

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
RECHE CANYON ROAD AND OTHER ROADS**

Project Limits - Various Locations

LENGTH: 8.02 Miles
WORK ORDER: No. H15172
AREA: Colton

ROAD NO.: 107650020, 148800010, 152862010, 196650010, 270000010, 313900010, 328900010, 329200010, 342300010, 374650010, 389050010, 399150010, 445100010, 460775010, 487350030, 487350030, 487350020, 488350020, 612100010, 615100010, 662650010, 662800010, 670300010, 687100010, 689350030, 689350020, 773700010, 773700020, 773700005, 807350010, 842600040, 865850010, 875150020

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 (Latest revisions), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

**SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS**

-- TRANSPORTATION --




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


LENGTH: 8.02 Miles
WORK ORDER: No. H15172
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ROAD NO.: 107650020, 148800010, 152862010, 196650010, 270000010, 313900010, 328900010, 329200010, 342300010, 374650010, 389050010, 399150010, 445100010, 460775010, 487350030, 487350030, 487350020, 488350020, 612100010, 615100010, 662650010, 662800010, 670300010, 687100010, 689350030, 689350020, 773700010, 773700020, 773700005, 807350010, 842600040, 865850010, 875150020

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

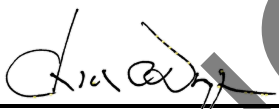

8/23/24

Noel Castillo, P.E.
Director of Public Works
Date


8/22/24

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

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


8/13/24

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




8/15/2024

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



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

RECHE CANYON ROAD AND OTHER ROADS Various Locations

LENGTH: 8.02 Miles

W.O.: No. H15172

AREA: Colton

ROAD NO.: 107650020, 148800010, 152862010, 196650010, 270000010, 313900010, 328900010, 329200010, 342300010, 374650010, 389050010, 399150010, 445100010, 460775010, 487350030, 487350030, 487350020, 488350020, 612100010, 615100010, 662650010, 662800010, 670300010, 687100010, 689350030, 689350020, 773700010, 773700020, 773700005, 807350010, 842600040, 865850010, 875150020

The work, in general, consists of portland cement concrete and asphalt concrete bike trail; retaining wall; place fabricated bridge on the Mission Zanja River with concrete abutment and wings, excavation and striping and doing other work appurtenant thereto.

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

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

San Bernardino County affirms that, in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation. This project and the resulting contract have a DBE goal of 0 Percent (0.0%) participation. Bidders must meet the DBE goal or make adequate good faith efforts to meet the DBE goal, as detailed in Section 2-1.02, "Disadvantaged Business Enterprise" of the Special Provisions. The County may consider the DBE commitments of the 2nd and 3rd low bidders when determining whether or not the apparent low bidder made adequate good faith efforts to meet the DBE goal.

The resulting contract requires the following number of apprentices: 0.

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

●
A non-mandatory pre-bid meeting is scheduled for : 10:00 A.M., WEDNESDAY, XXXXXXXX xx, 20xx

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

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

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

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

1. Caltrans 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, unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

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

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

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

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

QUESTIONS: Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **4:00 P.M. on Friday, XXXXXX 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 County of San Bernardino's Electronic Procurement Network (ePro) system. **THIS SYSTEM REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE COUNTY.**

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

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

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

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

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

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

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

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

Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.)
(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More): In accordance with Public Contract Code section 2204(a), the bidder certifies that at the time the bid is submitted, the bidder signing the bid is not identified on a list created pursuant to subdivision

(b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

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

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

The Contractor agrees-

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

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

CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION: This Project is subject to the California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the "Regulations"). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the Contractor's off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

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

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

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

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

Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the

job site or for Contractor. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

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

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

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

By:



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

DATE: _____

**SAN BERNARDINO COUNTY
SPECIAL PROVISIONS FOR CONSTRUCTION ON**

**RECHE CANYON ROAD AND OTHER ROADS
Various Locations**

LENGTH: 8.02 Miles
WORK ORDER: No. H15172
AREA: Colton

ROAD NO.: 107650020, 148800010, 152862010, 196650010, 270000010, 313900010, 328900010, 329200010, 342300010, 374650010, 389050010, 399150010, 445100010, 460775010, 487350030, 487350030, 487350020, 488350020, 612100010, 615100010, 662650010, 662800010, 670300010, 687100010, 689350030, 689350020, 773700010, 773700020, 773700005, 807350010, 842600040, 865850010, 875150020

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 and Revision (Revisions through July 21, 2017) unless specified otherwise in these Special Provisions and
- 2) The Caltrans Standard Plans dated 2018, unless specified otherwise (collectively referred to as "the Standard Plans"); and
- 3) Project Plans and these Special Provisions; and
- 4) The Contract; and

5) All other documents identified in the Contract.

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

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

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

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

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

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

1. Department – 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.

AA

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, 825 E. 3rd Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

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

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

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

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 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3-1.04 CONTRACT AWARD

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

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

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 **before 4:00 p.m. of the sixth (6th) business day following the bid opening.** Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated

in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.

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

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

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

3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

3-1.18 CONTRACT EXECUTION

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

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

presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

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

3-1.20 CONFLICT OF INTEREST

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

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

3-1.21 FORMER COUNTY OFFICIALS

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

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

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

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

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

3-1.23 REFERENCE CHECKS

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

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.

AA

4 SCOPE OF WORK

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

The work, in general, consists of Mill, Overlay, Rubberized Chip Seal, Glaspave 50, Leveling Course, Crack Seal, ADA Ramp Improvements 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

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>
Southern California Edison	Ben Murguia Benjamin.murguia@sce.com	287 Tennessee Street Redlands, CA 92373 Emergency: (800) 611-1911
Southern California Edison Mountainview Generating Station	Lyle Laven Lyle.laven@sce.com Doug Russell Doug.russell@sce.com	2492 W. San Bernardino Avenue Redlands, CA 92374 (909) 283-2234 (Lyle) Emergency: (800) 427-2200

The initial written utility notification and preliminary plans were sent to utility agencies on April 22, 2011, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Any Agency	<ul style="list-style-type: none"> Throughout Project 	<ul style="list-style-type: none"> If necessary, Contractor shall provide 2 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

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>
Southern California Edison Mountainview Generating Station	<ul style="list-style-type: none"> 10" wastewater pipeline, from BNSF railroad northeasterly to Cooley Ave/Court 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor to adjust cleanout to grade
Southern California Edison Transmission	<ul style="list-style-type: none"> Overhead 115 kV transmission lines, guy wires, and anchors on 6 poles approximately 700'-750' northeast of BNSF railroad, continuing northwest to cross the Santa Ana River 	<ul style="list-style-type: none"> Contractor to locate and protect in place Contractor shall comply with all provisions contained in Contract No. 19-355 between Regional Parks and SCE for the trail construction over SCE easements

HIGH RISK UTILITIES

The following utility facilities are "HIGH RISK" facilities:

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Southern California Edison Transmission	<ul style="list-style-type: none"> Overhead 115 kV transmission lines, guy wires, and anchors on 6 poles approximately 700'-750' northeast of BNSF railroad, continuing northwest to cross the Santa Ana River 	<ul style="list-style-type: none"> Contractor to locate and protect in place

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

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

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

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

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

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

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

5-1.43G Civil Action

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

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor

San Bernardino, California 92415-0016

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

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

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

6 CONTROL OF MATERIALS

Delete section 6-1.04, "BUY AMERICA."

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

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

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

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

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

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

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

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

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Traffic Division a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a

determination as to compliance with the specifications and any test the Department may elect to perform.

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

MATERIAL

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

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

Reflective pavement markers with abrasion resistant surface:

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

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

- Brite-Line Series 1000
- Swarco Industries "Director"
- 3M Stamark Brand Pliant Polymer Grade Series 5730
- 3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable construction grade striping and pavement marking tape:

- Advanced Traffic Marking ATM Series 200
- 3M Stamark Brand, Detour Grade, Series 5710
- Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

- 3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"
Carsonite Curve-Flex CFRM-400
Carsonite Roadmarker CRM-375
FlexStake H-D
Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor
Carsonite "Survivor" with 18" U-Channel anchor
Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)
Safe-Hit with 15" soil anchor (SHA5-15C-GL)
Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)
Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353
Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)
Carsonite Super Duck II "The Channelizer"
FlexStake Surface Mount H-D
The Line Connection "Dura-Post"
Repo, Models 300 and 400
Safe-Hit Guide Post with glue down base (SH236SMA)

TRAFFIC CONES

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

TYPE "K" OBJECT MARKER (18")

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

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

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

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

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

Non-impactable Type

Astro-Optics JD Series
Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

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

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

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

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

FYG, ASTM D 4956-01, Type IX.

Guide Signs:

T6501, ASTM D 4956-01, Type IV.

Construction Signs:

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

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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 Council.

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

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

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

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent

provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 201011 85.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

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

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

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

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

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

Continuing Products/Completed Operations Liability Insurance – A policy with a limit of not less than five million dollars (\$5,000,000) for each occurrence for at least

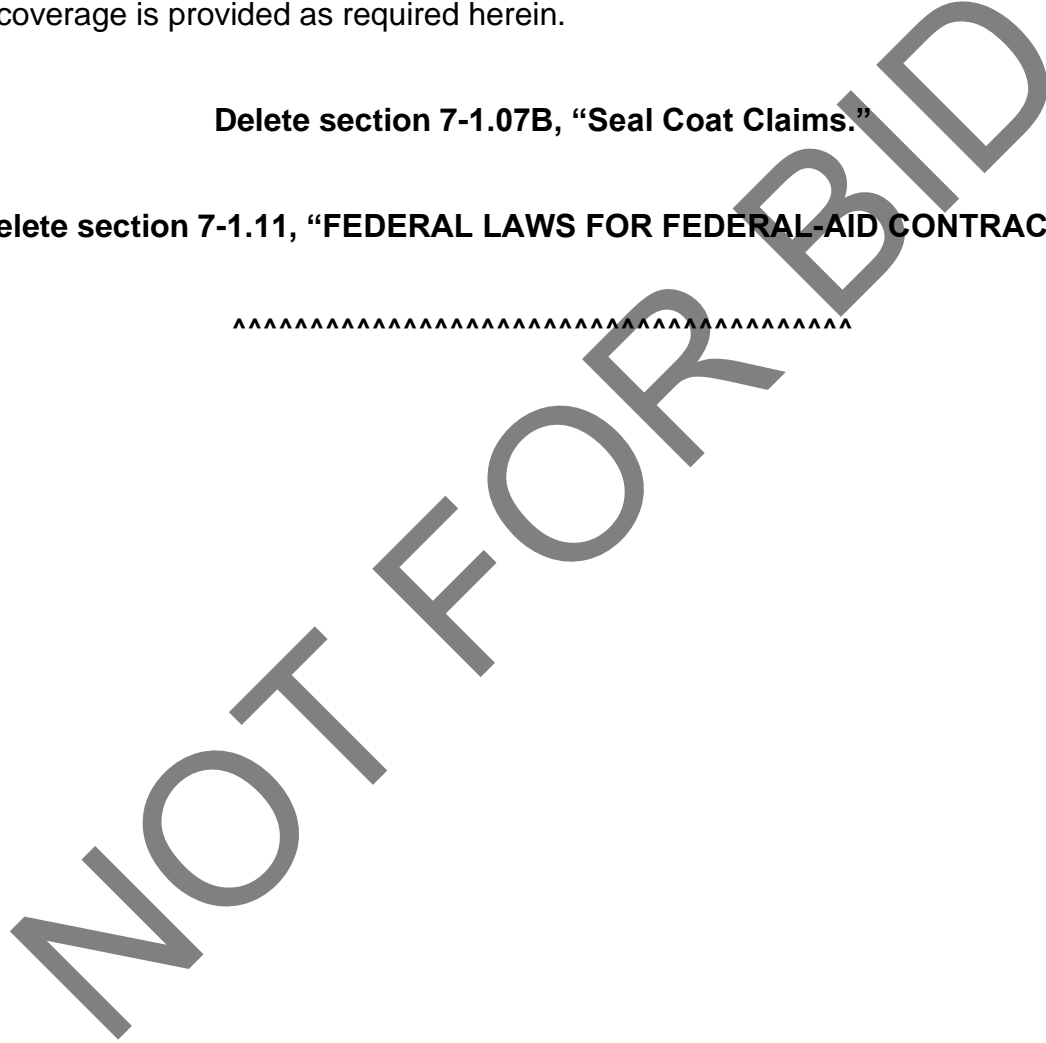
three years following substantial completion of the work on projects over one million dollars (\$1,000,000).

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

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

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

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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. Baseline progress schedule
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Fire Safety Plan

4. Notice to Residents, in English and Spanish
5. Notice of Materials to be Used
6. Subcontracting Request
7. Staging Area
8. Pollution Control Plan (WPCP)
9. All other required environmental submittals.
10. 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 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 **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.

**Delete section 9-1.07 “PAYMENT ADJUSTMENTS FOR PRICE INDEX
FLUCTUATIONS.”**

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

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

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

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

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

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

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

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

20104.50.

(a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide

concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

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

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

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

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

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

(e) For purposes of this article:

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

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

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

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

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

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

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

Delete section 9-1.16F, "Retentions."

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

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

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

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

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

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer

or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

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

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

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

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

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

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

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

9-1.22 CIVIL ACTION

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

DIVISION II – GENERAL CONSTRUCTION

10-1.01 ORDER OF WORK

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

First Order of Work - The Contractor shall set up Portable Changeable Message Signs at the locations specified in these Special Provisions and as designated by the Engineer.

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

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

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

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

Fifth Order of Work – The Contractor shall post advance notice signs for sidewalk closures at least three (3) days prior to the closure dates at ramp closure locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates. Contractor shall provide safe alternate pedestrian travel routes during ramp closures.

Sixth Order of Work – The Contractor shall submit a Construction Phasing Plan for the entire project limits, detailing the proposed construction and staging for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The construction phasing plan must include crack sealing/filling activities if needed on the project, this plan should include materials, submittals, price per TON and also duration of activity.

Seventh Order of Work – The Contractor shall submit for approval their Quality Control Plan which outlines the testing for the entire project and must include a paving plan which outlines the equipment used, Construction Phasing Plan as well as testing in the field and at the plant. The Quality Control Plan must conform to the Caltrans 2015 Standard Specifications and the County QAP as well as any additional requirements ordered by the Engineer.

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

10-1.02 PUBLIC SAFETY

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

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

pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

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

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

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

1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:

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

2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

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

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

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

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

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

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

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

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

Approach speed of public traffic (Posted Limit mph)	Work Areas
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 7-1.05A "General" subtitled "Indemnification" of these Special Provisions.

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

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

10-1.03 PERMITS AND AGREEMENTS

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

Contractor shall also comply with all terms that are applicable to County's contractors/subcontractors or on-site personnel in the license agreement, Contract No. 16-07-34-L1879, between the County and the United States Department of the Interior, Bureau of Reclamation located in the Permits and Agreements (Brown Pages) within these Special Provisions. Said license agreement is incorporated herein by this reference. In particular, Contractor and its subcontractors shall comply with Article 14. TERMS AND CONDITIONS, item (e), Article 15. SPECIAL CONDITIONS, items (a) through (i), and Article 18. HAZARDOUS MATERIALS, items (a) through (e). Any reference to "Licensee" in said Articles shall mean Contractor or Contractor's subcontractors.

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

Full compensation for permit fees and complying with the requirements of the City of Colton and the United States Department of the Interior, Bureau of Reclamation with respect to operations under their jurisdiction, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor

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

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

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

The Resident Engineer has the sole discretion to approve or reject requested survey work. No County survey work is allowed without the approval of the Resident Engineer.

If approved by the Resident Engineer, this extra survey work provided by the County for the proposed curb ramps including cross gutter shall conform with The American Disability Act (ADA) guidelines, applicable State Standard Plans, County Standard Drawings, Standard Plans for Public Works Construction, Standard Specifications, these Standard Provisions and as directed or approved by the Engineer.

Cost for the reconstruction of sidewalk, curb and gutter or driveways and removal of concrete within landscape areas are paid separately.

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

- Vertical / horizontal displacements (tripping hazard);
- Lip at flow line (must be flushed);

- Steeper counter slope at landing and cross slope (>5%);
- Steeper ramp (>8.33%);
- Steeper side flares (>10%);
- Steeper sidewalk cross slope (>2%);
- Sidewalk less than 4-ft minimum in width;
- Glued-down or No Detectable Warning Surface;
- Hazardous drop off at edge or adjoining accessible route;
- Deteriorated conditions;
- Herringbone;
- No top landing;
- No side flares or protection;
- Multiple cross slopes, etc.
- Illegible As-Built Drawings

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

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

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

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in

accordance with Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

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

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

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

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

10-1.05 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN UTILITY CONFLICTS)

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

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

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

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

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

Prospective bidders shall include the Contract Amount printed in the proposal for "**Supplemental Work At Force Account (Unforeseen Utility Conflicts)**" as their bid

for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

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

10-1.06 WATER POLLUTION CONTROL PROGRAM (WPCP)

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

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

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

Attention is directed to section, "Supplemental Work At Force Account (Unforeseen Dewatering, Control of Water, Construction Protection and Imported Soil)" elsewhere in these Special Provisions.

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

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

10-1.07 WATERING

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

The contract **Lump Sum (LS)** 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.

10-1.08 MOBILIZATION

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

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

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

10-1.09 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 (LS)** 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.

10-1.10 TRAFFIC CONTROL SYSTEM

A. GENERAL:

This work shall consist of all operations necessary to conduct construction operations in a safe manner relative to public traffic, and shall conform to the requirements in the section entitled

“Temporary Pavement Delineation”, of these Special Provisions, and those in Section 7-1.03, “Public Convenience”, Section 7-1.04, “Public Safety”, and Section 12, “Temporary Traffic Control”, of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04 of the Standard Specifications.

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

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

The Contractor shall submit a SEPARATE traffic control plan for Agua Mansa Road improvements. The traffic control plan shall include full closure of **12 working days** with details for detour during construction. The traffic control plan shall be submitted to the County for review and approval at least two weeks (10 working days) prior to start of construction.

The contractor shall be responsible for providing traffic control plan for all work within the City of Colton limits, and the traffic control plans shall be submitted two weeks prior to approval.

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

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan T10. The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for 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 will be determined by the Engineer or as indicated below in section B.

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

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

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

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

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", of the 2015 Standard Specifications, and elsewhere in these Special Provisions, will be borne solely by the Contractor.

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

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

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

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

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

B. SPECIAL CONDITIONS:

I. During Construction Activities

Construction shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project, or as directed by the Engineer.

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

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

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

II. During Non-construction activities

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

The Contractor shall provide one 11-foot graded and compacted or paved turn lane at the signalized intersections during non-construction activities.

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

C. MEASUREMENT AND PAYMENT:

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

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

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

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

The adjustment provisions in Section 4-1.05, "Changes and Extra Work", of the 2015 Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the 2015 Standard Specifications. No adjustment will be made for decreases.

10-1.11 PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

The PCMS shall be installed as the first order of work and shall occur two (2) weeks prior to the start of construction. Contractor shall provide a minimum of four (4) message signs.

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

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

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 **Each (EA)** 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.

10-1.12 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.

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 shown on the plans and on the typical cross sections. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

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 0.15-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 Sections 5-1.20B(4), "Contractor-Property Owner Agreement," 14-10, "Solid Waste Disposal and Recycling," and 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 become the property of the Contractor and shall be removed and disposed of outside the highway right of way in accordance with the provisions in Sections 5-1.20B(4), "Contractor-Property Owner Agreement," 14-10, "Solid Waste Disposal and Recycling," and 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.

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 (SY)** for **Cold Plane Asphalt Concrete Pavement (0.20', 0.12', 0.25', and 0.30' Thick)** 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.

10-1.13 REMOVE ASPHALT CONCRETE SURFACING

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

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

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

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

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

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

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

10-1.14 ASPHALT RUBBERIZED CHIP SEAL (SAMI)

This work shall consist of applying asphalt rubber binder followed by heated screenings pre-coated with asphalt binder followed by a fog seal coat and shall conform to the provisions in Section 37-205B, "Asphalt Rubber Binder Seal Coats," of the Standard Specifications, these special provisions and as directed by the Engineer.

ASPHALT RUBBER BINDER

Asphalt rubber binder must be a combination of:

1. Asphalt binder.
2. Asphalt modifier.
3. Crumb rubber modifier.

GENERAL:

Asphalt rubber binder must be 79 ± 1 percent by weight asphalt binder and 21 ± 1 percent by weight of CRM. The minimum percentage of CRM must be 20.0 percent and lower values may not be rounded up.

CRM must be 76 ± 2 percent by weight scrap tire crumb rubber and 24 ± 2 percent by weight high natural crumb rubber.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder. The asphalt rubber binder supplier determines the exact percentage.

If blended, the asphalt binder must be from 375 to 440 degrees F when asphalt modifier is added and the mixture must circulate for at least 20 minutes. Asphalt binder, asphalt modifier, and CRM may be proportioned and combined simultaneously.

The blend of asphalt binder and asphalt modifier must be combined with the CRM at the asphalt rubber binder production site. The asphalt binder and asphalt modifier blend

must be from 375 to 440 degrees F when the CRM is added. Combined ingredients must be allowed to react at least 45 minutes at temperatures from 375 to 425 degrees F except the temperature must be at least 10 degrees F below the flash point of the asphalt rubber binder.

