:

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

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

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

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

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

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

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

10-1.10 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the 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 along Bloomington Ave, Bloomington Ct, Vine Street, Olive Street, and Larch

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

The following PCMS shall be installed as the first order of work and shall occur two (2) weeks prior to the start of construction.

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

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

Contractor shall provide PCMS advising of road construction and as directed by the Engineer.

- **Two (2) message signs, one in each direction on Cedar Avenue approaching Bloomington Avenue on Cedar Avenue.**
- **Two (2) message signs on westbound Bloomington Avenue, east of Larch Avenue.**
- **One (1) message sign on Bloomington Gap approaching Bloomington Avenue.**
- **One (1) message sign on Vine Street approaching Bloomington Avenue.**
- **One (1) message sign on Olive Street approaching Bloomington Avenue.**

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

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

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

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

PCMS shall be removed at the completion of the project.

The contract unit price paid for **Portable Changeable Message Sign** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing

all work involved in furnishing, placing, maintaining, relocating as necessary, and removing PCMS, as specified in the Standard Specification and these Special Provisions.

10-1.11 TEMPORARY PAVEMENT DELINEATION

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

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

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

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

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

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

TEMPORARY LANELINE AND CENTERLINE DELINEATION - Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

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

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

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

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

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

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

Channelizers used for temporary edgeline delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled, "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's opinion,

one of the surface mount types (36") listed in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

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

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

AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the lump sum price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

10-1.12 EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 10, "Existing Facilities," of the Standard Specifications and these special provisions.

10-1.12A REMOVE AND DISPOSE FENCE

This work shall consist of removal and disposal of existing chain link fence including post and foundation shall conform to the provisions in Sections 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

The contract price paid per foot for removal chain link fence shall be measured and paid for as **Remove Chain Link Fence**. Removal of all other concrete shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

10-1.12B REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

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

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

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

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

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

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

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

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

10-1. 12C REMOVE ROADSIDE SIGN

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

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

10-1.12D REMOVE ASPHALT CONCRETE SURFACING

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

Project: Bloomington Ave		Yard: 3		Date: November 06, 2018			
Project Limits: Cedar Ave to E & NE 0.11M NE Larch Ave						ADT: 42,460	
TI: 9.5 (10 Year), 10.0 (15 Year), 10.5 (20 Year), (3/5/19) Bubble Yard 13_BLO,FTA,RLO-1							
Project Lengths (ft): 2,218' (0.42mi),				Project Width (ft): 40'			
Note: All Soil Samples Taken From Beneath Cores							
Starting Point: Cedar Ave = 0+00				Lanes: 2 in each direction			
Soils Lab: SA & SE - SB County Lab and R-Value - RMA Testing results: 11/26/2018							
#	Distance (ft)	Lane	Wheel Track	Core Thick (ft)	Cores Layers From Top (ft)	Base or Native Under Core (ft)	Soil Results:
1.	4+75	EB #2	MWT	0.35'	Layer 1= 0.05' Layer 2= 0.20' Layer 3= 0.10'	Native	RV = 71 SE = 39 %200 = 24
2.	9+80	EB #2	MWT	0.43'	Layer 1= 0.10' Layer 2= 0.23' Layer 3= 0.10''	0.50' Base over native	RV = 74 SE = 42 %200 = 26
3.	13+00	EB #2	OWT	0.43'	Layer 1= 0.10' Layer 2= 0.22' Layer 3= 0.11''	Native	RV = 77 SE = 42 %200 = 26
4.	18+00	WB #1	IWT	0.28'	Layer 1= 0.14' Layer 2= 0.24'	Native	RV = 76 SE = 50 %200 = 18
5.	21+30	EB #2	OWT	0.75'	Layer 1= 0.20' Layer 2= 0.08'	Over Concrete	No soil sample

					Layer 3= 0.08' Layer 4= 0.39'		
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Existing bituminous surfacing shown on the plans to be removed approximate 0.6' full depth asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

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

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

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

Removal of existing asphalt over existing PVC storm drain pipe from station 10+72 to station 12+42 as shown per Detail A on sheet 3 of the improvement plans shall be included in the contract price paid per square yard for **Remove Asphalt Concrete Surfacing** and no additional compensation will be allowed therefore.

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

10-1.12E REMOVE ASPHALT CONCRETE DIKE

This work shall consist of removing portions of existing asphalt concrete dike where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

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

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

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

The contract price paid per linear foot for **Remove Asphalt Concrete Dike** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove and dispose of or otherwise handle existing asphalt concrete dike as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

10-1.12F PULVERIZE EXISTING ASPHALT CONCRETE

The existing pavement and native material shall be pulverized and blended to full depth reclamation in accordance with these special provisions.

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

The existing pavement has been cored at several locations and a summary of the coring operation is tabulated below. The average depth of pulverization is **1.20'** for the reach of this project. It is the Contractor's responsibility to verify existing depths of pavement and to make their own assumptions of average pavement thickness for bidding purposes. In areas where existing pavement thickness is less than the required depth of pavement and excavation of the sub-grade is necessary, the additional excavation shall be paid for under the item for Roadway Excavation and all its provisions shall apply.