After reacting, the asphalt rubber binder must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–60
Resilience at 25 °C (% rebound)	ASTM D5329	18–50
Softening point (°C)	ASTM D36/D36M	55–88
Viscosity at 375 °F (Pa•s x 10 ⁻³) ^a	ASTM D7741/D7741M	1,800–2,500

^aPrepare sample for viscosity test under California Test 388.

Maintain asphalt rubber binder at a temperature from 375 to 415 degrees F.

Stop heating unused asphalt rubber binder 4 hours after the 45-minute reaction period. Reheating asphalt rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt rubber binder must be from 375 to 415 degrees F before use.

During reheating, you may add scrap tire crumb rubber. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt rubber binder must comply with the specifications for asphalt rubber binder.

Asphalt Binder:

Asphalt binder must comply with the specifications for asphalt binder. Do not modify asphalt binder with polymer.

Asphalt binder for Asphalt Rubber Seal Coat shall be **PG 70-10** (unless changed by the Engineer).

Asphalt Modifier:

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon. Asphalt modifier must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Viscosity at 100 °C (m ² /s x 10 ⁻⁶)	ASTM D445	X ± 3 ^a
Flash point (CL.O.C., °C)	ASTM D92	207 min
Molecular analysis		
Asphaltenes by mass (max, %)	ASTM D2007	0.1
Aromatics by mass (min, %)	ASTM D2007	55

^a X denotes the proposed asphalt modifier viscosity from 19 to 36. A change in X requires a new asphalt rubber binder submittal.

QUALITY CONTROL FOR ASPHALT MODIFIER:

Test asphalt modifier under the test methods and frequencies shown in the following table:

Quality characteristic	Test method	Frequency
Viscosity	ASTM D445	1 per shipment
Flash point	ASTM D92	
Molecular analysis		
Asphaltenes	ASTM D2007	1 per shipment
Aromatics	ASTM D2007	

Crumb Rubber Modifier:

A combination of ground or granulated high natural crumb rubber and scrap tire crumb rubber.

High Natural Crumb Rubber: Material containing 40 to 48 percent natural rubber.

Scrap Tire Crumb Rubber: Any combination of:

1. Automobile tires.
2. Truck tires.
3. Tire buffing.

CRM must be ground or granulated at ambient temperature.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt rubber binder production site in separate bags.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced CRM particles must be large enough to be ground or granulated.

Wire must not be more than 0.01 percent by weight of CRM when tested under California Test 385. CRM must be free of contaminants except fabric, which must not exceed 0.05 percent by weight of CRM.

The length of an individual CRM particle must not exceed 3/16 inch.

CRM must be dry, free-flowing particles that do not stick together. A maximum of 3 percent calcium carbonate or talc by weight of CRM may be added. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier.

Specific gravity of CRM must be from 1.1 to 1.2 determined under California Test 208.

The CRM must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement	
		Scrap tire crumb rubber	High natural crumb rubber
Acetone extract (%)	ASTM D297	6.0–16.0	4.0–16.0
Rubber hydrocarbon (%)	ASTM D297	42.0–65.0	50.0 min
Natural rubber content (%)	ASTM D297	22.0–39.0	40.0–48.0
Carbon black content (%)	ASTM D297	28.0–38.0	--
Ash content (%)	ASTM D297	8.0 max	--

The County accepts CRM based on the gradation requirements shown in the following table when tested under California Test 385:

Crumb Rubber Modifier Gradation Requirements

Sieve size	Scrap tire crumb rubber		High natural crumb rubber	
	Operating range	Contract compliance	Operating range	Contract compliance
No. 8	100	100	--	--
No. 10	95–100	90–100	100	100
No. 16	35–85	32–88	92–100	85–100
No. 30	2–25	1–30	25–95	20–98
No. 50	0–10	0–15	6–35	2–40
No. 100	0–5	0–10	0–7	0–10
No. 200	0–2	0–5	0–3	0–5

If a test result for CRM gradation does not comply with the specifications, the County deducts the corresponding amount for each gradation test as shown in the following table:

Material	Test result ^a	Deduction
Scrap tire crumb rubber	Operating range < TR < Contract compliance	\$250
Scrap tire crumb rubber	TR > Contract compliance	\$1,100
High natural crumb rubber	Operating range < TR < Contract compliance	\$250
High natural crumb rubber	TR > Contract compliance	\$600

^a Test Result = TR

Each gradation test for scrap tire crumb rubber represents 10,000 lbs or the quantity used in that day's production, whichever is less.

Each gradation test for high natural crumb rubber represents 3,400 lbs or the quantity used in that day's production, whichever is less.

When tested under California Test 385, scrap tire crumb rubber must comply with the gradation requirements shown in the following table:

Scrap Tire Crumb Rubber Gradation

Percentage passing

Sieve size	Gradation limit	Operating range	Contract compliance
No. 8	100	100	100
No. 10	98–100	95–100	90–100
No. 16	45–75	35–85	32–88
No. 30	2–20	2–25	1–30
No. 50	0–6	0–10	0–15
No. 100	0–2	0–5	0–10
No. 200	0	0–2	0–5

When tested under California Test 385, high natural crumb rubber must comply with the gradation requirements shown in the following table:

High Natural Crumb Rubber Gradation

Percentage passing

Sieve size	Gradation limit	Operating range	Contract compliance
No. 10	100	100	100
No. 16	95–100	92–100	85–100
No. 30	35–85	25–95	20–98
No. 50	10–30	6–35	2–40
No. 100	0–4	0–7	0–10
No. 200	0–1	0–3	0–5

QUALITY CONTROL FOR CRUMB RUBBER MODIFIER:

Sample and test scrap tire CRM and high natural CRM separately. Test CRM under the test methods and frequencies shown in the following table. The Engineer reserves the right to sample and test the scrap tire CRM and high natural CRM separately. If the Engineer does and sample and test the CRM, it will be tested under the test methods and frequencies shown in the following table:

Crumb Rubber Modifier

Quality characteristic	Test method	Frequency
Scrap tire crumb rubber gradation	California Test 385	1 per 250 tons or 1 per project, whichever is greater
High natural crumb rubber gradation	California Test 385	1 per 250 tons or 1 per project, whichever is greater
Wire in CRM	California Test 385	1 per 10,000 lb
Fabric in CRM	California Test 385	
CRM particle length	--	
CRM specific gravity	California Test 208	
Natural rubber content in high natural crumb rubber	ASTM D297	1 per 3,400 lb

Asphalt Rubber Binder:

For County acceptance testing, take a sample of asphalt rubber binder in the Engineer's presence every 5 lots or once a day, whichever is greater. Each sample must be in a 6 qt can with open top and friction lid.

The County accepts asphalt rubber binder based on compliance with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–60
Resilience at 25 °C (% rebound)	ASTM D5329	18–50
Softening point (°C)	ASTM D36/D36M	55–88
Viscosity at 375 °F (Pa•s x 10 ⁻³) ^a	ASTM D7741/D7741M	1,800–2,500

^aPrepare sample for viscosity test under California Test 388.

In case of using Asphalt Rubber Binder Seal Coat as a top surface at extreme high temperature areas apply the following table:

Quality characteristic	Test method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–60
Resilience at 25 °C (% rebound)	ASTM D5329	35–50
Softening point (°C)	ASTM D36/D36M	70–88
Viscosity at 375 °F (Pa·s x 10 ⁻³) ^a	ASTM D7741/D7741M	1,800–2,500

^aPrepare sample for viscosity test under California Test 388.

QUALITY CONTROL FOR ASPHALT RUBBER BINDER:

Test asphalt rubber binder under the test methods and frequencies shown in the following table:

Quality characteristic	Test method	Sampling location	Frequency
Descending viscosity ^a	ASTM D7741/D7741M	Reaction vessel	1 per lot ^b
Viscosity at 375 °F	ASTM D7741/D7741M	Distribution truck	15 minutes before use per lot ^b
Cone penetration	ASTM D217	Distribution truck	1 per lot ^b
Resilience	ASTM D5329		
Softening point	ASTM D36/D36M		

^aStart taking viscosity readings at least 45 minutes after adding crumb rubber modifier and continue taking viscosity readings every 30 minutes until 2 consecutive descending viscosity readings have been obtained and the final viscosity complies with the specification requirement.

Descending Viscosity Reading: Subsequent viscosity reading at least 5 percent lower than the previous viscosity reading.

^bThe lot is defined in the Caltrans' *MPQP*.

Retain the sample from each lot. Test for cone penetration, resilience, and softening point for the first 3 lots and if all 3 lots pass, the testing frequency may be reduced to once for every 3 lots.

If QC test results indicate that the asphalt rubber binder does not meet the specifications, take corrective action and notify the Engineer.

Pre-coated Screenings

The County accepts pre-coated screenings based on compliance with the requirements shown in the following table:

Pre-coated Screenings Acceptance Criteria

Quality characteristic	Test method	Requirement		
Los Angeles Rattler Loss (max, %) Loss at 100 revolutions Loss at 500 revolutions	California Test 211	10		
		40		
Film stripping (max, %)	California Test 302	25		
Cleanness value (min)	California Test 227	80		
Durability (min)	California Test 229	52		
Crushed Particles (min.)	205	90%		
Gradation (% passing by weight) Sieve size: 3/4" 1/2" 3/8" No. 4 No. 8 No. 200	California Test 202	Max 1/2"	Medium 3/8"	Fine 3/8"
		100	100	-
		85-90	95-100	100
		0-30	70-85	85-100
		0-5	0-15 ^a	5-20 ^a
		-	0-5	-
0-1	0-1	0-1		

^a Lower percentages are desirable

Visual inspection is required to evaluate rocks to determine material acceptance.

The rocks must be crushed rocks and/or angular gravel particles.

Round chips and non-uniform size are not accepted

Screenings

Before pre-coating with asphalt binder, screenings for Asphalt Rubber Binder Seal Coat must comply with the gradation requirements shown in the following table:

Asphalt Rubber Binder Seal Coat Screenings Gradation

Sieve size	Percentage passing by weight		
	1/2" Max	Medium 3/8"	Fine 3/8"
3/4"	100	100	-
1/2"	85-90	95-100	100

3/8"	0-30	70-85	85-100
No. 4	0-5	0-15 ^a	5-20 ^a
No. 8	-	0-5	-
No. 200	0-1	0-1	0-1

^a Lower percentages are desirable

The seal coat screenings must comply with the requirements shown in the following table:

Seal Coat Screenings		
Quality characteristic	Test method	Requirement
Cleanness value (min)	California Test 227	80
Durability (min)	California Test 229	52

Screenings for Asphalt Rubber Binder Seal Coat shall be 1/2" Max., Medium or Fine 3/8".

Pavement Management will decide the screenings size based on the scope of the project.

Pre-coating Screenings

Pre-coating of screenings must be performed at a central mixing plant. The plant must be authorized under the Caltrans' Material Plant Quality Program.

For asphalt rubber binder seal coat, do not recombine fine materials collected in dust control systems except cyclone collectors or knock-out boxes with any other aggregate used in the production of screenings.

For Asphalt Rubber Binder Seal Coat, screenings must be preheated from 260 to 325 degrees F. Coat with any of the asphalts specified in the table titled "Performance Graded Asphalt Binders" in Section 92-1.02B. The asphalt must be from 0.7 to 1.0 percent by weight of dry screenings. The Engineer determines the exact rate.

Do not stockpile preheated or pre-coated screenings.

CONSTRUCTION

General

The equipment used in producing asphalt rubber binder and the equipment used in spreading asphalt rubber binder must be permitted for use by the local air district.

Equipment

Asphalt rubber binder blending equipment must be authorized under the Caltrans' Material Plant Quality Program.

The blending equipment must allow the determination of weight percentages of each asphalt rubber binder ingredient.

Self-propelled distributor truck for applying asphalt rubber binder must have the following features:

1. Heating unit
2. Internal mixing unit
3. Pumps that spray asphalt rubber binder within 0.05 gal/sq yd of the specified rate
4. Fully circulating spray bar that applies asphalt rubber binder uniformly
5. Tachometer
6. Pressure gauges
7. Volume measuring devices
8. Thermometer
9. Observation platform on the rear of the truck for an observer on the platform to see the nozzles and unplug them if needed

Asphalt Rubber Binder Application

Apply asphalt rubber binder immediately after the reaction period. At the time of application, the temperature of asphalt rubber binder must be from 385 to 415 degrees Fahrenheit.

Apply asphalt rubber binder at a rate from 0.55 to 0.65 gal/sq yd. The Engineer determines the exact rate. You may reduce the application rate by 0.050 gal/sq yd in the wheel paths.

Apply asphalt rubber binder when the ambient temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 55 degrees F. The Contractor may be granted additional working days, but there will be no additional compensation for weather-related delays or scheduling delays. The Contractor is expected to have accounted for potential weather-related delays and scheduling delays in his or her bid.

Do not apply asphalt rubber binder unless enough screenings are available at the job site to cover the asphalt rubber binder within 2 minutes. Intersections, turn lanes, gore points, cul-de-sacs, knuckles, and irregular areas must be covered within 15 minutes.

Do not apply asphalt rubber binder when pavement is damp or during high wind conditions. If authorized, you may adjust the distributor bar height and distribution speed and use shielding equipment during high wind conditions.

Screenings Application

During transit, cover pre-coated screenings for Asphalt Rubber Binder Seal Coat with tarpaulins if the ambient air temperature is below 65 degrees F or the haul time exceeds 30 minutes.

At the time of application, screenings for Asphalt Rubber Binder Seal Coat must be from 260 to 325 degrees F.

Spread screenings at a rate from 28 to 40 lb/sq yd. The exact rate is determined by the Engineer. Spread to within 10 percent of the determined rate.

Rolling and Sweeping

Perform initial rolling within 90 seconds of spreading screenings. Do not spread screenings more than 200 feet ahead of the initial rolling.

For final rolling, a steel-wheeled roller weighing from 8 to 10 tons in static mode shall be used.

Perform a final sweeping before Contract acceptance. The final sweeping must not dislodge screenings.

Final rolling and sweeping are not required for the Stress Absorbing membrane Interlayer (SAMI).

Where asphalt rubber binder seal coat is applied as SAMI, fog seal coat is not required.

QUALITY ASSURANCE:

SUBMITTALS

At least 5 business days before use, the Contractor shall submit the permit issued by the local air district for asphalt rubber binder field blending equipment and application equipment. If an air quality permit is not required by the local air district for producing asphalt rubber binder, submit verification from the local air district that an air quality permit is not required.

At least 10 days before starting seal coat activities, the Contractor shall submit the name of an authorized laboratory to perform QC testing for asphalt rubber binder. The authorized laboratory must comply with the Caltrans' Independent Assurance Program.

The Contractor shall submit Safety Data Sheet (SDS) for each Asphalt Rubber Binder ingredient and the asphalt rubber binder.

For each delivery of asphalt rubber binder ingredients and Asphalt Rubber Binder to the job site, the Contractor shall submit a certificate of compliance and a copy of the specified test results.

The Contractor shall submit a certified volume or weight slip for each delivery of Asphalt rubber Binder ingredients and asphalt rubber binder.

On the same day of delivery the material, the Contractor shall submit:

1. Four 1-qt cans of mixed asphalt rubber binder

2. Samples of each asphalt rubber binder ingredient
3. Asphalt rubber binder formulation and data as follows:
 - 3.1. For asphalt binder and asphalt modifier, include:
 - 3.1.1. Source and grade of asphalt binder
 - 3.1.2. Source and type of asphalt modifier
 - 3.1.3. Percentage of asphalt modifier by weight of asphalt binder
 - 3.1.4. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt rubber binder
 - 3.1.5. Test results for the specified quality characteristics
 - 3.2. For crumb rubber modifier, include:
 - 3.2.1. Each source and type of scrap tire crumb rubber and high natural rubber
 - 3.2.2. Percentage of scrap tire crumb rubber and high natural rubber by total weight of asphalt rubber binder
 - 3.2.3. Test results for the specified quality characteristics
 - 3.3. For asphalt rubber binder, include:
 - 3.3.1. Test results for the specified quality characteristics
 - 3.3.2. Minimum reaction time and temperature

The Contractor shall submit a certificate of compliance and accuracy verification of test results for viscometers.

The Contractor shall submit notification 15 minutes before each viscosity test or submit a schedule of testing times.

The Contractor shall submit the log of Asphalt Rubber Binder viscosity test results each day of asphalt rubber binder seal coat work.

The County shall obtain material samples during the application processes, and shall run tests for these collected samples as needed. If the test results fail to meet the required standards, the County shall reject the said work and the Contractor shall remove and replace the placed asphalt at the Contractor's own expense.

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.

MEASUREMENT AND PAYMENT

The contract price paid per **Square Yard (SY)** for **Apply Rubberized Chip Seal/SAMI** shall include full compensation for furnishing all labor, materials (including paving asphalt for pre-coating screenings), tools, equipment, and incidentals and for doing all the work involved in furnishing and applying screenings, asphalt rubber binder, complete in place, including preparation preheating and pre-coating screenings as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.15 ASPHALT CONCRETE (RAP Optional)

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

The Contractor may produce asphalt concrete using reclaimed asphalt pavement (RAP). The Contractor may substitute RAP for a portion of the virgin aggregate in asphalt concrete in an amount **not exceeding 15 percent** of the asphalt concrete dry aggregate mass.

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

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

The asphalt concrete shall conform to the plans and the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. The **Aggregate for Apply Tack Coat and Construct 0.08' HyRAP Type F** shall conform to **Type F, 3/8-inch, Aggregate Gradation**, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The **Asphalt Binder Grade** shall be **PG 64-10**.
3. The **Aggregate for Asphalt Concrete (Asphalt Concrete Leveling Course)** shall conform to **Type A, 3/8-inch, Aggregate Gradation**, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The **Asphalt Binder Grade** shall be **PG 64-10 PM**.
4. The **Aggregate for Asphalt Concrete (Type A)** shall conform to **Type A, 1-inch, Aggregate Gradation**, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The **Asphalt Binder Grade** shall be **PG 70-10 PM**.
5. 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.
6. 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>

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

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

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

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

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

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

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

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

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

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

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

39-2.01A(4)(d) Reserved

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

39-2.01A(4)(e) Reserved

Replace Section 39-2.01D “Payment” with:

39-2.01D Payment

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

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

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

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

A prime/tack coat is required:

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

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

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

Replace Section 39-2.02D "Payment" with:

Quantities of asphalt concrete with/without RAP, will be paid for at the contract unit price per TON for **Apply Tack Coat and Construct 0.08' HyRAP Type F; Asphalt Concrete Leveling Course (Type A, 3/8" Aggregate Gradation, PG 64-10 HMA); and Asphalt Concrete (Type A, 1" Aggregate Gradation, PG 70-10 PM HMA)** 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.

10-1.16 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, 3/4" Inch as specified in the plans and bid sheet) grading specified in Section 39-2.03B(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 (TON)** for **Asphalt Concrete (Type G, 3/4" Aggregate Gradation, PG 64-16 RHMA)** 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.

10-1.17 CRACK SEAL AND APPLY SEAL MASTER

MATERIALS – Crack Master and Liquid Road manufactured by Seal Master (sealmaster.net) or approved equal. Apply per manufacturer's recommendations and as approved by the County.

QUALITY ASSURANCE – The Contractor to submit a letter stating that equipment used meets requirements of the specifications and manufacturer.

Test Reports - Upon request, the contractor shall submit manufacturer's test results on products used.

PREPARATION - Surface to be sealed shall be clean and free of loose or raveled particles of existing pavement, dust, or other foreign material. Grease and oil spots shall be removed by scrubbing with detergent or approved cleaner. All cracked and broken pavement shall be removed and patched as directed by the Engineer.

APPLICATION – 1, 2, or 3 Coats shall be applied as shown on the plans. Application rate shall be per manufacture's recommendations. Sealcoat shall only be applied when the atmospheric temperature is greater than 55 degrees F and if rain is not forecast for the period of 24 hours after application. When ambient temperatures are over 80 degrees F or the pavement is excessively aged or porous, the surface shall be sprayed with a mist of water in an amount that will leave the surface damp, but with no visible puddles of water. Raised pavement markers, valve box covers, manhole covers, drains, and drain grates and other appurtenances shall be protected and kept free of sealcoat material. Sealcoat material shall be homogeneous prior to spreading, with no visible separation of solids and liquids. The second coat of seal coat material shall not be applied until the first coat has dried to the touch. The Contractor shall exercise care to prevent sealcoat material from being deposited on other than specified surfaces and shall remove sealcoat material from surfaces not designated to be sealed, at no cost to the County. The Contractor shall provide all warning devices necessary to protect the paint, painting operation and finished work. Any portion of striping damaged by traffic due to negligence or failure of protection shall be repainted at the Contractors' expense. The Contractor shall be responsible for damage to structures, vehicles and equipment incurred through the process.

The contract price paid per **Square Yard (SY)** for **Apply Crack Master Crack Seal, Apply 2 Coats Liquid Road by Seal Master, and Apply 3 Coats Liquid Road by Seal Master**; and shall include full compensation for furnishing all labor, materials, including asphalt concrete for repairs, tools, equipment and incidentals, and for doing all the work involved in cleaning, repairing and preparing the surfaces; and constructing,

maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.18 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, 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

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 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.

10-1.19 AGGREGATE BASE

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

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

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

10-1.20 REMOVE CONCRETE

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

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

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

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

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

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

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

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

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

10-1.21 Construct Minor Concrete

Curb & gutter, sidewalk, pedestrian ramp, retaining wall/curb and driveway shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete for curb & gutter, sidewalk, pedestrian ramp, retaining wall/curb and driveway shall be **Minor Concrete**.

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

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

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

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

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

Any curb and sidewalk joints (weakened plane joints and expansion joints) shall be constructed per County Std. 109 and 110 or SPPWC Std. 112-2.

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

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

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

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

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

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

10-1.22 ADA RAMP DETECTABLE WARNING SURFACE

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

Detectable Warning Surfaces are required at all ramp locations as shown on the plan. Details for Detectable Warning Surface shall conform with Caltrans Std. RSP A88A.

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

Agreement”, Section 14-10, “Solid Waste Disposal and Recycling” and Section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

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

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

The Detectable Warning Surface shall be constructed by Cast-In Place method or shall consist of a prefabricated surface approved by the Engineer. **Glue Down Detectable Warning Surfaces are not allowed.**

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

10-1.23 ADJUST MANHOLE FRAME AND COVER TO GRADE

The CONTRACTOR shall adjust and set utility manholes flush with pavement, driveways, curb ramps, and sidewalk at various locations within the project limits. Upon completion of the pavement construction, cut a uniform ring out of the pavement, adjust frame, ring, and cover to finish grade. The CONTRACTOR shall coordinate with the utility owner prior to adjustment or relocations.

The Contractor shall lower existing manhole frame and cover to 0.5' below grading plane prior to grading operations. Manhole Frame and Cover detail shall conform to the County Standard 205.

The Contractor shall protect existing manholes in place and adjust those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating work with utility owners, at no additional cost to the County.

Payment for “**ADJUST MANHOLE FRAME AND COVER TO GRADE**” shall be made at the Contract price bid per **Each (EA)** and shall constitute full compensation for all

labor, materials, tools, equipment, and incidentals and for doing all the work for complying with the requirements of these Specifications and no additional compensation shall be allowed therefor.

10-1.24 SIGNALS AND LIGHTING (2018 CALTRANS STANDARD SPECIFICATIONS)

10-1.24.1 CONTRACTOR SUPPLIED MATERIALS

The Contractor shall provide all materials, including but not limited to: all wiring and conductors, Type "D" and "E" loop detectors and lead-in cables (Type B), and any other hardware necessary for the traffic signal and safety lighting installation.

10-1.24.2 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.

10-1.24.3 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 conductor sizes No. 14 to No. 10, inclusive, 40 mils for No. 8, and 54 mils for No. 6 to No. 2, inclusive.

10-1.24.4 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 test each loop circuit for continuity, circuit resistance, and insulation resistance at the controller cabinet location.

10-1.24.5 PAYMENT

The contract unit price paid per **Each (EA)** 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 loop detectors, complete in place, as shown on the plans or as directed by the Engineer.

10-1.25 RESET ROADSIDE SIGNS

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

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

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

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

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

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

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

10-1.26 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 locations shown on the plans and/or as determined by the Engineer.

The contract prices paid per **Linear Foot (LF)** 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 (SF)** for **Paint Pavement Marking (2-Coat)**; and 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.

10-1.27 MARKERS AND DELINEATORS/CHANNELIZERS

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

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

The contractor shall install 36" Spin-In City Post channelizer White (3" round) with retroreflective sheeting including the cored in base per manufactures specifications at the spacing and locations shown on the plans, compatible channelizer may be utilized as approved by the engineer.

The contract unit price paid **Each (EA)** for **Channelizer (Spin-In City 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 **Channelizer (Spin-In City Post)** 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.

10-1.28 PAVEMENT MARKERS

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

The Contractor shall install two-way 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 the plans.

Full compensation for furnishing and placing pavement markers shall be paid per **Each (EA)** 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 paid per **Each (EA)** for **Pavement Marker (Retroreflective - Blue)** and no additional compensation will be allowed therefor.

10-1.29 FINISHING ROADWAY

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

The contract Lump Sum price paid for **Finishing Roadway** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in final clean up and no additional compensation will be allowed therefor.

10-1.30 TEMPORARY PAVEMENT DELINEATION

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

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

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

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

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

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

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

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

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

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and

at every 2,000-foot interval within “no passing” zones. For continuous zones longer than 2 miles, W7-3aP “NEXT ___ MILES” signs shall be installed beneath the W20-1 signs installed ahead of “no passing” zones. R4-2 “PASS WITH CARE” signs shall be installed at the end of “no passing” zones. The exact location of “no passing” zone signing will be as determined by the Engineer and shall be maintained in place until permanent “no passing” centerline pavement delineation has been applied. The signing for “no passing” zones, shall be removed when no longer required for the direction of public traffic. The signing for “no passing” zones shall conform to the requirements in Section 12-3.11, “Construction Area Signs,” of the Standard Specifications.

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

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

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

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

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

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

10-1.31 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

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

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

Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements.

10-1.32 DUST CONTROL

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

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

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

be fined due to failure of the contractor complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due to the contractor.

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

10-1.33 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
San Salvador Preschool 471 Agua Mansa Rd Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours 8:00 am-3:00 pm M-Fri	Donna Davis, Admin Assistant 1	Phone: 909-580-5031 E-mail: <DONNA_DAVIS@cjud.net> Website: <https://www.cjud.net/sansalvador>
Paul Rogers Elementary School 955 W Laurel St Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours 7:00 am-3:00 pm M-Fri	Ligia Puraci, Principal	Phone: 909-580-5027 ext. 7941 E-mail: ligia_puraci@cjud.net Website: https://www.cjud.net/rogers
Colton Middle School 670 W Laurel St Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours 7:55 am-3:00 pm M-Fri	Erica Mac Donald, Principal	Phone: 909-580-5009 ext. 3600 E-mail: ERICA_MACDONALD@CJUSD.NET Website: https://www.cjud.net/cms

Ulysses Grant Elementary School 550 W Olive St Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours 7:40 am-1:55 pm M-Fri	Cynthia Lopez-Jimenez, Principal	Phone: 760-369-6310 E-mail: Cynthia_lopez-jimenez@cjusd.net Website: https://www.cjusd.net/grant
Colton High School 777 W Valley Blvd Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours 7:40 am-3:51 pm M-Fri	John Abbott, Principal	Phone: N/A Email: JON_ABBOTT@CJUSD.NET Website: https://www.cjusd.net/CHS
Reche Canyon Elementary 3101 Canyon Vista Dr Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours 7:00 am-12:40 pm M-Fri	Jennifer Pedroza, Principal	Phone: N/A Email: Jennifer_pedroza@cjusd.net Website: https://www.cjusd.net/rechecanyon

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.

10-1.34 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:

- All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluations. Standards best management practices shall be implemented during construction activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. Please contact EMD, at (909) 387-7897, with any questions.
- Should construction occur during nesting bird season (approximately March 15 through September 15), a nesting bird survey shall be required 3 days prior to the start of construction activities. If an active bird nest is located, a buffer will be established (minimum of 200 feet; 500 feet for raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive. Further, if the street improvements activities are phased, then a nesting bird survey shall be required at the start of each phase.
- A nesting bird and a burrowing owl survey will also need to be completed prior to start of work.
- Unleashed dogs are prohibited in project areas.
- Vehicle use should be limited to existing or designated routes to the extent possible.
- Oil, fuel, pesticides, and other hazardous material spills should be cleaned up and properly disposed of as soon as they occur in accordance with applicable State and Federal regulations. All hazardous material spills must be reported promptly to the appropriate surface management agencies and hazardous materials management authorities.
- 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 involved agencies. The Coroner's Office may be

contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA Tel: 909-387-2978.

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

10-1.35 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.

*Permits and Agreements
(Brown Pages)*

inserted here

NOT FOR BID

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

E-2

E-3

Notice of Exemption

NOT FOR BID



Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2024-0104622

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

San Bernardino County
Dept. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

05/06/2024
11:27 AM
SAN

Titles: 1 Pages: 5

C5032

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

A.P.N. 0274-211-16 (ptn)

GRANT OF EASEMENT

Dept. Code : 11700 (Transportation)

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of _____

Linda Goddard, a widow

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, an EASEMENT for HIGHWAY and ROADWAY PURPOSES over, under, along and across the following described real property in said County:

See attached EXHIBIT "A" Legal Description and EXHIBIT "B" Plat

Linda Goddard 2/28/24
Linda Goddard Date

_____ Date

_____ Date

_____ Date

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 1S Range: 4W Section: 19

Road Name(s) : H Street At Grand Avenue

Project: Reche Canyon Road

Work Order No. : H15172

Parcel No. (s) : E-2

A.P.N. (s) : 0274-211-16 (ptn)

SEC 19, T1S, R4W,SBM
 "H" STREET & GRAND AVENUE
 RIGHT OF WAY ACQUISITION
 H15172-E-2
 APN 0274-211-16

EXHIBIT "A"

Legal Description

Being a portion of that parcel of land described in the Quitclaim Deed to Linda Goddard recorded July 5, 2006 as Doc. No. 2006-0455356 Official Records of the County of San Bernardino, State of California more particularly described as follows.

Commencing at the centerline intersection of Grand Avenue and "H" Street per Tract No. 1922 filed in book 29 page 25 official records of said county; thence along said centerline of "H" Street (60' width) N86°31'55" W 30.00 feet; thence leaving said centerline N 03°44'33" E 30.00 feet to a point common to the north right of way of said "H" Street (60' width) and the west right of way of Grand Avenue (60' width) per the reduced right of way as vacated by county resolution recorded October 4, 1928 in book 418 page 6 official records of said county and the Point of Beginning; thence westerly along said reduced right of way of "H" Street (60' width) N 86°31'55" W 8.56 feet; thence leaving said right of way along the following two (2) courses

1. N 03°44'33' E 8.69 feet
2. S 86°53'35" E 8.56 feet

To the west reduced right of way of said Grand Avenue (60' width); thence southerly along said right of way S 03°44'33" W 8.75 feet to the point of beginning and the end of this legal description.

Containing: 75 Sq. Ft, more or less.

Note: This legal description was compiled from the best available record information. No title report was provided to verify any changes in parcel or road alignments since recordation of Tract Map No. 1922. Map Book 29 Page 25 O.R. of said county. See county resolution recorded October 4, 1928 in book 418 page 6 official records of said county and road book f-181 on file with the San Bernardino County surveyors office.

subject to all covenants, rights, right-of-way and easements of record.

All as shown on the plat attached hereto as "Exhibit B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction in conformance with the Land Surveyor's Act.

Prepared By

NV5, Inc.



J Braley, L.S. 8446

01-11-2023

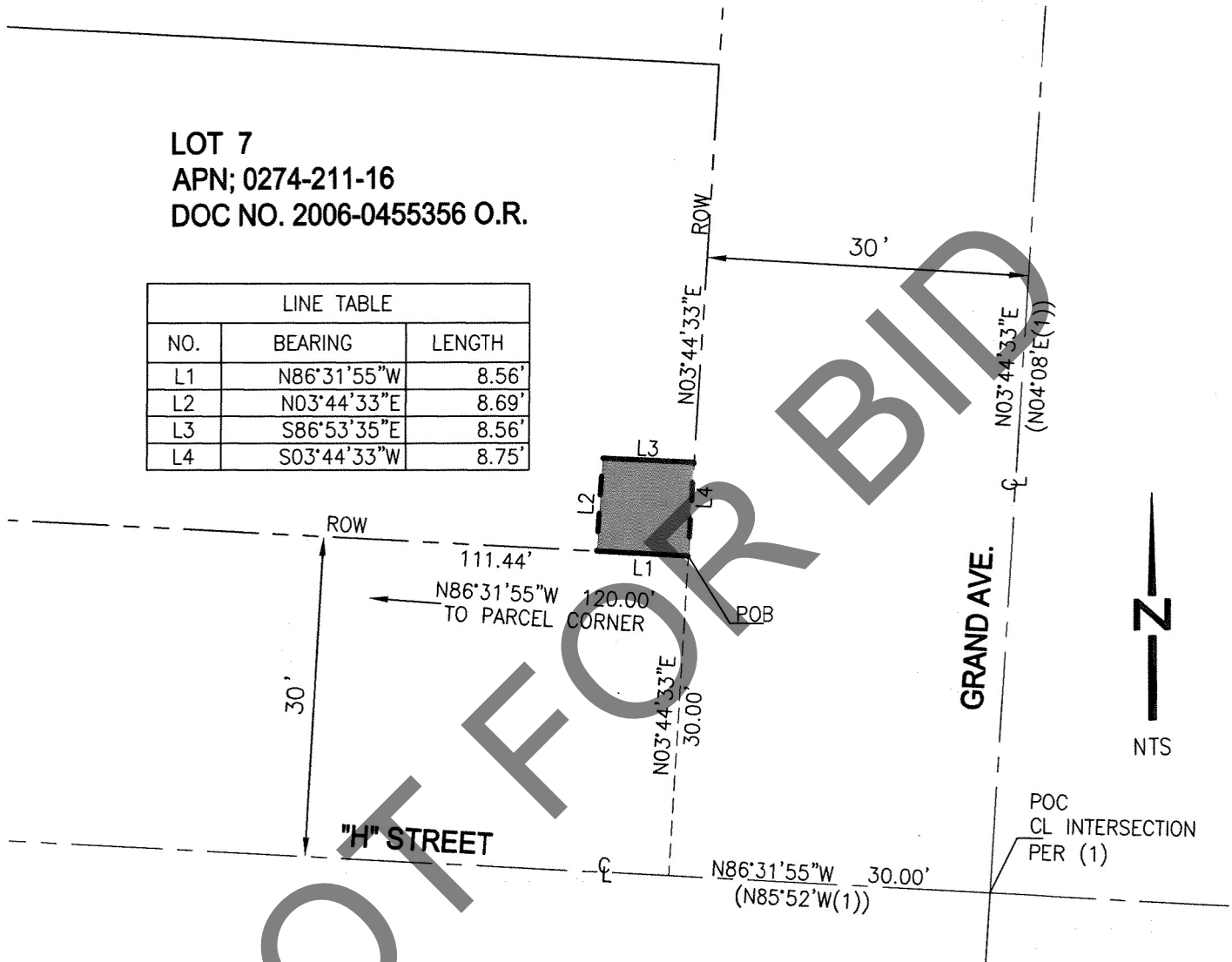
Date



EXHIBIT "B"
 PORTION OF BLOCK 6
 BOOK 11 MAPS PAGE 9

LOT 7
 APN; 0274-211-16
 DOC NO. 2006-0455356 O.R.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N86°31'55"W	8.56'
L2	N03°44'33"E	8.69'
L3	S86°53'35"E	8.56'
L4	S03°44'33"W	8.75'



REFERENCE & ABBREVIATIONS

(1) RECORD DATA PER TRACT NO. 1922
 BOOK 29 MAPS PAGE 25 O.R.

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- NTS NOT TO SCALE
- ROW RIGHT OF WAY
- ☉ CENTERLINE

NOTE: THIS PLAT WAS PREPARED USING THE BEST AVAILABLE RECORD DOCUMENTS. NO TITLE REPORT WAS PROVIDED OR IS ANTICIPATED



AREA OF DEDICATION
 75 SQ. FT. MORE OR LESS



County of San Bernardino
 Department of Public Works - Transportation

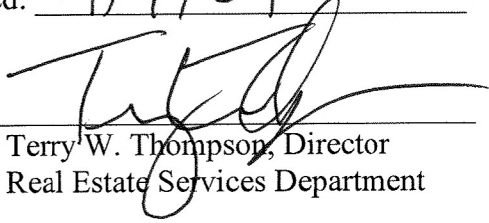
Right of Way Plat
Grand Ave. & "H" Street
 Northwest Corner
 Colton Area

W.O. No.	Parcel No.	Owner
H15172-E-2	274-211-16	Linda Goddard

APN: 0274-211-16 (ptn)

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: 4/9/24

By: 
Terry W. Thompson, Director
Real Estate Services Department

NOT FOR BID

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

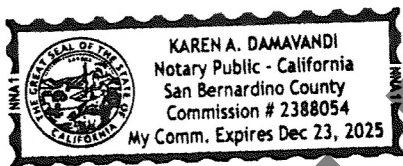
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN BERNARDINO }

On FEBRUARY 28, 2024 before me, KAREN A. DAMAVANDI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared LINDA GODDARD
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen A. Damavandi
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: GRANT OF EASEMENT

Document Date: FEBRUARY 28, 2024 Number of Pages:

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: LINDA GODDARD

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:



Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2024-0104617

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

San Bernardino County
Dept. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

05/06/2024
11:24 AM
SAN

Titles: 1 Pages: 5

14311

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

A.P.N. 0274-211-22 (ptn)

GRANT OF EASEMENT

Dept. Code : 11700 (Transportation)

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of _____

David P. Fey

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, an EASEMENT for HIGHWAY and ROADWAY PURPOSES over, under, along and across the following described real property in said County:

See attached EXHIBIT "A" Legal Description and EXHIBIT "B" Plat

David P. Fey 3/5/24

Date

Date

Date

Date

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____
Terry W. Thompson, Director
Real Estate Services Department

Township: 1S Range: 4W Section: 19

Road Name(s) : G Street At Grand Avenue

Project: Reche Canyon Road

Work Order No. : H15172

Parcel No. (s) : E-3

A.P.N. (s) : 0274-211-22 (ptn)

Notice of Exemption

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

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

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

Project Description

Project Title: Reche Canyon and Other Roads Project.

Project Location: Work is planned on approximately 33 various road segments totaling approximately seven (7)-miles in the Colton and Reche Canyon area as depicted in the attached Location Map.

Project Description: The San Bernardino County Public Works Department proposes to perform routine street maintenance and minor improvements that generally include mill and overlay, 2-Coats Seal master, 3-Coats Seal master, Glaspav 50, leveling coarse, rubberized chip seal (SAMI), and crack seal and updating or installing new ADA ramps. Equipment planned for use on this project will included but is not limited to: Tractor, asphalt paver, backhoe, dump truck. No traffic detours or nighttime construction are planned at this time. No relocation of utilities is anticipated. Construction activities will occur on existing roads, and previously disturbed areas. Construction duration is anticipated for approximately three (3)-months. County of San Bernardino Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays.

Anthony Pham

Lead Agency Contact Person

(909) 387-8109

Applicant

San Bernardino County Dept of Public Works

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

Representative

AJ Gerber

Name

Same as Applicant

Address

Same as Applicant

Phone

Exempt Status: *(check one)*

- Ministerial [Sec. 21080(B)(1); 15268];
 Declared Emergency [Sec. 21080(B)(3); 15269(a)];
 Emergency Project [Sec. 21080(B)(4); 15269(b)];
 Categorical Exemption. State type and section: Class 1 Categorical Exemption Section 15301(c) Existing Facilities and Class 2, 15302(c) Replacement or Reconstruction
 Statutory Exemptions. State code number: _____
 Other Exemption: _____

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

Nancy Sansonetti

on behalf of AP

Chief, Environmental Mgmt. Div.

08.29.22

Signature Anthony Pham

Title

Date

Signed by Lead Agency Signed by Applicant

Date received for filing at OPR: N/A

*Standard and Special Drawings
(Green Pages)*

inserted here

NOT FOR BID

LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

2018 Caltrans Standard Drawings

**A20A A20B A20C A20D A24A A24C
A24D A24E A24F ES-5A ES-5B A88A
A88B T3A T3B T9 T10 T11
T12**

County of San Bernardino Standard Drawings

**109 110 115 116 119 203B
205 303A 303B**

2014 MUTCD Standard Drawings

2A-2 3F-102(CA) 6H-28 6H29

Standard Plans For Public Works Construction

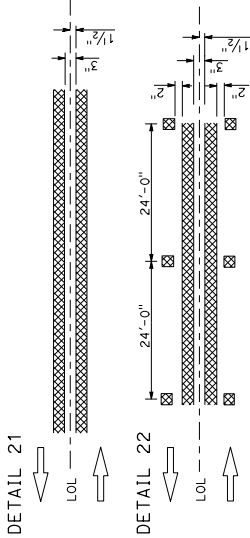
112-2

DIST	COUNTY	ROUTE	FIRST MILE TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
Alta Eforouz
 No. CB0402
 Exp. 3-31-19
 STATE OF CALIFORNIA
 REGISTERED PROFESSIONAL ENGINEER

MAY 31, 2018
 DATE OF THIS DRAWING
 THE STATE OF CALIFORNIA
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF ANY
 DETAILS OF THIS PLAN SHEET.