NOT FOR BID

Project: Bloomington Ave	Yard: 3	Date: November 06, 2018
Project Limits: Cedar Ave to E & NE 0.11M NE Larch Ave		ADT: 42,460
TI: 9.5 (10 Year), 10.0 (15 Year), 10.5 (20 Year), (3/5/19) Bubble: Yard3_BLO,FTA,RLO-1		
Project Lengths (ft): 2,218' (0.42mi),		Project Width (ft): 60'
Note: All Soil Samples Taken From Beneath Cores		
Starting Point: Cedar Ave = 0+00		Lanes: 2 in each direction

Soils Lab: SA & SE - SB County Lab and R-Value – RMA Testing results: 11/26/2018

#	Distance (ft)	Lane	Wheel Track	Core Thick (ft)	Cores Layers From Top (ft)	Base or Native Under Core (ft)	Soil Results:
6.	4+75	EB #2	MWT	0.35'	Layer 1= 0.05' Layer 2= 0.20' Layer 3= 0.10'	Native	RV = 71 SE = 39 %200 = 24
7.	9+80	EB #2	MWT	0.43'	Layer 1= 0.10' Layer 2= 0.23' Layer 3= 0.10''	0.50' Base over native	RV = 74 SE = 42 %200 = 26
8.	13+00	EB #2	OWT	0.43'	Layer 1= 0.10' Layer 2= 0.22' Layer 3= 0.11''	Native	RV = 77 SE = 42 %200 = 26
9.	18+00	WB #1	IWT	0.28'	Layer 1= 0.14' Layer 2= 0.14'	Native	RV = 76 SE = 50 %200 = 18
10.	21+30	EB #2	OWT	0.75'	Layer 1= 0.20' Layer 2= 0.08' Layer 3= 0.08' Layer 4= 0.39'	Over Concrete	No soil sample

The pulverized material shall conform to the following gradation and quality requirements:

GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing	
	1-1/2" Maximum	
	Operating Range	Contract Compliance
2"	100	100
1-1/2"	90-100	87-100

QUALITY REQUIREMENTS

Test	Operating Range	Contract Compliance
Sand Equivalent	25 Min.	22 Min.

Durability Index"	-----	35 Min.
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The contract price paid per square yard for **Pulverize Asphalt Concrete Surfacing** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in pulverizing, complete in place, as specified in the Standard Specifications and these Special Provisions.

Full compensation for removing, stockpiling, hauling, placing, putting to grade, wetting, compacting, and disposing of the pulverized/native material mix is included in the contract price per cubic yard for **Export Pulverized/Native Material** and no additional compensation will be allowed therefor.

10-1.12G RELOCATE AND RESET ROADSIDE SIGNS

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

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

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

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

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

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

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

10-1.12H ADJUST MANHOLE FRAME AND COVER TO GRADE

This work Adjust Manhole Frame and Cover to Grade shall consist of adjusting existing frames, covers, grates, and manholes to grade after other grading and paving operations have been completed and shall conform to the provisions in Section 10, "Existing Facilities." of the Standard Specifications and these Special Provisions.

Existing manhole frames and covers shall be removed and reused.

Adjusted frames shall be surrounded by Minor Concrete. Concrete Collars shall be constructed per details as shown on County Special Drawing 106, attached to these Special Provisions.

Minor Concrete is paid separately in CY. Attention is directed to section, "Minor Concrete" elsewhere in these Special Provisions.

Where frames are within paved areas, the pavement material shall be cut, for removal to allow the adjustment, to a neat line uniformly at least twelve inches (12") outside of the frame's outer perimeter, conforming to the contour and shape of the frame. Concrete placed around the adjusted frame shall be "float" finished flush with the top of the frame and the surrounding pavement.

Where pavement is to be cold planed the existing manholes are to be lowered 6" below the limits of Asphalt Concrete removal and plated prior to the required cold planning, tied out for future location identification and raised to grade as required by standard detail after Asphalt Concrete Pavement is placed.

The contract unit price paid for **Adjust Manhole Frame and Cover to Grade** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in adjusting manhole frame and cover as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, including the removal and disposal of the resulting material, and no additional compensation will be allowed therefor.

10-1.12i COLD PLANE ASPHALT CONCRETE PAVEMENT

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

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

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

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

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

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

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

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

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

planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

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

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

The contract price paid per square yard for **Cold Plane (0.20') Asphalt Concrete Pavement** shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals, and for doing all the work involved in cold planing and disposing of planed material; and constructing, maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.12J REMOVE CONCRETE

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

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

Full compensation for concrete removal and detectable warning surface shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required as specified in these Special Provisions, and as determined by the Engineer, shall be included in the contract price paid in square yard for **Remove Concrete (Cross Gutter, Sidewalk, and Ramp)**; and in contract price paid per linear foot for **Remove Concrete (Curb, Curb & Gutter)** and no additional compensation will be allowed therefor.

10-1.12K REMOVE PIPE CULVERT

This work shall consist of removal and disposal of existing Storm Drain Pipe Culverts as shown on the plans and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in Section 17-2, "Clearing and Grubbing," and 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these special provisions.

Removed pipe shall become the property of the Contractor and disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal

and Recycling” and section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

The contract lump sum price paid for **Remove Culvert** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing the existing pipe, including hauling, asphalt saw cutting, removal and disposal asphalt concrete surfacing, trench excavation, backfilling and compacting as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.13 CLEARING AND GRUBBING

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

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

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

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

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

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

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

10-1.14 REMOVE TREES AND STUMPS

This work shall consist of removing and disposing of tree, multi tree and tree stumps, grinding of stumps and removing roots, as identified on the plans for removal and shall conform to the provisions in Section 17-2, “Clearing and Grubbing,” of the Standard Specifications and these Special Provisions.

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

All trees, tree stumps as shown on the plans, shall be cut, stumps grinded, roots removed, and shall be disposed of in accordance with the provisions in Section 5-1.20B(4), “Contractor Property Agreement”, Section 14-10, “Solid Waste Disposal and Recycling” and Section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

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

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

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

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

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

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

10-1.15 WATERING

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

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

10-1.16 EARTHWORK (ROADWAY)

A. ROADWAY EXCAVATION

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

Excavation and embankment shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal, asphalt pulverization and/or concrete removal. Any work done to obtain the compaction requirements for the area or areas 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 per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

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

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

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

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

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

Attention is directed to Section "**Remove Asphalt Concrete Surfacing**" of these Special Provisions.

Attention is directed to Subsection B. "**Structure Excavation**", below as to the payment.

After the completion of rough grading, the Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during trenching and backfilling operations of buried improvements and utilities backfill; prior to placement of reinforcing steel or concrete within footing trenches; and during fine or precise grading for placement of concrete flatwork.

Excavation from quarries and borrow areas shall be designed and performed in a manner that optimizes resource removal. Borrow areas shall be reconstructed to 4:1 slopes.

Where cuts are required, the slopes shall be graded to look like naturally occurring contours.

B. STRUCTURE EXCAVATION AND BACKFILL

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

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

In addition, relative compaction of not less than 90 percent shall be obtained for the layer between 0.5' to 1.5' below the grading plane for the width of the pavement whether in excavation or in embankment.

Excavation and embankment shall be measured to the grading plane. Any work done to obtain the compaction requirements for the area or areas 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 per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Structure excavation and Structure Backfill for Concrete Pipes and Concrete Inlets shall be included in their respective pay items.

For limits of payment for excavation and backfill see Caltrans Standard A62A, and A62F for details.

The compaction requirements for structure backfill, under Section 19-3.02C, "Structure Backfill," of the Standard Specifications are modified as follows:

Structure Backfill placed between structures and the vertical planes one foot outside neat lines of the structure footings shall be compacted to a relative compaction of not less than 95 percent.

Structure Backfill which is placed outside of the vertical planes one foot outside neat lines of the structure footings shall meet the requirements of Section 19-6, "Embankment Construction," of the Standard Specifications, and shall be compacted to a relative compaction of not less than 90 percent.

The limits of payment for structure excavation and backfill under Subsection 1 in Section 19-3.04. "Payment," of the Standard Specifications is amended to read as follows:

The horizontal limits for computing pay quantities will be diagonal planes depicted on the contract cross section drawings, and extensions thereof determined by the Engineer.

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. All of the foregoing shall be at the Contractor's expense.

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

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

COMPUTATION OF VOLUMES FOR PAYMENT OF EARTHWORK –

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

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

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

Excavation over existing PVC storm drain pipe from station 10+72 to station 12+42 as shown per Detail A on sheet 3 of the improvement plans shall be included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Full compensation for removing, stockpiling, hauling, placing and/or disposing of the native material mix is included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

10-1.17 EARTHWORK (STORM DRAIN)

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

Use the following compaction requirements in areas identified with shallow utility:

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

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

No additional compensation shall be allowed for slurry mix.

Using alternative other than the compacted fill, contractor shall coordinate with utility agencies with regard to the proposed compaction effort used and the type and weight of compaction equipment to be utilized for that purpose.

A special certain load compacting machine can be used to protect high risk utility such as gas, petroleum, and asbestos water lines.

Excavation shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane, per Section 19-5.03, "Construction," of the Standard Specifications, shall be the responsibility of the Contractor and payment for such shall be considered as included in the contract price paid per linear foot for **18" Reinforced Concrete Pipe (D-2000) or 24" Reinforced Concrete Pipe (D-1500)** down to the grading plane only, and no additional compensation will be allowed therefore.

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

Existing concrete surfacing shall be saw cut to a neat, true line where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to concrete which is to remain in place shall be repaired to a condition satisfactory to the

Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing concrete damaged outside the limits of concrete sidewalk to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Attention is directed to Sections, "Remove Concrete", "Remove Asphalt Concrete Surfacing" and "Reinforced Concrete Pipe" of these Special Provisions.