NO PASSING ZONES-TWO DIRECTION

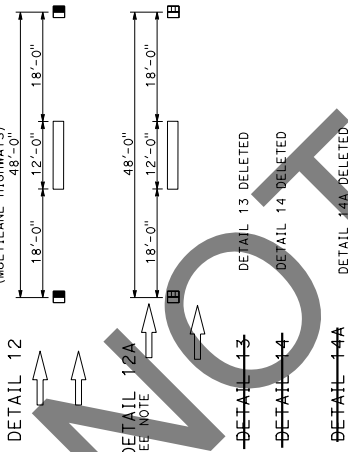


DETAIL 23 DELETED

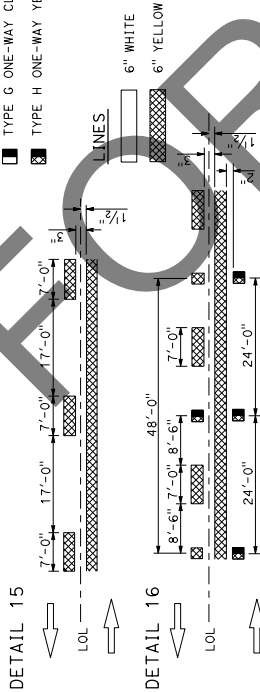
LEGEND MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LANELINES (Cont)
(MULTILANE HIGHWAYS)

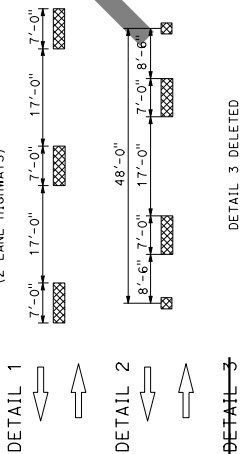


NO PASSING ZONES-ONE DIRECTION



DETAIL 17 DELETED

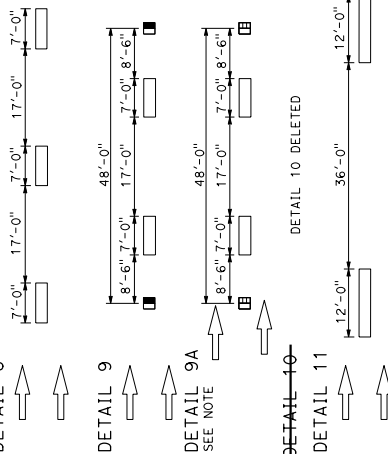
CENTERLINES
(2 LANE HIGHWAYS)



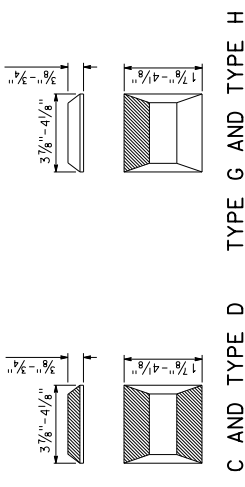
DETAIL 3 DELETED

DETAIL 4 DELETED

LANELINES
(MULTILANE HIGHWAYS)



DETAIL 10 DELETED



TYPE C AND TYPE D **TYPE G AND TYPE H**

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES AND TYPICAL DETAILS

NO SCALE

A20A

NOTE:
FOR FREEWAY APPLICATION ONLY

DIST	COUNTY	ROUTE	FIRST MILE TOTAL PROJECT	SHEET TOTAL SHEETS

Oliver J. Jarama
REGISTERED CIVIL ENGINEER

MAY 31, 2018
EXPIRES MAY 31, 2019
NO. CB0402
CIVIL

REGISTERED PROFESSIONAL ENGINEER
Arling Ferguson
No. 33119
CIVIL

THIS STATE OF CALIFORNIA LICENSE IS VALID FOR THE STATE OF CALIFORNIA ONLY. THE STATE OF CALIFORNIA DOES NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.

INTERSECTION TREATMENTS

LEGEND

MARKERS

- TYPE D
- TYPE H
- TYPE RY

LINE

- 6" WHITE
- 6" YELLOW

MARKERS

- TWO-WAY YELLOW RETROREFLECTIVE
- ONE-WAY YELLOW RETROREFLECTIVE
- RED-YELLOW RETROREFLECTIVE

MEDIAN ISLANDS

LEFT EDGELINES
(DIVIDED HIGHWAYS)

DETAIL 24

DETAIL 25

DETAIL 26

DETAIL 27

DETAIL 28

DETAIL 29

DETAIL 30 DELETED

EDGE OF TRAVELED WAY

MINIMUM

RIGHT EDGELINES

DETAIL 27A DELETED

DETAIL 27B

EDGE OF TRAVELED WAY

RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

3'-0" 12'-0" 12'-0" 12'-0" 3'-0"

INTERSECTION TREATMENTS

DETAIL 34

DETAIL 34A

DETAIL 35

DETAIL 35A

100'-0" Min

24'-0"

18'-0"

12'-0"

36'-0"

12'-0"

24'-0"

100'-0" Min

8'-6"

8'-6"

24'-0"

7'-0"

17'-0"

100'-0" Min

100'-0" Min

17'-0"

7'-0"

CENTERLINE INTERSECTING STREET

TWO-WAY LEFT TURN LANES

DETAIL 31

DETAIL 32

DETAIL 33 DELETED

96'-0"

24'-0"

24'-0"

24'-0"

36'-0"

12'-0"

18'-0"

36'-0"

12'-0"

18'-0"

96'-0"

12'-0" TYPICAL

1 1/2"

1 1/2"

MARKER DETAILS

TYPE RY AND TYPE D

TYPE H

TYPE H

3 7/8" - 4 1/8"

1 7/8" - 4/8"

3 7/8" - 4 1/8"

1 7/8" - 4/8"

RETROREFLECTIVE FACE

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A 20B

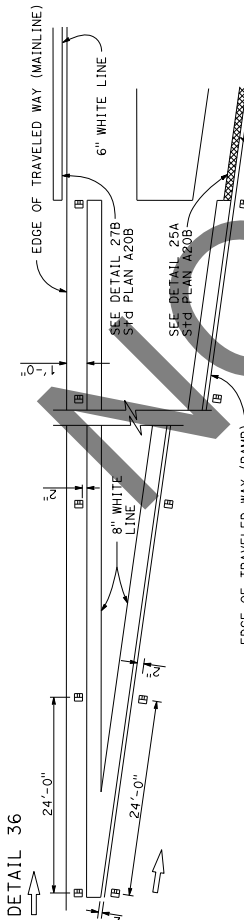
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DIST	COUNTY	ROUTE	PBSY MILES	TOTAL PROJECT	SHEET TOTAL
					NO. SHEETS

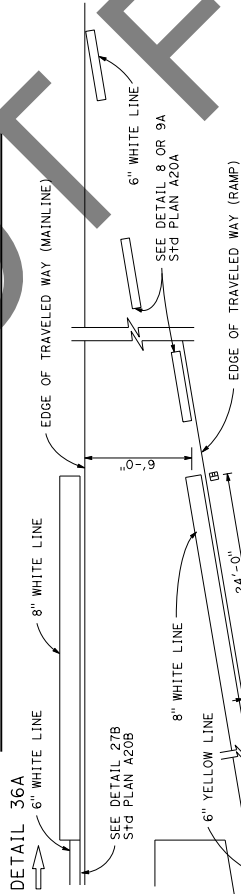
REGISTERED CIVIL ENGINEER
Alta Feroz
 No. CB0402
 Exp. 3-31-19
 STATE OF CALIFORNIA
 PROFESSIONAL ENGINEER

MAY 31, 2018
 DATE OF CONTRACT
 No. 175
 PROJECT NO.
 THE STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 THIS DRAWING IS THE PROPERTY OF THE STATE OF CALIFORNIA
 AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS
 WITHOUT THE WRITTEN PERMISSION OF THE STATE OF CALIFORNIA

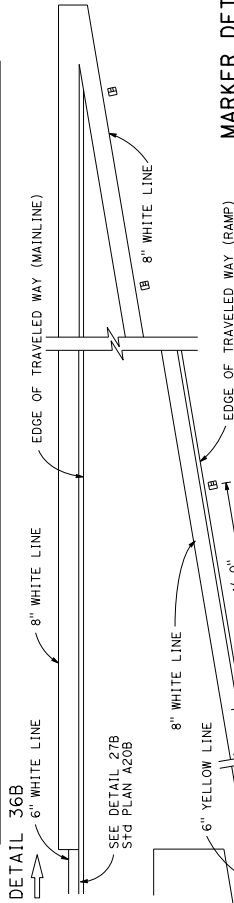
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



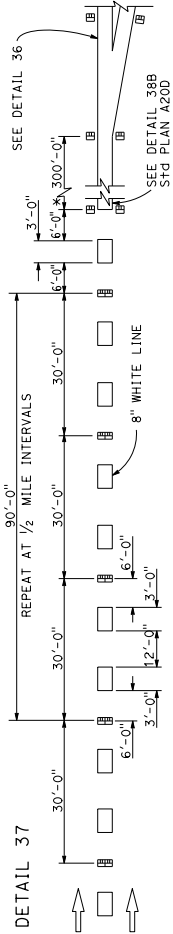
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT



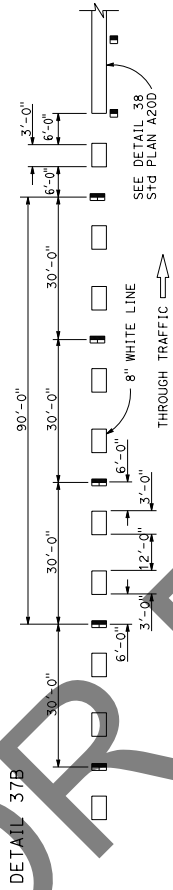
LANE DROP AT EXIT RAMP



* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

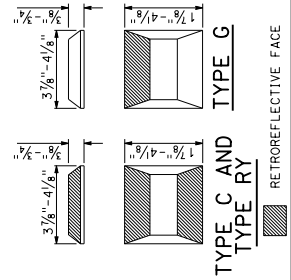
DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS



DETAIL 37C DELETED

MARKER DETAILS



LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE
- RETROREFLECTIVE FACE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS
 AND TRAFFIC LINES
 AND TYPICAL DETAILS**

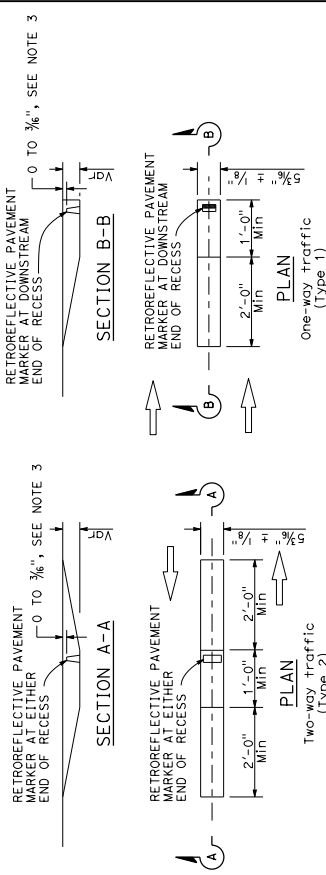
NO SCALE

A20C

DIST	COUNTY	ROUTE	FIRST MILE TOTAL PROJECT	SHEET TOTAL NO. SHEETS

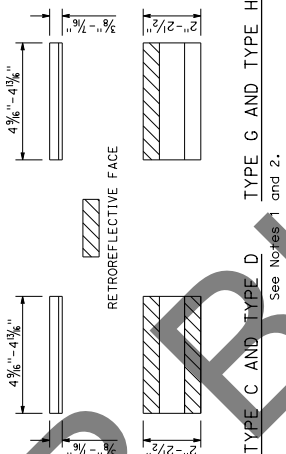
REGISTERED CIVIL ENGINEER
Alta Ebrahimi
 No. CB0402
 Exp. 3-31-19
 STATE OF CALIFORNIA
 PROFESSIONAL ENGINEER

MAY 31, 2018
 DATE OF CONSTRUCTION PERmits
 THE DATE OF CONSTRUCTION PERmits
 ON THIS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF THE SCANNED
 COPIES OF THIS PLAN SHEET.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

- RECESSED MARKER NOTES:
1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
 2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
 3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.



RETRORREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES AND TYPICAL DETAILS

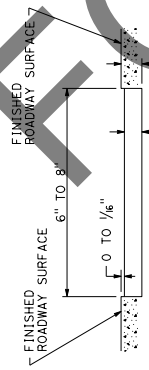
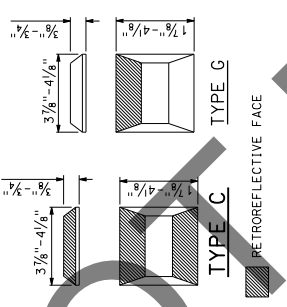
NO SCALE

A 20D

LEGEND MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

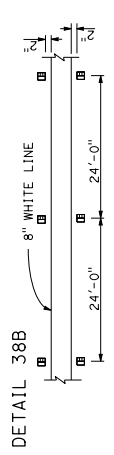
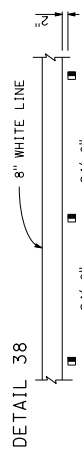
MARKER DETAILS



DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

- RECESSED THERMOPLASTIC NOTES
- A. See typical traffic line details for pavement marking patterns.
 - B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

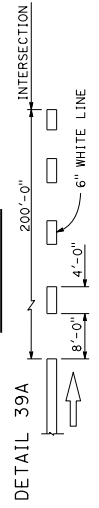
CHANNELIZING LINE



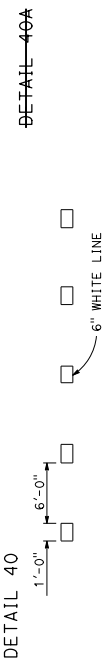
BIKE LANE LINE



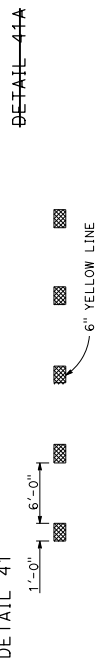
INTERSECTION LINE BIKE LANE



LANE LINE EXTENSIONS THROUGH INTERSECTIONS



CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

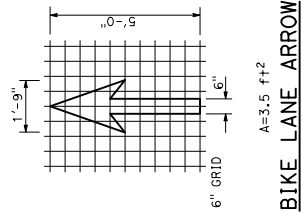
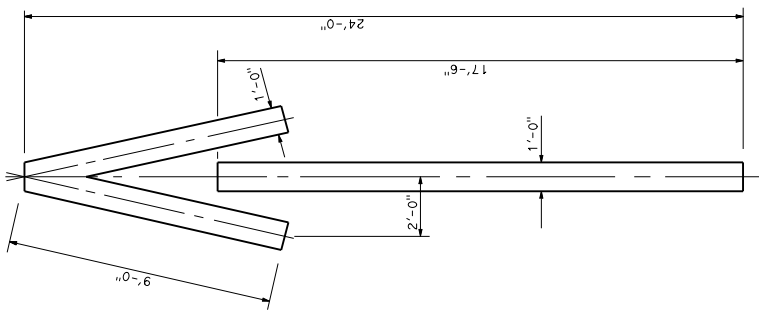
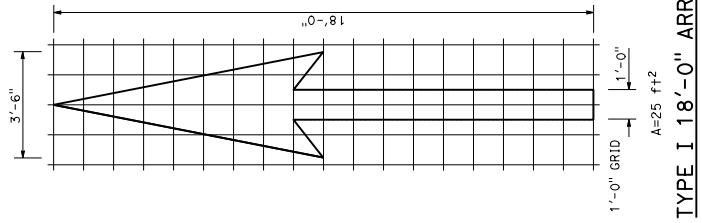
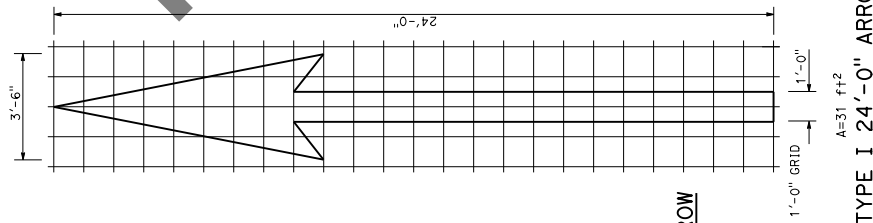
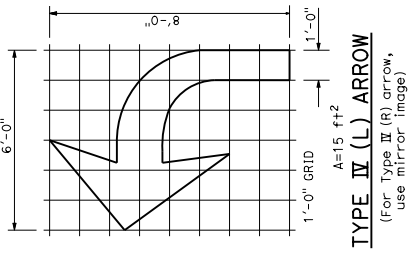
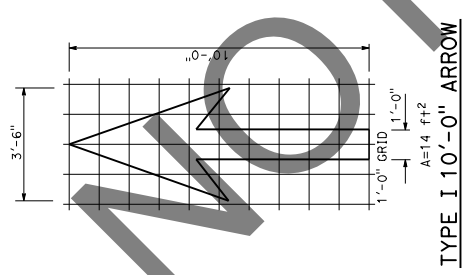
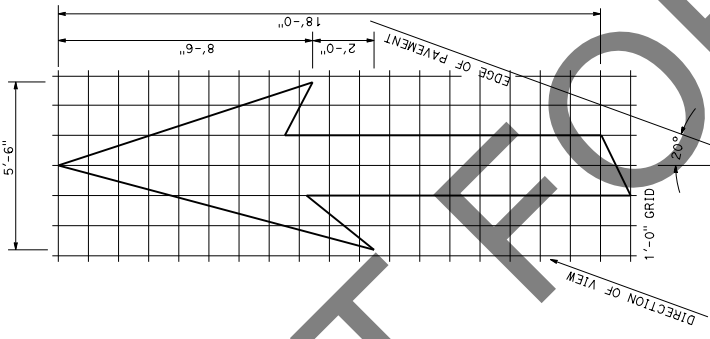
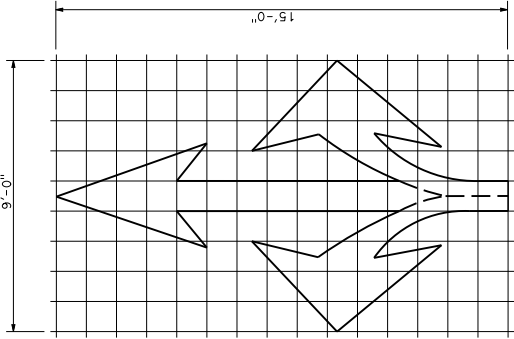


DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Oliver Jean
REGISTERED CIVIL ENGINEER

MAY 31, 2018
PLANS FOR THE PROJECT
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS SHEET.

REGISTERED PROFESSIONAL ENGINEER
Arlto Ercoria
No. CB0402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA



NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

A 24A

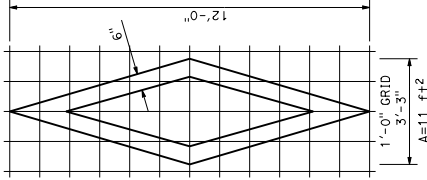
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Oliver Jean
REGISTERED CIVIL ENGINEER

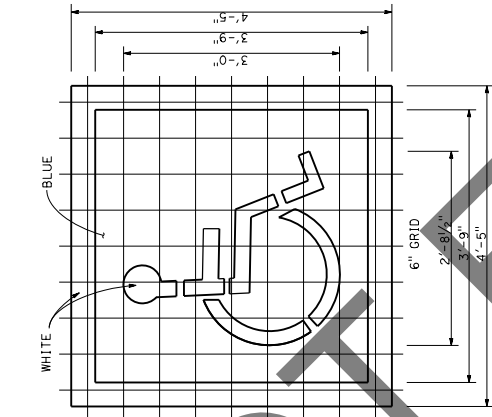
MAY 31, 2018
PLANS FOR THE
STATE OF CALIFORNIA
ON THESE SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF THE
CONTRACT DOCUMENTS OR THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
Arlto Ercolano
No. C80402
Exp. 3-31-19
STATE OF CALIFORNIA

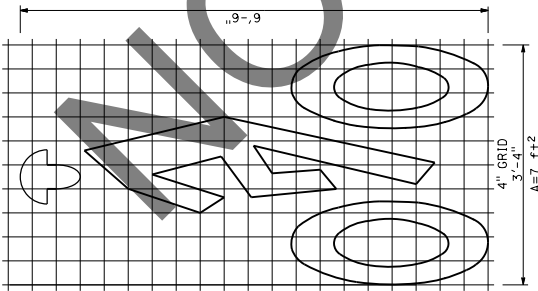
NOTE:
Minor variations in dimensions may be accepted by the Engineer.