Structure excavation and Structure Backfill for Concrete Pipes and Concrete Inlets shall be included in their respective pay items and shall also include removing, stockpiling, hauling, placing and/or disposing of the native material mix is included in the and no additional compensation will be allowed therefore.

10-1.18 FINISHING ROADWAY

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

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

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

10-1.19 CEMENT TREATED SUBGRADE

CEMENT TREATED SUBGRADE SPECIFICATION

1-1 DESCRIPTION.

This item shall consist of constructing a mixture of asphalt concrete, soil, cement, and water in accordance with this specification, and in conformity with the lines, grades, thickness, and typical cross sections shown on the plans.

Cement treated subgrade shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized.

1-2 SUBMITTALS.

A. The Contractor shall furnish the following information regarding the subgrade cement treatment to the Engineer 10 working days prior to the start of the work:

1. The proposed source and supplier of cement with supplier's certificate of compliance, test data, and samples of the proposed cement.
2. Quality Control Plan detailing testing and inspection procedures, proposed construction equipment, construction methods, expected production rates, and planned sequence of treatment.

Approval of the cement source and the Contractor (or Subcontractor) performing the subgrade cement treatment is at the discretion of the Engineer.

B. By the end of the day or at the completion of the cement treatment work for each day, the Contractor shall furnish the following information to the County Inspector:

1. Certified weight tickets of cement delivered to the site, spread and mixed into the subgrade.
 2. Certified weight tickets of asphalt emulsions of curing seal delivered to the site, applied to the subgrade.
- C. The County Inspector shall document: (1) the quantity of cement applied each day, (2) areas treated and compacted, and (3) areas where curing seal was applied..

2-1 MATERIALS.

2-1.1 PORTLAND CEMENT.

Portland cement shall be Type II Modified conforming to the requirements of Section 90-1.02B(2) "Cement" of the 2015 Caltrans Standard Specifications. Pozzalonitic material shall not be substituted for Portland cement.

2-1.2 WATER.

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall be tested in accordance with and shall meet the suggested requirements of AASHTO T 26. Water known to be of potable quality may be used without testing.

2-1.3 CURING SEAL.

Curing seal material shall be "ePrime" by Ergon Asphalt and Emulsions or an approved equal. Curing seal material shall be prepared in accordance with manufacture's specifications and as approved by the Engineer.

2-1.5 SOIL.

The soil for this work may consist of materials on the site or imported and shall be free of roots, sod, weeds, wood, construction debris, trash/litter, and stones larger than 2-1/2 inches.

3-1 CONSTRUCTION METHODS.

3-1.1 GENERAL.

Prior to beginning any cement treatment, the existing subgrade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans.

3-1.2 WEATHER LIMITATIONS.

The cement shall not be spread while the atmospheric temperature is below 40° F or when conditions indicate that temperatures may fall below 40° F within 24 hours, when it's raining, or when the soil or subgrade is frozen.

3-1.3 APPLICATION.

Instructions

For 2% cement, microcracking is preferred.

For 4% cement, microcracking is required. However, if shallow utilities are present, remove microcracking to prevent damage to utilities.

A tolerance of +/- 5 % from design rate of application will be accepted for cement application (example: tolerance on spread rate of 8 lb/sf is +/- 0.4 lb/sf). The Engineer reserves the right to increase the rate of application of cement from the specified rates during the progress of construction as necessary to maintain the desired characteristic of the stabilized subgrade.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. The amount of cement spread shall be the amount required for mixing to the specified depth which will result in the specified rate of cement application. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

3-1.4 MIXING.

Mixing of the soil, cement, and water shall be done with a four wheel drive rotary mixer capable of down and up cutting the soil with a minimum engine gross horsepower of 500 hp (CMI RS-500B or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content not less than 1 percentage point below nor more than two percentage points above (-1 to +2 of OMC) the optimum moisture of the soil-cement mixture to ensure chemical action of the cement and soil.

The minimum cement pulverized layer is 0.5', however 0.35' is acceptable at some cases, like existing of shallow utilities.

3-1.5 COMPACTION.

The sequencing of the subgrade cement treatment shall be regulated by the Contractor such that final compaction of the soil-cement mixture to the specified density shall be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Initial compaction shall be by means of a sheepsfoot or segmented wheel roller. The compactor shall have a minimum ground pressure rating of 300 psi per padfoot. This shall be followed with final compaction with steel drum or pneumatic-tired rollers. Areas inaccessible to rollers shall be compacted to the required compaction by other means satisfactory to the Engineer.

The field dry density of the compacted mixture shall be at least 97 percent of the maximum dry density of the in-place material as determined in accordance with ASTM D 558. Relative compaction may also be determined by wet density methods. The in-place field density shall be determined in accordance with industry standards.

The County inspector shall verify the required compaction as specified; otherwise the work shall be rejected.

3-1.6 FINISHING AND CURING.

In case of adding 4 or more % Cement:

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section. The completed section shall then be finished by rolling with a pneumatic or other suitable roller approved by the Engineer.

Curing seal shall be applied to the surface of top layer of the cement treated subgrade. This curing method shall be as soon as possible, but no later than 2 hours after the completion of finishing operations. The finished subgrade shall be kept moist continuously until the curing seal is placed. The water application rate should be sufficient to ensure that subgrade material does not have dry spots or ponding water at the discretion of the Engineer.

Protect the curing seal from damage until it has cured and will not be picked up by vehicle tires. Allow the curing seal to set or break prior to applying blotter sand. (Break is defined when water separates from the emulsion and the color of the curing seal begins to change from brown to black. Break time is dependent upon application rates, temperatures, and subgrade conditions). Spread sand with a self-propelled screening spreader equipped with a mechanical device that spreads sand at a uniform rate over the full width of a traffic lane in a single application. Spread sand at a rate from 2 to 6 lb/sq yd. The Engineer shall determine the exact rate.

Observe the sanded cement treated subgrade for 3 curing days; additional sand shall be applied to protect the curing seal application as needed, especially for areas exposed to traffics.

In case of adding 2 % Cement:

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section. The completed section shall then be finished by rolling with a pneumatic or other suitable roller approved by the Engineer.

The curing time is 24 hours after compaction, without having equipment or traffic loading.

The curing seal could be eprime or water.

Microcracking is preferred on the next day morning prior the overlay.

Close monitoring of the moisture content must occur to ensure proper hydration of the cement.

3-1.7 MICROCRACKING (RECOMMENDED WHEN NEW ASPHALT IS TO BE PLACED DIRECTLY ON CEMENT TREATED SURFACE IN A SINGLE LIFT OF 2" - 4")

Microcracking of the cement treated subgrade shall be accomplished within 48 to 72 hours of the final compaction. A 10-ton steel-wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude and lowest frequency, or as directed by the Engineer shall be used. Three passes shall be completed over the entire section so as to induce minute cracks in the cement treated subgrade. After each pass observe the section for excessive damage, proceed as directed by the Engineer.

3-1.8 CONSTRUCTION JOINTS.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional cement treated soil shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent cement treated soil.

3-1.9 TRAFFIC.

Completed portions of cement treated subgrade can be opened to low-speed local traffic and to construction equipment, provided the curing seal operation is not impaired, and provided the cement treated material is sufficiently stable to withstand marring or permanent deformation.

After microcracking, completed portions of cement treated subgrade may be opened to low-speed local traffic and to construction equipment as directed by the Engineer.

3-1.10 MAINTENANCE.

The cement treated subgrade shall be firm and unyielding. If any weak or yielding area has been discovered, the Contractor shall replace those areas for the full-depth at his own expense.

The Contractor shall maintain the cement treated subgrade in good condition until all work is completed and accepted. Such maintenance shall be done by the Contractor at his own expense.

Maintenance shall include immediate repairs of any defects that may occur. If it is necessary to replace any processed material, the replacement shall be for the full-depth, with vertical cuts, using either fresh cement-treated material or concrete. No skin patches will be permitted.

3-1.11 SURFACING.

Subsequent pavement layers (asphalt concrete, bituminous surface treatment, or Portland cement concrete) shall be placed within 48 to 72 hours of finishing and microcracking (if applicable), as long as the cement treated subgrade is sufficiently stable to support the required construction equipment without marring or permanent distortion of the surface.

Prior to placing subsequent pavement layers, the cement treated subgrade shall be swept by utilizing a vacuum sweeper to remove excess sand. Steel brushes shall not be used. **Prior to apply Prime coat, the road shall be wetted (moisture) for no more than 20 minutes before placing the Hot Mix Asphalt. Prime coat shall be applied to the wetted cement**

treated subgrade. The prime coat shall be protected from damage until it has cured and will not be picked up by vehicle tires. Prime coat shall comply with the specifications in section

4-1 MEASUREMENT AND PAYMENT.

The cement treatment of the existing subgrade shall be paid for at the contract unit price per square yard for **2% Cement Treated Base (0.45' Thk)** and shall include costs for all water and Portland cement; for all spreading, mixing, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess material; for all microcracking (if applicable) and protection of the cement treated subgrade; for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying cement treated subgrade complete in place. Plating for driveways is also included as a required by the Engineer.

Curing seal, tack coat and prime coat shall be included in the price paid for **2% Cement Treated Base (0.45' Thk)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying curing seal complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions and as directed by the Engineer.

10-1.20 ASPHALT CONCRETE (RAP Optional)

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

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. The aggregate for asphalt concrete shall conform to the **(Type A, 3/4-inch, or Type A, 1/2-inch Aggregate Gradation as shown on plans)** specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
3. The asphalt binder grade shall be **PG 76-22 PM, PG 70-10 or PG 64-10** for asphalt concrete as shown on plans.
4. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

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

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

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

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

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

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

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

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

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

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

39-2.01A(4)(d) Reserved

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

39-2.01A(4)(e) Reserved

Replace Section 39-2.01D “Payment” with:

**39-2.01D Payment
Reserved**

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

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

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

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

A prime/tack coat is required:

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

2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

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

Replace Section 39-2.02D "Payment" with:

Quantities of asphalt concrete with/without RAP, will be paid for at the contract price per ton for **Asphalt Concrete (Type A ¾")** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.21 RUBBERIZED ASPHALT CONCRETE (TYPE G)

Rubberized asphalt concrete shall be Type G and shall conform to the provisions in Section 39-2.03, "Hot Mix Asphalt," of the 2015 Standard Specifications and these special provisions.