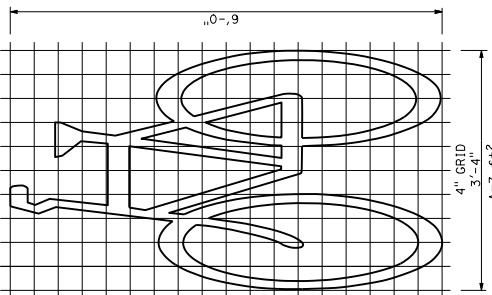
DIAMOND SYMBOL



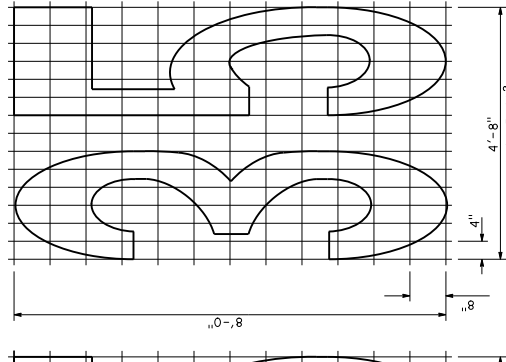
INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



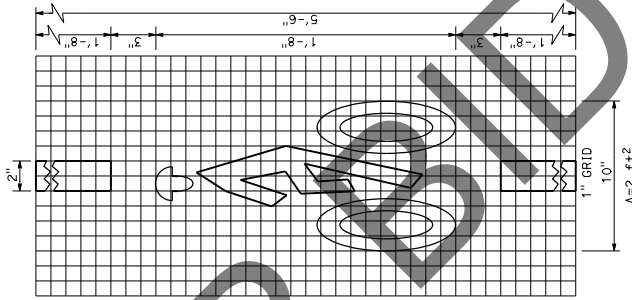
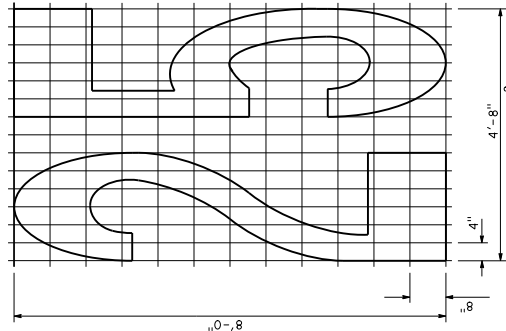
BIKE LANE SYMBOL WITH PERSON



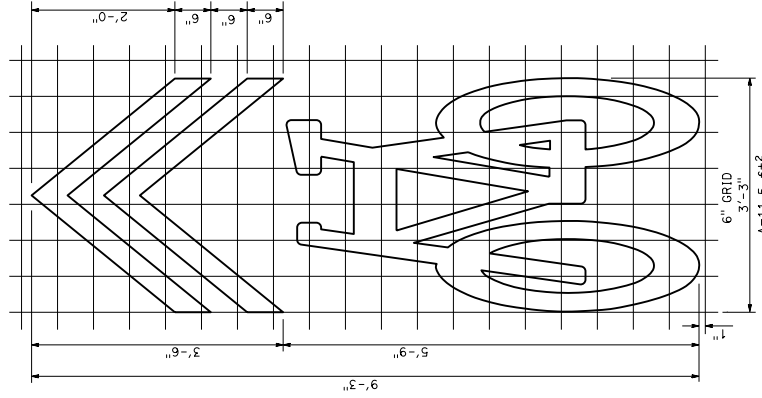
BIKE LANE SYMBOL WITHOUT PERSON



NUMERALS



BIKE LOOP DETECTOR SYMBOL



SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS SYMBOLS AND NUMERALS

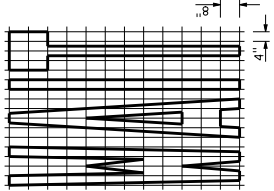
NO SCALE

A 24C

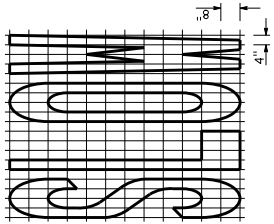
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
Oliver Jean
 No. 31, 2018
 BLUES APPLS., OAKLE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THIS PLAN SHEET.

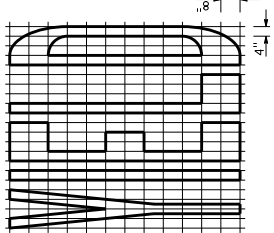
REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
 ATTILIO FERROZZI
 No. CB0402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA



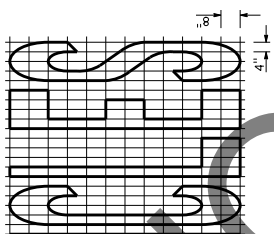
A=19 f+2



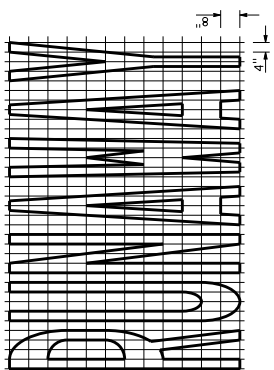
A=23 f+2



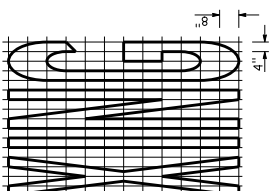
A=24 f+2



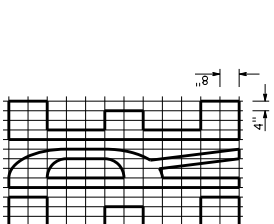
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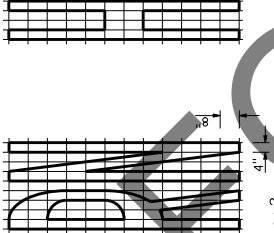
A=43 f+2



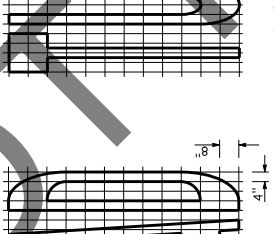
A=21 f+2



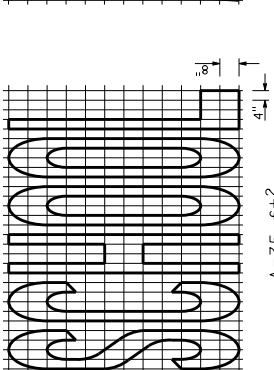
A=26 f+2



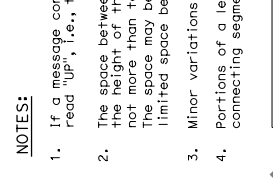
A=24 f+2



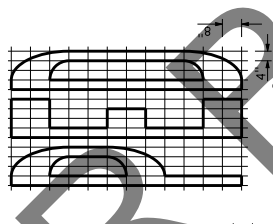
A=31 f+2



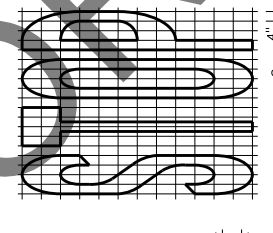
A=35 f+2



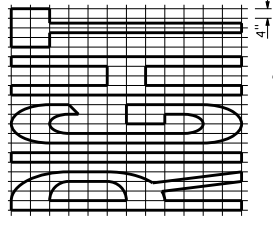
A=18 f+2



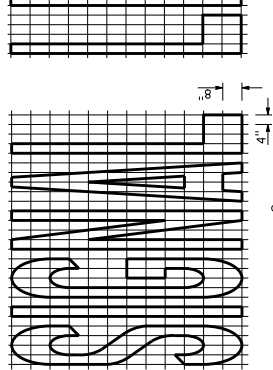
A=22 f+2



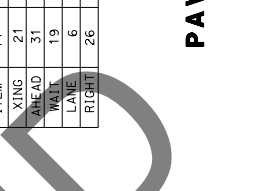
A=26 f+2



A=19 f+2



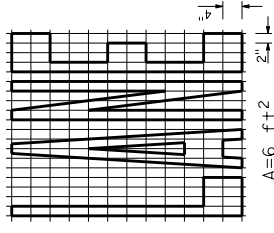
A=32 f+2



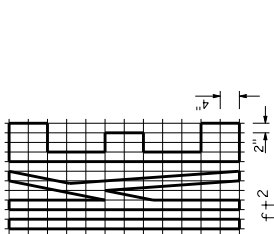
A=6 f+2



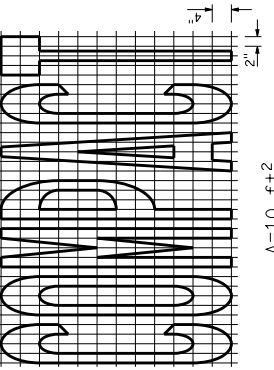
A=5 f+2



A=10 f+2



A=10 f+2



A=10 f+2

NOTES:

- If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
- The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS					
ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5
WHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS**

NO SCALE

A 24D

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

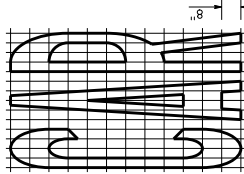
Oliver Jean
 REGISTERED CIVIL ENGINEER
 No. 31,2018
 May 31, 2018
 PLANS PREPARED BY
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 AN AGENT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
 No. CB0402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA

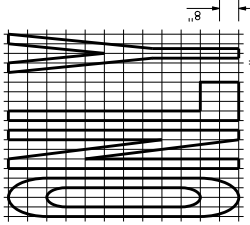
WORD MARKINGS				
ITEM	ft+2	ITEM	ft+2	
LANE	24	NO.	14	
POOL	23	BIKE	21	
CAR	17	BUS	20	
KEEP	24	ONLY	22	
		FY	16	



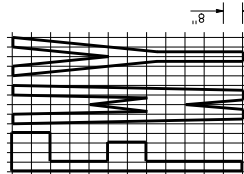
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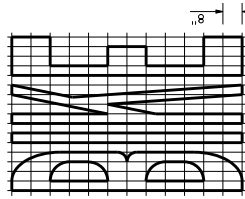
A=17 ft+2



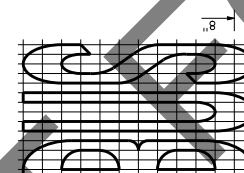
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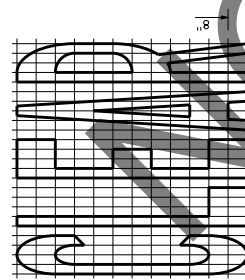
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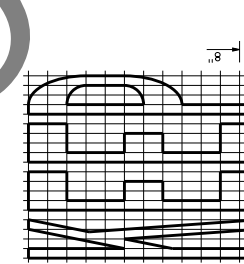
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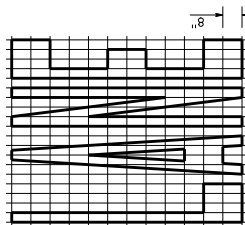
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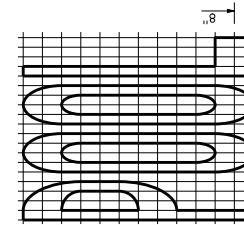
A=27 ft+2



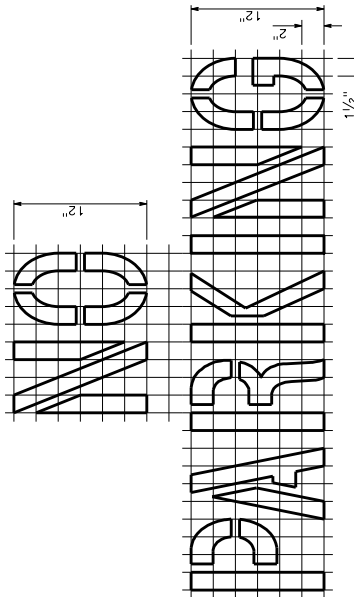
A=24 ft+2



A=24 ft+2



A=23 ft+2

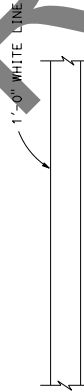


A=2 ft+2

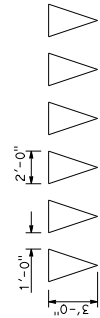
See Notes 6 and 7

NOTES:

- If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
- The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A30A and A30B.
- The words "NO PARKING" shall be painted in white letters no less than 1/2" high on a contrasting background and located so that it is visible to traffic enforcement officials.



LIMIT LINE (STOP LINE)



WHITE SERIES OF ISOSCELES TRIANGLES



YIELD LINE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES**

NO SCALE

A 24E

Return to Table of Contents

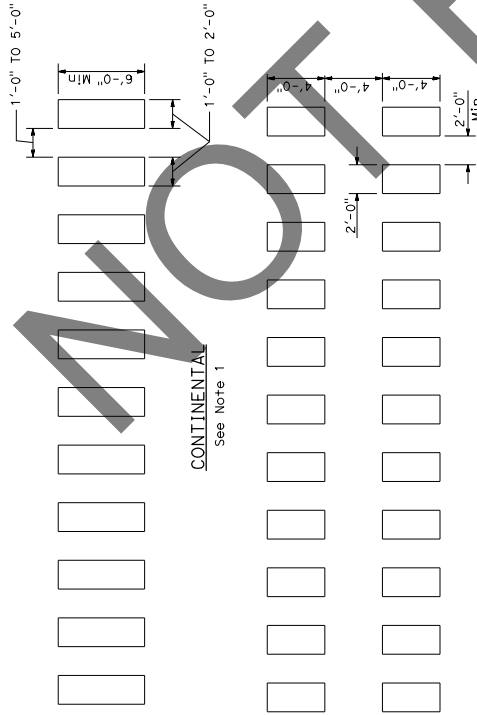
Dist	County	Route	Post Miles Total Project	SHEET TOTAL No. of SHEETS

REGISTERED CIVIL ENGINEER
Alfred Jean
 May 31, 2018
 No. 3-31-19
 No. 3-31-19
 CIVIL
 STATE OF CALIFORNIA
 REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
 No. 3-31-19
 No. 3-31-19
 CIVIL
 STATE OF CALIFORNIA
 REGISTERED PROFESSIONAL ENGINEER & ARCHITECT

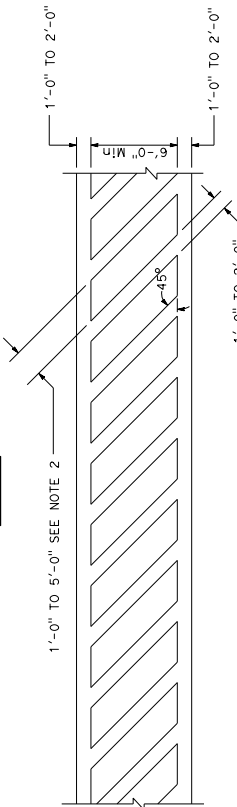
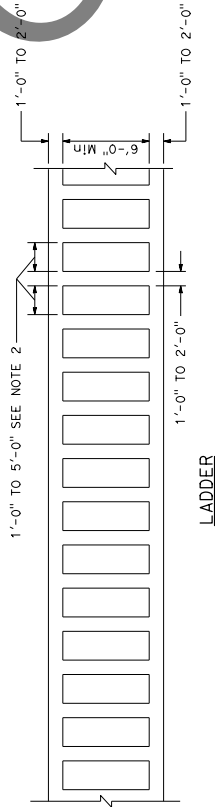
THIS STATE OF CALIFORNIA PROJECT OFFICER
 OR AGENT SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF ANY
 COPIES OF THIS PLAN SHEET.

NOTES:

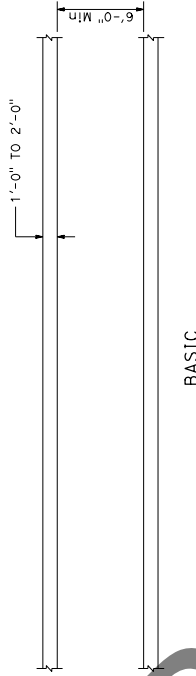
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



TRIPLE FOUR
See Note 1



HIGHER VISIBILITY CROSSWALKS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
CROSSWALKS**

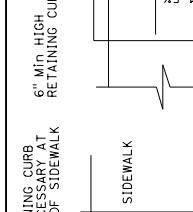
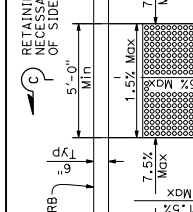
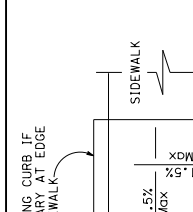
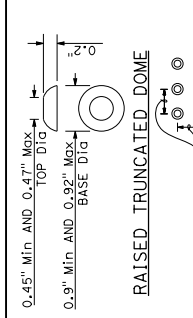
NO SCALE

A 24F

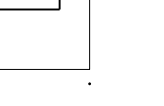
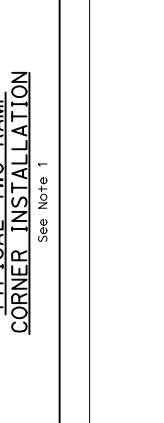
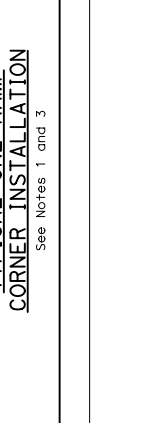
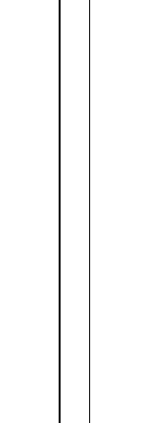
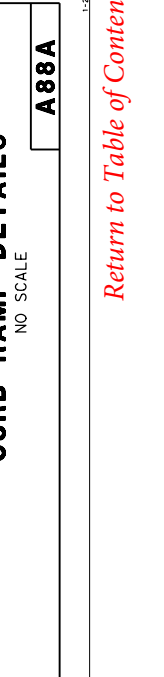
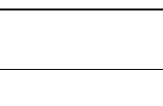
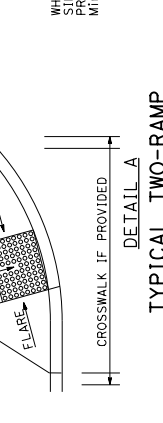
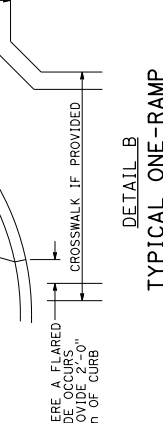
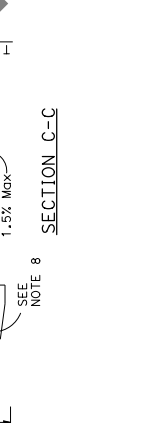
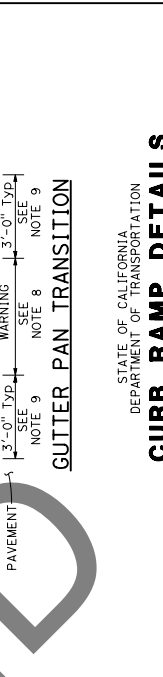
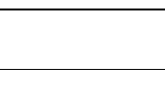
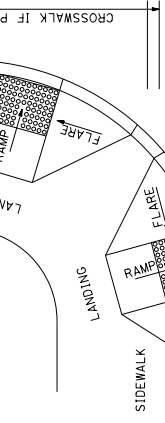
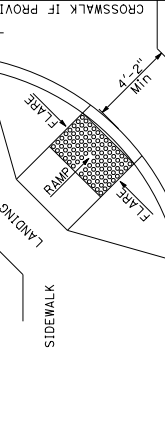
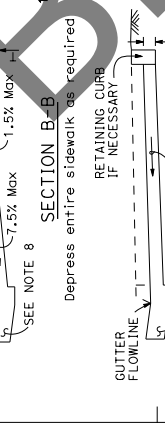
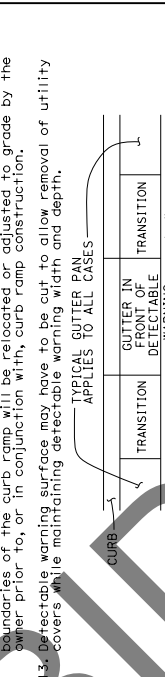
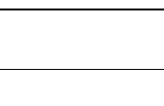
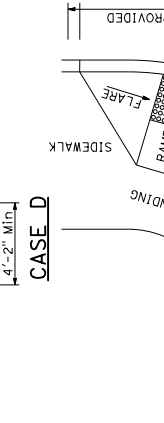
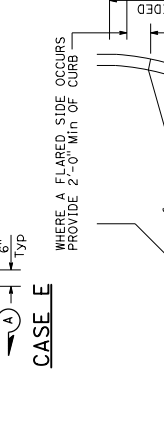
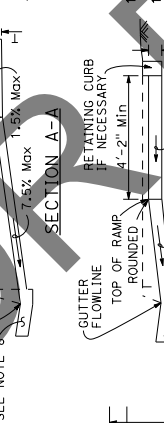
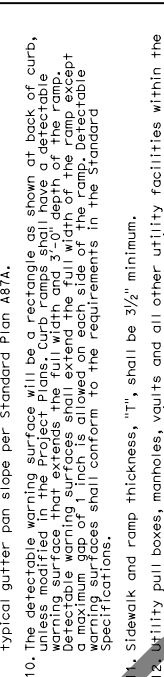
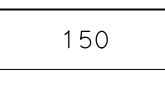
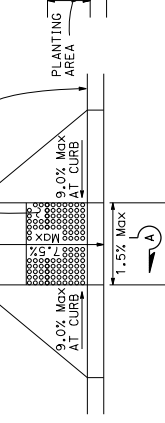
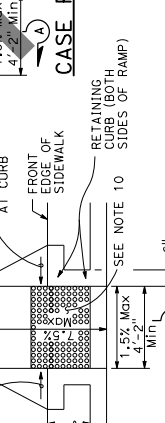
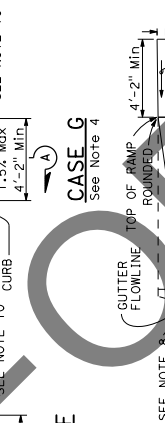
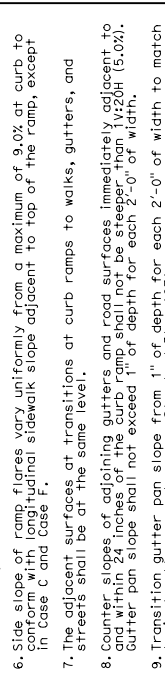
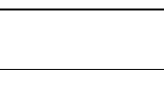
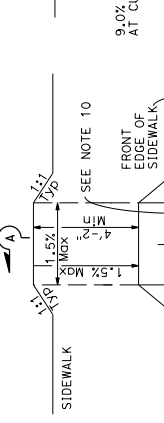
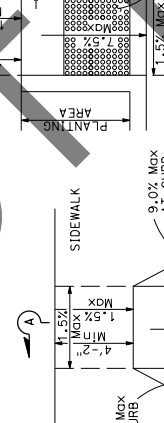
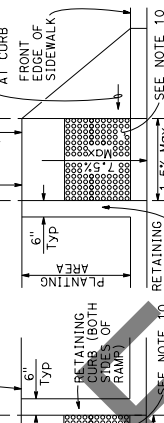
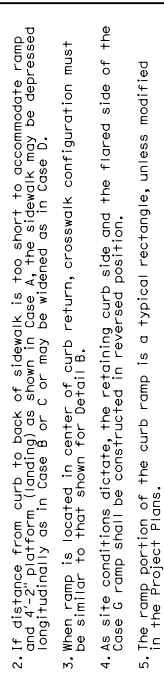
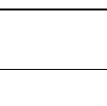
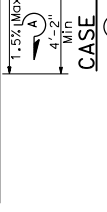
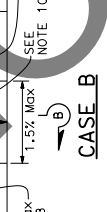
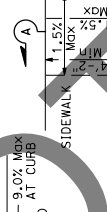
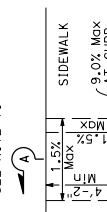
NOT FOR BID

DIS#1	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REBECCA LUM-MOORE
REGISTERED CIVIL ENGINEER
MAY 31, 2018
EXPIRES AUTOMATIC DATE
NO. 654415
CIVIL
THE STATE OF CALIFORNIA
FOR AGENTS, SHALL NOT BE RESPONSIBLE FOR
CORRECTNESS OF THIS PLAN SHEET.