The rubberized asphalt concrete shall conform to the following requirements:

1. Rubberized asphalt concrete shall be produced at a central mixing plant using Crumb Rubber Modifier. Terminal Blend is not allowed.
2. RAP material shall not be used.
3. The aggregate for asphalt concrete shall conform to the (Type G, ¾" Inch) grading specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
4. The asphalt binder grade shall be PG 64-16.
5. The terms "Hot Mix Asphalt" and "HMA" are used, they shall be understood to mean and refer to "Asphalt Concrete" and "AC" respectively

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

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

A Tack Coat/Prime Coat is required.

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

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

Quantities of rubberized asphalt concrete will be paid for at the contract price per ton for **Rubberized Asphalt Concrete (Type G ¾" Maximum Grading)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing rubberized asphalt concrete, complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.22 ASPHALT CONCRETE (MISCELLANEOUS AREAS)

Asphalt Concrete placed in dikes, curbs and driveways shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt miscellaneous areas shall conform to the ¾ inch maximum grading for dikes and ¾ inch maximum grading for driveways as specified in Section 39-2.02B(4)(b), "Aggregate Gradations", of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

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

Location of asphalt concrete driveways or sidewalks are approximate and therefore Contractor shall notify the Engineer prior to construction.

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

The miscellaneous areas to be paid for at the contract price per square yard for **Place Asphalt Concrete Driveways** in addition to the prices paid for the materials involved shall be limited to the 0.33' thick asphalt concrete driveway approaches or sidewalks.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete dike and placing asphalt concrete (miscellaneous area), complete in place, as shown on the plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

10-1.23 CONCRETE STRUCTURES (MINOR STRUCTURES)

Portland cement concrete structures shall conform to the provisions in Section 51-7, "minor structures," of the Standard Specifications and these Special Provisions.

The concrete Catch Basin, concrete Storm Drain Cleanout, concrete SPPWC collar Std 380-4 and concrete SPPWC pipe to pipe connection Std. 340-2 shall be **Minor Structures**. All concrete shall be poured monolithically.

The concrete Catch Basin, concrete Storm Drain Cleanout, concrete SPPWC collar Std 380-4 and concrete SPPWC pipe to pipe connection Std. 340-2 shall be constructed according to applicable standard drawings as designated and shown on the plans, these Special Provisions and as directed by the Engineer.

Full compensation for furnishing & placing all bar reinforcing steel including structure excavation & backfill for the above-mentioned reinforced concrete structures shall be considered as included in the contract price per cubic yard paid for **Minor Structures (Catch Basin, Storm Drain Cleanout, Concrete Collar, and Pipe to Pipe Connection)** and no separate payment will be allowed therefore.

The contract price paid per cubic yard for **Minor Structures (Catch Basin, Storm Drain Cleanout, Concrete Collar, and Pipe to Pipe Connection)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including structure excavation, structure backfill, furnishing and placing reinforcing bars and for doing all the work involved in constructing drainage system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.24 GROUTED ROCK TREATMENT

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

Concrete shall be class 3 and shall conform to the provisions in Section 90, "Portland Cement Concrete" elsewhere in these special provisions.

Concrete shall fill all voids and bond together.

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

10-1.25 REINFORCEMENT

Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Attention is directed to Section, "Concrete Structures (Minor Structures)," in these Special Provisions.

All reinforcing bars shall be paid for under their respective item and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including structure excavation, structure backfill, furnishing and placing reinforcing bars and for doing all the work involved in constructing drainage system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.26 ROADSIDE SIGNS

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

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

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

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

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

The contract unit price paid for **Roadside Sign (Metal Post)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including the installation of sign panels, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. **Regardless of the number of signs on a given post, the pay quantity shall be counted as one (1) Sign for each post.**

10-1.27 REINFORCED CONCRETE PIPE

Circular reinforced concrete pipe shall conform to the provisions in Section 65, "Concrete Pipe," of the Standard Specifications and these special provisions.

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

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

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

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

Excavation, backfill and compaction for pipes shall be as shown on Caltrans Std A62D. Dload shall be 1500 and 2000.

PIPELINE INSPECTION BY CLOSED CIRCUIT TELEVISION (CCTV)

All newly constructed storm drain pipe shall be inspected by CCTV after all trench backfill operations have been completed

All video inspection operations shall be performed in the presence of and witnessed by the Inspector.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing reinforced concrete pipe (RCP), complete in place, including excavation, CCTV inspection, structure excavation, backfill, structure backfill, disposal of excess excavated material and temporary AC pavement (areas that will ultimately be pulverized and reconstructed after the pipe has been replaced) over the proposed pipe and incidentals as shown on the plans, shall be considered as included in the prices paid for **18" Reinforced Concrete Pipe (D-2000) or 24" Reinforced Concrete Pipe (D-1500)**, and no separate payments will be made therefor.

10-1.28 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

Full compensation for furnishing & placing all cast iron manhole frames, covers, drainage inlets, frames and grates for the concrete minor structures shall be considered as included in the contract price per cubic yard paid for **Minor Structures (Catch Basin, Storm Drain Cleanout, Concrete Collar, and Pipe to Pipe Connection)** and no separate payment will be allowed therefore.

Manhole frames, covers, drainage inlets, frames and grates shall be included in their respective item and be paid for under the contract price paid per cubic yard **Minor Structures (Catch Basin, Storm Drain Cleanout, Concrete Collar, and Pipe to Pipe Connection)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including structure excavation, structure backfill, furnishing and placing reinforcing bars and for doing all the work involved in constructing drainage system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.29 MISCELLANEOUS FACILITIES

Concrete Frame and grate shall conform to the provisions in Section 75, "Miscellaneous Metal," and Section 70, "Miscellaneous Drainage Facilities," of the Standard Specifications and these special provisions.

This work shall consist of adjusting existing frame and covers, grate to grade after other grading and paving operations have been completed and shall conform to the provisions in

Section 15, "Existing Highway Facilities." of the Standard Specifications and these Special Provisions.

The existing inlets, as shown on plans, shall be adjusted with grade rings and frame shall be surrounded by Minor Concrete 1' wide per Special Dwg 106, conforming to the provisions of Section 90, "Portland Cement Concrete," of the Standard Specifications (aggregate gradation to be the option of the Contractor) with a minimum thickness of six inches with six inch class 2 base.

The contract unit price paid for **Adjust Drainage Inlet Frame and Grate** to grade and shall include removal and furnishing all labor, materials, concrete, rings, base, tools, equipment and incidentals, and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

10-1.30 CHAIN LINK FENCE AND GATE

Chain link fence, chain link gate, pedestrian gate, double drive gate and rolling gate of varied width shall be **Type CL-5** as shown and tabulated on the plans shall conform to the provisions in Section 80, "Fences," of the Standard Specifications, these special provisions and as directed by the Engineer.

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

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

Top rail shall be provided.

The exact location for constructing new fences and new gates are shown on the plans and as determined by the Engineer.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting existing gates and sliding gates for new driveway grades, installing chain link fence, pedestrian gate and gates supporting arms and barbed wire shall be considered as included in the contract price per linear foot paid for **Chain Link Fence (Type CL-5)** and no additional compensation will be allowed therefor.

10-1.31 CURB RAMP DETECTABLE WARNING SURFACE

Detectable Warning Surface is required at ramp location. The Detectable Warning Surface shall be constructed by a cast-in-place method or shall be installed, consisting of a prefabricated surface approved by the Engineer as shown on Caltrans Standard Plan RSPA88A.

A glue down or bolt down detectable warning surface is not allowed.

The contract unit price paid for **ADA Ramp Detectable Warning Surface** shall include furnishing all labor, materials, equipment and incidentals needed for the construction or installation of the detectable warning surface as specified in these Special Provisions, and no additional compensation will be allowed therefore.

10-1.32 MISCELLANEOUS CONCRETE CONSTRUCTION

Concrete sidewalk, curb, curb and gutter, curb ramp, cross gutter and retaining curb shall conform to the provisions in Section 90, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete in the items specified above shall be of Minor Concrete.

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

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

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

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

Contractor to provide access to driveways at all times. All driveway construction, including AC paving behind the driveway and all grading to join existing improvements, shall be completed within 48 hours of driveway removals.

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

SLURRY CONCRETE ENCASEMENT:

Class 4 concrete over existing storm drain pipe as shown the improvement plans shall be included in the contract price paid per cubic yard for **Class 4 Concrete (Pipe Cover)** and no additional compensation will be allowed therefore.

The contract unit price paid per cubic yard for **Class 4 Concrete (Pipe Cover)** shall include full compensation for furnishing all labor, materials, equipment and incidentals including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Variable height concrete retaining curb (monolithically with sidewalk) as shown the improvement plans shall be included in the contract price paid per cubic yard for **Minor Concrete (Sidewalk)** and no additional compensation will be allowed therefore.

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

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

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

10-1.33 SURVEY MONUMENTS

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

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

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

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

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

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

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

10-1.34 MARKERS AND DELINEATORS/CHANNELIZERS

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

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

The Contractor shall install Channelizers (surface mounted – flexible base) as specified on plans.