- NOTES:** See Note 10
- As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 - If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 - When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 - As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
 - The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 - Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
 - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 - Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 - Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 - The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except where a maximum gap of 1/4 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
 - Sidewalk and ramp thickness, "T", shall be 3/2" minimum.
 - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
NO SCALE

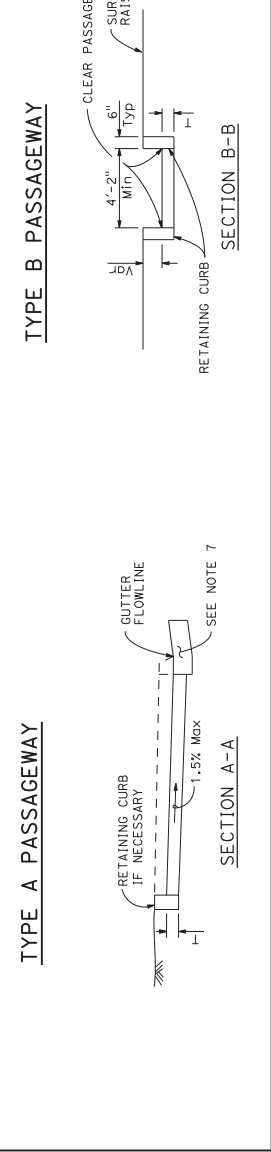
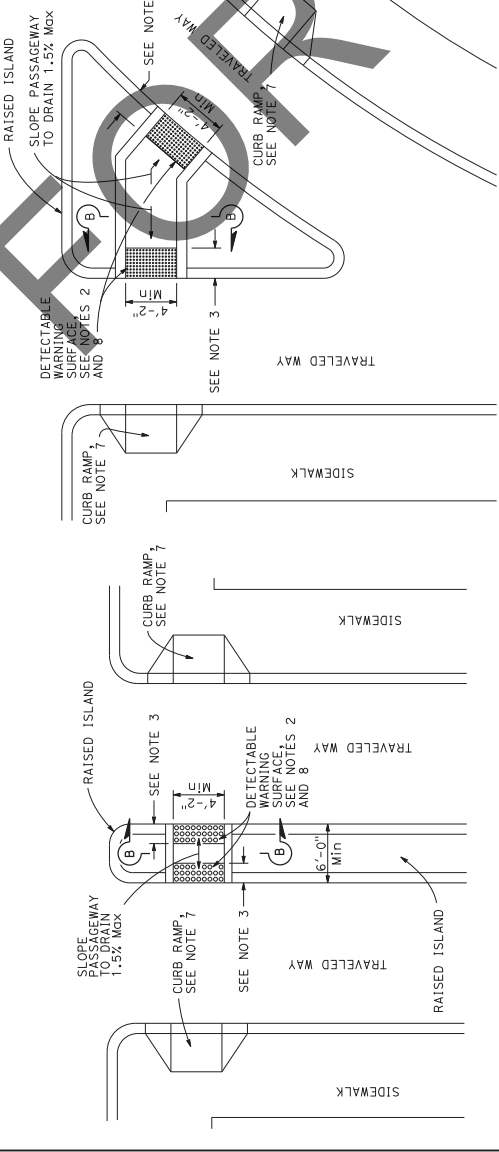
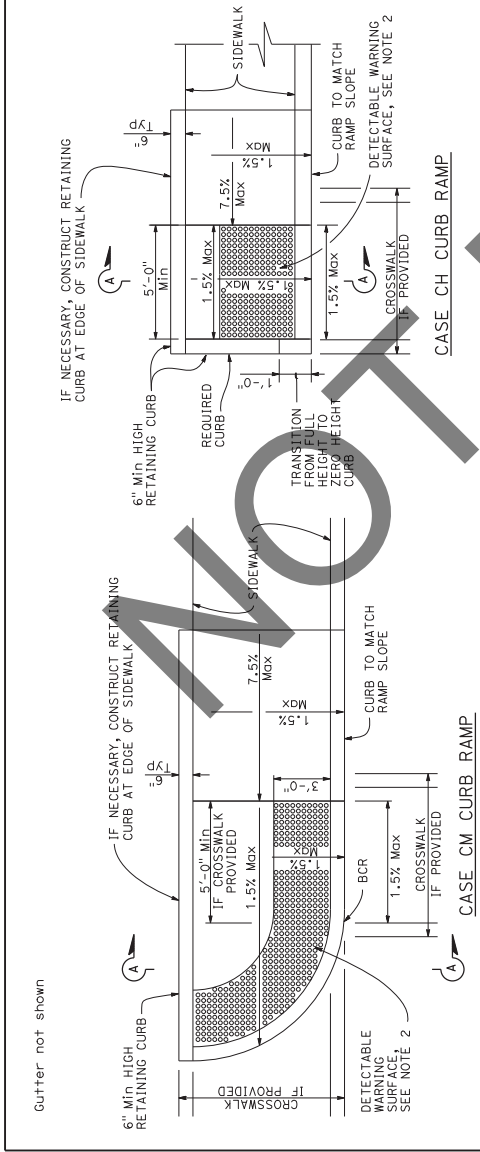
A 88A

DIST	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER	REBECCA LYNN MOFFY	NO. 054415	EXPIRES 12-31-19
MAY 31, 2018	PROFESSIONAL ENGINEER	STATE OF CALIFORNIA	

THIS STATE OF CALIFORNIA LICENSE IS VALID ONLY FOR THE PROJECT AND DATE SHOWN. THIS LICENSE IS NOT VALID FOR ANY OTHER PROJECTS. THIS LICENSE IS NOT VALID FOR ANY OTHER PROJECTS. THIS LICENSE IS NOT VALID FOR ANY OTHER PROJECTS.

- NOTES:**
1. Sidewalk, ramp, and passageway thickness, t , shall be 3/2" minimum.
 2. For details of detectable warning surfaces, see Standard Plan A88A.
 3. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
 4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be cut to the same level as the curb ramp by the contractor in conjunction with curb ramp construction.
 6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
 7. For additional curb ramp details, see Standard Plan A88A.
 8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.



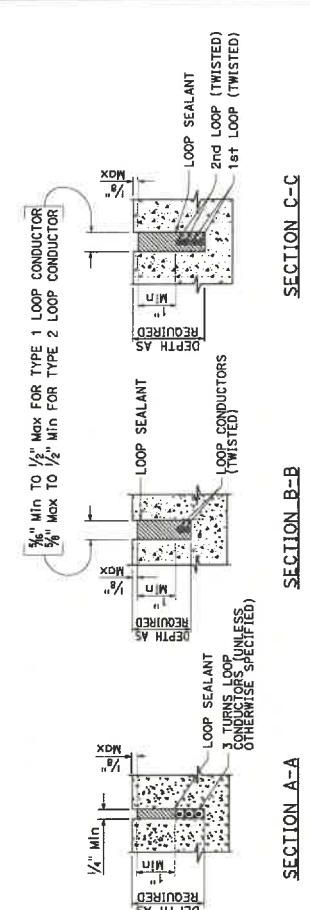
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ISLAND PASSAGEWAY DETAILS

NO SCALE

A88B

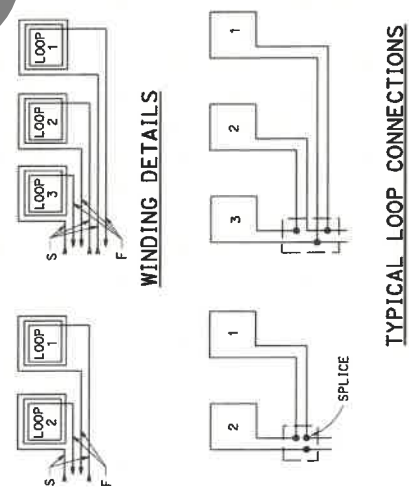
COUNTY: H.R. ROUTE: _____ SHEET TOTALS: _____
 TOTAL PROJECT: _____ NO. SHEETS: _____
 REGISTERED ELECTRICAL ENGINEER
 DATE: MOY 31, 2018
 PLANS APPROVAL DATE: _____
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS AND DEPTHS OF THIS PLAN SHEET.
 REGISTERED PROFESSIONAL ENGINEER
 DATE: 12-31-19
 ELSB:R



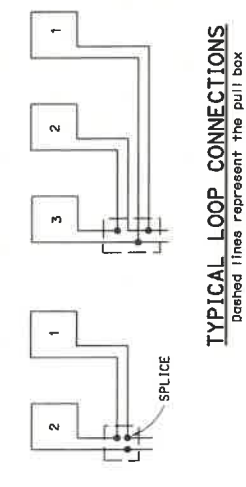
SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR

SAW CUT DETAILS
Type A loop detector configurations illustrated

NOT FOR BID



ABBREVIATIONS:
S - START
F - FINISH

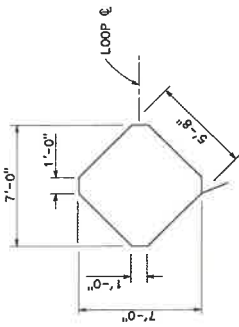


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(LOOP DETECTORS)**

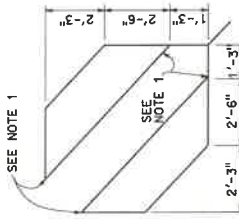
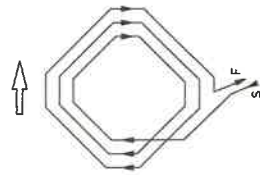
NO SCALE

ES-5A

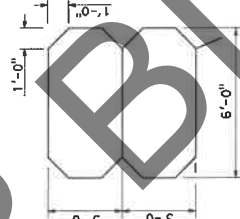
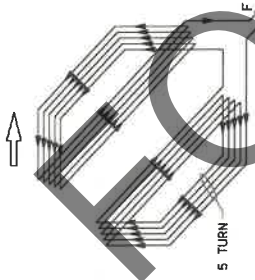
COUNTY	ROUTE	POST MILES	SHEET TOTALS
		TOTAL PROJECT	NO. SHEETS
REGISTERED ELECTRICAL ENGINEER H.R. F.		PROFESSIONAL ENGINEER (ELECTRICAL) No. 12-231-19 STATE OF CALIFORNIA	
PLANS APPROVAL DATE NOV. 31, 2018 E19836			
THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.			



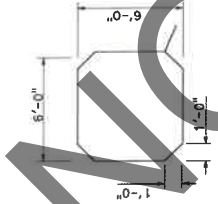
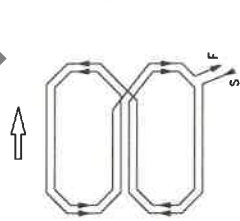
WINDING DETAIL
 TYPE B LOOP DETECTOR CONFIGURATION
 SAW CUT DETAIL



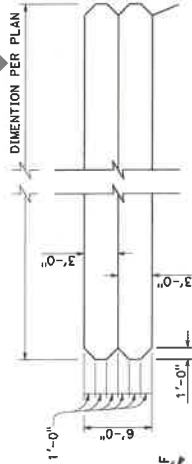
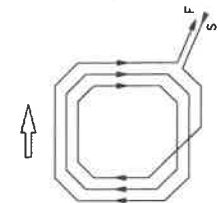
WINDING DETAIL
 TYPE D LOOP DETECTOR CONFIGURATION
 SAW CUT DETAIL



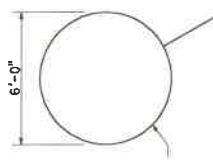
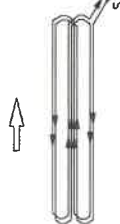
WINDING DETAIL
 TYPE Q LOOP DETECTOR CONFIGURATION
 SAW CUT DETAIL



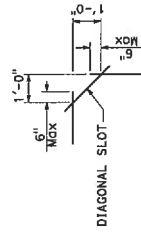
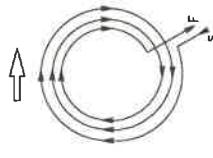
WINDING DETAIL
 TYPE A LOOP DETECTOR CONFIGURATION
 SAW CUT DETAIL



WINDING DETAIL
 TYPE C LOOP DETECTOR CONFIGURATION
 SAW CUT DETAIL



WINDING DETAIL
 TYPE E LOOP DETECTOR CONFIGURATION
 SAW CUT DETAIL



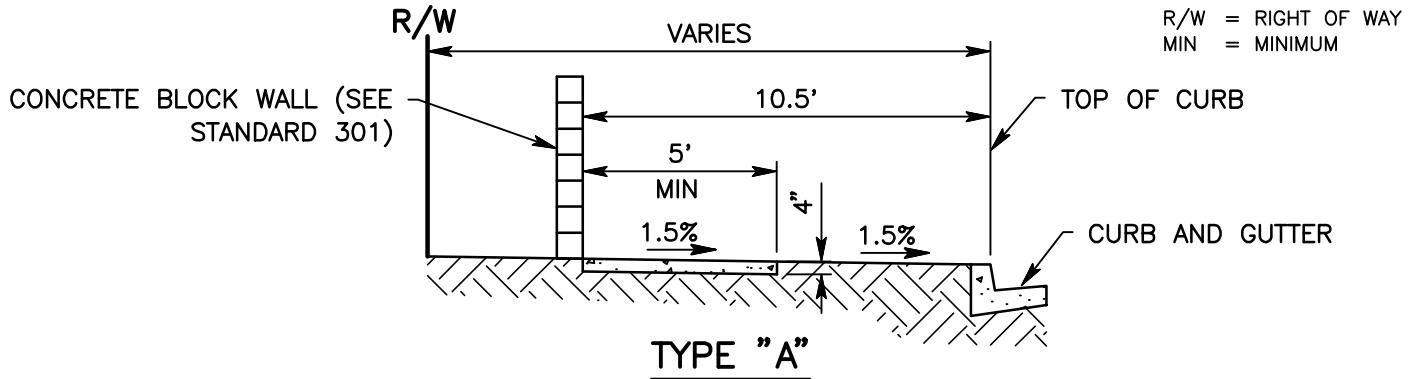
DIAGONAL SLOT
 PLAN VIEW OF
 DIAGONAL SLOT
 AT CORNERS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (DETECTORS)**

NO SCALE

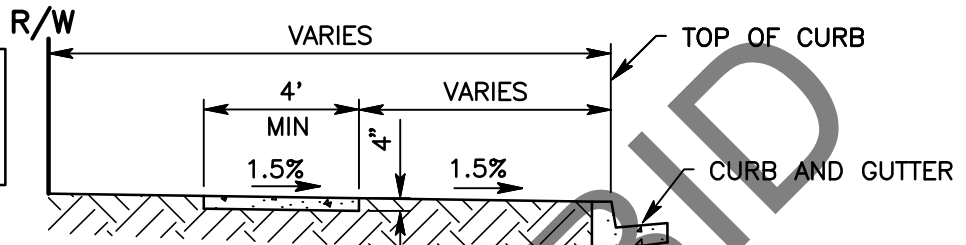
ES-5B

- NOTES:
1. Round corners of acute angle saw cuts to prevent damage to conductors.
 2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, and E installation in single lanes.
 3. Use Type D loops for limit line detection and bicycle lanes.

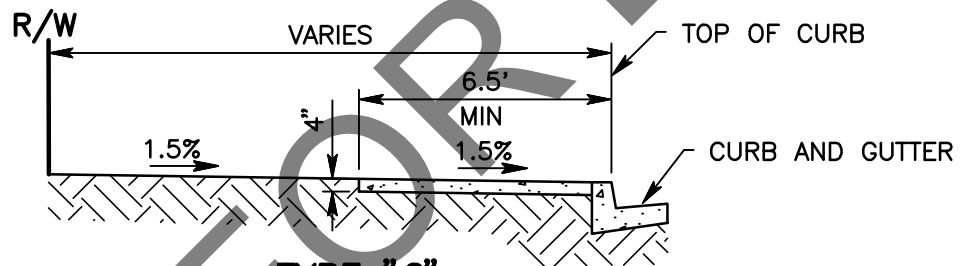


TYPE "A"

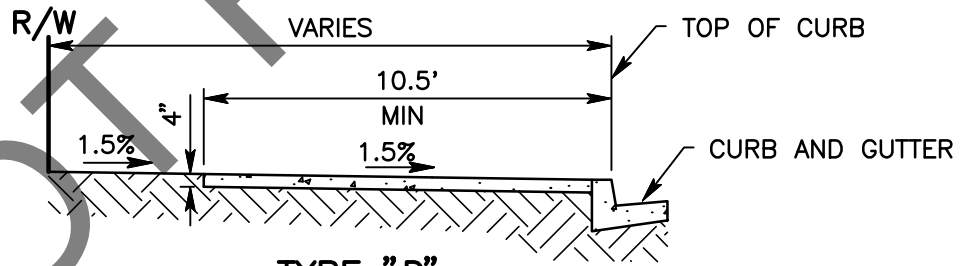
FOR 4' SIDEWALK, PLACE 5'x5' PAD FOR PASSING AT EVERY 200' DISTANCE MAXIMUM.



TYPE "B"



TYPE "C"



TYPE "D"

NOTES:

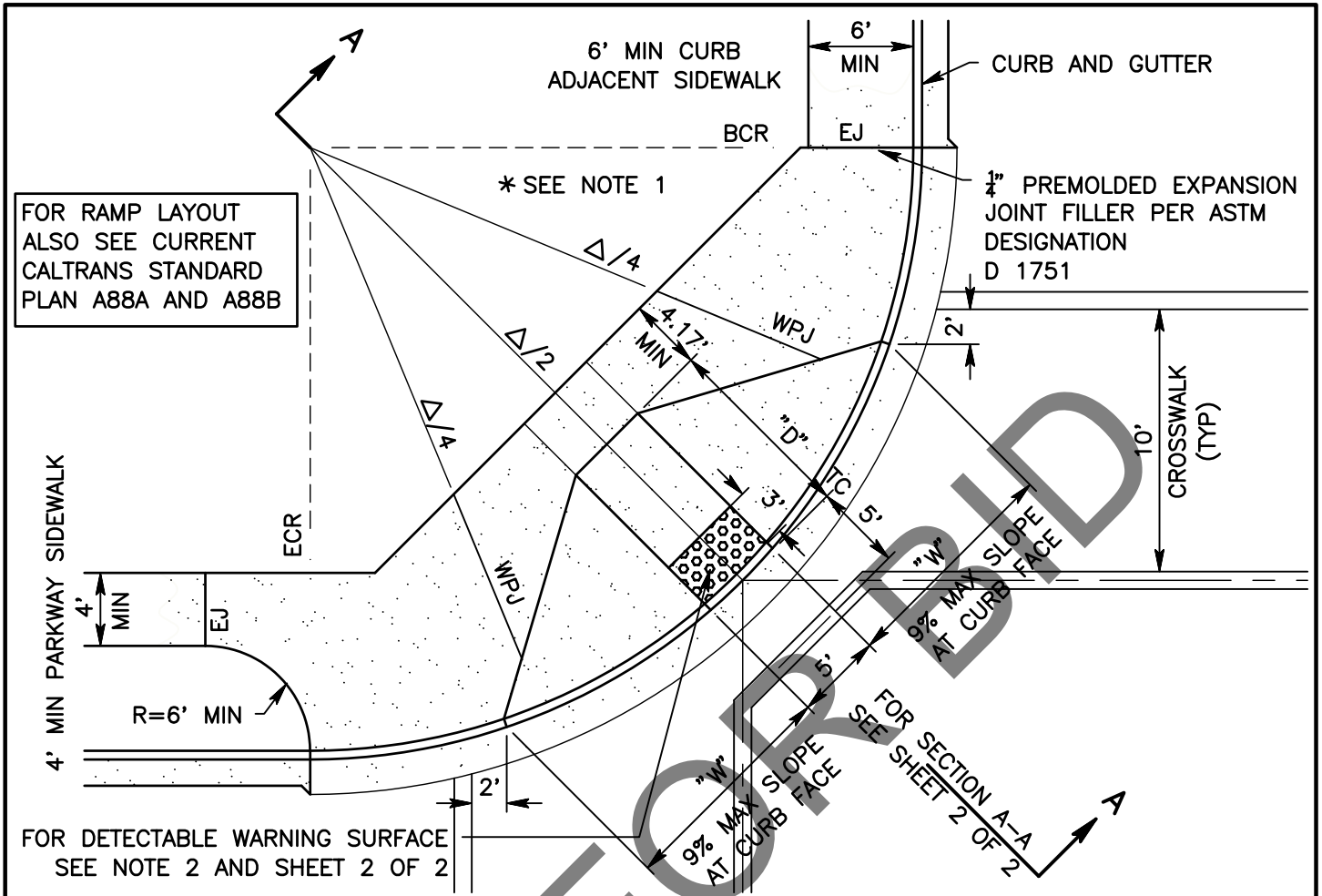
1. TYPE "C" SIDEWALKS ADJACENT TO CURB SHALL ONLY BE USED ON LOCAL AND COLLECTOR STREETS AND ONLY UPON APPROVAL OF THE TRANSPORTATION DEPARTMENT.
2. SIDEWALK SHALL BE CONSTRUCTED OF 4" THICK MINOR CONCRETE.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED ON TEN FEET (10') SPACING.
4. SCORING SIDEWALK WILL BE PERMITTED.
5. IN EXPANSIVE SOIL AREAS, REFER TO SECTION 73 OF THE CALTRANS STANDARD SPECIFICATIONS.



SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

SIDEWALK

BRENDON P. BIGGS, PE
DIRECTOR OF PUBLIC
WORKS/ROAD
COMMISSIONER



FOR RAMP LAYOUT
ALSO SEE CURRENT
CALTRANS STANDARD
PLAN A88A AND A88B

FOR DETECTABLE WARNING SURFACE
SEE NOTE 2 AND SHEET 2 OF 2

MINIMUM CURB RETURN RADIUS REQUIRED	
INTERSECTING STREETS:	RADIUS
LOCAL STREET AND LOCAL STREET	20'
LOCAL STREET AND COLLECTOR STREET	30'
SECONDARY HIGHWAY OR GREATER	35'
SECONDARY HIGHWAY OR GREATER	50'

<(RESIDENTIAL)
<(COMMERCIAL/INDUSTRIAL)

RAMP DIMENSION TABLE		
	8" CF	6" CF
"D"	11'-0"	8'-4"
"W"	PER PLAN	PER PLAN

AT 7.5% RUNNING SLOPE

NOTES:

- SIDEWALK WIDTH SHALL BE 5' WHEN ADJACENT TO BLOCK WALL OR OTHER OBSTRUCTION. FOR BLOCK WALL LOCATION AT INTERSECTION SEE STANDARD 302.
- THE DETECTABLE WARNING SURFACE SHALL BE CONSTRUCTED BY CAST-IN-PLACE METHOD OR SHALL CONSIST OF A PREFABRICATED SURFACE, APPROVED BY THE ENGINEER. A GLUE DOWN DETECTABLE WARNING SURFACE IS NOT ALLOWED. COLOR SHALL BE YELLOW CONFORMING TO FEDERAL STANDARD 595B, COLOR NUMBER 33538, OR AS APPROVED BY THE ENGINEER.
- FOR RIGHT OF WAY LOCATION SEE PROJECT PLANS.

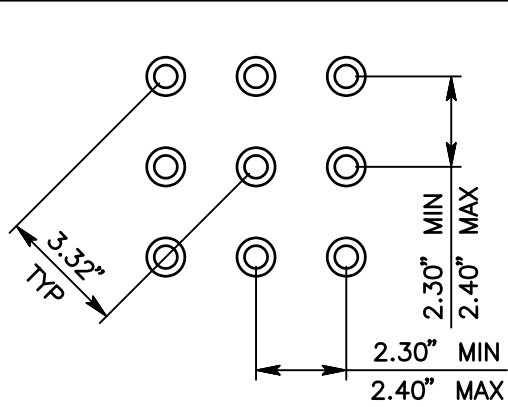
- BCR = BEGIN CURB RETURN
- CF = CURB FACE
- DWS = DETECTABLE WARNING SURFACE
- ECR = END CURB RETURN
- EJ = EXPANSION JOINT
- GB = GRADE BREAK
- MAX = MAXIMUM
- MIN = MINIMUM
- TC = TOP OF CURB
- WPJ = WEAKENED PLANE JOINT
- TYP = TYPICAL
- EJ = EXPANSION JOINT



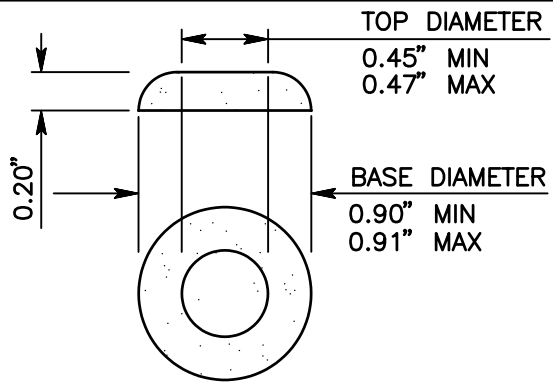
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

BRENDON P. BIGGS, PE
DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

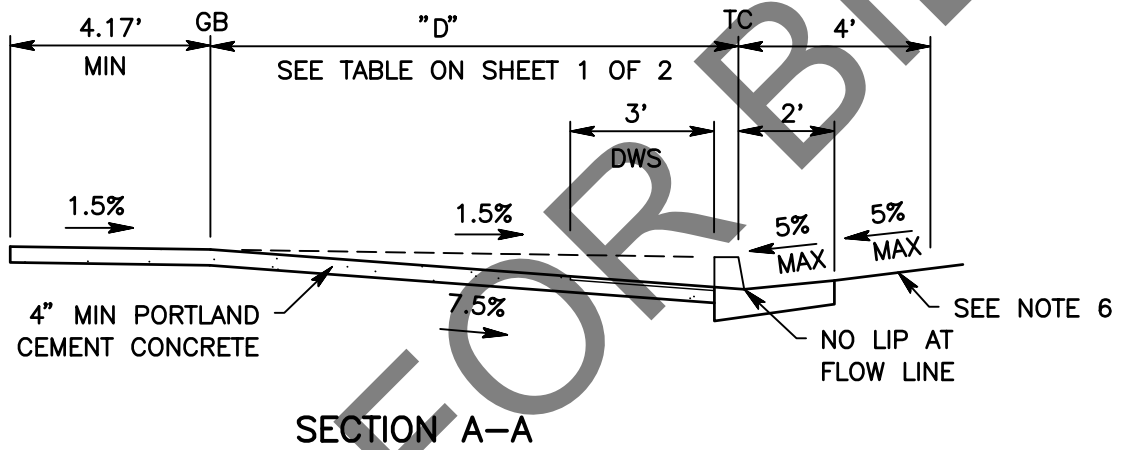
CURB RETURN WITH SIDEWALK RAMP



TRUNCATED DOME PATTERN
DETECTABLE WARNING SURFACE



TRUNCATED DOME DETAIL
RAISED TRUNCATED DOME



NOTES:

1. THE SIDEWALK AND RAMP THICKNESS SHALL BE 4" MINIMUM.
2. THE RAMP RUNNING SLOPE SHALL BE 7.5% MAXIMUM.
3. THE CROSS SLOPES OF RAMP, LANDING, AND SIDEWALK SHALL BE 1.5% MAXIMUM.
4. THE RAMP SHALL HAVE A TRAVERSE BROOM FINISH TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
5. TRANSITIONS FROM RAMPS TO WALKS, GUTTER OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
6. THE MAXIMUM SLOPE OF THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN FOUR FEET (4') OF THE RAMP.
7. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 5" TO 8" FROM THE GUTTER FLOW LINE.
8. MODIFICATIONS TO LOCATION OR DIMENSIONS OF RAMP SHALL REQUIRE APPROVAL OF THE ENGINEER AND SHALL BE SHOWN ON APPROVED PLANS.
9. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO OR IN CONJUNCTION WITH CURB RAMP CONSTRUCTION.



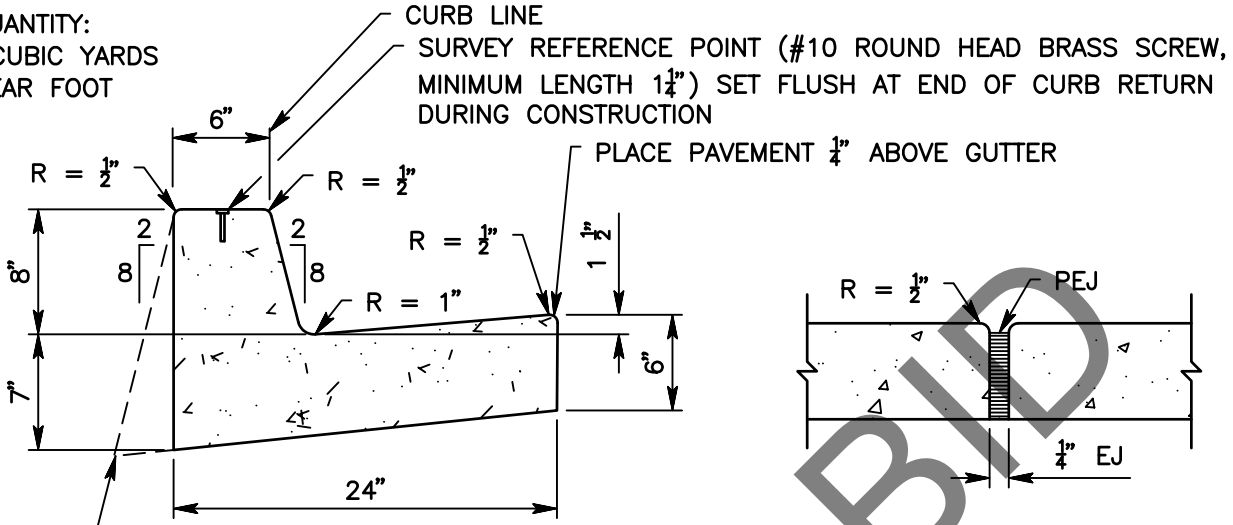
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

CURB RETURN WITH SIDEWALK RAMP

BRENDON P. BIGGS, PE
DIRECTOR OF PUBLIC
WORKS/ROAD
COMMISSIONER

R = RADIUS
 EJ = EXPANSION JOINT
 WPJ = WEAKENED PLANE JOINT
 PEJ = PREFORMED EXPANSION JOINT FILLER ASTM D 1751

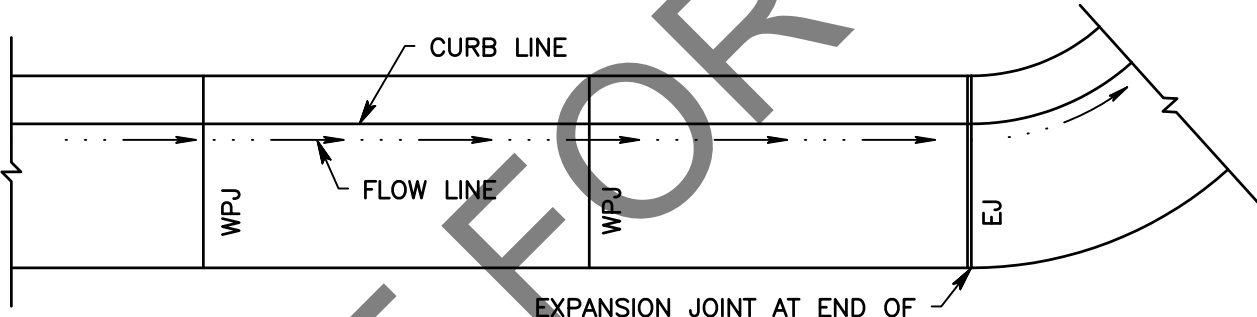
CURB QUANTITY:
 0.0535 CUBIC YARDS
 PER LINEAR FOOT



PERMITTED ALTERNATE

SECTION

EXPANSION JOINT



PLAN

EXPANSION JOINT AT END OF RETURN AND STRUCTURES

NOTES:

1. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF MINOR CONCRETE.
2. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT TEN FOOT (10') INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS.
4. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.
6. PEJ FILLER SHALL BE APPLIED IN THE WHOLE CROSS SECTION OF THE CURB AND GUTTER.
7. WHEN IN FRONT OF A CURB RAMP, USE GUTTER PAN TRANSITION ON THE CURRENT CALTRANS STANDARD PLAN A88A.



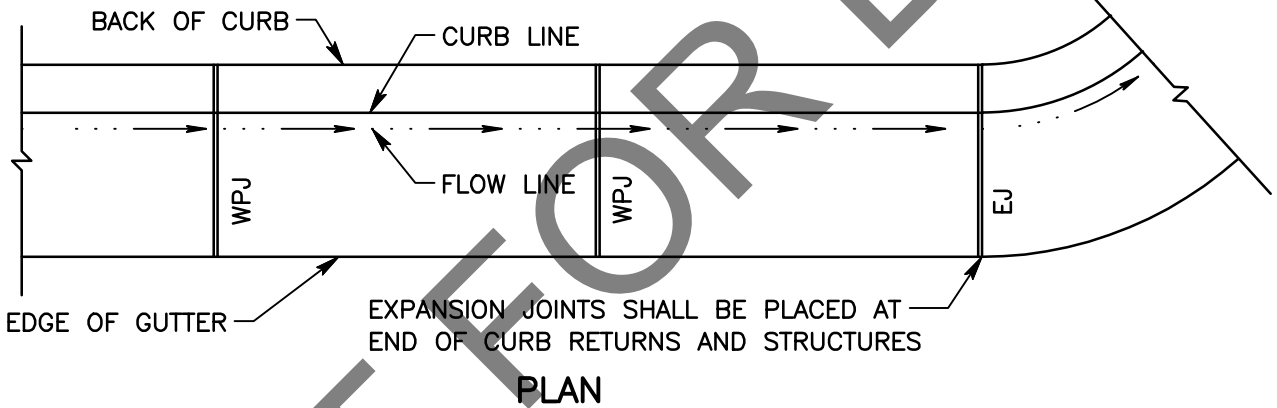
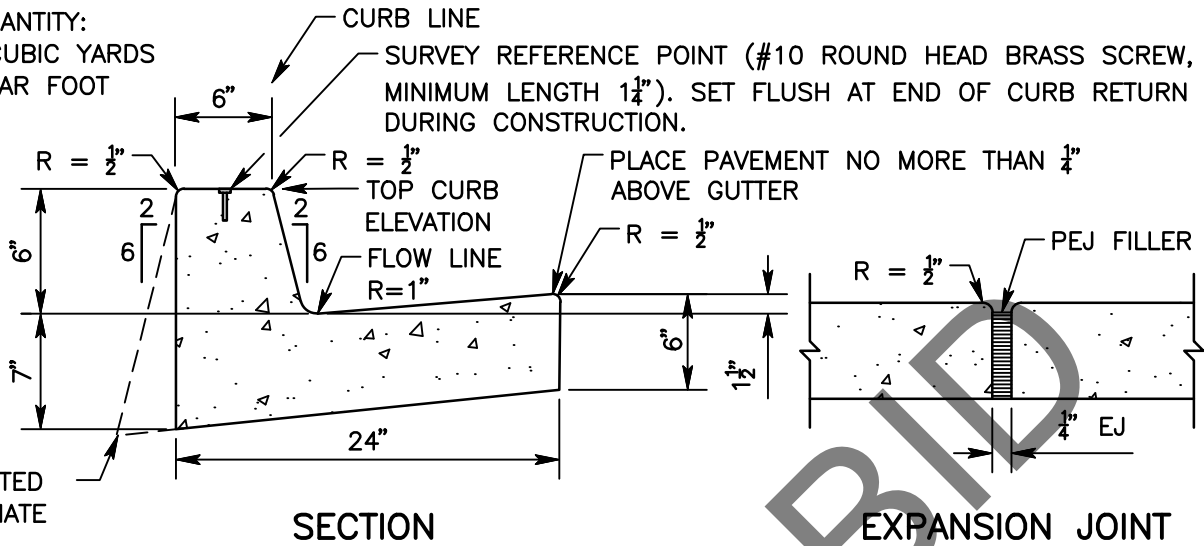
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

8" CURB AND GUTTER

BRENDON P. BIGGS, PE
 DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

R = RADIUS
 EJ = EXPANSION JOINT FILLER
 WPJ = WEAKENED PLANE JOINT
 PEJ = PREFORMED EXPANSION JOINT FILLER PER ASTM D 1751

CURB QUANTITY:
 0.0495 CUBIC YARDS
 PER LINEAR FOOT



NOTES:

1. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF MINOR CONCRETE.
2. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
3. WEAKENED PLANE JOINTS ($\frac{3}{16} \times 1\frac{1}{2}$ " DEEP) SHALL BE CONSTRUCTED AT TEN FOOT (10') INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS.
4. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.
6. PEJ FILLER SHALL BE APPLIED IN THE WHOLE CROSS SECTION OF THE CURB AND GUTTER.
7. WHEN IN FRONT OF A CURB RAMP, USE GUTTER PAN TRANSITION ON THE CURRENT CALTRANS STANDARD PLAN A88A.

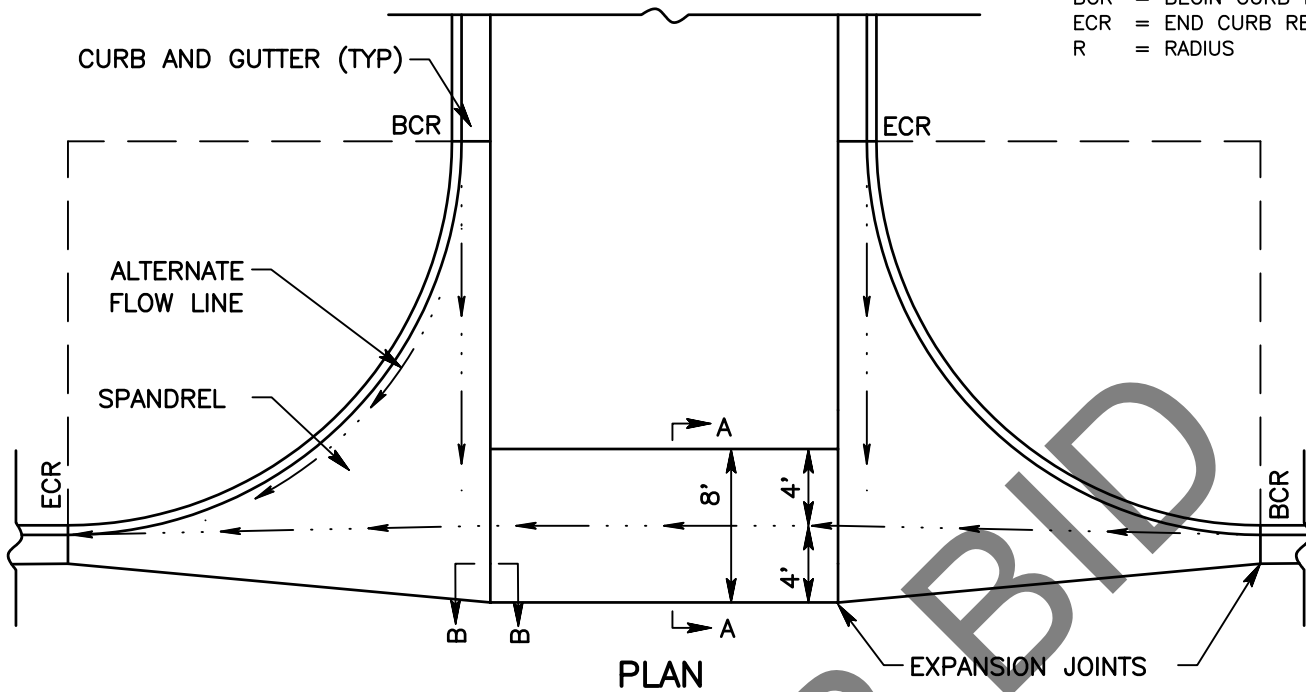


SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

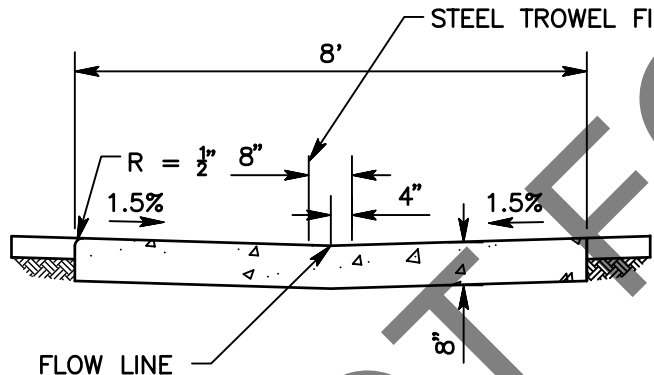
6" CURB AND GUTTER

BRENDON P. BIGGS, PE
 DIRECTOR OF PUBLIC
 WORKS/ROAD
 COMMISSIONER

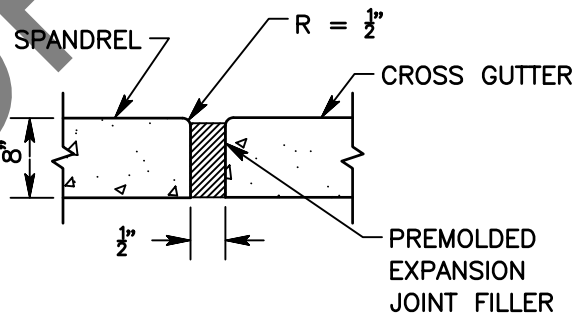
BCR = BEGIN CURB RETURN
 ECR = END CURB RETURN
 R = RADIUS



PLAN



SECTION A-A



SECTION B-B

NOTES:

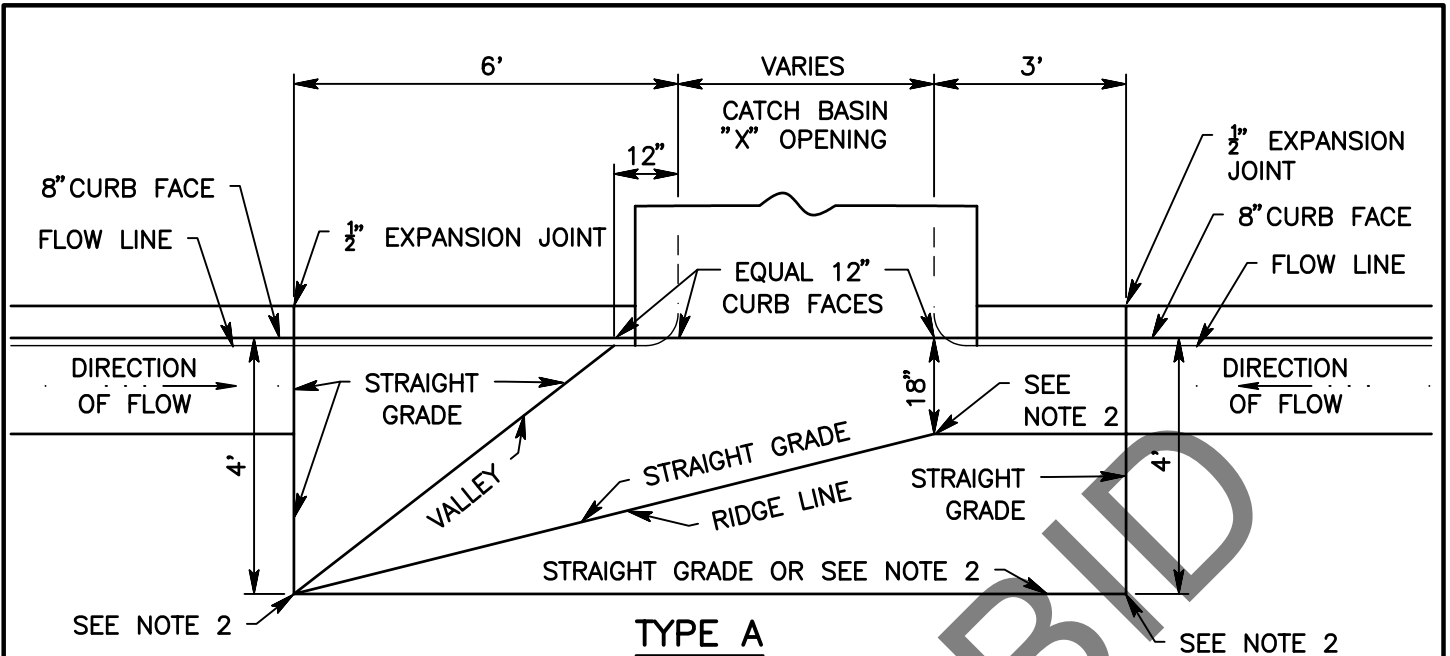
1. CROSS GUTTER SHALL BE CONSTRUCTED OF MINOR CONCRETE.
2. THE STRAIGHT GRADE BETWEEN BCR'S MAY BE ALTERED ON AN EXCESSIVE GRADE.
3. A 0.3' MINIMUM FALL IS REQUIRED BETWEEN BCR AND ECR, AND CROSS GUTTER FLOW LINE.
4. SPANDREL SHALL BE 8" THICKNESS MINOR CONCRETE.
5. VARIABLE CURB FACE ALLOWED FOR DRAINAGE PURPOSES



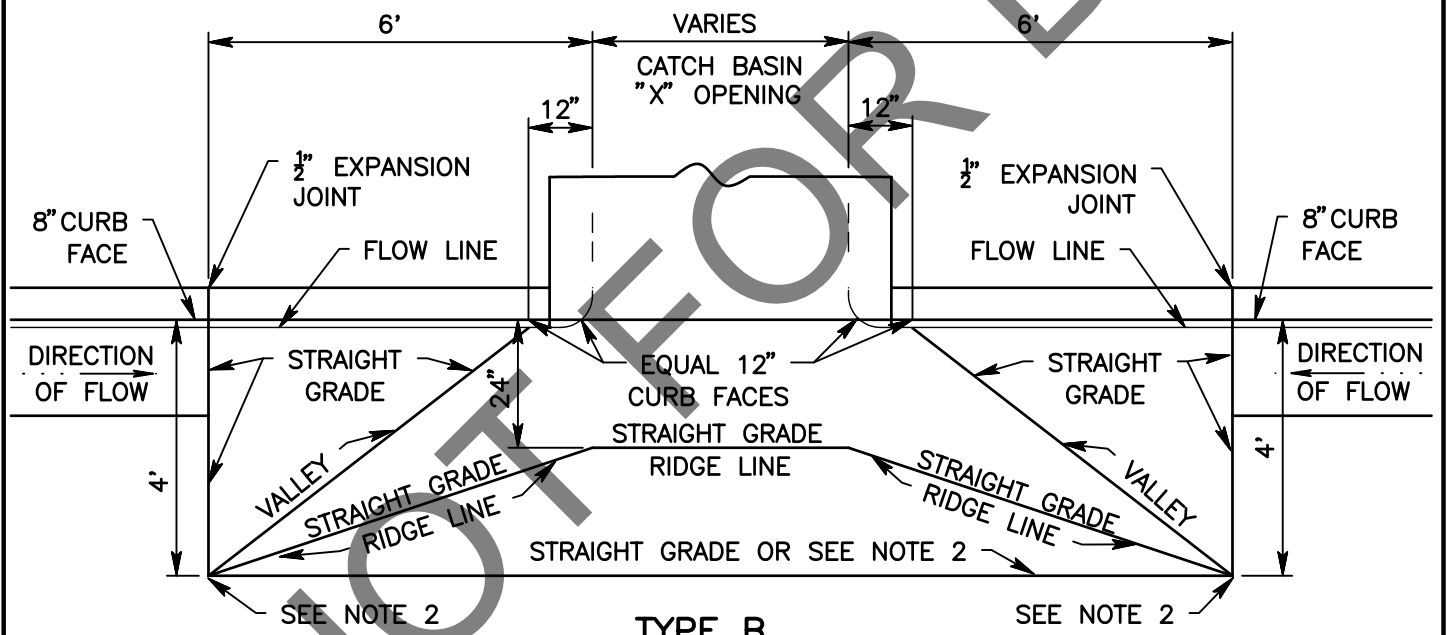
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

CROSS GUTTER

BRENDON P. BIGGS, PE
 DIRECTOR OF PUBLIC
 WORKS/ROAD
 COMMISSIONER



TYPE A



TYPE B

NOTES:

1. LOCAL DEPRESSION SHALL BE CONSTRUCTED OF 8" THICK MINOR CONCRETE.
2. ELEVATIONS SHALL BE SHOWN ON CONSTRUCTION PLANS. THE OUTER EDGE OF THE LOCAL DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
3. SPECIAL DETAILS GOVERNING THE CONSTRUCTION ON A VERTICAL CURVE SHALL BE SHOWN ON CONSTRUCTION PLANS.
4. CURB AND GUTTER SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTING TOP OF CATCH BASIN AND CURB TRANSITIONS.

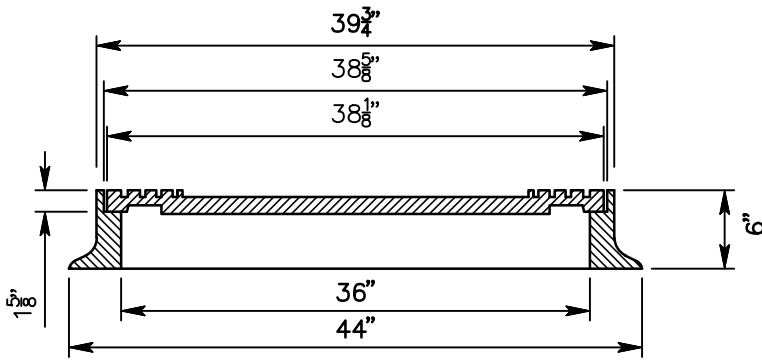


SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

LOCAL DEPRESSION

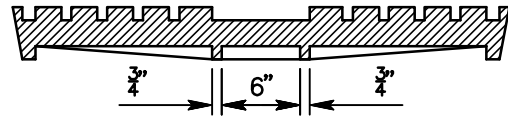
BRENDON P. BIGGS, PE
DIRECTOR OF PUBLIC
WORKS/ROAD
COMMISSIONER

203B

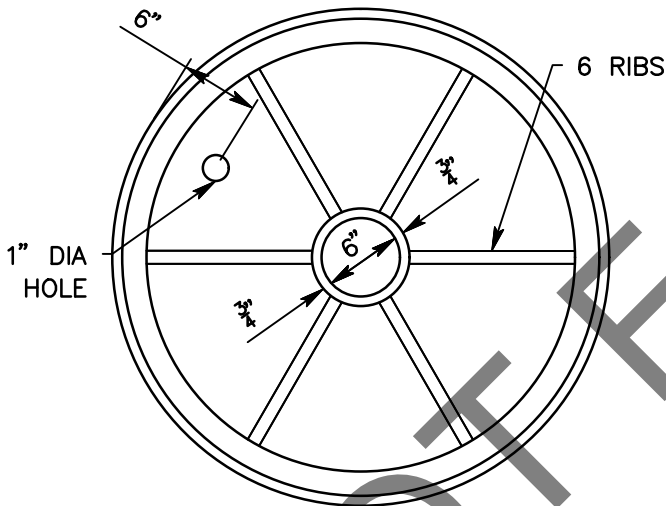


FRAME AND COVER – SECTION

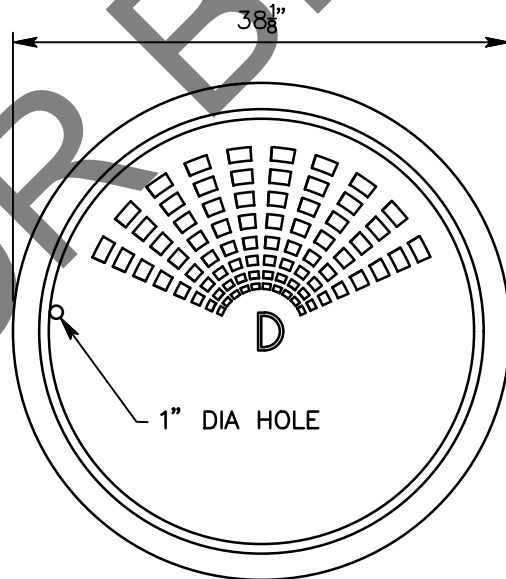
DIA = DIAMETER
MIN = MINIMUM



COVER – SECTION



BOTTOM VIEW



PLAN

NOTES:

1. SEATS OF FRAME AND COVER SHALL BE MACHINED TO PREVENT NOISE.
2. TOTAL WEIGHT OF FRAME AND COVERS – 580 LBS MINIMUM.
3. MATERIAL SHALL BE CAST IRON (BITUMINOUS COATED).
4. SURFACE OF LETTERS SHALL BE FLUSH WITH FINISHED SURFACE OF COVER.



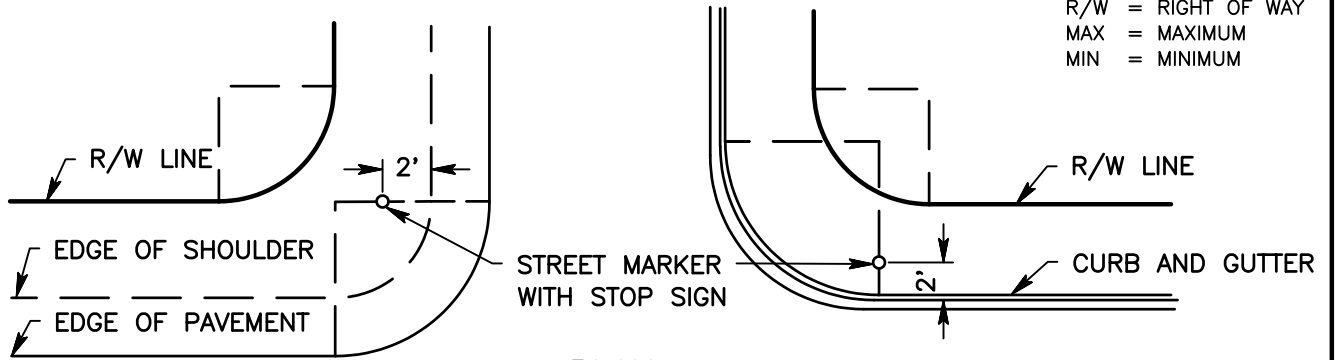
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

36" MANHOLE FRAME AND COVER

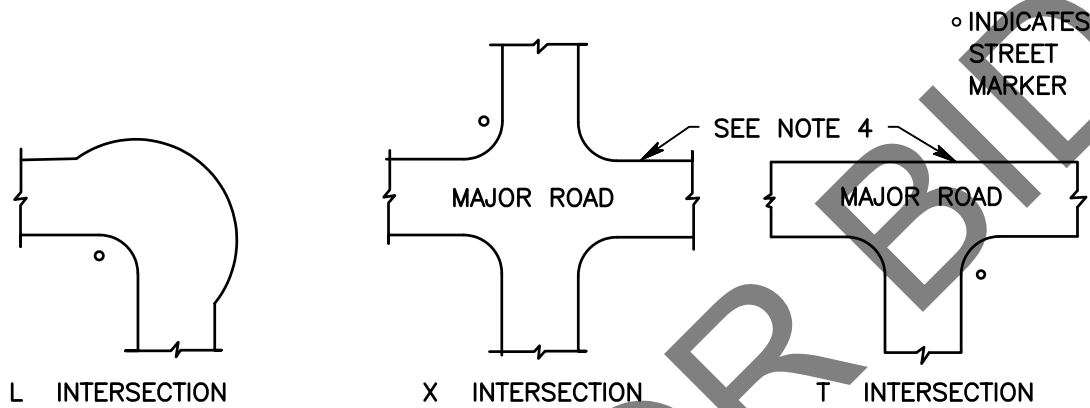
BRENDON P. BIGGS, PE
DIRECTOR OF PUBLIC
WORKS/ROAD
COMMISSIONER

205

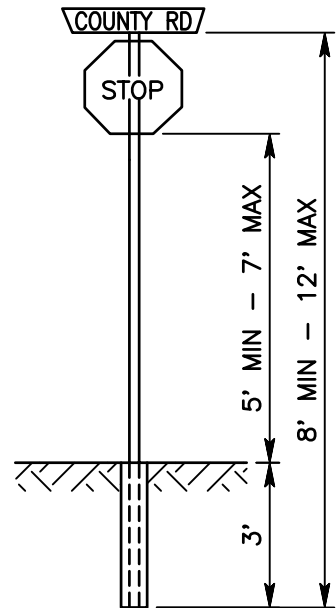
R/W = RIGHT OF WAY
 MAX = MAXIMUM
 MIN = MINIMUM



PLAN



TYPICAL LOCATION



ELEVATION

NOTES:

1. MARKER TO BE SET ON COUNTY RIGHT OF WAY.
2. LOCATION OF MARKER SHOWN IS APPROXIMATE.
3. MARKERS TO BE VISIBLE FOR A DISTANCE OF 150 FEET.
4. IF EITHER ROAD IS DIVIDED INTO 4 LANES OR MORE (MAJOR ROAD), ADDITIONAL MARKERS WILL BE REQUIRED.
5. STREET MARKERS LOCATED AT MAJOR ROADS WILL BE MOUNTED ON 12 FOOT POSTS TO ACCOMMODATE A STOP SIGN.

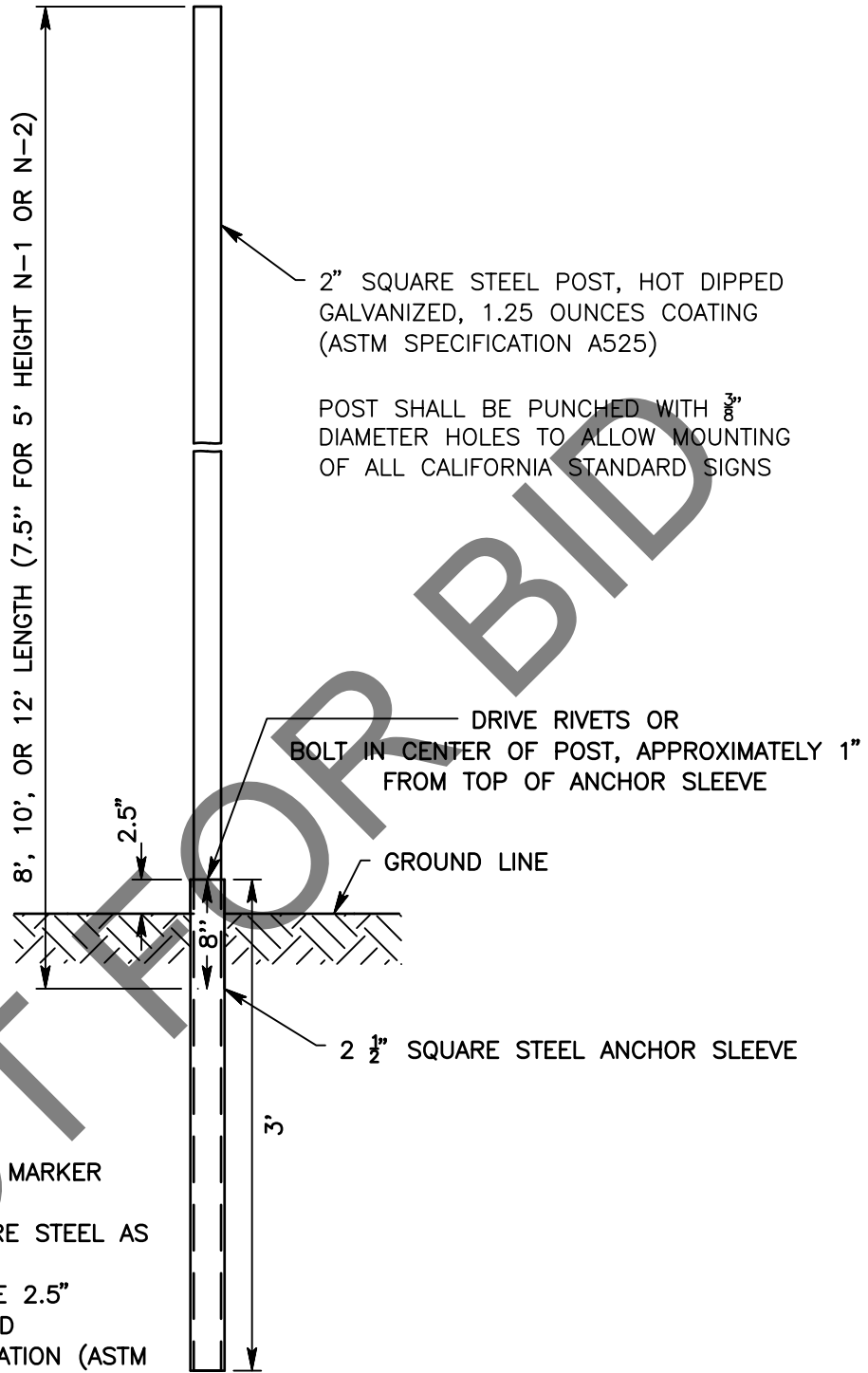


SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

**STREET MARKER
 (TYPICAL LOCATION)**

BRENDON P. BIGGS, PE
 DIRECTOR OF PUBLIC
 WORKS/ROAD
 COMMISSIONER

303A



NOTES:

1. SEE STANDARD 303A FOR MARKER LOCATIONS.
2. POST SHALL BE 2" SQUARE STEEL AS SHOWN AND STATED.
3. ANCHOR SLEEVE SHALL BE 2.5" SQUARE STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPECIFICATION A-123).
4. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD 303.



SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

STREET MARKER INSTALLATION

BRENDON P. BIGGS, PE
DIRECTOR OF PUBLIC
WORKS/ROAD
COMMISSIONER

303B