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

The contract unit price paid for **Channelizer (Surface mounted – Flexible Base)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Channelizer (Surface mounted – Flexible Base)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.35 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS

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

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

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

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

10-1.36 PAVEMENT MARKERS (2015 CALTRANS REVISED STANDARD SPECIFICATIONS)

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

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

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

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

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

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

10-1.37 SURVEY MONUMENTS

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

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

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

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

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

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

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

10-1.38 COORDINATION

At a minimum the Contractor shall coordinate the construction activities two (2) weeks in advance prior to construction with cities, agencies, and schools below to minimize conflicts with their schedule:

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
City of Rialto Waste Management, 246 S Willow Ave, Rialto, CA 92376		Not Listed		Phone: (909) 421-7221 Calendar • Rialto, CA • CivicEngage (yourrialto.com)
San Bernardino County Fire Station 76, 10174 Magnolia St., Bloomington, Ca 92316		Hours 7:00 am-6:00 pm M-Fri		Phone: (909) 386-8400 San Bernardino County Fire Protection District (sbcfire.org)
United States Postal Service, 10191 Lindon Ave, Bloomington, CA 92316		Hours 9:00 am-5:00 pm M-Fri		Phone: (800) 275-8777 BLOOMINGTON - Post Office™ USPS
Bloomington Christian School PO BOX 355, Bloomington, CA 92316	School Buses, Student Drop-Off & Pick-Up	School Hours 6 am-6 pm M-Fri		Phone: (909) 8771239 Bloomington Christian - Bloomington Christian
Samuel W. Simpson Elementary School, 1050 Lilac Ave, Rialto CA 92376	School Buses, Student Drop-Off & Pick-Up	School Hours 7:00 am-4pm M-Fri	Principle Dr. Natasha Jones	Phone: (909) 820-7954 Simpson Elementary School / Homepage (rialto.k12.ca.us)
San Bernardino County Fire Station 76,				Phone: (909) 386-8400 San Bernardino County Fire

10174 Magnolia St, Bloomington, CA 92316				<u>Protection District (sbcfire.org)</u>
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It is the Contractor's responsibility to verify the schedules of the above mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

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

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

10-1.39 SIGNALS AND LIGHTING (2018 CALTRANS STANDARD SPECIFICATIONS)

10-1.39.1 Description

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

1. Bloomington Avenue and Cedar Avenue
2. Bloomington Ave and Larch Avenue

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

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

10-1.39.2 Contractor Supplied Materials

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

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

10-1.39.3 Regulations and Code

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

Attention is specifically directed to the California Administrative Code, Title 8, Subchapter 5, "Electrical Safety Orders," Articles 85 and 86, in accordance with which all persons and equipment working up to six (6) feet of high voltage power lines must meet the exceptions

specified in the above-mentioned code. The six (6) feet dimension shall be increased if required by Southern California Edison regulations.

10-1.39.4 Submittals

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

10-1.39.5 Foundations

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

CAST-IN-DRILLED-HOLE CONCRETE PILING

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

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

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

10-1.39.6 Conduit

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

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

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

Insulated bonding bushing will be required on all conduit.

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

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

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

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

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

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

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

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

10-1.35.7 Pedestrian Push Buttons

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

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

10-1.35.8 Detectors

Detectors shall conform to the provisions in Section 86-1.02F(1) "Conductors," Section 87-1.03F, "Conductors and Cable Installations," Section 87-1.03V, "Detectors," of the 2018 Caltrans Standard Specifications and current revisions, and these Special Provisions.

The Type "D" and "E" loop detectors shall be installed per 2018 Caltrans Standard Plans ES-5A and RSP ES-5B.

No more than 4 loop conductors shall be connected to a detector amplifier channel.

Loop wire shall be Type 2.

Loop detector lead-in cable shall be Type B.

For both Type D and E loops, the sides of the slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1-5/8".

Loops shall be filled with hot melt rubberized asphalt sealant.

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

10-1.35.9 Pull Boxes

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

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

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

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

Grout shall be placed in the bottom of pull boxes.

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

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

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

10-1.35.10 Conductors, Wiring and Cables

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

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

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

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

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

10-1.35.11 Bonding and Grounding

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

Bonding jumpers in standards with hand holes and traffic pull box lid cover shall be attached by a UL-listed lug using a 3/16-inch diameter or larger brass or bronze bolt and shall run to the

conduit or bonding wire in the adjacent pull box. The grounding jumper must be visible after the standard is installed and the mortar pad and cap is placed on the foundation.

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

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

10-1.35.12 Operational Testing

Operational test shall conform to the provisions in Section 87, "Electrical Systems," of the 2018 Caltrans Standard Specifications and current revisions,20 and these Special Provisions.

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

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

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

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

10-1.35.13 Payment

The contract lump sum price for "**Signals and Lighting (Cedar and Bloomington)**" and "**Signals and Lighting (Larch and Bloomington)**" shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the work involved in constructing the traffic signals, complete in place, as shown on the plans, or as directed by the Engineer.

The contract unit price for "**Inductive Loop Detector**" shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the work involved in constructing the traffic signals, complete in place, as shown on the plans or as directed by the Engineer.

NOT FOR BID

*Permits and Agreements
(Brown Pages)*

inserted here

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

BAI CEQA

City of Rialto Encroachment Permit

West Valley Water District Agreement

Permanent Easement

E1

Temporary Construction Easement

TCE1, TCE 2, TCE 4, TCE 5, TCE 6, TCE 7, TCE 8, TCE 9, TCE 10

NOT FOR BID